



Agenda City Council

Monday, April 5, 2021

6:00 PM

Council Chambers

MEMORANDUM TO:

The Honorable Mayor and
Members of the City Council
City of Jacksonville Beach, Florida

Council Members:

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council.

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- 21-054** Council Briefing held on March 8, 2021
- 21-055** Regular Council Meeting held on March 15, 2021
- 21-056** Council Briefing held on March 22, 2021
- 21-057** Special Council Meeting held on March 25, 2021

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- 21-058** Approve/Disapprove ERP Planning and Program Oversight and Implementation Support to be Provided by Gartner, Inc. Utilizing the State of Texas Contract #DIR-

TSO-4030 and Approve/Disapprove \$100,000 for Temporary Over-Hire of Staff in Utility Billing, Human Resources, and/or Business Analysis Divisions as Needed to Provide Coverage for Existing City Employees Participating in the Implementation Process

21-059 Approve/Disapprove a Purchase Order in the Amount of \$35,531.71 to Upgrade BES Substation Communications Equipment

21-060 Award/Reject RFQ 08-1920 Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas, Project Areas #2 (Phase IIIC-Project 4), #3 (Phase IIIC-Project 5), and #4 (Phase IIID-Project 6) to GAI Consultants, Inc., and Authorize the Mayor and City Manager to Execute the Contract

21-061 Award/Reject RFQ 08-1920 Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas, Project Areas #1 (Phase IIIC-Project 3) and #5 (Southend Redevelopment Area) to Jones Edmunds & Associates, Inc., and Authorize the Mayor and City Manager to Execute the Contract

RESOLUTIONS

21-062 RESOLUTION NO. 2076-2021

A RESOLUTION AMENDING THE OPERATING BUDGET OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021.

21-063 RESOLUTION NO. 2077-2021

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, APPROVING A CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF JACKSONVILLE BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR SAN PABLO ELEMENTARY SCHOOL ZONE SIGNAGE, SIGNALS, AND PAVEMENT MARKINGS IMPROVEMENTS; PROVIDING FOR ADOPTION OF RECITALS, PUBLIC PURPOSES, DELEGATION OF AUTHORITY AND RESPONSIBILITY, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCES

21-064 ORDINANCE NO. 2020-8155 (Second Reading)

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO REPEAL AND REPLACE CHAPTER 5 – ANIMALS AND FOWL, IN ITS ENTIRETY, INCLUDING A NEW TITLE, ARTICLES, AND SECTIONS;

PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

21-065 ORDINANCE NO. 2021-8163 (Second Reading)

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND CHAPTER 2, ARTICLE II, SECTION 2-16, OF THE CODE OF ORDINANCES TO REPLACE THE CITY COUNCIL REGULAR MEETING 7:00 P.M. START TIME WITH OPTIONAL START TIMES THAT ARE TO BE DETERMINED BY THE CITY MANAGER AND THE MAYOR TO BE CONDUCIVE TO CITIZEN INPUT, CITY COUNCIL OPERATIONS, OR OTHER PUBLIC PURPOSES; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

21-066 ORDINANCE NO. 2021-8164 (First Reading)

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO REPEAL CODE OF ORDINANCES CHAPTER 33, ARTICLE III, "RENTAL MOTORCYCLES," IN ITS ENTIRETY; PROVIDING FOR REPEAL, SEVERABILITY, AND AN EFFECTIVE DATE.

21-067 ORDINANCE NO. 2021-8165 (First Reading)

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND AND RETITLE CODE OF ORDINANCES CHAPTER 10, ARTICLE V, "BUILDING AND FIRE CODE BOARD OF APPEALS;" PROVIDING FOR ADOPTION OF RECITALS AND LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

ADJOURNMENT

NOTICE

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person 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.

The public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the City Clerk or to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299, no later than one business day before the meeting.

You may use this website <http://www.jacksonvillebeach.org/publichearinginfo> to find information concerning the hearing process. This information is also available in the City Hall first floor display case.

The Council Briefing began at 5:30 P.M. The meeting was held via video conference using the Zoom platform.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson
	Fernando Meza	Cory Nichols	Chet Stokes

Also present were City Manager Mike Staffopoulos, City Attorney Chris Ambrosio, Chief Financial Officer Ashlie Gossett, Director of Public Works Dennis Barron, and Sergeant Tonya Tater.

Purpose of Briefing

The purpose of the Briefing was to update the Council members about ongoing items in the City.

City Manager

FY 2020 Comprehensive Annual Financial Report (CAFR)

Chief Financial Officer Ashlie Gossett stated each year, the City undergoes an independent financial audit, and the 2020 financial audit was completed by Purvis, Gray, and Company, LLP

Ryan Tucker and Meagan Camp of Purvis, Gray, and Company, LLP, reviewed the financial information for the following:

- FY2020 Comprehensive Annual Financial Report [on file]
- FY2020 Downtown Redevelopment District Financial Statements [on file]
- FY2020 Southend Redevelopment District Financial Statements [on file]
- Communication with Those Charged with Governance CAFR
- Communication with Those Charged with Governance Downtown
- Communication with Those Charged with Governance Southend

Ms. Gossett stated the Comprehensive Annual Financial Report and both Redevelopment Districts' Financial Statements and Independent Auditor's Reports for the Fiscal Year Ending September 30, 2020, would be on the March 15, 2021, Council agenda for approval.

Wastewater/Water Disinfectant Study

Director of Public Works Dennis Barron stated the Public Works Department is required by the Department of Environmental Protection (DEP) to treat both water and wastewater and provide disinfection at both utilities.

Mr. Barron stated Four Waters Engineering, Inc. completed two studies consisting of chlorination alternatives for the water plants and the pollution control plant.

A conversation ensued regarding which options were best suited for the needs of the City. Mr. Barron recommended chlorine gas usage be concluded, and both water plants and the pollution control plant should be switched to a liquid chlorine alternative. Mr. Barron stated this would mitigate the chlorine risks while providing the best chlorination alternative.

The Council consensus was for the Public Works Department to proceed with Mr. Barron's recommendation and to place the required projects into the Capital Improvement Plan.

Ordinance No. 2020-8155

City Attorney Chris Ambrosio stated Ordinance No. 2020-8155 was a full revision of Code of Ordinances Chapter 5 "Animal Code."

Mr. Ambrosio reviewed the specific questions submitted by Ms. Golding [on file]. A conversation ensued regarding multiple topics.

It was the consensus of the Council to revise the ordinance making the discussed changes. After the revision, Mr. Ambrosio stated he would present Ordinance No. 2020-8155 to the Council for a first reading on March 15, 2021.

Vision and Mission Statement Review

Mr. Staffopoulos thanked the Council and staff for the time spent at the retreat on February 27, 2021, to develop a draft Vision and Mission Statement for the City.

A conversation ensued regarding the following drafted Vision Statement and revised Mission Statement:

- Vision Statement: "A vibrant coastal community that embraces 'the beach life'"
- Mission Statement: "Responsive government focused on safety, service, and sustainability"

The Council's consensus was to create a resolution for the final versions of both Statements and to bring it to a regular Council meeting for formal adoption.

The Briefing adjourned at 7:30 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Monday, March 15, 2021, at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

Council Member Janson provided the Invocation, followed by the Pledge of Allegiance.

CALL TO ORDER:

Mayor Hoffman called the meeting to order at 6:00 P.M.

ROLL CALL:

Mayor: Christine Hoffman

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson
	Fernando Meza	Cory Nichols (<i>Late</i>)	Chet Stokes

Also present were City Manager Mike Staffopoulos, City Attorney Chris Ambrosio, Golf Course Facility Manager Bruce Mohler, and City Clerk Laurie Scott.

APPROVAL OF MINUTES:

Motion: It was moved by Ms. Golding, seconded by Ms. Dumont, and passed 6-0 to approve the following minutes:

- Council Briefing held on February 22, 2021
- Council and Community Redevelopment Agency Special Meeting held on February 24, 2021
- Council Workshop held on February 27, 2021
- Regular Council Meeting held on March 1, 2021

ANNOUNCEMENTS:

Mayor Hoffman announced a FEMA (Federal Emergency Management Agency) COVID-19 vaccine site opened on March 14, 2021, at the Carver Center, 777 5th Avenue South. The site would be open until March 23, 2021, from 9:00 A.M. to 5:00 P.M., and returning to administer the second vaccine shot. The site was administering the Pfizer vaccine. Mayor Hoffman stated the age requirement had dropped from 65 years old to 60 years old. She said there were approximately 270 vaccinated on Sunday, March 14, 2021, and 408 on Monday, March 15, 2021.

Mayor Hoffman congratulated Planning and Development Director Heather Ireland on her recent promotion.

Council Member Golding announced she and Council Member Dumont attended a ribbon-cutting ceremony for Detailz Barbershop, located at 315 10th Avenue North.

Ms. Golding stated Senate Bill 522 was amended to remove the preemption, which would have taken away the City's ability to regulate and license short-term vacation rentals. She said House Bill 219 still had the preemption in it and was moving forward.

Council Member Nichols congratulated local professional golfer Tyler McCumber, who placed 25th in the 2021 Players Championship. Mr. Nichols said that Mark McCumber and Josh McCumber, whose family had built and run golf courses throughout Florida, shared positive comments about the Jacksonville Beach Golf Course and the staff.

Council Member Stokes stated he spoke with the legislative aid for State Representative Jason Fischer about the short-term vacation rental bill. Mr. Stokes was hopeful House Bill 219 would change, following Senate Bill 522.

COURTESY OF THE FLOOR TO VISITORS:

Mayor Hoffman extended Courtesy of the Floor to visitors.

- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach, spoke about the City's Vision Plan and shared his suggestions on how the Council and CRA (Community Redevelopment Agency) could move forward on the Plan.

CITY CLERK: *No items*

MAYOR AND CITY COUNCIL: *No items*

CITY MANAGER:

Item #21-043 – Accept/Reject the Financial Reports for the Month of February 2021

City Manager Mike Staffopoulos explained this item was to accept the monthly financial reports.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to accept the financial reports for the month of February 2021.

Discussion:

There was no discussion by the Council.

Roll Call Vote: Ayes – Dumont, Golding, Janson, Meza, Nichols, Stokes, Mayor Hoffman
The motion passed unanimously.

Item #21-044 – Accept/Reject the Comprehensive Annual Financial Report and Both Redevelopment Districts' Financial Statements and Independent Auditor's Reports for the Fiscal Year Ending September 30, 2020

Mr. Staffopoulos stated this item was to accept the Comprehensive Annual Financial Report and both redevelopment districts' financial statements. He explained the City is required to have an independent third-party auditor come out and audit the City's financial processes and practices annually. Mr. Staffopoulos said new state regulations this year required the City to do financial statements for each of the CRA districts.

Meagan Camp, Audit Manager for Purvis, Gray and Company, LLP, clarified Purvis, Gray issued an unqualified opinion, which is the highest level of assurance that can be attained, on all three financial statements

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to accept the Comprehensive Annual Financial Report and both Redevelopment Districts' Financial Statements and Independent Auditor's Reports for the fiscal year ending September 30, 2020.

Discussion:

Mayor Hoffman stated the reports had been discussed at a Council Briefing [March 8, 2021]. There was no discussion by the Council.

Roll Call Vote: Ayes – Golding, Janson, Meza, Nichols, Stokes, Dumont, Mayor Hoffman
The motion passed unanimously.

Item #21-045 – Authorize the Following Elected Officials to Attend the Institute for Elected Municipal Officials (IEMO) II Training, April 23-24, 2021, in Daytona Beach, Florida, and Future IEMO I Training (Date and Location to be Determined): Georgette Dumont, Sandy Golding, Cory Nichols, Chet Stokes, Dan Janson, and Fernando Meza

Mr. Staffopoulos explained this item was for authorization for individual Council members to attend Florida League of Cities training.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to authorize the following elected officials to attend the Institute for Elected Municipal Officials (IEMO) II training April 23-24, 2021, in Daytona Beach, Florida, and future IEMO I training (date and location to be determined): Georgette Dumont, Sandy Golding, Cory Nichols, Chet Stokes, Dan Janson, and Fernando Meza.

Ms. Golding stated she, Mr. Nichols, and Ms. Dumont attended IEMO I training in 2020. Ms. Golding said she was interested in attending the IEMO II class.

Ms. Dumont noted Mayor Hoffman's name was not included, and she was also eligible for IEMO II training.

Amended Motion: It was moved by Ms. Dumont and seconded by Mr. Nichols to amend the motion to Mayor Hoffman's name if she is interested in attending IEMO II.

Roll Call Vote: Ayes – Janson, Meza, Nichols, Stokes, Dumont, Golding, Mayor Hoffman
The amended motion passed unanimously.

Discussion:

Mr. Stokes stated he would be interested in attending IEMO I training.

Roll Call Vote: Ayes – Meza, Nichols, Stokes, Dumont, Golding, Janson, Mayor Hoffman
The motion, as amended, passed unanimously.

Item #21-046 – Approve/Disapprove the Appointment of Council Member Dan Janson to the General Employees' Retirement System Board of Trustees

Mr. Staffopoulos stated this item was to appoint Council Member Dan Janson to the General Employees' Retirement System Board of Trustees. He explained the Council had two positions serving on the Board, and Council Member Dumont had resigned the position due to her outside workload.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve the appointment of Council Member Dan Janson to the General Employees' Retirement System Board of Trustees.

Discussion:

There was no discussion by the Council.

Roll Call Vote: Ayes – Nichols, Stokes, Dumont, Golding, Janson, Meza, Mayor Hoffman
The motion passed unanimously.

Item #21-047 – Declare TurfHound Synthetic Grass Surfacing as the Sole Source Provider of the Panel System for Artificial Driving Range Tee Surfacing and Approve the Purchase for the Replacement of the Driving Range Tee from TurfHound Synthetic Grass Surfacing in the Amount of \$36,008.48

Mr. Staffopoulos said this item was for authorization to replace the artificial turf used at the driving range at the golf course. Golf Course Facility Manager Bruce Mohler explained the need for the replacement and summarized the TurfHound panel system.

Motion 1: It was moved by Mr. Nichols and seconded by Ms. Golding to declare TurfHound Synthetic Grass Surfacing as the sole source provider of the panel system for artificial driving range tee surfacing.

Discussion:

Mr. Stokes mentioned the replacement was also needed for safety reasons. Mr. Meza said the panels were supposed to last five years and asked whether the panels would have to be replaced before five years with the continued amount of use at the golf course. Mr. Mohler stated it should not be an issue.

Roll Call Vote: Ayes – Stokes, Dumont, Golding, Janson, Meza, Nichols, Mayor Hoffman
Motion 1 passed unanimously.

Motion 2: It was moved by Mr. Nichols and seconded by Ms. Golding to approve the purchase of replacement driving range tees from TurfHound Synthetic Grass Surfacing in the amount of \$36,008.48.

Roll Call Vote: Ayes – Dumont, Golding, Janson, Meza, Nichols, Stokes, Mayor Hoffman
Motion 2 passed unanimously.

RESOLUTIONS:

Item #21-048 – RESOLUTION NO. 2075-2021

Mr. Staffopoulos explained this resolution was to change the title of the new Community Redevelopment Agency (CRA) Manager to CRA Coordinator and make the position eligible for an automobile allowance. He said this position would drive to meet with the development community and business owners in the Jacksonville metropolitan area related to activities within the two CRA districts.

Mayor Hoffman requested the City Clerk read Resolution No. 2075-2021 by title only, whereupon Ms. Scott read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING ITS POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL, AND ADMINISTRATIVE (NON-UNION) POSITIONS TO REVISE THE TITLE OF, AND PROVIDE AN AUTOMOBILE ALLOWANCE TO, THE CRA COORDINATOR POSITION; PROVIDING FOR ADOPTION OF RECITALS, ADOPTION OF THE PLAN, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to adopt Resolution No. 2075-2021, amending the Position Classification and Pay Plan for Managerial, Professional, and Administrative (Nonunion) Positions to revise the title of the CRA Coordinator and add the position to the list of those eligible for automobile allowance.

Discussion:

There was no discussion by the Council.

Roll Call Vote: Ayes – Golding, Janson, Meza, Nichols, Stokes, Dumont, Mayor Hoffman
The motion passed unanimously.

Item #21-049 – RESOLUTION NO. 2078-2021

Mr. Staffopoulos requested to address Item #21-049 and Item #21-050 simultaneously. Mayor Hoffman approved.

Mr. Staffopoulos explained when he started with the City approximately 18 months ago, there were vision statements and CRA plans for the two districts. There was no strategic plan for the rest of the City. There were nine community conversations held to get public feedback, and a Council Workshop was held to develop a vision statement for the community and a mission statement for the organization. Two draft statements were developed. The City’s leadership team proposed modifications to the mission statement.

Mr. Staffopoulos said the City established core values before COVID-19 in 2020. He explained with the adoption of both a vision statement for the community and a mission statement for the organization, along with the established core values, the three foundational elements necessary to move forward with a strategic plan would be laid out for the community.

Mayor Hoffman requested the City Clerk read Resolution No. 2078-2021 by title only, whereupon Ms. Scott read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO ADOPT A NEW CITY VISION STATEMENT;

PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, ADMINISTRATIVE ASSIGNMENT AND AUTHORIZATION, SEVERABILITY, AND AN EFFECTIVE DATE.”

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to adopt Resolution No. 2078-2021 establishing a Vision Statement for the community.

Discussion:

Mayor Hoffman stated these two items were discussed at the Council Workshop held on February 27, 2021, and at the Council Briefing held on March 8, 2021.

Ms. Dumont read the Vision Statement, *A vibrant coastal community that embraces ‘the beach life.’* She shared the hashtag (#thebeachlife) for the Vision Statement. Ms. Dumont said the Statement was good for marketing and a descriptive statement of what the City seeks to be in the future.

Mr. Janson stated the City had secured *thebeachlife.org* as a domain name.

Roll Call Vote: Ayes – Janson, Meza, Nichols, Stokes, Dumont, Golding, Mayor Hoffman
The motion passed unanimously.

Item #21-050 – RESOLUTION NO. 2079-2021

*See Mr. Staffopoulos’ staff report comments related to this Item under Item #21-050.

Mayor Hoffman requested the City Clerk read Resolution No. 2079-2021 by title only, whereupon Ms. Scott read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO ADOPT A NEW CITY MISSION STATEMENT; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, ADMINISTRATIVE ASSIGNMENT AND AUTHORIZATION, SEVERABILITY, AND AN EFFECTIVE DATE.”

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to adopt Resolution No. 2079-2021, establishing a Mission Statement for the organization.

Discussion:

Mr. Stokes explained there was a draft Mission Statement following the Council Workshop on February 27, 2021, and the staff did an excellent job taking the Council’s rough draft and making the proposed Mission Statement; *Responsive government focused on safety, service, and sustainability.*

Roll Call Vote: Ayes – Meza, Nichols, Stokes, Dumont, Golding, Janson, Mayor Hoffman
The motion passed unanimously.

ORDINANCES:

Item #21-051 – ORDINANCE NO. 2021-8161 (Second Reading)

Mayor Hoffman requested the City Clerk read Ordinance No. 2021-8161 by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CITY CODE OF ORDINANCES CHAPTER 16, ARTICLE I, BY CREATING SECTIONS TO SET FORTH THE REQUIREMENTS AND CONDITIONS PRECEDENT FOR EFFECTING SERVICE OF NOTICE OF CLAIMS ON THE CITY IN CONNECTION WITH FLORIDA STATUTE SECTION 768.28, AND ESTABLISHING A FALSE CLAIMS CODE SIMILAR TO THE FLORIDA FALSE CLAIMS ACT PROVIDED TO STATE AGENCIES; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following:

“This ordinance is before this Council for a public hearing and consideration on its second reading. I will now open the public hearing on Ordinance No. 2021-8161.”

Public Hearing:

No one came forward to speak on the ordinance. Mayor Hoffman closed the public.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve Ordinance No. 2021-8161.

Discussion:

There was no discussion by the Council.

Roll Call Vote: Ayes – Nichols, Stokes, Dumont, Golding, Janson, Meza, Mayor Hoffman
The motion passed unanimously.

Item #21-052 – ORDINANCE NO. 2021-8163 (First Reading)

Mr. Staffopoulos said this item came from a Council Briefing discussion on changes to Council processes held on February 22, 2021. He explained the start time of the Council meetings was codified at 7:00 P.M. Mr. Staffopoulos stated this ordinance would allow the Council meeting time to be reset by the Mayor and/or City Manager conducive for citizen input. It allowed for more flexibility rather than firm time.

Mayor Hoffman requested the City Clerk read Ordinance No. 2021-8163 by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND CHAPTER 2, ARTICLE II, SECTION 2-16, OF THE CODE OF ORDINANCES TO REPLACE THE CITY COUNCIL

REGULAR MEETING 7:00 P.M. START TIME WITH OPTIONAL START TIMES THAT ARE TO BE DETERMINED BY THE CITY MANAGER OR THE MAYOR TO BE CONDUCTIVE TO CITIZEN INPUT, CITY COUNCIL OPERATIONS, OR OTHER PUBLIC PURPOSES; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following:

“This ordinance is before this Council for a public hearing and consideration on its first reading. I will now open the public hearing on Ordinance No. 2021-8163.”

Public Hearing:

No one came forward to speak on the ordinance. Mayor Hoffman closed the public.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve Ordinance No. 2021-8163, replacing the regular City Council meeting start time of 7:00 P.M. with optional start times as determined by the City Manager or the Mayor, on the first reading and schedule a second reading for April 5, 2021.

Discussion:

Ms. Dumont was concerned the way the ordinance was written was vague, which made it look like the meeting times could change often rather than a consistent or standardized timeframe.

Amended Motion: It was moved by Mr. Nichols and seconded by Ms. Dumont to change the wording to “replacing the regular City Council meeting start time of 7:00 P.M. with optional start times as determined by the City Manager and the Mayor, on the first reading and schedule a second reading for April 5, 2021.”

Discussion:

There was no discussion by the Council on the amended motion.

Amended Motion

Roll Call Vote: Ayes – Stokes, Dumont, Golding, Janson, Meza, Nichols, Mayor Hoffman
The amended motion passed unanimously.

Mayor Hoffman said the ordinance intended to remove the 7:00 P.M. start time out of the Code of Ordinances to allow more flexibility. Mr. Ambrosio explained the ordinance was vague because he expected a decision on a regular Council meeting start time, which would remain the same unless an emergency situation arose where the revised wording would allow leverage to change the time if necessary.

Roll Call Vote: Ayes – Dumont, Golding, Janson, Meza, Nichols, Stokes, Mayor Hoffman
The motion passed unanimously, as amended.

Item #21-053 – ORDINANCE NO. 2020-8155 (First Reading)

Mr. Ambrosio explained this item was to repeal and replace Chapter 5, the Animal Code ordinance.

He said Ms. Golding's suggested corrections had been made.

Mayor Hoffman requested the City Clerk read Ordinance No. 2020-8155 by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO REPEAL AND REPLACE CHAPTER 5 – ANIMALS AND FOWL, IN ITS ENTIRETY, INCLUDING A NEW TITLE, ARTICLES, AND SECTIONS; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following:

“This ordinance is before this Council for a public hearing and consideration on its first reading. I will now open the public hearing on Ordinance No. 2020-8155.”

Public Hearing:

No one came forward to speak on the ordinance. Mayor Hoffman closed the public.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve Ordinance No. 2020-8155, on the first reading, repealing and replacing the Code of Ordinances Chapter 5, and schedule a second reading on April 5, 2021.

Discussion:

There was no discussion by the Council.

Roll Call Vote: Ayes – Golding, Janson, Meza, Nichols Stokes, Dumont, Mayor Hoffman
The amended motion passed unanimously.

ADJOURNMENT:

There being no further business, the meeting adjourned at 6:55 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

LS: sg

The Council Briefing began at 5:30 P.M. The meeting was held via video conference using the Zoom platform.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson
	Fernando Meza	Cory Nichols	Chet Stokes

Also present were City Manager Mike Staffopoulos and City Attorney Chris Ambrosio.

Purpose of Briefing

The purpose of the Briefing was to update the Council members about ongoing items in the City.

City Manager

Enterprise Resource Planning and Program Oversight and Implementation Support

City Manager Mike Staffopoulos reviewed the history and current status of the Enterprise Resource Planning (ERP) System provided by Tyler Technologies. Mr. Staffopoulos stated since the Gartner assessment was presented to the Council at the January 11, 2021, Council Briefing, City staff had worked with Gartner to develop a scope of work that addressed the items identified in the previous assessment. The revised plan would provide the City with the support necessary to achieve an optimal ERP implementation outcome.

Carlton McArthur and Nitesh Magpal of Gartner presented an ERP Planning and Program Oversight and Implementation Support presentation [on file] outlining the draft statement of work.

The Council's consensus was to bring the ERP proposal from Gartner to April 5, 2021, Council meeting for formal consideration.

Ordinance No. 2021-8162 Micromobility Devices

City Attorney Chris Ambrosio submitted a draft of Ordinance No. 2021-8162 [on file] for Council review. Mr. Ambrosio summarized some of his research regarding other city programs regarding commercially leased or rented electric mobility devices. Mr. Ambrosio expressed his concerns regarding liability issues, possible lawsuits, and public safety issues regarding the proposed commercial leasing program of electric mobility devices.

A conversation ensued regarding additional concerns and support from Council. The conversation included the possibility of a pilot program and different business plan layouts from vendors.

The Council's consensus was to change the draft Ordinance to accommodate a pilot program and present the updated draft to the Council at a future briefing.

Miscellaneous topics

Mr. Staffopoulos stated the Opening of the Beaches parade would be canceled this year due to safety and health concerns regarding Covid-19.

Mr. Staffopoulos stated despite recent rumors and posts on social media, the City of Jacksonville Beach had not issued a festival permit, or any permit, for the advertised Orange Crush event scheduled for June 18-20, 2021.

The Briefing adjourned at 7:52 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of Special City Council Meeting
held Friday, March 25, 2021, at 5:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



CALL TO ORDER

Mayor Hoffman called the special meeting to order at 5:00 P.M.

ROLL CALL

Mayor: Christine Hoffman

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson
	Fernando Meza	Cory Nichols	Chet Stokes

Also present were City Manager Mike Staffopoulos, Deputy City Manager Karen Nelson, and City Clerk Laurie Scott.

STATEMENT OF THE MAYOR

Mayor Christine Hoffman made the following statement:

"First of all, I'd like to thank our staff leadership for their deft handling of the City's response yesterday. As we process the situation, the core values of the organization were never far from the surface. In particular, the commitment to communication, the "C" in EPIC Team, guided the City's statement being sent to all staff, Council, media, and being posted through our social media channels at the same time, ensuring a proactive and consistent message to all. I'm confident our staff will continue to be guided by those values as we move forward as a city. On a personal note, I want to say that I am shocked, stunned, and disgusted by the allegations that are facing Mr. Ambrosio. It is in the hands of the legal system now, and I trust that justice will be served. No matter the outcome, many lives will be forever changed, and I know none of us take lightly the role that we, as City Council, will have to play in the coming days, weeks, and months. Now it's up to us to chart our path forward, specifically with regards to Mr. Ambrosio's position, but also to ensure a continuity of legal services as we continue our ambitious program of work in service to our city and our citizens. I thank you all for your participation in this difficult conversation and for your service to the City of Jacksonville Beach."

PURPOSE OF MEETING

The purpose of the meeting was to discuss the following items:

1. City Attorney Employment Agreement
2. Engagement of Special Legal Counsel
3. Continuity of Legal Services

BACKGROUND

Mayor Hoffman read the following background information:

"The City Attorney is one of two contractually appointed positions reporting directly to the City Council. The City of Jacksonville Beach became aware of the arrest of the City Attorney on March 24, 2021. The arrest docket references one felony charge and one misdemeanor charge. It is unknown how these charges may preclude the City Attorney from providing contractual legal services to the City or whether ensuing legal proceedings will cloud his ability to perform.

The arrest of the City Attorney has several significant considerations and impacts. Most notably, formal actions will need to be taken by City Council on:

- Impact on the City Attorney's existing Employment Agreement

- Need for special Legal Counsel to provide guidance on this issue
- Continuity of legal services for the organization"

Action 1: Impact on Employment Agreement

City Manager Mike Staffopoulos stated Eric Holshouser, one of the City's labor attorneys, was in attendance to provide guidance on Action item 1. Mr. Staffopoulos explained Action 1 was regarding the Employment Agreement for the City Attorney [Chris Ambrosio]. He stated the City's Charter language [Section 34] required a 30-day notice period to be held regarding change of employment status for the City Attorney position.

Mr. Holshouser explained the two provisions in the City Attorney's Employment Agreement relative to termination under Section 5. Termination and Severance Pay. He stated the City Attorney is employed at will. A termination provision could be triggered as long as it is consistent with the Charter process if that was the direction the Council decided to go.

Mr. Holshouser stated the City Attorney was currently out on leave, and one of the Council's options was to keep Mr. Ambrosio on a leave status using his own leave bank.

Mr. Holshouser and Deputy City Manager Karen Nelson answered questions from the Council related to the total amount of leave Mr. Ambrosio had (8 hours Personal Leave, 60 hours Vacation, 102 hours Sick Leave), authorization from Council required to allow the use of sick leave, considerations for potential termination with cause, and financial risks to the City.

Mr. Holshouser explained the City Charter's 30-day notice is a procedural process which required a resolution to be passed by a majority of the Council outlining the reasons for termination, allowed a 30-day period to respond to the resolution, and a hearing for the Council to act on the resolution. The Charter stated during the 30-day period, the individual would be paid.

Discussion:

Council Member Golding read from Section C. of the City's Code of Ethics for Public Officials, which includes Appointed Officials, "The professional and personal conduct of public officials shall be above reproach and avoid even the appearance of impropriety." Ms. Golding asked Council members to consider the Code of Ethics as the City goes through this process.

An extended Council discussion ensued on the available options, what should be included in a motion, any financial and legal exposure to the City, and when the 30-day notice period would start. Ms. Nelson provided a copy of a financial analysis to the Council [on file].

Mr. Staffopoulos explained if the Council decided to proceed with termination with or without cause, it would start the process defined in the City Charter of a 30-day notice. A special meeting would be required where a resolution would be presented to the Council. The resolution would need to be adopted by a simple majority [4 of 7] vote of the Council to start the process of a 30-day wait period where Mr. Ambrosio would have the ability to appeal in a hearing in front of the Council. Mr. Holshouser stated the reasons for termination would need to be included in the resolution. After the 30-day period, there would be a final hearing on the resolution, at which point a supermajority [5 of 7] vote of the Council would be required to end the process.

The Council continued with the discussion and questions.

Motion: It was moved by Ms. Dumont and seconded by Mr. Meza to place Mr. [Chris] Ambrosio on Administrative Leave, and to be paid through accrued Personal Leave, Vacation, and Sick Leave; and while on Administrative Leave, that the Council move forward with termination with cause, and direct the City Manager to draft a resolution and schedule the meetings accordingly to finish the process.

Amended Motion: It was moved by Ms. Dumont and seconded by Ms. Golding to change the language from "accordingly to finish the process" to "to follow the process in the Charter."

Roll Call Vote: Ayes – Dumont, Golding, Janson, Meza, Nichols, Stokes, Mayor Hoffman
The amended motion passed unanimously.

Roll Call Vote: Ayes – Golding, Janson, Meza, Nichols, Stokes, Dumont, Mayor Hoffman
The motion passed unanimously, as amended.

Action 2: Need to restrict City Attorney's access

Mr. Staffopoulos explained this Action item was seeking action from the Council to treat Mr. Ambrosio like any other individual when there was an investigation or other issue where they are not allowed on City property, in the facilities, or to have contact with any employees until they are noticed by their supervisor to return to work, or some other disposition occurs.

Mayor Hoffman stated Mr. Ambrosio's computer, keys, and phone had already been retained by staff. Mr. Staffopoulos asked the Council to grant the Mayor authorization to send the appropriate notice to the City Attorney of these terms and conditions as the City goes through the process.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to authorize the Mayor to issue a formal written directive to the City Attorney to refrain from accessing City property or facilities and contacting City employees until further notice from the Mayor.

Discussion:

There was no Council discussion.

Roll Call Vote: Ayes – Janson, Meza, Nichols, Stokes, Dumont, Golding, Mayor Hoffman
The motion passed unanimously.

Action 3: Need for Special Legal Counsel

Mr. Staffopoulos explained this item was looking for authorization from the City Council to enter into an additional legal agreement with either an individual or a firm to ensure the City had the proper legal representation to assist the City through this process.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to authorize the City Manager to enter into an agreement with a qualified attorney or firm, for a limited

special engagement, to provide legal counsel to the City regarding matters related to the investigation and arrest of the City Attorney.

Discussion:

There was no Council discussion.

Roll Call Vote: Ayes –Meza, Nichols, Stokes, Dumont, Golding, Janson, Mayor Hoffman
The motion, as amended, passed unanimously.

Action 4: Continuity of Legal Services

Mr. Staffopoulos explained the City had existing legal agreements with different firms that can provide most of the legal services to keep the City moving, but one or more agreements may be needed to fill any gaps. This Action item was seeking Council authorization to procure additional legal services.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to authorize the City Manager, as necessary, to enter into an agreement or agreements with qualified attorneys or firms, to provide legal counsel to the City regarding various ongoing City matters for a period of up to six (6) months.

Discussion:

A brief discussion ensued related to the timing and process for recruitment of the City Attorney position.

Roll Call Vote: Ayes – Nichols, Stokes, Dumont, Golding, Janson, Meza, Mayor Hoffman
The motion passed unanimously.

ADJOURNMENT:

There being no further business, the meeting adjourned at 6:06 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

LS: sg



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	March 17, 2021
SUBJECT:	ERP planning, program oversight, and implementation support

BACKGROUND

The City of Jacksonville Beach has used SunGard for its business processing applications since 1987. In late 2016, the CITY awarded an RFP for an Enterprise Resource Planning (ERP) System to Tyler Technologies, Inc. At that time, it was estimated that full implementation of the system would take at least twenty-four months and would be completed in three phases: financials, human resources/payroll, and utility billing. To date, only the financials module has been implemented and the City is operating in a hybrid environment between Munis and SunGard.

Recognizing that the City has invested considerable resources in this project thus far, City staff desire to ensure that the result will be a product, or products, which best suits our needs. In August 2020, the City engaged Gartner Inc. to provide an assessment of the Munis ERP implementation in order to determine how the project should move forward. The assessment was presented at the City Council briefing on 1/11/2021. Since then, staff has worked with Gartner to develop a scope of work that addresses the items identified in the assessment, and one that will provide the City with the support necessary to achieve an optimal ERP implementation outcome. Gartner's planning, program oversight, and implementation support proposal was presented to City Council at the March 22, 2021 briefing. Gartner, Inc. is a leading independent research and advisory firm in the United States and has in-depth, relevant experience working with state and local governments to evaluate their ERP implementations and develop corrective action plans.

FINANCIAL IMPACT

Funding for Gartner, Inc. services is available in the ERP capital project reserve and the funds will be spent from the following account: 315-00-0000-519-63-563000. The City will procure Gartner's services utilizing the terms, conditions and pricing from the State of Texas Contract #DIR-TSO-4030. Funding for the temporary over-hire of positions will be spent from the respective accounts for Utility Billing, Human Resources, and Business Analysis. The budget will be amended as necessary.



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The costs and staff recommendations are summarized as follows:

DESCRIPTION	COST	COMMENT / RECOMMENDATION
Gartner, Inc. contract proposal 15% contingency Subtotal	\$ 539,966 \$ 80,995 \$ 620,961	• Gartner proposal includes three optional tasks which may not need to be used • Gartner review of Utility Billing needs could potentially result in the purchase of a new utility billing software
Temporary staffing resources for City Departments participating in implementation process	\$ 100,000	• Temporary over-hire of City positions in UB/HR/BA to provide coverage for existing City employees participating in implementation process
GRAND TOTAL:	\$ 720,961	

REQUESTED ACTION

Approve/Disapprove ERP planning and program oversight and implementation support to be provided by Gartner, Inc. utilizing the State of Texas Contract #DIR-TSO-4030.

and

Approve/Disapprove \$100,000 for temporary over-hire of staff in the Utility Billing, Human Resources, and/or Business Analysis divisions as needed to provide coverage for existing City employees participating in the implementation process.

