

**JUNE 24, 2025**

**SPECIAL  
CITY COMMISSION MEETING**

**at  
4:30 p.m.**

**Location:  
Holiday Inn  
401 2<sup>nd</sup> Street  
Indian Rocks Beach, FL. 33785**



# City of Indian Rocks Beach

1507 Bay Palm Boulevard, Indian Rocks Beach, Florida 33785  
[www.indian-rocks-beach.com](http://www.indian-rocks-beach.com)

## AGENDA

### CITY OF INDIAN ROCKS BEACH

### **SPECIAL CITY COMMISSION MEETING**

TUESDAY, JUNE 24, 2025 AT 4:30 P.M.

HOLIDAY INN HARBORSIDE

401 2<sup>ND</sup> STREET- PELICAN ROOM

INDIAN ROCKS BEACH, FLORIDA 33785

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#### CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

#### ROLL CALL

1. **ACTION ITEM. Resolution 2025-05 For Appointment and Contract of City Attorney with Shumaker, Loop & Kendrick, LLP. (Presented by: Attorney Randy Mora)**
  2. **DISCUSSION:** City Manager Recruitment- Review Commission's Questionnaire. (Presented by: FCCMA- Senior Advisor, Pam Brangaccio)
  3. **ADJOURNMENT.**
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APPEALS: Any person who decides to appeal any decision made, with respect to any matter considered at such hearing, will need a record of the proceedings and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per s. 286.0105, F.S. Verbatim transcripts are not furnished by the City of Indian Rocks Beach, and should one be desired, arrangements should be made in advance by the interested party (i.e., Court Reporter).

In accordance with the Americans with Disability Act and s. 286.26, F.S., any person with a disability requiring reasonable accommodation to participate in this meeting should contact the City Clerk's Office with your request, telephone 727/595-2517 [lkornijtschuk@ircity.com](mailto:lkornijtschuk@ircity.com), no later than FIVE (5) days before the proceeding for assistance.

### **NEXT REGULAR CITY COMMISSION MEETING**

**TUESDAY, JULY 8, 2025 AT 6:00 P.M.**

**LOCATION: Holiday Inn 401 2<sup>nd</sup> Street, Indian Rocks Beach, FL. 33785**

# **AGENDA ITEM NO. 1**

**ACTION ITEM. Resolution 2025-05 For Appointment and Contract of City Attorney with Shumaker, Loop & Kendrick, LLP. (Presented by: Attorney Randy Mora)**

**CITY OF INDIAN ROCKS BEACH  
RESOLUTION NO. 2025-05**

**A RESOLUTION OF THE CITY OF INDIAN ROCKS BEACH,  
FLORIDA, PERTAINING TO THE APPOINTMENT OF A  
CITY ATTORNEY AND ASSISTANT CITY ATTORNEYS;  
PROVIDING FOR A CONTRACT ESTABLISHING THE  
RATES OF COMPENSATION; PROVIDING THAT THIS  
RESOLUTION SUPERSEDES ANY OTHER RESOLUTIONS  
PERTAINING TO THE APPOINTMENT OF CITY  
ATTORNEYS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 6.4 of the City Charter provides that the City Commission shall appoint a City Attorney who shall act as the legal advisor to, and attorney for, the City and all of its officers or employees in matters arising out of the performance of their official duties for the City; and

**WHEREAS**, Section 6.4 of the City Charter sets forth the powers and duties of the City Attorney; and

**WHEREAS**, Section 6.4 of the City Charter specifies that the City Attorney must be an attorney-at-law duly licensed to practice law in the State of Florida with at least three years of legal experience and at least two years experience in municipal governmental law; and

**WHEREAS**, Section 6.4 of the City Charter allows the City Commission to appoint an assistant city attorney and may contract with other attorneys or firms of attorneys to perform such services on behalf of the City on specialized projects as may be deemed necessary or expedient in the discretion of the City Commission; and

**WHEREAS**, the City Attorney and Assistant City Attorneys serve at the pleasure of the City Commission; and

**WHEREAS**, on May 14, 2025, the City published a Notice of Request for Proposals for Legal Services for the City of Indian Rocks Beach to provide services as the contracted City Attorney (the “RFP”), establishing the deadline for responses as June 6, 2025 (the “Deadline”); and

**WHEREAS**, on or before the Deadline, three law firms submitted responsive bids, including Shumaker, Loop & Kendrick, LLP (the “Firm”); and

**WHEREAS**, the City Commission finds that it is necessary, appropriate, and in the best interests of the City to appoint a new City Attorney based on the responses to the RFP; and

