

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6268

www.jacksonvillebeach.org

Council Briefing Notice

Monday, March 22, 2021

5:30 PM

Via

Video Conference

City Manager Mike Staffopoulos will conduct a **Council Briefing** to update the City Council about ongoing items in the City. The briefing will include, but not be limited to the following topics:

1. Ordinance No. 2021-8162 Micromobility Devices
2. Enterprise Resource Planning and Program Oversight and Implementation Support

Pursuant to the Governor's and the City's continued Declarations of a State of Emergency due to the COVID-19 pandemic, and current restrictions and limitations for social distancing and gatherings, the March 22, 2021, City of Jacksonville Beach, City Council Briefing will be conducted using video technology. The City is providing numerous options for public attendance at the briefing as listed on page 2 of this notice. The public is not invited to speak or present on any matter or topic at the briefing.

Council Members in attendance at the virtual briefing may include:

Mayor: Christine Hoffman

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

Please note: Council members in attendance at any briefing may vary, according to their schedules.



INSTRUCTIONS FOR VIEWING

The following CMT options are available to view and listen to the March 22, 2021, City Council Briefing:

1. View the meeting using the Zoom Platform:

Use this link to view the meeting starting at 5:30 P.M. on Monday, March 22, 2021: <https://us02web.zoom.us/j/87923002639>. When you click on the link, you will be prompted to download software for whatever platform or device you are using. To download the software in advance, visit this web site: <https://zoom.us/download>.

2. Listen to the meeting via phone:

You may listen to the live meeting audio from your phone by dialing 1-301-715-8592. When the meeting ID is requested, enter 879-2300-2639 and then press the # key. There is no participant ID number. If you are asked for this, press #. When dialing in by phone, your line will be automatically muted for the duration of the meeting.

3. Hearing or speech impaired access:

Contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

4. View and listen to a video of the meeting online:

Access the meeting by visiting the City of Jacksonville Beach YouTube Channel: [YouTube Channel for the City of Jacksonville Beach](#).

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing 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 or by sending an email to CityClerk@jaxbchfl.net.



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CITY COUNCIL BRIEFING ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Chris Ambrosio, City Attorney
DATE:	March 17, 2021
SUBJECT:	Ordinance No. 2021-8162
	An ordinance directed at commercially leased or rented electric personal assistive mobility devices, micromobility devices, and motorized scooters

BACKGROUND

In late 2020, the City experienced a sudden emergence and presence of commercially leased or rented electric personal assistive mobility devices, micromobility devices, and motorized scooters ("Devices") in the downtown area. City staff and City law enforcement officers observed users of these Devices riding in an unsafe manner; riding on sidewalks, the beach boardwalk promenade, pavilion paths and park areas; failing to observe traffic control devices and neglecting to stop at intersections with stop signs; failing to yield to pedestrians, and other dangerous maneuvers that have put people at risk. Devices have also been abandoned on public property, sidewalks, and rights-of-way (ROW). Currently, the City has no local regulations or laws to adequately and specifically address the permitting and safe regulation, management, and control of these Devices. Presently, Beach Life Rentals, Inc. ("Beach Life"), is the only known vendor in the City. At least one other vendor from Orlando has contacted the City Attorney to inquire about establishing a second commercial Device business in the City.

On December 21, 2020, the City Council adopted Ordinance No. 2020-8157 as an emergency measure to place a temporary moratorium on commercially leased or rented Devices in the City. The temporary moratorium remains in effect for a period of 12 months from its effective date (December 28, 2020), or until it is repealed by the City Council as part of its adoption of permanent regulations, whichever is sooner. Curt DeWitt, local owner/vendor of Beach Life, spoke at the December 21, 2020 City Council meeting about his commercial leasing operations of the Devices. The City Attorney also provided a substantive briefing to City Council. City Council directed staff to develop a permanent ordinance that serves public safety and welfare, and that regulates the commercial operation and use of leased or rented Devices.

The City Manager, City Attorney, Commander Evans of the Police Department, and Mr. DeWitt discussed the City's public safety concerns and the Beach Life business operations and Devices' GPS/remote controller mechanisms.



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Separately, City Administration, Legal, Finance, Clerk, Police, and Planning and Development Department personnel met to discuss the many topics associated with a permanent ordinance concerning the Devices. The concerns of staff continue to be focused on public health and safety.

On January 25, 2021, the topic was discussed again at a City Council briefing. Topics discussed included vendor and user regulations, time of use, geographic areas of use, business registration, application and permits, public safety, fees and maximum number of vendors/Devices, rebalancing and designated parking corrals, retrieval, storage, and handling abandoned Devices. The City Attorney also explained that the Ride Fiik Participant Release of Liability and Assumption of Risk Agreement and the Ride Fiik Rider Agreement Waiver of Liability and Release provide the City with no protections.

The City Attorney worked with the Clerk's Office, Planning and Development, Finance, Public Works, Administration, and the Police Department to draft the attached proposed Ordinance No. 2021-8162.

After extensive review and discussion, the City Attorney and the departments recommend that, if Council desires to proceed with allowing Devices in the City, then a pilot program be installed in order for the departments to report to Council after the trial period. The City of Jacksonville recently instituted a pilot program for e-devices.

FINANCIAL IMPACT

The financial impact of proposed regulations cannot be determined at this time due to the indeterminate amount of collections that may arise from enforcement of regulations. Staff will monitor all financial transactions from enforcement activities to ascertain any emerging trends.

COUNCIL DIRECTION REQUESTED

- Does City Council wish to proceed with an ordinance that creates a temporary pilot program to test the regulation of commercially leased or rented Devices?
- If so, which elements would Council like to be the focus of the pilot program ordinance?
- Does City Council wish to proceed with a permanent ordinance like the attached draft Ordinance No. 2021-8162?
- If so, which categories and elements would Council want included in or removed from the Ordinance?

ATTACHMENTS

- Working Draft version of Ordinance No. 2021-8162.

Introduced by: _____
1st Reading: _____
2nd Reading: _____

ORDINANCE NO. 2021-8162

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 31, "TRAFFIC AND MOTOR VEHICLES," BY ADDING ARTICLE V, "SHARED MICROMOBILITY DEVICES," SECTIONS 31-83 THROUGH 31-93 TO PROVIDE REGULATIONS OF COMMERCIALY RENTED ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES, MICROMOBILITY DEVICES, AND MOTORIZED SCOOTERS; 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 pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes; and

WHEREAS, Section 316.008(1)(t), Florida Statutes, authorizes local government authorities to reasonably exercise their police powers to adopt and enforce regulations as may be necessary to cover special conditions; and

WHEREAS, Section 316.2068(5), Florida Statutes, authorizes a municipality to regulate the operation of electric personal assistive mobility devices on any road, street, sidewalk, or bicycle path under its jurisdiction if the governing body of the municipality determines that regulation is necessary in the interest of safety; and

WHEREAS, Section 316.2128(1), Florida Statutes, provides that a local government through the exercise of its powers under Section 316.008, Florida Statutes, may regulate and govern the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction; and

WHEREAS, Section 31-5(l) City Code of Ordinances prohibits micromobility devices and motorized scooters from being operated on sidewalks, sidewalk areas, and the promenade or public boardwalk adjacent to the bulkhead line; and

WHEREAS, Section 316.003(23), Florida Statutes, defines an electric personal assistive mobility device as any self-balancing, two-nontandem-wheeled device, designed to transport only one person, with an electric propulsion system with average power of 750 watts (one horsepower), the maximum speed of which, on a paved level surface when powered solely by such a propulsion system while being ridden by an operator who weighs 170 pounds, is less than 20 miles per hour, and electric personal assistive mobility devices are not vehicles as defined in this section; and

WHEREAS, Section 316.003(39), Florida Statutes, defines a micromobility device as any motorized transportation device made available for private use by reservation through an online application, website, or software for point-to-point trips and which is not capable of traveling at a speed greater than 20 miles per hour on level ground, and the term includes motorized scooters and bicycles; and

WHEREAS, Section 316.003(46), Florida Statutes, defines a motorized scooter as any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground, and the term does not include an electric bicycle; and

WHEREAS, in 2020 the City experienced a sudden, unusual presence and increasing use of commercially rented electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City downtown area; and

WHEREAS, City law enforcement officers observed users of electric personal assistive mobility devices, micromobility devices, and motorized scooters riding in an unsafe manner, riding on sidewalks, the beach boardwalk promenade, pavilion paths, and park areas, failing to observe traffic control devices, and neglecting to stop at intersections with stop signs, failing to yield to pedestrians, and other dangerous maneuvers that have put people at risk; and

WHEREAS, the local commercial vendor who rents these devices and scooters advised City officials that although he was not prepared for the immense popularity of these devices and scooters, his business plan is to obtain more such devices and increase rentals at hotels and storefronts throughout the City; and

WHEREAS, the City anticipates that competitor commercial vendors will soon attempt to establish business operations in the City and potentially set countless devices in the City; and

WHEREAS, at the time of the sudden emergence of the devices and scooters, the City had no regulation or ordinance in place to adequately address this special commercial rental enterprise to serve the public health, safety, and welfare, or to provide protections for users and the public and City property; and

WHEREAS, at a City Council briefing held on November 9, 2020, the City Council discussed issues posed by this special circumstance, and decided that a temporary moratorium on the commercial permitting, renting, and use of rented electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City would be necessary; and

WHEREAS, on December 21, 2020, the City Council adopted emergency Ordinance No. 2020-8157 which imposes a 12 month temporary moratorium on the commercial leasing, rental, and use of commercially leased or rented electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City; and

WHEREAS, City Council instructed staff to continue researching and working on permanent regulations and solutions to these emergent conditions including, but not limited to, permitting and licensing regulations, zoning regulations, police powers regulations, traffic safety, and public safety; and

WHEREAS, on January 25, 2021, the City Council was briefed by the City Attorney and staff on the research pertaining to the many aspects of a regulatory ordinance and city ordinances found throughout Florida and other states, and the City Council Members discussed the elements of the City's proposed ordinance and regulations; and

WHEREAS, the City intends to implement the best approach to permit and govern the leasing, rental, and use of electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City; and

WHEREAS, it is not the purpose or intent of this Ordinance to adversely affect local businesses that lawfully engage in the business of leasing electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City; and

WHEREAS, it is in the City's best interest to regulate micromobility services in order to promote the health, safety, and welfare of City residents, businesses, and guests, to promote traffic safety, and to ensure the public rights-of-way are used in a safe and lawful manner; and

WHEREAS, Section 162.03(2), Florida Statutes, provides that a municipality can authorize special magistrates to preside over violations of noncriminal ordinances and to hold hearings and assess fines against violators of municipal codes and ordinances; and

WHEREAS, Sections 162.02 and 162.21(8), Florida Statutes, allows a municipality to enforce its codes or ordinances by any legal, equitable and effective means; and

WHEREAS, the City finds a legitimate public purpose and it is in the best interests of the public health, safety, and welfare to impose Ordinance regulations on the commercial leasing, rental, and use of commercially rented or leased electric personal assistive mobility devices, micromobility devices, and motorized scooters in 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. THAT THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA IS HEREBY AMENDED BY ADDING TO CHAPTER 31 – “TRAFFIC AND MOTOR VEHICLES”, ARTICLE V TO BE TITLED “SHARED MICROMOBILITY DEVICES,” AND ADDING SECTIONS WITHIN ARTICLE V TO BE NUMBERED “31-83 THROUGH 31-93,” WHICH SAID ARTICLE AND SECTIONS SHALL READ AS FOLLOWS.

