



City of Jacksonville Beach

Agenda

11 North Third Street
Jacksonville Beach, Florida

City Council

Monday, June 3, 2024

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

A. Regular City Council Meeting held on May 20, 2024

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A.
 - 1. Approve the First Amendment to the Agreement between the City of Jacksonville Beach and the Volunteer Life Saving Corps for Ocean Rescue Services dated April 17, 2023;
 - 2. Delegate authority to the City Manager to negotiate and execute any subsequent amendments to the Agreement between the City of Jacksonville Beach and the Volunteer Life Saving Corps for Ocean Rescue Services that relate solely to the scope and level of VLSC operations
- B. Approve the First Amendment to and Second Extension of the Contract Agreement with Archstone Connections, LLC, doing business as Drops and Watts for energy and water audit services
- C. Approve the First Amendment to and First Extension of the Contract Agreement for Sludge Hauling Continuous Services with Revinu, Inc.

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER/NEW BUSINESS

- A. Approve/Disapprove the advanced purchase of vehicle #254 included in the FY2024-2028 Capital Improvement Plan for Beaches Energy Services.
- B. Approve/Disapprove additional sanitary sewer pipe-lining for area around emergency repair for an amount not to exceed \$400,000

RESOLUTIONS**ORDINANCES****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.

If you are a person with a disability who needs an accommodation to participate in a meeting, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator by phone 904-712-6297 or submit an [Accommodation Request](#) to the ADA Coordinator as far in advance of the meeting as possible; preferably 7 days but no less than 2 business days, before the meeting. If you are hearing or voice impaired, please call Florida Relay at 711 for assistance.

**Minutes of Regular City Council Meeting
held Monday, May 20, 2024 at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

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

CALL TO ORDER:

Mayor Pro-Tem Golding called the meeting to order at 6:00 P.M.

ROLL CALL:

Mayor: Christine Hoffman (absent)

Mayor Pro-Tem: Sandy Golding

Council Members: Bill Horn Dan Janson
Fernando Meza Greg Sutton John Wagner

Also present were: City Manager Mike Staffopoulos, City Attorney David Migut, Chief Financial Officer Ashlie Gossett, Director of Public Works Dennis Barron, Director of Planning and Development Heather Ireland, Chief of Parks Maintenance and Development Trevor Hughes, Fire Marshal Steve Sciotto, Community Redevelopment Agency (CRA) Coordinator Taylor Mobbs, Senior Planner Christian Popoli, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

Motion: It was moved by Mr. Janson, seconded by Mr. Sutton, and passed unanimously to approve the following minutes:

- Regular City Council Meeting held on May 6, 2024
- Council Briefing held on May 13, 2024

APPROVAL OF THE AGENDA

Motion: It was moved by Mr. Janson, seconded by Mr. Sutton, to approve the agenda.

Voice Vote: In a voice vote, the motion passed unanimously.

ANNOUNCEMENTS:

Mayor Pro-Tem Golding participated in a tabletop hurricane exercise in preparation for the season, led by Fire Marshal Sciotto. She mentioned several City Council members attended the Northeast Florida League of Cities meeting, where Council Members Janson, Meza, Golding, and City Manager Staffopoulos were recognized as Hometown Heroes. Ms. Golding announced the Duval County Public Schools (DCPS) Community Meeting to discuss the master facility plan would be held on May 21, 2024. Additionally, she noted a Memorial Day Ceremony would take place on May 27, 2024 at Beaches Veterans Memorial Park and announced the inaugural Jax Beach Country Music Fest on June 2, 2024. She also mentioned a Beaches Watch Town Hall with City of Jacksonville Council Member Rory Diamond on June 5, 2024 at the Beaches Branch Library. Finally, Ms. Golding stated Senate Bill 280 had not yet been sent to Governor DeSantis and encouraged contacting the Governor's Office to veto the bill.

Council Member Wagner recounted his visit to Seabreeze Elementary School and urged support for initiatives to secure the Beaches schools.

COURTESY OF THE FLOOR TO VISITORS:

- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach, spoke about downtown development.

