



AGENDA
FERNANDINA BEACH CITY COMMISSION
WORKSHOP
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034
FEBRUARY 24, 2016
1:00 PM

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CITY ATTORNEY DUTIES AS PROVIDED BY CHARTER AND CONTRACT
Documents: [Duties provided by Charter and Contract.pdf](#), [City Attorney Job Description.pdf](#)
5. CITY ATTORNEY BUDGET AND GOALS
Documents: [City Attorney Budget and Goals FY 2015-2016.pdf](#)
6. COMMISSIONER COMMENTS
7. ADJOURNMENT

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR 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 MADE.

Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY ATTORNEY

Sec. 31. - City Attorney appointment and duties.

- a) *Appointment; tenure of office; qualifications; and attorney pro tem.* The City Commission shall appoint a city attorney, who shall act as the legal advisor to and attorney and counselor for the municipality and all of its officers in matters relating to their official duties. The City Attorney shall serve under the direction and supervision of the City Commission and shall hold office at the pleasure of the City Commission. The City Attorney shall be chosen on the basis of legal and administrative qualifications. The City Commission shall establish an appropriate contract for the City Attorney, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.
- b) *Powers and duties enumerated.* The City Attorney shall be responsible to the City Commission for the proper administration of all affairs of the City assigned to the office of the City Attorney and to that end, the City Attorney's duties and powers shall be the following:
- 1) Prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and shall endorse on each the City Attorney's approval;
 - 2) The City Attorney shall be authorized to take such action required to avoid default judgment against the City in any litigation and shall obtain authorization by resolution to prosecute and defend all causes of action, lawsuits and claims in which the City is a party. The City Attorney shall review with the City Commission at the next regular meeting when any action to avoid default has been taken by the City Attorney;
 - 3) The City Attorney shall provide opinions of law relating to the activities of the City, the City Commission, the City Manager and City Clerk, upon request; and the direct employees of the City Attorney in the office of the City Attorney shall report to the City Attorney. The City Attorney shall have the authority to hire, direct, promote and terminate the employees in the City Attorney's Office, notwithstanding Section 29(b) herein.

(Laws of Fla., ch. 8949(1921), § 31; Ord. No. 91-17, § 1, 9-17-91; Ord. No. 2008-04, § 2, 3-4-08)

Sec. 32. - Additional duties.

In addition to the duties specifically imposed under the preceding section, he [the city attorney] shall perform such other professional duties as may be required of him by ordinance or resolution of the city commission or as are prescribed for city attorneys under the general law of the state which are not inconsistent with this Charter and with any ordinance or resolution which may be passed by the city commission.

(Laws of Fla., ch. 8949(1921), § 32; Ord. No. 91-17, § 1, 9-17-91)

Sec. 33. - Qualifications.

The city attorney shall be a lawyer admitted to and having authority to practice in all courts of the state.

(Laws of Fla., ch. 8949(1921), § 33; Laws of Fla., ch. 15203(1931), § 2; Ord. No. 91-17, § 1, 9-17-91)

SECOND AMENDED

**FULL TIME CITY ATTORNEY EMPLOYMENT AGREEMENT
2007-2008 CONTRACT**

THIS SECOND AMENDED AGREEMENT, made this 17th day of May 2011, between the City of Fernandina Beach, Florida, hereinafter referred to as the "City" or "the City Commission," as the context requires, and Tammi E. Bach, hereinafter referred to as "City Attorney."

WHEREAS, on May 17, 2011, the City Commission voted to approved Resolution 2011-72 amending the City Attorney's employment agreement dated, November 13, 2007, a second time to delete reference to the reorganizational meeting as a renewal date and simplify how the employment agreement may be terminated by the City Commission. Subsections I(A), III(D), V(A), V(B), V(C), V(D), V(E), VII(A) and XII of the agreement shall be amended accordingly.

WHEREAS, no other provisions of the Agreement shall be amended and are still in full force and effect.

NOW THEREFORE, it is hereby agreed as follows:

I. TERM OF EMPLOYMENT

- A. The initial term of this Employment Contract shall commence on November 13, 2007, the effective date as set forth herein in Section XII

- B. This Employment Contract shall be automatically renewed for one-year terms at the end of the initial term and each one (1) year term thereafter, and shall continue for subsequent one-year periods unless terminated according to the provisions of Section V or VI herein.

