

SPECIAL MEETING OF THE FLAGLER BEACH CITY COMMISSION, THURSDAY, AUGUST 6, 2015.
2:05 P.M. IN THE COMMISSION CHAMBERS AT 105 SOUTH SECOND STREET, FLAGLER BEACH,
FLORIDA 32136

AGENDA

1. Call the meeting to order.
2. Pledge to the flag.
3. Discussion and any necessary direction to City Attorney regarding potential challenge to Flagler County Comprehensive Plan Amendment.
4. Consider approval of an Interlocal Agreement between the City of Flagler Beach and Flagler County for the Residential Construction Mitigation Program.
5. Adjournment.

WORKSHOP MEETING OF THE FLAGLER BEACH CITY COMMISSION, AUGUST 6, 2015
IMEDIATLY FOLLOWING THE 2:05 P.M. SPECIAL MEETING. 105 S. 2ND STREET, FLAGLER
BEACH, FL 32136

- 1 Call the meeting to order.
- 2 Discuss and decide the process going forward for the hiring of a new City Manager.
- 3 Adjournment.

RECORD REQUIRED TO APPEAL: In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this record. You may hire a court reporter to make a verbatim transcript, or you may buy a CD of the meeting for \$3.00 at the City Clerk's office. Copies of CDs are only made upon request. The City is not responsible for any mechanical failure of the recording equipment.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 517-2000 ext. 233 at least 72 hours prior to the meeting.

The City Commission reserves the right to request that all written material be on file with the City Clerk a minimum of three days before the proposed action.

#4

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF FLAGLER BEACH AND FLAGLER COUNTY
FOR THE RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM**

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the CITY OF FLAGLER BEACH, a Florida municipal corporation ("City"), whose address is 105 S. Second St. P.O. Box 70, Flagler Beach, FL 32136, and FLAGLER COUNTY, a political subdivision of the State of Florida ("County"), whose address is 1769 East Moody Boulevard, Building 2, Suite 301, Bunnell, FL 32110.

WITNESSETH:

WHEREAS, the Parties desire to cooperate in order to provide for the housing needs of their citizens efficiently and in the most cost-effective manner; and

WHEREAS, the Florida Division of Emergency Management (hereinafter, "FDEM") administers mitigation programs designed to reduce or eliminate the impact of hazards, which exist within a community and are a threat to life and property, including the Residential Construction Mitigation Program (hereinafter, "RCMP"); and

WHEREAS, the City needs outside funding assistance for residents in need of residential wind mitigation retrofit improvements, which entail a comprehensive, wind mitigation inspection and analysis of residential structures, as well as retrofitting services based on those findings (hereinafter, "Residential Retrofits"); and

WHEREAS, the City anticipates being the recipient of RCMP funding from FDEM to cover the cost of the Residential Retrofits pursuant to an FDEM State-Funded Grant Agreement, (hereinafter, "RCMP Grant"); and

WHEREAS, the County has an established mitigation planner and qualified staff to manage and administer FDEM mitigation grants, and the City desires to utilize this expertise for its RCMP Grant; and

WHEREAS, the Parties desire to distribute monies available under the RCMP Grant pursuant to this Agreement and to provide for the County's administration of the RCMP Grant; and

WHEREAS, the Parties recognize the Residential Retrofits will provide increased wind resistance to homes, reducing damage, debris, and recovery time for residents and will benefit the communities in which they reside by mitigating against wind hazards; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125, 163, and 166, *Florida Statutes*, and other applicable laws.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and form a material part of this Agreement upon which the Parties have relied.

SECTION 2. ADMINISTRATION OF THE RCMP.

