

ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



TROY BELL, ICMA-CM
MPA, MS-Finance
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA
MS-Taxation
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

AGENDA
SPECIAL CALLED CITY COMMISSION MEETING
August 6, 2024 at 6:30 PM

1. CALL TO ORDER

- a. Special Called Meeting Notice
- b. Invocation
- c. Pledge of Allegiance
- d. Roll Call

2. PUBLIC COMMENTS

3. REGULAR BUSINESS

- a. Discussion/Direction Resolution 2024-R-153 authorizing the execution of a retainer agreement with the firm Sniffen & Spellman, P.A. for investigative services and amending the FY 2023-2024 budget accordingly.
- b. Discussion/Direction Resolution 2024-R-154 authorizing the execution of an addendum to the employment agreement with the City Manager, upon acceptance by the City Manager

4. ADJOURN

ROBERTA M. CORREA
MAYOR-COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



Regular meetings 2nd and 4th Thursdays of each month at 6:00 PM

TROY BELL, ICMA-CM,
MPA, MS-FINANCE
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA, CGFO,
MS-TAXATION
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

July 31, 2024

TO COMMISSION MEMBERS: TAMMIE MCCASKILL; JUSTIN R. CAMPBELL, SR.; WILL JONES; AND RUFUS J. BOROM

YOU ARE HEREBY NOTIFIED a special called meeting of the Palatka City Commission is hereby called to be held on August 6, 2024 at 6:30 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177. The purpose of the meeting is regarding the items tabled at the Commission's July 25th special called meeting.

Please govern yourselves accordingly.

Roberta M. Correa,
Mayor

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE PALATKA CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.0105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS.

Discussion/Direction Resolution 2024-R-153 authorizing the execution of a retainer agreement with the firm Sniffen & Spellman, P.A. for investigative services and amending the FY 2023-2024 budget accordingly.

STAFF REPORT

DATE: August 6, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Commissioner McCaskill has requested an agenda item to provide status regarding the investigation related to the City Manager.

BACKGROUND

The City Commission called for an investigation into the practices of the City Manager at the July 8th City Commission meeting. At the July 11th City Commission meeting the Commission made Commissioner McCaskill the liaison regarding the hiring of a firm to handle the investigation.

This item along with item B were tabled at the July 25th meeting until a time that the City's Employment Attorney could be present.

PROJECT ANALYSIS

The firm Sniffen & Spellman, PA have submitted a retainer agreement for investigative services for the City Commission's consideration. Attorneys will bill the City in the hourly rate of \$375 and it is anticipated that the fees will not exceed a total of \$30,000. A budget transfer will be needed to fund the investigation. The retainer agreement states:

Estimated Fee: We know minimal information at this time. From what we do know, we anticipate that the total amount of fees required to complete this investigation will not exceed \$30,000. Please note that this figure does not guarantee completion of our work for less than that amount. If, as this investigation proceeds, we discover that this amount is insufficient, we will inform you at once, and work with you to determine the best course of action. This amount is also exclusive of costs, such as mileage for travel, lodging expenses, postage, duplication (if voluminous materials must be duplicated), or the use of any specialized technology for, as an example, examining metadata or the contents in a mobile device.

Staff Recommendation

Discuss and if the Commission feels it is in the best interest of the City to move forward, adopt the Resolution.

ATTACHMENTS

1.	2024-R-153 RETENTION AGREEMENT WITH SNIFFEN & SPELLMAN, P.A. FOR THE PURPOSE OF AN EMPLOYMENT INVESTIGATION AMENDING THE FY 2023-24 BUDGET
2.	Comm McCaskill Request
3.	Email from firm
4.	Retainer Agreement
5.	2024.07.25 minutes

RESOLUTION 2024-R-153

**A RESOLUTION OF THE CITY OF PALATKA
AUTHORIZING THE EXECUTION OF A RETENTION
AGREEMENT WITH SNIFFEN & SPELLMAN, P.A. FOR
THE PURPOSE OF AN EMPLOYMENT INVESTIGATION;
AMENDING THE FY 2023-24 BUDGET; PROVIDING FOR
AN EFFECTIVE DATE AND PROVIDING FOR
SCRIVENER’S ERRORS**

WHEREAS, the City of Palatka wishes to conduct an employment investigation into the management practices of the City Manager; and

WHEREAS, the City under the counsel of the City’s employment attorney has selected Sniffen & Spellman, P.A. firm; and

WHEREAS, Fla. Stat. 287.057 exempts legal services from the requirements for solicitation processes; and

WHEREAS, a budget amendment is necessary in order to pay for the services to be rendered; and

WHEREAS, the City Commission feels it is in the best interest of its employees and citizens to enter into an agreement with Sniffen & Spellman, P.A. for investigative services.

NOW, THEREFORE, be it resolved by the City of Palatka:

- 1) The Mayor and the City Clerk are authorized to execute an agreement with Sniffen & Spellman, P.A. for investigative services;
- 2) The revenues of the FY 2023-24 budget are amended as follows:

GL Line	Description	Last Approved	Recommended Amendments	As Amended
	Reserves		(\$30,000)	

That the expenditures of the FY 23-24 budget are amended as follows:

GL Line	Description	Last Approved	Recommended Amendments	As Amended
001-25-513-3-3100			\$30,000	

- 1) This resolution shall take effect immediately upon its adoption; and
- 2) The Mayor, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED by the City Commission of the City of Palatka, Florida, this 25th day of July, 2024.

CITY OF PALATKA

By: Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Sunni Krantz

From: tammie mccaskill <tlmccaskill01@yahoo.com>
Sent: Friday, July 19, 2024 3:46 PM
To: Troy Bell; Sunni Krantz
Subject: Agenda Items

I would like to add a progress update, as an item to the July 25, 2024 agenda, regarding the investigation related to the City Manager. In my opinion, it is important to add this item for the sake of transparency, for both parties, and to inform the board through compliance of the Sunshine Law.