II. DUTIES

- A. The City Attorney will perform legal duties for the City as set forth in the City Charter and Exhibit "A.", attached hereto. It is agreed that Tammi E. Bach will serve the City full time as City Attorney.
- B. The City Attorney shall not represent other clients or perform other legal work for compensation during the term of this Agreement except as required to finalize existing cases. The finalization of existing cases shall be accomplished within ninety (90) days of the date of this Agreement with the exception of appeals and or continuances and the City Commission may extend the time based upon written explanation by the City Attorney. The City Attorney is hereby expressly authorized to perform pro bono legal services not in conflict with her duties as City Attorney.
- C. The City Attorney shall report directly to the City Commission.
- D. The City Attorney agrees to abide by, and perform required duties hereunder in accordance with, the ethics of the legal profession and all federal, state and municipal laws, regulations and ordinances regulating the practice of law, the City Charter and all policies and ordinances of the City of Fernandina Beach. If requested by the City Commission, the City Attorney shall provide an accurate record of all time devoted to the City's matters and affairs and divide such time by appropriate categories or matters.
- E. The City Commission may employ a special attorney to represent the City in regard to any matter where the City Commission determines that an attorney who is more familiar with a specialized field of law is necessary to represent the City in regard to such specialized fields and nothing contained in this agreement shall present or hinder the City Commission from doing so.

III. SALARY AND BENEFITS

- A. The City Attorney's initial annual salary under this Employment Contract for the initial contract term as set forth in Section I(A) above shall be \$115,000. The City Attorney shall be paid on the same payment basis as other City employees. The City Commission shall covenant to budget and appropriate the City Attorney salary benefits such as health and life insurance and all other benefits payable to the City Attorney in accordance with this Employment Contract, from legally available funds. The parties hereto understand and agree that no ad valorem taxes are pledged to secure this Employment Agreement. At the beginning of each fiscal year and at such other times as deemed appropriate by the City Commission, the City Attorney may receive salary raises as approved by the City Commission. However, the City Attorney shall receive percentage salary increases no less than the percentage increase established for other senior management employees in the City each year.
- B. If travel is required outside the corporate limits for City business, City Attorney shall receive mileage reimbursement for personal vehicle for said travel in accordance with Florida Statutes, §112.06.
- C. The City shall pay, consistent with Chapter 112, Florida Statutes, tuition, travel and other such fees and costs necessary or appropriate to allow the City Attorney to attend seminars, legal educational courses, and other such meetings pertaining to City legal matters, those costs necessary to meet general Florida Bar requirements, and those costs necessary to meet Florida Bar Board of Legal Specialization and Education requirements, specifically, for the City Attorney to maintain her Board Certification in City, County and Local Government Law. In addition, the City shall pay or reimburse the City Attorney dues for Membership in the Florida Bar; the City, County and Local Government Law Section of the Florida Bar; and the Florida Municipal Attorney's Association.

D. The City Attorney shall be entitled to three (3) weeks (=15 business days) of vacation each fiscal year, four (4) personal days, holidays and sick leave normally given the City employees. The City Attorney shall have the discretion to decide when she shall take accrued vacation, subject to notification and approval by the City Commission. A maximum of one (1) week of unused vacation and all accrued sick leave shall be carried over to the next fiscal year. Upon termination of this Employment Contract, whether by the City Commission or by the City Attorney, the City Attorney shall be entitled to compensation for all accumulated and unused vacation and 50% sick leave.

E. The City shall fund retirement benefits and provide health insurance and life insurance benefits for the City Attorney beginning after thirty (30) days of service as outlined in Exhibit "B", attached hereto, at no cost to the City Attorney. The City Attorney shall be 100% vested in the City's total contribution of retirement benefits as outlined in Exhibit "B" beginning on the first day that the City begins to fund such retirement benefits.

F. Except as specifically provided herein, the City Attorney shall be entitled to all insurance, including but not necessarily limited to group health insurance and life insurance, and all other benefits accorded to other senior management level employees of the City at no cost to the City Attorney.