ARTICLE V. – SHARED MICROMOBILITY DEVICES

Sec. 31-83. – Purpose and applicability.

The purpose of this article is to permit and regulate commercially leased and rented shared electric personal assistive mobility devices, micromobility devices, and motorized scooters in the City of Jacksonville Beach, Florida (“City”). This article is supplemental to the general laws of the State of Florida, including Chapter 316, Florida Statutes, entitled “State Uniform Traffic Control.” All definitions from Chapter 316 (as amended) are incorporated herein by reference. This article applies to any and all commercially leased or rented shared electric personal assistive mobility devices, micromobility devices, and motorized scooters operating within the corporate limits of the City as permitted, to ensure that they are consistent with the safety and well-being of all motor traffic, bicyclists, pedestrians, and other users of the public rights-of-way and areas of travel. For the purpose of this article, the commercial vendor applicant, managing agent, vendor, and owner of the commercial enterprise shall be jointly and severally liable for complying with the provisions of this article and the City permit.

Sec. 31-84. – Definitions.

For purposes of this article, the following words and phrases, when used in this article, shall have the meanings respectively ascribed to them in this section:

Abandoned shared micromobility device means a shared micromobility device that is left unattended or unused for 60 minutes or more, outside of the boundaries of a corral, on any public property, right-of-way, roadway, or any other public area, road, sidewalk, or parking lot.

Applicable state laws shall mean all general laws of the State of Florida relating to mobility devices and motorized scooters. All commercially rented shared electric personal assistive mobility devices, micromobility devices, and motorized scooters will operate in a manner consistent with and subject to applicable general laws of the state including, without limitation, the entirety of F.S. Chapter 316, the “Florida Uniform Traffic Control Law,” as amended. The City in this article reserves all municipal home rule powers to impose more restrictive regulations for public safety, traffic safety, use of City right-of-way, insurance, permitting and licensing, data sharing, public parking, users, and similar requirements concerning commercially shared devices.

Bicycle shall have the meaning ascribed to it in F.S. § 316.003, as amended.

City owned property means property owned, occupied, managed, operated, maintained or controlled by the City pursuant to deed, easement, lease, license, or dedication. When City owned property is identified for use for shared micromobility devices, it shall be considered an ancillary ROW area subject to City right-of-way standards and regulations under the jurisdiction and authority of the City.

Corral means the designated parking zones for shared micromobility devices, typically installed within private property. Shared micromobility devices that are within a corral are not considered abandoned.

Electric personal assistive mobility device(s) shall have the meaning ascribed to it in F.S. § 316.003, as amended. Electric personal assistive mobility device(s) are further defined, in the context of this Article, as a device, with an electric motor, designed to transport only one person, exclusively or in combination with the application of human power, which for purposes of this Article, shall not be allowed to attain a speed of more than 15 miles per hour in ROW, bike lanes, streets or lanes of traffic. For purposes of this ~~ordinance article~~, the term does not include bicycles.

Geofence(s) or geofencing means the use of a Global Positioning System (GPS) or similar technology to create a virtual geographic boundary where permitted commercially rented shared micromobility devices may be balanced or rebalanced, may begin or end, may be prohibited from operation, regulated, monitored, disabled, enabled, may enter or leave a particular area, are capable of receiving specialized speed limits, or other uses and electronic signals and programs.

Micromobility device shall have the same meaning ascribed to it in F.S. § 316.003, as amended, with exception for purposes of this ~~ordinance article~~, the term does not include bicycles. Motorized device(s) are further defined, in the context of this article, as a device, with an electric motor, designed to transport only one person, exclusively or in combination with the application of human power, which for purposes of this article, shall not be allowed to attain a speed of more than 15 miles per hour in ROW, bike lanes, streets or lanes of traffic.

Motorized bicycle means a bicycle propelled by a combination of human power and an electric helper motor capable of propelling the vehicle at a speed of not more than 15 miles per hour on level ground, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels, or as otherwise defined by Florida law.

Motorized scooter(s) shall have the meaning ascribed to it in F.S. § 316.003, as amended. Motorized scooter(s) are further defined, in the context of this article, as a device, with an electric motor, designed to transport only one person, exclusively or in combination with the application of human power, which for purposes of this article, shall not be allowed to attain a speed of more than 15 miles per hour in bike lanes or streets. For purposes of this ~~ordinance article~~, the term does not include bicycles.

Pedestrian means people utilizing sidewalks, sidewalk area or rights-of-way on foot and shall include people using wheelchairs or other Americans with Disabilities Act (ADA)-compliant devices.

Rebalancing means the process by which shared micromobility devices are redistributed by the commercial vendor to ensure their availability throughout an authorized service area and to prevent excessive accumulation of shared micromobility devices at locations throughout the City.

Relocate, relocating, or removal means the process by which the City moves a shared micromobility device and either secures it at a designated location for the vendor to retrieve after payment of applicable fines and/or penalties or places the shared micromobility device at a proper distribution point.

Public Right(s)-of-way or ROW means any public roadway, highway, boulevard, road, freeway, bridge, alley, court, street, bicycle lane, public sidewalk, easement, and terrace that is owned, granted by easement, operated, controlled, or held in trust by the City, and includes any other dedicated public area for travel purposes.

Service area means the geographical area within the City where the commercial vendor is authorized to offer shared micromobility devices for its users/customers as defined by the this article.

Shared micromobility device(s) means any motorized transportation electric personal assistive mobility devices, micromobility device, and motorized scooter made commercially available for private use whether by reservation through an online application, website, software, in-person rental, or any other lawful means for point-to-point trips and which is not capable of traveling at a speed greater than 15 miles per hour on level ground. This term includes commercially rented electric personal assistive mobility devices, micromobility devices, and motorized scooters, bicycles, and motorized bicycles as defined in Chapter 316, Florida Statutes. This definition does not include a privately owned electric personal assistive mobility devices, micromobility devices, and motorized scooters, bicycle, or motorized bicycle which is solely used for private purposes and transportation by its owner.

Sidewalk means that portion of a street between the curb line, or the lateral line, of a roadway and/or parallel to the road, and the adjacent property lines, intended for use by pedestrians and bicycles. Shared micromobility devices are prohibited from operating on sidewalks.

User or customer means a person who uses a shared micromobility device from a permitted commercial vendor and is at least 18 years of age. No person under 18 years of age is allowed to rent or use a shared micromobility device and will not be an authorized user.

Permit application means the application and all associated materials required by the City in order for a vendor to obtain a permit authorizing the vendor to operate a commercial share micromobility device service or business in the City.

Prohibited operation area(s) means public sidewalks, sidewalk areas, and the promenade or public boardwalk adjacent to the bulkhead line upon which all shared micromobility devices, electric personal assistive mobility devices, micromobility devices, and motorized scooters are prohibited from operating.

Vendor means an individual or company that has been issued a City permit pursuant to this article that owns, operates, redistributes, rebalances, rents or leases shared micromobility devices to individuals on a short-term basis for a price or fee within the City.

Sec. 31-85. - Establishment and criteria for shared micromobility devices on public rights-of-way.

(1) The City hereby establishes the following criteria for the operation of shared micromobility devices within bike lanes, roadways, and public rights-of-way within the City

service area. The City Manager may from time to time create designated areas where shared micromobility devices may not be operated, or where the maximum shared micromobility device operating speed must be reduced and may create designated parking zones (e.g., corrals) in certain areas where the shared micromobility devices shall be parked. The City Clerk's Office will maintain a map reflecting service areas, geofencing areas, and prohibited areas where the shared micromobility devices may not be operated and/or the speed of shared micromobility devices must be reduced. The vendor shall provide all relevant maps to its users to properly inform the users of all permissible and prohibited use areas. The City Manager, or ~~his or her~~ designee, may administratively issue, promulgate, and establish additional rules and regulations consistent with this article and applicable laws, as determined to be necessary to affect the policies of this article. Specifically, the City Manager or designee may designate days, times, and/or events when use of shared micromobility devices may be restricted.

(2) Shared micromobility devices shall not be operated in the City unless a vendor has obtained a permit from the City. The City Manager is authorized to develop the criteria, terms, and conditions of the permit, and any other documents related to regulating shared micromobility devices. The vendor shall comply with all terms and conditions contained in the permit.

(3) No more than 125 shared micromobility devices may be deployed by one vendor in the City at one time. No more than two vendors shall be permitted to operate within the City at one time. The City Manager, at his/her discretion, reserves the right to reduce the total number of shared micromobility devices permitted to operate within City limits at any time and for any reason. Shared micromobility devices that are impounded or removed and stored by the City shall count towards the maximum permitted shared micromobility devices authorized within the City.

(4) A vendor permit may be obtained only upon submission of the required application and fees to the City Clerk, with any and all requirements, limitations, and restrictions applicable under this article. A City permit shall not be transferred, assigned, conveyed, shared, or converted in any way. ~~No permit shall be conditionally approved.~~

(5) Notwithstanding subsections (2), (3), and (4), the City retains the right to require vendors to reduce the size of their fleet or cease operations in the event vendors repeatedly fail to timely rebalance or remove shared micromobility devices blocking the right-of-way, or to timely respond to complaints received by the City or for repeated failure to comply with this article or permit requirements or refusal to obey with City law enforcement officials.

(6) Vendors may request an increase to their fleet of shared micromobility devices every 90 days during each permitted term, up to the maximum number allowed. Such request shall be in writing and addressed to the City Manager. All written requests for additional fleet increases shall be evaluated and may be approved by the City Manager. Each vendor is required to disclose the total number of devices in the vendor's fleet at the time of application.

(7) Prior to initial offering and deployment of the shared micromobility devices fleet, a vendor who possesses a City permit shall demonstrate, for an authorized City official or officer, the safe operation of a shared micromobility device and any software operations application that the vendor will use to lease and control all shared micromobility devices in the vendor's fleet.

(8) The City Manager, with assistance from City departments, shall have authority to approve all shared micromobility device deployment locations and corrals. Conditional use approval is required for each location where shared micromobility devices may be corralled, including the base operation location.

(9) Each permit will be valid for one year from the date of issuance. ~~Shared micromobility device~~ ~~P~~permits and conditional use permits are not transferable or assignable without the expressed written approval of the City Manager or designee or as provided for in Chapter 34 of the City Code. Preference will be given to renewal of current permit holders who have had no violations under their permit, however, the City is not required to renew a permit of a current permit holder and the City is under no obligation to allow any vendors to operate in the City. Each permit shall be subject to the current ~~permit~~ local business tax fee in effect at the time of application.