ATTACHMENTS

- Gartner ERP planning, program oversight, and implementation support presentation

ERP Planning and Program Oversight and Implementation Support

Draft Statement of Work

Prepared for City of Jacksonville Beach

Project Number 330067561
9 February 2021



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Background and Objectives

Background & Understanding

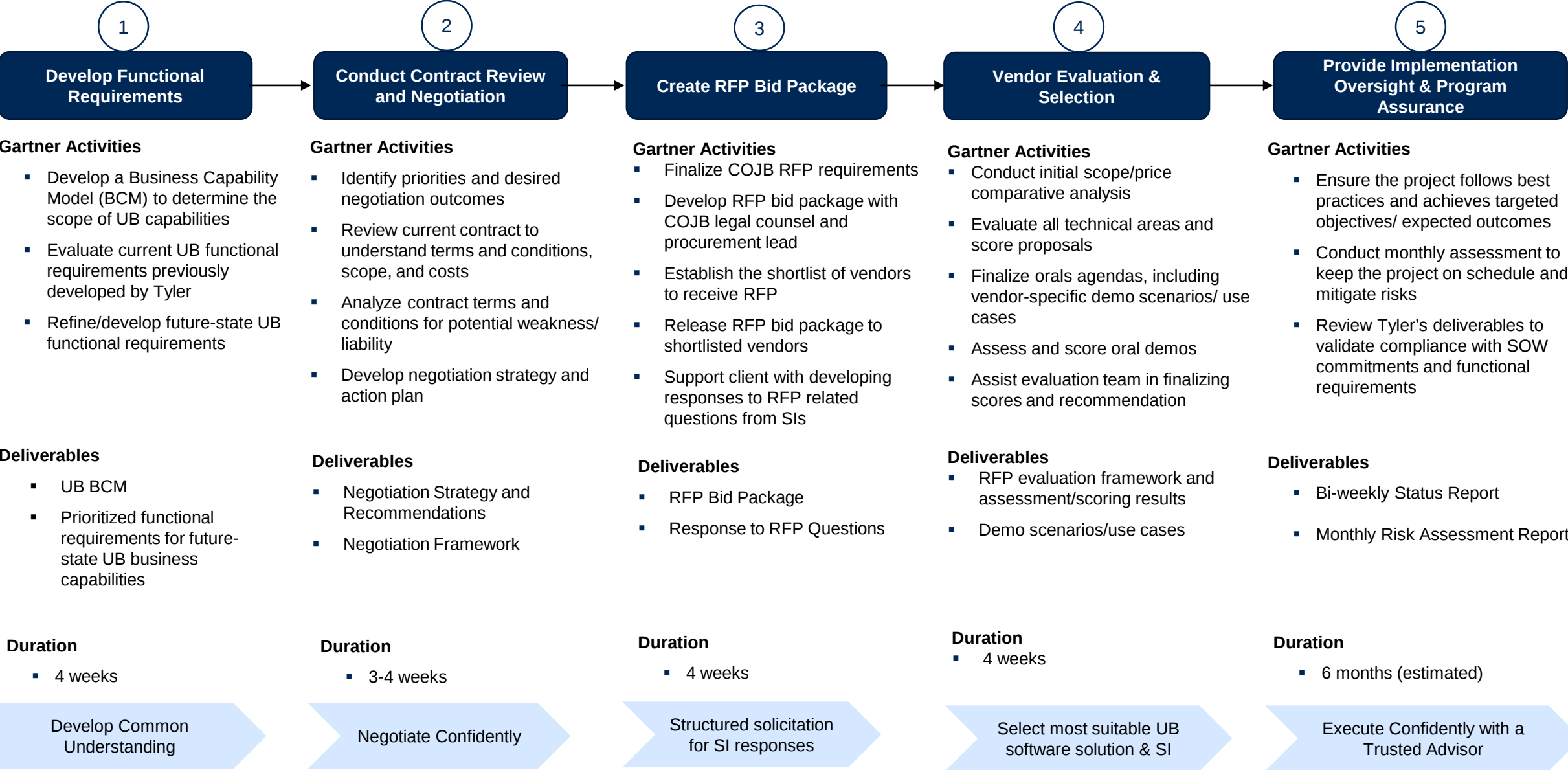
- The City of Jacksonville Beach (COJB) engaged Tyler Technologies to implement Munis as an Enterprise Resource Planning (ERP) system to replace SunGard
- The finance module within Munis is live, but Tyler has faced significant challenges implementing Human Resources (HR), Payroll, and Utility Billing (UB) functionalities
- COJB requires assistance to support to re-start the ERP implementation. Contract negotiation support and the selection of UB software and Systems Integrator (SI) may be required, based on Tyler's ability to meet the City's UB requirements.
- COJB feels it has made progress on the HR and payroll module. A revised schedule and committed push should enable it to go live with the functionality to meet the City's requirements.
- Pending City Council approval, COJB will re-initiate the ERP project to complete implementation of the Munis HR & Payroll modules and a new UB solution

Proposed Scope & Objectives

- Gartner proposes two tasks to assist COJB complete the ERP implementation
 - **Task 1: UB Requirements Definition and Implementation Support**
 - Functional Requirements: Finalize UB functional requirements and determine whether Tyler Munis is able to meet them
 - Contract Negotiation Support: Review the City's current contract with Tyler to determine opportunities for amendment and support
 - RFP Bid Package: Develop RFP to solicit a software solution and implementation responses from system integrators (SIs) to finish the implementation
 - SI Evaluation and Selection: Assist the City with evaluating and selecting an SI and UB software that best meet its requirements
 - Program Assurance: Provide independent implementation oversight and quality assurance services
 - **Task 2: HR and Payroll Planning and Implementation Support**
 - Develop a detailed implementation plan and schedule to complete the configuration and implementation of the HR and payroll modules within Tyler Munis
 - Provide program oversight and assurance support to facilitate the timely and successful implementation of the HR and payroll modules of Tyler Munis

Utility Billing Approach and Statement of Work

Utility Billing Support Approach



Task 1.1: Develop UB Functional Requirements

Objective:

- Codify functional requirements that can be used to determine if Tyler Munis can support COJB's needs

Activities performed by Gartner:

- Construct a business capability model (BCM) and facilitate a BCM workshop to verify in-scope capabilities and develop high-level requirements
- Review existing documentation to develop a baseline understanding of COJB's current UB scope and capabilities
- Assess current functional requirements and compare against Gartner industry standard functional requirements to identify gaps
- Develop and prioritize functional requirements

Timeframe:

- 4 weeks

COJB responsibilities:

- Provide Gartner access to existing requirements and UB business capability documentation
- Schedule meetings with COJB SMEs and Tyler resources, if necessary
- Participate in meetings, interviews, and workshops
- Review and approve work products and deliverables
- Provide approval/acceptance for final requirements

Deliverable(s):

- UB Business Capability Model
- Prioritized functional requirements for future-state UB capabilities

Assumptions:

- Gartner will conduct 4x2 hour workshops with COJB SMEs to develop a BCM and refine functional requirements
- Gartner will conduct 2x2 hour workshops with COJB SMEs to refine and finalize functional requirements

Task 1.2: Conduct Contract Review and Negotiation Support (Optional)

Objective:

- Determine if/how the COJB's current contract with Tyler can be amended to adjust the scope, pricing, and level of effort
- Develop a negotiation strategy that addresses COJB's desired outcomes and priorities to facilitate vendor negotiations

Activities performed by Gartner:

- Identify the City's priorities and desired negotiation outcomes
- Review the City's current contract with Tyler to understand terms and conditions, scope of services, and software and maintenance costs
- Analyze contract terms and conditions for potential weakness/liability
- Develop negotiation strategy and action plan
- Conduct a negotiations preparation workshop to ensure consistent understanding of the negotiation strategy and tactics
- Prepare negotiation decision support analyses on specific issues that may emerge during negotiations

Timeframe:

- 3-4 weeks

COJB responsibilities:

- Provide Gartner access to the Tyler contracting documents
- Fully disclose the contents of all verbal commitments/communications between COJB and Tyler that may be material to the contract negotiations
- Involve appropriate SMEs from the City's Legal and Procurement departments to participate in negotiation strategy and formulation sessions
- Schedule negotiation meetings with Tyler and participate in negotiations as the "decision maker"
- Negotiate final contract with Tyler

Deliverable(s):

- Negotiation Strategy and Recommendations
- Negotiation Framework
 - Stakeholder RACI Matrix
 - Negotiation Log Template

Assumptions:

- Conduct up to 4x2 hour negotiations preparation workshops
- Conduct up to two (2) post-negotiation sessions to analyze Tyler feedback and develop recommendations
- This task will not be executed if Tyler can meet the City's UB requirements

Task 1.3: Create RFP Bid Package and Develop Responses to Bidder Questions (Optional)

Objective:

- Develop and release an RFP bid package to inform the evaluation and selection of an appropriate vendor

Activities performed by Gartner:

- Conduct a market scan for SI vendors and review with client to establish the shortlist of vendors to receive RFP
- Review COJB's RFP template to determine what changes are required to align with Gartner's RFP template
- Develop RFP bid package collaboratively with COJB
- Review and finalize RFP bid package with COJB legal counsel and procurement lead
- Support COJB with developing and publishing responses to SI RFP questions

Timeframe:

- 4 weeks

COJB responsibilities:

- Develop assigned RFP bid package documents and participate in iterative reviews and working sessions
- Provide access to the City's procurement documents/RFP templates
- Assign legal counsel or procurement lead to support finalization of the RFP bid package and release to shortlisted SIs

Deliverable(s):

- RFP bid package
- Responses to RFP questions from bidders

Assumptions:

- Gartner will develop a consolidated RFP bid package to solicit responses for the SI configuration approach and UB software
- The shortlist of SIs will consist of no more than five SIs
- COJB will manage the end to end RFP process
- COJB will provide SIs responses to questions

Task 1.4: Evaluate and Select UB Vendor (Optional)

Objective:

- Review, score, and evaluate RFP responses to select the best SI to meet COJB's UB requirements

Activities performed by Gartner:

- Assess SI RFP responses and provide feedback/scoring
- Facilitate scoring and evaluation of responses by client evaluation team (Gartner is a non-scoring participant)
- Perform scope and price comparative analysis of SI RFP proposals
- Develop and publish agenda for vendor oral presentations
- Facilitate vendor oral presentations and post-oral evaluation sessions to update final evaluation scores
- Document participant feedback and publish to client evaluation team
- Document follow-up items for each vendor
- Identify risks and suggested mitigation actions
- Provide SI selection recommendation

Timeframe:

- 4 weeks

COJB responsibilities:

- Participate in SI RFP response scoring and evaluation sessions
- Gather and consolidate all client evaluation team scores
- Review and provide feedback on oral presentation agenda and SI-specific topics
- Review identified vendor risks and mitigation actions

Deliverable(s):

- RFP evaluation framework and assessment/scoring results
- Demo scenarios/use cases

Assumptions:

- The City will participate in RFP evaluation sessions
- Gartner will evaluate up to five SI RFP responses

Task 1.5: Provide Implementation Oversight and Program Assurance Support

Objective:

- Provide program oversight and assurance support to facilitate the timely and successful implementation of the UB enterprise business application

Activities performed by Gartner:

- Provide SME and IV&V support to help ensure the project follows best practices and achieves targeted objectives/ expected outcomes
- Conduct periodic assessments to provide an unbiased perspective on the project's progress and trajectory, financials, key issues/risks, key observations/recommendations, etc.
- Proactively identify risks and issues along with appropriate mitigation and recommended actions
- Monitor vendor performance and SOW/contract compliance

Timeframe:

- 6 months (estimated)

COJB responsibilities:

- Participate in project assessment working sessions
- Provide access to SI deliverables/work products for review and assessment
- Schedule interviews and working sessions with SI(s)
- With Gartner, define level of participation in project meetings, documents to review and other activities
- Conduct monthly/project steering committee meetings and status updates
- Validate findings and recommended actions with Gartner

Deliverable(s):

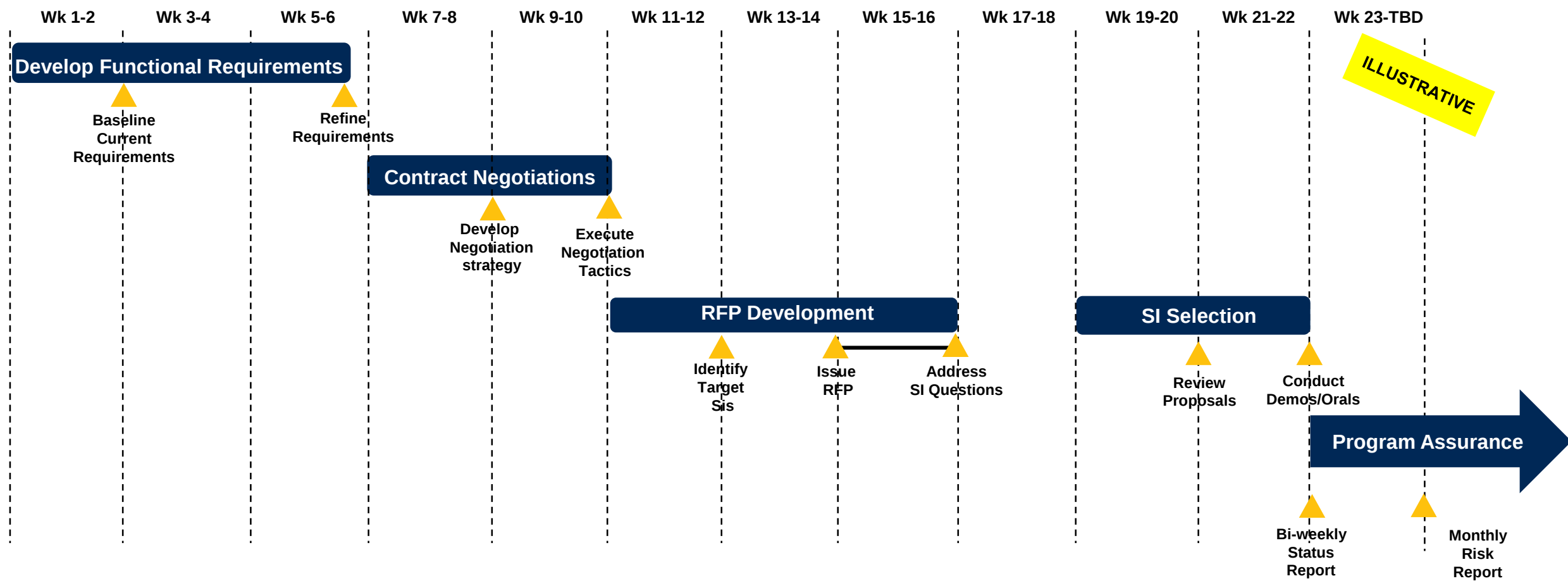
- Bi-weekly Status Report
- Monthly Risk Assessment Reports

Assumptions:

- The period of performance for this task is contingent upon the configuration timeline
- Reviews will be conducted on a monthly basis
- SI will participate in reviews and provide timely access to requested documentation

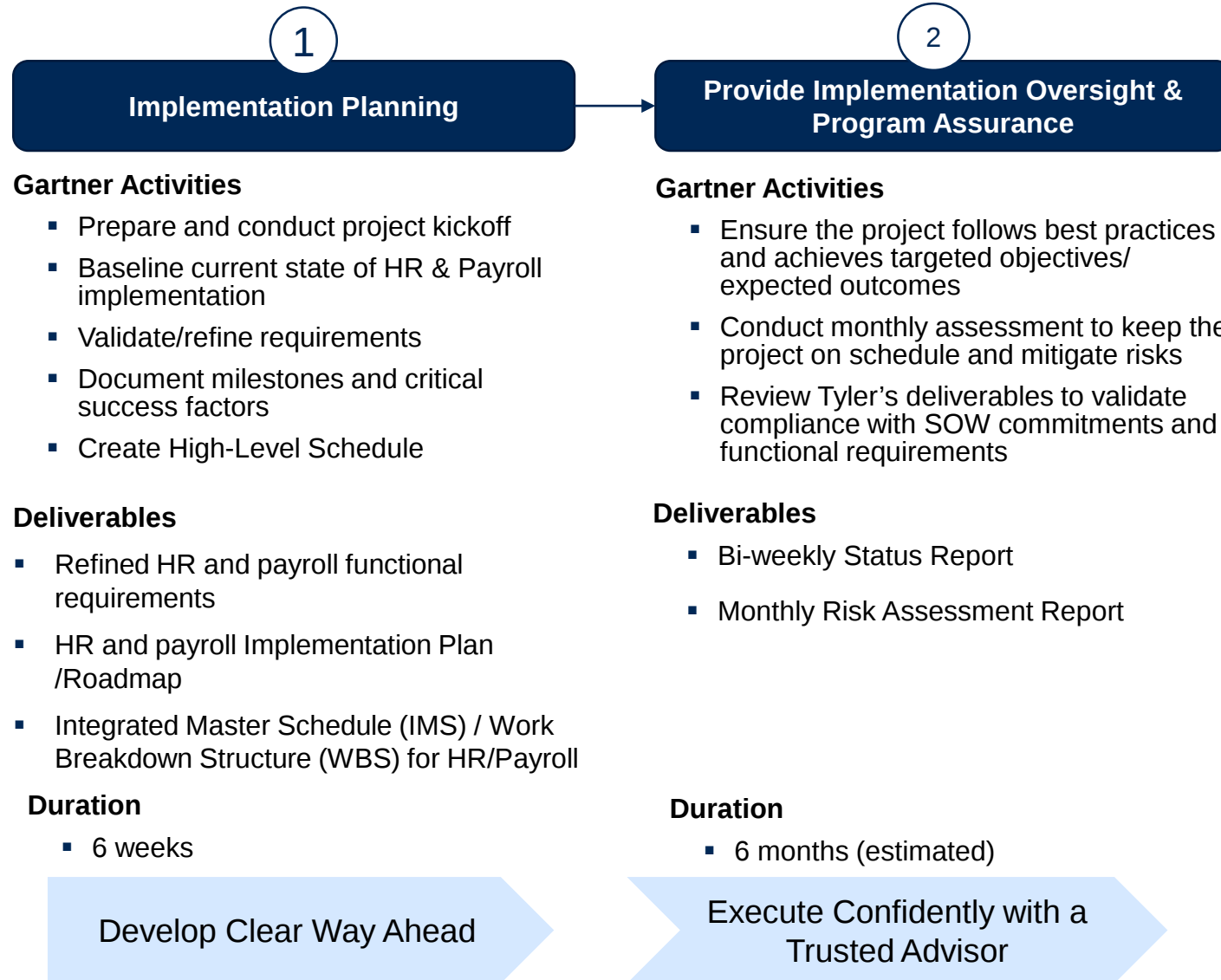
Utility Billing Project Timeline Overview

Gartner estimates 4 weeks to develop the functional requirements. The estimated timeframes for contract negotiations, RFP development, and selection of an SI are contingent upon Tyler's ability to meet COJB's requirements and time for COJB to review and evaluate RFP responses. Program Assurance support will begin once configuration of the UB software begins.



HR & Payroll Approach and Statement of Work

HR & Payroll Implementation Support Approach



Task 2.1: HR and Payroll Implementation Planning

Objective:

- Develop an implementation plan and schedule to complete the configuration and deployment of HR and payroll modules within Tyler Munis
- Verify the City's readiness to proceed with HR and payroll configuration and implementation

Activities performed by Gartner:

- Baseline Tyler's current progress to determine requirements that have been configured and accepted by COJB and functional requirements that need to be configured and implemented
- Validate/refine unmet HR and payroll functional requirements
- Review Tyler's configuration and implementation plan(s) and timeline
- Document project milestones and critical success factors
- Determine and document key dependencies among project tasks and milestones
- Work with COJB leadership and Tyler to establish a "Go-Live" date
- Develop an IMS/WBS with Tyler
- Develop a comprehensive implementation plan/roadmap

COJB responsibilities:

- Participate in requirements validation and project planning workshops with Gartner and other stakeholders, as appropriate
- Schedule meetings, interviews, and working sessions
- Provide Gartner timely access to documentation and SMEs
- Review and approve deliverables and work products

Deliverable(s):

- Refined HR and payroll functional requirements
- HR and payroll Implementation Plan/Roadmap for HR/Payroll
- IMS/WBS

Timeframe:

- 6 weeks

Assumptions:

- Up to 6x2 hour requirements validation and planning workshops
- Tyler has a detailed project plan(s)/Sprint schedule to inform development of the Implementation Plan/Roadmap
- Tyler will provide Gartner access to requested background material and planning documents

Task 2.2: HR and Payroll Implementation Oversight and Program Assurance

Objective:

- Provide program oversight and assurance support to facilitate the timely and successful implementation of the HR and payroll modules of Tyler Munis

Activities performed by Gartner:

- Monitor Tyler's performance and SOW/contract compliance
- Provide SME and IV&V support to help ensure the project follows best practices and achieves targeted objectives/expected outcomes
- Conduct monthly assessments to provide an unbiased perspective on the project's progress and trajectory, key issues/risks, key observations/recommendations, etc.
- Proactively identify risks and issues along with appropriate mitigations and recommended corrective actions

Timeframe:

- 6 months (estimated)

COJB responsibilities:

- Participate in project review/assessment working sessions
- Provide access to Tyler deliverables/work products for review and assessment
- Schedule interviews and working sessions with Tyler and key stakeholders
- With Gartner, define level of participation in project meetings, documents to review and other activities
- Conduct monthly project steering committee meetings and status updates

Deliverable(s):

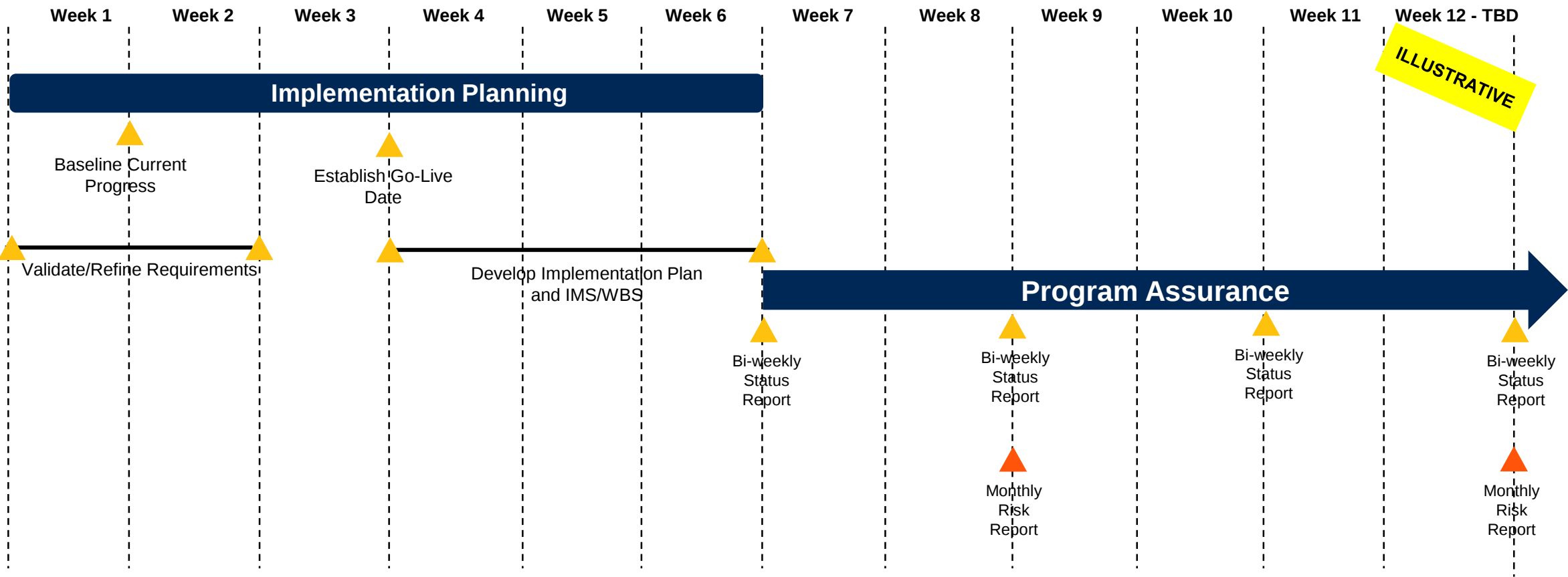
- Bi-weekly Status Report
- Monthly Risk Assessment Report

Assumptions:

- Tyler will be able to participate in reviews and will provide timely access to requested documentation
- Gartner's program assurance support period of performance is contingent upon Tyler's implementation timeline

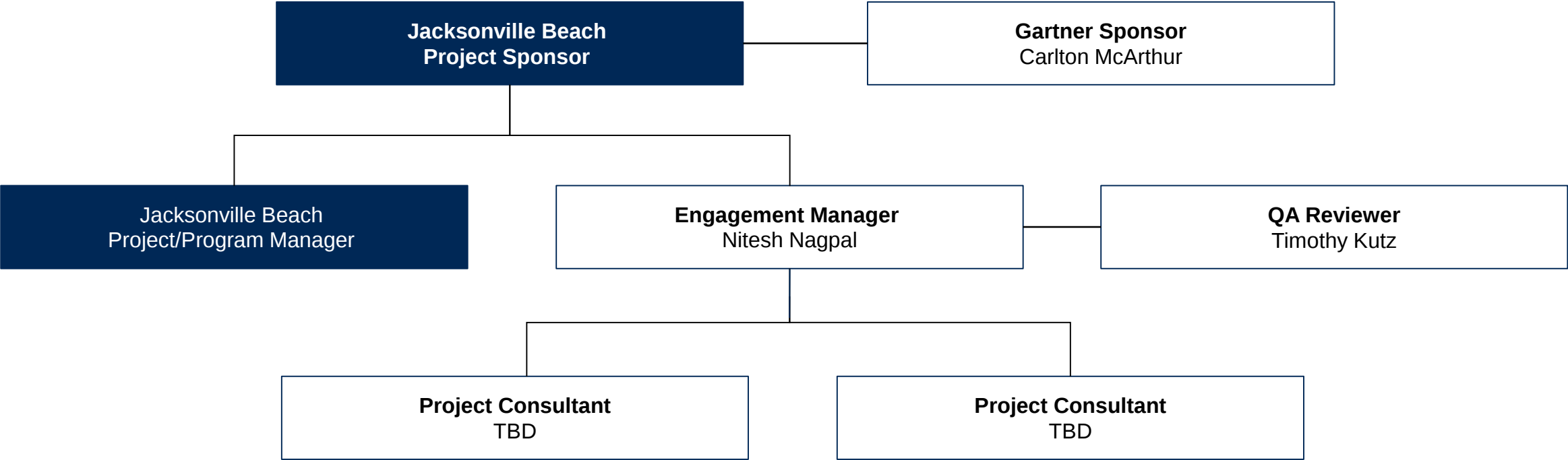
HR & Payroll Project Plan Overview

Gartner anticipates that Implementation Planning Support can be completed in 6 weeks. Program Assurance activities will begin once Tyler initiates configuration and will continue until deployment of the HR and payroll modules. The Program Assurance period of performance is contingent upon Tyler’s implementation timeline.



Gartner Project Team Organization

Gartner has created an organization structure for this engagement that ensures high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep subject matter expertise.



Assumptions and Investment Summary

Assumptions – COJB's Participation

The deliverables, schedule and pricing in this SOW are based on the following assumptions:

COJB's Participation

- COJB will designate a project manager to act as the primary point of contact for this engagement. COJB's project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve priorities, detailed step plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any engagement or performance issues; and (d) assist in resolving issues that may arise.
- The work effort described in this SOW assumes COJB's personnel are available to assist in the manner defined in this SOW. In the event that COJB's personnel are not available, a change of scope may be necessary.
- COJB will review and approve documents within five business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by COJB.
- COJB will schedule city resources for engagement activities and provide web-conferencing capabilities as necessary
- COJB personnel will be available per the final project schedule
- Gartner will formally capture feedback on your overall experience via our client survey. This allows us to quantify our performance on this engagement and to ensure a culture of continuous improvement of process and best practice.

Assumptions

Data Collection

- The due diligence (as-is) data are reasonably available via interviews and documentation review
- COJB will provide timely access to all appropriate personnel to be interviewed. These personnel will provide the data necessary to complete this engagement, answer questions, provide existing documentation and attend working sessions
- All data collection and interviews/workshops will take place via tele-conference or web-conference (i.e., Teams, Webex, Zoom, etc.) as described in this SOW and/or as agreed to at the project kickoff

Deliverables and Changes to Scope

- Any requests for additional information or resource (beyond the details described in the steps above) that are made by COJB will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this SOW)
- All deliverables will be developed using Microsoft products (e.g., Word and PowerPoint)

Key Personnel

- Resumes/biographies of key personnel provided in this SOW are included solely for illustrative purposes and do not indicate the commitment of a specific named associate. Upon signing of a contract, we will identify those associates with the appropriate skills and background to deliver fully on the undertakings defined in the SOW.
- In the event that unforeseen circumstances require the replacement of an associate on an engagement, Gartner will inform COJB as soon as reasonably possible and substitute appropriate associates with comparable skills.
- Gartner associates identified as Account Partners are not billed for as part of project pricing. Their guidance and support represent a significant value-add to the engagement.

Place of Performance

- All Gartner services will be performed remotely or at Gartner locations

Investment Summary: Fees and Expenses

Based on the level of work outlined herein the cost of Tasks 1.1, 1.5, and Task 2 is \$398,045. The cost of the optional tasks is \$141,921. The estimated cost of each task is outline below:

- **Task 1.1 & 1.5: UB Requirements Definition and Program Assurance (\$181,161)**
 - Assess current functional requirements and compare against Gartner industry standard functional requirements to identify gaps
 - Develop detailed requirements for configuration and implementation
 - Develop Monthly Risk Assessment Reports
- **Optional Task 1.2: Contract Review and Negotiation (\$42,796)**
 - Develop negotiation strategy and action plan
 - Conduct a negotiations preparation workshop to ensure consistent understanding of the negotiation strategy and tactics
- **Optional Tasks 1.3 & 1.4: RFP Bid Package and SI Selection (\$99,125)**
 - Develop RFP to procure SI
 - Respond to SI questions regarding the RFP
 - Evaluate SI RFP Responses
 - Evaluate SI demos/oral presentation
 - SI selection recommendation
- **Task 2: HR & Payroll Implementation Planning and Program Assurance (\$216,884)**
 - Establish the “Go-Live” date
 - Develop IMS/WBS
 - Document key dependencies, project milestones and critical success factors
 - Develop Monthly Risk Assessment Reports

Changes to Scope

The scope of this engagement is defined by this SOW. All Client requests for changes to the SOW must be in writing. As soon as practicable, Gartner shall advise the Client of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to decide changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.

As used herein, “changes” are defined as work activities or work products not originally planned for or specifically defined by this SOW. By way of example and not limitation, changes include the following:

- Any activities not specifically set forth in this SOW
- Providing or developing any deliverables not specifically set forth in this SOW
- Any change in the respective responsibilities of Gartner and the Client set forth in this SOW, including any reallocation or any changes in engagement or project manager staffing
- Any rework of completed activities or accepted deliverables
- Any investigative work to determine the cost or other impact of changes requested by the Client
- Any additional work caused by a change in the assumptions set forth in this SOW
- Any delays in deliverables caused by a modification to the acceptance criteria set forth in this SOW
- Any changes requiring additional research analyst time or changes to research analyst resources

Validity Period and Further Assurances

The Proposal, including the Statement of Work, is valid for 60 days from 9 February 2021.

Gartner Research and Consulting recommendations are produced independently by the Company's analysts and consultants, respectively, without the influence, review or approval of outside investors, shareholders or directors. For further information on the independence and integrity of Gartner Research, see "Guiding Principles on Independence and Objectivity" on our website, [gartner.com](https://www.gartner.com) or contact the Office of the Ombudsman at ombudsman@gartner.com or +1 203 316 3334.

Authorization

This SOW is submitted under the terms and conditions of the Gartner Inc. Texas Department of Information Resources Contract No. DIR-TSO- 4030 with an effective date of 10 November 2017.

When signed by Gartner and the City of Jacksonville Beach, this SOW is an attachment to and governed by the State of Texas Department of Information Resources Contract No. DIR-TSO-4030 with an effective date of 10 November 2017 between the parties. These two documents will set forth the relationship between the parties for this engagement. The SOW may be modified at any time provided such changes are agreed to by the parties in writing and where applicable, are in accordance with the Change Order provision.

[X] By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.

SUBMITTED ON BEHALF OF GARTNER, INC.

SIGNATURE
Meg Collins, Senior Managing Partner

PRINT NAME AND TITLE
9 February 2021

DATE

AGREED ON BEHALF OF CITY OF JACKSONVILLE

SIGNATURE

PRINT NAME AND TITLE

DATE

PO NUMBER (If applicable)



Gartner BuySmart™ helps you craft a fair deal

Reduce costs and avoid common pitfalls using the most recent insights on technology spend management, contracting practices and long-term risk mitigation.



Determine what you really need to meet business outcomes

Assess your strategic, financial and technical requirements



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Understand the market; evaluate and select the right partners



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Pick the optimal delivery model, contracting vehicles and pricing models



Optimize spend

Avoid unnecessary charges, rightsize support and service levels, benchmark pricing (where available)



Reduce complexity and risks

Review T&Cs to protect against future cost increases and unanticipated costs, and provide risk mitigation

16,000+

clients rely on us
for investments in
technology

11,000+

proposals reviewed
by our experts
annually

96%

would use the
service again

Gartner Equips clients to make the BEST Decisions Possible across the ENTIRE Lifecycle of the Buying Process

Gartner®

UB Subject Matter Expert Representative Bios



Lloyd Jones, Sr Director Analyst
2 years at Gartner, 29 years industry experience

Lloyd Jones is a Senior Director Research working with utilities across electric, gas and water. His research focus is to leverage technology to create business value, with its implications for CIOs. Mr. Jones' research covers the impact of the energy transition on utility digital transformation and innovation as well as technology optimization and modernization. His research covers business strategy and business models, operational technology, asset management and optimization. His aim is to help the CIO respond effectively to support his peers in evolving the organization.



Zarko Sumic, Distinguished VP Analyst
20 years at Gartner, 44 years industry experience

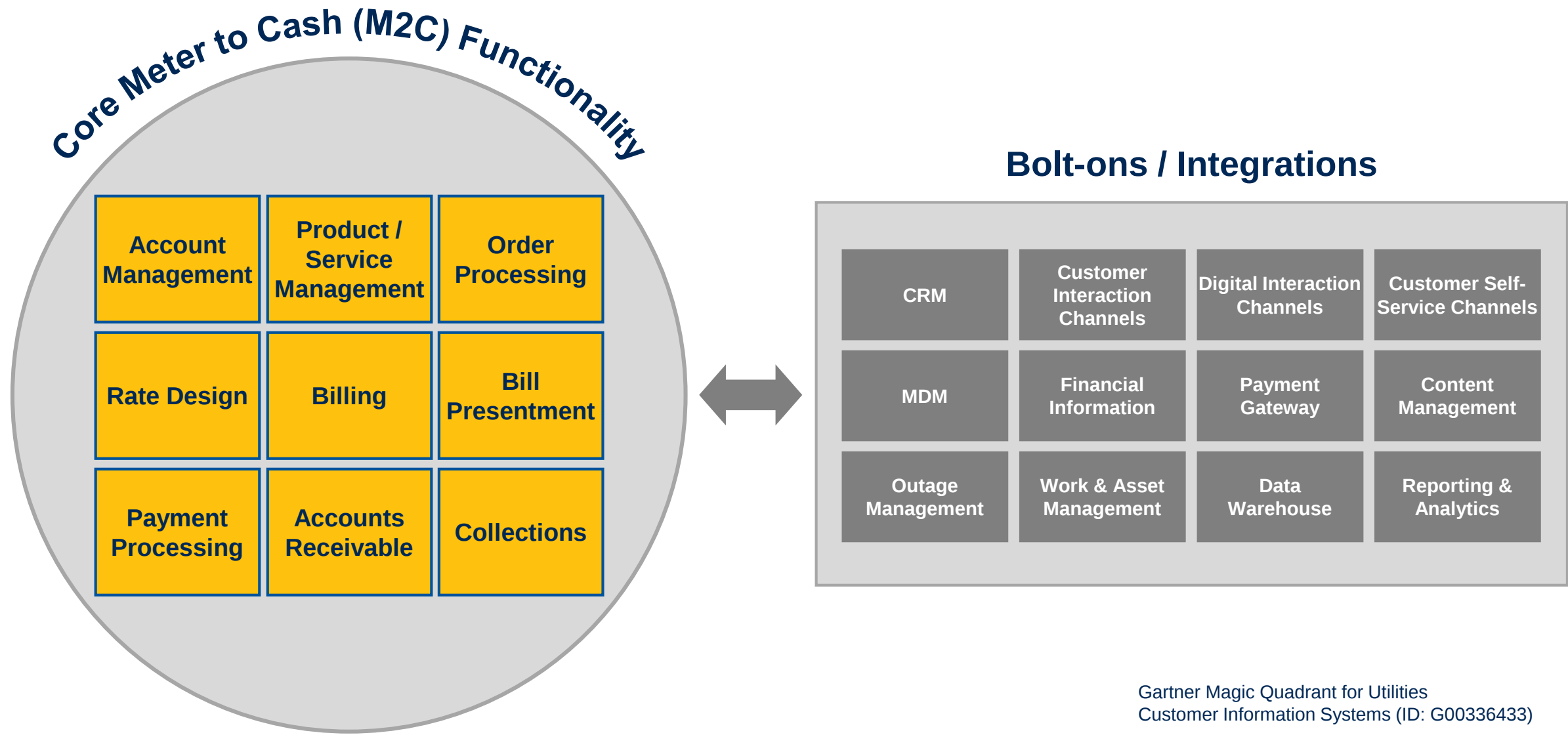
Zarko Sumic, Ph.D., is a Vice President and Distinguished Analyst in Gartner, where he provides innovative strategic and operational advice to Gartner utility clients using his extensive IT leadership and business experience. With more than 40 years of IT experience in academia, the energy utility industry and technology providers, Dr. Sumic is an established leader in applying IT and OT in the utility sector. His coverage areas include new energy provisioning business models and digital transformation of the utility sector, the impact of IoT on technology convergence in the utility sector, and consequent implications on utility IT organizations and application portfolios. Dr. Sumic leads Gartner Smart Grid research, covering technologies and business processes with implications on utility infrastructure modernization, customer engagements and back-end processes, such as meter-to-cash.