IV. OFFICE AND STAFFING

A. The City shall provide the City Attorney with sufficient office space and office equipment, law books, and other supplies, materials and equipment that are necessary to enable the City Attorney to provide the services expected of the City Attorney.

- B. The City shall provide the City Attorney staff necessary to operate a full time City Attorney's Office, and at least one (1) full-time employee.

V. TERMINATION BY CITY

- A. The City Commission may terminate the employment of the City Attorney for cause prior to the expiration of the initial term of employment hereunder, or any applicable one (1) year renewal term. Cause for termination shall consist of dereliction of the duties of City Attorney. "Dereliction of the duties of City Attorney" is defined herein as, acts of gross misfeasance or malfeasance, gross misconduct which constitutes conduct demonstrating willful or wanton disregard of the City's interests, a deliberate violation or disregard of the standards of behavior to which the City Commission has a right to expect of the City Attorney, carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or shows an intentional and substantial disregard of the City's interests or of the City Attorney's duties and obligations to the City, including but not limited to conduct resulting in material harm to the City, willful neglect or failure to perform her duties as described in Exhibit "A" and in the City Charter, gross insubordination or acts of dishonesty. Prior to termination for cause under this paragraph, the City Commission shall furnish to the City Attorney a notification in writing of the grounds for discharge, and at the written request of the City Attorney, accord the City Attorney a public hearing prior to making a final decision on termination. The public hearing shall be held not sooner than twenty (20) days, nor later than forty (40) days, after delivery of the notification of grounds for termination to the City Attorney. Termination of the City Attorney under this paragraph shall require the affirmative vote of a majority plus one of the membership of the City Commission.
- B. In the event that the City Attorney is charged by indictment or information of a felony, she may, at the sole discretion of the City, be suspended from her duties without pay. In the event there is no conviction of a felony, the City

Attorney shall be re-instated with back pay. If there is a conviction, the Employment Contract, at the option of the City, may be terminated and the City Attorney discharged from her duties without a hearing.

C. The City Commission may by majority vote terminate this Employment Agreement, without cause, by giving the City Attorney thirty (30) days advance written notice. It shall not be necessary for the City Commission to have or state any specific cause, reason or ground to support a motion to terminate this contract.

D. If the City Commission, citizens or legislature acts to amend any provisions of the City Charter, regulations, ordinances, or policies, as they may be amended from time to time, and/or state law pertaining to the role, powers, duties, authority, or responsibilities of the City Attorney's position that substantially changes the terms of this Employment Contract, the City Attorney shall have the right to declare that such amendments constitute termination by the City Commission from the effective date of such amendments.

VI. TERMINATION BY CITY ATTORNEY

The City Attorney may terminate this Employment Contract by giving the City thirty (30) days advance written notice. If the City Attorney dies, or is unable to perform the duties of City Attorney through illness or disability, for a period of four (4) successive weeks beyond any accrued vacation and sick leave, this Contract shall be terminated.

VII. SEVERANCE

A. If this Employment Contract is terminated by the City Commission pursuant to Sections V(C) or V(D) above, the City Attorney shall be entitled to severance pay equal to her then current salary for a period of sixteen (16) weeks from the date of her termination. As part of any severance pay the City Attorney may be entitled to, the City Attorney shall also be entitled to

compensation for all accrued vacation and 50% accrual sick leave, and the City shall pay and provide for the continuation of health insurance, life insurance and all other benefits normally paid to the City Attorney, at the City's cost, for the same period of time that the City Attorney receives severance pay following the date of termination.

- B. Any severance pay provided herein shall be paid to the City Attorney in bi-weekly installments, unless otherwise agreed to in writing by the City Attorney.

- C. If this Employment Contract is terminated by the City Commission and the City Attorney is entitled to severance benefits under this Section VII, the City Attorney must execute a general and full release releasing the City, its elected officials, officers, employees, attorneys and agents from any and all obligations, claims or liabilities arising out of the City Attorney's employment with the City, including but not limited to claims for wrongful termination, discrimination of any kind, and defamation. Said release shall not release the City or the City Commission from its obligations to indemnify the City Attorney under Section X below.

