



Agenda City Council

Monday, March 1, 2021

6:00 PM

Council Chambers

MEMORANDUM TO:

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

Council Members:

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

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- 21-031** Council Briefing held on February 8, 2021
- 21-032** Executive Session held on February 16, 2021
- 21-033** Regular Council Meeting held February 16, 2021

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- 21-034** Approve/Disapprove the Legal Services Agreement with Bell and Roper, P.A.

- 21-035** Approve/Disapprove a Task Assignment to Dix-Hite for Final Design and Bidding Services for Downtown Bike Parking and Site Furnishings in the Amount of \$30,800.00 (\$28,000.00 Base Fee plus \$2,800.00 Contingency)

RESOLUTIONS

- 21-036** RESOLUTION NO. 2074-2021

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, OPPOSING FLORIDA SENATE BILL 522 AND HOUSE BILL 219, WHICH WOULD PREEMPT REGULATION OF SHORT-TERM RENTALS TO THE STATE; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCES

- 21-037** ORDINANCE NO. 2020-8143 (First Reading)

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, PROVIDING FOR REDUCTION OF COMMUNITY REDEVELOPMENT AGENCY TAX INCREMENT FINANCING (TIF) FOR THE SOUTHEND COMMUNITY REDEVELOPMENT AREA PURSUANT TO SECTION 163.387(1), FLORIDA STATUTES; AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF JACKSONVILLE/DUVAL COUNTY, FOR MUTUAL AGREEMENT OF THE TIF REDUCTION BY BOTH TAXING AUTHORITIES PURSUANT TO SECTION 163.387(3)(b), FLORIDA STATUTES; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

- 21-038** ORDINANCE NO. 2021-8161 (First Reading)

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

ADJOURNMENT**NOTICE**

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

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

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

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

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, Director of Public Works Dennis Barron, Director of Parks and Recreation Jason Phitides, Fire Marshal Steve Sciotto, and City Attorney Chris Ambrosio.

Purpose of Briefing

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

City Manager

Biosolids Disposal

Director of Public Works Dennis Barron stated the Public Works Department currently uses Merrell Brothers for hauling Biosolids from the Pollution Control Plant (PCP) to the Jacksonville Trail Ridge Landfill. Mr. Barron informed the Council Merrell Brothers is not interested in renewing its contract.

Mr. Barron stated the City is considering other options, including more green options for Biosolids' disposal because of the needed change in trucking and the need to re-bid these activities.

A conversation ensued regarding price options. Mr. Barron stated he would get detailed pricing and present more information to the Council at a later Council Briefing.

JFRD – First Year Review

Fire Marshall Steve Sciotto presented an overview of the 2020 Year End Report [on file] with Fire-Emergency Medical Service (EMS) with the City of Jacksonville. Mr. Sciotto stated the service change had gone seamlessly with no interruptions in service and the City received no complaints regarding the services currently being provided.

Parks Assessment Review

Director of Parks and Recreation Jason Phitides stated an assessment [on file] of the City's parks was completed in June 2020 and was initially reviewed by the previous Council in September 2020. Mr. Phitides stated a priority issue realized from the assessment was the lack of amenities and vagrancy at Gonzalez Park.

A conversation ensued regarding the following topics:

- Engage a consulting firm to develop a "re-imagined" master plan for Gonzales Park (Fiscal Year 2022), and schedule recommended improvements accordingly.

- Perform staff Phase I improvements by renovating restrooms at Gonzales Park and constructing pickleball courts (Fiscal year 2021), and make Phase II improvements in later years.

The Council's consensus was to hold off on staff Phase I improvements. It was recommended to make this project a priority by engaging a consulting firm this year as an alternative to waiting another year. Mr. Staffopoulos stated more detailed information would be presented to Council at a later Briefing.

Short Term Vacation Rental (STVR)

Mr. Staffopoulos stated legislation was again being proposed to preempt all regulation of STVRs to the State. Companion legislation (House Bill 219 and Senate Bill 522) had been proposed in both the House and Senate, which, if adopted, would preempt any community regulations adopted after June 1, 2011. This legislation would effectively preempt the City's ordinance.

Conversation ensued regarding the following topics:

- Enforcement issues
- Current and upcoming contract with Host Compliance
- A posted contact number at each STVR location for direct owner contact

Mobile Food Dispensing Vehicles (MFDV) Update

Mr. Ambrosio stated the City Council had expressed interest in amending the current Land Development Code (LDC) to allow MFDV to operate in residential zoning districts. The particular areas being discussed were as follows:

- Home Owner Association (HOA) areas
- Condominium Owner Associations (COA) areas
- Churches
- Schools (private)
- City park property and facilities

Mr. Ambrosio and Senior Planner Heather Ireland reviewed the proposed regulations. A conversation ensued regarding options for the different zoning areas and locations. Revisions would be made to include the Council's suggestions and brought back to Council for further review at a future Council Briefing.

The Briefing adjourned at 8:00 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of Executive Session of the City Council
held Tuesday, February 16, 2021, at 5:20 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



CALL TO ORDER:

Mayor Hoffman called the meeting to order at 5:24 P.M.

The following Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, City Attorney Chris Ambrosio, and City Clerk Laurie Scott.

Mayor Hoffman called the public meeting to order.

Mayor Hoffman announced in accordance with Section 286.011(8), Florida Statutes, the City Attorney requested the advice of the City Council regarding pending litigation in Ross Thompson v. the City of Jacksonville Beach, in the Circuit Court of the Fourth Judicial Circuit in Duval County, Florida, Case No. 2021-CA-000167. The participants would be limited to Mayor Christine Hoffman, Council Members Fernando Meza, Dan Janson, Chet Stokes, Cory Nichols, Georgette Dumont, and Sandy Golding, City Manager Mike Staffopoulos, City Attorney Chris Ambrosio, and a certified court reporter.

Mayor Hoffman said the City Council, City Manager, and City Attorney would adjourn to the Council Chamber Conference Room for the attorney-client session. The session was estimated to last 20 minutes. After the session, the Council would return to the Council Chambers to announce the termination of the session and open the regular City Council meeting. Any action to approve a final settlement in the subject litigation would be voted on in a public meeting.

Mayor Hoffman closed the Public Meeting.

Mayor Hoffman re-opened the Public Meeting at 5.46 P.M. to announce the termination of the closed attorney-client session.

No formal action was taken.

Submitted by: Laurie Scott
City Clerk

Approval:

Christine H. Hoffman, Mayor

Date: _____

**Minutes of Regular City Council Meeting
held Tuesday, February 16, 2021, at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

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

CALL TO ORDER:

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

ROLL CALL:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, City Attorney Chris Ambrosio, Director of Public Works Dennis Barron, Chief Financial Officer Ashlie Gossett, Director of Parks and Recreation Jason Phitides, Beaches Energy Services Engineering Supervisor Don Cuevas, Police Sergeant Tonya Tator, Animal Control Officer Riley Jacobs, and City Clerk Laurie Scott.

APPROVAL OF MINUTES:

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, to approve the following minutes:

- Council Briefing held on January 25, 2021
- Regular Council Meeting held on February 1, 2021

ANNOUNCEMENTS:

Council Member Golding announced the Florida Legislative Session would begin March 2, 2021. Ms. Golding said there were two bills that would go through the Legislature that were of concern for the beach community affecting residential neighborhoods. One bill regarding vacation rentals would preempt local government from regulating licenses and inspecting the rentals. The second bill was related to home-based businesses and would also preempt local government from licensing and regulating home-based businesses. Ms. Golding encouraged residents to go to the Florida League of Cities website to register for their legislative alerts and contact local elected officials to let them know how they feel about these legislation pieces.

Mayor Hoffman announced she visited the operations center of Fairbanks Morse, which opened in South Jacksonville Beach's industrial area for the service and repair of littoral combat engines.

COURTESY OF THE FLOOR TO VISITORS:

Mayor Hoffman extended Courtesy of the Floor to visitors.

- Diane Hayes, 49 Sandra Drive, Jacksonville Beach, shared her concerns about vehicles speeding on her street.

CITY CLERK: *No items*

MAYOR AND CITY COUNCIL: *No items*

CITY MANAGER:

Item #21-023 – Accept/Reject the Financial Reports for the Month of January 2021

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

Discussion:

There was no Council discussion.

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

Item #21-024 – Approve/Disapprove the Master Services Agreement and Statements of Work with CivicPlus, LLC for Website Design and Development and Public Meeting Management

City Manager Mike Staffopoulos explained this item was for the authorization to enter into an agreement with CivicPlus to redesign the City's website.

John Pugh with CivicPlus presented slides [on file] with information about CivicPlus.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve the Master Services Agreement and Statements of Work with CivicPlus, LLC, for website design and development and public meeting management.

Discussion:

Mr. Pugh responded to questions from the Council. Mr. Pugh explained the CivicClerk platform allowed as many archived agendas and minutes as the City would like to be pulled over to the new website. He stated an ADA (American with Disabilities Act) portal in CivicClerk would make archived agendas and minutes ADA compliant. Mr. Pugh said a CivicPlus Project Manager would be assigned to the City, and Communications Manager Jacob Board would be the City's point of contact. He explained the project would take approximately six months.

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

Item #21-025 – Approve/Disapprove an Agreement with Third 3Y3 Tattoo Art Studio, LLC for Reduced Delinquent Local Business Tax Receipt Fines and Fees in the Amount of \$3,125.00 to be Paid in Full to the City Clerk's Office No Later Than 30 Days from City Council Approval and Approve the City Attorney to Take any Legal Action Necessary to Recover the Tax and Fines if Third Eye Fails to Make Full Payment as Required by the Agreement

City Manager Mike Staffopoulos explained this item was an attempt to resolve an outstanding Local Business Tax Receipt (LBTR) issue related to a business no longer operating in Jacksonville Beach.