Thanks,
Tammie

From: [Leigh Ann Kiser](#)
To: [Sunni Krantz](#)
Cc: [Dawn Whitehurst](#); [Michael Spellman](#)
Subject: Engagement Letter - Investigation of City Manager Bell
Date: Friday, July 19, 2024 3:36:24 PM
Attachments: [24.07.19 Engagement Ltr.pdf](#)

You don't often get email from lkiser@sniffenlaw.com. [Learn why this is important](#)

Good afternoon,

I am forwarding a letter and the following message from Attorney Dawn Whitehurst:

After talking with Ms. Susan Erdelyi and Commissioner Tammie McCaskill concerning the need for the services of an investigator, we are submitting Sniffen & Spellman's letter of engagement outlining the scope of our investigative services. Please provide this letter of engagement to the Mayor and all of the City Commissioners for their review and consideration. Once this letter of engagement is approved, please have it executed with the signature of the Mayor and your signature as the Clerk. If you should have any questions, please feel free to contact me at 850-205-1996. Thank you.

Sincerely,

LeighAnn Kiser

Legal Assistant to Michael P. Spellman, Terry J. Harmon,
Matthew J. Carson and Dawn P. Whitehurst

SNIFFEN & SPELLMAN, P.A.

TALLAHASSEE | WEST PALM BEACH | PENSACOLA

123 North Monroe Street
Tallahassee, Florida 32301
T (850) 205-1996 / F (850) 205-3004
E-mail: lkiser@sniffenlaw.com

Website: www.sniffenlaw.com / Twitter: [@Sniffenlaw](#)

IMPORTANT NOTICE REGARDING EMAIL COMMUNICATION: With changes in technology, the Firm is aware that email is a common method of communication; however, please keep in mind the following: **(1)** clients should never use computers maintained or monitored by others (e.g., work; public computers) when communicating about sensitive or attorney-client matters; **(2)** incoming emails may not be read immediately, because the intended recipient may be out of the office or otherwise unavailable; if your email communication is time-sensitive, please call our office to ensure we are aware of your email; and **(3)** the Firm uses automated filters to block viruses and unwanted emails. It is possible the Firm's network may not recognize your email address and prevent your emails from being properly delivered. Please call our office if we have not responded to your email within a reasonable time or if the matter is time-sensitive.

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DISCLAIMER: Pursuant to Circular 230 issued by the United States Treasury Department and relating to practice before the Internal Revenue Service, any comment or opinion in this communication relating to a federal tax issue is not intended to be used, and cannot be used, by a taxpayer for the purpose of avoiding tax-related penalties that may be imposed on the taxpayer.

SNIFFEN & SPELLMAN, P.A.

123 NORTH MONROE STREET • TALLAHASSEE, FL • 32301

PHONE: 850.205.1996 • FAX: 850.205.3004

WWW.SNIFFENLAW.COM

July 19, 2024

VIA ELECTRONIC MAIL: skrantz@palatka-fl.gov

City of Palatka, Florida

City Commissioners

201 N. 2nd Street

Palatka, FL 32177

RE: Investigation of Palatka City Manager Darryl Le Troy Bell

Dear Mayor and City Commissioners:

This letter will confirm that the Sniffen & Spellman, P.A. Law Firm is willing and able to undertake an investigation into the City of Palatka's City Manager, Darryl Le Troy Bell. Below, please find details regarding our engagement.

Scope: The scope of this investigation will be limited to: 1) the alleged conduct of Mr. Bell, which has been the subject of certain complaints submitted by former and current City employees; 2) the nature and extent of Mr. Bell's adherence to the provisions of his Employment Agreement with the City; 3) Mr. Bell's attendance and performance as City Manager.

Hourly Rate: We understand that the City needs an investigation completed not later than the first week of August, 2024. Because of this short timeframe, although I will serve as the lead attorney, Mark Logan and Michael Spellman will assist me. All attorneys working on this matter will be billed at the hourly rate of \$375.

Estimated Fee: We know minimal information at this time. From what we do know, we anticipate that the total amount of fees required to complete this investigation will not exceed \$30,000. Please note that this figure does not guarantee completion of our work for less than that amount. If, as this investigation proceeds, we discover that this amount is insufficient, we will inform you at once, and work with you to determine the best course of action.

This amount is also exclusive of costs, such as mileage for travel, lodging expenses, postage, duplication (if voluminous materials must be duplicated), or the use of any specialized technology for, as an example, examining metadata or the contents in a mobile device.

Methodology: If the City retains our services, we will ask that notification be provided by the City to current and former employees designated by us to fully cooperate with us, including by providing us access to documents, electronic data, and agreeing to be interviewed, among other tasks. At the conclusion of our interviews and review of documents and other information, we will provide the City with a written report which will contain our factual findings. Please note that any

provide the City with a written report which will contain our factual findings. Please note that any final report issued by our Firm will not provide any recommendations regarding how the City should act or respond to our findings. Thus, our role will simply be that of a fact finder.

We understand that Commissioner Tammie McCaskill will be our principal point of contact regarding our representation. In order to maintain the integrity of our investigation, we will communicate directly with her as to our progress and as to procedure but not as to the substance of our investigation. We will also likely reach out to the City Clerk and/or the City Attorney regarding any need we have to access City records as well as access to potential interview subjects.

Confidentiality: Our investigation will remain confidential and exempt from public records disclosure until it is completed as provided pursuant to Section 119.071(2)(k), Florida Statutes.