(10) Upon expiration of the permit, vendors will not be permitted to operate within the City and shall immediately cease operations and, within two business days of the expiration of the permit, vendors shall remove all devices from the City, unless otherwise directed by the City Manager. Failure to remove all devices within the two business day timeframe, may result in the City removing the devices and the vendor having to pay applicable fees to recover the devices from the City in accordance with this article.

(11) A vendor is not eligible to apply for a permit if it currently has a suspended permit, the City has revoked its permit within two years of the date of application, and/or it has any outstanding and unsatisfied civil penalties, fees, or charges imposed for violations of this article, or if the vendor is found to have violated Florida or federal law in any way associated with the vendor's operation of the shared micromobility device business.

(12) All shared micromobility devices shall at all times be equipped with operational GPS, cell phone or comparable technology for the purposes of tracking, monitoring and controlling the device. Each shared micromobility device shall prominently display the name of the operator and contact information for a customer service number for customers and citizens to report safety concerns, make complaints, ask questions, or request that a shared micromobility device be relocated.

(13) A vendor may have one sign designating corrals where that vendor's shared micromobility devices may be parked, but the sign must comply with the City's sign regulations and be approved by the Director of Planning and Development or his/her designee. As a condition of approval of a permit, the applicant must agree and acknowledge that all signs are subject to the City sign regulations and prior approval of the sign must be received by the Director prior to installation. The vendor is required to allow placement of a City QR Code at the rental locations and on signs at corrals with a link to City operational requirements for users.

(14) The City, without notice, reserves the right to remove shared micromobility devices from any location if an emergency arises that necessitates such removal. In these instances, the vendor will not be charged a removal or storage fee unless the device was abandoned and would have otherwise been subject to removal and storage fees under this article.

Sec. 31-86. – Permit application requirements.

After the vendor receives conditional use approval from the Planning and Development department for each corral location and base operation location, the vendor must apply for a permit by submitting an application to the City Clerk's Office on the form required by the City Clerk. A complete application consists of the following:

(1) The number of shared micromobility devices the applicant will deploy. The initial fleet must be a minimum of one and no more than 125 shared micromobility devices.

(2) Proof that each shared micromobility device in the applicant's fleet has customer service information displayed on the shared micromobility device, unique identifiers, the ability to be tracked remotely, and a kickstand capable of keeping the shared micromobility device upright when not in use.

(3) Proof that an education plan is provided to each user, including user safety, instructions for operation of the shared micromobility device, parking rules, availability of corrals, the recommendation that a helmet be worn at all times, the permitted and prohibited service areas, use of the geofencing maps, and all applicable state laws.

(4) A plan to relocate the shared micromobility devices to a private facility within 24 hours after notification by the City, county, or state in the event of an emergency or declared severe weather event. The plan must detail the amount of time it will take to remove all shared micromobility devices from circulation when an emergency or severe weather watch or warning has been established. The plan must detail the means by which no shared micromobility device will pose a danger to the public in the event of an emergency or severe weather event.

(5) An affirmation that the applicant agrees to be bound by and to the City with respect to the indemnification and hold harmless provisions set forth in Sec. 31-92.

(6) An affirmation that the applicant will provide proof of the insurances required by this article prior to issuance of a permit by the City.

(7) Proof that a legal entity applicant is registered and active under the laws of Florida to do business under the name for which it has applied for a permit.

(8) The name, mailing, physical, and email addresses, and telephone number of the natural person(s) located within Duval County that the applicant has authorized to be its agent for the purposes of this article and for purposes of contact by the City.

(9) An affirmation that no fraud or willful or knowing misrepresentation or false statement or information is provided in the application.

(10) An affirmation that the applicant will comply with this article and with applicable federal and state laws.

(11) An affidavit from the private property owner granting the applicant permission to use the property for placing a corral for shared micromobility devices and proof of the conditional

use approval from the Planning and Development department for each corral location and base operation location.

(12) A map and site plan for each proposed base operation location and for each proposed corral location.

(13) Payment of the required local business tax receipt fee ~~and other permit fees~~ required by this article.

Sec. 31-87. – Procedures for vendor permit application; grant or denial of permit.

(1) Interested vendors must submit an application for a permit to the City Clerk's Office.

(2) Within ~~10~~ 45 business days from the date of receipt, the Clerk's office shall review the application. The City shall conditionally grant a permit if the applicant has submitted a complete application that satisfies each of the criteria in the application form.

(3) If the application is approved, the City shall issue a permit upon the applicant's payment of required fees and proof of insurance.

(4) If the City denies the permit application, the reason for such denial shall be provided in writing and shall advise that the applicant may correct deficiencies in the application within seven calendar days of the notice of denial without incurring an additional application fee.

(5) If a permit is finally denied, the Clerk will proceed to review the next on hold application in the order received.

Sec. 31-88. – Operation of a shared micromobility device; vendor's responsibilities and obligations; device specifications.

(1) A vendor is responsible for maintenance of each shared micromobility device. Shared micromobility devices must be well-maintained and in good operating condition at all times and must be built to withstand the effects of weather and constant use.

(2) Vendors shall designate two local operational staff who will be responsible for fielding complaints, addressing technical difficulties, coordinating the rebalancing and removal of scooters parked illegally, and providing user education. The vendor must also provide a direct customer service or operations staff contact to City department staff who must be available 24/7/365.

(3) Each vendor may operate of their shared micromobility devices between the hours of 8:00 a.m. to 11:00 p.m. every day of the week. Each vendor is responsible for disabling its fleet each night and removing all shared micromobility devices from public property each night. The vendor may rebalance its fleet beginning at 6:00 a.m. each day; however, the shared micromobility devices may not be enabled for public use until 8:00 a.m. Shared micromobility devices that are found or being operated during unauthorized hours shall be removed by the City and stored.

(4) All shared micromobility devices shall be restricted to a maximum speed of 15 miles per hour on roads within the City.

(5) All shared micromobility devices shall be equipped with GPS or a comparable technology for the purpose of tracking and controlling the shared micromobility device. The GPS and comparable technology shall ensure that the shared micromobility devices can be located and adhere to all geofence restrictions.

(6) All shared micromobility devices shall prominently display the vendor's company name and contact information, including a toll-free telephone number; in addition to this contact information, the vendor may provide the vendor's website uniform resource locator (URL) or provide a code to download the vendor's mobile application.

(7) Vendors must comply with all applicable local, state, and federal regulations and laws.

(8) Vendors must provide an emergency preparedness plan to the City that details where the shared micromobility devices will be located and the amount of time it will take to secure all shared micromobility devices once a tropical storm or hurricane warning has been issued by the National Weather Service. The vendor must promptly secure all shared micromobility devices within 12 hours of an active tropical storm warning or hurricane warning issued by the National Weather Service. Following the tropical storm or hurricane, the City will notify the vendor when and where it is safe to redistribute the shared micromobility devices within the City.

(9) Shared micromobility devices that are inoperable/damaged, improperly parked, blocking ADA accessibility, or do not comply with this article must be removed by the vendor within one hour of the complaint. An inoperable or damaged shared micromobility device is one that has non-functioning features or is missing components. Shared micromobility devices that are not removed within this timeframe are subject to removal by the City and any applicable fees, code enforcement fines, or penalties.

(10) Vendors shall provide the user with all applicable geofencing maps and data to enable the user to safely and lawfully operate and park the shared micromobility device within the City.

(11) The vendor must notify users that the shared micromobility devices are to be operated at a person's own risk, and that no representation has been made by the City as to the condition of any City rights-of-way, streets and City owned property.

(12) Vendors must rebalance the shared micromobility devices by 8:00 a.m. EST daily based on the use within each service area as defined by the City Manager to prevent excessive accumulation of units in certain locations.

(13) The vendor's mobile application and website must inform users of how to safely and legally operate and park a shared micromobility device. The vendor's mobile application and website must provide information notifying a user that:

- a. Unless otherwise prohibited, shared micromobility devices may be operated on streets in a manner similar to bicycles, and the user must obey all traffic laws and traffic control signs and devices;
- b. Shared micromobility devices are to be operated at the user's own risk, and no representation is being made by the City as to the condition of the any street, sidewalk, sidewalk area or any City owned property;
- c. Shared micromobility devices shall at all times yield to pedestrians and shall give an audible signal before overtaking and passing such pedestrian; and
- d. Use of a helmet is strongly encouraged while operating a shared micromobility device.

(14) The vendor's mobile application and website must clearly direct users to customer support mechanisms, including but not limited to phone numbers and/or websites.

(15) All shared micromobility devices shall comply with the lighting standards set forth in F.S. § 316.2065(7), as may be amended or revised, which requires a reflective front white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

(16) All shared micromobility devices must include a kickstand capable of keeping the unit upright when not in use.

(17) The only signage allowed on a shared micromobility device is to identify the vendor. Third-party advertising is not allowed on any shared micromobility device.

(18) The City Manager, at his/her discretion, may implement temporary operating restrictions by providing written notice to the vendor.

(19) The City Manager, at his/her discretion, may create geofenced areas where shared micromobility devices shall not be utilized or parked. The vendor must have the technology available to promptly implement these requirements upon request.

(20) Each vendor must be a business organization authorized to do business in the State of Florida and maintain active organizational status with the Florida Division of Corporations.

(21) If the City incurs a cost in addressing or abating any violation of this article, or incurs any cost of repair or maintenance of any public property resulting from the use of shared micromobility devices, the vendor shall reimburse the City for the full cost within 30 days of receiving written notification from the City.

Sec. 31-89. - Operation and parking of a shared micromobility device; user violations.

(1) The riding and operating of shared micromobility devices is permissible upon all streets, bike lanes, if applicable, and other areas a bicycle may legally travel within the City limits, except sidewalks and where prohibited by official posting, geofencing, or as designated in this article or the permit.

(2) A user of a shared micromobility device has all the rights and duties applicable to the rider of a bicycle under F.S. §316.2065, except the duties imposed by F.S. § 316.2065(2), (3)(b) and (3)(c), which by their nature do not apply to shared micromobility devices, and must comply with all applicable local, state, and federal laws. Under Florida law, a user is not required to wear a helmet during operation of the device but a helmet is encouraged. Shared micromobility device users who are in violation of this article, or in violation of applicable state laws including State Uniform Traffic Control Laws, will be subject to enforcement as provided by applicable Florida Laws, this article, and/or the City Code. Remedies are cumulative and are not exclusive.

(3) All shared micromobility devices shall be restricted to a maximum speed of 15 miles per hour.

(4) A person under the age of 18 may not operate or ride upon a commercially rented shared micromobility device. It is unlawful for the parent, legal guardian, family member, or custodian of a minor child to knowingly permit a child to violate any provision of this article.

(5) No more than one person may ride on any shared micromobility device. Users are prohibited from carrying any person on their person while using and operating a shared micromobility device (e.g., a child may not be carried in a backpack, child carrier, baby carrier, etc.).