City Attorney Chris Ambrosio explained the item was for a proposed reduction of accumulated delinquent LBTR fees and fines. They were two years in arrears totaling \$6,250.00. Mr. Ambrosio stated a reduction of the total by 50% was proposed. He went over the business' history at the Jacksonville Beach location and the terms of the reduced amount.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve an agreement with Third 3Y3 Tattoo Art Studio, LLC for reduced delinquent Local Business Tax Receipt fines and fees in the amount of \$3,125.00 to be paid in full to the City Clerk's Office no later than 30 days from City Council approval and approve the City Attorney to take any legal action necessary to recover the tax and fines if Third Eye fails to make full payment as required by the agreement.

Discussion:

A discussion ensued about the Council considering allowing the City Manager the authority to alter any LBTR to a certain threshold dollar amount. There was concern about establishing a precedent. Mr. Ambrosio stated he believed this type of request would be rare. Ms. Golding spoke about research she did through Sunbiz.org (Florida Department of State, Division of Corporations) and Facebook about the business's previous location in Jacksonville Beach that did not obtain a LBTR.

Roll Call Vote: Ayes – Janson, Meza, Nichols, Stokes, Dumont, Mayor Hoffman
Nays - Golding
The motion passed 6-1.

Item #21-026 – Accept/Reject the Dedication to the City and Acceptance for Maintenance of the Public Infrastructure Improvements for the Margaritaville Hotel

City Manager Mike Staffopoulos explained this item was to accept improvements made by the developer to the City for maintenance.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to accept the dedication to the City and acceptance for maintenance of the public infrastructure improvements for the Margaritaville Hotel.

Discussion:

Director of Public Works Dennis Barron responded to questions from Council members. He explained there would not be a lined bike lane in front of the hotel as the road is a designated sharrow (shared road). Mr. Barron clarified the agenda memo stated a warranty bond was provided for the public infrastructure; however, Margaritaville requested to provide an irrevocable letter of credit for one year. The City Attorney said it would be acceptable. Mr. Staffopoulos stated the City would install signage identifying the sharrow. Mr. Barron advised the City was looking at traffic issues at 6th Avenue North.

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

Item #21-027 – Approve/Disapprove the Purchase of a Cues Retrofit for an Existing City Truck, Compact Pipe Ranger, OZIII Mainline Camera, and Declare Cues as the Sole Source Vendor

City Manager Mike Staffopoulos explained this item was for the Public Works Department to put cameras down into and televise what they see within all the City's enclosed stormwater and sewer lines, structures, and manholes.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve the purchase of a CUES retrofit for an existing City truck, Compact Pipe Ranger, OZIII Mainline Camera, and declare CUES as the sole source vendor.

Discussion:

Chief Financial Officer Ashlie Gossett stated there would be an additional \$4.6 million in the Water and Sewer Reserve should this project be approved.

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

Item #21-028 – Authorize the Mayor and City Manager to Submit a Community Development Block Grant (CDBG) Application for FY 2021/2022 for the Carver Center Recreation and Community Assisted Policing Effort (CAPE) Programs

City Manager Mike Staffopoulos explained the City is entitled to receive CDBG funds from the federal government, which because of our size, we receive distribution through the City of Jacksonville. Each year the City is required to submit an application to the City of Jacksonville for the CDBG funds. As in previous years, the City is seeking funds to apply to the Carver Center Recreational Community Center and the downtown CAPE Program.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to authorize the Mayor and City Manager to submit a CDBG application for FY 2021/2022 for the Carver Center Recreation and CAPE Programs.

Discussion:

Director of Parks and Recreation Jason Phitides answered questions from the Council related to the percentage of matching funds, advised the requests had been consistent for the past 6-8 years and said the request was for the Carver Center and surrounding area.

The following spoke on this item:

- Justin Ptak, 404 8th Street South, Jacksonville Beach, spoke about hiring teachers for classes at the Carver Center.

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

RESOLUTIONS:

Item #21-029 – RESOLUTION NO. 2071-2020

Mr. Staffopoulos explained this Resolution was to amend the Policy for the Installation of Underground Electric Distribution and Service Facilities for Beaches Energy Services. The current policy was from 1985 and based on fixed prices. The new Policy seeks reimbursement of actual costs for the installation of underground facilities.

Mayor Hoffman requested the City Clerk read Resolution No. 2071-2020 by title only, whereupon Ms. Scott read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND ITS POLICY FOR THE INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION AND SERVICE FACILITIES; PROVIDING FOR ADOPTION OF THE POLICY; ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to adopt Resolution No. 2071-2020 amending the Policy for the Installation of Underground Electric Distribution and Service Facilities.

Discussion:

Beaches Energy Services Engineering Supervisor Don Cuevas answered questions from the Council. Mr. Cuevas said the new fees would be higher than the previous flat fee due to the increased cost of materials and labor.

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

ORDINANCES:

Item #21-030 – ORDINANCE NO. 2020-8155 (First Reading)

Mr. Staffopoulos explained this item had been delayed [tabled at the December 7, 2020, City Council meeting] so it could go before the Council at the January 25, 2021, Council Briefing. The staff made amendments, and the new Ordinance was being considered for its first reading.

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

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

Mayor Hoffman read the following:

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

Public Hearing:

No one came forward to speak on the ordinance.

Mayor Hoffman closed the public.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve Ordinance No. 2020-8155 on the first reading, repealing and replacing the Code of Ordinances Chapter 5, and schedule a second reading for March 1, 2021.

Discussion:

Mayor Hoffman stated the Council had discussed this item at a Council Briefing [January 25, 2021]. Police Sergeant Tonya Tator and Animal Control Officer Riley Jacobs answered questions from the Council about how well the public followed the rules. Discussion by the Council ensued related to the updated language in the Ordinance, emails received by the Council from several animal organizations about the definition of “Animal Shelter,” and the list of suggested changes proposed by Council Member Golding [on file].

Amended Motion: It was moved by Ms. Golding and seconded by Ms. Dumont to amend the “Animal Shelter” definition to read: “means a municipal or related public animal shelter or duly incorporated nonprofit organization lawfully authorized to conduct business in the state of Florida that is devoted to the rescue, care, and adoption of stray, abandoned and surrendered animals, and which does not breed animals or obtain animals from a breeder or a broker for payment or compensation.”

The Council continued discussing proposed changes to the language in the Ordinance and prior discussions at Council Briefings. Mr. Ambrosio stated additional research would need to be done along with the need to discuss the information with the Police Department and Animal Control Officer before he could advise the Council of his recommendation.

The Amended Motion failed due to Ms. Dumont rescinding her second following the discussion.

Motion 2: It was moved by Ms. Dumont and seconded by Ms. Golding to postpone this item for two weeks.

Mr. Ambrosio requested direction from the Council as to whether research or another redraft is needed.

Amended Motion 2: It was moved by Ms. Dumont and seconded by Ms. Golding to postpone this item to March 15, 2021.

Amended Motion 2

Roll Call Vote: Ayes – Golding, Janson, Meza, Stokes, Dumont, Mayor Hoffman
Nays - Nichols
The motion passed 6-1.

The Council agreed to discuss the new information and any proposed changes at the Council Briefing on March 8, 2021.

Motion 2

Roll Call Vote: Ayes –Janson, Meza, Stokes, Dumont, Golding, Mayor Hoffman
Nays - Nichols
The motion passed 6-1.

ADJOURNMENT:

There being no further business, the meeting adjourned at 7:14 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

LS: sg



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Chris Ambrosio, City Attorney
DATE:	February 25, 2021
SUBJECT:	Legal Services Agreement with Bell and Roper, P.A.

BACKGROUND

Several City Departments, particularly the Planning and Development Department, occasionally need expert legal services that the City Attorney might not have sufficient time to provide or the City Attorney might need assistance handling with a special legal consultant. Sherry Sutphen, Esq., of Bell and Roper, P.A. is an expert in local government law, eminent domain, land use law, code enforcement, purchasing, contracts, and planning and development matters. Mrs. Sutphen has served as in-house general counsel as well as outside general counsel for many Florida local governments. Bell and Roper is a long-standing trusted law firm that has served and represented the City in many matters. The City Attorney and the Bell and Roper partners have a successful history working together. Attached is the proposed Legal Services Agreement with Bell and Roper for the provision of continuing legal services on an as-needed basis, as directed and assigned by either the City Attorney or City Manager. Bell and Roper would be compensated by the hour, at a rate of \$225.00, all inclusive, fixed for a period of two (2) years from the date of execution by the City and may be increased thereafter as agreed by the parties. The City Attorney does not expect to exceed the City Manager's purchasing threshold of \$25,000 on a single project or cumulatively under the agreement. If the legal services on a project or the cumulative cost of the services are anticipated to be greater than \$25,000, the City Attorney would submit the expenditure for approval by City Council.

FINANCIAL IMPACT

The financial impact of these legal services cannot be determined at this time due to the indeterminate amount of time Bell and Roper, P.A. may spend working on matters on behalf of the City. The funds will be spent from the following account: 001-01-0102-514-31-531002, and the budget will be amended as part of the mid-year or year-end budget adjustment as needed.

REQUESTED ACTION

- Approve/Disapprove the Legal Services Agreement with Bell and Roper, P.A.

ATTACHMENTS

- Proposed Legal Services Agreement with Bell and Roper, P.A.

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the City of Jacksonville Beach (City), 11 North Third Street, Jacksonville Beach, Florida 32250, and Bell & Roper, P.A. (Bell & Roper), 2707 E. Jefferson Street, Orlando, Florida 32803.