- D. If the City Attorney voluntarily resigns pursuant to Section VI above, she shall be entitled to her salary, health and life insurance benefits through the date of termination, accrued vacation and 50% sick leave; however, she shall not be entitled to severance pay as provided in this Section VII.

VIII. RELOCATION EXPENSES

- A. The City will reimburse the City Attorney up to four thousand (\$4,000) for the costs associated with relocation.

- B. Should the City Attorney resign within two years of her employment with the City to retire or accept a position elsewhere, she will return to the City any

expenses it has paid to assist with her relocation. Reimbursement to the City of relocation expenses is not required if the City Attorney should die within the first two (2) years or resign within such time due to disability.

IX. BONDING

The City shall bear the full cost of any fidelity or other bonds required of the City Attorney under any law or ordinance.

X. INDEMNIFICATION

The City shall defend, hold harmless and indemnify the City Attorney against any tort, professional liability claim or demand, or other legal or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring at any time during the performance of the City Attorney's duties as City Attorney unless it is determined that the City Attorney acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The City shall pay the expenses for the travel, lodging, meals and lost time of the City Attorney should the City Attorney be subject to such, and if such suit be pending after the City Attorney is no longer in the employment of the City Commission. The City shall be responsible and have authority to compromise and settle any such claim or suit and pay the amount of any defense, settlement or judgment rendered thereon. The City Attorney shall fully cooperate with the City in the settlement, compromise or trial of any such claim. The provisions of any City policy or ordinance regarding the indemnification of the City's officials or employees shall apply to the indemnification of the City Attorney to the extent any such policy or ordinance does not conflict with this Section X.

XI. GENERAL PROVISIONS

- A. If any provision, or any portion thereof, contained in this Employment Contract is held to be unconstitutional, invalid, or unenforceable, the

remainder of this Employment Contract or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

- B. This Employment Contract shall not be amended except in writing executed by both parties hereto.
- C. A failure by either party to insist upon strict performance by the other, or to exercise any other right herein, shall not constitute a waiver of such right applicable to future conduct or the accrual of such future right.
- D. The headings for the sections contained in this Employment Contract are solely for convenience of reference and shall not constitute a part of this contract or affect its meaning, construction or effect.
- E. The interpretation of this Contract shall be governed by the laws of the State of Florida.
- F. This Contract revokes and supersedes any prior agreements, written or oral. No representations or promises other than those set forth herein may be relied upon by either party. This Contract represents the entire agreement between the parties and shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment to this Contract signed by both parties.
- G. Any dispute under this Agreement, which cannot be resolved informally, shall be resolved pursuant to the voluntary labor arbitration rules of the American Arbitration Association ("AAA") in Nassau County, Florida, by an impartial arbitrator, selected in accordance with such rules, as the exclusive remedy for any such dispute, including but not limited to claims of alleged discrimination. Any claim to arbitration must be submitted no later than three hundred and sixty five (365) calendar days following the date either party becomes aware

of the conduct constituting the alleged claims. The parties agree to waive their respective right to a jury trial over any such dispute and agree that failure to timely submit any claim to arbitration shall result in a waiver of the alleged claim. The parties further agree to waive any and all claims not raised through this procedure.

H. The City Attorney shall comply with Section 119.05 Florida Statutes requirement of the Disposition of Records at End of Official's Term.

XII. EFFECTIVE DATE

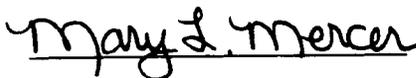
The original Agreement took effect on November 13, 2007.

CITY ATTORNEY



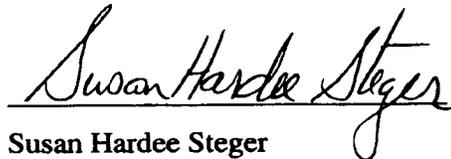
Tammi E. Bach, Esquire

ATTEST:



Mary Mercer
City Clerk

CITY OF FERNANDINA BEACH



Susan Hardee Steger
Mayor-Commissioner

EXHIBIT "A"

ESSENTIAL DUTIES AND RESPONSIBILITIES

Prepares and/or approves as to form all contract, bonds and other instruments in which the City is concerned.