**WHEREAS**, at a noticed public meeting on June 10, 2025, following public comment, the City Commission unanimously voted to direct the City Attorney to engage in contract negotiations with Shumaker, Loop & Kendrick, LLP, identifying Attorney Matthew Maggard as the City Attorney, with the support and assistance of the Firm’s employed and retained professionals; and

**WHEREAS**, the City Commission finds that Maggard and the other attorneys within the Firm satisfy the conditions set forth in the City’s Charter and the RFP, and desires to retain to fulfill the duties of City Attorney; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF INDIAN ROCKS BEACH, FLORIDA, THAT:**

**Section 1 – Charter Official Appointments.** Effective immediately upon the adoption of this Resolution by a public vote of the City Commission, the City Commission makes the following appointments:

- A. City Attorney.** Matthew Maggard of Shumaker, Loop & Kendrick, LLP shall be appointed as City Attorney, with all corresponding powers and duties, as contemplated by the City’s Charter.
  
- B. Assistant City Attorneys.** To facilitate an efficient and effective transition, the City Commission finds it necessary and appropriate to identify and appoint certain persons employed by the Firm as Assistant City Attorneys. Any Assistant City Attorney shall report to and coordinate their legal advice and service to the City with Matthew Maggard as the City Attorney.
  - i.** Ronald Christaldi, Jennie Tarr, Matt Newton and Sarah Glaser of Shumaker, Loop & Kendrick, LLP shall be appointed and designated as an Assistant City Attorney.
  
  - ii.** Nothing in this section or any of the subsections thereof shall be construed to limit or prevent Matthew Maggard, as City Attorney, from relying on or utilizing any of the other attorneys or advisors in the Firm to serve as legal advisor, attorney, consultant, or counselor to the City and its officers or employees, in the official capacity.

**Section 2 – Compensation.** Matthew Maggard and the attorneys and consultants of Shumaker, Loop & Kendrick, LLP shall be compensated in the manner set forth more fully in the Agreement attached and incorporated herein as **Exhibit 1**. The City’s retention of the Firm shall be governed by the terms of the Agreement, provided such terms are consistent with the City’s Charter, Code of Ordinances and applicable state and federal law.

**Section 3 – Supremacy.** This Resolution shall supersede, replace, and repeal any portions of any prior resolutions appointing City Attorneys or Assistant City Attorneys in conflict herewith, to the extent of such conflict.

**Section 3.** This Resolution shall become effective immediately upon its adoption by the City Commission of the City of Indian Rocks Beach.

**PASSED AND ADOPTED** this 24th day of June, 2025, by the City Commission of the City of Indian Rocks Beach, Florida.

\_\_\_\_\_  
Denise Houseberg, Mayor-Commissioner

ATTEST: \_\_\_\_\_  
Lorin Kornijtschuk, City Clerk

Exhibit 1  
June 13, 2025

Via Email: [Randy@cityattorneys.legal](mailto:Randy@cityattorneys.legal)

City of Indian Rocks Beach  
c/o Randy Mora, Esq.  
1507 Bay Palm Boulevard  
Indian Rocks Beach, Florida 33785

Re: Legal Representation

Dear Mr. Mora:

I write to confirm the agreement of Shumaker, Loop & Kendrick, LLP (“Shumaker”) to represent the City of Indian Beach Rocks, Florida (“IRB”) as IRB’s City Attorney.

Matthew Maggard will be lead City Attorney with Ronald Christaldi, Jennie Tarr, Matt Newton and Sarah Glaser assisting as Assistant City Attorneys. IRB may also in its discretion as needed consult with our non-lawyer professionals, such as Former Mayor Buckhorn, Former Mayor Kriseman and Former Commissioner Sandy Murman as an extension of our City Attorney services.

Our fees for all professionals for all services will be \$385 per hour. Travel time will not be charged for those in our Tampa and St. Petersburg offices. Travel time for our professionals outside of the Tampa and St. Petersburg offices will be billed at \$125 per hour.

Please review carefully the attached Terms of Engagement. If the Terms of Engagement are acceptable, please so confirm by having signed the enclosed copy of this letter in the space provided below and returning a copy. By doing so, you will inform us that you have reviewed and agreed to the Terms of Engagement.

Thank you for retaining us.

Very truly yours,

Ronald A. Christaldi

RAC:tp  
Enclosure

ACCEPTED AND AGREED TO:

City of Indian Rocks Beach

By: \_\_\_\_\_  
Denise Houseberg, Mayor-Commissioner

Date: \_\_\_\_\_

## **TERMS OF ENGAGEMENT**

Thank you for retaining Shumaker, Loop & Kendrick, LLP. In order to provide you the highest quality services, it is important to clarify our mutual expectations. Your signature on the accompanying letter constitutes your acceptance of the terms of the engagement set forth below, unless the letter states otherwise. If any of the following is unclear to you or unsatisfactory, please let us know immediately.