Sample Work Products



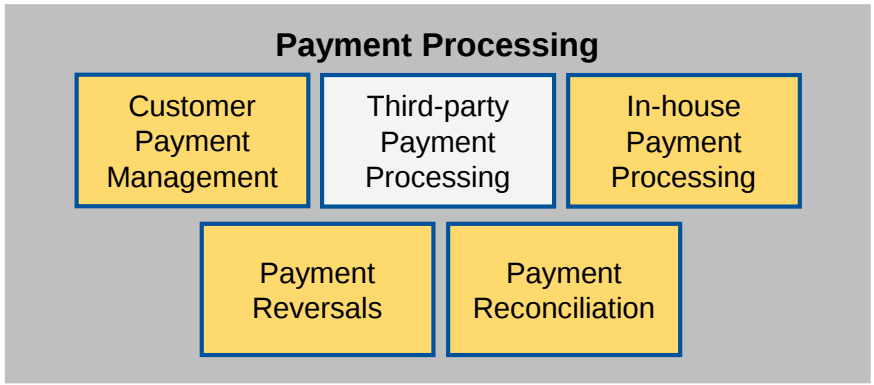
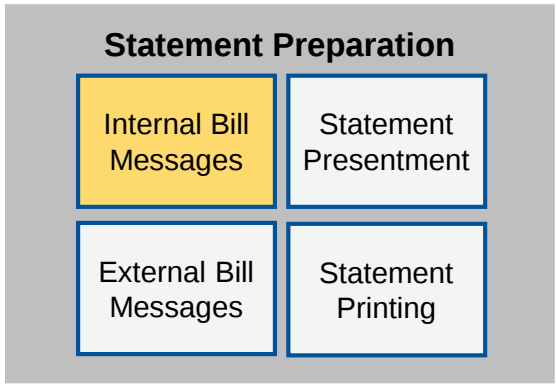
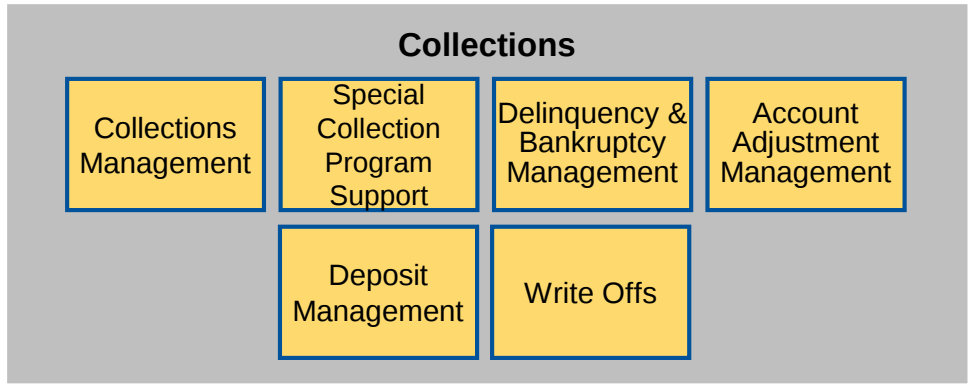
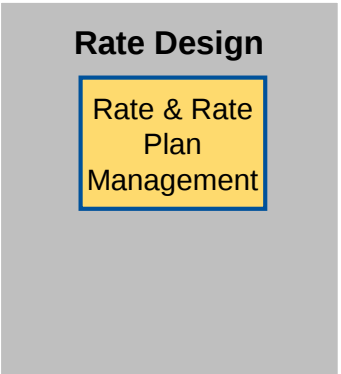
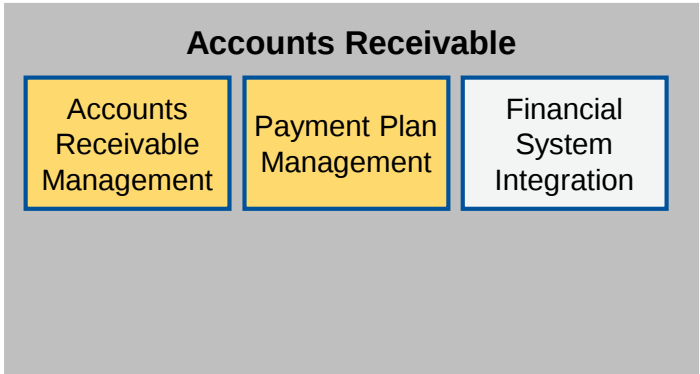
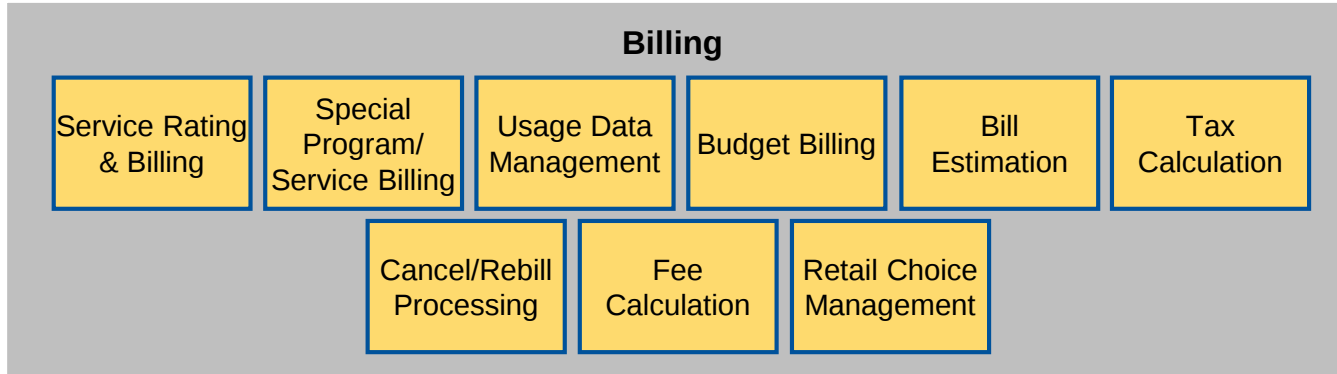
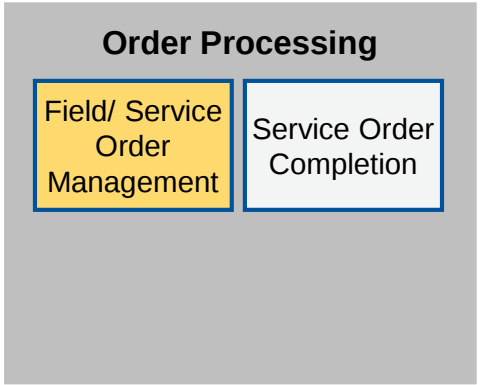
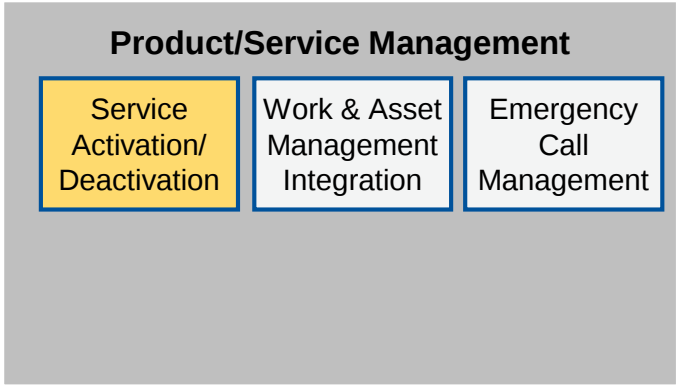
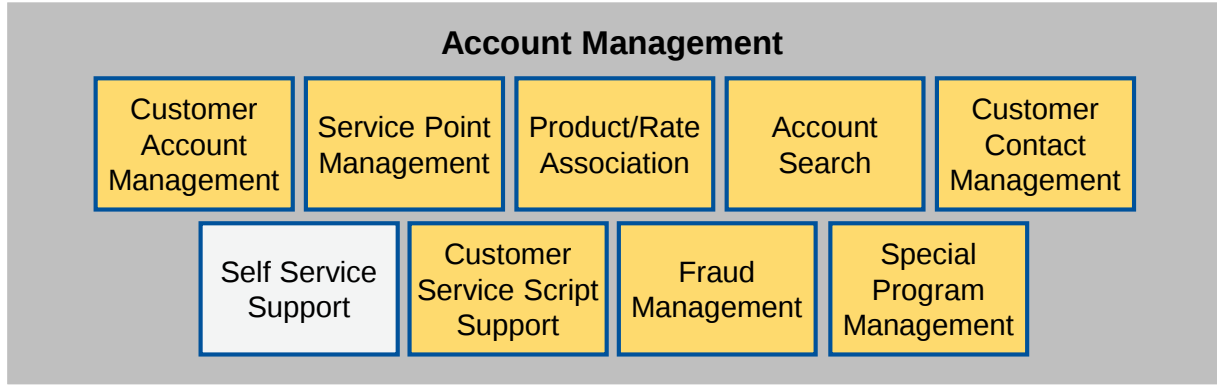
Sample Utility CIS Functionality (Task 1.1)



Gartner Magic Quadrant for Utilities
Customer Information Systems (ID: G00336433)



Sample CIS (within UB domain only) BCM (Task 1.1)



Sample Customer Billing Functional Requirements (Task 1.1)

2. Customer Billing					Provide one response per cell in each column					Provide an explanation of the selection for each requirement
Req #	Requirement	Supporting Use Case	Related Business Capability	(M)andatory or (O)ptional	(C)onfiguration, (A)Business Rule Automation, (B)oth, or (N)one	Customization (Y/N)	Integration /w 3rd Party Product (Y/N)	Future Product Release (Y/N)	Customization Complexity H,M,L	Explanation / Comments <i>Provide an explanation for WHY and a description of HOW you propose to meet the requirement</i>
CB-001	The system shall provide the ability to create multiple rate structures based on, but not limited to the following:	Use Case 2: Configure Sewer Calculations	Cash Management	M						
CB-002	Account type (i.e., residential, commercial, industrial)	Use Case 2: Configure Sewer Calculations	Cash Management	M						
CB-003	Meter size	Use Case 2: Configure Sewer Calculations	Cash Management	M						
CB-004	Location	Use Case 2: Configure Sewer Calculations	Cash Management	M						
CB-005	Tiered rates and user-defined ranges based on consumption	Use Case 2: Configure Sewer Calculations	Cash Management	M						
CB-006	Base charge plus consumption charge	Use Case 2: Configure Sewer Calculations	Cash Management	M						
CB-007	The system shall provide the ability to capture multiple types of billing units (e.g., CCF, gallons, 100 gallons, 1000 gallons, etc.)	Use Case 2: Configure Sewer Calculations	Cash Management	M						
CB-008	The system shall provide the ability for an authorized user to configure a standard billing unit of measure (e.g., CCF, gallons, 1000, gallons)	Use Case 2: Configure Sewer Calculations	Cash Management	M						
CB-009	The system shall provide the ability to bill customers according to a standard format water provider data file	Use Case 1: Process Final Billings	Customer Billing Management	M						
CB-010	The system shall provide the ability to calculate a budget plan for customers.	N/A	Credit & Collection	M						
CB-011	The system shall provide the ability to automatically calculate a bill based on base charge plus number of fixtures	N/A	Customer Billing Management	O						
CB-012	The system shall provide the ability to capture user-defined miscellaneous charges	N/A	Customer Billing Management	M						
CB-013	The system shall provide the ability to generate bill that includes, but is not limited to the following:	N/A	Customer Billing Management	M						
CB-014	High-strength surcharge based on volume and strength characteristics	N/A	Customer Billing Management	M						
CB-015	Special assessments	N/A	Customer Billing Management	M						

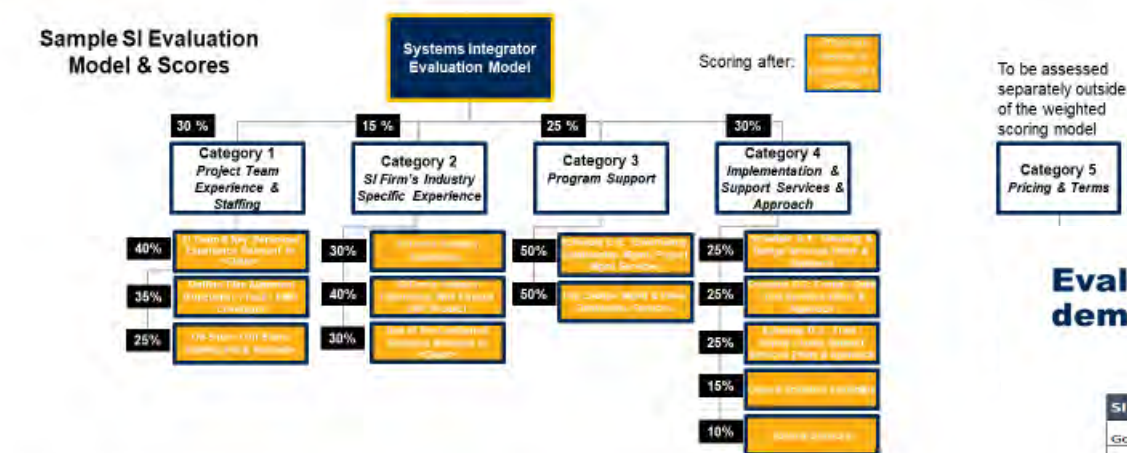
Sample Contract Negotiations Tracker (Task 1.2)

Category	Category Code	Description	Status	Priority	Most Desired Outcome	Least Acceptable Agreement	Discussion with Tyler	Dependencies	Trade Off Considerations
Design & Configuration	A1	Explain how Tyler will change their standard implementation approach to incorporate the City's configuration analysis documentation.	Open	H	N/A	N/A	Tyler and the City discussed this documentation at their 2-day onsite workshop in June. Tyler indicated that they would "change their model" to incorporate the City's documentation.		
Design & Configuration	A2	Explain the assumptions for Geo Rules and I/Os.	Open	H	N/A	N/A	Tyler provided IO and Geo-Rule designations for the City's requirements to help COJ assess whether current Geo-Rule and I/O figures will meet City needs		
Design & Configuration	A2	Ensure the contract includes an adequate number of Geo-Rules and I/Os to meet requirements stated in the RFP.	Open	H	The County is given an unlimited number of I/Os and Geo-Rules	Tyler validates all RFP requirements to ensure that I/Os and Geo-Rules are properly accounted for.	Tyler agreed to remove limits to I/Os and Geo-Rules to build what is outlined in the Configuration Analysis Documentation. If they need to deviate from the documentaiton, the City and Tyler will execute a change order.		
Design & Configuration	A3	Ensure utilization configuration analysis documentation developed by the City over the past two years is leveraged in vendor design/configuration work.	Open	H	Tyler modifies their system development approach to align with agile methodology (currently proposed as a waterfall approach). The most desired agile approach would be iterative and include: 1) Configuration analysis documentation and Business Analyst input used to develop FDD, 2) prototype built for business owner validation, and 3) Process fully configured into the system.	The project follows the waterfall development approach proposed by Tyler, however, configuration analysis documentation is used to develop FDDs (removing questionnaire and workshop project steps).	Tyler is working to modify the SOW to reflect their planned utilization of the Configuration Analysis Documentation. The City was able to view their proposed approach to incorporate and is satisfied.	A1	
Design & Configuration	A3	Understand Tyler's definition of prototyping.	Open	M	N/A	N/A	Tyler to define prototypes in a revised payment schedule as well as the proposed SOW.	A1	
Design & Configuration	A3	Incorporate an adequate level of prototyping in the SOW.	Open	M	Tyler will provide prototypes for each process to be validated by business owners prior to configuration	Tyler will agree to a set number of prototypes (i.e. 20). The City will identify prototyped processes to ensure the list has an appropriate level of complexity as well as diversity in processes.		A1	
Design & Configuration	A4	Explain the assumptions for 135 business case transactions and clarify what "business case transactions" mean particularly for contract language.	Open	M	N/A	N/A			
Design & Configuration	A4	Per the proposed SOW, the City is to lead and own the configuration, testing, and UAT resolution of 25 business processes, 5 geo rules, and 5 I/Os.	Open	H	Tyler owns all configuration, testing and UAT resolution for business processes transactions, Geo-Rules and I/Os	The City determines which processes, I/Os and Geo-Rules will be configured by them.			
Design & Configuration	A4	Explain the level of support that will be given to the City to execute configuration and testing of a portion of business process transactions, Geo-Rules, and I/Os activities.	Open	H	N/A	N/A			
Requirements	B1	The City should ensure that Tyler fully understands the system requirements related to concurrency processes to determine if the City's needs can be met with current system functionality.	Open	H	N/A	N/A			
Requirements	B1	COJ's concurrency process is considered a unique requirement. Tyler has a module that has been developed to execute functions similar to those of concurrency processes.	Open	M	Tyler has a module that addresses COJ's unique requirements around Concurrency	Tyler is able to meet the requirements through customization at no additional cost			
Requirements	B2	Explain how Tyler will ensure all RFP requirements, as well as those listed in Configuration Analysis Documentation, are met in the future state system.	Open	H	N/A	N/A			
Requirements	B2	At the start of the project, the vendor must validate COJ requirements. Requirements must be documented, managed throughout the project, and traceable to all downstream activities.	Open	M	Both Technical and Functional Requirements included in the contract for validation and tracking	Tyler develops a requirements management tool (i.e. Requirements Traceability Matrix) to be used by the City in tracking requirements.			
Requirements	B2	Tyler is responsible for Functional and Technical Requirements traceability throughout the project.	Open	M	Tyler develops a requirements management tool (i.e. Requirements Traceability Matrix) and is responsible for maintaining requirements tracking throughout the project.	Tyler develops the RTM, but requirements tracking is owned by the City.			

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Sample RFR Evaluation Scoring (Task 1.4)

Evaluate proposals and identify Vendors to participate in demos/orals

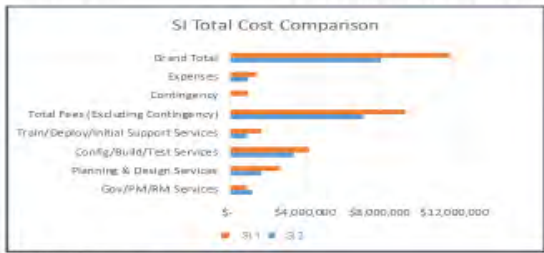


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Evaluate proposals and identify vendors to participate in demos/orals

Sample SI Comparative Analysis

SI Total Cost Comparison	SI 1	SI 2
Gov/PM/RM Services	\$ 1,205,920	\$ 878,620
Planning & Design Services	\$ 1,651,516	\$ 2,683,990
Config/Build/Test Services	\$ 3,401,550	\$ 4,206,910
Train/Deploy/Initial Support Services	\$ 886,188	\$ 1,652,180
Total Fees (Excluding Contingency)	\$ 7,145,174	\$ 9,421,700
Contingency	\$ -	\$ 942,170
Expenses	\$ 927,145	\$ 1,413,255
Grand Total	\$ 8,072,319	\$ 11,777,125



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SI Total Effort Comparison	SI 1	SI 2
Gov/PM/RM Services	782	384
Planning & Design Services	1,481	1,634
Config/Build/Test Services	5,475	2,867
Train/Deploy/Initial Support Services	1,684	1,147
Grand Total	9,422	6,032



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Sample Demo Scenario/Use Case (Task 1.4)

2.1 Invoice Automation		
Business Outcome	Provide electronic invoice approved for payment	
Main “Actor(s)”	AP Analyst	
Scenario Beginning	Vendor submits paper / scanned PDF version of invoice	
Scenario End	Digital invoice created, verified and approved for payment	
Business Value of Scenario	- Automate invoice digital creation / uploading efforts – minimize manual work - Use standard tools to extract or convert invoice formats before ingesting into the standard process - minimize complexities - Generate instantaneous alerts and notifications in case of non-conformance – improve matching and payment cycle times	
Additional Comments / Desired Features	- Ability to handle OCR and other scanning capabilities - Ability to handle OCR capabilities to identify invoice data - Ability to provide automated matching process - Ability to support other e-Invoicing capabilities	
	2.2 Invoice Processing	
	Business Outcome	Process the invoice and schedule
	Main “Actor(s)”	AP Analyst
	Scenario Beginning	Electronic invoice available in the system for processing
	Scenario End	Invoice scheduled for payment after all approvals and matching
	Business Value of Scenario	- Streamline invoice processing – systematically capture exceptions and comply with audit requirements - Automate repetitive adding tasks – improve productivity and reduce errors - Extend solution integration to email / mobile devices to enable shorter processing cycle times
	Additional Comments / Desired Features	- Ability to integrate with 3rd party tax engine (e.g. OneSource, Vertex etc.) for indirect tax computation - Ability to configure approval workflows and notifications / alerts based on user defined rules such as invoices with PO, invoices w/o PO below a threshold amount, based on employee hierarchy etc. - Ability to approve invoice not assigned to a GL account - Ability to amend invoice prior to approval e.g. assign a GL account - Ability to approve via email or mobile device - Ability to do 2 and 3-way invoice matching - Ability to provide drill-through reporting capabilities down to the document level - Ability to capture AP liability for invoices awaiting approval - Ability to handle the accrual process for closed period based on current period invoice - Ability to set-up amortization schedule for prepaid invoices

Sample Monthly Risk Assessment Report (Task 1.5 and 2.2)

Standard deliverables consist of: (1) an ongoing Risk Scorecard; and (2) specific and detailed recommendations supported by Gartner research and artifacts to allow risk mitigation execution. Risk mitigation progress is monitored by Gartner and reported to the COJB sponsor and Executive Steering Committee on a monthly basis.

Executive Summary: This go-live readiness review indicates that Program Release 1 is at a **MEDIUM trending to **LOW** risk as at April 12th, 2019**

Key Conclusions

- Program continues strong executive and management support
- There is a general confidence in the overall solution build although resource availability challenges continue to contribute to delays
- Delays have had a cascading effect on other project areas resulting in the overall go-live readiness being medium, but with UAT2 closed the team is expected to focus on go-live readiness
- Program is reaching a point where clarity around a Release 1 go-live date is needed to align efforts and consider key risks



Key Strengths

- Strong working relation and collaboration between partners
- Strong focus on solution build and quality
- Strong PMO function
- Strong commitment across Client for successful Release 1 deployment

Evaluation Area	Current Risk
1. Strategy & Leadership	Low-Medium
2. Program Controls	Medium
3. Solution Development & Implementation	Medium
4. Foundational	Low
5. Data Management	Low-Medium
6. End User Implementation	Medium

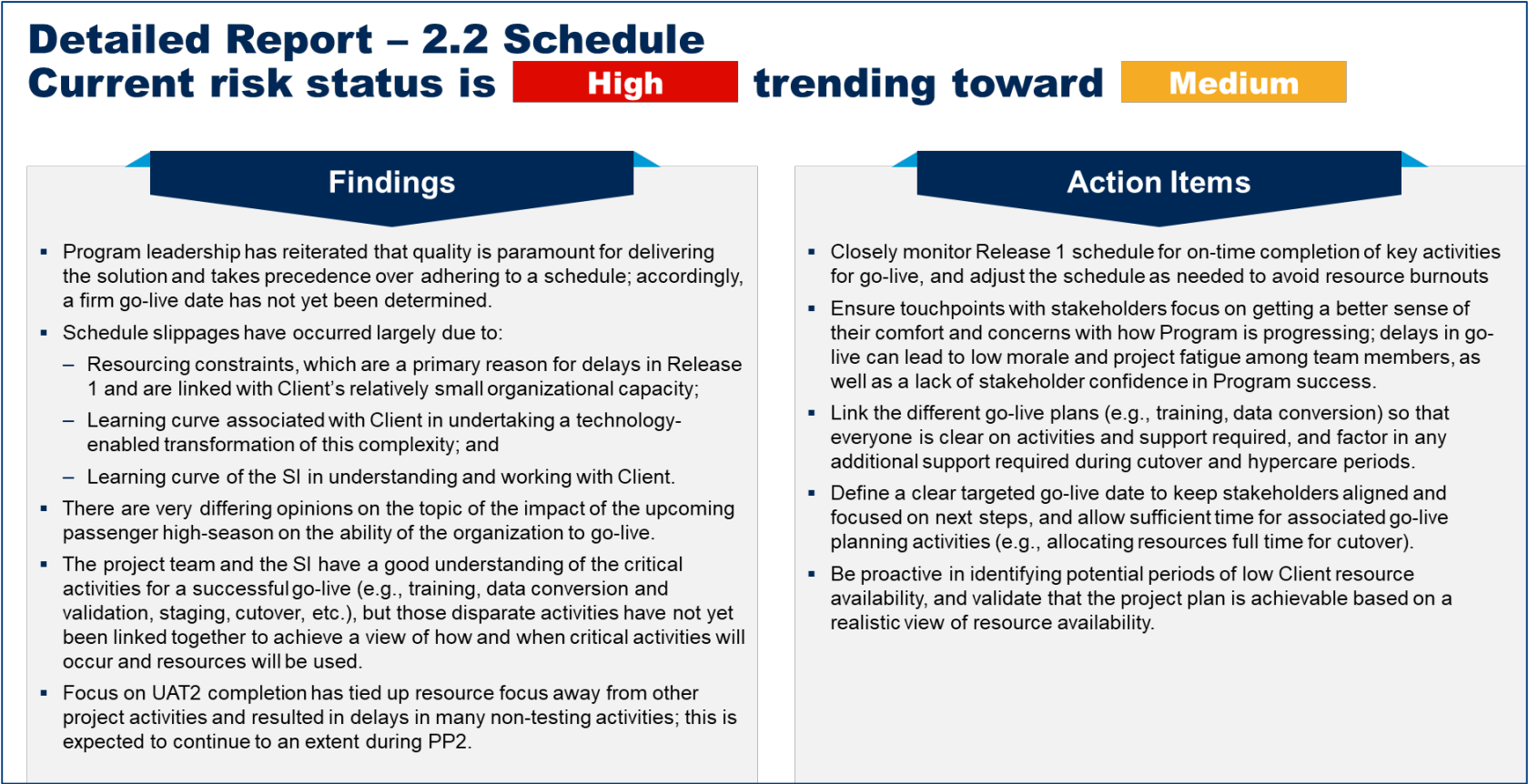


Key Risks

- Absence of go-live cutover date has resulted in delay of several cutover planning activities
- Client SME team is relatively small, but relied upon significantly creating dependencies and resource contention
- Impacts of delayed UAT2 completion, PP2 stop/restart, and not having a linked overarching project plan are unknown at this time
- Late identification of some requirements caused scope changes
- Key go-live readiness activities such as OCM and training are playing catch-up due to project delays and scope changes
- Lack of published business continuity planning approach

Sample Monthly Risk Assessment Report (Task 1.5 and 2.2)

Standard deliverables consist of: (1) an ongoing Risk Scorecard; and (2) specific and detailed recommendations supported by Gartner research and artifacts to allow risk mitigation execution. Risk mitigation progress is monitored by Gartner and reported to the COJB sponsor and Executive Steering Committee on a monthly basis.



Sample Implementation Plan/Roadmap (Task 2.1)

Lays out the high level set of initiatives to transition to the Target State

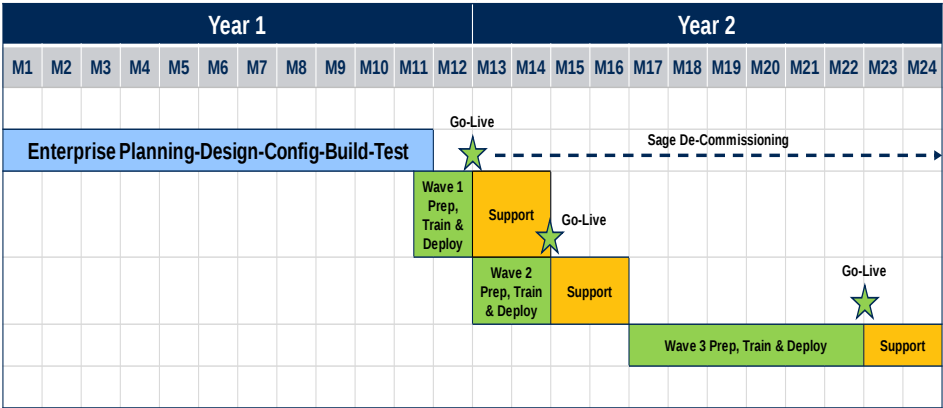
Establish the Foundation to increase implementation readiness capabilities

- 1 Agree to and secure dedicated lead positions (PM, business, IT)
- 2 Establish program governance structure/accountabilities and Org. Change Management plan
- 3 Establish going-in positions on Business process standardization opportunities and gain Executive agreement
- 4 Establish going-in positions on IT process maturity/standardization & toolset (i.e., testing, release mgmt., integration, etc.) and gain IT agreement
- 5 Secure relevant Business stakeholder support for Data profiling to establish the current state of data rationalization/cleanse needed
- 6 Provide education across organization about implementation roles to address resource limitations for dedicated team members
- 7 Establish the activities, roles and accountability for IT Vendor Management function

Notes: Order does not denote sequence and some activities may be completed in tandem. Refer to detailed recommendations.

20-24 Month Phase 1 Multi-Wave Implementation

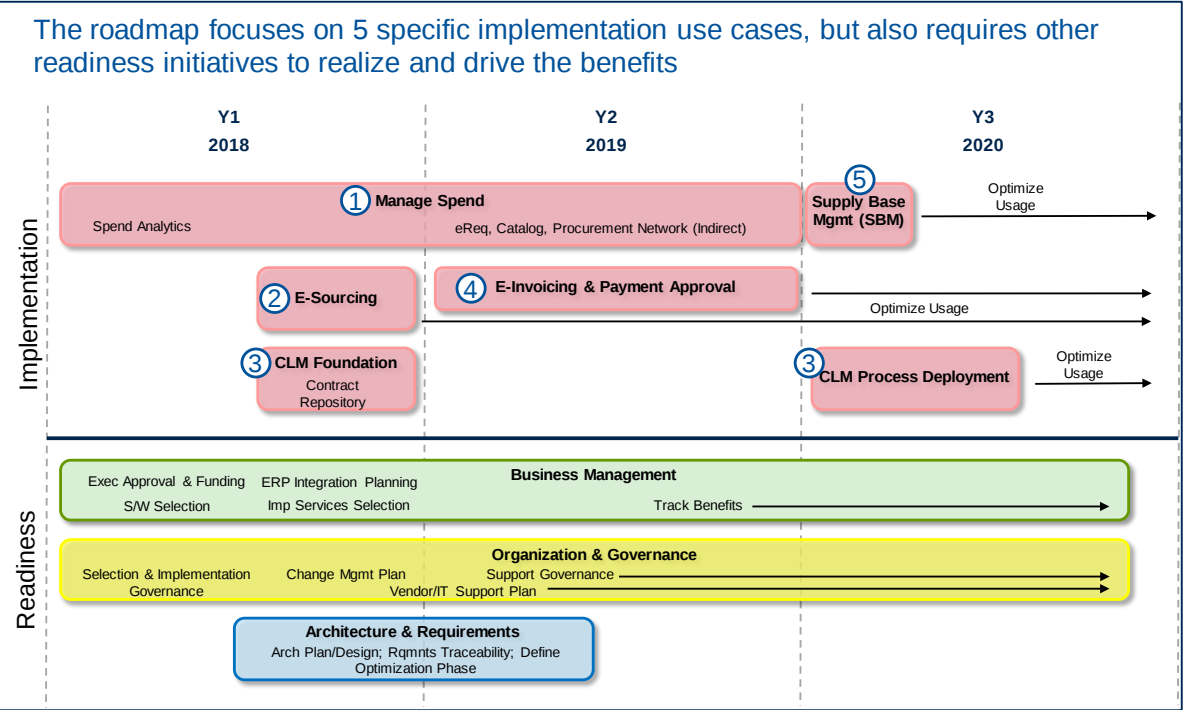
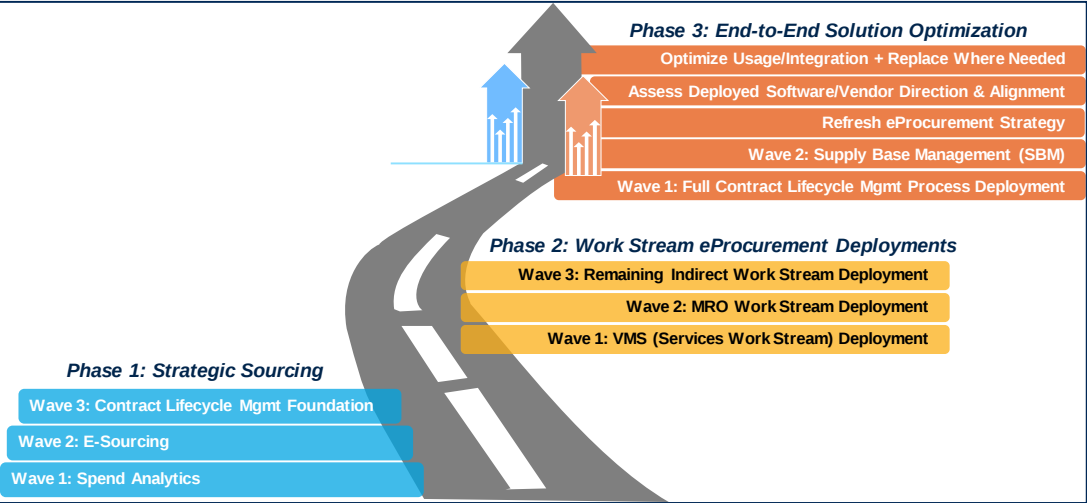
- 1-2 Month Planning
- 4-5 Month Enterprise-Wide Design
- 5-6 Month Config / Build / Test
- Multi-Wave Go-Live
 - Fresh Cuts
 - Boston / DC
 - NYC
- Decommission Sage and Related Interfaces
- Evolve to Post Go-Live Support Organization



Phase /Wave	Description / Scope
Phase 1 / Wave 1	Fresh Cuts Manufacturing in NYC
Phase 1 / Wave 2	All modules in Boston and DC locations
Phase 1 / Wave 3	All modules in NYC location
Phase 2	CRM, S&OP, eMaint Integration, other TBD

Sample Transformation Roadmap (Task 2.1)

Lays out the high level set of initiatives to transition to the Target State



Contacts

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joshua.sargent@gartner.com



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director Beaches Energy
DATE:	March 10, 2021
SUBJECT:	Purchase Order to upgrade BES substation communications equipment from sole source Power Connections, Inc.

BACKGROUND

Communications between Beaches Energy Services (BES) substation equipment and SCADA is vital to BES operations. BES has been using SEL 2032 communication processors since the early 2000s. The available technology has changed considerably since that time. The 2032 processors have become unreliable for vital communications with BES substation equipment. The SEL Real-Time Automation Controller (RTAC) processor is the industry recommended replacement. BES has managed to handle communication requirements the last two years replacing the 2032 processors as needed. Last fall, the 2032 processor at the BES Ft. Diego substation experienced a complete failure. Kissimmee Utility Authority provided BES a 'loaner' processor until BES is able to acquire a new RTAC.

The attached quote from Schweitzer Engineering Laboratories, Inc. ("Schweitzer"), and Power Connections, Inc. is for an additional (two) 2 more RTAC processors and the necessary accessories that BES requires. One RTAC will replace the failed 2032 at Ft. Diego substation. The second RTAC will be acquired for future projects at the Butler substation which requires an RTAC upgrade. The sole source letter from Schweitzer, declaring that Power Connections, Inc. is the sole source provider for SEL Products for BES RTAC upgrades is also attached.

FINANCIAL IMPACT

The total cost for the items requested is \$35,531.71, which includes a 10% contingency. Funding is available within the Electric Utility Fund reserves. The funds will be spent from the following account: 410-12-1204-531-64-564000, and the budget will be amended as part of the FY2021 year-end budget adjustment.

REQUESTED ACTION

Approve/Disapprove a Purchase Order in the amount of \$35,531.71.

ATTACHMENTS

- Quote from Schweitzer Engineering Laboratories, Inc., and Power Connections, Inc.
- Sole source letter from Schweitzer
- BES sole source request form



Created Date 3/9/2021
Account Name City Of Jacksonville Beach
Sold To Contact Matt Campbell
Sold To Contact Email mcampbell@beachesenergy.com
Sold To Contact Phone 904-233-9253

Quote Number 00065394
Expiration Date 5/8/2021
Prepared By Lori Barrentine
Sold To Sales Channel Power Connections
Business Email lori@powerconnections.com

Part Number	Description	Sales Price	Quantity	Total Price
3530#K8B4	Legacy SEL-3530 Real-Time Automation Controller	USD 8,542.00	2.00	USD 17,084.00
C953#0101	SEL-C953 RG58A/U Coaxial Cable With BNC Male Connectors, 5 Feet	USD 21.75	2.00	USD 43.50
2407#0201	SEL-2407 Satellite-Synchronized Clock	USD 1,840.00	2.00	USD 3,680.00
2245#2C29	SEL-2245-2 DC Analog Input Module	USD 1,010.00	3.00	USD 3,030.00
22445151X0	SEL-2244	USD 458.25	7.00	USD 3,207.75
22442424X0	SEL-2244	USD 204.75	5.00	USD 1,023.75
91590185	SEL-9159	USD 110.00	24.00	USD 2,640.00
224311X0	SEL-2243 Power Coupler	USD 320.00	3.00	USD 960.00
2242R1X0	SEL-2242 Chassis/Backplane	USD 170.00	3.00	USD 510.00
C627F#6HDB	SEL-C627F Ethernet Cable (RJ-45 M/RJ-45 M)	USD 40.85	3.00	USD 122.55

Grand Total USD 32,301.55

Lead Time

Ship-from-stock models: typically ship within 2 business days
Relays and communication products: typically ship within 5-13 business days
Accessories and cables: typically ship within 3-7 business days
Enclosure products: typically ship within 10-15 business days
Faulted-Circuit indicators and sensors: typically ship within 20-40 days

Lead time will be confirmed after the receipt of a complete purchase order and can be subject to change due to special situations at the time of order processing. Previously listed lead times do not include delivery time.