(6) All shared micromobility devices must be parked in an upright position within or upon designated shared micromobility device parking corrals. All users of shared micromobility devices shall return the shared micromobility device to a designated parking corrals or the vendor's place of business at the end of each trip.

(7) Shared micromobility devices may only be parked on private property with the permission of the property owner. Corrals may only be installed on private property with the permission of the property owner.

(8) Shared micromobility devices may not be parked in a way that:

- a. Adversely affects, blocks or impedes travel lanes, bicycle lanes, streets or sidewalks;
- b. Inhibits pedestrian movement;
- c. Inhibits the ingress and egress of vehicles parked on- or off-street;
- d. Creates conditions which are a threat to public safety and security;
- e. Prevents a minimum five-foot pedestrian clear path;
- f. Impedes access to existing docking stations, if applicable;
- g. Blocks or impedes loading spaces or zones, passenger loading spaces or zones, valet parking service areas, handicap accessible parking zones or other facilities specifically designated for handicap accessibility;
- h. Violates Americans with Disabilities Act accessibility requirements;
- i. Blocks or impedes vehicular driveways or residential and building entrances;
- j. Blocks or impedes fire hydrants, call boxes, or other law enforcement or emergency facilities;
- k. Blocks or impedes public transportation, transit or public facilities;

- l. Blocks or impedes street furniture that requires pedestrian access (for example, benches, parking pay stations, or bicycle/news racks); or
- m. Blocks or impedes window displays.

(9) Shared micromobility devices that are parked in an incorrect manner must be re-parked, removed and/or relocated by its vendor within one hour of receiving notification from the City. Each vendor must diligently monitor the locations of its shared micromobility devices to ensure compliance with ADA requirements relating to public accessibility to sidewalks, buildings, and other such public facilities. The toll free telephone number or email address to notify a vendor of a shared micromobility device that is parked or located in such a manner as to violate ADA requirements must be prominently displayed on each device.

(10) A violation of the provisions of this section by persons operating an electric personal assistive mobility device, micromobility device, and motorized scooter (shared micromobility devices) shall be enforced by a police officer through a City citation and shall be deemed a noncriminal civil infraction as defined in Section 318.13(3), Florida Statutes. Failure of a user to follow Florida traffic laws or any part of this article shall be considered a violation that is enforceable and subject to penalties in any manner provided by this article or Florida law.

(11) Enforcement. Any City of Jacksonville Beach law enforcement officer is authorized to issue a citation to any violator of this article. A person who is issued a citation of this article shall sign and accept the citation indicating his/her receipt of a copy of the citation. Citations issued for violation of any provision of this article 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. The Special Magistrate shall have jurisdiction and authority to hold hearings for contests to citations, receive and evaluate evidence, to make a determination based upon the preponderance of the evidence as to whether the violations(s) listed in the citation were committed, and impose fines and fees against the violator consistent with this article. The decision of the Special Magistrate shall be the final action by the City. Formal rules of evidence shall not apply at the hearing and any relevant evidence may be admitted as deemed by the Special Magistrate. The hearing shall be conducted in a manner to ensure that procedural and substantive due process is afforded to both parties. A violation of the provisions of this article or Florida traffic laws may be enforced by a police officer in accordance with the following procedures and penalties:

- a. Citation Form. If a police officer finds a violation, the police officer shall issue a City citation to the violator. The notice shall inform the violator of the date and time of the violation, the name and address of the person to whom the citation is issued, the number or section of the code or ordinance violated, the nature of the violation, the amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting a Special Magistrate hearing within 10 days after service of the citation, and that failure to do so shall constitute an admission of the violation and waiver of the right to a hearing, and the name of the issuing officer. The citation shall also contain a space where the alleged violator of this article may sign to indicate that

he/she received a copy of the citation and shall also indicate the penalty established herein for violation of this article.

- b. A violator who has been served with a citation shall elect either to:

 - i. Pay the civil fine as follows for violations of this section:

 - 1. First offense \$100;
 - 2. Second offense \$250.00;
 - 3. Third offense \$500;
 - 4. Fourth and subsequent offenses \$1,000; or
 - ii. Request a hearing. The violator must provide written notification of such request to the City of Jacksonville Beach Police Department and the City Attorney, no later than 10 days from the date of the citation. Failure to timely submit the written request shall constitute waiver of the hearing option by the alleged violator and the City may proceed with enforcement and collection of the penalty. Upon receipt of the request for a hearing, the City Clerk's office shall issue a notice of hearing date to the person that requested the hearing. After the requested hearing, the Special Magistrate shall make a determination as to whether a violation has been committed and may impose a fine in accordance with this section and Florida law, plus court costs. An election to request a hearing constitutes a waiver of the right to pay the penalty indicated on the citation, and the Special Magistrate, after the hearing and upon making a determination that a violation has been committed, may impose a fine, plus court costs for each violation. Any person who requests a hearing and does not appear in accordance with the notice shall be sent notice by the Police Department to pay within 10 days the doubled fine plus \$10.00 for the cost of administrative services.
- c. If the violator elects to pay the civil fine, he/she shall pay the fine set forth in the citation, either by mail or in person, within 10 days of the date of receiving the citation, made payable to City of Jacksonville Beach, and paid at the City of Jacksonville Beach Police Department or utility billing office on the first floor of City of Jacksonville Beach City Hall.
- d. Any party aggrieved by the decision of the Special Magistrate may appeal the decision to Circuit Court.
- e. The City may institute proceedings in a court of competent jurisdiction to compel payment of civil fines or in any manner provided by Florida law.
- f. A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other real or personal property owned by the violator and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court

judgment except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the City may foreclose or otherwise execute upon the lien.

Sec. 31-90. – Removal or relocating and storage by the City.

(1) Any shared micromobility device that is inoperable/damaged, improperly parked, blocking ADA accessibility, non-compliant with this article, or are left unattended on public property, including streets, sidewalks, sidewalk areas, rights-of-way and parks, may be removed or relocated and stored by the City which shall be subject to a per shared micromobility device storage fee pursuant to Sec. 31-93. A shared micromobility device is not considered unattended or improperly parked if it is secured in a designated parking area, or corral, rack (if applicable), permissibly parked on private property, or in another location intended for safely securing shared micromobility devices in compliance with this section.

(2) Any shared micromobility device that is not relocated to a private facility within 24 hours after notification by the City, County, or State, of an emergency or declared severe weather event may be removed or relocated and stored by the City which shall be subject to a per shared micromobility device storage fee pursuant to Sec. 31-93.

(3) A shared micromobility device that is displayed, offered, or made available for rent in the City by a vendor without a valid permit with the City is subject to removal and storage by the City and will be subject to applicable removal and storage fees and fines as specified in this article or as authorized by Florida law.

(4) The City may, but is not obligated, to remove or relocate and store any shared micromobility device that is in violation of this article. A vendor shall pay a \$75.00 removal fee per shared micromobility device that is removed or relocated and stored by the City. The vendor shall also be charged an additional \$25.00 storage fee per device for every 24 hour period the device is stored by the City. A shared micromobility device will be released to the vendor after all applicable impoundment fees have been paid. Any shared micromobility device that remains unclaimed with the City for five days is subject to sale pursuant to the procedures for abandoned or lost property set forth in F.S. § 705.103, or by any other method allowed by the City Code or the laws of the State of Florida. All fees required by this section shall be paid at the City of Jacksonville Beach Police Department.

Sec. 31-91. – Vendor violations; enforcement; suspension; revocation; reduction of fleet; appeal.

(1) Violations of this article shall be enforced as non-criminal infractions of City ordinances.

(2) Violations of operating a shared micromobility device business without a valid City permit, shall be fined \$250.00 per day for an initial offense, and \$500.00 per day for any repeat offenses within 30 days of the last offense by the same vendor. Each day of non-compliance shall be a separate offense.

(3) Violations of this article or of the City permit shall be fined at \$100.00 per shared micromobility device per day for an initial offense, and \$200.00 per shared micromobility device per day for any repeat offenses within 30 days of the last same offense by the same vendor. Each day of non-compliance shall be a separate offense.

(4) The vendor may also be subject to other applicable code enforcement fines.

(5) Permit suspension. The City Manager may suspend a City permit for the operation of a shared micromobility device if it is found that:

- a. Any business permit has expired or has been suspended, revoked, or cancelled;
- b. The vendor does not meet the insurance requirements set forth in Sec. 31-92;
- c. The vendor fails to correct violations as set forth in this article within five days of receipt of the City Manager's written notice provided to the vendor;
- d. The vendor has failed to correct any violations as set forth in this article within a 30-day period;
- e. The vendor has exceeded the maximum permitted fleet size;
- f. The vendor fails to comply with the City's request to correct reoccurring violations;
- g. The vendor has submitted inaccurate or false data report;
- h. If the vendor has an outstanding fee balance of \$1,000.00 or more; or
- i. If the vendor fails to comply with service areas and service area targets.

(6) Permit revocation. A vendor is subject to permit revocation should any of the following occur:

- a. Suspension of the vendor's permit for more than 30 days;
- b. The vendor has received more than three permit suspensions in a calendar year; ~~or~~
- c. The vendor ceases to operate in the City for more than 30 days; ~~or~~
- d. The vendor fails to renew its local business tax receipt fee within 30 days of becoming due.

(7) A vendor is subject to a fleet size reduction at the discretion of the City Manager if the violations of the regulations set forth in this article are not addressed in a timely manner, or the vendor, or its agent or subcontractors, submits inaccurate or fraudulent information to the City.

(8) A vendor may relinquish a permit to the City for any reason without penalty. Such relinquishment shall not entitle the operator to a full, partial, or pro-rated ~~permit local business tax receipt~~ fee refund or refund or cancellation of any fees or fines imposed on the vendor.

(9) In the event of violation fines or fees being assessed as specified herein, a permit suspension or revocation, or if the City Manager finds cause to reduce the fleet size, the City Manager or designee shall provide written notice via certified mail, informing the vendor of the decision and the reasons therefore at least 15 calendar days prior to the effective date of the permit suspension, permit revocation, or fleet reduction. The written notice shall advise the vendor that it

may contest the suspension, revocation, or fleet reduction by requesting a hearing as provided below.

(10) The vendor may file a written request for a hearing before the Special Magistrate prior to the effective date of the suspension, revocation, or fleet reduction. Failure to timely request a hearing will constitute a waiver by the vendor of any right to a hearing. Upon request for a hearing, the suspension, revocation, or fleet reduction will be stayed until the Special Magistrate has issued a final decision. The written request must be submitted to the City Manager.

(11) At the hearing, the vendor will have the opportunity to present evidence (consisting of verbal testimony and/or written documentation) the vendor believes negates or mitigates the basis for the permit suspension, revocation, or fleet reduction.

(12) In conducting the hearing, the Special Magistrate has the power to take testimony under oath, require the production of books, paper, and other documents, and receive evidence. Should a party refuse to provide documents as directed by the Special Magistrate, then there may be an adverse inference against the party who failed to produce said documents. All parties have an opportunity to respond, to present evidence and argument on all issues involved, to conduct cross-examination, and submit rebuttal evidence, and to be represented by counsel. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it is not sufficient in itself to support a finding unless it would be admissible over objection in civil actions. Any party desiring the hearing be recorded is responsible for arranging and paying the cost of a court reporter's attendance and services.