### **Scope of Engagement**

The services we will provide to client are described in the accompanying letter. We provide services of a legal and public policy nature only. While we certainly will discuss with you the strategic and business implications of matters entrusted to us, you will not rely on us for business or accounting decisions.

We will not investigate the character or credit of third parties you may deal with.

### **Identity of the Client**

Our client is the person or entity to whom the letter is addressed. If the letter is addressed to more than one party, each party must sign the letter.

If our client is an entity other than an individual, we do not, absent separate arrangements, represent the owners, employees or agents of the entity—even though we may be selected, approved and/or paid by them—and our duty shall be to serve the interests of the legal entity.

If our client is an entity, we will report to and follow the instructions of the employee or agent of the client to whose attention the letter is directed (unless an authorized representative of the client instructs us to do otherwise). We will assume that this person is responsible to communicate our advice to the representatives of the client who are responsible for making decisions with respect to the matter.

If we represent a party on an insured claim, our client is the insured, even though we may be selected, approved and/or paid by the insurer. The insurer may also be a client, but in those cases our primary duty is to the insured. If a potential conflict of interest arises between the insurer and the insured, the insurer consents to our continuing to represent the insured as to the matter and agrees to retain other counsel to represent its interests.

### **Termination of Engagement**

Our engagement will end upon complete performance of the services described in the letter.

You may terminate our engagement at any time by notifying us in writing thirty (30) days prior to the termination date. You will remain responsible for fees and expenses incurred prior to termination.

We may withdraw from the engagement for non-payment of fees and as otherwise permitted by the applicable rules of conduct of attorneys with sixty (60) days prior written notice.

Upon termination, we will cooperate with any successor counsel to ensure a smooth Transition. Our charges will include reasonable time spent in dealing with successor counsel.

Upon conclusion of the engagement and receipt of payment for our services, we will return to you documents and other materials furnished by you, upon your request. All other materials in our file will be retained by us as our work product. Any documents that remain in our possession may be destroyed 7 years after the end of the engagement.

### **Fees**

When establishing fees for our services, we are guided by the time and labor required and other appropriate factors, including: the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular services; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances.

To assist in determining reasonable fees for the time and labor required for a matter, we internally assign hourly rates to our professionals. Our hourly rates are based upon each professional's years of experience, specialization, training and level of professional attainment, and are subject to change from time to time. Our fees are evaluated and adjusted annually effective for time spent on January 1<sup>st</sup> of each year. We will provide you with 90 days prior written notice of any other increase in our fees.

If we incur third-party costs on your behalf, you will pay such third parties directly or reimburse us if we pay them. We are not responsible to pay such costs. You agree to pay costs incurred on your behalf related to e-discovery and litigation support relating to the collection, review, and exchange of documents and electronically stored information. If hosted by a third party you will pay such third parties directly or reimburse Shumaker if we pay them or host on Shumaker systems.

Sometimes it is necessary for us to incur expenses for items such as filing fees and other out-of-pocket costs under \$500. Similarly, some matters require substantial amounts of ancillary services, such as photocopying, computerized legal research and staff overtime. In order to allocate these expenses fairly and keep billable rates as low as possible for those matters which do not involve such expenditures, these items are separately itemized and billed on our statements. Some costs and disbursements advanced represent out-of-pocket costs; some represent an allocation of overhead costs associated with the items and others represent a combination of both factors. If we travel on your behalf, we charge for our travel time and costs incurred for any staff traveling to and from outside of the Tampa and St. Petersburg office. For any significant expenses and disbursements, we will seek your prior written approval.

Our statements generally will be prepared and mailed during the month following the month in which services are rendered and costs advanced. Invoices remaining unpaid sixty days after the date of invoice will be charged a late payment charge of 1% per month. We are entitled to reasonable attorney fees and expenses if collection activities are necessary.

Your responsibility for payment of our fees is not contingent on the outcome of the matter or the result obtained. Legal matters frequently take courses that cannot be predicted, and no guarantee can be given concerning either the outcome or the total legal fees and costs incurred in arriving at that outcome.

### **Retainers**

As a condition to the engagement, we generally will ask you to deposit with us an amount that is appropriate under the circumstances to ensure payment of our fees and expenses. During the course of our representation, you are required to pay each invoice that you receive from us within the time provided on the invoice. The amount deposited will be held by us in an escrow account until the conclusion of the matter or applied before the conclusion of the matter in the sole discretion of the firm. If not applied to an earlier owed amount, the deposited amount will be applied to the payment of our final statement. Any amounts not applied to payment of our invoices will be returned to you when the matter is concluded.