If our proposed agreement meets with your approval, please have the appropriate City official execute the same and return a copy to us. If you have any questions about the scope of our engagement or if it needs to be revised, please do not hesitate to contact me or my legal assistant, Leigh Ann Kiser, by telephone at 850-205-1996 or by email at dwhitehurst@sniffenlaw.com or lkiser@sniffenlaw.com.

Sincerely,
Sniffen & Spellman, P.A.



Dawn P. Whitehurst

DPW/lk

Approved by the City Commission of the City of Palatka.

CITY OF PALATKA

By: Roberta Correa, Mayor

Date

ATTEST

Sunni Krantz, City Clerk

Date

ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



TROY BELL, ICMA-CM
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CHRIS TAYLOR
CHIEF, FIRE DEPT

MINUTES **CITY OF PALATKA** **July 25, 2024**

The minutes of the proceedings of a special called meeting of the Palatka City Commission held on Thursday, July 25, 2024 at 6:00 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. CALL TO ORDER

The meeting called to Order at 6:00 PM.

a. Special Called Meeting Notice

The Clerk read the meeting notice.

b. Invocation

An invocation was led by Commissioner Campbell.

c. Pledge of Allegiance

Commissioner McCaskill led the pledge of allegiance.

d. Roll Call

Present: Commissioner Tammie McCaskill

Commissioner Justin Campbell

Commissioner Will Jones

Commissioner Rufus Borom

Mayor Roberta Correa

Also Present: Troy Bell, City Manager; Sunni Krantz, City Clerk; Marcia Carty, Finance Director; Virginia Jones, HR Generalist; Peter Willott, Public Information Officer; Eddie Cutwright, Community Affairs Director; Chris Taylor, Fire Chief; Jason Shaw, Police Chief; Toby Williams, Police Captain; Yul McNair, Airport Manager; Allegra Kitchens, former City Commissioner; Also present: Nicole Grace, Vicki Duke, Sarah Cavacini, Palatka Daily News; Allegra Kitchens, former City Commissioner; Shelley Shancker

2. PUBLIC COMMENTS

a. Public Comments - (Speakers limited to three minutes - no action taken on items)

The floor was opened to public comment.

Vicki Duke 105 Carriage Terr., Palatka, FL 32177 - spoke in opposition to disrespect shown to the Mayor and discord during the last Commission meeting.

Hearing nothing further, the floor was closed to public comment.

3. REGULAR BUSINESS

- a. Discussion/Direction Resolution 2024-R-153 authorizing the execution of a retainer agreement with the firm Sniffen & Spellman, P.A. for investigative services and amending the FY 2023-2024 budget accordingly.

A RESOLUTION OF THE CITY OF PALATKA AUTHORIZING THE EXECUTION OF A RETENTION AGREEMENT WITH SNIFFEN & SPELLMAN, P.A. FOR THE PURPOSE OF AN EMPLOYMENT INVESTIGATION; AMENDING THE FY 2023-24 BUDGET; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR SCRIVENER'S ERRORS

Commissioner McCaskill summarized the events leading to the meeting. The City's employment attorney, Ms. Erdelyi of Marks Gray, P.A. has recommended the firm Sniffen & Spellman for investigative services, who has submitted a letter for retainer. She has also recommended an extension to the Manager's probation period to allow for additional opportunity for interviews to be fair and impartial and not rushed. The Manager has not responded as to whether he is amenable to the extension. The cost is not anticipated to exceed \$30,000. The Commission would collaborate at the end of the investigation.

Commission discussion commenced. Commissioners Campbell and Borom expressed concern regarding the cost of the investigation. Commissioners Campbell and Jones referenced past concerns raised regarding Ms. Erdelyi recommending an investigator. He expressed concern Ms. Erdelyi reached out to see if Mr. Bell was amenable to an extension to his probation. Commissioner McCaskill advised Ms. Erdelyi asked her prior to reaching out to Mr. Bell. Ms. Erdelyi also indicated she would reach out to the Mayor.

Commissioner McCaskill spoke of concern to not easily identify the employees and concern that a price tag should not be placed on the possibility of a difficult work environment having an investigation related to City employees' health.

Commissioner Borom expressed concern Human Resources does not have documents pertaining to an investigation and Human Resources should be leading the contact with external entities. Commissioner Borom expressed he is not friendly to extending Mr. Bell's probation period. Mayor Correa spoke in support of the extension to the probation.

Commissioner Campbell expressed concern Mr. Bell was in the room. Upon inquiry if he would leave the room, Mr. Bell exited the room.

Discussion commenced regarding alternate investigators. Commissioner McCaskill advised she reached out to the City's lobbyist, Yolanda Cash Jackson, to see if Becker & Poliakoff would have a recommendation of an investigator, and has not received a reply. Commissioner Campbell referenced Mr. Bell's contract regarding severance and asked if the Florida Commission on Ethics had been reached out to. Commissioner McCaskill expressed she would be willing to reach out to anyone. Commissioner Jones recommended referring the grievance to the Florida Commission on Ethics. The services of the ethics commission are free and they would have to develop a scope and a timeframe. Commissioner Jones also recommended reaching out to the equal employment opportunity commission.

Discussion commenced regarding understanding the scope of the matter. Commissioner McCaskill advised individuals are willing to write statements, however they want to ensure they are protected she referenced an individual who wanted to file a grievance, but allegedly the manager wanted to have a meeting with the person. Mayor Correa expressed concern the documents would become public record. Commissioner Campbell asked for an abstract or summary of the employee concerns so the Commission can understand the scope of the matter. Mrs. Jones advised the Commission she has not received a grievance regarding the City Manager. She advised if she did, it would go to the Commission. Mrs. Jones advised she has not received a complaint regarding herself.