(13) If the Special Magistrate finds that the City Manager's decision meets the requirements for a permit suspension, permit revocation, or fleet reduction as set forth in this section, then the City Manager will direct that either: 1) the vendor's fleet be reduced and issue an amended permit; 2) the vendor's permit be suspended until such time as all violations are cured; or 3) the vendor's permit be revoked and set the revocation date to begin on the date the written final Special Magistrate order is issued, subject to a petition for writ of certiorari being filed.

(14) If the Special Magistrate finds that the City Manager's decision does not meet the requirements for permit suspension, revocation, or fleet reduction as set forth in this section, then the Special Magistrate will order the vendor's permit to continue in effect.

(15) The Special Magistrate will issue a written final order to the vendor. The decision of the Special Magistrate is the final administrative action.

(16) The final administrative order of the City is subject to certiorari review in a court of competent jurisdiction in Duval County, Florida by the timely filing of a petition. Upon the filing of a petition in the circuit court, the revocation of the permit or fleet reduction will be stayed pending final disposition of the civil case.

Sec. 31-92. – Indemnification and insurance.

(1) As a condition of the City permit, vendors shall agree to indemnify, defend, and hold harmless the City, jointly and severally, its representatives, employees, and elected and appointed officials, from and against all ADA accessibility and any and all liability, injuries, losses

or damages, including any and all attorneys' fees and costs of defense, which the City and its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature including, but not limited to, personal injury or wrongful death, property loss or damage, the conditions and features on all sidewalks and sidewalk areas, rights-of-way, bike lanes or bike paths, streets, roads, other public property areas or City-owned property within the City on which a shared micromobility device is operated, to the extent arising out of or in any way connected with the operation of the device. Vendors shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including administrative, trial, and appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Vendors shall expressly agree that any insurance protection required by this article, or otherwise provided or secured by a vendor, shall in no way limit the responsibility to indemnify, defend and hold harmless the City or its officers, employees, agents and instrumentalities as required by this section. The obligation to indemnify, defend, and hold harmless will survive the revocation, cancellation, or expiration of a permit. The vendor will acknowledge on the permit application form, which will include this indemnification in substantially the language provided by this section, that the granting of the permit is, in part, conditioned on the granting of this indemnification which is knowingly and voluntarily given by the vendors.

Shared micromobility device use outside the designated service area is not lawful, is not authorized and vendors shall defend, hold harmless and indemnify the City for every, any, and all liabilities, losses or damages, including any and all attorneys' fees and costs of defense, which the City and its officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature for shared micromobility devices operating outside the designated service area including, without limitation, those listed in this section and the impoundment, seizure, and possible sale of shared micromobility devices operating anywhere outside of the designated area in the City. In addition to other remedies available the City may make a claim against the vendor and/or effectuate a revocation of the permit.

(2) A vendor may not be self-insured. Prior to commencing operations, the vendor shall provide and maintain commercial general liability insurance, automobile liability insurance, property damage insurance, and other specified coverages in amounts as determined by the City's risk management department, necessary to protect the City, from all claims and damage to property or bodily injury, including death, which may arise from any aspect of the operation. Such insurance shall be provided from an insurance company with an A.M. Best rating of not less than "A-" and a financial strength rating of not less than "VII," acceptable to the City's risk management department, and shall provide coverage of not less than \$5,000,000.00 per occurrence and a contract aggregate of not less than \$5,000,000.00 for commercial general liability insurance, and \$1,000,000.00 per occurrence for automobile liability insurance. Such insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured, and include a waiver of subrogation endorsement in favor of, the City of Jacksonville Beach, Florida. Such insurance shall further provide that the policy shall not terminate or be canceled prior to the termination of the permit without 30 days' written notice prior to the termination to the City's risk management department and the City Manager at the address shown in the permit.

(3) A vendor shall include language in their user agreement that requires, to the fullest extent permitted by law, the user to fully release, indemnify, and hold the City harmless.

(4) In addition to the requirements set forth herein, the vendor shall provide any additional insurance coverages in the specified amounts and comply with any revised indemnification provision specified in this article.

(5) The vendor shall provide the City with valid certificates of insurance prior to receiving a permit and upon each renewal thereafter. In the event the permit term goes beyond the expiration date of the insurance policy, the vendor shall provide the City with an updated certificate of insurance no later than 10 days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the permit until this requirement is met.

(6) Upon the cancellation or lapse of any policy of insurance as required by this section, the permit issued pursuant to this article shall be immediately revoked unless, before the expiration date of the policy of insurance, another policy of insurance containing all the requirements of the original policy of insurance is obtained.

Sec. 31-93. Fees.

(1) Except as otherwise provided, the taxes and fees as set forth in the following schedule are fixed as the amounts that shall be payable to the City and collected by it either before any vendor shall be permitted to lease or rent shared micromobility devices, or to retrieve any shared micromobility device that has been removed, relocated, and/or stored by the City:

Initial Permit Fee: \$5,000.00

Annual Permit Renewal Fee: \$5,000.00

Local Business Tax Receipt: ~~\$250.00~~ 5,000.00

Conditional Use Device Corral/Business Location Fee: ~~\$500.00~~ Equal to the current conditional use fee schedule in Chapter 34 of the City Code, as amended, for each location

Device Removal Penalty Fee: \$75.00 per device

Device Storage Penalty Fee: \$25.00 per device, per 24 hour period or part thereof.

SECTION 3. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

SECTION 4. 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 5. CODIFICATION. This Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances after final adoption by the City Council.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect ten calendar days after final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS _____th DAY OF _____, A.D., 2021.

Christine H. Hoffman, Mayor

Laurie Scott, City Clerk

Approved as to form and legal sufficiency:

Chris Ambrosio, City Attorney



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

CITY COUNCIL BRIEFING 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, 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

Does Council require additional information before this item is brought forward for formal consideration?

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

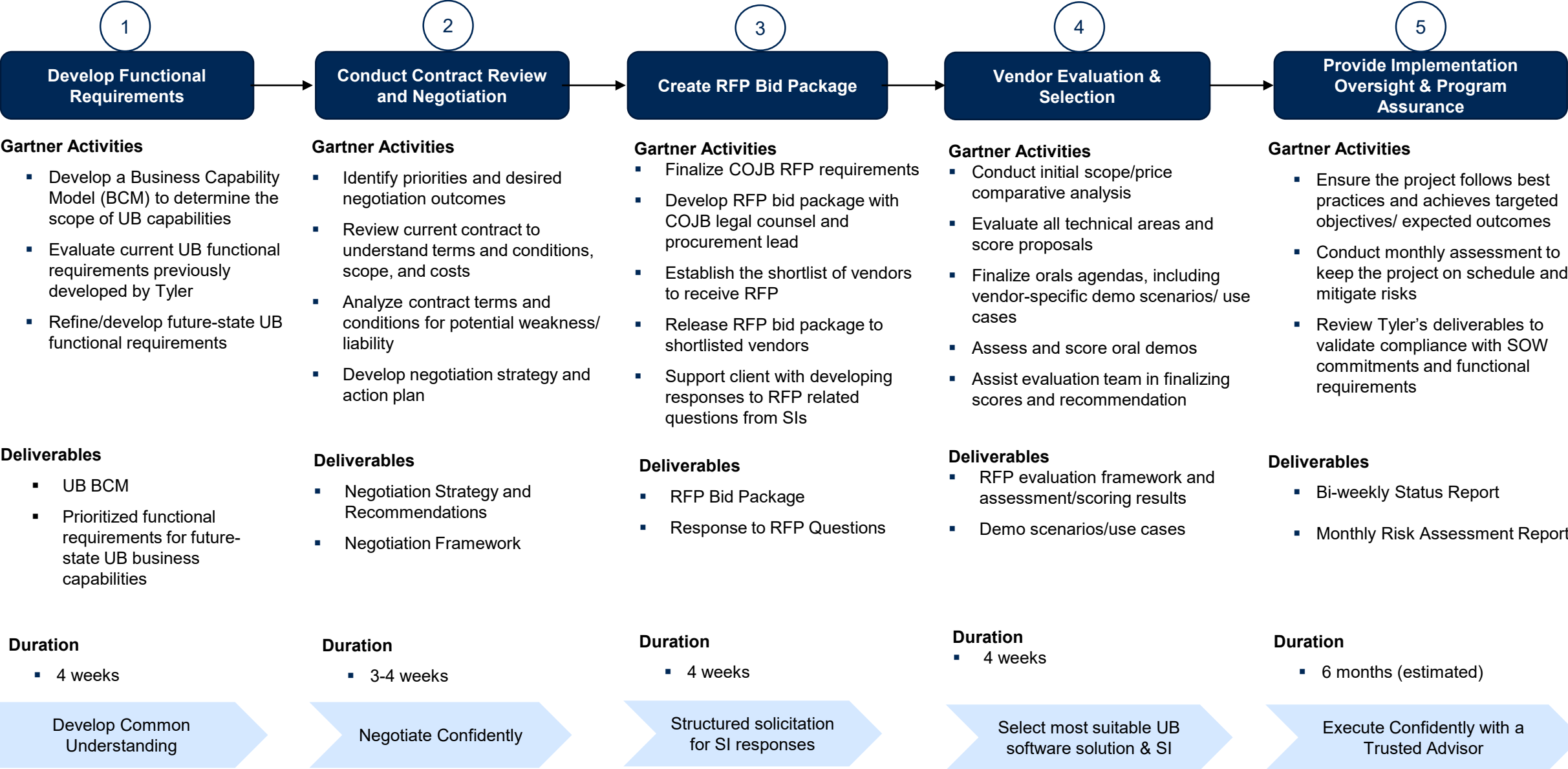
- The City of Jacksonville Beach (COJB) engaged Tyler Technologies to implement Munis as an Enterprise Resource Planning (ERP) system to replace SunGard
- The finance module within Munis is live, but Tyler has faced significant challenges implementing Human Resources (HR), Payroll, and Utility Billing (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):