WITNESSETH

WHEREAS, Bell & Roper is a law firm of attorneys and counselors at law, all of which are duly licensed and authorized to practice the profession of law in the State of Florida; and

WHEREAS, the City desires to retain the services of Bell & Roper for certain legal assignments as deemed necessary by the City; and

WHEREAS, legal services are exempt from the formal solicitation process; and

WHEREAS, the City has determined that it is in its best interest to enter into an agreement with the law firm of Bell & Roper for the provision of continuing legal services on an as-needed basis.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Bell & Roper shall provide continuing legal services to the City as requested from time to time and assigned by the City Attorney or the City Manager.
2. Any attorney with the firm of Bell & Roper who provides legal services on behalf of the City shall at all times remain in good standing with the Florida Bar.
3. Bell & Roper shall be compensated by the hour, at a rate of \$225.00, all inclusive, with a minimum charge of one tenth of an hour for any activity completed on the City's behalf. Bell & Roper shall issue statements for professional services rendered on a monthly basis which

shall be paid by the City within 30 days, in accordance with its standard processes and procedures. The above-stated hourly rate shall also apply to legal services provided by Bell & Roper in the course of litigation, not otherwise covered by the City's insurance carrier, or other Agreement between the parties. With regard to litigation or other extraordinary expenses such as court reporter services, real estate closing and title related services, filing fees, discovery related fees, delivery fees and the like, Bell & Roper shall pass such costs through to the City on its monthly statement for payment in accordance with the City's standard processes and procedures. The above stated rate shall be fixed for a period of two (2) years from the date of execution by the City and may be increased thereafter as agreed by the parties.

4. The office expenses and procurement of legal materials by Bell & Roper shall be borne by Bell & Roper unless the City requires specific and specialized material solely for the use of the City. In such an event, said expense shall be passed through to the City on the monthly statement.

5. Bell & Roper shall at all times maintain general liability insurance and professional liability insurance in an amount acceptable to the City. Upon request, Bell & Roper shall provide the City with Certificates of Insurance evidencing such coverage.

6. Nothing in this Agreement shall be construed as creating an employer/employee relationship between the City and any of the attorneys or other employees in the firm of Bell & Roper. Bell & Roper shall be deemed, for all purposes set forth herein, an independent contractor. No attorney or other employee of Bell & Roper shall be eligible for any employment benefits which the City provides to its employees, except as otherwise required by law. No attorney or other employee of Bell & Roper is eligible to receive Florida State Retirement Benefits as a result of this contractual relationship with the City.

7. This Agreement constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein.

8. The covenants, terms and conditions contained herein may be amended, altered and/or modified only upon the express written consent of the parties hereto. In the event of any conflict between the covenants, terms and/or conditions hereof and any amendment(s) hereto, the latest executed amendment shall take precedent.

9. Pursuant to Florida Statutes, Section 448.095, Bell & Roper shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees.

10. Pursuant to Florida Statutes, Section 119.0701:

IT IS ACKNOWLEDGED THAT THE CITY'S CUSTODIAN OF PUBLIC RECORDS IS AS FOLLOWS:

**LAURIE SCOTT, CITY CLERK
CITY HALL, FIRST FLOOR
11 NORTH THIRD STREET
JACKSONVILLE BEACH, FL 32250
(904) 247-6299
LSCOTT@JAXBCHFL.NET**

Bell & Roper agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the City for the scope of this Agreement.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
- C. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as

authorized by law, for the duration of the contract term and following completion of the contract if Bell & Roper does not transfer the records to the City.

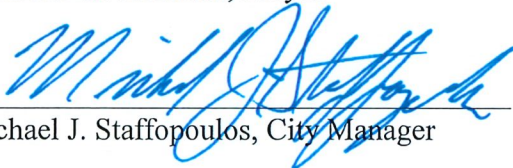
- D. Upon completion of this contract, transfer, at no cost, to the City all public records in Bell & Roper's possession or keep and maintain the public records as required by the City. If Bell & Roper transfers all public records to the City upon completion of this contract, Bell & Roper shall destroy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

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 16th day of February, 2021.

City of Jacksonville Beach



Christine N. Hoffman, Mayor



Michael J. Staffopoulos, City Manager

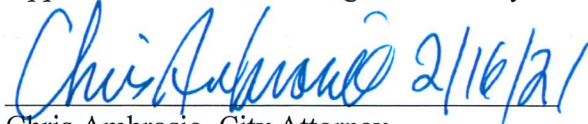
Bell & Roper, P.A.

Michael J. Roper, Managing Partner

ATTEST:

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 AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	January 29, 2021
SUBJECT:	Final Design and Bid Services of the Downtown Site Furnishing and Bike Parking Improvements

BACKGROUND

In 2019, Dix-Hite + Partners, Inc. (Dix-Hite), at the direction of the Community Redevelopment Agency (CRA), developed plans for new Bike Parking and Site Furnishings (including tiered seat walls in Latham Plaza) within the Downtown Community Redevelopment Area. These plans were previously approved for implementation by the CRA. Public Works would like Dix-Hite to proceed with the final design, consolidation of plans, bidding, and implementation of this project.

Public Works requests City Council approval to proceed with the execution of a task assignment with Dix-Hite for final design and bidding services to implement the Bike Parking Plans and Site Furnishing Plans. A scope and fee for Dix-Hite to provide Construction Administration Services will be presented to CRA members prior to construction. The information contained in this agenda item was approved by the CRA at its meeting on February 17, 2021.

FINANCIAL IMPACT

The total cost for the final design and bidding services for this project is \$30,800.00, which includes a 10% contingency. The funds will be spent from the following account: 181-16-1601-515-63-563000 (project: DTDH01), and the budget will be amended as part of the FY2021 mid-year budget adjustment.

REQUESTED ACTION

Approve/Disapprove a Task Assignment to Dix-Hite for final design and bidding services for Downtown Bike Parking and Site Furnishings in the amount of \$30,800.00 (\$28,000.00 base fee plus \$2,800.00 contingency).

ATTACHMENTS

Proposal for Professional Services dated January 20, 2021



January 20, 2021

Kayle Moore, P.E.
Project Engineer
City of Jacksonville Beach
1460 Shetter Avenue
Jacksonville Beach, Florida 32250

**Re: Jacksonville Beach Implementation Plan - Bidding
50342**

Dear Kayle:

Per the markup you provided on January 11 and our follow up call, please find attached our revised proposal.

It is my pleasure to submit this proposed Scope of Work to provide bidding support services for the City of Jacksonville Beach. We are excited about the opportunity to work with your team and look forward to continuing our collaboration with the City.

Our understanding is that the City would like us to consolidate/prepare the Bike Parking Plans and Site Furnishing Plans (including tiered seat walls in Latham Plaza) into a single set of bid documents. These documents were approved as part of the October 4, 2019 submittal and will be utilized moving forward.

Please find below our scope of design services which Dix.Hite will provide to the City for the above referenced project.

Dix.Hite + Partners Design Process:

We apply a transparent and scalable process we call the “6D approach,” which brings the entire design team together at the outset of the project to identify the “dream,” or vision, for the project. With a seat at the table at the launch of the design process, our landscape architects and designers can help verify and vet the vision and identify and mitigate potential challenges.

We anticipate this work will be the third amendment to our original contract agreement dated May 2, 2016.

Regards,

Kody Smith, PLA
Principal

Attachments

SCOPE OF SERVICES
Jacksonville Beach Implementation Plan - Bidding
50342
January 20, 2021

PART I – DESIGN

- I.1 **Project Description** – City of Jacksonville Beach (Client) desires to engage Dix.Hite + Partners, Inc. (Consultant) to provide bidding documents and bidding services in support of Client's development of the Implementation Plan (Project) in downtown Jacksonville Beach, FL. As an integral member of the Client's Project team Consultant will provide bid support services to the Client, who in turn will provide required project/site information (plans, studies, investigations), respond to requests from Consultant, and who will review and provide comments/feedback as appropriate on deliverables submitted by Consultant.
- I.2 **Project Program/Elements**
- Bicycle Parking Area Plan (Excludes areas associated Pier Entry Construction Documents)
 - Site Furnishings Plan (including tiered walls in Latham Plaza)
 - Mockup Installation of ~50' LF of the guardrail associated with the Boardwalk/Promenade
- I.3 **Consultant's Services**
- Hardscape design
 - Landscape design
- I.4 **Assigned Personnel** – The following personnel from Consultant will be assigned to this project and will have the responsibilities described:
- | | |
|------------|---------------------|
| Kody Smith | Principal in Charge |
| Greg Bryla | Lead Designer |
- I.5 **Project Coordination** – In addition to the specific services detailed below (the "Services"), Consultant shall coordinate our work with the Client's representative and the Client's project team, monitor the project schedule as it relates to the scope contained herein, and provide timely invoicing and reporting of project progress.
- I.6 **Site Investigation** – Consultant will confirm data about the site to understand surrounding context, including significant site features and the local character of the community that may influence opportunities and constraints relative to design concepts.
- I.7 **Client Kick-off Meeting** – Consultant will meet with the Client to kick-off the Project and to develop a shared understanding of Project requirements and Client expectations. The agenda for the meeting may include:
- Client objectives
 - Project challenges
 - Bid Criteria
 - Team member responsibilities
 - Schedule
- I.8 **Site Plan Refinements** – Consultant will prepare mark-ups of the site plan to identify opportunities for minor refinements to layout of buildings, amenity spaces, walks, drives, parking, stormwater facilities/structures and site utilities. Site utilities generally includes electrical transformers, AC condensing units, pool pumping equipment and water meters.
- I.9 **Client Review** – The Client will review the refined site plan and provide a consolidated set of written review comments to Consultant. Consultant shall meet with the Client to discuss the review comments to ensure understanding of the requested changes. Consultant will proceed with the design phase of the work, incorporating the Client's review comments into the plans in the next phase. Additional revisions or refinements requested by the Client shall be provided as an Additional Service.