End User

All submitted purchase orders must contain valid and complete end-user information, including full address. Incomplete or invalid information may delay the processing of the purchase order.

Freight

Prices include ground freight prepaid within the 48 contiguous United States via SEL's preferred carrier. Buyers may request expedited delivery service at their expense by submitting a collect account or by including added charges to their invoice. Orders with multiple items may be shipped from multiple locations and may arrive in more than one delivery.

Manuals

Equipment manuals are provided free on CD with relays. If a hard copy manual is required, this should be specified at the time of order as a separate line item and may be subject to freight charges.



Warranty

SEL is pleased to offer our 10-Year Product Warranty. Please visit <https://selinc.com/company/quality/>. Third-party products included in this Quote are not covered by SEL's warranty. SEL will pass on the original manufacturer warranty to the Buyer if possible.

Payment Terms

Net 30 or per the approved credit terms with SEL. SEL may require additional credit information or prepayment prior to acceptance of a purchase order if credit terms have not been established or are insufficient to cover this purchase.

Quote Terms

Prices are based on quoted quantities and may change if quantities change. Prices do not include sales tax.

Information within this quotation is for your evaluation purposes only. Disclosure of this information outside of your company is prohibited.

Purchase order modifications or cancellations may result in additional fees and adjustment to delivery schedule. To prevent delays, please carefully review the part number descriptions listed in the above table to ensure ordering options will meet requirements.

SEL values your right to privacy, and uses personal data provided to SEL only for our legitimate business interests. More information may be found at the [SEL Privacy Policy](#). You may exercise your rights related to your personal data by contacting the SEL Data Protection Officer at data_protection@selinc.com.

All sales are subject to the attached SEL Sales Terms, available on SEL's website (<https://www.selinc.com/termsandconditions/unitedstates>) and incorporated herein by reference unless Buyer and SEL has a Master Agreement or signed negotiated terms on file.

Please reference this quote number and send purchase orders to:

Business Email lori@powerconnections.com

Vendor Purchase Order Information

:
Schweitzer Engineering Laboratories, Inc.
2350 NE Hopkins Court
Pullman, WA 99163



SCHWEITZER ENGINEERING LABORATORIES, INC.

2523 Seven Springs Blvd. • Trinity, FL 34655
Phone: +1.727.494.6000 • Fax: +1.727.372.8241
www.selinc.com

October 16, 2020

To whom it may concern,

This letter is to notify you that Power Connections, Inc. is the sole source provider of SEL products for the following states in the southeast United States: Alabama, Florida, Georgia, Louisiana, Mississippi, Arkansas, and Tennessee. All request for quotes, purchase order submittals, and order processing will go through Power Connections, Inc.

We appreciate the opportunity to serve and do business with your company. Feel free to contact me directly with any questions or concerns.

Sincerely,

Shelly Awad

Customer Service Representative- Southeast Region

2523 Seven Springs Blvd

Trinity, FL 34655

SEL Headquarters

2350 NE Hopkins Court • Pullman, WA 99163-5603 USA
Tel: +1.509.332.1890 • Fax: +1.509.332.7990 • www.selinc.com

Making Electric Power Safer, More Reliable, and More Economical®

Sole Source Request

Pursuant to Section VII and XII of the City of Jacksonville Beach Purchasing Manual, when requesting a sole source purchase from a vendor, please complete this form to justify your request and submit to the Property and Procurement Division with applicable attachments.

"Sole Source items are any materials, supplies, or services that can only be obtained from one vendor or manufacturer, eliminating any possibility of securing a second competitive quote."

"When it is determined that certain materials, supplies, or services are only available from a sole source, every effort must be made by the Department to secure documentation of sole source availability from the supplier, vendor, or manufacturer."

Requesting agency (Department/Division): Relay/Substation Dept

Name of Vendor or Supplier: Power Connections

Amount of purchase/project (attach quote): \$32,301.55

Provide a summary (brief description) of the scope of goods/services to be provided and detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended sole source provider:

SEL RTAC communications processors-2 each and accessories. needed to replace at Diego and Butler substations.

Assert that you have researched the availability of the requested goods/services from other sources in applicable markets and have discussed and evaluated the same with COJB's property and procurement division (attach sole source letter – signed, on company letterhead):

Power Connections sell the SEL equipment in the Southeast US. sole source letter attached

Submitted by: Matt Campbell Relay/Substation Supervisor
Name Title

Date: March 10, 2021

Requesting Agency Director's Signature: 

Property and Procurement Approval: 

Any purchase in excess of the \$25,000 Bid Threshold Amount must have prior City Council approval or must be approved and signed by the City Manager

City Manager: _____ Date _____



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	April 5, 2021
SUBJECT:	RFQ 08-1920
	Portions of–Downtown Phase 3C and 3D Infrastructure Improvements Design

BACKGROUND

The City is embarking on its next phase of infrastructure improvements in the Downtown and the Southend Community Redevelopment Areas (CRAs) (see attached map). The City intends to improve the water, sewer, stormwater, parking, street, and other infrastructure.

The City advertised a Request for Qualifications (RFQ) to procure the services of one or more engineering consultants that will span the length of the remaining improvements program. Award of this proposal provides the City with consulting engineering firms to manage the development and execution of the remaining projects associated with Downtown and Southend Redevelopment infrastructure improvements program.

Invitations were sent to 14 utility roadway and engineering consulting firms. The City received five proposals to its RFQ. These proposals were reviewed and ranked by a City Review Committee consisting of Marty Martirone, P.E., City Engineer, Kayle Moore, P.E., Public Works Project Engineer, and Bill Mann, Planning and Development Director. The top three firms participated in a presentation process.

The Committee ranked the responding firms as follows:

RFQ 08-1920 Review Committee Ranking Results			
Firm	Proposal Score	Presentation Score	Overall Rank
GAI Consultants, Inc.	97.33	98.33	1
Jones Edmunds & Associates, Inc.	93.67	96.33	2
England-Thims & Miller, Inc.	94.00	89.33	3
WGI, Inc.	82.33	N/A	4
Halff Associates, Inc.	81.67	N/A	5



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After reviewing the proposals and attending the presentations, the Committee recommended that the City further negotiate discrete portions of the scope as described in the RFQ with the top two ranked firms. Staff and the Committee recommended that GAI Consultants, Inc., be awarded a contract for professional engineering services for Project Areas #2 (Phase IIIC-Project 4), #3 (Phase IIIC-Project 5), and #4 (Phase IIID-Project 6) of RFQ No. 08-1920 Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas. The scope of services for this contract includes design and bidding services for water, sewer, stormwater, parking, street, and other infrastructure improvements within the identified project areas, as well as public outreach, construction phasing, and contract development assistance as detailed in the attached Proposals for Professional Services dated March 5, 2021.

FINANCIAL IMPACT

The total cost for the Final Design-Bid phase of this project is \$1,573,114 (CRA: \$1,052,416 + non-CRA: \$520,698), which includes a 10% contingency.

Project Title	Funding Account	Amount
Phase 3C: projects 3-5 (CRA portion)	181-16-1601-538-63-563003	\$1,052,416*
Phase 3D: project 6 (City funded)	317-07-0710-535-63-563000	\$450,000 **
Total		\$70,698 *
Grand Total		\$520,698
		\$1,573,114

* Represents funding needed in addition to what is currently appropriated. Funding is available within the identified fund reserves and the budget will be amended as part of the year-end budget modification.

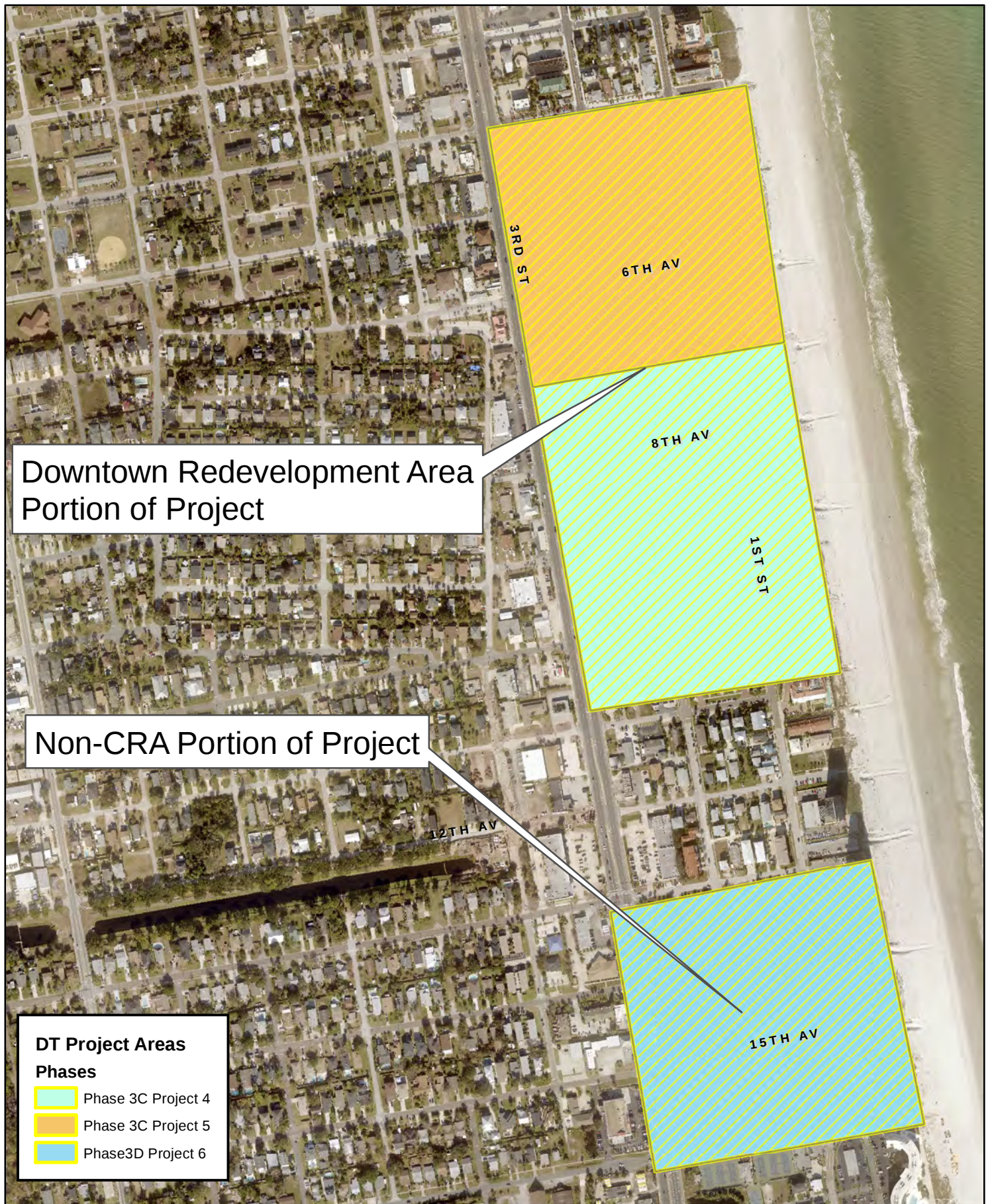
** These funds were appropriated as part of the FY2021 Original budget

REQUESTED ACTION

- Award/Reject RFQ 08-1920 Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas, Project Areas #2 (Phase IIIC-Project 4), #3 (Phase IIIC-Project 5), and #4 (Phase IIID-Project 6) to GAI Consultants, Inc., and authorize the Mayor and City Manager to execute the contract.

ATTACHMENTS

- CRA Project Areas Map
- Notice of Intent to Negotiate Satisfactory Contract
- Agreement between City of Jacksonville Beach and GAI Consultants, Inc.
- The Contract Exhibits including RFQ 08-1920, GAI's Proposal, and Fee Proposals are available for viewing under April 5, 2021 Agenda Supplements at <http://www.jacksonvillebeach.org/ccagendasupplements>.



This is the only recommendation notice you will receive. If there are other representatives in your firm working on this project, please forward to their attention.

NOTICE OF INTENT TO NEGOTIATE SATISFACTORY CONTRACT

Date: October 1, 2020

From: Luis F. Flores, Property and Procurement Officer

RE: **RFQ No. 08-1920 Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas**

Recommendation will be presented to the City Manager for:

RFQ Number: 08-1920

Title: Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas

Negotiate with: **GAI Consultants, Inc. for project areas #2 (Phase IIIC-Project 4), #3 (Phase IIIC-Project 5) and #4 (Phase IIID-Project 6) and Jones Edmunds & Associates, Inc. for project areas #1(Phase IIIC-Project 3) and #5 (Southend Redevelopment Area).**

Attached is the Final Selection Committee Collective Summary.

In accordance with the procedures set forth in Section XII K., of the City of Jacksonville Beach Purchasing Manual, a written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) business days, Monday through Friday, 8:00 AM – 4:00 PM, after receipt by the respondent of the Notice of Intent to Negotiate Satisfactory Contract from the Property and Procurement Officer.

The City reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

If awarded, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

We would like to thank each respondent for their submittal.

Luis F. Flores

Luis F. Flores, Property and Procurement Officer
1460A Shetter Avenue, Jacksonville Beach, FL 32250

City of

Jacksonville Beach

Property and

Procurement Division

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6229

Email: purchasing@jaxbchfl.net

www.jacksonvillebeach.org



Invitations were sent to fourteen (14) utility and roadway engineering consulting firms and five (5) responses were received.

An evaluation team consisting of city staff appraised each response. The top three firms were selected for public informal interviews on 9/24/20. Following is the combined scoring tabulation for the September 15, 2020 evaluation committee meeting.

Selection Committee Meeting - 9/15/20										
VENDOR	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	SCORE	RANK
England-Thims & Miller, Inc.	15	19.33333	9.666667	19	5	18	4.666667	3.333333	94	2
GAI Consultants, Inc.	14.66667	19.66667	9.666667	18.66667	5	19.66667	5	5	97.33333	1
Halff Associates, Inc.	12	16.66667	8	18	5	16	4.666667	1.333333	81.66667	5
Jones Edmunds & Associates, Inc.	14	18.33333	9.333333	19.66667	5	18	4.666667	4.666667	93.66667	3
WGI, Inc.	12	17.66667	8.666667	18.33333	4	16	4.666667	1	82.33333	4

The top three respondents were ranked after public informal interviews. Following is the combined scoring tabulation for the October 1, 2020 evaluation committee meeting.

Final Selection Committee Meeting - 10/1/20										
VENDOR	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	SCORE	RANK
England-Thims & Miller, Inc.	13.33333	18.33333	9.333333	19.33333	5	17.33333	4.666667	2	89.33333	3
GAI Consultants, Inc.	14.66667	19.66667	10	19.33333	5	20	5	4.666667	98.33333	1
Jones Edmunds & Associates, Inc.	13.66667	19.33333	9.666667	19.66667	5	19	5	5	96.33333	2

Evaluation Criteria:

1. Past Record of Professional Performance / Accomplishments – 15 points
2. Ability to design an Approach and Work Plan to Meet the Project Requirements – 20 points
3. Project Team – 10 points
4. Construction Management – 20 points
5. Proximity – 5 points
6. Ability to Meet Time and Budget Requirements – 20 points
7. Recent, Current, and Projected Workload of the Firm – 5 points
8. Volume of Work Previously Awarded to the Firm by the City of Jacksonville Beach – 5 points

THIS IS AN AGREEMENT effective as of **April 1, 2021** (“Effective Date”)

between

CITY OF JACKSONVILLE BEACH, FLORIDA
 (“CITY”)

and

GAI CONSULTANTS, INC.
 (“ENGINEER”).

Pursuant to RFQ 08-1920, Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas (attached hereto as “**Exhibit A**”), ENGINEER has been selected by the CITY to provide service requirements for the following Scope of Services:

- A. The ENGINEER will provide the necessary engineering services for the Downtown Redevelopment Area and Adjacent Areas portion of the Infrastructure Improvements, Downtown/Southend Redevelopment Areas and Adjacent Areas located in the City of Jacksonville Beach Florida. The Downtown Redevelopment Area portion of the project is bounded on the north by 4th Avenue South, the east by the Atlantic Ocean, the south by 11th Avenue South, and on the west by 3rd Street (S.R. A1A), and the Adjacent Areas portion of the project includes the area bounded on the north by 13th Avenue South, the east by the Atlantic Ocean, the south by 16th Avenue South, and on the west by 3rd Street (S.R. A1A), and the downstream area bounded on the north by 12th Avenue South, the East by 4th Street South, the South by 13th Avenue South, and on the west by 10th Street South, as indicated on Exhibit “A” of the RFQ.
- B. The ENGINEER’s primary scope is to assist the City in developing and managing this program over its duration, through its phases, which may overlap.
- C. The proposed services are divided into two phases: Final Design-Bid Services and Construction Administration Services. Work by the ENGINEER on a subsequent phase will be decided/authorized by the CITY following the successful completion, review, and acceptance of the deliverable products for the current phase. The engineering design services shall provide replacement/upgrade water, wastewater, and replacement/upgrade or new stormwater system piping, and other infrastructure and roadway improvements to include modifications to allow for additional on-street parking spaces where appropriate. Final Design-Bid Services include Preliminary Design, Final Design, Permitting, Construction Documents, Contract Preparation Assistance, Bidding Assistance, Public Meetings, Survey, Geotechnical Investigations, Subsurface Utility Locates, and other work as indicated in the Scope of Services (attached hereto as “**Exhibits B and C**”).
- D. The ENGINEER will develop and assist the CITY in implementing a public awareness program to advise those citizens and businesses that will be affected by the proposed water,

wastewater, stormwater, and other infrastructure and roadway improvements project(s). The program will include the preparation of exhibits and presentations to the public, the Community Redevelopment Agency (CRA) Board and the City Council.

- E. The CITY, upon mutual agreement with the ENGINEER can extend the scope of services within this contract agreement to include the Southend Redevelopment Area as indicated on Exhibit “B” of the RFQ, and/or adjacent areas to the redevelopment areas for prudent infrastructure transition.
- F. The CITY reserves the right, at its sole discretion, to assign to other engineering consultants, design services within the redevelopment area and adjacent area boundaries.
- G. If elected by the CITY, the ENGINEER may provide Construction Administration Services during the construction phase(s). Such services may include resident inspection, shop drawing reviews, field surveys, as-built drawings, warranty inspections, public outreach or other services needed during and after construction. Services for this part shall require a separate fee negotiation.

CITY and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. The CITY will authorize ENGINEER to perform the Scope of Services on a phase-by-phase basis. ENGINEER shall provide the Services set forth herein. The following procedures will be utilized during the project negotiations and assignment to the ENGINEER.
 - i. The CITY staff will request that ENGINEER prepare a Scope of Services for the selected phase. The Scope of Services will be discussed with the CITY'S and ENGINEER'S staff to review and/or clarify what the project involves.
 - ii. The ENGINEER will submit a detailed Scope of Services and Fee Proposal back to the CITY staff for review. Fee Proposal will be per the established hourly rates referenced within **Exhibit D**.
 - iii. The CITY staff will review the submitted documents from the ENGINEER and determine if they are fair and reasonable, or if further negotiations are required.
 - iv. After final design fee agreement between the CITY staff and the ENGINEER have been agreed upon, the CITY staff will make a recommendation for the project approval to the appropriate authority level under the provisions of the city Purchasing Manual.
 - v. After approval by the appropriate authority level, a purchase order and Notice to Proceed will be issued.
- B. If authorized by CITY, the ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in **Exhibits B and C**.

ARTICLE 2 - CITY'S RESPONSIBILITY

2.01 General

CITY shall have the responsibilities set forth herein including the following:

- A. Furnishing to the ENGINEER at no cost:
 - i. All available pertinent information including previous reports.
 - ii. All permit application and governmental inspection fees.
 - iii. Any other data relative to performance of the services for each project.

It is agreed that the accuracy and veracity of said information and data may be relied upon by the ENGINEER without independent verification of the same.

B. CITY'S Representatives:

- i. Project Officer: Director of Public Works
- ii. Project Contact: Project Engineer, Public Works Department
Kayle Moore, PE, Project Engineer, Public Works
Department, 1460A Shetter Avenue, Jacksonville
Beach, Florida 32250; Telephone (904)853-1929
- iii. Project Finance and
CRA Liaison: CRA Administrator

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER'S services and compensation under this Agreement will be assigned after negotiations have been completed between the CITY and ENGINEER, and the project funding has been approved, under the provisions of the City Purchasing Manual. ENGINEER'S obligation to render services hereunder will be for a period determined during negotiations which may be reasonably required for the completion of said services.
- B. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Terms of Agreement

This Agreement shall be effective from April 1, 2021 and will continue in effect until the authorized services have been completed by the ENGINEER.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. CITY shall pay ENGINEER for services performed or furnished under **Exhibits B and C**, as set forth in the billing rates provided by the ENGINEER in **Exhibit D**. Each assignment shall designate whether the assignment shall be billed as Time and Materials or Lump Sum.
- B. *For Additional Services.* CITY shall pay ENGINEER for Additional Services performed or furnished after being approved by the CITY in writing in advance.
- C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, CITY shall pay ENGINEER for Reimbursable Expenses

incurred by ENGINEER and ENGINEER'S Consultants as set forth in **Exhibit D**.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER'S standard invoicing practices and will be submitted to CITY by ENGINEER, unless otherwise agreed. All invoices shall reflect hours worked by task as reflected on the individual man-hour breakdown spreadsheet for both design and/or construction phase services that was provided by the ENGINEER and agreed to by the CITY staff at the time of the assignment. The agreed upon fee shall be a not-to-exceed amount. The amount billed in each invoice will be calculated as set forth in **Exhibit D**.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CITY fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER'S invoice therefor, ENGINEER may, after giving seven days written notice to CITY, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.* In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CITY and will be paid in accordance with **Exhibit D** for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
- E. *Records of ENGINEER'S Costs.* Records of ENGINEER'S costs pertinent to ENGINEER'S compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER'S charges and upon CITY'S timely request, copies of such records will be made available to CITY at cost.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

ENGINEER'S opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not

guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER'S profession practicing under similar circumstances at the same time and in the same locality.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CITY'S prime professional for the Project. ENGINEER may employ such ENGINEER'S Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER'S Consultant unacceptable to ENGINEER.
- D. ENGINEER and CITY shall comply with applicable Laws or Regulations and CITY-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CITY'S responsibilities or to ENGINEER'S scope of services, times of performance, or compensation.
- E. CITY shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CITY to ENGINEER pursuant to this agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CITY shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER'S own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on

interpretations or clarifications of the Contract Documents given by CITY without consultation and advice of ENGINEER.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CITY shall designate specific individuals to act as ENGINEER'S and CITY'S representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.
- B. Prior to the CITY assigning any design and/or construction administration services, the CITY reserves the right to select the appropriate representative from the ENGINEER'S firm to be the designated representative during the design and/or construction phase of the services. Failure on the part of the ENGINEER firm to agree with the request for the appropriate personnel will be considered as not complying with the terms of this Agreement and could be considered grounds for not being assigned any future design and/or construction administration services.

6.03 Ownership and Use of Documents

All drawings, specifications and copies thereof are and shall remain the property of ENGINEER until final payment by the CITY at which time they become property of the CITY. CITY shall hold ENGINEER harmless from any future use of the drawings and specifications.

6.04 Insurance

General Provisions:

Hold Harmless: The CITY shall be held harmless and indemnified by the ENGINEER, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent that such loss is caused by the negligence, recklessness, or intentional wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of the contract.

Pursuant to Florida Statute 558.0035 an individual employee or agent of ENGINEER may not be held individually liable for negligence.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The ENGINEER acknowledges that such stoppage will not shift responsibility for any damages from the ENGINEER to the CITY.

Proof of Carriage of Insurance & Naming CITY as Additional Insured:

ENGINEER shall furnish the CITY with satisfactory proof of carriage of the insurance required herein. The ENGINEER shall name the City of Jacksonville Beach (CITY) as an additional insured on the ENGINEER'S, ENGINEER'S sub-consultants or ENGINEER'S subcontractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance policies. The additional insured shall be provided the same coverage as the primary insured. The proof of carriage and a copy of all policies shall be required prior to commencement of any work on this project.

Insurance Requirements:

Basic Coverages Required: The ENGINEER shall procure and maintain the following described insurance, except for coverage specifically waived by the CITY, on policies and with insurers acceptable to the CITY.

These insurance requirements shall not limit the liability of the ENGINEER. The CITY does not represent these types of amount of insurance to be sufficient or adequate to protect the ENGINEER'S interests or liabilities but are merely minimums.

Except for workers compensation and professional liability, the ENGINEER'S insurance policies shall be endorsed to name the CITY as an additional insured. In no case, however, shall coverage for the CITY as additional insured be any less than that for the ENGINEER to the extent of the CITY'S interest arising from this Agreement.

Workers Compensation Coverage is required for ENGINEER and all subconsultants.
The ENGINEER and all subconsultants shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The ENGINEER shall also purchase any other coverages required by law for the benefit of employees.

General Liability Coverage is required for ENGINEER and all subconsultants.

Commercial General Liability-Occurrence Form Required

If Commercial General Liability coverage is provided.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Consultants, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and **is required**.

Coverage C, medical payments, is **not** required.

Amounts: Bodily Injury: \$1,000,000 Each Occurrence
 \$1,000,000 Aggregate

Property Damage: \$1,000,000 Each Occurrence
 \$1,000,000 Aggregate

Products and Completed Operations coverage **is required for ENGINEER and all subconsultants**.

Amount: \$1,000,000 Aggregate

Business Auto Liability Coverage **is required for ENGINEER and all subconsultants**.

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts: Bodily Injury \$1,000,000 Each Occurrence
 \$1,000,000 Aggregate

Property Damage \$1,000,000 Each Occurrence
 \$1,000,000 Aggregate

Professional Liability is required for ENGINEER and all subconsultants.

Pollution Liability is not required of ENGINEER and all subconsultants.

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability \$1,000,000 Each Occurrence
 \$1,000,000 Aggregate

Claims Made Coverage – No Gap

If any of the required professional liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the

Agreement. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this Agreement.

Certificates of Insurance of ENGINEER and all Subconsultants

Required insurance shall be documented in Certificates of Insurance, which provide that the CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the ENGINEER shall furnish complete copies of the ENGINEER'S insurance policies, forms and endorsements.

For Commercial General Liability coverage, the ENGINEER shall at the option of the CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required, does not constitute a waiver of the ENGINEER'S obligation to fulfill the insurance requirements herein.

Any Subconsultants approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the CITY as "additional insured."

Receipt of certificates or other documents of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the ENGINEER'S obligation to fulfill the insurance requirements herein.

6.05 Termination

The obligation to provide further services under this Agreement may be terminated:

A. *For cause,*

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
2. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within

seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

B. *For convenience,*

By CITY effective upon the receipt of notice by ENGINEER. The CITY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

6.06 Controlling Law

This Agreement is to be governed by the law of the state of Florida.

6.07 Successors, Assigns, and Beneficiaries

- A. CITY and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CITY and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CITY and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither CITY nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.08 Dispute Resolution

- A. CITY and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CITY and ENGINEER have agreed on a method and

procedure for resolving disputes between them arising out of or relating to this Agreement, such claims, disputes or other matters in question between the parties to this agreement which cannot be settled by negotiation shall be decided by the appropriate court of law.

6.09 Hazardous Environmental Condition

- A. CITY represents to ENGINEER that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CITY has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is discovered by the ENGINEER , ENGINEER shall have the obligation to notify CITY and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER'S scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CITY: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If ENGINEER'S services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER'S terminating this Agreement for cause, per Article 6.06.

6.10 Public Records

The ENGINEER agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this Agreement:

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT

**THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY
OF JACKSONVILLE BEACH, CITY CLERK’S OFFICE:
TELEPHONE NUMBER: 904-247-6250
EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET
MAILING ADDRESS: 11 NORTH THIRD STREET,
JACKSONVILLE BEACH, FL 32250.**

The ENGINEER shall comply with public records laws of Florida, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency 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 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 ENGINEER does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the ENGINEER or keep and maintain public records required by the public agency to perform the service. If the ENGINEER transfers all public records to the public agency upon completion of the contract, the ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ENGINEER keeps and maintains public records upon completion of the contract, the ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

6.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service, or by email. All notices shall be effective upon the date of receipt.

6.12 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.13 Severability

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.14 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.15 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Right to Require Performance

The failure of either the CITY or ENGINEER at any time to require performance by the other party of any provisions hereof shall in no way affect the right of the performing party thereafter to enforce the same. Nor shall waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

6.17 Extraordinary Occurrences

It is agreed that in no event shall the ENGINEER be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, natural disaster, or any other cause not within reasonable control of the ENGINEER . The ENGINEER recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences.

6.18 Engineer as Independent Engineer

It is expressly agreed and understood that the ENGINEER is in all respects, an independent ENGINEER as to the WORK and is in no respect an agent, servant, or employee of the CITY. This Agreement specifies the WORK to be done by the ENGINEER, but the method to be employed to accomplish the WORK shall be the responsibility of the ENGINEER.

6.19 Subcontracting

ENGINEER may subcontract services to be performed hereunder with prior approval of the CITY. No such approval will be construed as making the CITY a party of or to such subcontract or subjecting the CITY to liability of any kind to any subcontract. No subcontract shall, under any circumstances, relieve the ENGINEER of its liability and obligation under this Agreement; and despite any such subcontracting, the CITY shall deal through the ENGINEER, and subcontractors will be dealt with as workers and representatives of the ENGINEER.

6.20 Nonexclusive Agreement

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the ENGINEER. This Agreement shall not restrict the CITY from acquiring similar, equal or like goods and/or services from other entities or sources.

6.21 Safety Requirements for ENGINEERS Providing Services to the CITY

- A. The ENGINEER shall comply with all federal and state Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The ENGINEER shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety.
- B. The CITY'S safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the ENGINEER to the CITY. The ENGINEER shall remain solely and exclusively responsible for the safety of its employees at the project site. ENGINEER shall perform its services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Agreement. The CITY reserves the right to require demonstration of compliance with the safety provisions of this Agreement. The parties agree that such failure is deemed to be a material breach of this Agreement; and the ENGINEER agrees that upon such breach, all work pursuant to the Agreement shall terminate until demonstration to the CITY that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this Agreement nor shall it be construed to create liability for

the CITY for any act or failure to act in respect to the safety provisions of this Agreement.

6.22 Force Majeure

- A. The CITY and the ENGINEER are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:
- B. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- C. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- D. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- E. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two months, provided that in extenuating circumstances, the CITY may excuse performance for a longer term. Economic hardship of the ENGINEER shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meaning indicated, which are applicable to both the singular and plural thereof:

- A. *Change Order* - A document submitted by ENGINEER, which is signed by ENGINEER and CITY to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the ENGINEER Agreement.
- B. *Contract Price* - The moneys payable by CITY to ENGINEER for completion of the Services in accordance with the ENGINEER Agreement.

- C. *Shop Drawings* - All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.
- D. *Specifications* - That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
- E. *Supplementary Conditions* - That part of the Contract Documents, which amends or supplements the General Conditions.
- F. *Work* - The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.
- G. *Work Change Directive* - A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by CITY upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties *expect* that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit "A", "REQUEST FOR QUALIFICATIONS (RFQ #: 08-1920) Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas" consisting of 49 pages with Addenda 1 and 2. Also includes the ENGINEER'S proposal submitted as response to CITY'S RFQ #: 08-1920 consisting of 59 pages.
- B. Exhibit "B", "Phase 3C Infrastructure Improvements Fee Proposal for Design Services," consisting of 34 pages.
- C. Exhibit "C", "Phase 3D Infrastructure Improvements Fee Proposal for Design Services," consisting of 32 pages.

- D. Exhibit “D”, "Contract Fee Rate Schedule," submitted by ENGINEER, consisting of 2 pages.
- E. Exhibit “E”, "RESIDENT PROJECT REPRESENTATIVE AGREEMENT," consisting of 4 pages.
- F. Exhibit “F”, "CITY’s Responsibilities," consisting of 1 page.

8.02 Total Agreement

This Agreement (consisting of pages 1 to 20 inclusive, together with the Exhibits identified above) constitutes the entire agreement between CITY and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

CITY:

By: _____
Christine H. Hoffman
Title: Mayor

Date Signed: _____

By: _____
Michael J. Staffopoulos
Title: City Manager

Date Signed: _____

By: _____
Laurie Scott
Title: City Clerk

Date Signed: _____

Approved as to Form and Legal Sufficiency

Chris Ambrosio, City Attorney

Address for Giving Notices:

City of Jacksonville Beach
Department of Public Works
1460-A Shetter Avenue
Jacksonville Beach, Florida 32250

Designated Representative:
(paragraph 6.02.A):

Dennis W. Barron, Jr.
Title: Director of Public Works
Phone Number: 904-247-6219
Facsimile Number: 904-247-6117

ENGINEER :

By: _____
Kevin Leadbetter, PE
Title: Senior Vice President

Date Signed: _____

Witness: _____
Shawn Bradley
Title: Senior Administrative Coordinator

Date Signed: _____

Witness: _____
Amy Thompson-King
Title: Project Controls Manager

Date Signed: _____

Address for Giving Notices:

GAI Consultants, Inc.
1301 Riverplace Boulevard, Suite 900
Jacksonville, Florida 32207

Designated Representative:
(Paragraph 6.02.A):

Matthew Bolyard, PE
Title: Project Manager
Phone Number: 904-559-8086
Facsimile Number: 904-363-1115
Cell Number: 904-652-5533



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	April 5, 2021
SUBJECT:	RFQ 08-1920
	Award Portions of for Infrastructure Improvements – Downtown Southend Redevelopment Areas and Adjacent Areas

BACKGROUND

The City is embarking on its next phase of infrastructure improvements in the Downtown and the Southend Community Redevelopment Areas (CRAs)(see attached map). The City intends to improve the water, sewer, stormwater, parking, street, and other infrastructure.

The City advertised a Request for Qualifications (RFQ) to procure the services of one or more engineering consultants that will span the length of the remaining improvements program. Award of this proposal provides the City with consulting engineering firms to manage the development and execution of the remaining projects associated with Downtown and Southend Redevelopment infrastructure improvements program.

Invitations were sent to 14 utility roadway and engineering consulting firms. The City received five proposals to its RFQ. These proposals were reviewed and ranked by a City Review Committee consisting of Marty Martirone, P.E., City Engineer, Kayle Moore, P.E., Public Works Project Engineer, and Bill Mann, Planning and Development Director. The top three firms participated in a presentation process.

The Committee ranked the responding firms as follows:

RFQ 08-1920 Review Committee Ranking Results			
Firm	Proposal Score	Presentation Score	Overall Rank
GAI Consultants, Inc.	97.33	98.33	1
Jones Edmunds & Associates, Inc.	93.67	96.33	2
England-Thims & Miller, Inc.	94.00	89.33	3
WGI, Inc.	82.33	N/A	4
Halff Associates, Inc.	81.67	N/A	5



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After reviewing the proposals and attending the presentations, the Committee recommended that the City further negotiate discrete portions of the scope as described in the RFQ with the top two ranked firms. Staff and the Committee recommend that Jones Edmunds & Associates, Inc., be awarded a contract for professional engineering services for Project Areas #1 (Phase IIIC-Project 3) and #5 (Southend Redevelopment Area) of RFQ No. 08-1920 Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas. The scope of services for this contract focuses primarily on evaluation and design of improvements to the Central and South stormwater basins, pumping facilities, and outfall channels as detailed in the attached Proposal.

FINANCIAL IMPACT

The total cost for the Preliminary Study phase of this project is \$437,578, which includes a 10% contingency. CRA funding for this project was appropriated by the Board at its meeting on March 22, 2021.

Evaluation and design of improvements to the Central and South stormwater basins, pumping facilities, and outfall channels				
<i>Project:</i> <i>Funding Source:</i>	Central Basin ⁽¹⁾ (DT Phase 3C, Project 3)	Southend Basin ⁽²⁾ (SB Phase 5)	Funding Account	Amount
DT CRA	\$211,547		181-16-1601-538-63-563003	\$211,547*
SE CRA		\$118,216	182-16-1602-515-63-563000	\$118,216**
City Portion	\$44,160	\$63,655	317-07-0710-535-63-563000	\$107,815*
Grand Total	\$255,707	\$181,871		\$437,578
<i>(1) Project 3 will be 17.27% City Funded and 82.73% CRA funded</i>				
<i>(2) Southend basin drainage area apportionment is 35% City and 65% CRA</i>				

* Represents funding needed in addition to what is currently appropriated. Funding is available within the identified fund reserves and the budget will be amended as part of the year-end budget modification.