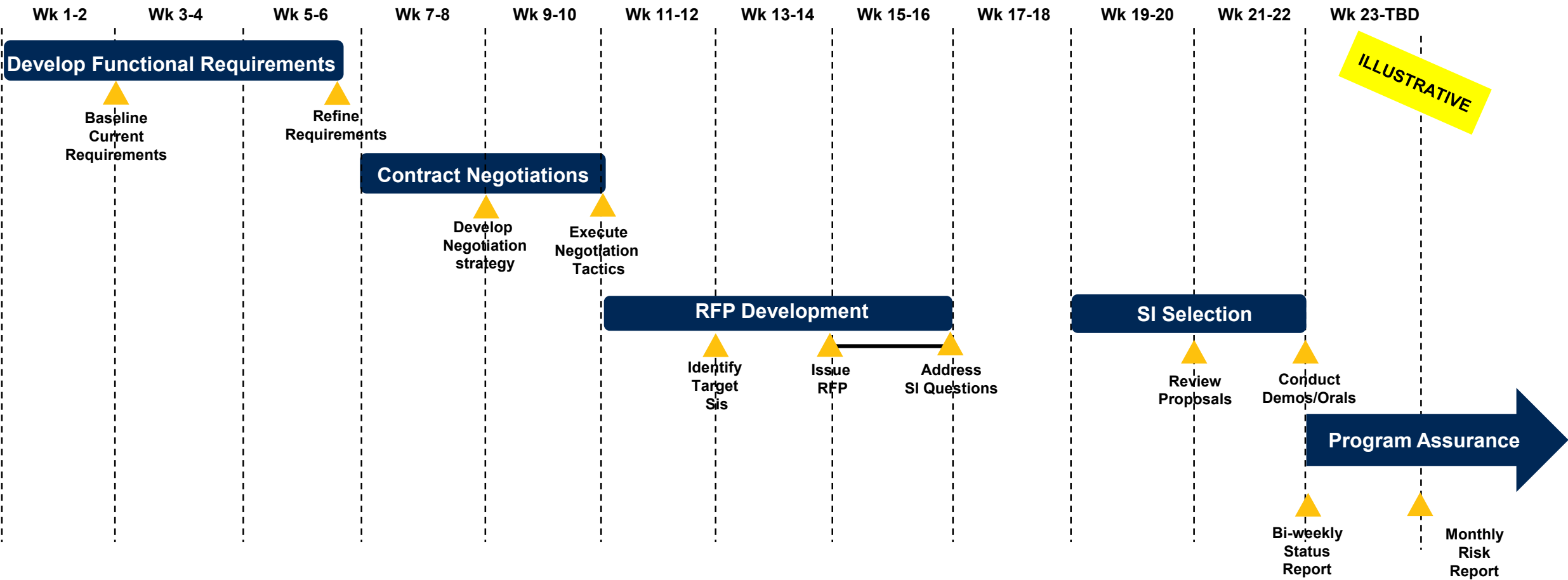
- Bi-weekly Status Report
- Monthly Risk Assessment Reports

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

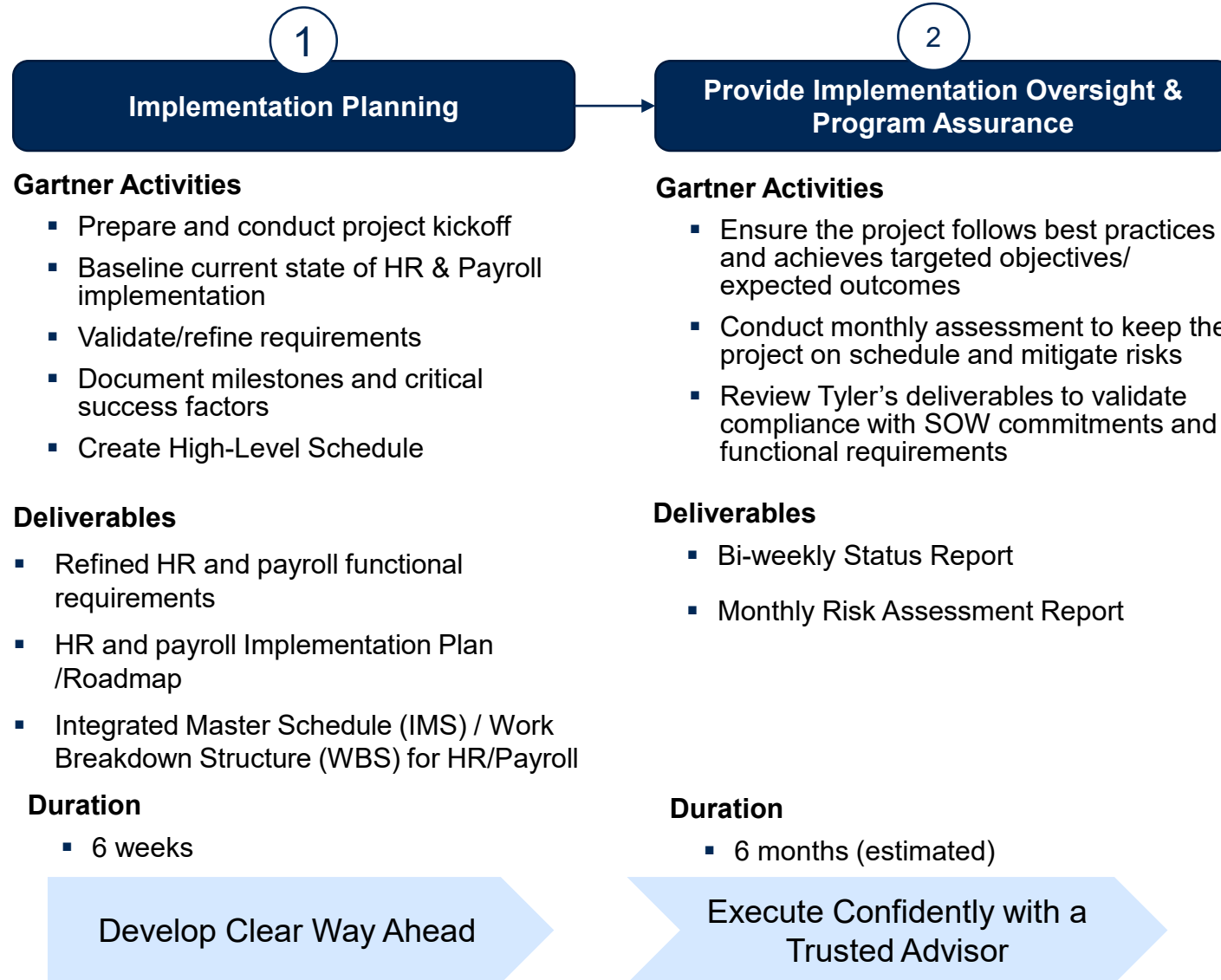
Utility Billing Project Timeline Overview

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):

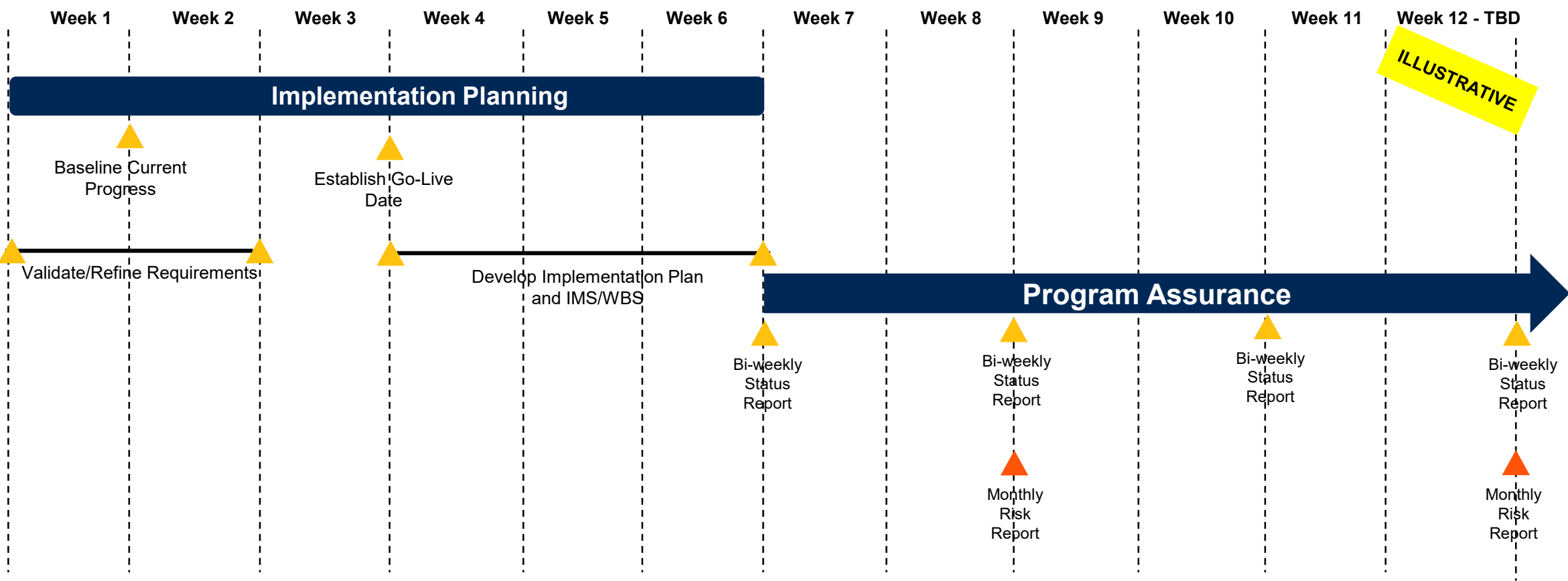
- Bi-weekly Status Report
- Monthly Risk Assessment Report

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

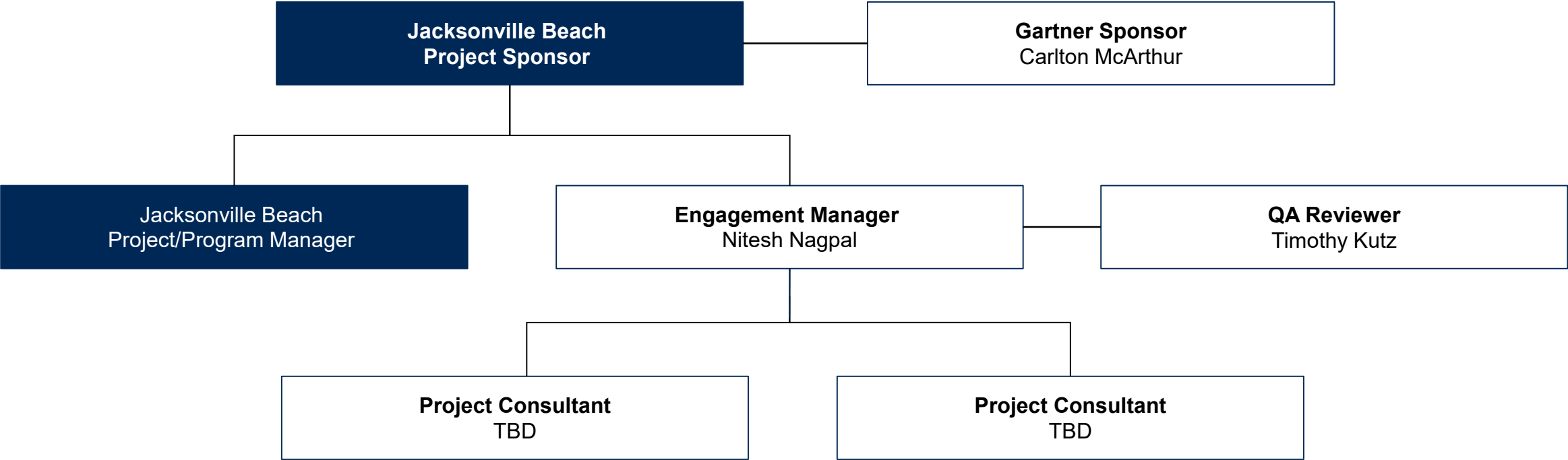
HR & Payroll Project Plan Overview

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 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