- I.10 Draft Construction Documents** – Based on the approved Design documents prepared to date (under previous phase), Consultant shall prepare, combine and refine documents to guide bidding and construction of the Project Elements designed by Consultant. Consultants documents shall include:
- **Hardscape Plans:**
 - Pedestrian Hardscape construction plans at a scale of approximately 1" = 20' to show the layout and type of hardscape materials, site furniture selections, and site vertical elements. Structural engineering documents will be included from the previous phase of work.
 - Fine grading for pedestrian areas, such that stormwater from these areas will be routed into the existing stormwater attenuation system. Consultant's grading plan for the pedestrian areas shall comply with FHA and ADA requirements regarding pedestrian access.
 - **Landscape Plans:**
 - Landscape construction plans showing the layout and name of plant materials including planters, trees, shrubs, and lawn areas.
 - Plant material schedule describing plants by name, size, and location.
 - **Construction details**, including details, elevations and sections provided as necessary to communicate the design intent and construction materials. These details were provided as part of the previous phase of work.
 - **Technical specifications** that define materials and methods appropriate for construction, shown as notes on the drawings
- I.11 Client Review** - Consultant will attend one (1) meeting the Client to review the progress of the Construction Documents. The Client shall provide written review comments/drawing markups that will be incorporated into the plans in each subsequent stage. Minor revisions will be incorporated into the documents based on review comments. Major changes that represent a significant departure from the original design program, budget, and approved concept shall be considered an Additional Service. The Construction Documents will be suitable for the Owner's use in bidding of the work detailed in this Scope of Services.
- I.12 Final Construction Documents** - Consultant shall prepare the final set of Landscape and Hardscape Construction Documents, incorporating review comments from the Client review meeting. The documents will be suitable for bidding and construction of the elements of the project as detailed in this Scope of Services.
- I.13 Bidding** – Consultant will provide the following services in support of the Client's work to solicit bids from qualified contractors. Services provided by the Consultant in support of the bid process include:
- Client will prepare the front-end specification/information for the bid form document/RFP. Consultant will prepare the bid proposal form and the Measurement and Payment section (Section 1025).
 - Address technical questions from the pre-bid conference relating to the bids and any further questions during the bidding period.
 - Provide assistance as needed to clarify comments and/or questions related to the construction plans.
 - Client will prepare addenda using Consultant's responses. Consultant will provide revised documents and/or specifications if needed.
 - Attend bid opening if required and will review bids and check bidder references to provide a recommendation of award.
 - Certify bid tabulation

Client shall be responsible for preparing the Bid Documents, advertising, and providing bidders a copy of the Bid Documents.

Part I – Design: Meetings and Deliverables

Meetings – The following meetings are included as part of the bidding process (all meetings are assumed to be via videoconference unless noted otherwise):

- *Kick-off meeting (1 meeting)*
- *Site Analysis Visit (1 visit)*

- *Site Plan review meeting (1 meeting)*
- *Project Coordination meetings (2 meetings)*
- *Review of Draft Construction Documents (1 meeting)*
- *Pre-bid meeting (1 meeting)*
- *Bid review meeting (1 meeting)*

Deliverables – As a result of these tasks, Consultant shall produce the following (all deliverables in .pdf format):

- *Site Plan refinements/markup*
- *One (1) copy of Draft Construction Documents (.pdf format)*
- *One (1) copy of Final Construction Documents (.pdf format)*
- *Bid/selection criteria*
- *RFI responses*
- *Tabulation of bid responses*
- *Construction Document addenda during bidding*

ASSUMPTIONS/EXCLUSIONS

- If, as part of the Scope of Services, Consultant provides an estimate of construction cost, then Client, acknowledging that actual costs are subject to the unpredictability of competitive bidding and market conditions and that Consultant has no control over the costs of labor and materials, agrees that any estimate is made only on the basis of the judgment and experience of those making the estimate and published indices of construction costs and that Consultant is not responsible for actual costs exceeding Consultant's estimate.
- Grading will be provided as a performance basis to drain towards existing sidewalks, inlets or streets.
- All required permits will be obtained by the contractor. Consultant's plans will be used for bidding and construction purposes only.
- It is assumed that the bike parking/site furnishing products approved as part of the schematic design will be utilized for the use of bidding and construction. Alternative/"Or Equal" products will not be provided/evaluated by the Consultant.
- Irrigation system design is not part of Consultant's services; it is assumed irrigation design will be design/build by the Contractor
- Provision of utilities to the site/project elements, electrical diagrams/plans, plumbing plans, and other utility routing plans are not included in Consultant's scope.
- The Consultant is not responsible for paying fees associated with permits, or for assembling and submitting permit package(s).

ADDITIONAL SERVICES

Consultant will provide Additional Services as mutually agreed between Consultant and the Client. An equitable adjustment to Consultant's compensation and time for performance will be made through an amendment to the Agreement for any Additional Services. Additional Services may include, but are not limited to:

- Meetings and Presentations not specifically outlined in the Scope of Services
- Services associated with Construction Observation
- Attendance at regular Client meetings or conference calls
- Additional work required due to inaccurate information provided by the Client or the design team.
- Revisions to previously approved plans
- Revisions to base/plans that result from changes by others (Client, Contractor, Architect, Engineers, Permitting Authorities)
- Significant changes to the Consultant's documents during or after bidding due to unknown site conditions, value engineering or other cost-saving measures submitted by bidders, inaccurate information provided by the Client, substantial deviations in materials, design or methods previously approved by the Client, regulatory agency requirements after permit approvals and/or construction budget changes.
- Value Engineering in response to Budget changes or Contractor bids

- Preparing as built or record drawings, including revising Construction Documents to show actual construction
- Property Services, including but not limited to determining zoning, applying for rezoning, variances, and/or subdivision of property
- Work required to accommodate any concealed or unknown conditions that are encountered at the Project Site that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities

PROJECT SCHEDULE

Consultant is prepared to begin work on the Project immediately upon receipt of the executed Agreement. Consultant, in consultation with the Client, shall perform its work in such a manner as to comply with a mutually agreed schedule.

	Estimated Start Date	Duration	Milestone
▪ Site Plan Refinement	Mid March 2021	2 Weeks	from Notice to Proceed
▪ Construction Documents	April 2021	2 Months	from approval of Site Plan
▪ Bidding	June 2021	2 Months	from completion of CDs

COMPENSATION

Consultant will provide the Scope of Services for the fees outlined below.

Part I - Design

\$28,000 Hourly, Not to Exceed

Direct expenses are included in the fees listed above. Direct expense may include, but are not limited to, costs associated with travel, printing and reprographics.

Subconsultants' fee(s) are included in Consultant's fee listed above.

HOURLY LABOR RATES

Principal III	\$220
Principal II	\$200
Principal I	\$185
Landscape Architect III	\$170
Landscape Architect II	\$150
Landscape Architect I	\$130
Designer III	\$120
Designer II	\$110
Designer I	\$100
Technical	\$75
Administration	\$70

OTHER LABOR RATES

Rates for expert testimony, litigation support, personal service contracts, and depositions/court appearances are subject to an additional premium. If additional services are authorized during the performance of a contract, compensation will be based on the Schedule of Fees in effect at the time the services are authorized.

ANNUAL BILLING RATE ADJUSTMENTS

Billing rates are adjusted each year to reflect updated labor cost categories. Labor cost of work authorized in subsequent calendar years will be based on current billing rates for those years.

December 15, 2020

Kody Smith, PLA
Principal
Dix-Hite
150 West Jessup Ave.,
Longwood, FL 32750

RE: City of Jacksonville Beach
Implementation Plan Professional Services During Construction
Jones Edmunds Opportunity No.:

Dear Mr. Smith:

Jones Edmunds & Associates, Inc. is pleased to provide Dix-Hite with this proposal for providing bidding and construction phase services to support you and the City during the Construction Phase of the Downtown Development Plan Construction Project.

PROJECT UNDERSTANDING

The City of Jacksonville Beach desires to engage Dix-Hite + Partners, Inc. (Dix Hite) to limited bid phase services in support of the City's development Implementation Plan (Project) in downtown Jacksonville Beach, FL. The project includes upgrades to Bicycle Parking Areas and construction of the improvements included in a Site Furnishings Plan. It is our understanding that the Project is ready to go to bid and we will be providing bid and construction phase services during the Construction Contract.

SCOPE OF SERVICES

This Scope of Services is to provide bidding-phase services during the construction of the downtown development implementation plan proposed upgrades. Jones Edmunds will assist Dix-Hite and the City during the bidding and award process for the Construction Contract for the project as follows:

- Review the bidders' cost proposals, prepare a proposal tabulation, and develop bid evaluation letter.

SCHEDULE

Jones Edmunds will begin work on this project upon receipt of purchase order and Notice to Proceed (NTP) from the County. The schedule for this project will be based on a mutual

agreement between the County and Jones Edmunds. Preliminarily, the project tasks are estimated to be completed as follows:

<u>Task</u>	<u>Calendar Days from NTP (Approximate)</u>
▪ NTP	0
▪ Bidding/Award/Start Construction	30

COMPENSATION

Jones Edmunds proposes to perform the Scope of Services as described herein for the lump sum fee of \$1,200.

PROPOSAL CLARIFICATIONS

The following exclusions and conditions apply to the Scope of Work, Fee Estimate, and Schedule.

1. Surveying, geotechnical, and materials testing costs are not included.
2. All permits required during construction will be the responsibility of the Contractor.

Jones Edmunds appreciates this opportunity to offer our professional engineering services to the City and Dix-Hite. Please do not hesitate to contact us if you have any questions regarding the proposed Scope of Services.