The Clerk advised Ms. West and Ms. Erdelyi are at a conference. She advised the City Attorney has referred employment matters to Ms. Erdelyi. Mayor Correa expressed Commissioner McCaskill has had contact with Ms.

Erdelyi. Mayor Correa suggested the Charter Review Committee review who the Attorney who reports to.

Motion by Commissioner Campbell to table items a and b to allow things to carry on as they are. Commissioner McCaskill has received direction to provide a summary of the conversation that was brought to her and make her contact our employment attorney to seek her availability to schedule a meeting to move these items forward. Second by Commissioner McCaskill. Motion passed unanimously.

Commissioner McCaskill has received a letter from a former employee and provided it as a handout to the meeting. Commissioner McCaskill expressed when an investigation is conducted it falls back on the Commission to say the direction we want to go into.

- b. Discussion/Direction Resolution 2024-R-154 authorizing the execution of an addendum to the employment agreement with the City Manager, upon acceptance by the City Manager

See above.

- c. City of Palatka Strategic Goal-Setting

Mayor Correa expressed the item is to provide measurable goal points or objectives. Commissioner Campbell indicated the Commission should provide what they collectively want to see and he and Mayor Correa has not met one on one with the Manager regarding the goal setting. Mayor Correa spoke regarding the goals set at the workshop from page 29 of the agenda packet. Mayor Correa indicated the majority of the goals are measurable such as establish strategic plan, review policies for equality issues, identify missing policies, written practices, etc. Mr. Bell spoke regarding accomplishments and indicated the existing organization chart is 95% complete, however he plans additional organizational changes. Manager Bell provided an email he sent to the Commission of enhanced details on the goals. Discussion continued regarding matrix tools to measure performance. Manager Bell indicated one can be developed and brought back. Commissioner Campbell recommended that if the measures are yes no or maybe that there be more explanation as to why.

Discussion commenced regarding what the Commission would like to see under "Organizational Management". Mayor Correa asked for an organization goal of creating an environment that fosters interactions between staff members and supervisors. Mayor Correa advised the need to explain to the public how to process things and move forward. Mr. Bell spoke regarding the effort to identify missing written policies. Commissioner Borom spoke in support and Commissioner McCaskill spoke less favorable to remote work. Commissioner Campbell suggested having a pot for remote work within a time period. Mrs. Jones expressed City Staff will be continuing bringing back personnel policies to the Commission for consideration.

Discussion commenced regarding community engagement. Commissioner Campbell and Borom spoke regarding the importance of following up with citizens. Mayor Correa and Commissioner Campbell recommended a citizen's academy as an item under community engagement. Commissioner Borom suggested mini-informational citizen workshops led by Department Heads. Commissioner Campbell spoke regarding the Clerk's efforts to do this with the Youth. (Commissioner McCaskill suggested the Commission be invited to the Youth Ambassador program field trips and Commissioner Campbell referenced a sunshine law concern.) The Manager spoke regarding his efforts to look into citizen engagement platforms Thrill Share and Point-Click-Fix . The Manager is looking into the cost of this and Thrill Share. The Manager advised the present Public Works/Code Enforcement program iWorq is somewhat limited in this regard. Mr. Bell spoke regarding the City Manager's office being responsive to complaints. Commissioner Borom asked for something that relates to engagement with the community when they come to the establishment. Commissioner McCaskill suggested having a QR code on customer satisfaction for when people come in and Commissioner Borom suggested having it on the website. Mr. Bell spoke regarding the need to hear the input of citizens that do not attend Commission meetings. Commissioner Campbell recommended that bullet point two be changed from "provide input and feedback from typically unheard voices" to "solicit and provide input and feedback from typically unheard voices". Commissioner Campbell asked for more visibility of the departments in the community. Commissioner Campbell asked for a better relationship with the Chamber of Commerce to have City events on their master calendar. Commissioner McCaskill and Mayor Correa

spoke regarding the need to showcase our employees more, such as the "in the spotlight" done by St. Augustine.

Regarding the professionalism category, Commissioner Campbell recommended that professionalism development and teamwork be placed under professionalism. Commissioner Borom expressed the need to have a presentable space when other entities use our facilities. Commissioner Campbell spoke regarding the need to uplift the esthetics of City facilities. Commissioner Campbell expressed the need to get the best use out of our facilities and vet City Hall and the annex and provide the Clerk an office due to sensitive things. Commissioner McCaskill suggested looking into doors like HR has for hardening. Mr. Bell and the Commission spoke regarding the need to minimize errors in documents. Commissioners Campbell and Borom expressed the need to have a unified look to department presentations. Commissioner Campbell spoke regarding how we conduct ourselves in our meetings.

Regarding Commission relations, the Commission encouraged receiving weekly updates from the City Manager. Commissioners McCaskill and Campbell spoke regarding the need for team building. Commissioner Campbell expressed the need for refreshers for the Commission.

Discussion continued regarding priorities, Commissioner Jones asked the manager implement quality assurance of our projects, including penalties for being late and subpar work. He asked that it be priority number one or two. Commissioner Borom asked for a monthly budget and spoke regarding projects coming over budget. Commissioner Borom spoke regarding the need to expand the North Tax Increment Fund. Commissioner Campbell asked that projects be put on the calendar.

Discussion culminated with a recap. Commissioner Campbell asked the Manager to break the list down as to what we can obtain in 3 months, 6 months, 9 months, etc. He also asked for a matrix system to be brought back. Commissioner McCaskill recommended bringing back a calendar for workshops with the department heads. Mr. Bell asked the Commission to look at the proposed Mission, Vision and Values and provide feedback prior to August 29 as it would like to be apart of the budget presentation.