The amount of the requested deposit is not intended to serve as an estimate of the fees likely to be incurred by you. It is merely a way to reduce the credit risk resulting from the fact that our charges are determined after the services are rendered.

We may ask you to deposit additional amounts from time to time during the engagement as circumstances warrant. We reserve the right to discontinue performance of services if you do not make the requested deposit.

### **Arbitration**

Any dispute which may arise during our engagement, whether over the quality or quantity of services provided, the amount of our fees or the payment of our fees, shall be submitted to and resolved by binding arbitration. A duly appointed arbitration panel of the Florida Bar Circuit Arbitration Committee will act as arbitrators and hear the matter pursuant to the Florida Supreme Court Rules, Chapter 14 – Fee Arbitration Rule, or any successor rule. The members of the arbitration panel shall be vested with all the powers and shall assume all the duties granted and imposed upon arbitrators by Florida law, including the power to determine the manner in which the arbitration proceeding will be conducted. All parties shall be entitled to be heard and shall have the right to be represented by an attorney at the hearing. Judgment may be entered on the arbitration award in any court of competent jurisdiction in Florida and any award rendered shall be binding on the parties. The prevailing party shall be entitled to an award of its reasonable attorney fees and costs.

### **Attorney-Client Privilege**

The attorney-client privilege protects oral and written communications between us that are related to the performance of legal services—subject to limited exceptions—as long as you do not waive the privilege. The privilege can be inadvertently waived if you disclose all or part of those communications to anyone else.

If our client is a legal entity, waiver can occur through disclosure to any individual— even a person within the entity—who is not authorized by the entity to be involved in the decision-making process with respect to the matter.

The right to waive the privilege belongs to the client named in the letter, who can choose to waive the privilege at any time.

### **Representation of Other Parties**

We are ethically prohibited from representing clients if the representation would create a conflict of interest. A conflict may arise either from a relationship we have with another client or former client or from other interests or relationships that could be perceived to affect our ability to exercise independent judgment and zealously pursue your objectives. In some circumstances, the representation can continue if both clients consent after full disclosure.

We have procedures designed to identify potential conflicts of interest in advance, but they are not foolproof. If we became aware of a conflict of interest, we will call it to your attention and take other appropriate action. You agree to let us know if you become aware of such a conflict.

As an independent firm, we represent a wide variety of clients. The fact that another of our clients may compete with you does not in itself constitute a conflict of interest. However, any information you provide to us concerning your matters will be kept confidential.

### **Future Matters**

Unless otherwise agreed to in writing, the same terms will apply to any work performed by us in the future, even if it is unrelated to the matter referred to in the letter.

### **Records**

The firm's official file is the electronic file. The firm may create paper files during a matter, but paper files are destroyed at matter end as permitted by law.

### **Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-595-2517, [lkornijtschuk@irbcity.com](mailto:lkornijtschuk@irbcity.com), AND 1507 BAY PALM BOULEVARD, INDIAN ROCKS BEACH, FL 33785.**

**Furthermore, the Shumaker Firm shall comply with Florida's public records law, specifically to:**

- 1. Keep and maintain public records, if any, required by law and the City to perform the service.**
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected**

or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

**3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.**

**4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the public agency.**

**STATE OF FLORIDA**

**COUNTY OF PINELLAS**

**NO COERCION OF LABOR AFFIDAVIT**

BEFORE ME, the undersigned authority, personally appeared Ronald A. Christaldi, who, after being duly sworn, deposes and states that he/she is an adult person, over the age of 18, competent to testify as to the following matters to which he/she has personal knowledge:

1. My name is Ronald A. Christaldi.
2. I am currently a partner of Shumaker, Loop & Kendrick, LLP.
3. In that capacity, I am authorized to make this attestation.
4. Pursuant to the requirement of Florida Statutes § 787.06(13), my company attests, under penalty of perjury, that it does not use coercion, as defined in Florida Statutes § 787.06(2)(a), for labor or services.

FURTHER AFFIANT SAYETH NOT:

\_\_\_\_\_  
Ronald A. Christaldi

The foregoing instrument was attested to before me this \_\_\_ day of June, 2025, by Ronald A. Christaldi, who is [ ] personally known to me or [ ] who has produced \_\_\_\_\_ as identification, and who did take an oath under penalty of perjury, and who appeared before me at the time of notarization.

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Notary Public-State of Florida

Commission No: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

seal:

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Shumaker, Loop & Kendrick, LLP is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Ronald A. Christaldi

Title: Partner

Signature:

Date:

## **AGENDA ITEM NO. 2**

### **DISCUSSION:**

City Manager Recruitment

Review Commission's Questionnaire.

(Presented by: FCCMA- Senior Advisor, Pam Brangcaccio)

# **AGENDA ITEM NO. 3**

**ADJOURNMENT**