** These funds were appropriated as part of the FY2021 Original budget.

REQUESTED ACTION

- Award/Reject RFQ 08-1920 Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas, Project Areas #1 (Phase IIIC-Project 3) and #5 (Southend Redevelopment Area) to Jones Edmunds & Associates, Inc., and authorize the Mayor and City Manager to execute the contract.



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ATTACHMENTS

- CRA Project Areas Map
- Notice of Intent to Negotiate Satisfactory Contract
- Agreement between City of Jacksonville Beach and Jones Edmunds & Assoc., Inc.
- The Contract Exhibits including RFQ 08-1920, Jones Edmunds Proposal, and Fee Proposals are available for viewing under April 5, 2021 Agenda Supplements at <http://www.jacksonvillebeach.org/ccagendasupplements>.



CITY OF JACKSONVILLE BEACH
DEPARTMENT OF PUBLIC WORKS
1460-A Shetter Avenue
Jacksonville Beach, FL 32250
904.247.6219 / publicworks@jaxbchfl.net



CRA Project Areas Central & South Basin



The data provided on this map are provided for informational and planning purposes only. The City is not responsible for misuse of the data.

0 0.125 0.25 0.5 Miles

This is the only recommendation notice you will receive. If there are other representatives in your firm working on this project, please forward to their attention.

NOTICE OF INTENT TO NEGOTIATE SATISFACTORY CONTRACT

Date: October 1, 2020

From: Luis F. Flores, Property and Procurement Officer

RE: **RFQ No. 08-1920 Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas**

Recommendation will be presented to the City Manager for:

RFQ Number: 08-1920

Title: Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas

Negotiate with: **GAI Consultants, Inc. for project areas #2 (Phase IIIC-Project 4), #3 (Phase IIIC-Project 5) and #4 (Phase IIID-Project 6) and Jones Edmunds & Associates, Inc. for project areas #1(Phase IIIC-Project 3) and #5 (Southend Redevelopment Area).**

Attached is the Final Selection Committee Collective Summary.

In accordance with the procedures set forth in Section XII K., of the City of Jacksonville Beach Purchasing Manual, a written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) business days, Monday through Friday, 8:00 AM – 4:00 PM, after receipt by the respondent of the Notice of Intent to Negotiate Satisfactory Contract from the Property and Procurement Officer.

The City reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

If awarded, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

We would like to thank each respondent for their submittal.

Luis F. Flores

Luis F. Flores, Property and Procurement Officer
1460A Shetter Avenue, Jacksonville Beach, FL 32250

City of

Jacksonville Beach

Property and

Procurement Division

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6229

Email: purchasing@jaxbchfl.net

www.jacksonvillebeach.org



Invitations were sent to fourteen (14) utility and roadway engineering consulting firms and five (5) responses were received.

An evaluation team consisting of city staff appraised each response. The top three firms were selected for public informal interviews on 9/24/20. Following is the combined scoring tabulation for the September 15, 2020 evaluation committee meeting.

Selection Committee Meeting - 9/15/20										
VENDOR	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	SCORE	RANK
England-Thims & Miller, Inc.	15	19.33333	9.666667	19	5	18	4.666667	3.333333	94	2
GAI Consultants, Inc.	14.66667	19.66667	9.666667	18.66667	5	19.66667	5	5	97.33333	1
Halff Associates, Inc.	12	16.66667	8	18	5	16	4.666667	1.333333	81.66667	5
Jones Edmunds & Associates, Inc.	14	18.33333	9.333333	19.66667	5	18	4.666667	4.666667	93.66667	3
WGI, Inc.	12	17.66667	8.666667	18.33333	4	16	4.666667	1	82.33333	4

The top three respondents were ranked after public informal interviews. Following is the combined scoring tabulation for the October 1, 2020 evaluation committee meeting.

Final Selection Committee Meeting - 10/1/20										
VENDOR	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	SCORE	RANK
England-Thims & Miller, Inc.	13.33333	18.33333	9.333333	19.33333	5	17.33333	4.666667	2	89.33333	3
GAI Consultants, Inc.	14.66667	19.66667	10	19.33333	5	20	5	4.666667	98.33333	1
Jones Edmunds & Associates, Inc.	13.66667	19.33333	9.666667	19.66667	5	19	5	5	96.33333	2

Evaluation Criteria:

1. Past Record of Professional Performance / Accomplishments – 15 points
2. Ability to design an Approach and Work Plan to Meet the Project Requirements – 20 points
3. Project Team – 10 points
4. Construction Management – 20 points
5. Proximity – 5 points
6. Ability to Meet Time and Budget Requirements – 20 points
7. Recent, Current, and Projected Workload of the Firm – 5 points
8. Volume of Work Previously Awarded to the Firm by the City of Jacksonville Beach – 5 points

THIS IS AN AGREEMENT effective as of **April 1, 2021** (“Effective Date”)

between

CITY OF JACKSONVILLE BEACH, FLORIDA
 (“CITY”)

and

JONES EDMUNDS & ASSOCIATES, INC.
 (“ENGINEER”).

Pursuant to RFQ 08-1920, Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas (attached hereto as “**Exhibit A**”), ENGINEER has been selected by the CITY to provide service requirements for the following Scope of Services:

- A. The ENGINEER will provide the necessary engineering services for the Central Basin and South Basin portion of the Infrastructure Improvements, Downtown/Southend Redevelopment Areas and Adjacent Areas located in the City of Jacksonville Beach Florida. The Central Basin portion of the project is bounded on the north 12th Avenue South, the East by 4th Street South, the South by 13th Avenue South, and on the west by 10th Street South, and the downstream channel from 10th Street South west to the Intracoastal marsh, and the South Basin portion includes the Southend Community Redevelopment Area, as indicated on Exhibits “A” and “B” of the RFQ.
- B. The ENGINEER’s primary scope is to assist the City in developing and managing this program over its duration, through its phases, which may overlap.
- C. The proposed services are divided into three phases. Work by the ENGINEER on a subsequent phase will be decided/authorized by the CITY following the successful completion, review, and acceptance of the deliverable products for the current phase. The engineering study/design services shall provide new stormwater basin, control structure and pumping facility improvements, downstream channel improvements and other infrastructure and roadway improvements to include modifications to allow for improved aesthetics and innovative cost-effective design concepts. Preliminary Study Phase Services include Infrastructure Condition Assessment, Stormwater Modelling, Alternatives Evaluation, Preliminary Design, Public Meetings, Survey, Geotechnical Investigations, and other work as indicated in the Scope of Services (attached hereto as “**Exhibit B**”).
- D. The ENGINEER will develop and assist the CITY in implementing a public awareness program to advise those citizens and businesses that will be affected by the proposed stormwater, downstream channel improvements and other infrastructure and roadway improvements project(s). The program will include the preparation of exhibits and presentations to the public, the Community Redevelopment Agency (CRA) Board and the City Council.

- E. The CITY, upon mutual agreement with the ENGINEER can extend the scope of services within this contract agreement to include the Downtown Redevelopment Area Project Areas as indicated on Exhibit “A” of the RFQ, and/or adjacent areas to the redevelopment areas for prudent infrastructure transition.
- F. The CITY reserves the right, at its sole discretion, to assign to other engineering consultants, design services within the redevelopment area and adjacent area boundaries.
- G. If elected by the CITY, the ENGINEER may provide Construction Administration Services during the construction phase(s). Such services may include resident inspection, shop drawing reviews, field surveys, as-built drawings, warranty inspections, public outreach or other services needed during and after construction. Services for this part shall require a separate fee negotiation.

CITY and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. The CITY will authorize ENGINEER to perform the Scope of Services on a phase-by-phase basis. ENGINEER shall provide the Services set forth herein. The following procedures will be utilized during the project negotiations and assignment to the ENGINEER.
 - i. The CITY staff will request that ENGINEER prepare a Scope of Services for the selected phase. The Scope of Services will be discussed with the CITY's and ENGINEER's staff to review and/or clarify what the project involves.
 - ii. The ENGINEER will submit a detailed Scope of Services and Fee Proposal back to the CITY staff for review. Fee Proposal will be per the established hourly rates referenced within **Exhibit C**.
 - iii. The CITY staff will review the submitted documents from the ENGINEER and determine if they are fair and reasonable, or if further negotiations are required.
 - iv. After final design fee agreement between the CITY staff and the ENGINEER have been agreed upon, the CITY staff will make a recommendation for the project approval to the appropriate authority level under the provisions of the City Purchasing Manual.
 - v. After approval by the appropriate authority level, a purchase order and Notice to Proceed will be issued.
- B. If authorized by CITY, the ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in **Exhibit B**.

ARTICLE 2 - CITY'S RESPONSIBILITY

2.01 General

CITY shall have the responsibilities set forth herein including the following:

- A. Furnishing to the ENGINEER at no cost:
 - i. All available pertinent information including previous reports.
 - ii. All permit application and governmental inspection fees.
 - iii. Any other data relative to performance of the services for each project.

It is agreed that the accuracy and veracity of said information and data may be relied upon by the ENGINEER without independent verification of the same.

B. CITY'S Representatives:

- i. Project Officer: Director of Public Works
- ii. Project Contact: Project Engineer, Public Works Department
Kayle Moore, PE, Project Engineer, Public Works
Department, 1460A Shetter Avenue, Jacksonville
Beach, Florida 32250; Telephone (904)853-1929
- iii. Project Finance and
CRA Liaison: CRA Administrator

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement will be assigned after negotiations have been completed between the CITY and ENGINEER, and the project funding has been approved, under the provisions of the City Purchasing Manual. ENGINEER'S obligation to render services hereunder will be for a period determined during negotiations which may be reasonably required for the completion of said services.
- B. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Terms of Agreement

This Agreement shall be effective from April 1, 2021 and will continue in effect until the authorized services have been completed by the ENGINEER.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. CITY shall pay ENGINEER for services performed or furnished under **Exhibit B**, as set forth in the billing rates provided by the ENGINEER in **Exhibit C**. Each assignment shall designate whether the assignment shall be billed as Time and Materials or Lump Sum.
- B. *For Additional Services.* CITY shall pay ENGINEER for Additional Services performed or furnished after being approved by the CITY in writing in advance.

- C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, CITY shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in **Exhibit C**.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CITY by ENGINEER, unless otherwise agreed. All invoices shall reflect hours worked by task as reflected on the individual man-hour breakdown spreadsheet for both design and/or construction phase services that was provided by the ENGINEER and agreed to by the CITY staff at the time of the assignment. The agreed upon fee shall be a not-to-exceed amount. The amount billed in each invoice will be calculated as set forth in **Exhibit C**.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CITY fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, ENGINEER may, after giving seven days written notice to CITY, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.* In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CITY and will be paid in accordance with **Exhibit C** for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CITY's timely request, copies of such records will be made available to CITY at cost.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials,

equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CITY's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CITY shall comply with applicable Laws or Regulations and CITY-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CITY's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CITY shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CITY to ENGINEER pursuant to this agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CITY shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any

other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CITY without consultation and advice of ENGINEER.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CITY shall designate specific individuals to act as ENGINEER's and CITY's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.
- B. Prior to the CITY assigning any design and/or construction administration services, the CITY reserves the right to select the appropriate representative from the ENGINEER's firm to be the designated representative during the design and/or construction phase of the services. Failure on the part of the ENGINEER firm to agree with the request for the appropriate personnel will be considered as not complying with the terms of this Agreement and could be considered grounds for not being assigned any future design and/or construction administration services.

6.03 Ownership and Use of Documents

All drawings, specifications and copies thereof are and shall remain the property of ENGINEER until final payment by the CITY at which time they become property of the CITY. CITY shall hold ENGINEER harmless from any future use of the drawings and specifications.

6.04 Insurance

General Provisions:

Hold Harmless: The CITY shall be held harmless and indemnified by the ENGINEER, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent that such loss is caused by the negligence, recklessness, or intentional wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of the contract.

Pursuant to Florida Statute 558.0035 an individual employee or agent of ENGINEER may not be held individually liable for negligence.

The CITY may order work to be stopped if conditions exist that present immediate danger

to persons or property. The ENGINEER acknowledges that such stoppage will not shift responsibility for any damages from the ENGINEER to the CITY.

Proof of Carriage of Insurance & Naming CITY as Additional Insured:

ENGINEER shall furnish the CITY with satisfactory proof of carriage of the insurance required herein. The ENGINEER shall name the City of Jacksonville Beach (CITY) as an additional insured on the ENGINEER's, ENGINEER's sub-consultants or ENGINEER's subcontractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance policies. The additional insured shall be provided the same coverage as the primary insured. The proof of carriage and a copy of all policies shall be required prior to commencement of any work on this project.

Insurance Requirements:

Basic Coverages Required: The ENGINEER shall procure and maintain the following described insurance, except for coverage specifically waived by the CITY, on policies and with insurers acceptable to the CITY.

These insurance requirements shall not limit the liability of the ENGINEER. The CITY does not represent these types of amount of insurance to be sufficient or adequate to protect the ENGINEER's interests or liabilities but are merely minimums.

Except for workers compensation and professional liability, the ENGINEER's insurance policies shall be endorsed to name the CITY as an additional insured. In no case, however, shall coverage for the CITY as additional insured be any less than that for the ENGINEER to the extent of the CITY's interest arising from this Agreement.

Workers Compensation Coverage is required for ENGINEER and all subconsultants.
The ENGINEER and all subconsultants shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The ENGINEER shall also purchase any other coverages required by law for the benefit of employees.

General Liability Coverage is required for ENGINEER and all subconsultants.

Commercial General Liability-Occurrence Form Required

If Commercial General Liability coverage is provided.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Consultants, products and complete operations

and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and **is required**.

Coverage C, medical payments, is **not** required.

Amounts:	Bodily Injury:	<u>\$1,000,000</u> Each Occurrence
		<u>\$1,000,000</u> Aggregate

	Property Damage:	<u>\$1,000,000</u> Each Occurrence
		<u>\$1,000,000</u> Aggregate

Products and Completed Operations coverage **is required for ENGINEER and all subconsultants**.

Amount:	\$1,000,000	Aggregate
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Business Auto Liability Coverage **is required for ENGINEER and all subconsultants**.

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts:	Bodily Injury	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

	Property Damage	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Professional Liability **is required for ENGINEER and all subconsultants**.

Pollution Liability is **not** required of ENGINEER and all subconsultants.

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Claims Made Coverage – No Gap

If any of the required professional liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the Agreement. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this Agreement.

Certificates of Insurance of ENGINEER and all Subconsultants

Required insurance shall be documented in Certificates of Insurance, which provide that the CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the ENGINEER shall furnish complete copies of the ENGINEER’s insurance policies, forms and endorsements.

For Commercial General Liability coverage, the ENGINEER shall at the option of the CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required, does not constitute a waiver of the ENGINEER’S obligation to fulfill the insurance requirements herein.

Any Subconsultants approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the CITY as “additional insured.”

Receipt of certificates or other documents of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the ENGINEER’S obligation to fulfill the insurance requirements herein.

6.05 Termination

The obligation to provide further services under this Agreement may be terminated:

A. *For cause,*

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

2. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

B. *For convenience,*

By CITY effective upon the receipt of notice by ENGINEER. The CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

6.06 Controlling Law

This Agreement is to be governed by the law of the state of Florida.

6.07 Successors, Assigns, and Beneficiaries

- A. CITY and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CITY and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CITY and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither CITY nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.08 Dispute Resolution

- A. CITY and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

- B. If and to the extent that CITY and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such claims, disputes or other matters in question between the parties to this agreement which cannot be settled by negotiation shall be decided by the appropriate court of law.

6.09 Hazardous Environmental Condition

- A. CITY represents to ENGINEER that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CITY has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is discovered by the ENGINEER, ENGINEER shall have the obligation to notify CITY and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CITY: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause, per Article 6.06.

6.10 Public Records

The ENGINEER agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this Agreement:

**IF THE ENGINEER HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES,
TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC**

**RECORDS RELATING TO THIS AGREEMENT, CONTACT
THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY
OF JACKSONVILLE BEACH, CITY CLERK’S OFFICE:
TELEPHONE NUMBER: 904-247-6250
EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET
MAILING ADDRESS: 11 NORTH THIRD STREET,
JACKSONVILLE BEACH, FL 32250.**

The ENGINEER shall comply with public records laws of Florida, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency 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 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 ENGINEER does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the ENGINEER or keep and maintain public records required by the public agency to perform the service. If the ENGINEER transfers all public records to the public agency upon completion of the contract, the ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ENGINEER keeps and maintains public records upon completion of the contract, the ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

6.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service, or by email. All notices shall be effective upon the date of receipt.

6.12 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.13 Severability

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.14 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.15 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Right to Require Performance

The failure of either the CITY or ENGINEER at any time to require performance by the other party of any provisions hereof shall in no way affect the right of the performing party thereafter to enforce the same. Nor shall waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

6.17 Extraordinary Occurrences

It is agreed that in no event shall the ENGINEER be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, natural disaster, or any other cause not within reasonable control of the ENGINEER. The ENGINEER recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences.

6.18 Engineer as Independent Engineer

It is expressly agreed and understood that the ENGINEER is in all respects, an independent ENGINEER as to the WORK and is in no respect an agent, servant, or employee of the CITY. This Agreement specifies the WORK to be done by the ENGINEER, but the method to be employed to accomplish the WORK shall be the responsibility of the ENGINEER.

6.19 Subcontracting

ENGINEER may subcontract services to be performed hereunder with prior approval of the CITY. No such approval will be construed as making the CITY a party of or to such subcontract or subjecting the CITY to liability of any kind to any subcontract. No subcontract shall, under any circumstances, relieve the ENGINEER of its liability and obligation under this Agreement; and despite any such subcontracting, the CITY shall deal through the ENGINEER, and subcontractors will be dealt with as workers and representatives of the ENGINEER.

6.20 Nonexclusive Agreement

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the ENGINEER. This Agreement shall not restrict the CITY from acquiring similar, equal or like goods and/or services from other entities or sources.

6.21 Safety Requirements for ENGINEERS Providing Services to the CITY

- A. The ENGINEER shall comply with all federal and state Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The ENGINEER shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety.
- B. The CITY's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the ENGINEER to the CITY. The ENGINEER shall remain solely and exclusively responsible for the safety of its employees at the project site. ENGINEER shall perform its services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Agreement. The CITY reserves the right to require demonstration of compliance with the safety provisions of this

Agreement. The parties agree that such failure is deemed to be a material breach of this Agreement; and the ENGINEER agrees that upon such breach, all work pursuant to the Agreement shall terminate until demonstration to the CITY that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this Agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this Agreement.

6.22 Force Majeure

- A. The CITY and the ENGINEER are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:
- B. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- C. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- D. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- E. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two months, provided that in extenuating circumstances, the CITY may excuse performance for a longer term. Economic hardship of the ENGINEER shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meaning indicated, which are applicable to both the singular and plural thereof:

- A. *Change Order* - A document submitted by ENGINEER, which is signed by ENGINEER and CITY to authorize an addition, deletion or revision in the Work,

or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the ENGINEER Agreement.

- B. *Contract Price* - The moneys payable by CITY to ENGINEER for completion of the Services in accordance with the ENGINEER Agreement.
- C. *Shop Drawings* - All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.
- D. *Specifications* - That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
- E. *Supplementary Conditions* - That part of the Contract Documents, which amends or supplements the General Conditions.
- F. *Work* - The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.
- G. *Work Change Directive* - A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by CITY upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties *expect* that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit "A", "REQUEST FOR QUALIFICATIONS (RFQ #: 08-1920) Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas" consisting of 55 pages with Addenda 1 and 2. Also includes the ENGINEER'S proposal submitted as response to CITY'S RFQ #: 08-1920.

- B. Exhibit “B”, “Central Basin Drainage Study RFQ No 08-1920 Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas,” consisting of 10 pages.
- C. Exhibit “C”, “Contract Fee Rate Schedule,” submitted by ENGINEER, consisting of 2 pages.
- D. Exhibit “D”, “CITY’s Responsibilities,” consisting of 1 page.
- E. Exhibit “E”, “RESIDENT PROJECT REPRESENTATIVE AGREEMENT,” consisting of 4 pages.

8.02 Total Agreement

This Agreement (consisting of pages 1 to 20 inclusive, together with the Exhibits identified above) constitutes the entire agreement between CITY and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

CITY:

By: _____

Christine H. Hoffman

Title: _____
Mayor

Date Signed: _____

By: _____

Michael J. Staffopoulos

Title: _____
City Manager

Date Signed: _____

By: _____

Laurie Scott

Title: _____
City Clerk

Date Signed: _____

Approved as to Form and Legal Sufficiency

Chris Ambrosio, City Attorney

Address for Giving Notices:

City of Jacksonville Beach
Department of Public Works
1460-A Shetter Avenue
Jacksonville Beach, Florida 32250

Designated Representative:
(paragraph 6.02.A):

Dennis W. Barron, Jr.
Title: Director of Public Works
Phone Number: 904-247-6219
Facsimile Number: 904-247-6117

ENGINEER:

By: _____

Stanley F. Ferreira, Jr., PE

Title: _____
President & CEO

Date Signed: _____

Witness: _____

JoAnne Talamo

Title: _____
Executive Assistant

Date Signed: _____

Witness: _____

Linda Lyles

Title: _____
Contracts Specialist

Date Signed: _____

Address for Giving Notices:

Jones Edmunds & Associates, Inc.
8657 Baypine Road, Suite 300
Jacksonville, FL 32256

Designated Representative:
(Paragraph 6.02.A):

Brian Icerman, PE
Title: Managing Director / Vice President
Phone Number: 352-377-5821 ext. 1362
Facsimile Number: 904-377-3166



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	March 22, 2021
SUBJECT:	Resolution No. 2076-2021 Mid-Year Budget Adjustment

BACKGROUND

Each year the City adopts budget amendments to adjust the budget for expenditures that have become necessary since the original budget was adopted. These adjustments provide spending authority for projects authorized by the City Council during the year which were not included in the original budget, projects that may have been budgeted in a previous year, but due to the timing of a contract award, were not begun or encumbered before the previous year's end, and emergency expenditures.

The attached budget resolution reflects proposed adjustments to be made which represent changes in departmental or fund budgets. Detailed explanations are also provided as a part of these adjustments.

The budget adjustments were previously approved by the City Council, Community Redevelopment Agency or Pension Boards, or discussed with the City Council at budget workshops with the following exceptions:

Funding	Amount	Description
General Fund	\$500,000	Additional funding for city-wide parks maintenance and improvements
General Fund	\$2,015	To adjust the budget for the purchase of a display case at the Carver Center. Funds will be provided from donations received in prior years reserved for the Carver Center.

FINANCIAL IMPACT

Monies are available to fund all requested expenditures.

REQUESTED ACTION

- Adopt/Deny Resolution No. 2076-2021 authorizing the mid-year budget adjustment.

ATTACHMENTS

- Resolution No. 2076-2021

Introduced by: Council Member Cory Nichols
Adopted: April 5, 2021

RESOLUTION NO. 2076-2021

**A RESOLUTION AMENDING THE OPERATING BUDGET OF THE CITY
OF JACKSONVILLE BEACH, FLORIDA FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021.**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:

SECTION 1: The following items of appropriations for the functions, agencies and departments of the City government for the fiscal year beginning October 1, 2020 and ending September 30, 2021 be amended as follows:

General Fund – 001

General Fund Revenues:

- | | | | | |
|---------------------------------|----|----|--------|----------------------------|
| Short-term Vacation Rental fees | a. | \$ | 3,300 | 001-00-0000-329-00-329010- |
| Police Other Misc. Revenue | b. | \$ | 22,131 | 001-00-0000-369-00-369950- |
| Insurance reimbursements | c. | \$ | 18,670 | 001-00-0000-364-00-364003- |
- a. To adjust the budget for fees collected from Short-Term Vacation Rentals. RES 2033-2019 & ORD 2019-8118 approved at 9-16-2019 City Council meeting.
- b. To adjust the budget for revenue collected from Atlantic Beach for mutual aid Police services provided from October through December 2020.
- c. To adjust the budget for insurance proceeds that will be used to offset the cost of the vehicle repairs or replacement.

General Fund Expenditures:

Parks & Recreation

- | | | | | |
|----------------------|----|----|-------|----------------------------|
| Operating - supplies | a. | \$ | 2,015 | 001-06-0609-572-52-552000- |
|----------------------|----|----|-------|----------------------------|
- a. To adjust the budget for the purchase of a display case at the Carver Center. Funds will be provided from donations received in prior years reserved for the Carver Center.

Planning & Development

- | | | | | |
|-----------------------------|----|----|--------|----------------------------|
| Personal services - various | a. | \$ | 4,540 | 001-04-0401-515-31-531000- |
| Personal services - various | b. | \$ | 52,463 | Various |
- a. To adjust budget for the host compliance software used for Short-Term Vacation Rentals. Original software vendor was bought out by a new company which increased the annual price.
- b. To adjust the budget for the leave payout for retired Planning Director / CRA Administrator.

Police

Personal services - overtime	a.	\$	22,131	001-09-0904-521-14-514000-
Operating - vehicle repairs and maintenance	b.	\$	18,670	001-09-0904-521-46-546003-

- a. To adjust the budget for revenue collected from Atlantic Beach for mutual aid Police services provided from October through December 2020.
- b. To adjust the budget for insurance proceeds that will be used to offset the cost of the vehicle repairs or replacement.

Non-departmental

Operating - other contractual services	a.	\$	7,104	001-00-0000-519-34-534000-
Transfer to General Capital Projects Fund	b.	\$	500,000	001-00-0000-581-81-581315-

- a. To adjust the budget for City website design and development contract with CivicPlus. Item approved at 2/16/2021 City Council meeting.
- b. To transfer funds from reserves to the general capital projects fund for additional funding for city-wide parks maintenance and improvements.

Infrastructure Surtax Fund - 151**Expenses:**

Operating - repair and maintenance	a.	\$	631,263	151-00-0000-541-46-546000-
Capital Outlay - improvements	b.	\$	54,912	151-00-0000-541-63-563000-

- a. To adjust the budget for asphaltic concrete milling, paving and overlaying of roadways. Item approved at 10/5/2020 City Council meeting.
- b. To adjust the budget for design of Penman Rd. septic tank phase-out improvements. Item approved at 12/7/2020 City Council meeting.

Radio Communication Fund - 162**Expenses:**

Operating - equipment repairs and maintenance	a.	\$	96,104	162-08-0800-525-46-546002-
---	----	----	--------	----------------------------

- a. To adjust the budget for the radio system upgrade agreement II. Item approved at 12/7/2020 City Council meeting.

Downtown Redevelopment - 181**Expenses:**

Personal services	a.	\$	10,842	181-16-1601-515-17-517000-
Capital outlay - improvements	b.	\$	30,800	181-16-1601-515-63-563000-

- a. To adjust the budget for the leave payout for retired Planning Director / CRA Administrator.
- b. To adjust the budget for final design and bid services of the Downton site furnishing and bike parking.

Southend Redevelopment Fund - 182

Expenses:

Personal services a. \$ 6,645 182-16-1602-515-17-517000-

- a. To adjust the budget for the leave payout for retired Planning Director / CRA Administrator.

Electric Fund - 410

Expenses:

Capital outlay - improvements a. \$ 34,200 410-12-1212-531-34-534000-

- a. To adjust the budget for the extended support and maintenance agreement with Telvent USA. Item approved at 11/16/21 City Council meeting.

Water & Sewer Fund - 420

Revenues:

Insurance reimbursement a. \$ 6,247 420-00-0000-364-00-364003-

- a. To adjust the budget for insurance proceeds that will be used to offset the cost of the vehicle repairs or replacement.

Expenses:

Operating - vehicle repairs and maintenance a. \$ 6,247 420-07-0706-535-46-546003-

Capital outlay - improvements b. \$ 339,896 420-07-0707-536-63-563000-

Operating - repairs & maintenance c. \$ 147,732 420-07-0707-536-64-564000-

- a. To adjust the budget for insurance proceeds that will be used to offset the cost of the vehicle repairs or replacement.
b. To adjust the budget for the water and sewer improvements project. Item approved at the 1/19/2021 City Council meeting.
c. To adjust the budget for the sewer camera replacement. Item approved at the 2/16/2021 City Council meeting.

Golf Course Fund - 440

Expenses:

Capital outlay - improvements a. \$ 36,008 440-14-1401-572-63-563000-

- a. To adjust the budget for the range tee replacement at the Golf Course. Item approved at the 3/15/2021 City Council meeting.

SECTION 2. The Chief Financial Officer is hereby authorized and directed to perform all acts necessary to carry out and accomplish the budget amendments in conformity with the provisions of Section 1.

SECTION 3. The City Council recognizes that the Budget is a revenue and spending plan which requires adjustment from time to time as circumstances change. The City Council gives authorization to the City Manager to make Budget Amendments in the budget for the fiscal period beginning October 1, 2020 and ending September 30, 2021, at the department level as long as the amendments do not increase or decrease the overall budget for the related department in the General Fund, or at the fund level in a fund other than the General Fund.

SECTION 4. The City Council authorizes the City Manager to use funds from any relevant account to pay for items such as staffing, contract services, rental equipment, communications equipment, emergency repairs, and supplies in response to a named storm or declaration of a state of emergency issued by the Mayor for a severe weather event or other emergency of similar magnitude.

SECTION 5. The City Council further authorizes the City Manager to make budget amendments in the budget for the fiscal period beginning October 1, 2020 and ending September 30, 2021, in furtherance of improvements or works which were approved by the City Council and begun in a previous year, but which were not completed in those years, and any such adjustment shall continue in force until the purpose for which it was made shall have been accomplished or abandoned.

SECTION 6. The City Council further authorizes the City Manager to expend donated monies, so long as the expenditure is consistent with the purpose of the donation.

SECTION 7. In compliance with the Convention Development Tax Act, Florida Statutes, Chapter 212.0305, the City of Jacksonville Beach, being unable to use Convention Development revenue solely for the purposes stated in the section, is hereby authorized to use the revenue to acquire and develop municipal parks, lifeguard stations or athletic fields.

SECTION 8. This Resolution shall take effect upon its passage and publication as required by law.

AUTHENTICATED this ____ day of _____, 2021.

Christine H. Hoffman, Mayor

Laurie Scott, City Clerk

Approved as to form and legal sufficiency:

 3/24/21

Chris Ambrosio, City Attorney



City of Jacksonville Beach • Public Works Dept. • 1460-A Shetter Ave. • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	April 5, 2021
SUBJECT:	Resolution No. 2077-2021
	FDOT Construction & Maintenance Agreement – San Pablo Elementary School, Jacksonville Beach School Zone Improvements

BACKGROUND

The Florida Department of Transportation (FDOT) proposes to bring the current signage and signals around San Pablo Elementary School up to standards at no additional cost to the City of Jacksonville Beach (COJB). The FDOT has developed and published a new Manual on Speed Zoning for Highways, Roads, and Streets in Florida, pursuant to Florida Administrative Code Rule 14-15-012. This manual contains a new chapter 15 covering all specifications, requirements, and standards for school zones and school crossings. As for other public schools in the COJB, the FDOT determined that no other schools fell under the new standards, and if a school zone sign has times listed on the sign, then those signs remain unchanged.

In order for the FDOT to proceed with this project, it is necessary for the COJB and the FDOT to execute two original construction and maintenance agreements. Once the improvements are completed, ownership of the new improvements will be transferred to the COJB, and the COJB will be responsible for maintenance and repair of the improvements.

FINANCIAL IMPACT

Future maintenance and repairs of the improvements.

REQUESTED ACTION

- Adopt/Deny Resolution No. 2077-2021 approving the Construction & Maintenance Agreement for the FDOT project (FIN#444990-1-52-01) as described therein relating to San Pablo Elementary School signage and signals.

ATTACHMENTS

- Resolution No. 2077-2021 with Construction and Maintenance Agreement between the FDOT and the COJB attached thereto and incorporated therein by reference.

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2077-2021

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, APPROVING A CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF JACKSONVILLE BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR SAN PABLO ELEMENTARY SCHOOL ZONE SIGNAGE, SIGNALS, AND PAVEMENT MARKINGS IMPROVEMENTS; PROVIDING FOR ADOPTION OF RECITALS, PUBLIC PURPOSES, DELEGATION OF AUTHORITY AND RESPONSIBILITY, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach ("City"), owns the right-of-way ("ROW") adjacent to 10th Street North, 18th Avenue North, and the south side of Seagate Avenue in the City; and

WHEREAS, as part of a District-wide plan, the State of Florida, Department of Transportation ("FDOT"), proposes to construct updated school speed limit signage with flashing lights, signals, and pavement markings surrounding San Pablo Elementary School (the "Project"); and

WHEREAS, the Project would provide FDOT designed, engineered, installed, and updated improvements; and

WHEREAS, to proceed with and implement the Project, the FDOT requests that the City execute two copies of the Construction and Maintenance Agreement that is attached to and incorporated in this resolution; and

WHEREAS, the City will have no control, ownership, or responsibility for the design, installation, construction, and operation of the Project; but after installation of the improvements are complete, they will be transferred to the City for ownership and maintenance; and

WHEREAS, the City Council finds that this school zone improvement project serves legitimate public purposes and provides for the health, safety, and welfare of the citizens, families, and guests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:

SECTION 1. Recitals Adopted. The above recitals are adopted by the City of Jacksonville Beach City Council, and made a part of this resolution. The City has taken all appropriate and required action necessary to the processing and majority vote approval of this

resolution. Attachment "A" is considered to be a part of and incorporated in this resolution for all purposes.

SECTION 2. Public Purposes. The City Council finds it is in the City's best interests and it serves legitimate public purposes to enter into the Construction and Maintenance Agreement with the FDOT. This Project benefits citizens, families, and guests of the City. It serves the public to rely on the FDOT designed, engineered, and constructed school zone signage, signals, and pavement markings improvement project.

SECTION 3. Delegation of Authority and Responsibilities. The Mayor and City Manager are authorized to execute two copies of the Construction and Maintenance Agreement attached hereto as Attachment "A." The Director of Public Works is authorized to issue a permit to the FDOT in accordance with City Code Chapter 28, Article II, Sec. 28-20. The Engineering and Public Works Departments are authorized to cooperate with the FDOT to facilitate a successful Project implementation. The City Manager is authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the intentions of this resolution, and he may delegate responsibilities and powers to City employees as he deems appropriate and necessary.

SECTION 4. Conflicts. All ordinances and resolutions, or parts thereof, in conflict with this resolution are repealed to the extent of conflict or inconsistency herewith.

SECTION 5. Severability. If any section, sentence, phrase, or portion of this resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 6. Effective Date. This resolution shall become effective immediately upon its passage and adoption.

AUTHENTICATED this ___ day of _____, 2021.

Christine Hoffman, MAYOR

Laurie Scott, CITY CLERK

Approved as to form and legal sufficiency:



Chris Ambrosio, City Attorney

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the City of Jacksonville Beach ("Agency").

-RECITALS-

1. The term "Project" shall refer to Financial Project Number ("FIN") 444990-1-52-01, which shall include the replacement, installation, or construction of various signage, pavement markings, and/or flashing signs (collectively referred to as the "Improvements") within various school zones located within the jurisdictional limits of the Agency ("Agency Property"), as more particularly shown in **Exhibit "A"**; and
2. The Improvements shall be constructed or installed on the Agency Property as more specifically shown in **Exhibit "B"**; and
3. The Department shall fund construction of the Improvements, which is wholly contingent upon appropriation of funds to the Department; and
4. The Department shall construct the Improvements on the Agency Property; and
5. A date for the commencement of construction of the Improvements has not been established; and
6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
7. For purposes of this Agreement, all utilities located on or within the subject school zone(s) have been previously certified and shall be accommodated in accordance with Florida Statute Chapter 556, the *Underground Facility Damage and Safety Act*, as stated in attached **Exhibit "C"**; and
8. Upon completion of construction, the Agency shall own, operate, maintain and repair the Improvements at its sole cost and expense; and
9. By Resolution 2077-2021 dated April 5, 2021, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "D"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Agency Property for the limited purpose of performing this Agreement.

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PROJECT MANAGEMENT

A. The Department shall manage the Project for the design and construction of the Improvements and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvements, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

9. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

10. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall own, operate, maintain, and repair the Improvements at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvements. Should the Agency fail to operate, maintain, and repair the Improvements in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 CFR 1.27 and under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvements. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the

Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

11. FEDERAL NON-PARTICIPATION/FUNDING

A. The parties agree that any Improvements constructed on the Agency Property will be compensable by the Department only if such items are deemed to be federal participating as determined in accordance with the Federal Aid Policy Guide 23, CFR Section 635.120 ("CFR"). Examples of non-participating items may include, without limitation, the following: fishing piers; premium costs due to design or CEI errors/omissions; material or equipment called for in the plans but not used in construction of the Improvements.