As required by resolution, represents the City in court, and before quasi-judicial or administrative agencies of government relative to complaints, suits, and controversies in which the City is a party.

Prepares legal briefs, develops strategy, arguments and testimony in preparation for presentation of a case.

Prosecutes municipal citations.

Interprets laws, rulings, and regulations.

Provides legal opinions on any question of law relating to the respective powers and duties of the City Commission and City Manager or other matters as required by the City Commission or City Manager.

Prepares ordinances and resolutions requiring legal experience or as directed by the City Commission. Reviews and approves all ordinances and resolutions to be considered by the City Commission.

Attends all City Commission regular meetings and special meetings, as required, to provide legal advice and opinions relative to matters under consideration by the City Commission. Attends all meeting of the Planning Advisory Board, Historic District Council and Board of Adjustment when quasi-judicial hearings are to be ruled upon. Attends other City meetings at the request of the City Commission.

Prepares department budget and assures office operates within assigned parameters of the budget.

If requested by the City Commission, provides complete and accurate time records regarding all legal services, and the applicable department or subject matter.

Performs other duties as assigned by the City Commission.

EXHIBIT "B"

RETIREMENT & LIFE INSURANCE BENEFITS

With no mandatory contribution required by the City Attorney, the City shall pay for the benefit of the City Attorney a minimum of 10% of the City Attorney's total base salary each year to be placed in a retirement account chosen by the City Attorney, and for a life insurance policy in an amount equal to the nearest one thousand dollars (\$1,000.00) equivalent to one year base salary.

City of Fernandina Beach
Job Description

Title: City Attorney
Department: Legal
FLSA Status: Exempt/Contract
Reports to: City Commission
Salary Range: \$95,000 - \$120,000 DOQ

Qualifications

Law degree from an accredited law school, current membership with the FL Bar Association, and at least five years of municipal law experience representing a city or county required. Must have experience and expertise in Florida planning and zoning law, contractual law, drafting and defending ordinances and resolutions, real estate law, public purchasing, and coordinating the contractual legal services in specialized areas of law. Must have a track record of achievement, integrity, and honesty, and possess strong communications, interpersonal, and management skills. Proficiency in Microsoft Office Suite preferred. A comparable amount of training, education or experience can be substituted for the minimum qualifications.

General Description

Serves as the legal advisor to, and attorney and counselor for, the City of Fernandina Beach and all of its officers in matters relating to their official duties.

Essential Functions

1. Prepares and/or approves all contracts, bonds and other instruments in which the City is concerned.
2. As required by resolution, represents the City in court, and before quasi-judicial or administrative agencies of government relative to complaints, suits, and controversies in which the City is a party.
3. Prepares legal briefs, develops strategy, arguments and testimony in preparation for presentation of a case.
4. Prosecutes municipal citations.
5. Interprets laws, rulings, and regulations for the City Commission, City Manager and staff as approved by the City Commission or City Manager.
6. Provides legal opinions on any question of law relating to the respective powers and duties of the City Commission and City Manager or other matters as required by the City Commission or City Manager.
7. Prepares ordinances and resolutions requiring legal experience or as directed by the City Commission. Reviews and approves all ordinances and resolutions to be considered for adoption by the City Commission.
8. Attends all City Commission regular meetings and special meetings, as required, to provide legal advice and opinions relative to matters under consideration by the City Commission. Attends all meetings of the Planning Advisory Board, Historic District Council and Board of Adjustment when quasi-judicial hearings are to be ruled upon. Attends other City meetings at the request of the City Commission.
9. Prepares department budget and assures office operates within assigned parameters of the budget. Keep complete and accurate time records regarding all legal services, and the applicable department or subject matter.

City of Fernandina Beach
Job Description

10. Performs other duties as assigned by the City Commission.
11. These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.

Essential Physical Skills

Acceptable eyesight, hearing (with/without correction), ability to communicate (orally and in writing), moderate lifting and carrying (up to 25 lbs.), reaching, pulling, pushing, sitting, walking, standing, and bending. Reasonable accommodations will be made for otherwise qualified individuals with a disability.