4. ADJOURN at 8:19 PM

Motion to adjourn by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion passed unanimously.

CITY OF PALATKA

By: Its Mayor

Attest:

City Clerk

NOTICES: ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, AT THE APPLICANT'S EXPENSE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.0105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST

ACCOMMODATIONS.

Discussion/Direction Resolution 2024-R-154 authorizing the execution of an addendum to the employment agreement with the City Manager, upon acceptance by the City Manager

STAFF REPORT

DATE: August 6, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City's employment attorney, Susan Erdelyi of the firm Marks Gray, has requested the City Commission consider an addendum to extend the probation period found in the City Manager's employment contract.

BACKGROUND

See agenda item 3A.

PROJECT ANALYSIS

Ms. Erdelyi has advised the City Manager's probation period will end on August 7, 2024, unless it is extended.

As of the time of the publication of the agenda, Mr. Bell has not consented to an extension.

Staff Recommendation

Discuss and if found to be in the best interest of the City, adopt the Resolution.

ATTACHMENTS

1.	2024-R-154 ADDENDUM TO THE EMPLOYMENT CONTRACT WITH DARRYL LE'TROY BELL AS CITY MANAGER
2.	Request of Employment Attorney
3.	Addendum to Employment Contract
4.	2024.02.08 Bell Troy City Manager

RESOLUTION NO. 2024-R-154

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF AN ADDENDUM
TO THE EMPLOYMENT CONTRACT WITH DARRYL
LE'TROY BELL AS CITY MANAGER OF THE CITY OF
PALATKA; PROVIDING FOR AN EFFECTIVE DATE; AND
PROVIDING FOR SCRIVENER'S ERRORS**

WHEREAS, on February 8, 2024 the Palatka City Commission authorized the execution of an employment agreement with Darryl Le'Troy Bell as the City Manager; and

WHEREAS, the City Commission finds it is in the best interest of the City to execute an addendum to the contract stipulating to an extension of the provision of paragraph 5 c of the original agreement, upon agreement of the City Manager.

- NOW, THEREFORE**, be it resolved by the City Commission of the City of Palatka, Florida, as follows:
- 1. the Mayor and the City Clerk are authorized to execute and attest an addendum to the employment agreement with Mr. Bell; and
 - 2. the Mayor, without public hearing, is authorized to correct any typographical scrivener's errors, which of not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED this 25th day of July, 2024, by the City Commission of the City of Palatka, Florida.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

From: [Susan Erdelyi](#)
To: [Sunni Krantz](#)
Subject: FW: Bell Addendum
Date: Friday, July 19, 2024 4:00:45 PM
Attachments: [image001.png](#)

Sunni,

In case my email below was not clear, the entire language of Section 5(c) needs to be reflected in the amendment:

C. The City shall not be obligated to pay severance benefits described in Section 5 B above during his first ~~180~~ 210 days of employment unless otherwise agreed to by Commission, or, if the City Manager is convicted of, pleads no contest to, or receives a withhold of adjudication for a felony or misdemeanor crime involving moral turpitude or dishonesty, or if he willfully acts with misfeasance or malfeasance or otherwise is guilty of willful misconduct which constitutes conduct demonstrating disregard of the City's interests, a violation or disregard of standards of behavior of the City Manager, willful carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil desire, willful and substantial disregard of the City's interests or of the City Manager's duties and obligations to the City, including but not limited to willful conduct resulting in material harm to the City, willful neglect or failure to perform his duties, insubordination, misconduct, as defined in section 443.036(29), Florida Statutes, as may be amended from time to time or willful acts of dishonesty. For termination due to reasons related to this subsection, the City Manager is only entitled to compensation for hours actually worked up to the termination date and compensation for accrued leave. Bell may only be terminated or forced to resign, whether during or after the probationary period in accordance with Article III Sec 3 7 of the City Charter and Code of Ordinances of the City of Palatka by majority of the City Commission which shall set forth the reasons for the separation. Other than the reasons stated herein, the City Manager, if separated, shall be deemed to be without cause.



Susan Erdelyi

Shareholder

SErdelyi@marksgray.com

904-807-2126

1200 Riverplace Blvd. Ste 800

Jacksonville, FL 32207

[Bio](#) | [Marksgray.com](#) | [LinkedIn](#)

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From: Susan Erdelyi
Sent: Friday, July 19, 2024 3:57 PM
To: Sunni Krantz <skrantz@palatka-fl.gov>
Cc: Jeanne L. McDuffie <JMcDuffie@marksgray.com>
Subject: Bell Addendum

Hi Sunni,

Mr. Bell has been asked whether he would agree to extend his probationary period. We just spoke and he has not yet decided. I explained to him that if this amendment was agreeable to him, I would draft an addendum to the contract for his consideration and for the city commission's consideration. It would need to be addressed at Thursday's meeting. I realize you are getting the agenda out today. I am waiting on his decision but in the interest of timing would you draft a form addendum for the contract which provides the below adjustments to the contract? I do not expect to receive a response from Mr. Bell today but am mindful of your deadlines.

Amendment to Employment Contract

Per Section 15(d) of the February 8, 2024, Employment Contract between Mr. Bell and the Palatka City Commission, both parties agree to amend provisions of Section 5(c) to reflect the following language:

C. The City shall not be obligated to pay severance benefits described in Section 5 B above during his first 210 days of employment, unless otherwise agreed to by Commission.