B. The example items listed in paragraph A, above, are not intended to be an exhaustive list. A determination of an item as a federal non-participating cost, shall be made in the Department's sole discretion and, without limitation, in accordance with the CFR. Any item or Improvements deemed to be a federal non-participating item shall be funded at the sole expense of the Agency.

a. Should the Department identify a federal non-participating item, the Agency shall provide a deposit for the amount of the federal non-participating item to the Department within fourteen (14) calendar days of the Department's determination and notification of the same to the Agency.

b. The Department shall notify the Agency as soon as it is determined that a non-participating federal item exists; however, failure of the Department to so notify the Agency shall not relieve the Agency of its obligation to pay for the entire amount of all federal non-participating costs accrued during the construction of the Improvements and upon final accounting.

c. In the event the Agency cannot provide the deposit within fourteen (14) calendar days, a letter, prior to expiration of that time, must be submitted to and approved by the Department's contract manager establishing a mutually agreeable date of deposit.

d. The Agency understands the extension of time, if so approved, may delay construction of the Improvements, and additional federal non-participating costs may be incurred due to the delay.

C. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All federal non-participating fund cost records and accounts shall be subject to audit by a representative of the Agency for a period of three (3) years after final close out of the Project. The Agency will be notified of the final federal non-participating costs of the Project. Both parties agree that in the event the final accounting of total federal non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the Agency. If the final accounting is not performed within three hundred and sixty (360) days, the Agency is not relieved of its obligation to pay. In the event the final accounting of total federal non-participating costs is greater than the total deposits to date, the Agency will pay the additional amount within forty (40) calendar days of the date of the invoice from the Department.

D. The payment of funds pursuant to this Agreement provision will be made directly to the Department for deposit.

12. WARRANTIES

After completion of construction of the Improvements and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvements to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

13. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which

it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

14. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

15. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time.

17. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Jacksonville Maintenance Engineer
838 Ellis Road
Jacksonville, Florida 32205

Agency: Jacksonville Beach Public Works Department
Attention: Public Works Director
1460-A Shetter Avenue
Jacksonville Beach, Florida 32250

18. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

19. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

20. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

21. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

22. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

23. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

24. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

25. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

26. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

27. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

28. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such

terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

29. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

30. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

31. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

32. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

33. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

34. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvements is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

35. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.
- B. Upon request from the Department's custodian of public records, provide the Department 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that 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 this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2

386-758-3727

D2prcustodian@ dot.state.fl.us

Florida Department of Transportation

District 2 - Office of General Counsel

1109 South Marion Avenue, MS 2009

Lake City, FL 32025

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SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of fourteen (14) pages.

Florida Department of Transportation

By: _____

Printed Name: Greg Evans

Title: District Two Secretary

Date: _____

Attest:

By: _____

Printed Name: Elizabeth Engle

Title: Office of the District Two Secretary

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

Jacksonville Beach

By: _____

Printed Name: Michael J. Staffopoulos

Title: City Manager

Date: _____

Attest:

By: _____

Printed Name: Laurie Scott

Title: City Clerk

Date: _____

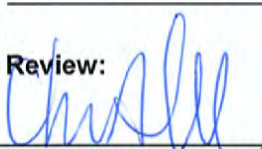
By: _____

Printed Name: Christine H. Hoffman

Title: Mayor

Date: _____

Legal Review:

By:  3/15/21

Legal Counsel for Agency

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EXHIBIT "A"
(PROPERTY DESCRIPTION)

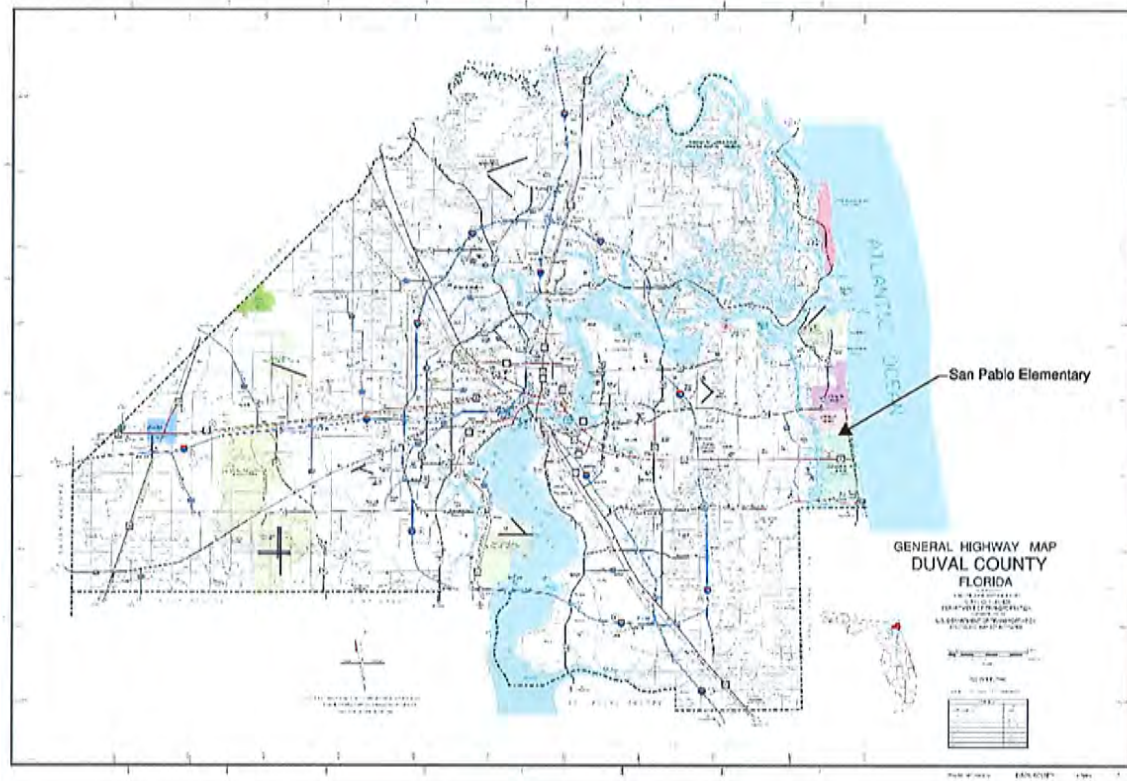
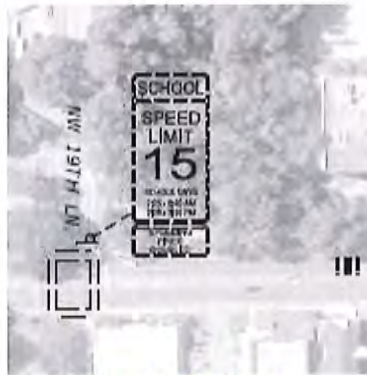
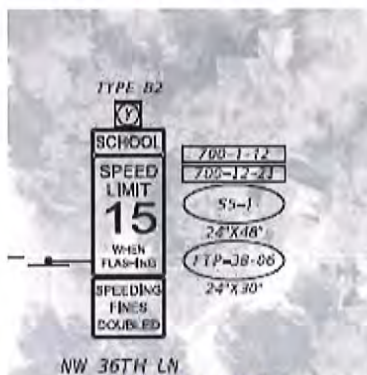


EXHIBIT "B"
(IMPROVEMENTS DESCRIPTION)

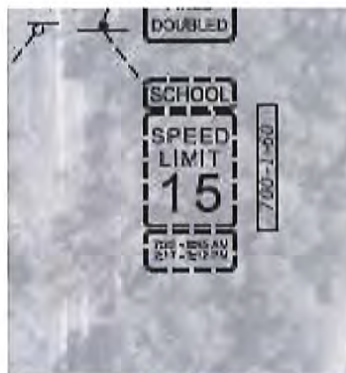
Symbols Legend



Remain / No Change



Furnish & Install



Remove

EXHIBIT "B" (Cont'd)
(IMPROVEMENTS DESCRIPTION)



EXHIBIT "C"
(UTILITY CERTIFICATION LETTER)

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 S. Marion Avenue
Lake City, FL 32025

KEVIN J. THIBAUT
SECRETARY

UTILITY CERTIFICATION LETTER

Date: 9/3/2019 | 2:54 PM EDT

Aaron Kaster, Design Project Manager
Florida Department of Transportation
1109 South Marion Avenue,
Lake City, FL 12345

RE: Financial Project Number (FPID): 444990-1
County: District Wide
State Road:
Federal ID Number: D219-117-B
Description: Districtwide School Zone Improvements

Dear Mr. Kaster:

This is to certify that all utility work for this project has been completed or that all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the construction schedule.

This project consists of 178 School Zone locations with approximately 795 new sign installations, relocations or solar beacon installations. The FDOT contractor will comply with Florida Statutes Chapter 556, Underground Facility Damage and Safety Act at each designated school zone site. All field adjustments to sign placement locations necessary to eliminate utility conflicts will be reviewed and approved by the Department's Engineer prior to sign installations.

Sincerely,

DocuSigned by:
John P. McCarthy
John P. McCarthy
D2 Utilities Administrator

CC Email:

Aaron Kaster	Design Project Manager
Mark Smith	Construction Project Administrator
D2 Work Program	District Work Program
D2 Program Services	District Program Services
Teresa Thrasher	Production Manager
Randall Markham	Schedule Analyst
Noel Dimaano	Scheduler
Sharon Griffiths	Resident Engineer
Jeff Williams	Resident Engineer
Frank Suarez	Resident Engineer
Doug Moseley	Resident Engineer

www.fdot.gov

EXHIBIT "C" (Cont'd)
(UTILITY CERTIFICATION LETTER)

DocuSign Envelope ID: BA43A971-E93E-4A1D-AE21-1964F60916FB

Star Ayers
Posted in PSEE

District Construction Review Specialist

Financial Project Id. No.: 444990-1-52-01
Federal Id. No.: D219-017-B
Project Description: District Wide School Zone Improvements
Off System Department Construct Agency Maintain

ATTACHMENT A

EXHIBIT "D"
(RESOLUTION)



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Chris Ambrosio, City Attorney
DATE:	March 15, 2021
SUBJECT:	Ordinance No. 2020-8155 [Second Reading]
	Chapter 5 "Animal Code"

BACKGROUND

Municipal ordinances regulating the keeping, care, custody, and control of animals within the municipal limits is a valid exercise of the police powers delegated to a municipality. Much of the current City Code of Ordinances Chapter 5, "Animals and Fowl," was adopted in 1955 and is outdated and lacking contemporary animal codes. Portions of the Chapter are inadequate for the Police Department Animal Control Division's present needs to best serve the City. Chapter sections need revision to fully provide the police powers and regulatory authority that the department should have to exercise its functions. Revisions are needed to enable the Animal Control Officers ("Officers") to better perform their duties and tasks, to provide better animal management, improve animal control department operations, strengthen law enforcement, and enhance services to City residents and animals.

To improve Chapter 5, the Officers and City Attorney created Ordinance No. 2020-8155 ("Ordinance"). The Ordinance is a full revision of Chapter 5, "Animal Code." The Ordinance will serve the health, safety, and general welfare of the community, and improve protection and control of animals in the community. In the Ordinance, the City Attorney and Officers propose a repealed, replaced, renamed, and revised Chapter 5. The new Chapter will: (a) provide improved and more applicable definitions of terms; (b) reorganize sections; (c) address animal behavior and nuisances; (d) provide for contemporary animal control, regulation, and enforcement; (e) provide animal control officers with greater codified and clarified authority to enforce regulations; (f) revise the dangerous dogs sections; (g) address leash requirements; (h) address commercial animal establishments; (i) address animal cruelty, neglect, abandonment, impoundment, surrender, and redemption; and (j) address dogs in dining areas of public food establishments.

After a Council briefing was provided by the Officers, the first reading on the Ordinance was held on December 7, 2020. At that time, the first reading was deferred so that a City Council briefing could provide Council with an opportunity to have more in-depth conversation on its content and to better understand the extent of changes that are proposed. Thereafter another City Council briefing was held on January 25, 2021, and the first reading of Ordinance No. 2020-8155 was



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

scheduled for February 16, 2021. The first reading was again deferred due to additional research information and revisions requested by Council Member Golding. Some Council Members requested additional time to review the new information and discuss the Ordinance at another briefing. The City Council held another briefing on the Ordinance on March 8, 2021. At the March 8 briefing, the “blue memo” was reviewed and discussed. Staff was instructed to make a few additional changes to the Ordinance and then place the Ordinance for first reading on the March 15, 2021 City Council meeting agenda.

On March 15, 2021, the City Council approved Ordinance No. 2020-8155 on the first reading.

FINANCIAL IMPACT

The financial impact of these chapter revisions cannot be determined at this time due to the indeterminate number of fines that may arise from enforcement actions. Staff will monitor all financial transactions from enforcement activities to ascertain any emerging trends.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2020-8155 repealing and replacing the Code of Ordinances Chapter 5.

ATTACHMENTS

- Ordinance No. 2020-8155, Chapter 5, “Animal Code”

Introduced by: Council Member Cory Nichols
1st Reading: March 15, 2021
2nd Reading: April 5, 2021

ORDINANCE NO. 2020-8155

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO REPEAL AND REPLACE CHAPTER 5 – ANIMALS AND FOWL, IN ITS ENTIRETY, INCLUDING A NEW TITLE, ARTICLES, AND SECTIONS; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach (“City”) has the authority to adopt this Ordinance and the authority to exercise the powers herein pursuant to Article VIII of the Constitution of the State of Florida, and Chapter 166 Florida Statutes; and

WHEREAS, the current City Code of Ordinances Chapter 5 – *Animals and Fowl* contains outdated and inapplicable articles and sections, and requires revision and additions; and

WHEREAS, the City Police Department Animal Control Officers request and recommend changes to the City animal code to provide for reorganization of the Chapter, modernized regulations, more definitions of terms, increased enforcement authority for officers, improved enforcement procedures, improved regulations addressing dangerous dogs and impounding measures, abatement of nuisances caused by animals, and to address animal mistreatment; and

WHEREAS, Section 767.14, Florida Statutes provides that the Dangerous Dog Act does not limit any local government from adopting an ordinance to address the safety and welfare concerns caused by attacks on persons or domestic animals, placing further restrictions or additional requirements on owners of dogs that have bitten or attacked persons or domestic animals, or developing procedures and criteria for the implementation of the Act, provided that no such regulation is specific to breed and that the provisions of the Act are not lessened by such additional regulations or requirements; and

WHEREAS, municipal ordinances regulating the keeping, care, custody, and control of animals within the municipal limits are a valid exercise of the police powers delegated to a municipality; and

WHEREAS, municipalities possess general statutory authority to regulate the keeping of domestic animals; they also possess a broader power to regulate in this area from their authority to maintain the health, safety, and general welfare of the community and the right to abate nuisances; and

WHEREAS, municipalities may exercise their police power to regulate pet ownership so long as the ordinance is reasonable and the means employed are necessary to accomplish a legitimate governmental interest; and

WHEREAS, the City Council hereby finds that this Ordinance serves legitimate government purposes, provides for appropriate means of animal protection and control, and is in the best interests of the public health, safety, and welfare of the citizens of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA:

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The above recitals and legislative findings are ratified, correct, and made a part of this Ordinance.

SECTION 2. REPEAL. CITY CODE OF ORDINANCES CHAPTER 5 – ANIMALS AND FOWL IS HEREBY REPEALED IN ITS ENTIRETY.

SECTION 3. REPLACE. CITY CODE OF ORDINANCES CHAPTER 5 – ANIMALS AND FOWL IS HEREBY REPLACED ENTIRELY WITH THE FOLLOWING TITLE, ARTICLES, DIVISIONS, AND SECTIONS:

CHAPTER 5. – ANIMAL CODE

ARTICLE I. - IN GENERAL

Sec. 5-1. Purpose and intent of the chapter.

It is the purpose and intent of this chapter to: a) establish regulations and requirements for the public health, safety, and welfare, and animal welfare; b) establish requirements and regulations for owners and handlers of animals within the corporate limits of the City; and c) create enforcement procedures and penalties for failure to comply with any provision of this chapter.

Sec. 5-2. Definitions.

For purposes of this chapter, the following words, terms, and phrases shall have the following meanings:

Allow or Permit, in addition to their common meanings, also means any failure to take reasonable proactive measures to restrict the animal from engaging in any activity prohibited by this chapter.

Animal means any live vertebrate creature, including mammals, birds, reptiles, amphibians, and fish, but not humans.

Animal Control (“AC”) means the City’s Animal Control Division of the City’s Police Department, acting alone or in concert with other local governmental units authorized to enforce the animal control laws of the City, county, or state.

Animal Control Officer (“ACO”) means any person employed or appointed by the City who is authorized to investigate, on public or private property, and enforce violations relating to animal control or cruelty under the provisions of this Ordinance, and to issue citations as provided in this

Ordinance, and also includes any state or local LEO as defined in Section 943.10, Florida Statutes. An ACO is not authorized to bear arms or make arrests; however, such officer may carry a device to chemically subdue and tranquilize an animal, provided that such officer has successfully completed a minimum of 16 hours of training in marksmanship, equipment handling, safety, and animal care, and can demonstrate proficiency in chemical immobilization of animals in accordance with guidelines prescribed in the Chemical Immobilization Operational Guide of the American Humane Association.

Animal rescue organization means humane society or other duly incorporated nonprofit organization lawfully authorized to conduct business in the State of Florida and operated as a bona fide charitable organization under Section 501(c)(3) of the Internal Revenue Code, which organization is devoted to the rescue, care and/or adoption of stray, abandoned, injured, or surrendered animals, obtains its animals through donation only, and which does not breed animals nor obtains animals from a breeder or broker.

Animal shelter means any public or private organization existing for the purpose of the prevention of cruelty to animals and/or for the sheltering of animals, is incorporated or chartered under the laws of the State of Florida or established by legislation, and also includes a person who rescues, shelters, or provides a foster home facility, any of which places animals for adoption, whether for a fee, a donation, or for free, and which does not breed animals nor obtains animals from a breeder or broker.

At large means that an animal is off the property of its owner and not leashed, unless restrained by a leash or tether of appropriate length or other physical control device, such that the animal is under the physical control of a responsible person, and: (i) the animal has entered upon the property of another person without authorization of that person; or (ii) the animal has entered onto public property, a street, or right-of-way. If the owner's, leaser's, or renter's property is located within a community association or other common property arrangement, it shall also be considered off the owner's, leaser's, or renter's property if the animal leaves the owner's enclosed land or yard surrounding his/her house or dwelling and onto common property, unless such property is clearly designated as an 'off-leash' area. An animal on a retractable or other trolley leash system shall be considered at large if the leash is extended beyond eight feet in length since adequate physical control cannot be maintained over the animal.

Beach or Beaches means all that part of the Atlantic Ocean beach lying between the bulkhead line on the west and the Atlantic Ocean on the east and extending to the City limits on the north and the south.

Bite means any contact between an animal's mouth and teeth and the skin of a bite victim, which causes visible trauma, such as a puncture wound, laceration, or other piercing of the skin.

Cat means an animal of the Felidae family of the order Carnivora.

Certificate of source means a copy of a notarized affidavit of verification from the source from which the cat or dog was obtained.

City means the City of Jacksonville Beach, Florida.

Community cat means any free-roaming cat that may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be feral. Community cats shall be distinguished from other cats by being sterilized and ear-tipped; qualified community cats are exempt from licensing, stray and at-large provisions of this ordinance and may be exempt from other provisions directed toward owned animals.

Control or physical control means adequate domination or power to influence/oppress the actions of the animal to prevent the animal from engaging in biting, aggression towards people or animals, straying, being at large, or other behaviors regulated by this Ordinance or state law by the use of a proper leash or similar device attached to an appropriate collar or harness. To maintain physical control, the animal must be on a leash not to exceed eight feet at its maximum extension. Animals on longer leashes or similar devices extended beyond eight feet shall be considered not under physical control and may be subject to being treated as at large for provisions of this ordinance. Nothing in this definition is intended to prevent dogs from being on training leashes, or while engaged in other appropriate activities under adequate, responsible adult supervision where care is taken to assure control as needed is available to prevent violations of this ordinance.

Coop means a structure with nesting boxes where hens can lay eggs and perches where hens can sleep, with a roof.

Cruelty means every act, omission, or neglect whereby pain or suffering is caused to an animal. This definition incorporates the definition in Chapter 828, Florida Statutes.

Dangerous dog means any dog that according to the records of the appropriate authority:

- a. Has aggressively bitten, attacked, or endangered, or has inflicted severe injury on a human being on public or private property;
- b. Has more than once severely injured or killed a domestic animal while off the owner's property; or
- c. Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

Dog means an animal of the Canidae family of the order of Carnivora.

Domestic animal means an animal of a tamed species commonly kept as pets and includes livestock.

Emotional support animal (ESA) may be an animal of any species, the use of which is supported by a qualified physician, psychiatrist, or other mental health professional based upon a disability-related need, but does not have special training to perform tasks that assist people with disabilities. ESAs do not qualify as service animals (see definition of service animal below).

Enclosure means any structure with at least three walls, a roof, and a floor in adequate condition as not to endanger the safety of the animal and as to provide the necessary protection of the animal from weather conditions. An enclosure must be properly located so that it does not allow for standing water to pool inside the enclosure following any weather event or other water intrusion. For pets not declared dangerous, a residence may be considered a proper enclosure; different rules as specified in this chapter apply to a “proper enclosure” for declared dangerous dogs.

Enclosed pen shall mean a fenced or wire enclosure used to contain female hens.

Feral means a wild animal that exists in an untamed state or that has returned to an untamed state generally not socialized to human contact and is no longer considered domesticated.

Harbor means the act of caring for and keeping an animal, or the act of providing a premises or residence to which the animal returns for food, shelter, or care for a period of at least 10 days, or at the point where the caregiver is providing the primary source of sustenance for the animal, whichever time is shorter. If the City establishes a program for the maintenance of feral or community cats, those persons maintaining those cats will be regulated in accordance with such program.

Hen shall mean a female chicken of the species Gallus domesticus.

Hobby breeder means a person or entity that is an active member of a national, state, or local breeder organization and that houses or breeds dogs or cats at or adjoining a private residence for the purpose(s) of: improving the breed; exhibiting dogs or cats at shows operated by a national, state or local breeder organization; or raising service animals or animals used for law enforcement or other types of work. A hobby breeder may sell no more than two litters of puppies or kittens per 12 month period, per household. A hobby breeder that sells more than two litters per 12 month period, per household shall be deemed to be a pet dealer, as defined herein.

Household pet means an animal including, but not limited to: domesticated dog; bird; domesticated cat; rodent, such as a gerbil, guinea pig, hamster, domesticated mouse, and domesticated rat; domesticated or European ferret; rabbit; fish; non-venomous reptile and amphibian; that is kept as subordinate to residential use for the purpose of providing human companionship. The following animals are not considered household pets: feral animals; poultry; livestock; and hooved animals of any kind, including but not limited to, miniature horse, miniature goat and teacup pig.

Impound or impoundment means seizing and confining an animal by any LEO, ACO, or any other public officer to enforce the provisions of this Ordinance.

Law Enforcement Officer (LEO) means any state certified law enforcement official.

Leash means a strap or cord that would not cause cruelty or neglect used to restrain, guide, and control an animal by attaching it to a collar, harness, or halter.

Livestock means horses, mules, cows, bovines, cattle, hogs, goats, sheep, swine, ducks, geese, turkeys, peafowl, doves, and roosters.

Muzzle means a device constructed of strong, soft material or of metal, designed to fasten over the mouth of a dog that prevents the dog from biting any person or other animal and that does not interfere with its respiration.

Neglect means depriving an animal of sufficient food, sufficient water, shelter, or medical treatment, or allowing an animal to live in an environment when such deprivation or environment causes the animal's physical health to be significantly impaired or to be in danger of being significantly impaired.

Owner means any person or household possessing, keeping, having an interest in, or having control or custody of an animal, or acts as its custodian, or who knowingly permits a dog to remain on any premises occupied by him or her. A person must be age 18 or older to be considered the legal owner of an animal. If a person under the age of 18 is considered the custodian or caretaker of the animal, the parents or legal guardians shall be considered the legal owner of the animal and responsible for all matters involving that animal. There shall be a rebuttable presumption that the person's name appearing on the animal's registration or radio frequency identification device (RFID), commonly known as a "microchip," is the owner.

Person means any individual person, firm, corporation), or other entity. The knowledge and acts of agents and employees of a firm, corporation, or other entity, with regard to the treatment of animals owned, in the custody of, or transported by a such firm, corporation, or other organization shall be held to be the knowledge and act of the firm, corporation, or other entity.

Pet dealer means any person that, in the ordinary course of business, engages in the sale to the public of more than two litters, or 20 dogs and cats collectively, in a 12 month period, whichever is greater. Animal rescue organizations and breeders shall be exempt from this classification.

Pet mill means a facility where cats and/or dogs are bred for selling them and where any one of the following conditions is found to exist:

- a. More than 20 dogs under the age of 12 weeks or more than 20 cats under the age of 16 weeks are kept at the facility at a single time;
- b. No genetic or heredity health testing appropriate for the breed is conducted;
- c. Two or more long term (over one year) guarantees are not honored;
- d. A single female is bred every cycle;
- e. A single female is bred more than five times in her lifetime;
- f. There are no records of the dog or cat's parents' origin. More than a total of eight intact (not spayed or neutered) dogs and cats are kept at the facility over the age of six months.

Pet store means a pet shop, pet groomer, pet beauty parlor, or other retail establishment open to the public and engaging in the business of selling pet supplies and/or services and/or offering for sale and/or selling animals at retail. This definition includes mobile businesses and brick and mortar stores.

Pet store operator means a person who owns and/or operates a pet store.

Poultry means any domestic fowl, including but not limited to chickens, turkeys, ducks, and geese, kept by any person for their eggs, meat or feathers.

Proper enclosure means, while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen, fenced yard, or structure measuring at least six feet wide by 12 feet long by six feet high (6'W x 12'L x 6'H), capped if there is a dog house inside or if the dog can climb the fence, to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top and shall be constructed in a way to prevent the dog from escaping over, under, or through the structure, and shall provide protection from the elements.

Provoked or Provocation means any action or activity, whether intentional or unintentional, which would be reasonably expected to cause a normal dog in similar circumstances to react in a manner similar to that shown by the evidence.

Quarantine or 10-day quarantine means confining an animal for observation of any symptoms of rabies, which confinement is typically for a 10-day time period from the date of the bite, scratch, or other potential rabies exposure, unless a longer time period is required pursuant to state regulations and guidelines.

Rabies means an acute, fatal, infectious disease of the central nervous system that is transmitted when introduced into bite wounds, open cuts in skin, or onto mucous membranes.

Radio frequency identification device ("RFID"), commonly referred to as a "microchip," is a device about the size of a grain of rice encased in surgical glass that is implanted underneath the skin of a dog, cat, or other animal that when scanned produces a unique number that identifies the animal and its owner (if properly registered). When present, an RFID with registration information shall be considered the primary indication of ownership.

Responsible person means a person at least 18 years old who is familiar with the dog and has the size and experience to be able to keep the dog under complete control at all times.

Restraint means by leash, cord, chain, or other appropriate physical means.

Retail sale includes display, offer for sale, offer for adoption, barter, auction, give away, or other transfer of any cat or dog or other household pet.

Sanitary condition means a condition of good order and cleanliness to minimize the possibility of disease transmission.

Service animal means an animal that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. This includes, but is not limited to, guiding an individual who is visually impaired or blind, alerting an

individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, and helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, or doing other specific work or performing other special tasks. A service animal is limited to a dog or miniature horse and is not a pet. The crime-deterrent effect of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for purposes of this definition.

Severe injury or severely injured means any physical injury that results in one or more broken bones, multiple bites, or one or more lacerations requiring sutures, or an injury requiring reconstructive or plastic cosmetic surgery.

Special Magistrate as defined in Chapter 2, Article VI, Section 2-170, and as empowered in Section 2-173, of the Code of Ordinances, means a member of the Florida Bar in good standing who is under contract with the City to conduct dangerous dog hearings with the authority to make a determination of whether the dog is dangerous, enforce the conditions of this Ordinance, impose administrative fines and other non-criminal penalties to provide an equitable, expeditious, effective method of enforcing this code within the City where a pending or repeated violation continues to exist.

Stray means any animal that is found to be at large, whether lost by its owner or otherwise, or that is on the common areas of apartments, condominiums, or other multi-residential premises, and that does not have an identification tag and for which there is no identifiable owner.

Sufficient Food means access to proper food for the species of animal on a regular, ongoing basis in quantities sufficient to maintain a regular body weight as designated by objective measurement tools such as Body Condition Score ("BCS") systems. As an example, regular body weight would be the "ideal" level (four or five) on the internationally recognized veterinary and animal welfare Purina Body Score System Chart. Animals under active, current veterinary care may deviate from the scale based upon the expertise of a licensed veterinarian.

Sufficient Water means access to clean, potable water on a regular, ongoing basis in quantities to prevent the animal from exhibiting signs of dehydration.

Transporting means shipping, carrying, importing, exporting, receiving, or delivering for shipment, transportation, carriage, or export.

Unprovoked means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion, or attacked by a dog.

Veterinarian means a health care practitioner who is licensed to engage in the practice of veterinary medicine in Florida under the authority of Chapter 474, Florida Statutes.

Wholesome exchange of air means sufficient ventilation or other means of air exchange adequate to prevent the accumulation of noxious odors and limit airborne disease transfer and adequate air movement in/through the structure.

Sec. 5-3. Bird sanctuary.

(1) The entire area embraced within the corporate limits of the City is hereby designated as a bird sanctuary. The City Manager is authorized to have the City so designated by appropriate signs.

(2) It shall be a violation to trap, hunt, or attempt to shoot or molest in any manner any bird or to rob birds' nests; provided, however, if any birds are found to be congregating in such numbers in a particular locality that they constitute a nuisance or a menace to health or property, then the birds may be destroyed in such numbers and in such manner as is deemed advisable by the City authorities.

(3) Any violations of this section will be reported to the Florida Fish and Wildlife Commission for further investigation/disposition.

Sec. 5-4. Noisy animals.

Any animal or fowl which persistently makes noises, or otherwise conducts itself in a manner which unduly excites and generally annoys citizens of the City is hereby declared to be a public nuisance injurious to the public peace, order, and welfare; and any person found guilty of keeping, maintaining, or aiding and abetting in the keeping or maintaining of any such nuisance, within the City, after three days' notice from the ACO or any police or health officer of the City to abate the same, shall be guilty of a misdemeanor.

Sec. 5-5. Livestock prohibited.

Livestock, as defined in this chapter, are prohibited within the corporate limits of the City.

Sec. 5-6. Livestock running at large prohibited.

It shall be unlawful for any person owning or controlling any livestock or poultry to allow the same to run at large within the corporate limits of the City.

Sec. 5-7. Odors from coops or enclosed pens declared public nuisance.

Odors from coops or enclosed pens that can be detected by persons inhabiting residences or living quarters are hereby declared to be public nuisances. Such public nuisance shall be abated consistent with Chapter 19 of the Code of Ordinances of the City.

Sec. 5-8. Disposal of dead animals.

It shall be the duty of every owner, or agent of any owner, of any animal found dead within the corporate limits of the City, to remove and bury, or otherwise satisfactorily dispose of such animal in a sanitary manner. Where the owner or agent of the owner of such dead animal is not known, then it shall be the duty of the person upon whose property such animal was found dead to remove and bury such dead animal in a sanitary manner.

Secs. 5-9. - 5-22. - Reserved.

ARTICLE II. - ANIMAL CONTROL

DIVISION 1. - GENERALLY

Sec. 5-23. Animal control enforcement.

The provisions of this chapter shall be enforced by the ACO(s), LEO(s), and code enforcement officer(s) of the City of Jacksonville Beach, Florida. The powers and authority granted under this chapter shall be supplemental to the powers and authority already provided for by Florida Statutes, relating to local animal control regulations.

Sec. 5-24. Citations authorized; penalties provided.

(1) The City ACO or designee as approved by the City Manager shall have the authority to issue citations to those people whose pets are found to be in violation of this chapter.

(2) Violations of this chapter shall be punishable by fines as follows:

General: Violations of the provisions of this chapter are hereby declared to be civil infractions for which there may be imposed by the county court a maximum fine not to exceed \$500.00. Unless cited for a violation for which court appearance is mandatory, anyone cited with a violation of this chapter may pay a fine as contained within the actual section or, if no fine is listed, as specified below in lieu of appearing in county court. The fine specified shall be paid within the time specified below.

If a person fails to pay the civil fine within the time prescribed on the citation or fails to obtain a court date, or having obtained a court date, fails to appear in court to contest the citation, then the person shall be deemed to have waived the right to contest the citation. In such cases, final judgment may be entered against the person in the maximum civil fine of \$500.00 allowed, which shall be payable within 60 days from the date of execution of the final judgment. Alternatively, the court may issue an order to show cause, requiring the person to appear before the court to explain why action on the citation has not been taken. If any person who is issued such an order fails to appear in response to the court's directive, that person may be held in contempt of court in addition to having to pay the civil fine, court costs, and restitution, as applicable.

- a. First offense (the current offense is a first offense if there have been no other citations in the preceding 36 months): \$50.00;
- b. Second offense (the current offense is a second offense if there has been only one previous citation within the preceding 36 months): \$150.00;
- c. Third offense (the current offense is a third offense if there have been two previous citations within the preceding 36 months): \$250.00;
- d. Fourth and subsequent offenses (the current offense is a fourth or subsequent offense if there have been three or more previous citations within the preceding 36 months): \$500.00 and a mandatory court appearance. For citations involving a mandatory court appearance, the citation shall specify that the court appearance is mandatory. If a person so cited fails to appear within the time prescribed in the citation to obtain a court date or having a court date, fails to appear in court, a default judgment may be entered against the person in the maximum civil fine payable within 60 days from the date of execution of the final judgment.
- e. Anyone cited with a violation of this chapter who pays the required fines and then goes three years with no offenses shall return to the status of having no prior offenses for the purposes of this chapter.
- f. An additional fine of \$100.00 for any violation involving a dog or cat in heat.

(3) A \$5.00 surcharge shall be assessed and collected upon each civil penalty imposed for violation of an ordinance relating to animal control, cruelty, or neglect.

(4) The ACO or LEO shall have the authority to cite the owner or any person having custody of an animal for a violation of this chapter when and only when:

- a. The officer has received from an adult witness a sworn affidavit attesting to the animal having committed a violation pursuant to this chapter; or
- b. The ACO, LEO, or other person duly authorized to enforce the provisions of this chapter has witnessed the commission of a violation under this chapter.

Sec. 5-25. Authority to enter private property.

An ACO is authorized to enter upon any private property that is unfenced, or that is fenced but with a gap, opening or indentation, or with a gate that is not closed and locked, for the purpose of investigating a complaint of violation of this chapter, or for the purpose of seizing and impounding any animal that is stray or at large, or as otherwise authorized by this chapter; however, an ACO is not authorized to enter a dwelling without the owner or resident's permission, or without a warrant or under other authority. When probable cause exists, an ACO may enter any property or curtilage or to perform his or her duties under this chapter.

Sec. 5-26. Interference with authorized personnel in performance of duties.

(1) No person shall interfere with, hinder, prevent, impede, threaten, or molest any ACO, LEO, health officer, or impounding officer in the performance of any duty required by the provisions of this chapter.

(2) No person shall break open or assist in the breaking open of any fences, gates, fastenings, or enclosures of the impounding vehicles, and no unauthorized person shall remove or let loose any animal from the impounding vehicles.

Sec. 5-27. Misrepresentation of use or training of service dog.

In accordance with Section 413.08, Florida Statutes, a person who knowingly and willfully misrepresents themselves, through conduct or verbal or written notice, as using a service dog and being qualified to use a service dog, or as a trainer of a service dog, commits a misdemeanor of the second degree, punishable as provided in Sections 775.082 or 775.083, Florida Statutes, and must perform 30 hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than six months.

Authorized personnel performing their duties required by the provisions of this chapter may ask if a purported service dog is required because of a disability and what work or task the dog has been trained to perform. Authorized personnel shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service dog. Generally, authorized personnel may not make these inquiries about a service dog when it is readily apparent that a service dog is trained to do work or perform tasks for an individual with a disability (e.g., the service dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability). Nothing in this section shall apply to matters related to employment or housing as regulated by Florida and/or federal law.

The City does not recognize Emotional Support Animals as Service Animals and as such are to abide by the same regulations as any non-service animal within the City limits.

Sec. 5-28. Injury to animals by motor vehicles; reporting requirement.

Any operator of a motor vehicle that has injured a domesticated animal shall immediately notify the Jacksonville Beach Police Department or AC and advise as to the location of the injured animal. Failure to notify one of these authorities shall constitute a violation of this section punishable by a fine of \$50.00.

Sec. 5-29. Persons bitten by dogs or cats; report to police or health department required; when infection suspected; liability of City.

(1) If any person is bitten by any animal within the corporate limits of the City, then it shall become the duty of such person or the owner of the animal with knowledge thereof, to report

such incident to the police department of the City, or to the Duval County Health Department within 24 hours thereafter.

(2) Any animal reported to have bitten a person shall be kept in quarantine for such period of time and place as may be designated by the Duval County Health Department for the purpose of testing such animal for disease. Any animal suspected of being infected with rabies shall be released by its owner or custodian to the Duval County Health Department for laboratory analysis by a licensed veterinarian. No liability for compensation to the owner of such animal shall attach to the City by virtue of any procedure hereunder by the Duval County Health Department. All costs in connection with this section shall be borne by the owner of the animal. The City is not liable for the animal while the animal is in custody and the City is not responsible for any compensation to either the owner of an animal or to the person bitten by the animal.