Sincerely,



Alan Foley, PE
Senior Project Manager
afoley@jonesedmunds.com
730 NE Waldo Road
Gainesville, FL 32641



Brian Icerman, PE
Managing Director / Vice President
thays@jonesedmunds.com



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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Chris Ambrosio, City Attorney
DATE:	February 25, 2021
SUBJECT:	Resolution No. 2074-2021
	Opposing Short-term Rental Senate Bill 522 and House Bill 219

BACKGROUND

Florida Senator Manny Diaz, Jr., and Representatives Jason Fischer and Anthony Sabatini are leading the effort to preempt regulation of short-term rentals to the state. Senator Diaz's Senate Bill 522 and Representatives Fischer and Sabatini's House Bill 219 would, except for ordinances adopted prior to June 1, 2011, preempt all local government regulation of short-term rentals to the State of Florida. A "one size fits all" approach by state regulation of short-term rentals in Florida ignores the fact that communities throughout our state are unique and have different needs with regard to this issue. The City of Jacksonville Beach ("City") is composed mostly of year-round residents who live, work, raise families, patronize local businesses, and engage in recreation in our City. Laws preempting the City's control over preserving the quality of life for those residents by regulating short-term rentals would dramatically impair many of the characteristics that make Jacksonville Beach a great place to live, work, raise families, do business, and engage in recreation. Decisions regarding matters directly impacting the quality of life of Florida's localities should be left to Florida's localities. The City seeks to preserve and protect home rule authority for Jacksonville Beach and local governments.

FINANCIAL IMPACT

None.

REQUESTED ACTION

- Adopt/Deny Resolution No. 2074-2021 opposing short-term rental Senate Bill 522 and House Bill 219

ATTACHMENTS

- Resolution No. 2074-2021

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2074-2021

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, OPPOSING FLORIDA SENATE BILL 522 AND HOUSE BILL 219, WHICH WOULD PREEMPT REGULATION OF SHORT-TERM RENTALS TO THE STATE; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Florida Senator Manny Diaz, Jr., and Representatives Jason Fischer and Anthony Sabatini are leading the effort to preempt regulation of short-term rentals to the state; and

WHEREAS, Senator Diaz's Senate Bill 522 and Representatives Fischer and Sabatini's House Bill 219 would, except for ordinances adopted prior to June 1, 2011, preempt all local government regulation of short-term rentals to the State of Florida; and

WHEREAS, a "one size fits all" approach by state regulation of short-term rentals in Florida ignores the fact that communities throughout our state are unique and have different needs with regard to this issue; and

WHEREAS, the City of Jacksonville Beach ("City") is composed mostly of year-round residents who live, work, raise families, patronize local businesses, and engage in recreation in our City; and

WHEREAS, laws preempting the City's control over preserving the quality of life for those residents by regulating short-term rentals would dramatically impair many of the characteristics that make Jacksonville Beach a great place to live, work, raise families, do business, and engage in recreation; and

WHEREAS, decisions regarding matters directly impacting the quality of life of Florida's localities should be left to Florida's localities; and

WHEREAS, the City seeks to preserve and protect home rule authority for Jacksonville Beach and local governments; and

WHEREAS, the City joins our neighbors the City of Atlantic Beach and the City of Neptune Beach in this effort.

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

SECTION 1. Adoption of Recitals. The foregoing recitals are deemed true and material parts of this Resolution and are fully incorporated herein by reference.

SECTION 2. Florida cities value the property rights of all citizens, but Senate Bill 522 and House Bill 219 would prevent cities from balancing the property rights of all. Therefore, the City Council of the City of Jacksonville Beach opposes Senate Bill 522 and House Bill 219, preempting local regulation of short-term rentals.

SECTION 3. The City Council directs the City Clerk to transmit a copy of this Resolution to the Florida Governor, the City of Jacksonville, the Florida League of Cities, and the Duval County delegation of the Florida Legislature for distribution.

SECTION 4. Repeal of Prior Inconsistent Resolutions and Council Decisions. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

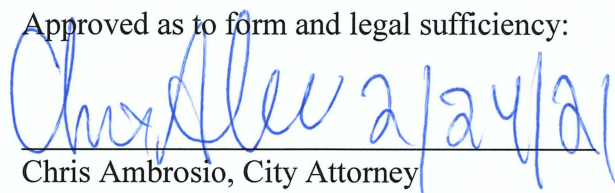
SECTION 6. Effective Date. This Resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2021.

Christine H. Hoffman, MAYOR

Laurie Scott, CITY CLERK

Approved as to form and legal sufficiency:


Chris Ambrosio, City Attorney



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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	January 27, 2021
SUBJECT:	Ordinance No. 2020-8143 [First Reading]
	CRA Southend District -TIF Reduction Interlocal Agreement (ILA) with City of Jacksonville

BACKGROUND

The purpose of this ordinance is to authorize the execution and adoption of the attached Interlocal Agreement (ILA) between the City of Jacksonville Beach and the City of Jacksonville which provides for a reduction of the Community Redevelopment Agency's (CRA) Tax Increment Funding (TIF) in the City of Jacksonville Beach's Southend Community Redevelopment District. It is proposed that the amount of TIF funds collected and distributed annually to the Southend District by the two Cities be reduced from the current amount of 95% of the TIF collected in the district, to 50%. It is expected that this new level of funding will remain sufficient to support the Southend Community Redevelopment District through to its expiration on June 14, 2047.

The following historical information on the Southend Community Redevelopment Area will lend some perspective and will support Jacksonville Beach's request at this time:

- The Southend Redevelopment Trust Fund was established in August, 1987, via COJB Ordinance No. 7354. Section 4 of that ordinance set the payment into the Southend Redevelopment Trust Fund at 95% of the annual tax increment collected. (The maximum amount allowed per Chapter 163, F.S.)
- The approved redevelopment plan for the Southend Redevelopment Area was determined to constitute a Development of Regional Impact (the Southend Redevelopment Area DRI), and was thus approved as such.
- The approved Development Order for the Redevelopment Area DRI laid out the spatial layout and intensities of development for the various land use categories proposed within the DRI (Single-family and multi-family residential, commercial, office, and recreation).
- Land assemblage, infrastructure, and development within the Southend Redevelopment Area has progressed steadily from 1987, pursuant to the approved DRI and Redevelopment Plan, and has included the following completed projects and their supporting public infrastructure:



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- ✓ Riptide, Ocean Cay, Paradise Key, and Tropical Terrace single-family residential subdivisions
- ✓ South Beach Park, including Skate Park, multipurpose field, tennis, sand volleyball, fitness/walking trail, playground, splash pad, restrooms and covered picnic areas.
- ✓ South Beach Parkway and South Beach Regional shopping centers, on the north and south sides of J. Turner Butler Blvd. at State Road A-1-A. (Home Depot, Publix, Target)
- ✓ South Beach - Mixed Commercial and Condominium project (including Pier 1, World Market, and Valencia condominiums)
- ✓ South Beaches Professional Park office park
- The COJB City Council adopted Resolution No. 1901-2012 in June 2012, rescinding the DRI Development Order, recognizing that the vast majority of development and supporting infrastructure contemplated in the Redevelopment Plan and DRI had been completed, and affirming that all mitigation requirements in the DRI Development Order had been satisfied.
- Following 2012 rescission of the DRI Development Order, TIF funding in the Southend Redevelopment Area focused on enhancements to South Beach Park, and infrastructure projects identified in a 2011 Capital Improvements amendment to the Southend Plan.
- In 2017, the COJB City Council passed Resolution No. 1973-2017, providing for maintenance of Tax Increment Funded capital improvements and facilities located within the Southend Redevelopment Area.
- In 2019, the Community Redevelopment Agency approved the yearend fund balance appropriation for the Southend District via Resolution No. 2015-05. For the first time since the district was established in 1986, its fund balance exceeded project estimates. As per F.S. §163.387(7), the excess funds were returned to the taxing authorities. The City of Jacksonville received \$3,046,473 and the City of Jacksonville Beach received \$1,493,000.
- The City's annual budgets for both 2020 and 2021 were prepared with an assumed 50% collection rate in the Southend TIF.

The CRA continues to implement the remaining components of the Southend Redevelopment Plan and to maintain TIF-funded infrastructure and amenities including the popular South Beach Park and state-of-the-art Skate Park. The last major undeveloped tract in the Redevelopment Area was rezoned in 2013 and platted and developed into the 59-lot Ocean Terrace single-family subdivision at South Beach Parkway and Butler Boulevard. Going forward, it is proposed to reduce the annual amount provided from each taxing authority from 95% to 50% for the Southend Tax Increment District.



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FINANCIAL IMPACT

A reduction in the Southend TIF collection rate to 50% will provide sufficient funding to support the Southend Community Redevelopment District through to its expiration date. This reduction will provide an additional \$750,000 per year in General Fund property tax revenues. In five (5) years, that totals \$3.75 million. At the same time, the Southend TIF will continue to receive \$2.5 million per year in annual tax revenues. Over five (5) years, a total \$12.5 million will be dedicated to funding the remaining Southend Plan projects and ongoing maintenance programs for TIF funded assets. Currently, the City's millage rate is set at \$3.9947. To raise an additional \$750,000 in the General Fund without adjusting TIF funding levels would require an increase in the millage rate of roughly \$0.26 mills.

Using 2021 taxable values, the chart below shows the change in property tax revenues amongst the taxing authorities as the collection rate is reduced from 95% to 50%.

	At 95%	At 50%	INCREASE /(DECREASE)
SOUTHEND TAX INCREMENT TRUST FUND	\$4,811,387	\$2,532,309	(\$2,279,078)
JACKSONVILLE BEACH GENERAL FUND	-	\$749,573	\$749,573
CITY OF JACKSONVILLE	-	\$1,529,505	\$1,529,505
TOTAL	\$4,811,387	\$4,811,387	-

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2020-8143, on its first reading, authorizing the execution and adoption of an Interlocal Agreement between the Cities of Jacksonville and Jacksonville Beach to reduce the amount of Tax Increment Funds (TIF) collected and distributed annually to the Southend Community Redevelopment District from the current amount of 95% of the TIF collected, to 50%.