Environmental Conditions

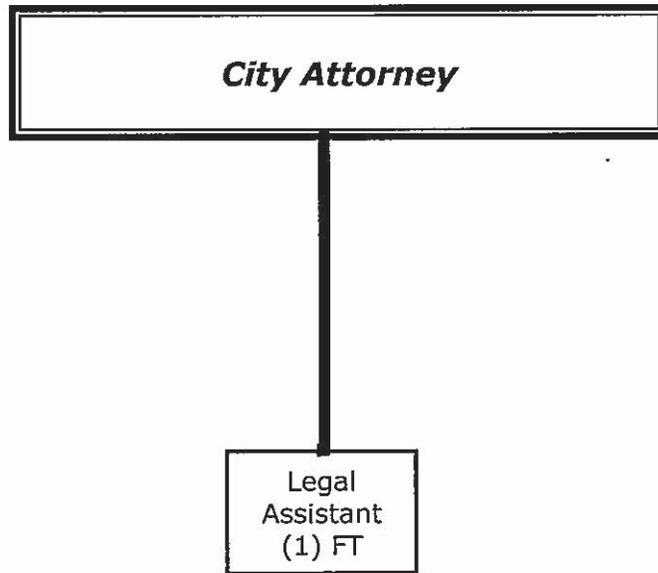
Works inside in an office environment.

Key Competencies: Integrity, Business acumen, Professional knowledge, Analysis, Attention to Detail, Interpersonal skills, Communication (oral and written)

Legal Department Mission Statement

To assist the City in achieving its goals by providing professional legal services and legal counsel to the City Commission, City Manager, to all City Department Heads, and various City Advisory Boards; and to represent the City in legal proceedings by providing competent and practical legal representation.

Organization Chart
Legal



Full-Time: 2

Part-Time: 0

Seasonal: 0

Position Control Summary
Legal

Position/Title		2015-2016 Budget
Full-Time		
City Attorney	1	125,636
Legal Assistant	1	45,163
Merit Pool		5,978
Total FT	2	176,777
Total Budgeted Positions	2	176,777

General Fund

FUND TITLE:/FUND # General: 001	EXPENDITURES BY FUNCTION General Government					
DEPARTMENT NAME/# Legal: 001-1400-514.	ACTUAL 2013	ACTUAL 2014	BUDGET 2014	BUDGET 2015	BUDGET 2016	INCREASE/ DECREASE
EXPENDITURE OBJECT #/NAME						
PERSONNEL						
1200 Salaries	164,570	157,636	164,230	170,443	176,777	3.7%
1210 Worker's Comp Reimbursement	-	-	-	-	-	0.0%
1300 Temporary	-	1,213	-	-	-	0.0%
1350 Part Time	-	-	-	-	-	0.0%
1400 Overtime	-	-	-	-	-	0.0%
1500 Incentive	-	-	-	-	-	0.0%
1600 Longevity	832	-	1,040	-	-	0.0%
2100 FICA	12,151	11,633	12,643	13,039	13,523	3.7%
2200 Retirement	22,663	25,253	25,273	28,423	28,786	1.3%
2300 Health	12,873	12,088	14,170	11,487	12,095	5.3%
2301 Life	851	800	868	882	905	2.6%
2400 Worker's Comp	398	348	452	361	245	-32.1%
2500 Unemployment	-	-	-	-	-	0.0%
Total	214,338	208,971	218,676	224,635	232,331	3.4%
OPERATING EXPENSES						
3100 Professional Services	360	3,330	500	600	800	33.3%
3400 Contractual	1,043	616	768	733	870	18.7%
3900 Auto Allowance	-	-	-	-	-	0.0%
4000 Training/Travel	1,658	2,087	6,595	5,500	6,500	18.2%
4100 Communications	705	284	216	288	288	0.0%
4101 Communications - Cell	1,054	1,084	1,160	1,160	1,160	0.0%
4102 Communications - Pager	-	-	-	-	-	0.0%
4200 Postage	-	-	-	-	-	0.0%
4300 Utilities	-	-	-	-	-	0.0%
4500 Insurance	-	-	-	-	-	0.0%
4610 R/M Buildings	-	-	-	-	-	0.0%
4620 R/M Equipment	-	-	-	-	-	0.0%
4630 R/M Vehicles-Labor	-	-	-	-	-	0.0%
4640 R/M Vehicles-Parts	-	-	-	-	-	0.0%
4650 Outside R/M Veh-Parts	-	-	-	-	-	0.0%
4700 Printing	-	-	-	-	-	0.0%
4800 Promotional	-	-	-	-	-	0.0%
4900 Other Current	-	-	-	-	-	0.0%
4920 Legal/Contractual	45,407	57,281	20,000	20,000	50,000	150.0%
4930 Collections/Litigation	866	200	3,000	1,500	1,500	0.0%
5100 Office Supplies	142	770	500	500	650	30.0%
5200 Operating Supplies	769	2,249	1,075	500	500	0.0%
5210 Uniforms	-	-	-	-	-	0.0%
5220 Household/Instit	-	-	-	-	-	0.0%
5230 Gas/Oil	-	-	-	-	-	0.0%
5240 Chemicals/Medical Supplies	-	-	-	-	-	0.0%
5400 Books/Subs/Dues	2,837	2,802	3,035	3,035	3,640	19.9%
Total	54,841	70,703	36,849	33,816	65,908	94.9%
CAPITAL OUTLAY						
6200 Buildings	-	-	-	-	-	0.0%
6300 Improvements	-	-	-	-	-	0.0%
6400 Machinery/Equipment	-	-	-	-	-	0.0%
6401 Machinery/Equipment Non-CAP	-	-	1,000	-	1,200	0.0%
Total	-	-	1,000	-	1,200	0.0%
DEPARTMENT TOTAL	269,179	279,674	256,525	258,451	299,439	15.9%