Pick the right provider

Understand the market; evaluate and select the right partners



Align deal structures with business needs

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

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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

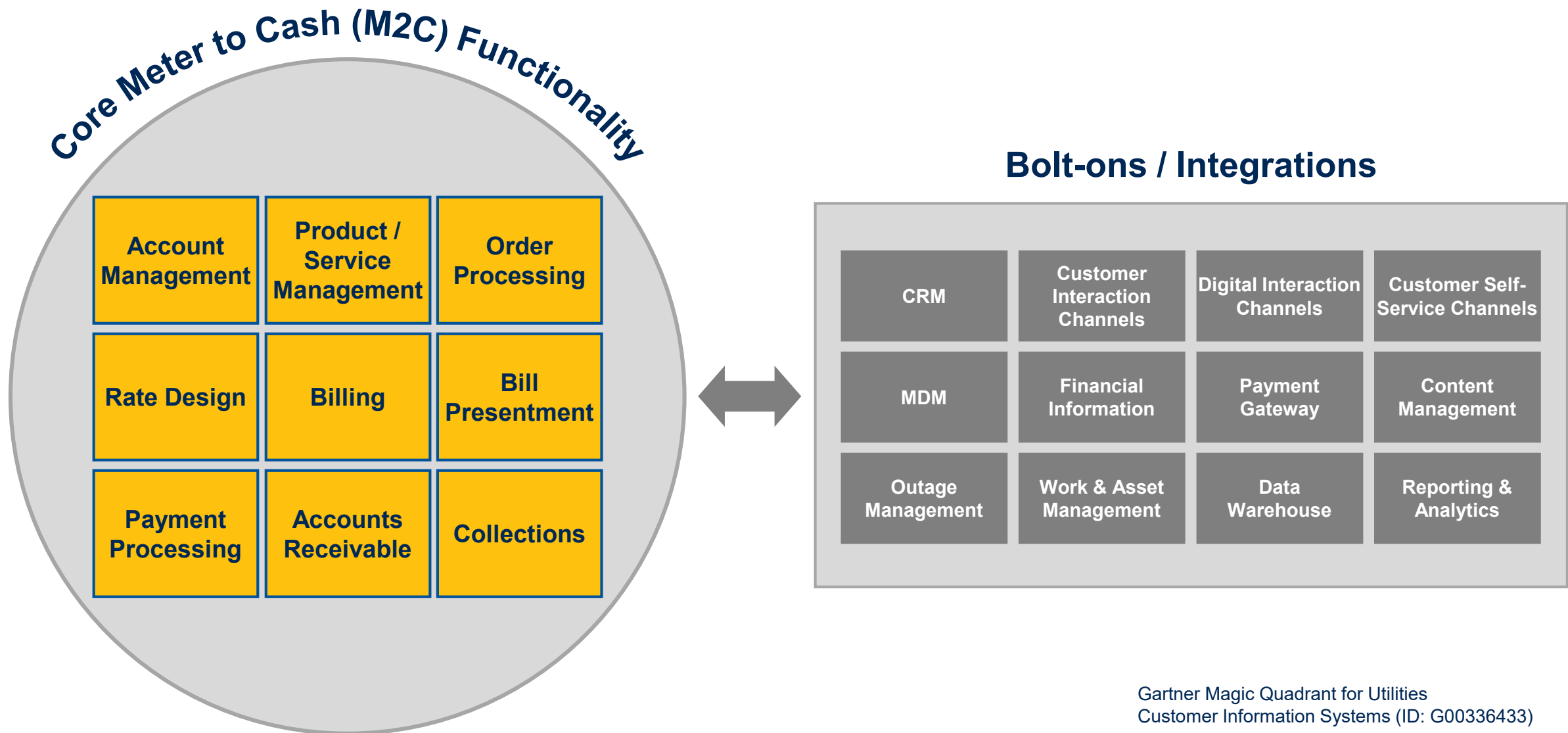
Zarko Sumic, Ph.D., is a Vice President and Distinguished Analyst in Gartner, where he provides innovative strategic and operational advice to Gartner utility clients using his extensive IT leadership and business experience. With more than 40 years of IT experience in academia, the energy utility industry 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)

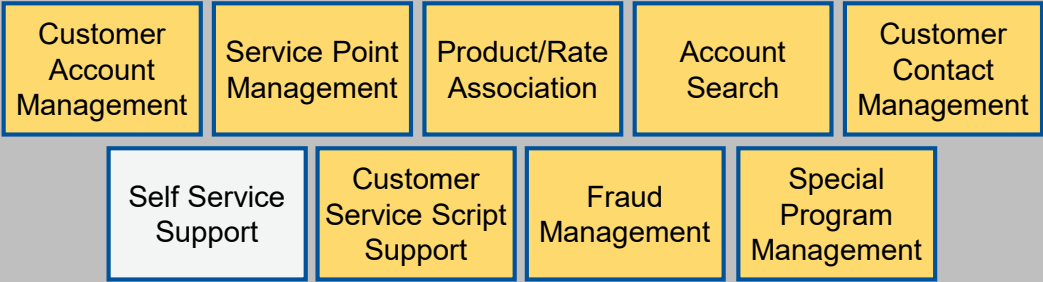


Gartner Magic Quadrant for Utilities
Customer Information Systems (ID: G00336433)

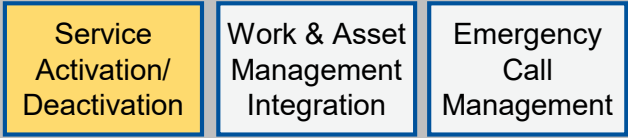


Sample CIS (within UB domain only) BCM (Task 1.1)

Account Management



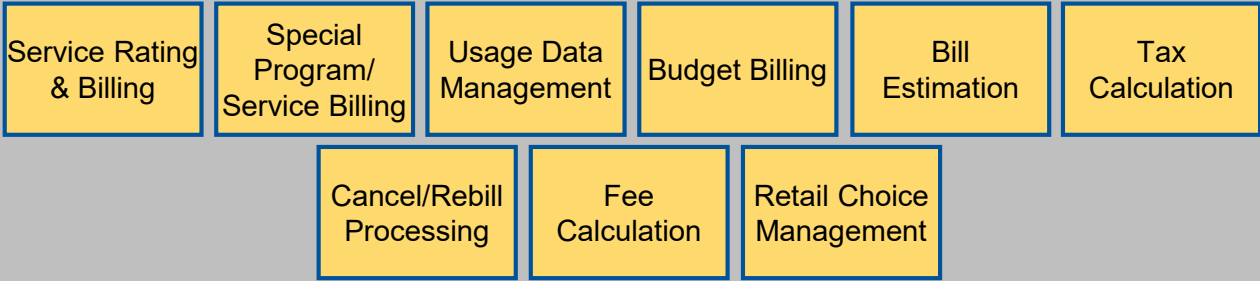
Product/Service Management



Order Processing



Billing



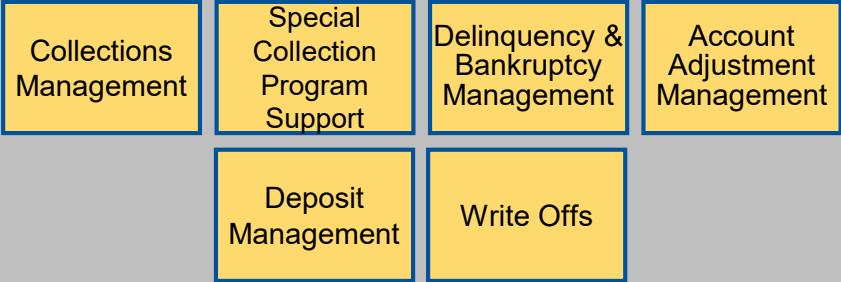
Accounts Receivable



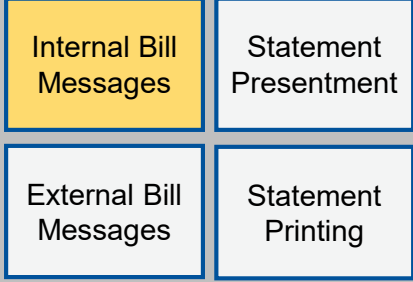
Rate Design



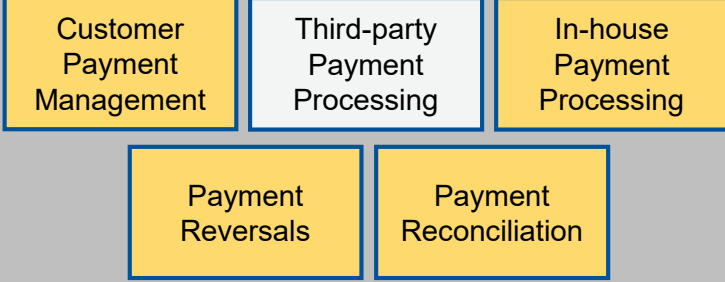
Collections



Statement Preparation



Payment Processing



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						

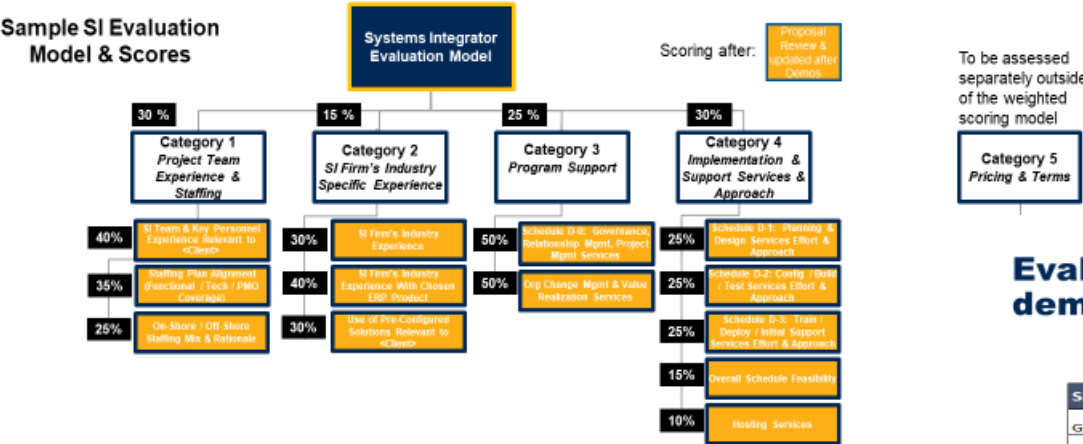
Sample Contract Negotiations Tracker (Task 1.2)

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)