ATTACHMENT

- Ordinance No. 2020-8143

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

ORDINANCE NO. 2020-8143

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, PROVIDING FOR REDUCTION OF COMMUNITY REDEVELOPMENT AGENCY TAX INCREMENT FINANCING (TIF) FOR THE SOUTHEND COMMUNITY REDEVELOPMENT AREA PURSUANT TO SECTION 163.387(1), FLORIDA STATUTES; AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF JACKSONVILLE/DUVAL COUNTY, FOR MUTUAL AGREEMENT OF THE TIF REDUCTION BY BOTH TAXING AUTHORITIES PURSUANT TO SECTION 163.387(3)(b), FLORIDA STATUTES; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach has the authority to adopt Ordinances pursuant to Article VIII of the Constitution of the State of Florida, and Chapter 166 Florida Statutes; and

WHEREAS, Chapter 163, Part III, Florida Statutes, known as the “Community Redevelopment Act of 1969” (“Redevelopment Act”) governs the creation and operation of community redevelopment agencies; and

WHEREAS, Section 163.387, Florida Statutes, establishes a redevelopment trust fund for each community redevelopment agency created pursuant to Section 163.356, Florida Statutes, and provides for its annual funding; and

WHEREAS, on November 4, 1985, the City of Jacksonville Beach (“City”) Council adopted Resolution No. 961 finding that a necessity existed for the redevelopment of a slum and blighted area known as the Southend, now commonly referred to as South Beach; and

WHEREAS, pursuant to the Redevelopment Act, the City created the Jacksonville Beach Community Redevelopment Agency (“Agency”), which is duly created, existing and authorized to receive “increment revenues” (“Increment”) as defined in Section 163.340(22), Florida Statutes and calculated pursuant to Section 163.387(1), Florida Statutes; and

WHEREAS, on June 15, 1987, the City Council adopted Resolution No. 1027 approving a plan for the redevelopment of the Southend Community Redevelopment Area (“CRA”), to be implemented by the Agency; and

WHEREAS, on August 3, 1987, the City Council adopted Ordinance No. 7354, establishing the CRA Trust Fund in order to finance the implementation of the approved Southend Redevelopment Plan; the Agency oversees the Trust Fund for the CRA; and

WHEREAS, following these acts by the City Council, the CRA was found to be a Development of Regional Impact (“DRI”) within the meaning of Section 380.06, Florida Statutes; and

WHEREAS, the CRA subsequently prepared an Application for Development Approval for the CRA DRI which resulted in the approval by City Council of a Development Order for the DRI on November 4, 1991, via Resolution No. 1247, which was subsequently revised to reflect additional conditions imposed by a settlement agreement with the Florida Department of Community Affairs via Resolution No. 1295, on August 3, 1992; and

WHEREAS, the DRI Development Order, as amended, provided for the overall development of the CRA, and required that mitigation of certain impacts of various developments within the CRA be implemented; and

WHEREAS, on June 4, 2012, the City Council adopted Resolution No. 1901-2012, rescinding the DRI Development Order, affirming that all mitigation requirements in the Development Order, as amended, had been satisfied or superseded by other completed improvements, and that all development within the CRA was in compliance with all parts of the Development Order, as amended; and

WHEREAS, now redevelopment of the CRA has been substantially completed to the point that it is appropriate to approve a reduction in the level of funding that the Southend Community Redevelopment Trust Fund receives annually from the City of Jacksonville (“Jacksonville”) and the City (collectively “Parties”); and

WHEREAS, the Parties are taxing authorities as defined in Section 163.340(24), Florida Statutes, and specifically as relates to the CRA; and

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” (“Cooperation Act”) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Section 163.387(3)(b), Florida Statutes, provides that alternate provisions contained in an interlocal agreement between a taxing authority and the governing body that created a community redevelopment agency may supersede the provisions of this section (“Redevelopment Trust Fund”); and

WHEREAS, pursuant to Section 163.387(3)(b), Florida Statutes, the City finds that an Interlocal Agreement (“Agreement”) between the City and Jacksonville, to create a mutually agreed reduction in the level of Increment financing of the Southend Community Redevelopment Trust Fund to be a beneficial, necessary and proper exercise of their powers, duties and public purposes authorized by law; and

WHEREAS, such Agreement would be entered into pursuant to the powers and authority granted to the Parties under the Constitution and laws of the State of Florida, including but not limited to, the authority of Section 163.01, Florida Statutes; and

WHEREAS, the Parties would enter into such Agreement pursuant to and under the authority of Section 163.387(3)(b), Florida Statutes; and

WHEREAS, the City finds that a portion of the current amount of Increment as calculated pursuant to Section 163.387(1) Florida Statutes, paid by the Parties to the Redevelopment Trust Fund is not currently necessary for redevelopment purposes as the CRA is largely and substantially completed; and

WHEREAS, the City finds that reduction of such Increment from the current amount of 95% of the tax increment financing collected in the district to 50%, paid by Jacksonville and the City, would allow both entities to use the funds comprising such reduction for valuable and necessary general governmental purposes; and

WHEREAS, the City hereby exercises jointly with Jacksonville, their common powers and authority concerning the amount of appropriation of Increment to the Redevelopment Trust Fund for the CRA which will result in Jacksonville's and the City's retention of a larger percentage of each Party's Increment payment calculated pursuant to Section 163.387(1), Florida Statutes; and

WHEREAS, Section 163.387(1), Florida Statutes, provides that the governing body may in an ordinance determine that the amount to be funded by each taxing authority annually shall be less than 95% of the difference between Section 163.387(1)(a) 1. and 2.¹, but in no event less than 50% of such difference; and

WHEREAS, the City Attorney and legal counsel for Jacksonville, reviewed and approve this Ordinance and the Agreement; and the City Council finds this Ordinance and the Agreement to be necessary, proper and convenient to the exercise of the powers, duties and purposes authorized by law, and they serve and benefit general public services and operations.

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

SECTION 1. The above recitals are ratified and confirmed as being true and correct and are made a part of this Ordinance and adopted as legislative findings.

SECTION 2. The City Council hereby authorizes execution and adoption of all of the terms of the *Interlocal Agreement Between City of Jacksonville, and City of Jacksonville Beach, For Reduction of Community Redevelopment Agency Tax Increment Financing*, that is affixed to

¹ Section 163.387(1)(a) 1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of a community redevelopment area; and

2. The amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the community redevelopment area as shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

and made a part of this Ordinance as Attachment 1, as the instrument to accomplish the intentions stated in this Ordinance and as contained therein.

SECTION 3. The City Clerk is hereby authorized and directed, after approval of the Agreement (Attachment 1) by the respective governing bodies of the Parties and the execution thereof by the duly qualified and authorized officers of each of the Parties, to cause the Agreement, and any subsequent amendment thereto, to be filed with the Clerk of the Circuit Court in Duval County, Florida, in accordance with the requirements of Section 163.01(11), Florida Statutes.

SECTION 4. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered into by the City that are in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 5. If any section, subsection, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE. This Ordinance will immediately take effect upon its adoption by the City Council.

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

Christine H. Hoffman, Mayor

Laurie Scott, City Clerk

Approved as to form and legal sufficiency:

Chris Ambrosio, City Attorney

ATTACHMENT 1

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND THE
CITY OF JACKSONVILLE BEACH FOR REDUCTION OF COMMUNITY
REDEVELOPMENT AGENCY TAX INCREMENT FINANCING**

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF JACKSONVILLE/DUVAL
COUNTY AND THE CITY OF JACKSONVILLE BEACH FOR REDUCTION OF
COMMUNITY REDEVELOPMENT AGENCY TAX INCREMENT FINANCING**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between the DUVAL COUNTY/CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and State Laws of Florida, which hold powers as a county government under Florida law (“Jacksonville”) and the CITY OF JACKSONVILLE BEACH, a municipal corporation existing under the laws of the State of Florida (“Jacksonville Beach”) (collectively the “Parties”).

WHEREAS, Jacksonville is a consolidated government in the form of a municipal corporation that is successor to the county government of Duval County, for purposes of this Agreement, Jacksonville is exercising its power as a county government pursuant to Section 3.01 of its Charter; and

WHEREAS, for purposes of this Agreement, Jacksonville Beach is exercising its power as a municipal government pursuant to Sections 2 and 53 of its City Charter; and

WHEREAS, Chapter 163, Part III, Florida Statutes, known as the “Community Redevelopment Act of 1969” (“Redevelopment Act”) governs the creation and operation of community redevelopment agencies; and

WHEREAS, pursuant to the Redevelopment Act, Jacksonville Beach created the Jacksonville Beach Community Redevelopment Agency (“Agency”); and

WHEREAS, the Agency is duly created, existing and authorized to receive “increment revenues” (“Increment”) as defined in Section 163.340(22), Florida Statutes, and as calculated according to Section 163.387(1), Florida Statutes; and

WHEREAS, the Agency oversees the Trust Fund for the Southend Community Redevelopment Area (“CRA”) that is within the boundaries of Jacksonville Beach; and

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” (“Cooperation Act”) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties are taxing authorities as defined in Section 163.340(24), Florida Statutes, and specifically as relates to the CRA; and

WHEREAS, the Parties find this Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law, and it serves and benefits general public services and operations; and

WHEREAS, this Agreement is entered into pursuant to the powers and authority granted to the Parties under the Constitution and laws of the State of Florida, including but not limited to, the authority of Section 163.01, Florida Statutes; and

WHEREAS, the Parties enter into this Agreement pursuant to provisions of Section 163.387(3)(b), Florida Statutes, which provides that alternate provisions contained in an interlocal agreement between a taxing authority and the governing body that created the community redevelopment agency may supersede the provisions of this section with respect to that taxing authority; and

WHEREAS, the Parties are in agreement that a portion of the current amount of Increment as calculated pursuant to Section 163.387(1) Florida Statutes, paid by the Parties to the Trust Fund of the CRA is not currently necessary for redevelopment purposes as the CRA is largely and substantially completed; and

WHEREAS, the Parties are in agreement that reduction of such Increment paid by the Parties would allow both entities to use the funds comprising such reduction for general governmental public purposes and service; and

WHEREAS, the Parties wish to exercise jointly their common powers and authority concerning the amount of appropriation of Increment to the Trust Fund for the CRA which will result in Jacksonville's and Jacksonville Beach's retention of a percentage of each Party's Increment payment calculated pursuant to Section 163.387(1), Florida Statutes, as specified herein.