Department Description & Function

1. Department: City Attorney

2. Department Function Summary:

As required by the City Charter, the City Attorney serves as general counsel and chief legal advisor to the City of Fernandina Beach’s City Commission, the City Manager, all city departments, the Board of Adjustment, the Planning Advisory Board and the Historic District Council. In addition, the City Attorney’s Office is responsible for all litigation brought against or on behalf of the city, determines if specialized outside legal assistance is needed, and coordinates the City’s response and strategy regarding general liability insurance claims brought against the City.

3. Department Description:

The City Attorney traditionally serves three different functions for the City Commission and the City overall. First, the City Attorney assists the City Officials with developing and implementing legally sound, effective and efficient policies and programs, and gives advice as to the best legal means to accomplish the policies set by the City Commission. Second, the City Attorney drafts contracts, ordinances and other legal documents utilized by the government. Third, the City Attorney stands as the official representative of the City in the courtroom and in other proceedings.

Number of Funded Employees	Actual 2012-13	Actual 2013-14	Budget 2014-15	Budget 2015-16
City Attorney	1 FT	1 FT	1 FT	1 FT
Legal Assistant	1 FT	1 FT	1 FT	1 FT
Total	2 FT	2 FT	2 FT	2 FT

4. Program Performance Indicators:

Program Performance Indicators	Actual 2012-13	Actual 2013-14	Budget 2014-15	Budget 2015-16
Draft/Review Ordinances for Commission consideration	2012 - 30	44	40 (Est.)	40 (Est.)
Draft/Review Resolutions for Commission consideration	2012 - 202	187	200 (Est.)	200 (Est.)
Review and Approve all contracts	N/A	220	220 (Est.)	220 (Est.)
Review all Bids/RFP’s/RFQ’S	2012 - 34	14	15 (Est.)	20 (Est.)
Review Agenda Items prior to Commission consideration	N/A	231	240 (Est.)	240 (Est.)
Number of training hours completed	23	24	24	24

Program Goals and Objectives

1. **Department:** City Attorney

2. **Principal Programs:**

Legal Counsel and Advice
Drafting and Review
Litigation / Representation
Administration, Operations, Support Charter Officers

Legal Counsel and Advice:

Goals: The Office of the City Attorney ensures that the City is in compliance with laws, and proposes legally acceptable ways to accomplish the City's overall goals, policies and objectives.