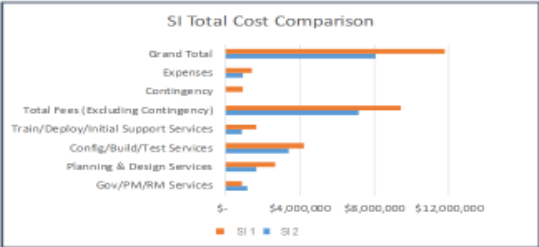
Evaluate proposals and identify Vendors to participate in demos/orals



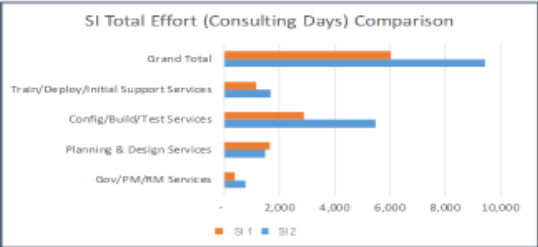
Evaluate proposals and identify vendors to participate in demos/orals

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



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

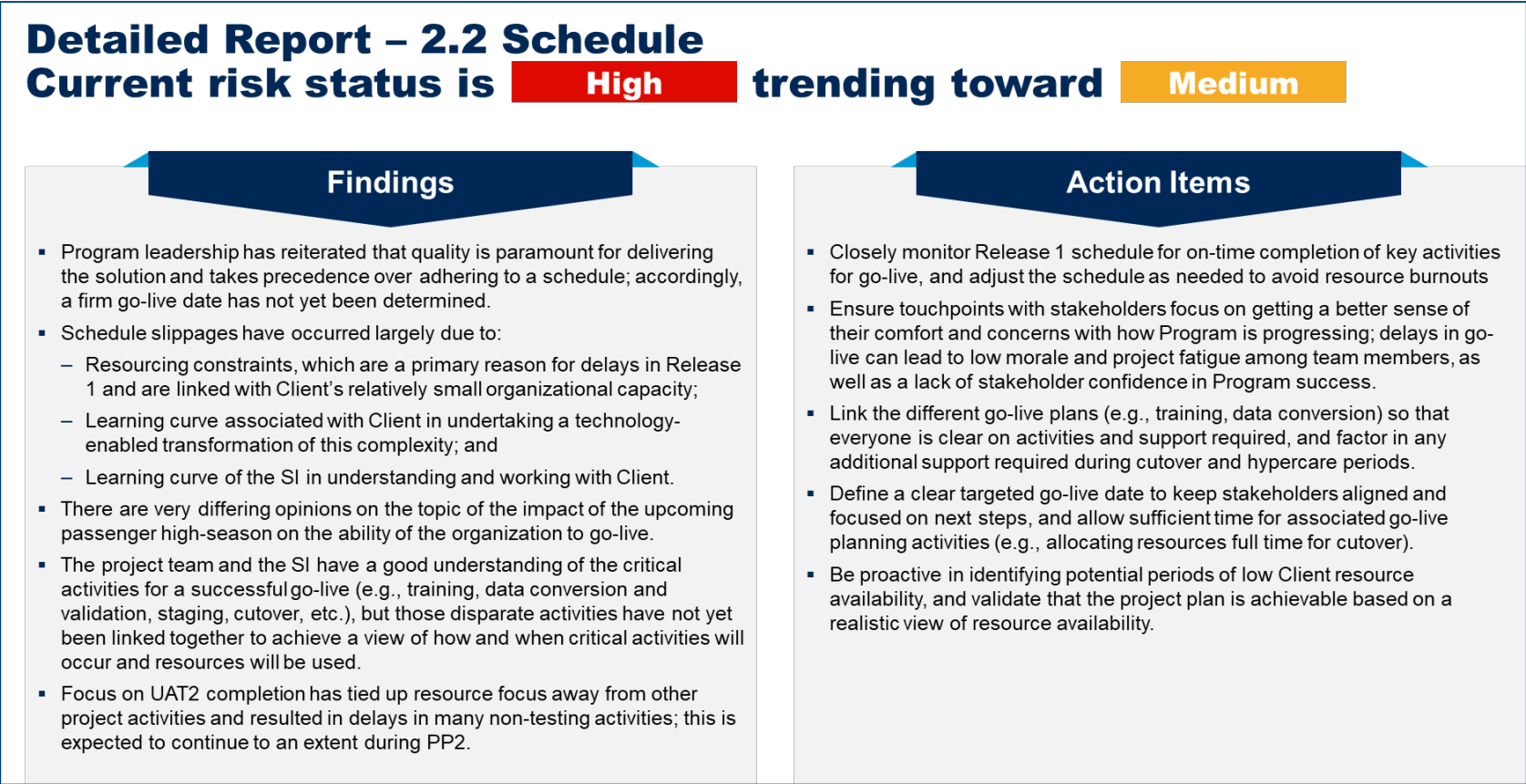


Key Risks

- 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)

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Sample Implementation Plan/Roadmap (Task 2.1)

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

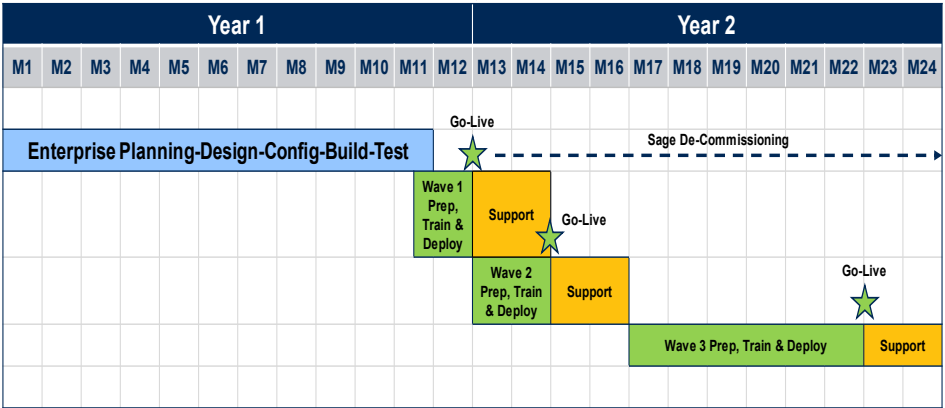
Establish the Foundation to increase implementation readiness capabilities

- 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

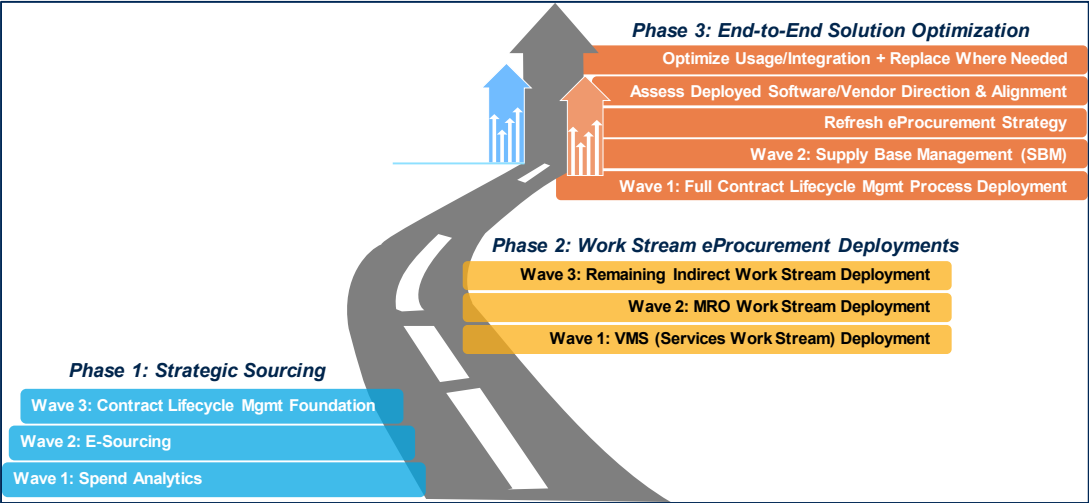
- 1-2 Month Planning
- 4-5 Month Enterprise-Wide Design
- 5-6 Month Config / Build / Test
- Multi-Wave Go-Live
 - Fresh Cuts
 - Boston / DC
 - NYC
- Decommission Sage and Related Interfaces
- Evolve to Post Go-Live Support Organization



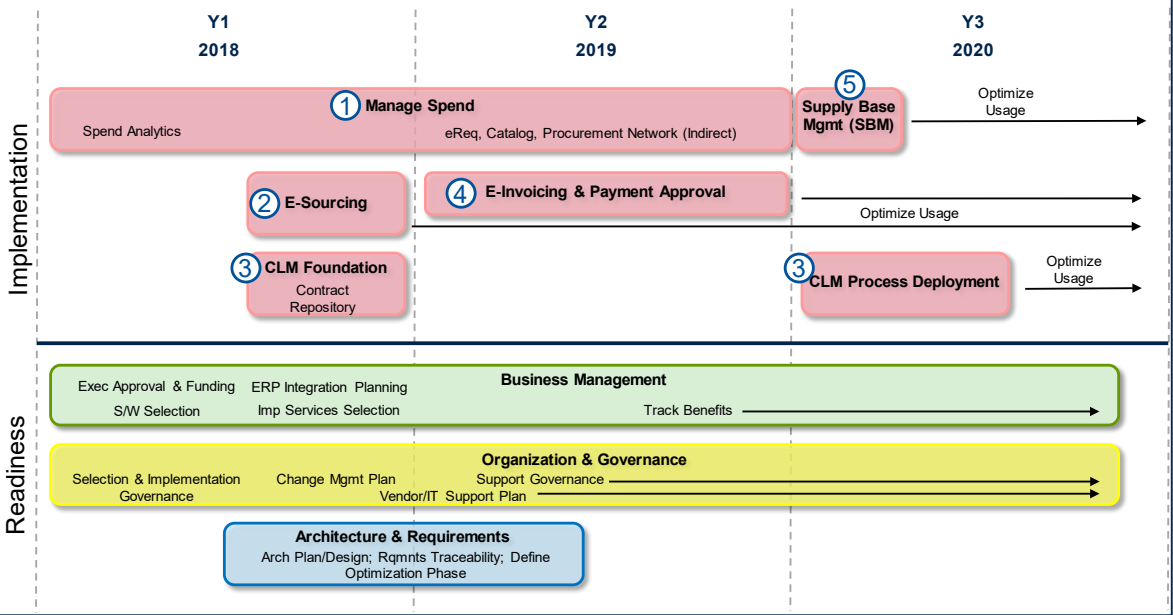
Phase /Wave	Description / Scope
Phase 1 / Wave 1	Fresh Cuts Manufacturing in NYC
Phase 1 / Wave 2	All modules in Boston and DC locations
Phase 1 / Wave 3	All modules in NYC location
Phase 2	CRM, S&OP, eMaint Integration, other TBD

Sample Transformation Roadmap (Task 2.1)

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



The roadmap focuses on 5 specific implementation use cases, but also requires other readiness initiatives to realize and drive the benefits



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