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

ARTICLE I - INTRODUCTION

Section 1.01 Authority. This Agreement is entered into pursuant to and in compliance with the authority and requirements set forth in the Cooperation Act, the Redevelopment Act, and other applicable laws.

Section 1.02 Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated herein.

Section 1.03 Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate official bodies of the Parties, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

ARTICLE II - INCREMENT REVENUES

Section 2.01 Southend Community Redevelopment Area. The Parties agree that:

- (i) while the Increment for the CRA accruable to Jacksonville as provided for in Section 163.387, Florida Statutes, shall be calculated pursuant to Section 163.387, Florida Statutes, Jacksonville shall, as consideration for entering into this Agreement, retain Fifty Percent (50%) of such Increment commencing on January 1, 2021, and on each

January 1 thereafter for the duration of the time period that Increment for the CRA accruable to Jacksonville continues to become due.

- (ii) while the Increment for the CRA accruable to Jacksonville Beach as provided for in Section 163.387, Florida Statutes, shall be calculated pursuant to Section 163.387, Florida Statutes, Jacksonville Beach shall, as consideration for entering into this Agreement, retain Fifty Percent (50%) of such Increment commencing on January 1, 2021, and on each January 1 thereafter for the duration of the time period that Increment for the CRA accruable to Jacksonville Beach continues to become due.

ARTICLE III -MISCELLANEOUS PROVISIONS

Article 3.01 **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed a waiver of immunity limits of liability of any of the Parties beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or other Florida statute or law. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 3.02 **Negotiation at Arm's Length.** This Agreement has been negotiated fully between the Parties as an arm's length transaction and with the assistance of legal counsel. All Parties participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the language in question will not be interpreted or construed against any of the Parties.

Section 3.03 **Notices.** Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated; or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified by written notice to the other Parties delivered in accordance herewith.

If to Jacksonville: Office of the Mayor
 117 West Duval Street
 Suite 400
 Jacksonville, Florida 32202

With a copy to: Office of General Counsel
 117 West Duval Street
 Suite 480
 Jacksonville, Florida 32202

If to Jacksonville Beach: City Manager
 11 North Third Street
 Jacksonville Beach, Florida 32250

With a copy to:

CRA Administrator
Jacksonville Beach CRA
11 North Third Street
Jacksonville Beach, FL 32250
and
Office of City Attorney
11 North Third Street
Jacksonville Beach, FL 32250

Section 3.04 Assignment or Transfer. No Party may assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State of Florida without the prior written consent of the other Party. No Party may transfer its rights or obligations under this Agreement to a private party or entity.

Section 3.05 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Jacksonville, Jacksonville Beach, the Agency, and their respective successors.

Section 3.06 Filing. The Jacksonville Beach City Clerk is hereby authorized and directed, after approval of this Agreement by the respective governing bodies of the Parties and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, to cause this Agreement, and any subsequent amendment hereto, to be filed with the Clerk of the Circuit Court in Duval County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 3.07 Applicable Law and Venue. This Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Duval County, Florida.

Section 3.08 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable part shall be deemed severable and the remaining parts of this Agreement shall continue in full force and effect provided that the rights and obligations of the Parties are not materially prejudiced and the intentions of the Parties can continue to be effected.

Section 3.09 Joint Effort. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 3.10 No Third Party Beneficiaries. This Agreement is an administrative agreement generated solely for the benefit of the parties hereto and no right or cause of action shall accrue by reason of or for the benefit of any third party. Nothing in this Agreement, expressed or implied, is intended nor shall it be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors, and assigns.

Section 3.11 Mutual Cooperation. The Parties agree to cooperate and deliver any further documents or perform any additional acts to accomplish the agreements set forth herein.

Section 3.12 Construction. This Agreement is the result of the negotiations among and between the Parties and such that all Parties have contributed materially and substantially to its preparation, and shall not be construed more strictly against one party than the other.

Section 3.13 Intent and Interpretation. This Agreement shall not be construed as modifying or altering the governmental powers of the Parties as they now exist or may be modified in the future, except as are lawfully and expressly provided by the terms of this Agreement.

Section 3.14 Entire Agreement. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

Section 3.15 Effective Date. This Agreement shall become effective upon the filing of same pursuant to Section 3.06 above.

[Signature Page Follows On Next Page]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement on the date and year first above written.

Attest:

CITY OF JACKSONVILLE

By: _____
Corporation Secretary

By: _____
Lenny Curry, Mayor

Date: _____

Date: _____

Form Approved:

By: _____
Office of General Counsel

CITY OF JACKSONVILLE BEACH

Attest:

Sign: _____

Sign: _____

Print: Laurie Scott, City Clerk

Print: Christine H. Hoffman, Mayor

Date: _____

Date: _____

Sign: _____

Approved as to form and legal sufficiency:

Print: Michael J. Staffopoulos, City Manager

By: _____
Chris Ambrosio, City Attorney

Date: _____



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Chris Ambrosio, City Attorney
DATE:	February 25, 2021
SUBJECT:	Ordinance No. 2021-8161 [First Reading]
	Service of Notice of Claims and False Claims Code

BACKGROUND

The current City Code of Ordinances has no provision for service of notice of claims, or any portion that encompasses false, fraudulent, or inflated claims made against the City.

Section 768.28, Florida Statutes, permits Florida municipalities to be sued in tort to the extent permitted by that section and requires that as a condition precedent to a claimant proceeding with a legal action against the City brought under that statute, the claimant must provide proper statutory notice to the City. Section 768.28, Florida Statutes, does not prescribe the method of giving this notice to a municipality and confusion has been caused by the absence of a method because notices are often served upon individuals who are not authorized by law or rule to receive these notices on behalf of the City or Departments. A definite, codified form of accomplishing the given notice would assist all parties by assuring that proper attention is given to the notices and the claims they represent, and provide the City with additional protections for handling claims. Other cities and Counties have codified their service requirements for claimants to provide notice of claims as a condition precedent to bringing a claim against the local government. For example, City of Jacksonville, and Monroe County have notice of claim codes.

The Florida False Claims Act provides a comprehensive separate remedy for the State for fraudulent claims for state funds and is modeled after the Federal Civil False Claims Act, which have enabled the state and federal governments to make civil recoveries. The Florida False Claims Act does not encompass false or fraudulent claims presented to a municipality. The City has the authority to create its own set of municipal false claims codes that have similar purposes and intent as the Florida False Claims Act does for the State. The City Code of Ordinances should be amended to include protections for the City against false, fraudulent, or inflated claims for payment made by persons, companies and firms. And further amended to designate the method by which claimants must provide statutory notice to the City in order to institute a legal action against the City.



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

FINANCIAL IMPACT

None

REQUESTED ACTION

- Approve/Disapprove Ordinance No. 2021-8161, on the first reading, and schedule a second reading for March 15, 2021.

ATTACHMENTS

- Ordinance No. 2021-8161

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

ORDINANCE NO. 2021-8161

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

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 768.28, Florida Statutes, permits Florida municipalities to be sued in tort to the extent permitted by that section; and

WHEREAS, Section 768.28, Florida Statutes, requires that as a condition precedent to a claimant proceeding with a legal action against the City brought under that statute, the claimant must provide proper statutory notice to the City; and

WHEREAS, Section 768.28, Florida Statutes, does not prescribe the method of giving this notice to a municipality, and confusion has been caused by the absence of a method because notices are often served upon individuals who are not authorized by law or rule to receive these notices on behalf of the City or Departments; and

WHEREAS, a definite, codified form of accomplishing the given notice would assist all parties by assuring that proper attention is given to the notices and the claims they represent, and provide the City with additional protections for handling claims; and

WHEREAS, the Florida False Claims Act provides a comprehensive separate remedy for the State for fraudulent claims for state funds; and

WHEREAS, the Florida False Claims Act is modeled after the Federal Civil False Claims Act, which has enabled the state and federal governments to make civil recoveries; and

WHEREAS, the Florida False Claims Act does not encompass false or fraudulent claims presented to a municipality; and

WHEREAS, the City has the authority to create its own set of municipal false claims codes that have similar purposes and intent as the Florida False Claims Act does for the State; and

WHEREAS, the City Code of Ordinances should be amended to include protections for the City against false, fraudulent, or inflated claims for payment made by persons, companies, and firms; and

WHEREAS, the City Council hereby finds that this Ordinance serves legitimate government purposes, serves to help protect public funds, and is in the best interests of the public health, safety, and welfare of the citizens of the City of Jacksonville Beach.

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

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

SECTION 2. THAT THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED BY ADDING TO CHAPTER 16, ARTICLE I, SECTIONS 16-12 THROUGH 16-13, WHICH SAID SECTIONS SHALL READ AS FOLLOWS:

Sec. 16-12. – Service of Notice of Claims made pursuant to Section 768.28, Florida Statutes.