Kind regards,



Susan Erdelyi

Shareholder

SErdelyi@marksgray.com

904-807-2126

1200 Riverplace Blvd. Ste 800

Jacksonville, FL 32207

[Bio](#) | [Marksgray.com](https://marksgray.com) | [LinkedIn](#)

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ADDENDUM TO THE EMPLOYMENT AGREEMENT

This Addendum is made effective as of this 25th day of July, 2024 by and between the City of Palatka, a municipal corporation (hereinafter the “City”) and Darryl Le Troy (hereinafter “Bell”)

1. The City and Bell are parties to an Employment Agreement dated February 8, 2024 (“Agreement”) to which this document is an addendum.
2. Per Section 15(d) of the Agreement, the parties hereby stipulate and agree that Section 5(c) of the Agreement is hereby amended to state as follows:

C. The City shall not be obligated to pay severance benefits described in Section 5 B above during his first ~~180~~ 210 days of employment unless otherwise agreed to by Commission, or, if the City Manager is convicted of, pleads no contest to, or receives a withhold of adjudication for a felony or misdemeanor crime involving moral turpitude or dishonesty, or if he willfully acts with misfeasance or malfeasance or otherwise is guilty of willful misconduct which constitutes conduct demonstrating disregard of the City's interests, a violation or disregard of standards of behavior of the City Manager, willful carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil desire, willful and substantial disregard of the City's interests or of the City Manager's duties and obligations to the City, including but not limited to willful conduct resulting in material harm to the City, willful neglect or failure to perform his duties, insubordination, misconduct, as defined in section 443.036(29), Florida Statutes, as may be amended from time to time or willful acts of dishonesty. For termination due to reasons related to this subsection, the City Manager is only entitled to compensation for hours actually worked up to the termination date and compensation for accrued leave. Bell may only be terminated or forced to resign, whether during or after the probationary period in accordance with Article III Sec 3 7 of the City Charter and Code of Ordinances of the City of Palatka by majority of the City Commission which shall set forth the reasons for the separation. Other than the reasons stated herein, the City Manager, if separated, shall be deemed to be without cause.

IN WITNESS WHEREOF, the City of Palatka has caused this Addendum to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and Bell has signed and executed this Addendum.

APPROVED by the City Commission of the City of Palatka on this 25th day of July, 2024.

ATTEST

CITY OF PALATKA

City Clerk

BY: Its Mayor

EMPLOYEE

Witnesses:

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

Darryl Le Troy Bell

Date: _____

EMPLOYMENT AGREEMENT

This Agreement is entered into this 8th day of February, 2024, by and between the City of Palatka, Florida, a municipal corporation organized and existing under the laws of the State of Florida, (“the City”), and **Darryl Le Troy Bell** (“Bell” or “City Manager”).

The parties agree as follows:

INTRODUCTORY STATEMENTS

The City Commission of the City of Palatka, Florida, is empowered by the City Charter to appoint and remove a City Manager who shall be the chief executive officer for the City.

The City through its City Commission desires to employ Bell’s services as City Manager; and

It is the desire of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions of the City Manager; and

Bell desires to accept employment as City Manager.

THEREFORE, in consideration of the mutual covenants in this document, the parties agree as follows:

Section 1. Powers and Duties of the City Manager

- A. The City agrees to employ Bell as City Manager for the City and Bell represents to the City that he possesses the qualifications of City Manager and agrees to carry out all functions and duties imposed upon that office by the laws of the State of Florida and the Charter of the City of Palatka, as may be amended from time to time. The City Manager shall perform duties specified in the City Charter and the City Code of Ordinances and perform such other legally permissible and proper duties as the City Commission shall assign.
- B. The City Manager shall devote his full attention, effort and abilities to the office and perform its duties and functions in a professional manner. No additional work may be undertaken by the City Manager without the express, written consent of the City Commission **as described in Sec 3.**

Section 2. Commencement of Employment

Employment under the terms of this Agreement shall begin and Bell shall be present and available to perform the duties and functions of the City Manager on a full-time basis on February 9, 2024.

Section 3. Term

- A. Beginning on the date contained in Section 2, above, the City Manager shall serve for an indefinite term at the pleasure of the City Commission and may be terminated in accordance with the Charter of the City of Palatka and thus is an “at-will” employee of the City. Nothing herein shall be interpreted to imply or suggest a guaranteed tenure of employment.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Bell to resign at any time from this position with the City, provided however, he shall provide the City Commission with at least sixty (60) calendar days prior written notice of resignation, unless waived by the City Commission.
- C. The City Manager agrees to remain in the exclusive employment of the City for an indefinite period and shall not accept other employment unless the City Manager gives written notice of resignation, or otherwise has expressed written consent of the Commission.
- D. It is understood that after notice of termination in any form, the City Manager and the City Commission will cooperate professionally for an orderly transition.
- E. The Commission, by way of this agreement, acknowledges Bell will be able to teach and consult, only, on his personal time, and only in the event that such engagements are not in conflict with his service to the City as City Manager and such actions do not interfere with his ability to work for the City as City Manager.

Section 4. Hours of Work

- A. Bell acknowledges that the proper performance of the duties of the City Manager will require him to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Conversely, the City recognizes and acknowledges that because the City Manager may often have to perform services outside of normal business hours that, when it is reasonable to do so, the City Manager may alter his times of arrival and departure to and from the workplace. Notwithstanding the foregoing, the City Manager agrees to devote additional time as necessary for the full and proper performance of duties of the position and that the compensation provided in this Agreement includes compensation for the performance of all such services.
- B. The City agrees that the City Manager will be permitted reasonable time off, as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Manager. The City Manager shall be granted upon his start date as referenced in Section 2, paid leave of 20 vacation days per year and shall receive sick leave, which shall accrue at the rate of 1.0 days per month. The City Manager shall be granted the same paid holidays allowed to all city employees, not otherwise covered by a collective bargaining agreement.