Objectives: Provide legal advice and support regarding revenue generating programs and day-to-day operational support and interpretation/application of the City Code of Ordinances, Land Development Code, Charter and Comprehensive Plan.

Investigate and evaluate pension reform options for Commission consideration.

Work with City Manager/Airport Manager to resolve Baity/FAA complaint regarding diversion of Airport funds.

Participate with negotiation team in UBC union contract negotiations after UBC resolves the issues related to certification and registration with Public Employees Relations Commission.

**Measurement/
Timeline:**

Timeliness and success of implementing the Commission objectives stated above through cooperation with City Manager, City Clerk and City staff, legal interpretation relevant to operations, negotiating contracts with consultants, contractors and vendors, negotiations with UBC and providing advice when necessary regarding viable revenue and pension options. Ongoing through FY 2015-2016.

Drafting / Review:

Goals: Comprehensive and efficient review and drafting of all contracts, ordinances, resolutions, policies and procedures to promote transparency and understanding of City government.

Objectives: Participate in FBO lease negotiations and handle legal matters associated with revised Rules and Regulations, Minimum Standards and construction of new Airport Welcome Center.

Draft/review necessary documents for improvements on Front Street, including adding rail crossing at Alachua Street and construction of waterfront park.

Complete ordinances and ballot language for remaining Charter changes to be included on November 2015 general election ballot.

Measurement
/Timeline:

Practical and efficient legal advice and support to City Commission and City staff through competent drafting of ordinances, resolutions, contracts, policies and procedures.
Ongoing through FY 2015-2016.

Litigation / Representation:

Goals: Represent the City in litigation and board matters, and coordinate with insurance companies and outside counsel on litigation, mediation, and pre-suit matters.

Objectives: Participate with outside counsel in the Marley whistleblower case, Hedges liability case and Columbia Cascade appeal in Oregon.

File and handle necessary lawsuits to collect on delinquent accounts.

Prosecute animal cruelty and neglect cases as needed with the Nassau Humane Society.

File foreclosure actions as authorized by the Code Enforcement Board and City Commission for vacant and abandoned properties.

Handle demolition cases with Code Enforcement Board to abate unsafe structures in the City.

Handle City claims in Amelia Island Company bankruptcy case, including appearances before the Federal Bankruptcy Court.

Represent City staff in any citation appeal cases before the Special Magistrate, including parking citation appeals.

Keep the City Commission and City staff apprised of the status of all pending litigation matters by reporting status periodically and having closed Attorney/Client sessions as needed.

Participate as board attorney for the Planning Advisory Board, Historic District Council, Board of Adjustment and

Code Enforcement Board (when not needed to represent City staff in prosecuting code enforcement cases).

Measurement/
Timeline:

Satisfactory and cost-efficient resolution of litigation matters and pre-suit conflicts. Direct participation with quasi-judicial and advisory boards to reduce costs associated with outside counsel. Clear and concise communication of litigation matters, costs and resolution options to City Commission.
Ongoing through FY 2015-16.

Administration, Operations, Support Charter Officers:

Goals: Manage the legal department's budget, supervise legal assistant, manage day-to-day operations of legal office and support goals and objectives of City Commission through cooperation with City Manager and City Clerk.

Objectives: Work within the proposed budget and encourage fiscal responsibility, including cost effective use of outside counsel for litigation and special projects.

Provide advice and support to the City Clerk and City departments regarding Sunshine Law and public records, and outsourcing of election duties to the Nassau County Supervisor of Elections.

Participate with management staff to handle labor issues and union grievances.

Encourage legal assistant training and education in local government law issues.

Provide advice and support to the City Manager regarding day-to-day operations, special projects and overall goals and policy objectives as developed by the City Commission.

Measurement/
Timeline:

Accurate projection and utilization of budgeted monies. 2015 general election and canvassing. Sunshine Law training periodically for staff, board members and City

Commission, especially as required by 2013 Senate Bill 846. Satisfactory handling of labor issues and union grievances. Satisfactory advisory support to City Manager and City Clerk. Legal assistant successful completion of continuing education in local government law courses and paralegal studies.
Ongoing through FY 2015-16.