(1) *Intent.* It is the intent of the City Council to specify the manner in which notice under Section 768.28, Florida Statutes, is to be served upon the City.

(2) *Service of notices upon City.* Notices required to be given to the City pursuant to the provisions of Section 768.28, Florida Statutes, shall be served upon the City Attorney and the City Manager by certified mail.

(3) *Contents of notice.* In addition to the information required by Section 768.28(6), Florida Statutes (as amended), a notice served upon the City Attorney and the City Manager pursuant to this section shall contain the following information:

- a. The name and address of the claimant.
- b. The date, time, and place of the injury, accident, or occurrence complained of.
- c. A description of the injury or damage suffered by all claimants.
- d. The names of the agents, officers, or employees of the City, independent agency, organization, or entity involved, if known to the claimant.
- e. A statement, in general terms, of the relief sought from the City.

(4) *Effect of giving notice.* The effect of giving notice to the City Attorney and the City Manager as prescribed in the section shall be to give legally effective notice to the City under Section 768.28, Florida Statutes, if the notice otherwise complies with all of the requisite and conditions precedent information requirements of Section 768.28, Florida Statutes. A notice which fails to comply with the requirements of this section or which is served other than as prescribed by

this section shall not constitute sufficient notice required by Section 768.28, Florida Statutes. Any notice that also does not comply with Section 768.28, Florida Statutes, shall be defective and insufficient.

Sec. 16-13. – False claims.

(1) Purpose and construction. The purpose of this section is to deter persons from knowingly causing, assisting in causing, or attempting to cause the City to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties for the City when money is sought or obtained from the City by reason of a false, fraudulent, or inflated claim. The provisions of this section are not exclusive. The remedies provided for in this section shall be in addition to any other remedies provided for in any other law, or available under common law, or otherwise. This section shall be liberally construed and applied to promote the public interest and safekeeping of City resources.

(2) Definitions. As used in this section, the following words and terms shall have the meanings ascribed to them, except when the context clearly indicates a different meaning:

Claim means any invoice, statement, request, demand, lawsuit, claim, cause of action, legal action, or action, under contract or otherwise, for money, property, recovery of damages or injury, or services made to any employee, officer, or agent of the City, or to any claimant, contractor, firm, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued to, or was provided to the City, or that caused the City to pay any insurance deductible.

Claimant means any person who brings, submits, files, maintains, or pursues a claim, cause of action, lawsuit, or legal action, or whoever submits any invoice, statement, request, or demand to the City.

City means the City of Jacksonville Beach, Florida, or any department, division, council, agency, or board of the City.

Final bid takeoff means the final estimate, tabulation, or worksheet(s) prepared by the contractor in anticipation of the bid submitted, and which shall reflect the final bid price.

Knowing or knowingly means that a person, with respect to information:

- a. Has actual knowledge of the information;
- b. Acts in deliberate ignorance of the truth or falsity of the information; or
- c. Acts in disregard of the truth or falsity of the information.

Overhead per diem means the amount calculated by dividing the total overhead costs set forth in the final bid takeoff by the number of days for substantial completion of the work set forth in the contract.

Person means any natural person, corporation, firm, association, organization, partnership, agency, limited liability company, business, trust, municipality, or other form of government.

(3) Certification of claims.

- a. Upon the request of the City Manager or City Attorney, or their designees, the person who has submitted any type of claim shall, within 30 days (including Saturdays, Sundays, and legal holidays), submit a certified claim as defined by this section. A “certified claim” shall be made under oath and shall contain a statement that:
 - i. The claim is made in good faith;
 - ii. The claim’s supporting data are accurate and complete to the best of the person’s knowledge and belief;
 - iii. The amount of the claim accurately reflects the amount that the claimant believes is due or owing from the City; and
 - iv. The certifying person is duly authorized by the claimant to certify the claim.
- b. Failure to provide the requested certification within the prescribed 30-day period shall constitute a forfeiture of the entire claim.

(4) Liability for false claims; penalties.

- a. The following action(s) shall constitute a violation of this section:
 - i. Any person who knowingly presents or causes to be presented to the City, or to any officer, employee, or agent of the City, a false fraudulent, or inflated claim for payment for recovery of loss or damages or for approval;
 - ii. Any person who knowingly makes, uses, or causes to be made or used, a false record, information, or statement to get a false, fraudulent, or inflated claim paid or approved by the City;
 - iii. Any person who conspires to defraud the City by facilitating the payment of a false, fraudulent, or inflated claim allowed or paid by the City;
 - iv. Any person who delivers, with the intent to defraud the City, goods or services of different quality or quantity than that specified in the applicable contract;
 - v. Any person who is authorized to make or deliver a document certifying receipt of property used, or to be used, by the City and, intending to defraud the City, makes or delivers the receipt without completely knowing that the information on the receipt is true; or
 - vi. Any person who knowingly makes, uses, or causes to be made or used, a false record, information, or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City, or to conceal any mitigating factors that would reduce the City’s liability.
- b. Any beneficiary of an inadvertent submission of a false claim to the City, who subsequently discovers the falsity of the claim, and who fails to disclose the falsity of the claim to the City within 30 days of discovering the error, shall also be found to have submitted a false claim to the City.
- c. Any person found to have submitted a false claim to the City shall:
 - i. Be liable to the City for an amount equal to three times that part of the claim which is false, fraudulent, or inflated;

- ii. Immediately, fully, and irrevocably forfeit the entire amount of the claim;
- iii. Be liable to the City for all costs and fees (including, without limitation, reasonable legal, expert, and consulting fees) incurred by the City to review, defend, and evaluate the claim; and
- iv. In the case of contractors, vendors, suppliers, and service providers, may be subject to debarment from City contracting for a period not to exceed five years. Additionally, any person who certified a claim later found to be false may be subject to debarment from City contracting for a period not to exceed five years.
- d. Liability under this section shall be joint and several for any act committed by two or more persons.
- e. Nothing contained herein shall preclude the prosecution of criminal laws against the person submitting the false or fraudulent claim.

(5) Civil actions for false claims. The City Manager or City Attorney, and their designees, may investigate a violation under this section. If the City Manager or City Attorney or their designees find that a person has violated or is violating this section, he or she may request approval from the City Council to bring a civil action against the person on behalf of the City.

(6) Expenses; attorney's fees and costs.

- a. If the City initiates an action under this section and the City prevails in such action, the City shall be awarded its reasonable attorney's fees, expenses, and costs.
- b. No liability shall be incurred by the City for any expenses, attorney's fees, or other costs incurred by any person in bringing or defending an action under this section, except as otherwise specifically provided by law.

(7) Exemptions to civil actions.

- a. In no event may a person bring an action under this section based upon allegations or transactions that are solely the subject of a civil action or an administrative proceeding in which the City is already a party.
- b. No court shall have jurisdiction over an action brought under this section based upon the public disclosure of allegations or transactions in a criminal, civil, or administrative hearing; in a legislative, administrative, or inspector general report, hearing, audit, or investigation; or from the news media, unless the action is brought by the City.
- c. No court shall have jurisdiction over an action where the person bringing the action under this section is an employee or former employee of the City and the action is based, in whole or in part, upon information obtained in the course or scope of City employment.
- d. No court shall have jurisdiction over an action where the person bringing the action other than the designated City official obtained the information from an employee or former employee of the City.

(8) *Protection for participating employees.* Any employee who is discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms or conditions of employment by his or her employer because of lawful acts done by the employee in furtherance of an action under this section, including investigation for, initiation of, testimony for, or assistance in an action filed or to be filed under this section, shall have a cause of action under Section 112.3187, Florida Statutes.

(9) *Burden of proof regarding claims under contracts; presumption of false claim.*

- a. Whenever practicable, bid specifications for City contracts shall contain a requirement that the successful bidder maintain, as a condition precedent to submitting a claim against the City, a final bid takeoff. The final bid takeoff shall contain a line item for allocation of overhead costs.
- b. Upon request from the City, a contractor making a claim against the City for delay or other damages shall submit, within 20 days, a copy of the final bid takeoff, certified pursuant to this subsection. Failure to provide the requested certification shall constitute a forfeiture of the claim for delay or other damages. The certification shall be submitted under oath by a person duly authorized by the claimant and shall contain a statement that:
 - i. The final bid takeoff was prepared contemporaneously with the bid and in anticipation of the bid for the project;
 - ii. The contractor relied on the final bid takeoff to prepare the bid and the original schedule of values; and
 - iii. The final bid takeoff has not been altered in any way.
- c. Any claim for extended overhead costs that exceeds, on a per diem basis, more than ten percent of the overhead per diem contained in the final bid takeoff shall be presumed to be a false claim, and the contractor shall have the burden of proving that any such claim for extended overhead is not false.

(10) *Innocent claimant affirmative defense.* The provisions of this section shall not apply if the claimant can demonstrate by a preponderance of the evidence each of the following facts:

- a. The claimant submitted or caused to have submitted the claim to or against the City reasonably believing that such claim was free of any material misstatements, or any exaggerated, inflated, or unsubstantiated assertions or damages;
- b. The claimant had no reasonable basis to doubt the truth, veracity, or accuracy of such claim at the time it was submitted;
- c. Prior to submitting the claim, the claimant diligently investigated the facts underlying such claim and prepared the claim in a reasonable manner given all the relevant information available; and
- d. When information indicating that any element, statement, or allegation in the claim was false or misleading first became available, such claimant, within five business days of discovering the falsity of the claim, took immediate steps to modify, correct, or withdraw such claim and provided the City Manager and City Attorney with immediate notice thereof.

SECTION 4. CONFLICTING ORDINANCES. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 6. CODIFICATION. The City Council intends that this Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

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

Christine H. Hoffman, Mayor

Laurie Scott, City Clerk

Approved as to form and legal sufficiency:

Chris Ambrosio, City Attorney