- a. The County shall assist the City in completing the RCMP Grant application. The City will submit the application and procure the grant. If the RCMP Grant is not awarded, this Agreement shall be null and void. If the grant is awarded, the City shall furnish the County with a copy of the executed RCMP Grant.
- b. Upon RCMP Grant award, responsible staff for the City and County shall meet and establish a protocol for administration of the grant. As part of the protocol, the Parties shall establish the responsibilities for producing the documentation that is necessary for the deliverables required by FDEM, including, but not limited to Property Information Sheets, Spreadsheets, Requests for Reimbursement, and the Final Close-Out Package.
- c. As part of the protocol, the County shall identify eligible beneficiaries for the Residential Retrofits under the RCMP Grant. The County's wind mitigation inspector shall conduct an inspection and analysis of eligible homes and identify the scope of work to be completed to achieve the objectives of the RCMP Grant. Based on this analysis, the County will provide the City, for submission to FDEM, the Property Information Sheets as required by the RCMP Grant.
- d. The County shall solicit vendors to complete the Residential Retrofits in accordance with the County's procurement policy. The County shall develop a Scope of Work for each property approved by FDEM based on the retrofit measures identified on the Property Information Sheets. The City shall engage the vendor/s selected by the County to complete the specific Residential Retrofits approved by FDEM in accordance with the RCMP Grant. The City shall be responsible for paying the vendor/s and seeking reimbursement from FDEM pursuant to the RCMP Grant.
- e. The City shall be responsible for monitoring the work of the vendor/s and issuing or obtaining all permits associated with the Residential Retrofits. The City shall ensure the Residential Retrofits are completed in accordance with the standards, regulations, laws, codes, and procedural requirements, whether federal, state or local, which are applicable to, or in any manner affect the completion of the Residential Retrofits; this includes, but is not limited to, all terms, conditions, and project requirements set forth in the RCMP Grant and the associated rules and regulations of the FDEM.
- f. In order to ensure that the RCMP Grant requirements are satisfied and that the City is reimbursed as expeditiously as possible, the City shall forward to the County all backup documentation required to implement the RCMP Grant. The County shall assist the City in producing for execution and submission to FDEM all deliverables and reporting documents required for the City to seek reimbursement of eligible funds expended by the City on the Residential Retrofits under the RCMP Grant.
- g. The City shall reimburse the County for the actual cost of administrative services described above using the Administrative Expenditures portion of the grant funding as identified in Attachment "A" of the RCMP Grant. The City shall draw down the Administrative Expenditures from the RCMP Grant whenever allowed under the Grant and shall utilize the

assistance of the County. Payment to the County is due no later than 30 days following receipt by the City of funds from FDEM for Administrative Expenditures.

SECTION 3. MODIFICATION OF AGREEMENT. This Agreement may only be modified by written agreement of the Parties, adopted with the same formalities as the adoption of this Agreement.

SECTION 4. EFFECTIVE DATE AND TERMINATION OF AGREEMENT. This Agreement shall become effective on the date this Agreement is filed with the Clerk of Courts. Neither of the Parties may unilaterally terminate this Agreement, and both Parties shall remain bound to this Agreement for the term of the RCMP Grant. Time is of the essence in the lawful performance of the duties and obligations contained in this Agreement.

SECTION 5. INTERPRETATION. The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either Party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

SECTION 6. LIABILITY AND INDEMNIFICATION.

- a. To the extent permitted by Florida law and without waiving any statutory and constitutional sovereign immunity protections, the City agrees to hold harmless and shall indemnify the County and FDEM from any and all claims and all manner of action and actions, losses, demands, damages, penalties and expenses including reasonable attorney's fees, which may result from, or arise out of the intentional or negligent acts of the members, employees, appointees or agents of the City, while in the performance of this Agreement, subject to applicable law, including Section 768.28, Florida Statutes, regarding governmental agency liability.
- b. Nothing herein shall be deemed a waiver, express or implied, of either Parties' sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. Further, there are no third party beneficiaries to this Agreement or its liability and indemnification provisions except to FDEM.

SECTION 7. NOTICES. Whenever either Party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the Party for whom it is intended at the location specified below. The location for giving notice shall remain the same until it shall have been changed by written notice in compliance with the provision of this section. The Parties designate the following as respective locations for giving notice:

CITY OF FLAGLER BEACH:

City Manager
105 S. Second St.
P.O. Box 70,
Flagler Beach, FL 32136

FLAGLER COUNTY:

Public Safety Emergency Manager
Flagler County Emergency Services
1769 East Moody Blvd., Bldg. 3
Bunnell, FL 32110

SECTION 8. SEVERABILITY. Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal, or unenforceable.

SECTION 9. RECORDATION AND EFFECTIVE DATE. After execution, this Agreement shall be forwarded to the County Attorney's Office for recordation with the Clerk of Court in and for Flagler County, Florida.