(3) Any dog that is owned, or the service of which is employed, by a law enforcement agency, or any dog that is used as a service dog for blind, hearing impaired, or disabled persons, and that bites another animal or human is exempt from any quarantine requirement following such bite if the dog has a current rabies vaccination that was administered by a licensed veterinarian.

DIVISION II – DANGEROUS DOGS

Sec. 5-30. Dangerous dogs; procedures for designating a dog as dangerous; actions following a designation.

(1) An ACO shall investigate reported incidents involving any dog that may be dangerous and, if possible, shall interview the owner and require a sworn affidavit from any person, including any ACO or LEO, desiring to have a dog classified as dangerous.

- a. An animal that is the subject of a dangerous dog investigation because of a severe injury to a human being may be immediately confiscated by the ACO, placed in quarantine, if necessary, for the proper length of time, or impounded and held. The animal may be held pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If the dog is to be destroyed, the dog may not be destroyed while an appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal pending any hearing or appeal.
- b. An animal that is the subject of a dangerous dog investigation which is not impounded with the animal control authority must be humanely and safely confined by the owner in a securely fenced or enclosed area. The animal shall be confined in such manner pending the outcome of the investigation and the resolution of any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. The address at which the animal resides shall be provided to the animal control authority. A dog that is the subject of a dangerous dog investigation may not be relocated, or its ownership transferred pending the outcome of the investigation and any hearings or appeals related to the dangerous dog

classification or any penalty imposed under this section. If a dog is to be destroyed, the dog may not be relocated or its ownership transferred.

(2) A dog may not be declared dangerous if:

- a. The threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or who, while lawfully on the property, was tormenting, abusing, or assaulting the dog or its owner or a family member.
- b. The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.
- c. The dog was performing official duties for a law enforcement officer or law enforcement agency.

(3) After the investigation, the ACO shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous and, if sufficient cause is found, as to the appropriate penalties under subsection (5). The ACO shall forward a report to the Special Magistrate with a recommendation that the dog be designated a dangerous dog. The Special Magistrate shall afford the owner an opportunity for a hearing prior to making a final determination regarding the classification or penalty. The Special Magistrate shall provide written notification of the sufficient cause finding and proposed penalty to the owner by registered mail, certified hand delivery, or service in conformance with the provisions of Chapter 48, Florida Statutes, relating to service of process. The owner may file a written request for a hearing regarding the dangerous dog classification, penalty, or both, within seven calendar days after receipt of the notification of the sufficient cause finding and proposed penalty. If the owner requests a hearing, the hearing shall be held as soon as possible, but not later than 21 calendar days and not sooner than five days after receipt of the request from the owner. In rendering his or her decision, the Special Magistrate may consider information and/or documentation provided by the ACO and any victims or witnesses including, but not limited to, written or verbal reports and/or statements, medical reports, photographs, and/or any other facts or details the Special Magistrate, in his or her sole discretion, determines will assist in his or her decision. If a hearing is not timely requested regarding the dangerous dog classification or proposed penalty, or if the owner fails to appear for the hearing after requesting it, the determination of the Special Magistrate as to such matter shall become final. The Special Magistrate shall render a decision within 14 calendar days of the conclusion of the hearing. Such decision shall be in the form of a written order recorded with the City Clerk.

(4) Upon a dangerous dog classification and penalty becoming final after a hearing or by operation of law pursuant to subsection (3), the Special Magistrate shall provide a written final order to the owner by registered mail, certified hand delivery, or service in conformance with the provisions of Chapter 48, Florida Statutes, within seven calendar days after the order has been recorded. The owner may appeal the classification, penalty, or both, to the circuit court in accordance with the Florida Rules of Appellate Procedure after receipt of the final order. If the dog is not held by the ACO, the owner must confine the dog in a securely fenced or enclosed area pending resolution of the appeal.

(5) The owner of a dog classified as a dangerous dog shall:

- a. Within 14 days after issuance of the final order classifying the dog as dangerous, or the conclusion of any appeal that affirms such final order,

obtain a certificate of registration for the dog from AC and renew the certificate annually. AC is authorized to issue such certificates of registration, and renewals thereof, only to persons who are at least 18 years of age and who present to the animal control authority sufficient evidence of:

- i. A current certificate of rabies vaccination for the dog;
- ii. A proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign at all entry points which informs both children and adults of the presence of a dangerous dog on the property; and
- iii. Permanent identification of the dog, such as a tattoo on the inside thigh or electronic implantation.

b. Pay an annual fee of \$50.00 to the City before issuance of a certificate of registration.

c. Immediately notify the appropriate animal control authority when the dog:

- i. Is loose or unconfined.
- ii. Has bitten a human being or attacked another animal.
- iii. Is sold, given away, or dies.
- iv. Is moved to another address.

Before a dangerous dog is sold or given away, the owner shall provide the name, address, and telephone number of the new owner to the animal control authority. The new owner must comply with all of the requirements of this section and implementing local ordinances, even if the animal is moved from one local jurisdiction to another within the state. The ACO must be notified by the owner of a dog classified as dangerous that the dog is in his or her jurisdiction.

d. Not permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under control of a competent person. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting a person or animal. The owner may exercise the dog in a securely fenced or enclosed area that does not have a top, without a muzzle or leash, if the dog remains within his or her sight and only members of the immediate household or persons 18 years of age or older are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely restrained within a vehicle.

(6) An ACO shall immediately impound a dangerous dog if the owner fails to comply within the timeframes set forth in this article with any of the requirements for maintaining a dangerous dog. A dangerous dog impounded under this section may be redeemed by the owner upon the owner's compliance with all applicable provisions of this article and upon payment of impound fees, boarding fees, and applicable veterinary or other medical expenses. If the owner fails to comply with all applicable provisions and redeem the dangerous dog within 14 calendar days of the date the dog was impounded, the dog shall be euthanized in an expeditious and humane manner.

(7) If a dog is classified as a dangerous dog due to an incident that causes severe injury to a human being, based upon the nature and circumstances of the injury and the likelihood of a future threat to the public safety, health, and welfare, the dog may be destroyed in an expeditious and humane manner.

(8) Hunting dogs are exempt from this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt from this section when engaged in any legal procedures. However, such dogs at all other times in all other respects are subject to this article. Dogs that have been classified as dangerous may not be used for hunting purposes.

(9) The ACO or the Jacksonville Beach Police Department must be notified by the owner of a dog classified as dangerous under another jurisdiction's ordinances, or under provisions of Sections 767.11, 767.12, or 767.13, Florida Statutes, that the dog has been brought into the City. The owner, whether bringing said dangerous dog into the City temporarily, or for purposes of establishing residency within the City, shall comply with the provisions of this article.

(10) No dog declared dangerous shall be allowed in Paws Dog Park.

(11) A person who violates any provision of this section commits a noncriminal infraction, punishable by a fine not to exceed \$500.00.

Sec. 5-31. Attack or bite by dangerous dog; confiscation; destruction.

(1) If a dog that has previously been declared dangerous attacks or bites a person or a domestic animal without provocation, the owner is guilty of a misdemeanor of the first degree, punishable as provided in Section 775.082, Florida Statutes, or Section 775.083, Florida Statutes. In addition, the dangerous dog shall be immediately confiscated by an ACO, placed in quarantine, if necessary, for the proper length of time, or impounded and held for 10 business days after the owner is given written notification under Section 5-29, and thereafter destroyed in an expeditious and humane manner. This 10-day time period shall allow the owner to request a hearing under Section 5-29. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

(2) If a dog that has previously been declared dangerous attacks and causes severe injury to or death of any human, the owner is guilty of a felony of the third degree, punishable as provided in Section 775.082, Florida Statutes, Section 775.083, Florida Statutes, or Section 775.084, Florida Statutes. In addition, the dog shall be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time or held for 10 business days after the owner is given written notification under Section 5-29, and thereafter destroyed in an expeditious and humane manner. This 10-day time period shall allow the owner to request a hearing under Section 5-29. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

(3) If the owner files a written appeal under Section 5-29. or this section, the dog must be held and may not be destroyed while the appeal is pending.

(4) If a dog attacks or bites a person who is engaged in or attempting to engage in a criminal activity at the time of the attack, the owner is not guilty of any crime specified under this section.

Sec. 5-32. Penalties.

(1) An owner of a dangerous dog who violates the provisions of Sections 5-29 or 5-30 shall be guilty of a misdemeanor, and, upon conviction, shall be punished by a fine not to exceed \$500.00 or imprisonment not to exceed 90 days, or both, for a first offense, and not more than \$1,000.00 or imprisonment not to exceed 90 days, or both, for a second offense.

(2) An owner of a dangerous dog that causes serious injury to or kills a human being or a domestic animal without provocation shall be fined up to \$10,000.00.

(3) Civil fines, penalties, and fees may be imposed as alternative sanctions for any infraction of the provisions of this article or the rules issued under authority of this article.

DIVISION III – NUISANCES

Sec. 5-33. General.

(1) Animals shall not be kept on property in a manner that causes any one or more of the following: creates unsanitary conditions; is a source of infestation by insects or rodents; creates physical conditions that endanger the health or safety of humans, that are detrimental to property values, or that tend to degrade the appearance of a neighborhood.

(2) Whenever an animal defecates upon any property not owned, leased, rented, or otherwise in the care, custody, or control of the animal's owner, the animal's owner shall immediately remove and properly dispose of feces. The only exception is by permission of the property owner.

(3) An owner shall remove and properly dispose of feces and other animal wastes on owner's property so as to avoid any nauseous odors that are irritating, annoying, or offensive to a person of normal sensibilities; or that are injurious to human, plant, or animal life; or that reasonably interfere with the use and enjoyment of property.

(4) No person shall maintain or feed any animal, domesticated or wild, in such manner that it: creates a nuisance; creates unsanitary conditions; is a source of infestation by insects or rodents; or creates physical conditions that endanger the health or safety of humans, that are detrimental to property values, or that tend to degrade the appearance of a neighborhood.

(5) A violation of this section shall subject the violator to a civil fine of no less than the amount designated in 5-24. Each separate incident is considered a separate violation. The ACO

may cite the owner or custodian of such animal(s) for a violation of this section when either the ACO has received, from two or more unrelated adult witnesses residing at different residences or one adult witness with a recorded video or photograph showing the alleged violation, a sworn affidavit attesting to the nuisance of the owner or the animal(s) pursuant to this section, or the citing ACO has directly observed the commission of such nuisance.

Sec. 5-34. Noise.

(1) It shall be unlawful for the owner, or any person having temporary custody, of an animal or animals to allow or fail to restrain the animal(s), to bark, meow, whine, howl, or to make other sounds common to the species, persistently or continuously for a period of 20 minutes or longer when every animal is not contained within an enclosure sufficient to baffle loud noises and render them reasonably unobjectionable. For the purposes of this section, persistently or continuously shall mean nonstop utterances for 20 consecutive minutes with individual interruptions of less than 20 seconds at a time during the 20-minute utterances. This subsection shall not apply to a properly permitted animal shelter established for the care and/or placement of unwanted or stray animals, nor a properly zoned commercial boarding kennel or other animal facility.

(2) A violation of this section shall subject the violator to a civil fine of not less than the amount designated in 5-24. Each separate occasion is considered a separate violation. The ACO or LEO may cite the owner or custodian of the animal(s) for violation of such section when either the ACO or LEO has received, from at least two unrelated adult witnesses from different residences, or from one adult witness with a recorded video showing the alleged violation, a sworn affidavit attesting to the committing of a nuisance pursuant to such section or subsection, or the citing ACO or LEO has witnessed the commission of such a nuisance. Affidavit(s) attesting to the nuisance must come from residents within a three-block radius (approximately 900-foot radius).

Sec. 5-35. Feeding of cats and dogs outdoors.

(1) Rules applicable to all dogs and cats, excluding managed community cats covered in subsection (2) below, are as follows:

- a. The feeding of cats and dogs outdoors shall take place primarily during daylight hours to minimize the risk of domestic-wildlife interactions that have increased potential of rabies exposure for the cats or dogs. Any food provided after daylight hours shall only be provided for such time required for feeding, and no longer than 30 minutes, after which it shall be removed.
- b. Feeding outdoors is only allowed when an appropriate amount of food for daily consumption of the cat(s) and/or dog(s) being cared for is provided. Food must be appropriately placed in a sanitary container sufficient for the cat/dog being fed. Automatic feeders that are properly maintained and secured may be used to dispense daily food rations and may be present during night hours.
- c. Dumping excess quantities of food on the ground, placing excess quantities in bowls or other containers, and leaving open food packages is prohibited.
- d. Feeding outdoors must take place on the property owned by the person placing the food or be done with the consent of the property owner. Feeding

on public property, road right-of-ways, parks, common land of a multifamily housing unit, or any property without consent of the owner is prohibited.

(2) Community Cat Management Initiatives. The City recognizes the need for innovation in addressing the issues presented by feral, free-roaming, and other community cats. Toward that end, the City recognizes that there are community caregivers of cats, and acknowledges that properly managed community cats may be part of the solution to the continuing euthanasia of cats, and establishes the following requirements:

- a. All managed community cat colonies/groups must be maintained on private property of the caregiver or with permission on the private property of another landowner (including city, state, and federal public property).
- b. All cats that are part of community cat management programs or considered feral must be sterilized, vaccinated against the threat of rabies, and ear-tipped (preferable on the left ear) for easy identification; if these requirements are met, the community cat is exempted from licensing, stray, at-large, and possibly other provisions of this ordinance that apply to owned animals.
- c. If a person is providing care for community cats, he or she is required to provide certain necessities on a regular/ongoing basis, including, but not limited to, proper nutrition and medical care as needed. If medical care is unavailable or too expensive, the caregiver must not allow the cat to suffer.
 - i. Food must be provided in the proper quantity for the number of cats being managed and is to be supplied no less than once per day. Food must be maintained in proper feeding containers and removed after each feeding.
 - ii. Water, if supplied, must be clean, potable, and free from debris and algae.
 - iii. If shelter is provided, it shall be unobtrusive, safe, and of the proper size for the cat(s).

(3) Violations of this Section are subject to a fine of not less than the amount designated in Section 5-24.

Sec. 5-36. Habitual nuisance.

(1) It shall be unlawful for the owner, or any person having temporary custody, of an animal or animals to permit the animal(s), either willfully or through failure to exercise due care or control, to commit a nuisance by running at large habitually; by chasing or running after vehicles or persons habitually; by trespassing upon public or private school grounds habitually; by trespassing on private property habitually and interfering with the reasonable use and enjoyment of the property; by barking habitually, or by making other objectionable animal noises habitually; or by doing any other thing habitually which is so offensive as to create a nuisance.

(2) For the purpose of this section, “habitually” means at least two separate occurrences within a time period of no more than 30 days.

Sec. 5-37. Damaging property of another; proof of violation.

(1) It shall be unlawful for any person who shall own or be in control of or in charge of any dog or cat to allow or permit such dog or cat to wander at large or stray upon the property of another and damage such property.

(2) If any such dog or cat shall wander at large or stray upon the property of any person within the corporate limits of the City and shall cause damage thereon, proof of such damage and the identity of the dog or cat shall be sufficient to charge the person owning or having charge of or control of the dog or cat violating the terms and provisions of this section.

Sec. 5-38. Defecation disposal.

It shall be a violation for any owner or handler of a dog to allow such dog to defecate on any property within the City, including the beach, within the boundaries of the Paws Dog Park in Wingate Park, other than the owner's or handler's private property, without immediately removing such defecation with a suitable material, utensil, or container, and depositing the defecation in a trash container.

DIVISION IV – LEASH REQUIREMENTS

Sec. 5-39. Running at large.

It shall be unlawful for the owner of any dog to permit or allow the dog to commit a nuisance or to be found running at large on any of the public streets, public rights-of-way, sidewalks, parks, playgrounds, alleys, beaches, or vacant lots in the City; and such dog may be picked up by the City or the designated authorized agent of the City and placed in a shelter for a period of not less than three days nor more than seven days, except the animal may be released sooner upon proper identification and upon the payment of impound and boarding fees. In the event any animal has to be tranquilized with chemical capture equipment, then the owner must pay \$100.00 in addition to the redemption fee for vet services and cost of chemical capture. If a dangerous dog is impounded for running at large, then the redemption fee shall be \$150.00, with an additional \$100.00 fee for vet services and cost of chemical capture if the dangerous dog has to be tranquilized with chemical capture equipment.

Sec. 5-40. Leash required for dogs in public places.

(1) No dog shall be allowed off the property of its owner unless the dog is fastened to a suitable leash of dependable strength not to exceed eight feet in length within the City. Such leash must be attached to a fixed object or specifically held by a person capable of controlling the animal. If an animal is attached to a fixed object, the owner or person in custody of animal must be with the animal at all times.

(2) Within the physical boundaries of Paws Dog Park, dogs may be allowed off-leash by their owner or handler so long as the owner or handler remains at all times within the physical boundaries of the dog park and remains within the owners voice and eye contact at all times.

(3) Nothing in this section is meant to limit the use of a service dog including, when necessary, an unrestrained service dog provided, however, that the service dog is otherwise under the handler's control and the handler requires the use of a service dog that is not physically restrained.

(4) Nothing in this section is meant to require use of leash to restrain a dog that is unattended by an owner, handler, or trainer and is within the fenced in boundaries of private property or public dog park, or is actively and lawfully participating in or training for tracking, man trailing, search and rescue, cadaver identification, or law enforcement activities.

Sec. 5-41. Dogs on the beach; requirements and hours.

(1) Dogs are permissible on the beach during the following time periods:

- a. At any hour from October 1 through March 31; and,
- b. During the hours of 5:00 p.m. through 9:00 a.m., from April 1 through September 30.

(2) In addition to the above provisions, all owners, custodians, and/or persons responsible for and in control of any dog(s) on the beach must comply with the following:

- a. Each such dog must be fastened to a suitable leash of dependable strength not to exceed eight feet in length and the leash must be held or controlled by that person at all times.
- b. Any person having a dog on the beach during the above-enumerated hours must carry with and on such person suitable materials and utensils with which to remove from the beach any fecal matter deposited by such dog and must remove any fecal matter immediately upon its deposit by the dog under the person's supervision and control.
- c. Each such dog must have affixed to its collar a current rabies vaccination tag evidencing the dog has been properly inoculated against rabies within the past year.
- d. On Jacksonville Beach, if the dog is in the Atlantic Ocean within the owner's voice and visual contact, the dog shall be allowed to swim unleashed and then immediately put back on the leash before returning to the beach. This does not include walking the dog in the water or fetching.

DIVISION V – COMMERCIAL ANIMAL ESTABLISHMENTS

Sec. 5-42. Requirements for sales of dogs and cats; permitted sources; certificate of source; penalties.

(1) Prohibition.

- a. Retail sales restricted. Effective August 17, 2015, no pet dealer, pet store, or pet store operator shall display, sell, trade, deliver, barter, lease, rent, auction, transfer, offer for sale or transfer, give away or otherwise dispose of dogs and cats in the City except as provided in this section on or after the effective date of this section.

- b. Pet mills prohibited. No pet mills shall be permitted to operate in the City.
- c. It is prohibited and unlawful to engage in the retail sale of dogs or cats on any public thoroughfare, public common areas, or other places of public accommodations, flea markets, festivals, yard sales, medians, parks, recreation areas, outdoor markets, parking lots, or other similar locations, regardless of whether such access is authorized by the owner or any other person. This prohibition shall not apply to the retail sale of dogs or cats by an animal shelter or animal rescue organization, or a City permitted sale or adoption event.

(2) Exemptions. This section shall not apply to:

- a. An animal shelter.
- b. Animal rescue organization.
- c. An animal shelter or animal rescue organization which operates out of or in connection with a pet store.
- d. An animal hospital or veterinarian's office.
- e. A pet store engaged in the display, sale, delivery, offer of sale, barter, auction, gifting or transfer of pets other than cats or dogs.
- f. A pet store that provides space and appropriate care for cats and/or dogs that are owned by an animal shelter or an animal rescue organization and maintained at a pet store for the purpose of adopting those dogs and cats to the public.
- g. Hobby breeders.

(3) Certificate of source. A pet dealer or pet shop that obtains dogs or cats from a permitted source shall post conspicuously on the cage of each dog and cat the following information:

- a. The name and address of the source from which the dog or cat was obtained and date thereof;
- b. Copy of a notarized affidavit of verification from the source from which the dog or cat was obtained;
- c. A copy of the certificate of source shall also be provided to the purchaser or transferee of any pet;
- d. A description of the dog or cat, including species breed, sex, color, and distinctive markings, physical condition and health, and age (if known); and
- e. For each dog or cat receiving medical care while in the custody or control of the pet dealer or pet shop, the type of service rendered, date, and veterinarian's name.

(4) Special Magistrate. Citations issued for violation of any provision of this Division shall be enforced in proceedings under the Special Magistrate hearing procedures of Chapter 2,

Article VI, of the City Code of Ordinances, and are solely within the power, authority, and jurisdiction of the City's Special Magistrate.

(5) Penalties. Any person who violates this section shall be subject to a fine of \$250.00 per day per animal for the first violation within a twelve-month period, and a fine of \$500.00 per day per animal for any subsequent violation within a twelve-month period. The Jacksonville Beach Police Department AC shall enforce the provisions set forth within this section. Each day any violation of any provision of this section shall continue constitutes a separate offense.

DIVISION VI – ANIMAL CRUELTY, NEGLECT, AND ABANDONMENT

Sec. 5-43. Neglect; abandoning animals; animal confinement; tethering.

(1) It shall be unlawful for any person to neglect or abandon an animal. Violations of this section are deemed irreparable or irreversible in nature.

(2) For purposes of this division, it shall be considered neglect if one or more of the following occurs:

- a. Failing to provide any one of the following: sufficient potable water; sufficient wholesome food; adequate shelter with a sufficient, level floor; at least three structurally sound walls and a solid roof to protect the animal from the weather, extreme temperature (hot or cold) and direct sunlight; current and active veterinary care/treatment to prevent suffering; sufficient exercise and wholesome exchange of air. A standard of usual and customary practice, based upon the guidelines of the Jacksonville Veterinary Medical Society, the Florida Veterinary Medical Association and/or the American Veterinary Medical Association, shall be used to define active veterinary care/treatment;
- b. Keeping an animal in an enclosure that prevents the animal from free and full movement with full extension of its limbs (including standing fully upright) and/or without exercise and wholesome exchange of air. Nothing in this section is meant to prohibit the temporary transport of animals in 'airline crates' or the use of a temporary crate that may not allow for full extension of all limbs and full movement and to stand erect and turn fully around while cleaning the enclosure or to separate animals while feeding. Crates used for temporary holding of animals in conjunction with or training for dog shows, performance events, or hunting are not covered by this provision if such holding period does not include overnight or extended periods of more than two hours, while not in transport, in such confined spaces that may not allow for full extension and free movement. Nothing in this section is meant to restrict the use of crates that allow the animal(s) to fully extend all limbs, allow the animal(s) to stand fully erect without touching the walls or top of the crate, allow the animal(s) to fully turn around, and allow the animal(s) sit and lay down without obstruction;

- c. Caging or confining an animal and failing to supply the animal, during such caging or confinement, with sufficient water, with sufficient space to stand fully erect on all legs, and/or to turn completely around within the cage or confinement and with sufficient wholesome food;
- d. Allowing an animal to live in extreme filth, excessive feces, unsanitary conditions, obnoxious odors such as urine and feces; or
- e. Restraint by tethering:
 - i. No person shall tether an animal to a stationary or inanimate object as a means of confinement or restraint unless such person is outside with the animal and the animal is at all times visible to such person. No person shall, under any circumstances, tether any animal in a manner that is injurious to the animal's health, safety, and well-being.
 - ii. The tether shall not weigh more than one-eighth of the animal's body weight. When a violation of this provision occurs, an ACO is authorized to take reasonable measures to remove the animal from the tether and take the tether and animal to the shelter.
 - iii. The tether must be at least 12 feet in length with operative swivels on both ends.
 - iv. The tether shall be attached to a properly fitted collar or harness worn by the animal; the tether may not be attached to a slip/choke or prong collar.
 - v. The animal, while restrained by a tether, must be able to access proper shelter with sufficient floor, at least three walls, and roof to protect the animal from the weather, extreme temperatures, and direct sunlight; and is able to access sufficient potable water and sufficient wholesome food.
 - vi. In the interest of public safety, ACOs and LEOs are authorized to remove aggressive and dangerous dogs from tethers and impound such animals where the animal is accessible by children or the public without a secured fence or enclosure. Boarding fees will be the responsibility of the owner of the impounded dog.

- (3) For purposes of this division, it shall be considered abandonment if an animal is:
 - a. Left upon or beside any street, road, right-of-way, vacant lot, or other public property;
 - b. Left unattended on private property for greater than an amount of time deemed by an ACO as insufficient for proper care; or
 - c. If a maimed, sick, infirm, or diseased animal is forsaken entirely and left to die.

Any LEO or ACO may exercise discretion to determine whether an animal is abandoned before or after a 48 hour period.

This section excludes the drop off or relocation of feral cats and cats that are part of the community cats program as abandonment, only if relocated by an ACO or licensed trapper.

(4) Special Magistrate. Citations issued for violation of any provision of this chapter shall be enforced in proceedings under the Special Magistrate hearing procedures of Chapter 2, Article VI, of the City Code of Ordinances, and are solely within the power, authority, and jurisdiction of the City's Special Magistrate.

(5) Penalties. Any person who violates this section shall be subject to a fine of \$100.00 for the first violation, a fine of \$250.00 for the second violation, and a \$500.00 fine for any subsequent violations. The Jacksonville Beach Police Department AC shall enforce the provisions set forth within this section.

Sec. 5-44. Cruelty to animals.

(1) It shall be unlawful for any person to overload, overdrive, torture, torment, or deprive of necessary sustenance, food, or drink, or unnecessarily or cruelly beat, mutilate, or kill any animal or cause or permit either of such offenses to be committed.

(2) It shall be unlawful for any person to willfully and maliciously steal, kill, wound, or injure any animal which is the property of another or willfully and maliciously administer poison to any animal or expose any poisonous substance with intent that the same shall be taken and swallowed by any animal which is the property of another.

(3) It shall be unlawful for any person to willfully and maliciously mistreat any animal within the limits of the City.

(4) It shall be unlawful to carry any animal in or upon any vehicle in an inhumane way so as not to provide for protection, safety, and comfort of the animal.

- a. It shall be unlawful to carry an animal in the back of an open vehicle without being safely tethered in two or more places or placed in a secured crate or cage that allows for proper ventilation to avoid injury or jumping out of the vehicle and without protecting the animal from extreme weather conditions.
- b. It shall be unlawful to leave an animal unattended in a vehicle in a way that endangers the health or well-being of the animal due to heat, cold, lack of adequate ventilation, or lack of food or water, or other circumstances that could reasonably be expected to cause suffering or death.
- c. A LEO or ACO who finds an animal in a vehicle as described in subsections a. and b. above may enter the vehicle by using the amount of force reasonably necessary to remove the animal. A LEO or ACO who acts in substantial compliance with the provisions of this section shall be immune from civil and criminal liability; and the City shall also be held immune from civil liability.

(5) Any act, omission, or neglect whereby unnecessary or unjustifiable pain or suffering is caused, permitted, or allowed to continue to an animal when there is reasonable remedy or relief shall be considered cruelty, and is unlawful under this section.

(6) Special Magistrate. Citations issued for violation of any provision of this chapter shall be enforced in proceedings under the Special Magistrate hearing procedures of Chapter 2, Article VI, of the City Code of Ordinances, and are solely within the power, authority, and jurisdiction of the City's Special Magistrate.

(7) Penalties. Any person who violates this section shall be subject to a fine of \$500.00 for each animal. The Jacksonville Beach Police Department AC shall enforce the provisions set forth within this section.

Sec. 5-45. Animals found in distress, taking custody of neglected/mistreated animals.

(1) The purpose of this section is to provide a means by which a neglected or mistreated animal may be removed from its present custody or made the subject of an order to provide care issued to its owner by the county court, any City of Jacksonville Beach LEO, ACO, Florida Fish and Wildlife Conservation Commission, or any society or association for the prevention of cruelty to animals and protected and disposed of appropriately and humanely.

(2) Any City of Jacksonville Beach LEO, ACO, Florida Fish and Wildlife Conservation Commission, or any society or association for the prevention of cruelty to animals may either lawfully take custody of any animal found neglected or cruelly treated by removing the animal(s) from its present location, or order the owner of any animal found neglected or cruelly treated to provide certain care to the animal at the owner's expense without removal of the animal from its present location, and shall file a petition seeking relief under this section in the county court within 10 days after the animal is seized or an order to provide care is issued. The Court in which the petition is filed shall have jurisdiction over the action.

(3) Any City of Jacksonville Beach LEO, ACO, Florida Fish and Wildlife Conservation Commission, or any society or association for the prevention of cruelty to animals taking custody of an animal pursuant to this section shall have written notice served, at least three days before the hearing scheduled under subsection (2), upon the owner of the animal, if he or she is known and is residing in the county where the animal was taken, in accordance with Florida Statutes Chapter 48 relating to service of process. The sheriff of the county may not charge a fee for service of such notice.

- (4) a. Any City of Jacksonville Beach LEO, ACO, Florida Fish and Wildlife Conservation Commission, or any society or association for the prevention of cruelty to animals taking custody of an animal pursuant to this section shall provide for the animal until either:
- i. The owner is adjudged by the court to be able to adequately provide for, and have custody of, the animal, in which case the animal shall be returned to the owner upon payment by the owner for the care and provision for the animal while in the agent's or officer's custody; or
 - ii. The animal is turned over to the officer or agent pursuant to paragraph c.

- b. If the court determines that the owner is able to provide adequately for, and have custody of, the animal, the order shall provide that the animal in the possession of the officer or agent be claimed and removed by the owner within 7 days after the date of the order.
- c. If the court's judgment is that the owner of the animal is unable or unfit to adequately provide for the animal, the owner must obey and follow the courts order and directives.

(5) Fees and disposition of animals:

- a. AC or Jacksonville Animal Care and Protective Services (JACPS) shall shelter and care for any animal seized until disposition by the court, including any appeal.
- b. If the court determines that the owner is not guilty of any violation of this section and is able and fit to provide adequately for and have custody of the animal, then the court shall enter an order providing that the animal be claimed by the owner and removed from the custody of AC within seven days after the date of the order, or the animal is considered abandoned by the owner and becomes the property of AC.
- c. If the court determines that the owner violated this section, but is, nevertheless able and fit to provide adequately for one or more of the animal(s) seized, the court's order shall indicate each animal that may be redeemed and shall provide that the animal be claimed by the owner and removed from the custody of AC within seven days after the date of the order, or the animal is considered abandoned by the owner and becomes the property of AC. The order may also require that, prior to redeeming such animal, the owner must pay all applicable fines (including outstanding fines issued by AC) and court costs, and shall require the owner to pay all impound fees, boarding fees, applicable veterinary expenses, other medical expenses and all other costs associated with the care and maintenance of the animal(s) redeemed and any other animals seized by AC that are not to be redeemed. The court may hold a separate hearing for proof of costs.
- d. If the court determines that the owner is unable or unfit to adequately provide for the animal(s), the court's order shall provide that the owner shall have no further custody of the animal(s) and that the animal(s) shall become the property of AC. The order may also require that the owner must pay all applicable fines (including outstanding fines issued by AC and court costs) and shall require the owner to pay all impound fees, boarding fees, applicable veterinary expenses, and other medical expenses and all other costs associated with the care and maintenance of the animal seized. The court may hold a separate hearing for proof of costs.
- e. If the court also determines that the owner is unable or unfit to provide for any animal(s) not already seized and taken into custody by an ACO, then the court may also order that any or all other animal(s) in the custody of the owner be turned over to AC for adoption or humane disposition. Pursuant to Section 828.073, Florida Statutes, the court may also enjoin the owner's further possession or custody of other animals.

DIVISION VII – IMPOUNDMENT, SURRENDER AND REDEMPTION

Sec. 5-46. Impounding of animals.

(1) An ACO and LEO is authorized to capture and impound, in a place maintained or designated for that purpose, any animal that is stray, at-large, or as otherwise authorized by this chapter.

(2) No animal shall be held for more than seven days or less than three days before being transferred from AC to JACPS.

(3) AC shall not be required to shelter and care for any feral, wild, or exotic animals other than those to be placed temporarily for the community cat program seeking proper veterinary care.

(4) AC shall not be required to shelter or care for any animal that is severely injured, has a contagious disease or is deemed by AC as a danger to the community or an undue risk to employees of AC unless such animal has a currently registered microchip or ownership information in the form of a private identification tag on the animal. All animals without such positive, traceable identification that meet the previous criteria shall be expeditiously and humanely euthanized.

Sec. 5-47. Owner surrenders.

(1) Jacksonville Beach is an open admission shelter for the City and no other cities. AC is technically a no-kill shelter, but works with JACPS, which is a kill shelter. In order for an animal to be surrendered, two proofs of residency must be provided (e.g., driver's license, electric bill), and proof of ownership of the animal must be provided. A friend, relative, neighbor, etc., cannot surrender an animal. *Exception:* The original owner passes away, and then a family member can surrender the animal. Fees may be waived at the discretion of the ACO.

a. Fees for owner surrendered animals:

i. \$50.00 owner surrender fee for each animal turned in.

ii. A current rabies vaccination is required. If the owner cannot provide a current rabies certificate, an additional \$25.00 is added to the owner surrender fee.

iii. If the animal is not spayed or neutered, the surrender fee is \$150.00.

b. The fee must be paid at the time of the surrender by cash or check.

(2) The owner must fill out and sign the owner surrender form. This relinquishes all rights to the animal and gives the City rights to the animal.

Sec. 5-48. Conditions preventing redemption.

(1) No animal that has been in recent contact with a rabid animal may be redeemed until the animal has been held for the prescribed period of observation (10 days).

(2) No animal that is infected with, or is suspected of being infected with, any dangerous disease that is communicable to humans or other animals including, but not limited to, rabies, distemper, and parvovirus, as determined by a veterinarian, may be redeemed and shall be expeditiously and humanely euthanized.

(3) No dog previously classified as a dangerous dog may be redeemed pending any hearing requested by the owner to stop an order to euthanize the dog. Such animals shall be expeditiously and humanely euthanized after any requested hearing or within 10 business days if no notice of hearing request is received.

(4) No animal prohibited by law from being kept as a household pet may be redeemed.

(5) At the discretion of AC, an animal that is not subject to redemption may be medically treated and placed with a facility or agency equipped for care of such animal, or the animal may be humanely euthanized.

(6) All dogs, cats, and ferrets four months of age or older must have current rabies vaccinations in accordance with Section 828.30, Florida Statutes, and must be properly tagged in order to be redeemed. The owner must produce to AC a rabies vaccination certificate from a veterinarian and any other information necessary in order for AC to determine that the animal has a current vaccination.

Sec. 5-49. Redemption costs.

The dogs or cats impounded under this article may be redeemed by the owner thereof by paying the cost of feeding for the period confined, expenses accrued for services rendered, and other charges as follows:

<u>First offense</u>	<u>\$20.00</u>
<u>Second offense</u>	<u>\$30.00</u>
<u>Third offense</u>	<u>\$50.00</u>
<u>Feeding each animal per day.....</u>	<u>\$5.00</u>

DIVISION VIII – RABIES VACCINATION

Sec. 5-50. Required.

No dogs or cats shall be owned or kept in the City unless as provided in this division.

Sec. 5-51. Rabies certificate.

The owner shall carry proof showing that such dog, cat, and ferret has been vaccinated against rabies within the last 12 months. The certificate of a veterinarian, licensed to practice veterinary medicine and surgery by the Board of Veterinary Examiners of the State of Florida, shall be accepted as conclusive evidence to the fact and time of such vaccination.

Sec. 5-52. Rabies vaccination required.

(1) The owner(s) of every dog, cat, or ferret four months of age or older shall have it vaccinated against rabies by a veterinarian. Said owner must maintain, on an annual basis or duration of the valid vaccination, proof from the veterinarian who administered it of a current rabies vaccination. If a veterinarian administers a vaccination licensed by the United States Department of Agriculture that is approved for three-year duration of immunity, a dog or cat may be vaccinated at three to four months of age with a booster at one year and every three years thereafter.

A dog, cat, or ferret is exempt from rabies vaccinations if a veterinarian has examined the animal and has certified in writing that vaccinating the animal at that time would endanger the animal's health because of its age, infirmity, disability, illness, or other medical considerations. An exemption under this provision that extends beyond 12 months must be renewed annually through submission of a new exemption letter. No exemption letter shall be deemed valid after one year from the date it was written.

(2) In order to protect the public's health and safety, no person shall be the owner of or have as a pet, or harbor within the city, a known or potential rabies vector or high-risk animal that cannot be immunized against rabies including, but not limited to, fox, raccoon, skunk, bat, and bobcat.

(3) Suspected rabies cases will be handled according to the health code as established by the state department of environmental health (authorized by F.S. § 381.006).

(4) Violators of this section shall be guilty of a municipal offense punishable as provided in section 5-24.

Sec. 5-53. Confinement when rabid.

If a dog or cat is suspected of having rabies, or has been bitten by a dog or cat suspected of having rabies, such dog or cat shall be confined by a chain on the owner's premises, and the Humane Society or licensed veterinarian notified at once. The dog or cat shall then be removed to the proper place for observation for a period of 10 days at the expense of the owner.