- C. Other vacation and leave provisions applicable to employees under the City's personnel policies shall apply to the City Manager.
- D. Upon separation, the City Manager shall be compensated for accrued and unused vacation leave and twenty-five percent (25%) of unused sick leave up to the maximum number of hours authorized by law, calculated at the rate of pay in effect upon separation.

Section 5. Termination and Severance Pay.

- A. The City Manager may only be removed as set forth in the City Charter as it may be amended from time to time.
- B. If the employment of the city manager is terminated pursuant to the removal procedures in the City Charter, the City agrees to pay severance pay equal to 10 weeks of total compensation, less federal and state withholding. In addition, the City Manager shall be compensated for accrued paid leave calculated at the rate of pay in effect upon termination as authorized by City policies and law and the City shall continue to pay benefits into Bell's retirement during the severance period.
- C. The City shall not be obligated to pay severance benefits described in Section 5 B above during his first 180 days of employment unless otherwise agreed to by Commission, or, if the City Manager is convicted of, pleads no contest to, or receives a withhold of adjudication for a felony or misdemeanor crime involving moral turpitude or dishonesty, or if he willfully acts with misfeasance or malfeasance or otherwise is guilty of willful misconduct which constitutes conduct demonstrating disregard of the City's interests, a violation or disregard of standards of behavior of the City Manager, willful carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil desire, willful and substantial disregard of the City's interests or of the City Manager's duties and obligations to the City, including but not limited to willful conduct resulting in material harm to the City, willful neglect or failure to perform his duties, insubordination, misconduct, as defined in section 443.036(29), Florida Statutes, as may be amended from time to time or willful acts of dishonesty. For termination due to reasons related to this subsection, the City Manager is only entitled to compensation for hours actually worked up to the termination date and compensation for accrued leave. Bell may only be terminated or forced to resign, whether during or after the probationary period in accordance with Article III Sec 37 of the City Charter and Code of Ordinances of the City of Palatka by majority of the City Commission which shall set forth the reasons for the separation. Other than the reasons stated herein, the City Manager, if separated, shall be deemed to be without cause.
- D. If this Agreement is terminated by the death of the City Manager, the City shall pay a designated beneficiary of the City Manager or his estate all accrued compensation to the City Manager as of the date of his death. The City shall have no other liability to the City Manager, his estate, heirs, or beneficiaries, and neither the City Manager's beneficiary, nor estate will be entitled to any severance pay.

- E. If the Commission acts to reduce the City Manager compensation or the benefits, the Bell may consider this as separation without cause and Bell will be entitled to severance.
- F. If Bell should resign during the 90 day period before or after an election, it shall be deemed as separation without cause and Bell shall be entitled to severance.

Section 6. Residency.

The City Manager shall maintain his principal place of residence in the City of Palatka, unless, and only after diligent search and effort, the City Manager is unable to find a suitable residence within the City limits, in which case, he shall reside within a ten (10) mile radius of the Putnam Co limits throughout the term of employment.

Section 7. Salary

- A. The City agrees to pay the City Manager an annual base salary of **\$162,000** during the first year of this agreement, payable in the same pay periods as general employees of the City are paid.
- B. After conducting an annual review of the City Manager's job performance, the City Commission shall consider the results of his performance evaluation as outlined in Section 8 below, and guidelines applied to city employees in determining the amount of salary adjustment and benefit adjustment for the City Manager, whether and increase or decrease.
- C. The City Manager shall receive general cost of living adjustments, market adjustments, and other salary and benefit enhancements granted by action of the City Commission to city employees. The City Manager's base salary shall be increased by the same percentage and at the same time as employees in accordance with the established city policies and procedures.

Section 8. Performance Evaluation, Goals and Objectives

- A. Within the first six months of the City Manager's employment, the City Commission shall meet with the City Manager for the specific purpose of setting goals for the City and for the City Manager, and initiating periodic work programs.
- B. The City Manager shall work with the city attorney to identify processes and procedures for request for, and provision of, legal services to city departments and staff.
- C. The City Commission shall review the City Manager's job performance at least once annually with the first review being on or before January 1, 2025. Later annual reviews will occur during the same anniversary month of each year, unless all parties agree otherwise. The annual performance evaluation shall be related to the City Manager's charter and ordinance duties and shall be based in whole or in part on goals for the City Manager's performance that are jointly developed and adopted by the City Manager and the City Commission.

- D. The review and evaluation process shall be established by the City Commission and shall be constructive in nature to enable Bell to improve his abilities and service to the City.
- E. The City Commission shall provide the City Manager with a reasonable and adequate opportunity to discuss the City Manager's evaluation with the City Commission.
- F. The City's Human Resources Professional shall be responsible for scheduling the City Manager's annual review. Failure to perform the City Manager review as determined and escribed herein in a timely manner shall not be a justifiable reason for delay in base salary adjustment.
- G. The City Manager shall be required to maintain ICMA-Credentialed Manager status during his tenure with the City. Maintenance of such status and educational attainment shall be consideration for any future base salary adjustments.

Section 9. Other Benefits

- A. Vehicle – City Manager is required to be on call for twenty-four-hour service. In recognition thereof, the CITY shall provide, maintain, insure, and fuel a late model vehicle for City' Manager's City business and personal use. All personal use will be reported according to IRS regulations on the City Manager's W- 2.
- B. Cell Phone - The City shall provide the City Manager with a cellular phone (smart phone), for professional use in accordance with the City's Technology Policy.
- C. Laptop - The City shall provide the City Manager with a laptop computer for professional use in accordance with the City's Technology Policy.
- D. The City shall, at the City Manager's request, provide the necessary documentation for any Student Loan forgiveness available to government employees.

Section 10. Retirement/Deferred Compensation

The City Manager will be enrolled in and participate in the City's general pension plan and the City agrees to contribute to same on City Manager's behalf in accord with the same formula and pattern applicable to other general employees. Should severance be awarded, the City shall continue to pay into the City Manager retirement during the severance period.