IN WITNESS WHEREOF, the duly authorized officials of the Parties have made and executed this Agreement on the respective dates indicated below.

CITY OF FLAGLER BEACH

CITY OF FLAGLER BEACH, FLORIDA, CITY COMMISSION

ATTEST:

Penny Overstreet, City Clerk

Linda Provencher, Mayor

APPROVED AS TO FORM:

DATE:

Drew Smith, City Attorney

FLAGLER COUNTY

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

Gail Wadsworth, Clerk of the Circuit Court and Comptroller

Frank J. Meeker, Chairman

APPROVED AS TO FORM:

DATE:

Al Hadeed, County Attorney



City of Flagler Beach

P.O. Box 70 • 105 South 2nd Street
Flagler Beach, Florida 32136

Phone (386) 517-2000 • Fax (386) 517-2008

Attached - 0
Item # 2
7-6-15mths
Workshop

Memo

To: Elected Officials
Drew Smith
From: Liz Mathis 
Date: 08/04/2015
Re: City Manager Profile

Attached please find additional back-up for Agenda Item #2 of the August 6, 2015 Workshop Meeting. There are certain sections of the job profile (Challenges and Opportunities and Compensation) that require input from the Commission.

Flagler Beach- Located in Northeast Florida twenty miles north of Daytona Beach and just over 30 miles south of St. Augustine. The City of Flagler Beach is a unique seaside community that offers six miles of sparkling, uncrowded beaches, a classic fishing pier, beachside shops, waterfront restaurants and natural parks. Home to more than 5,000 residents, most of the city is nestled between the Atlantic Ocean and the Intracoastal Waterway. This thin strip of a beach town has remained significantly less developed than many of its neighbors. Maintaining this balance between economic development and preserving a small town environment is reflected in its vision statement:

- Preserving our environment as a community asset
- Maintaining our Old Florida heritage and small town charm
- Providing a safe, healthy and clean environment
- Supporting the development of local business to provide services to residents
- Promoting and supporting eco-tourism through our natural resources
- Providing opportunities for education, culture and recreation

The City boasts of other activities that include boating, fishing, biking, paddling, and kayaking. It is a family friendly, outgoing and safe community.

The City hosts many events including the Fabulous Fourth of July Event and monthly First Friday Events in our downtown Veteran's Park.

History: One of the first documented residents of this area was W.A. Cookman who planted an orange grove on the west side of the Intracoastal Canal in 1908. Soon after this, in 1913, George Moody built a ferry to cross the canal and homesteaded 167 acres beachside. This same year the first house was built beachside. In 1925 the village of Ocean City was incorporated into a city and renamed Flagler Beach. The iconic Municipal Fishing Pier opened in 1927. Over the years Flagler Beach has attracted many visitors and residents, but maintained its small beachside charm. In fact it was named in 2013 as one of the "Coolest Small Towns in America" by Budget Travel Magazine.

Demographics: As of the 2010 Census, Flagler Beach had 4,484 residents. Of that total population 48.62% are male and 51.38% are female. The median age in Flagler Beach is 55.5. Just over 97% are Caucasian, while other races and ethnicities make up the remainder. There are 3,439 total housing units; 44.4% are households with individuals over 65 years of age, while households with children under 18 make up 13.2%. In 2013 the estimated median household income was \$46,150.

Government: The City of Flagler Beach has a Commission/Manager form of government. The (6) six member Commission consists of a Mayor and (5) commissioners who are elected at large and serve two year terms. The Commission is charged with the responsibility of establishing policies and enacting ordinances and resolutions. A City Manager is appointed by the Commission and is charged with the responsibility of administering daily operations and implementing Commission directives.

The City of Flagler Beach provides a wide range of services to its residents. Departments include Police, Fire, Solid Waste Collection, Water Treatment, Wastewater Treatment, Code Enforcement, Planning, Building and Zoning, Public Works, Finance and Library.

The City has 62 Full Time Employees and a FY 2014/2015 budget of \$10,438,739 and a General Fund of \$5,055,323.

The Challenges and Opportunities

Ongoing challenges to protect the beach.

Community wants to keep taxes down, yet unwilling to accept cuts in services.