Sec. 5-54. – 5.70. – Reserved.

ARTICLE III. - DOGS WITHIN THE OUTDOOR DINING AREAS OF PUBLIC FOOD SERVICE ESTABLISHMENTS

Sec. 5-71. Authority.

Section 509.233, Florida Statutes, authorizes the city to adopt an ordinance and issue a permit to public food service establishments that provides an exemption from Section 6-501.115 of the Food and Drug Administration Food Code in order to allow dogs in the outdoor dining areas

of their establishment. The purpose of such local permit requirement is to protect the health, safety, and welfare of the public.

Sec. 5-72. Permit authorization.

The city manager or his/her authorized representative is hereby authorized to issue such permit following the application on a form as provided by the city on the condition that the public food service establishment seeking such permit has complied with all the requirements of Section 509.233, Florida Statutes, and this article.

Sec. 5-73. Violations.

Violations of this article shall be referred to the Special Magistrate of the City of Jacksonville Beach for disposition in accordance with Section 162.06, Florida Statutes, and will be reported to the Florida Division of Hotels and Restaurants in accordance with Section 509.233, Florida Statutes.

Sec. 5-74. Permits.

Public food service establishments choosing to allow patrons' dogs within certain designated outdoor portions of their establishment must apply for and receive a permit from the city before allowing dogs on their premises.

- (1) Application for a permit must include the following information:
 - a. The name, location, and mailing address of the public food service establishment.
 - b. The name, mailing address, and telephone contact information of the permit applicant.
 - c. A diagram and description of the outdoor area to be designated as available to patrons' dogs, including dimensions of the designated area; a depiction of the number and placement of tables, chairs, and restaurant equipment, if any; the entryways and exits to the designated outdoor area; the boundaries of the designated area and of other areas of outdoor dining not available to patrons' dogs; any fences or other barriers; surrounding property lines and public rights-of-way, including sidewalks and common pathways. The diagram or plan must be accurate and to scale, but need not be prepared by a licensed design professional.
 - d. A listing of the days of the week and hours of operation that the patrons' dogs will be permitted in the designated outdoor area.

(2) Permits issued pursuant to this section shall establish that dogs are not allowed to travel through indoor or undesignated outdoor portions of the public food service establishment, and ingress and egress to the designated outdoor portions of the public food service establishment must not require entrance into or passage through any indoor area of the food establishment.

(3) Permits issued pursuant to this section shall require the public food service establishment to provide:

- a. Waterless hand sanitizer at all tables in the designated outdoor area.
- b. A kit, maintained near the designated outdoor area, with the appropriate materials for cleaning and sanitizing an area soiled by dog waste.

(4) Permits issued pursuant to this section shall not be transferred to a subsequent owner upon the sale of the public food service establishment, but will expire automatically on the sale of the establishment. Subsequent owners must reapply for a permit if the subsequent owner wishes to continue to accommodate patrons' dogs.

Sec. 5-75. Required signs.

Public food service establishments that obtain the necessary permit to allow dogs into designated outdoor areas must provide the following signage:

(1) Requirements. Signs must comply with the following requirements:

- a. Lettering must be no less than a 36 point font.
- b. Lettering must be in a contrasting color to the sign background so as to be visible and readable.

(2) Employee signs. Signs with the following rules must be prominently posted in an employee area:

- a. All public food service employees must wash their hands promptly after touching or handling dogs.
- b. Employees are prohibited from touching or handling dogs while they are serving food or beverages or handling tableware.
- c. Employees must not allow dogs to come in contact with dishes, utensils, tableware, linens, or other items involved in food service operations.
- d. Dogs are not allowed on chairs, tables, or other furnishings.
- e. All table and chair surfaces must be cleaned and sanitized with a proper sanitization product between seating of patrons.
- f. Spilled food and/or drink must be removed from the floor or ground between seating of patrons.
- g. Accidents involving dog waste must be cleaned, and the area sanitized immediately with a proper sanitizing agent.

(3) Patron signs. Signs with the following rules must be posted at the entrance to the designated outdoor area allowing dogs:

- a. Patrons are advised to wash their hands with the waterless hand sanitizer provided at tables for that purpose.
- b. Patrons must keep their dog on leash at all times and must keep their dog under control.
- c. Dogs are not allowed to come in contact with dishes, utensils, tableware, linens, or other items involved in food service operations.
- d. Dogs are not allowed on chairs, tables or other furnishings.

- e. Accidents involving dog waste must be cleaned and the area sanitized immediately with a proper sanitizing agent.

Sec. 5-76. Fees.

Fees may be set by resolution of the city council.

Sec. 5-77. Liability.

This article in no manner assumes responsibility, obligation, or liability for any functions of the Florida Division of Hotels and Restaurants for the proper operations of such businesses as established by state and federal laws. By issuing any permit under this section, the City of Jacksonville Beach assumes no responsibility, obligation, or liability related to the public food service establishment choosing to allow dogs within the outdoor dining area.

Sec. 5-78. – 5-79. – Reserved.

ARTICLE IV – HEN REGULATION

Sec. 5-80. Purpose and intent.

The purpose of this article is to authorize and regulate the keeping of backyard hens in specified residential zones under specified criteria within the City, to establish the criteria and limitations to avoid adverse impacts on neighboring properties and residents, and to provide for the safety and health of hens. Nothing herein shall supersede any effective, recorded deed restriction prohibiting backyard hens on property located within the corporate limits of the City.

Sec. 5-81. General requirements, improvements, and prohibitions.

- (1) The maximum number of hens permitted on any property shall be five.
- (2) All food for hens shall be stored in rodent and predator-proof containers.
- (3) Hens shall not be permitted to trespass on neighboring properties, be released or set free, and shall be kept within an enclosed pen according to the requirements of this article at all times.
- (4) Hens shall not be kept on any property without a properly issued permit authorizing such use.
- (5) Coops and enclosed pens shall be kept clean and sanitary at all times so that they do not become a nuisance due to odor, noise, pests, or any other nuisance condition.
- (6) Hens shall be kept for personal use only. The selling of hens, eggs, or manure, as well as breeding of chickens for commercial purposes, is prohibited.
- (7) Hens shall not be slaughtered within the corporate limits of the City.

(8) Hens that are no longer wanted by their owners shall not be abandoned, released into the wild, or taken to the City's AC.

(9) If a public health emergency is declared by the Duval County Health Department related to hens, the permit holder shall comply with any requirements including, but not limited to, the removal of hens from the property.

(10) Under no circumstances shall ducks, geese, turkeys, peafowl, pheasants, quail, peacocks, male chickens, or any other poultry or fowl other than hens be kept on any property.

(11) The following improvements are required at the time of application and permit issuance and throughout the duration of an active permit to keep hens on a property:

- a. An enclosed pen that is:
 - i. At least 10 square feet per hen; and
 - ii. Well-drained so that there is no moisture accumulation.
- b. A coop that is:
 - i. At least three square feet per hen;
 - ii. Covered and ventilated to allow for a wholesome exchange of air; and
 - iii. Attached to or within an enclosed pen that allows for free movement between the coop and enclosed pen.
- c. Coops and enclosed pens shall:
 - i. Not exceed six feet in height;
 - ii. Not exceed 100 square feet in total area;
 - iii. Be fully enclosed and secured from predators; and
 - iv. Be anchored in a manner acceptable to the City to prevent them from becoming airborne during a wind event.
- d. Opaque fencing or comparable landscaping that screens coops and enclosed pens from view by adjoining neighbors shall be installed.

Sec. 5-82. Permit required.

(1) Any person seeking to keep a hen on their property must first obtain a permit from the City authorizing such use.

(2) Prior to issuance of a permit authorizing hens on a property, an applicant shall submit to the City the following:

- a. A permit application containing the following information:
 - i. The name of the applicant;
 - ii. The address of the property where hens are to be kept;
 - iii. The maximum number of hens to be kept on the property at any given time;
 - iv. The property owner's authorization if the applicant is not the property owner of record; and

- v. An oath that no deed restrictions apply to the subject property or proof that deed restrictions, if any, do not prohibit the keeping of hens on the property.
 - b. A Certificate of Completion demonstrating that the applicant has completed the Backyard Poultry Seminar offered by the Duval County Agricultural Extension Office; and
 - c. Application fee of \$25.00 dollars.
- (3) Permits shall only be valid for the address provided.
- (4) Permits shall only be valid for the maximum number of hens approved.
- (5) As a condition of the issuance of the permit, the applicant and property owner (if different) shall consent to the inspection of the subject property by the City upon receiving a complaint related to hens to ensure compliance with the requirements of this article.

Sec. 5-83. Permitted zoning locations.

- (1) Hen(s) shall only be permitted on parcels developed with a single-family dwelling located within the following zoning districts, which have a minimum lot size of 5,000 square feet:
- a. RS-1, Residential, single-family.
 - b. RS-2, Residential, single-family.
 - c. RS-3, Residential, single-family.
- (2) Under no circumstances shall hens be kept on property developed with multiple-family, two-family (duplex), or townhouse dwellings as defined in the City of Jacksonville Beach Land Development Code, nor may any hens be kept on any non-residential property or development.
- (3) Coops and enclosed pens shall be located within the rear yard of a property only and shall be at least five feet from side and rear property lines. No coop or enclosed pen shall be located in front or side yards.

Sec. 5-84. Effects on other parts of this chapter.

Under no circumstances shall any dog, cat, or other authorized animal pursuant to this chapter that maims or kills a hen, for that reason alone, be considered a dangerous animal.

Sec. 5-85. Enforcement.

- (1) Violations of this article shall be referred to the Special Magistrate of the City of Jacksonville Beach for disposition in accordance with Section 162, Florida Statutes, and City Code Chapter 2, Article VI.
- (2) A finding by the Special Magistrate of illegal slaughter or neglect of hen(s) will result in revocation of the permit issued pursuant to this article.

(3) Additionally, the City may take any other action or remedy authorized by law or in equity, including but not limited to, instituting an action in court to enjoin violations, in which case the violator and property owner shall be jointly and severally liable to the City for reimbursement of the City's attorneys' fees and costs incurred in such action through any appellate action, if taken.

SECTION 4. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause, or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 6. CODIFICATION. The City Council intends that this Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances, and it shall entirely replace the current Chapter 5 in the City Code.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2021.

Christine H. Hoffman, Mayor

Laurie Scott, City Clerk

Approved as to form and legal sufficiency:

Chris Ambrosio 3/16/21
Chris Ambrosio, City Attorney



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Chris Ambrosio, City Attorney
DATE:	March 16, 2021
SUBJECT:	Ordinance No. 2021-8163 [Second Reading]
	City Council Meetings Start Time

BACKGROUND

Pursuant to Section 286.011, Florida Statutes, the governing body of a municipality can act validly only when it sits as a joint body, at an authorized meeting, duly assembled pursuant to such notice as is required by law. Chapter I, Section 6, of the City Charter, provides that the council shall meet at such times as may be prescribed by ordinance or resolution, but not less frequently than once each month, at regularly specified times. Currently, the City Code of Ordinances Chapter 2, Sec. 2-16 *Regular meetings*, reads as follows, "The regular meetings of the city council shall be held at 7:00 p.m. on the first and third Monday of each month, with the exception of the months of January and July. In the months of January and July, there will be one regular city council meeting held on the third Monday at 7:00 p.m. In the event the regular council meeting falls on a holiday, that meeting shall be held on the following working day at 7:00 p.m. unless directed otherwise by city council."

During a Council Briefing held on February 22, 2021, the City Council directed the City Attorney to prepare an ordinance to replace the regular City Council meeting start time of 7:00 P.M. with optional start times that are to be determined by the City Manager or the Mayor to be conducive to citizen input, City Council operations, or other public purposes that help conduct City business.

On March 15, 2021, the City Council approved Ordinance No. 2021-8163 on first reading with amendment to the Ordinance of the following words represented as strikethrough and underline text: "to be determined by the City Manager ~~or~~ and the Mayor."

FINANCIAL IMPACT

None

REQUESTED ACTION

Adopt/Deny Ordinance No. 2021-8163, replacing the regular City Council meeting start time of 7:00 P.M. with optional start times as determined by the City Manager and the Mayor.

ATTACHMENTS

Ordinance No. 2021-8163

Introduced by: Council Member Cory Nichols
1st Reading: March 15, 2021
2nd Reading: April 5, 2021

ORDINANCE NO. 2021-8163

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND CHAPTER 2, ARTICLE II, SECTION 2-16, OF THE CODE OF ORDINANCES TO REPLACE THE CITY COUNCIL REGULAR MEETING 7:00 P.M. START TIME WITH OPTIONAL START TIMES THAT ARE TO BE DETERMINED BY THE CITY MANAGER AND THE MAYOR TO BE CONDUCIVE TO CITIZEN INPUT, CITY COUNCIL OPERATIONS, OR OTHER PUBLIC PURPOSES; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach (“City”) has the authority to adopt this Ordinance pursuant to Art. VIII, § 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to Section 286.011, Florida Statutes, the governing body of a municipality can act validly only when it sits as a joint body, at an authorized meeting, duly assembled pursuant to such notice as is required by law; and

WHEREAS, Chapter I, Section 6, of the City Charter provides that the council shall meet at such times as may be prescribed by ordinance or resolution, but not less frequently than once each month, at regularly specified times; and

WHEREAS, currently the City Code of Ordinances Chapter 2, Sec. 2-16 *Regular meetings*, reads as follows: The regular meetings of the city council shall be held at 7:00 p.m. on the first and third Monday of each month, with the exception of the months of January and July. In the months of January and July there will be one regular city council meeting held on the third Monday at 7:00 p.m. In the event the regular council meeting falls on a holiday, that meeting shall be held on the following working day at 7:00 p.m. unless directed otherwise by city council; and

WHEREAS, during a City Council Briefing held on February 22, 2021, the City Council directed the City Attorney to prepare an ordinance that would replace the regular City Council meeting start time of 7:00 P.M. with optional start times that are to be determined by the City Manager or the Mayor to be conducive to citizen input, City Council operations, or other public purposes that help to conduct City business; and

WHEREAS, during a City Council meeting held on March 15, 2021, City Council approved this Ordinance on first reading with the amendment to change the word “or” to “and” between the City Manager and City Mayor as used in the Ordinance; and

WHEREAS, the City Council hereby finds that this Ordinance serves legitimate government purposes, it is a permissible exercise of the City's powers and authority, and it serves the best interests of the citizens and City Council to conduct City business.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA:

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The above recitals and legislative findings are ratified, correct, and made a part of this Ordinance.

SECTION 2. THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, CHAPTER 2, SEC. 2-16 IS HEREBY AMENDED AND SHALL READ AS FOLLOWS.¹

Sec. 2-16 *Regular meetings*. The regular meetings of the city council shall be held at ~~7:00 p.m.~~ optional start times that are to be determined by the City Manager and the Mayor to be conducive to citizen input, City Council operations, or other public purposes that help to conduct City business on the first and third Monday of each month, with the exception of the months of January and July. In the months of January and July there will be one regular city council meeting held on the third Monday at ~~7:00 p.m.~~ start times that are to be determined by the City Manager and the Mayor to be conducive to citizen input, City Council operations, or other public purposes that help to conduct City business. In the event the regular council meeting falls on a holiday, that meeting shall be held on the following working day at ~~7:00 p.m.~~ a start time that is to be determined by the City Manager and the Mayor to be conducive to citizen input, City Council operations, or other public purposes that help to conduct City business unless directed otherwise by city council.

SECTION 3. CONFLICTING ORDINANCES, RESOLUTIONS, POLICIES AND ACTS. All ordinances, resolutions, policies, and acts previously adopted or entered into by the City that are in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 4. SEVERABILITY. If any section, subsection, clause, or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. CODIFICATION. The City Council intends that this Ordinance be made a part of and codified in the City of Jacksonville Beach Code of Ordinances.

SECTION 6. EFFECTIVE DATE. This Ordinance will immediately take effect upon its adoption by the City Council.

¹ ~~Strikethrough~~ text denotes text to be deleted; underlined text denotes text to be added.
Ordinance No. 2021-8163

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2021.

Christine H. Hoffman, Mayor

Laurie Scott, City Clerk

Approved as to form and legal sufficiency:

Chris Ambrosio 3/16/21
Chris Ambrosio, City Attorney



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Chris Ambrosio, City Attorney
DATE:	March 23, 2021
SUBJECT:	Ordinance No. 2021-8164 [First Reading]
	Repeal of Chapter 33, Article III, "Rental Motorcycles"

BACKGROUND

The current City Code of Ordinances Chapter 33, Article III, "Rental Motorcycles" is no longer relevant or being utilized by any City department. It serves no current or future purpose for the City. Particularly, the City Clerk's Office and City Police Department do not utilize and have no intention of utilizing, the current Chapter 33, Article III, either directly or indirectly through department operations, policies, ordinances or resolutions. As such, it is appropriate to repeal Chapter 33, Article III, in its entirety as part of the overall legal process to amend, revise and improve the City Code of Ordinances and Charter.

FINANCIAL IMPACT

None.

REQUESTED ACTION

- Approve/Disapprove Ordinance No. 2021-8164, on the first reading, and schedule a second reading for April 19, 2021.

ATTACHMENTS

- Ordinance No. 2021-8164 with the current City Code of Ordinances Chapter 33, Article III, "Rental Motorcycles" attached and incorporated by reference.

Introduced by: _____
1st Reading: _____
2nd Reading: _____

ORDINANCE NO. 2021-8164

**AN ORDINANCE OF THE CITY OF JACKSONVILLE
BEACH, FLORIDA, TO REPEAL CODE OF ORDINANCES
CHAPTER 33, ARTICLE III, "RENTAL MOTORCYCLES,"
IN ITS ENTIRETY; PROVIDING FOR REPEAL,
SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, the City of Jacksonville Beach ("City") has the authority to adopt this Ordinance and to repeal its ordinances pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes; and

WHEREAS, City Code of Ordinances Chapter 33, Article III, "Rental Motorcycles," originally created in 1955, has become outdated, irrelevant and unnecessary, it is not utilized by a City department, and it serves no current or future purpose for City business or operations; and

WHEREAS, particularly, the City Clerk's Office and City Police Department, do not utilize the current Chapter 33, Article III, "Rental Motorcycles," either directly or indirectly through department operations, policies, ordinances or resolutions; and

WHEREAS, the City Attorney has been providing ordinances to the City Council in order to make amendments, improvements, and revisions to the City Code of Ordinances, and he is working on amendments to improve the City Charter; and

WHEREAS, the City Council finds that the current City Code of Ordinances Chapter 33, Article III, "Rental Motorcycles," in its current form dating to 1955, has no current or future purpose or use by the City, so it can be repealed in its entirety.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA:

SECTION 1. RECITALS. The above recitals are ratified and made a part of this Ordinance.

SECTION 2. REPEAL. City Code of Ordinances Chapter 33, Article III, "Rental Motorcycles," is hereby repealed in its entirety. The current Chapter 33, Article III, which shall be repealed, is attached to and incorporated into this Ordinance by reference.

SECTION 3. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2021.

Christine H. Hoffman, Mayor

Laurie Scott, City Clerk

CITY OF JACKSONVILLE BEACH CODE OF ORDINANCES

CHAPTER 33, ARTICLE III. - RENTAL MOTORCYCLES

Sec. 33-68. - Definition.

Motorcycle is hereby defined, for the purposes of this article, to be a motorized vehicle having two (2) wheels or such vehicle equipped with a single-seat sidecar.

(Code 1955, § 23-117.1)

Sec. 33-69. - Brake horsepower.

All motorcycles for rent must be propelled by a power source not exceeding a maximum of one hundred (100) cubic centimeters displacement.

(Code 1955, § 23-117.2)

Sec. 33-70. - Speed governors.

Each motorcycle for rent shall be governed to a maximum speed of twenty-five (25) miles per hour. Such method of governing the speed shall be beyond tampering with by the actual operator.

(Code 1955, § 23-117.3)

Sec. 33-71. - Tandem seats and sidecars.

A single motorcycle for rent, if equipped with a tandem seat, shall not carry more than two (2) passengers, including the operator. If a motorcycle for rent is equipped with a sidecar and a tandem seat, then its passenger capacity is limited to three (3), including the operator.

(Code 1955, § 23-117.4)

Sec. 33-72. - Crash helmet and footwear.

The rentor shall furnish all passengers of rental motorcycles with approved crash helmets. All helmets shall meet the specifications of the state department of public safety. All passengers must wear shoes that cover the entire feet, with a hard or semihard (tennis shoes) soles. Sandal type shoes not covering the top of the foot are not acceptable as adequate footwear.

(Code 1955, § 23-117.5)

Sec. 33-73. - Persons eligible to rent.

Rental motorcycles shall be rented only to persons legally qualified to operate them, which fact shall be determined in advance by the rentor.

(Code 1955, § 23-117.6)

Sec. 33-74. - Identification marking.

Rental motorcycles shall have the capital letter "E" painted on the rear of each vehicle. The letter "E" shall be in a contrasting color and shall be at least three (3) inches in height.

(Code 1955, § 23-117.7)

Sec. 33-75. - Rental hours.

Motorcycles shall be rented only between the hours of 8:00 a.m. and 10:00 p.m.

(Code 1955, § 23-117.8)

Sec. 33-76. - Information to persons renting.

The rentor shall inform all persons renting motorcycles that the vehicles may be operated only in the area bordered on the east by the Atlantic Ocean, on the west by Third Street (State Road A1A), on the south by Sixteenth Avenue South, and on the north by Twentieth Avenue North (Seagate Avenue) and on State Road A1A (Third Street) and on Beach Boulevard; and that the speed limit on the ocean beach is ten (10) miles per hour. Such information shall also be posted in a conspicuous place at the place of business of the rentor in letters not less than two (2) inches in height.

(Code 1955, § 23-117.9)

Sec. 33-77. - Authority to chief of police to inspect vehicles.

The chief of police or his representative is authorized to inspect brake horsepower and speed governor requirements of this article.

(Code 1955, § 23-117.10)



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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Chris Ambrosio, City Attorney
DATE:	March 23, 2021
SUBJECT:	Ordinance No. 2021-8165 [First Reading]
	Chapter 10, "Fire and Life Safety," Article V, "Building and Fire Code Board of Appeals"

BACKGROUND

The current Code of Ordinances Chapter 10, "Fire and Life Safety," Article V, "Building and Fire Code Board of Appeals" was created by Ordinance No. 2020-8153 in order to comply with the requirement to create a Fire Code Board of Appeals by the Fire Prevention and Life Safety Code at that time. The current Fire Prevention and Life Safety Code does not require that municipalities provide a Board of Appeals to review Fire Marshal decisions, as long as there is some established means and due process in place to appeal a Fire Marshal fire code decision. It is optional to maintain a Building and Fire Code Board of Appeals to review Fire Marshal fire code decisions. There have been no appeals of the Fire Marshal's decisions in almost 20 years. The Fire Marshal finds that the Board has not been needed and is not needed while several adequate alternative methods for appeals are available, and it has been difficult to find qualified candidates that are interested in serving on the Board.

Ordinance No. 2021-8165 creates a purpose, scope, and process and procedure for appeals of the Fire Marshal fire code violation decisions. It is a simple alternative which provides adequate means and process for appeals. This Ordinance also provides that the State Fire Marshal's Office and National Fire Protection Association may additionally be utilized for appeals.

FINANCIAL IMPACT

None.

REQUESTED ACTION

- Approve/Disapprove Ordinance No. 2021-8165 on the first reading, amending the City Code of Ordinances, Chapter 10, Article V, "Building and Fire Code Board of Appeals," and schedule a second reading for April 19, 2021.

ATTACHMENTS

- Ordinance No. 2021-8165
- Current City Code of Ordinances, Chapter 10, Article V, "Building and Fire Code Board of Appeals"

Introduced by: _____
1st Reading: _____
2nd Reading: _____

ORDINANCE NO. 2021-8165

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND AND RETITLE CODE OF ORDINANCES CHAPTER 10, ARTICLE V, “BUILDING AND FIRE CODE BOARD OF APPEALS;” PROVIDING FOR ADOPTION OF RECITALS AND LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach (“City”) has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes; and

WHEREAS, the current City Code of Ordinances Chapter 10, “Fire and Life Safety,” Article V, “Building and Fire Code Board of Appeals,” was created in 2020 through Ordinance No. 2020-8153 in order to comply with the then current edition of the Fire Prevention and Life Safety Code to create a Fire Code Board of Appeals; and

WHEREAS, currently the Fire Prevention and Life Safety Code does not require that municipalities provide a Board of Appeals to review Fire Marshal decisions, as long as there is some established means and due process in place to appeal a Fire Marshal fire code decision; and

WHEREAS, it is optional to maintain a Board of Appeals to review Fire Marshal fire code violation decisions. There have been no appeals of the Fire Marshal’s decisions in almost 20 years. The Fire Marshal finds that the Board has not been needed while adequate alternative methods for appeals are available, and it has been very difficult to find qualified candidates to serve on the Board; and

WHEREAS, the Fire Marshal and City Attorney suggest that City Code of Ordinances Chapter 10, Article V, “Building and Fire Code Board of Appeals,” be amended with a more simple alternative which provides adequate means and process for appealing Fire Marshal fire code violation decisions; and

WHEREAS, the Fire Marshal and City Attorney have created a purpose, scope, and process and procedure for addressing appeals of the Fire Marshal fire code violation decisions, which are similar to the processes and methods previously in place; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose, it is a permissible exercise of the City’s powers and authority, and benefits the public health, safety, and welfare of the citizens, residents, and guests of the City of Jacksonville Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA:

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The above recitals and legislative findings are ratified, correct, and made a part of this Ordinance.

SECTION 2. CHAPTER 10, ARTICLE V, SECTION 10-5.01 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:¹

CHAPTER 10 – FIRE AND LIFE SAFETY

ARTICLE V. – ~~BUILDING AND FIRE CODE BOARD OF APPEALS OF FIRE MARSHAL’S~~ FIRE CODE INTERPRETATIONS

Sec. 10-5.01. – ~~Creation Purpose.~~

~~There is hereby created and established a board to be known and designated as the “Building and Fire Code Board of Appeals.” To provide an opportunity to grieve, appeal, and establish appellate due process for individuals and businesses who believe a fire code has been wrongly interpreted or that an improper decision has been rendered by the Fire Marshal’s office concerning the fire code as applied to their property.~~

SECTION 3. CHAPTER 10, ARTICLE V, SECTION 10-5.02 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.

Sec. 10-5.02. – ~~Powers and duties~~ Scope and procedures.

~~(a) The board of appeals shall provide reasonable interpretation of the provisions of Chapter 10, Article 111, Fire Prevention and Life Safety of the Code for the City of Jacksonville Beach and the FFPC as adopted thereby and issue rulings on appeals of the decision of the fire official and building official of the city. It is the intent of the Fire Marshal’s Fire Inspection/Code Enforcement program to gain voluntary compliance through the education of individuals, building operators, and contractors. In some circumstances, individuals may disagree with the Fire Marshal’s interpretation of the fire code. The process created by this section provides for an appeals process that is available to the aggrieved party.~~

~~(b) The rulings by the board of appeals shall be consistent with the letter and intent of the code as adopted in Chapter 10, Article 111, Fire Prevention and Life Safety of the Code for the City of Jacksonville Beach and the FFPC. When an individual believes the fire code has been interpreted incorrectly, they are to submit written notice to the Fire Marshal by hand delivery, professional courier, or U.S. certified mail, return receipt requested, to the Fire Marshal’s Office in the City of Jacksonville Beach City Hall. Within 10 days of receipt of the notice, the Fire Marshal and the aggrieved party shall meet and review the options available to the aggrieved party/~~

¹ ~~Strikethrough~~ text indicates deletions, underline text indicates additions.

complainant to achieve compliance with the fire code. If a resolution cannot be reached at this meeting, the Fire Marshal, with agreement of the Building Operator/Owner, may employ a fire code consultant to review the dispute and decision(s) at issue and make an independent recommendation to resolve the matter. Also, the State Fire Marshal's Office and National Fire Protection Association may be used in the appeal decision making process and resolution to the appeal.

In no circumstances will the appeal be allowed to cause a violation that jeopardizes life safety to go uncorrected. Every effort is to be extended to gain voluntary compliance. If compliance cannot be gained, the City Special Magistrate process will be utilized for enforcement.

~~(c) — The board shall hear appeals regarding the interpretations of the FFPC and/or the Florida Building Code by the fire official and/or building official.~~

~~(d) — If the decision of the fire official and the building official is to apply the provisions of either the Building Code or the Fire Prevention Code, the board may not alter the decision unless the board determines that the application of such code is not reasonable.~~

~~(e) — The board of appeals shall not have the authority to waive the requirements of the Florida Building Code, Chapter 10, Article 111, Fire Prevention and Life Safety of the Code for the City of Jacksonville Beach, or the FFPC.~~

~~(f) — The board of appeals decisions shall not be precedent setting.~~

SECTION 4. CHAPTER 10, ARTICLE V, SECTIONS 10-5.03 THROUGH 10-5.08 OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, ARE HEREBY DELETED IN THEIR ENTIRETY.

SECTION 5. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 7. CODIFICATION. The City Council intends that this Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances, and it shall replace the current Chapter 10, Article V in the City Code.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS ____ DAY OF _____, A.D., 2021.

Christine H. Hoffman, Mayor

Laurie Scott, City Clerk

ARTICLE V. - BUILDING AND FIRE CODE BOARD OF APPEALS

Sec. 10-5.01. - Creation.

There is hereby created and established a board to be known and designated as the "Building and Fire Code Board of Appeals."

(Ord. No. 2020-8153, § 3, 10-19-20)

Sec. 10-5.02. - Powers and duties.

- (a) The board of appeals shall provide reasonable interpretation of the provisions of Chapter 10, Article III, Fire Prevention and Life Safety of the Code for the City of Jacksonville Beach and the FFPC as adopted thereby and issue rulings on appeals of the decision of the fire official and building official of the city.
- (b) The rulings by the board of appeals shall be consistent with the letter and intent of the code as adopted in Chapter 10, Article III, Fire Prevention and Life Safety of the Code for the City of Jacksonville Beach and the FFPC.
- (c) The board shall hear appeals regarding the interpretations of the FFPC and/or the Florida Building Code by the fire official and/or building official.
- (d) If the decision of the fire official and the building official is to apply the provisions of either the Building Code or the Fire Prevention Code, the board may not alter the decision unless the board determines that the application of such code is not reasonable.
- (e) The board of appeals shall not have the authority to waive the requirements of the Florida Building Code, Chapter 10, Article III, Fire Prevention and Life Safety of the Code for the City of Jacksonville Beach, or the FFPC.
- (f) The board of appeals decisions shall not be precedent setting.

(Ord. No. 2020-8153, § 3, 10-19-20)

Sec. 10-5.03. - Means of appeal.

- (a) A substantially affected party with standing may appeal a decision of the fire official or building official when it is claimed that one (1) or more of the following conditions exist:
 - (1) The true intent of the Florida Building Code, Chapter 10, Article III, Fire Prevention and Life Safety of the Code for the City of Jacksonville Beach, or the FFPC has been incorrectly interpreted.
 - (2) The provisions of the Florida Building Code, Chapter 10, Article III, Fire Prevention and Life Safety of the Code for the City of Jacksonville Beach, or the FFPC do not fully apply.
 - (3) A decision is unreasonable or arbitrary as it applies to alternatives or new materials.
- (b) An appeal shall be submitted to the city in writing within thirty (30) calendar days of notification of violation. The appeal shall outline all of the following:
 - (1) The provision(s) of the Florida Building Code, Chapter 10, Article III, Fire Prevention and Life Safety of the Code for the City of Jacksonville Beach, or the FFPC from which relief is sought.
 - (2) A statement indicating which provisions of section 10-5.03(a) apply.
 - (3) Justification as to the applicability of the provision(s) cited in section 10-5.03(a).
 - (4) A requested remedy.
 - (5) Justification for the requested remedy stating specifically how the Florida Building Code, Chapter 10, Article III, Fire Prevention and Life Safety of the Code for the City of Jacksonville Beach, or the FFPC is complied with, public safety is secured, and fire fighter safety is secured.
- (c) A meeting of the board of appeals shall be held within thirty (30) calendar days of the filing of a notice of appeal.

(Ord. No. 2020-8153, § 3, 10-19-20)

Sec. 10-5.04. - Creation; composition; term of office.

- (a) *Composition.* Such board of appeals shall be composed of five (5) members to be appointed by the city council. The city council shall also appoint two (2) alternate members, a first alternate and a second alternate. The alternate members shall vote only in the absence of regular members. The first alternate member shall have priority to vote in the absence of the first regular member's absence.
- (b) *Qualifications.* Members of the board of appeals shall be a resident of the city for two (2) years prior to appointment, and a qualified elector. No member of the city council, city employee, or agent of the city shall serve on the board of appeals. To the greatest extent possible, members of the board of appeals shall be composed of members with expertise in engineering or architectural design, general contracting, fire protection contracting, fire department operations or fire code enforcement, building code enforcement, legal, and general public. No more than one (1) member shall represent the same field.
- (c) *Ex-officio member.* The city's fire official shall be an ex-officio member of the board of appeals and entitled to participate in all discussion. The ex-officio member shall not be entitled to a vote.
- (d) *Terms.* The term of office of each member, both full and alternate members, shall be three (3) years. When a person is appointed to fill the term of a departing member, the appointed member term will end on the date the departing members term would naturally end.

(Ord. No. 2020-8153, § 3, 10-19-20)

Sec. 10-5.05. - Removal from office.

- (a) In the event that any member is no longer a qualified elector or is convicted of a felony or an offense involving moral turpitude while in office, the city council shall terminate the appointment of such person as a member of the board of appeals and appoint a new member.

- (b) If any member of the board of appeals fails to attend the annual meeting without cause, the chairman of the board of appeals shall notify the city council who shall declare the member's office vacant and appoint a new member.

(Ord. No. 2020-8153, § 3, 10-19-20)

Sec. 10-5.06. - Vacancy.

Whenever a vacancy occurs on the board of appeals, the full-time member's position shall be served by an alternate member until a permanent member can be appointed by the city council. The city council shall appoint the new member within thirty (30) days of the vacancy.

(Ord. No. 2020-8153, § 3, 10-19-20)

Sec. 10-5.07. - Officers; quorum; rules of procedure.

- (a) *Chairman and vice-chairman.* At an annual organizational meeting, the members of the board of appeals shall elect one (1) of their members as chairman and one (1) as vice-chairman. The chairman shall be in charge of all proceedings before the board of appeals, shall decide all points of order on procedure, and shall take such action as shall be necessary to preserve the order and integrity of all proceedings. In the absence of the chairman, the vice-chairman shall act as chairman and shall have all powers of the chairman. The chairman and vice-chairman shall serve a term of one (1) year. No member shall serve as chairman for more than two (2) consecutive terms.
- (b) *Secretary.* The city clerk or his/her designated representative shall serve as secretary for the board of appeals. The secretary shall keep minutes of all proceedings, which minutes shall be a summary of all proceedings before the board of appeals and shall include the vote of all members upon every question, and be attested to by the secretary. The minutes shall also indicate whether a member is absent or disqualified from voting. The minutes shall be approved by a majority of the board of appeals members voting. In

addition, the secretary shall maintain all records of board of appeals meetings, hearings, proceedings, and the correspondence of the board of appeals as public records.

- (c) *Staff.* The city clerk or his/her designated representative shall be the professional staff for the board of appeals. Agendas and reports items will be produced by the city clerk or his/her designated representative with input from the fire official and/or building official as may be required.
- (d) *Quorum and voting.* No meeting of the board of appeals shall be called to order nor may any business be transacted by the board of appeals without a quorum consisting of at least three (3) members of the board of appeals being present. All actions shall require a simple majority of the members then present and voting. Members of the board of appeals are required to vote on all matters before the board of appeals unless they are absent or disqualified.
- (e) *Disqualification.* If a member of the board of appeals determines that they have private or personal interests in an issue that comes before the board of appeals, they may disqualify themselves from participation in that issue. A member of the board of appeals may be disqualified from participation on an issue by a majority vote of the board of appeals on the same grounds.
- (f) *Rules of procedure.* The board of appeals shall, by a majority vote of the entire membership, adopt rules of procedure for the transaction of business and shall keep a record of meetings, resolutions, findings, and determinations. The board of appeals may provide for transcription of such hearings and proceedings, or portions of hearings and proceedings, as may be necessary.

(Ord. No. 2020-8153, § 3, 10-19-20)

Sec. 10-5.08. - Meetings.

- (a) *General.* The board of appeals shall meet at least annually and shall meet as needed for the purpose of interpreting the provisions of the fire code and to

consider and rule on any properly filed appeal from a decision of the fire official and/or building official.

- (b) *Continuance.* If a matter is postponed due to lack of a quorum, the chairman shall continue the meeting as a special meeting to be held within seven (7) days thereafter. In case of delays caused by other reasons, the public hearing shall be rescheduled to the next board of appeals meeting. The secretary shall notify all members of the date of the continued public hearing and also shall notify all parties.
- (c) *Open to public.* All meetings and public hearings of the board of appeals shall be open to the public.
- (d) *Notice.* Public hearings shall be set for a time certain after due public notice.
- (e) *Compensation.* Members of the board of appeals may receive reimbursement for travel and other expenses while on official business for the board of appeals as approved and established by the city council.

(Ord. No. 2020-8153, § 3, 10-19-20)