Section 11. Insurance (Health, Vision, Dental and Life).

The City agrees to provide and pay for the City Manager and dependent 's health, dental and 100% of vision and life insurance in the same manner and under the same conditions as other City employees. The City Manager shall be able to elect to opt out of individual or family plans and be eligible for any payout as provided to other employees for such reduced premiums to the City.

Section 12. Professional Development and Resources.

The City agrees, subject to the annual budget approved by the City Council, to pay the reasonable and necessary travel and subsistence expenses of the City Manager for professional and official travel, meetings and occasions adequate to continue his professional development, and to adequately pursue necessary official and other functions for the City, such as the Florida League of Cities, or, International City and County Manager's Association Annual-Conference, or, other regional, state and local governmental groups and committees of which the City Manager may serve as a member.

Section 13. Indemnification

The CITY shall provide a legal defense, save harmless, and indemnify the City Manager against any tort, professional liability claims or demand or any other legal action, arising out of an alleged act or omission occurring within the scope of the City Manager's employment and performance of his duties and functions, under the same terms and conditions as provided to the employees of the City of Palatka in accordance with the requirement and provisions of the City Charter and Code of Ordinances of the City of Palatka and Florida law. The City shall have the right to compromise and settle and such claim or suit and pay the amount of any such settlement or judgment rendered thereon, in its sole discretion. This indemnification shall extend beyond the termination of employment and the expiration of this agreement to provide protection for any such acts undertaken or committed in the City Manager's capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following his term of service with the City.

The City shall bear the full cost of any fidelity bonds, which may in the future be required of Bell by law or ordinance.

Section 14. Code of Ethics

The City Manager shall secure membership in the Florida City and County Management Association (FCCMA) and International City Management Association (ICMA). The City Manager agrees to follow the Code of Ethics promulgated by the FCCMA and ICMA and this Code of Ethics (attached) shall furnish principles to govern the City Manager's conduct and actions as the Palatka City Manager.

Section 15. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties. This Agreement shall become effective as of the date first written above, contingent upon adoption and approval by the Palatka City Commission and execution by Bell.
- B. Bell shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the City Commission, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. The City (including individuals within the City Commission) shall support Bell in keeping these commitments by refraining from any orders or requests to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel

on a basis other than fairness, impartiality and merit. Participation in any activities on behalf of the City by Bell must be done equitably across all candidates. Bell shall not support or endorse any election activities that may occur at city events and shall not be held responsible for such.

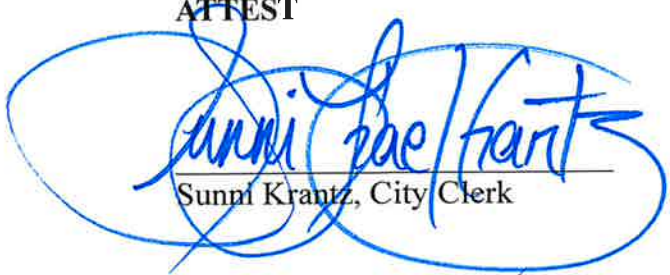
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.
- E. This Agreement may not be assigned by either party without the written consent of the other party.
- F. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed, and litigated in Putnam County, Florida.
- G. The Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the City Manager, if applicable.
- H. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- I. Notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) upon delivery when sent by prepaid overnight express delivery service; or (c) when sent by email and upon receipt by the sending party of written confirmation by the receiving party.
- J. The terms of this Agreement shall remain in full force and effect and hold over until employment is terminated under the terms herein or a new Agreement or Amendment to this Agreement has been negotiated and entered into by the City Commission and the City Manager.
- K. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition, or covenant of this Agreement shall be binding on either party until both parties have signed it.

IN WITNESS WHEREOF, THE City of Palatka has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, approved as to form by the City Attorney, and Bell has signed and executed this Agreement on the date first written above.

APPROVED by the City Commission of the City of Palatka during regular session on this 8th day of February, 2024.

ATTEST

CITY OF PALATKA

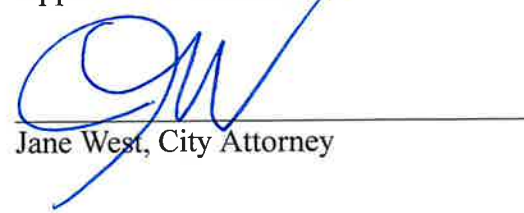


Sunni Krantz, City Clerk



BY: Roberta Correa, Its Mayor

Approved as to form:

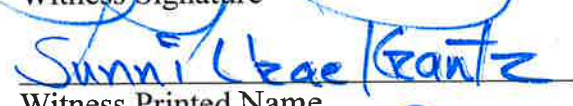


Jane West, City Attorney

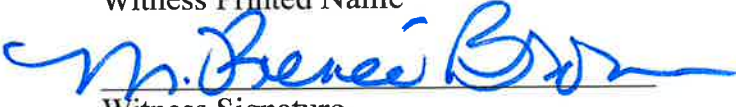
Witnesses:



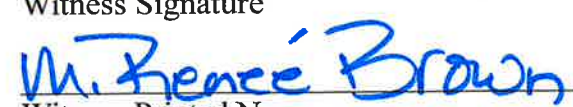
Witness Signature



Witness Printed Name



Witness Signature



Witness Printed Name



Darryl Le Troy Bell

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. We believe professional management is essential to effective, efficient, equitable, and democratic local government.
2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of all community members.
5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.
6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs. Encourage and facilitate active engagement and constructive communication between community members and all local government officials.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Manage all personnel matters with fairness and impartiality.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in April 2023.