The Ideal Candidate: The ideal candidate will have a track record of achievement (ideally in a beachside community) and must demonstrate skills in leadership, public relations, communication, planning, economic development, team building, finance and personnel management. In addition, he or she must be innovative and be able to execute the city's vision for the future, while addressing the long and short term needs of the City.

Required Qualifications: The ideal candidate will have at least five years of successful management experience in municipal government, business and/or a related organization. The individual is expected to have at least a Bachelor's Degree, although a Master's Degree is preferred, in public or business administration or a related field.

Compensation: The salary range for the City Manager is \$----- to \$-----

Residency: Under Flagler Beach City Charter, the City manager is required to live within the City's boundaries while employed as City Manager.

How to Apply: Deliver, mail or email a completed City of Flagler Beach employment application, as well as a cover letter and resume addressed to the Mayor and City Commission, City of Flagler Beach, 105 South 2nd Street, Flagler Beach, Florida 32136. Application packets may be submitted by email to Liz Mathis, Human Resource Officer at lmathis@cityofflaglebeach.com. Incomplete applications will not be processed.

The City employment application and this announcement may be obtained via the City's website at www.cityofflaglerbeach.com.

Confidentiality: Under Florida's public records act, once an application is submitted it is deemed a public record.

Other Important Information: The City of Flagler Beach is an Equal Opportunity Employer and strongly encourages minorities and women to apply. A veteran's preference will be awarded as applicable under the Florida Statutes. All offers of employment will be contingent upon successful completion of a pre-employment drug test.

City of Flagler Beach

JOB TITLE: CITY MANAGER

DEPARTMENT: Executive

GENERAL DESCRIPTION: Highly responsible administrative work as Chief Executive Officer and responsible for the day to day operations of the City.

ESSENTIAL JOB FUNCTIONS:

1. Directs and supervises the administration of all departments, offices and agencies of the City, provided by the Charter or by law.
2. Attends all Commission meetings and shall have the right to take part in discussion but may not vote.
3. Sees that all laws, provisions of the Charter and acts of the Commission, subject to enforcement by the City Manager or by officers subject to the City Manager's supervision, are faithfully executed.
4. Prepares the budget annually, submits it to the Commission and is responsible for its administration after adoption.
5. Prepares and submits to the Commission as of the end of the fiscal year a complete report on the finances and administrative activities of the City for the preceding year.
6. Serves as the City's Public Information Officer.
7. Enforces City policies and authorizes disciplinary actions as appropriate.
8. Makes such other reports as the Commission may require covering the operation of the City departments, office and agencies which are subject to City Manager direction and supervision.
9. Keeps the Commission advised of the financial condition and future needs of the City and makes such recommendations as may seem desirable.
10. Signs and oversees administration of contracts on behalf of the City pursuant to the provision of appropriation ordinances.
11. Performs such other duties as may be prescribed by the Charter or required by the City Commission, not inconsistent with the Charter.
12. Performs other related duties as required.
13. Represents the City of Flagler Beach to other levels of government.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of general management principles and practices to include budgeting, policy and procedure

Knowledge of local government practices

Knowledge of Government in the Sunshine Laws

Knowledge of government accounting/budgeting principles

Skill in problem solving, and prioritizing

Skill in managing, evaluating, training and motivating employees

Skill in basic computer applications, writing reports and completing official documents

Skill in developing and implementing new policies, procedures, and programs

Skill in applying appropriate public relations techniques as situations warrant

Skill in prioritizing and managing multiple tasks and projects simultaneously

Ability to establish/maintain effective working relationships with those contacted in the course of work

Ability to express ideas clearly when providing oral and written reports and recommendations on administrative and technical issues

Ability to maintain records in an organized manner

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT:

Work involves sedentary to light work in an office setting. There is occasional need to drive, stand, stoop, walk, sit, lift light objects (up to 10 pounds) and perform similar other actions during the course of the workday. The City of Flagler Beach promotes a drug/alcohol free work environment through the use of mandatory pre-employment drug testing.

MINIMUM QUALIFICATIONS:

Graduation from an accredited college or university with a Bachelors Degree, Masters Degree preferred, in public or business administration or related field, and five years of successful management experience in municipal government, business and/or related organization. Experienced in grant administration/writing, human resources/labor relations and negotiations and government finance. Valid Florida driver's license required.