CONSENT AGENDA:

Item A **Accept the Monthly Financial Reports for the month of April 2024**

Item B **Approve the Lease Agreement between the City of Jacksonville Beach and the Volunteer Lifesaving Corps for the former Fire/Rescue Station Building located at 396 1st Avenue South effective June 1, 2024**

Item C **Approve the Lease Agreement between the City of Jacksonville Beach and ASAP Towing, Inc., for parcel 722-F in the Jacksonville Beach Industrial Park**

Item D **Approve the Lease Agreement between the City of Jacksonville Beach and BEAM for the Community Services Center located at 850 6th Avenue South**

Motion: It was moved by Mr. Janson, seconded by Mr. Horn, to approve the Consent Agenda.

Voice Vote: In a voice vote, the motion passed unanimously.

MAYOR AND CITY COUNCIL: None

CITY CLERK: None

CITY MANAGER/NEW BUSINESS:

- Item A** **1. Authorize the following Elected Officials to attend the Florida League of Cities Annual Conference from August 15th-17th in Hollywood, FL:**
_____.
- 2. Appoint _____ as voting delegate at the Annual Conference on behalf of the City of Jacksonville Beach**

City Manager Mike Staffopoulos provided background on the item.

Motion: It was moved by Mr. Janson, seconded by Mr. Sutton, to authorize the following Elected Officials to attend the Florida League of Cities Annual Conference from August 15th-17th in Hollywood, FL: Vice Mayor Golding, and Council Members Meza, Wagner, Janson, Sutton, and Horn.

Discussion: None

Roll Call Vote: Ayes – Horn, Janson, Meza, Sutton, Wagner, and Mayor Pro-Tem Golding

The motion passed unanimously.

Motion: It was moved by Mr. Janson, seconded by Mr. Horn, to appoint Mayor Pro-Tem Golding as voting delegate at the Annual Conference on behalf of the City of Jacksonville Beach.

Discussion: None

Roll Call Vote: Ayes – Janson, Meza, Sutton, Wagner, Horn, and Mayor Pro-Tem Golding

The motion passed unanimously.

Motion: It was moved by Mr. Sutton, seconded by Mr. Wagner, to appoint Council Member Janson as the backup voting delegate at the Annual Conference on behalf of the City of Jacksonville Beach.

Discussion: None

Roll Call Vote: Ayes – Meza, Sutton, Wagner, Horn, Janson, and Mayor Pro-Tem Golding

The motion passed unanimously.

Item B **Approve/Disapprove an Agreement with HAVIC Studios for the design fee associated with the "Sea Life in the City" sea turtle sculpture**

CRA Coordinator Taylor Mobbs provided background on the item.

Motion: It was moved by Mr. Janson, seconded by Mr. Horn, to approve an Agreement with HAVIC Studios for the design fee associated with the "Sea Life in the City" sea turtle sculpture.

Discussion: A discussion ensued about the potential location of the sculpture.

Roll Call Vote: Ayes – Sutton, Wagner, Horn, Janson, Meza, and Mayor Pro-Tem Golding

The motion passed unanimously.

Item C **Approve/Disapprove an emergency sanitary sewer repair at 22nd Street North and 9th Avenue North to be completed by United Brothers Development Corporation for an amount not to exceed \$1,077,022**

Director of Public Works Dennis Barron provided background on the item.

Motion: It was moved by Mr. Janson, seconded by Mr. Wagner, to approve an emergency sanitary sewer repair at 22nd Street North and 9th Avenue North to be completed by United Brothers Development Corporation for an amount not to exceed \$1,077,022.

Discussion: A discussion ensued about funding from reserves, notification of residents, and longevity of the new sewer pipe.

Roll Call Vote: Ayes – Wagner, Horn, Janson, Meza, Sutton, and Mayor Pro-Tem Golding

The motion passed unanimously.

Item D **Approve/Disapprove an additional funding allocation for the 10th Street South Drainage and Roadway Improvement Project final billing**

Mr. Barron provided background on the item.

Motion: It was moved by Mr. Janson, seconded by Mr. Horn to approve an additional funding allocation for the 10th Street South Drainage and Roadway Improvement Project final billing.

Discussion: A discussion ensued about funding.

Roll Call Vote: Ayes – Horn, Janson, Meza, Sutton, Wagner, and Mayor Pro-Tem Golding

The motion passed unanimously.

RESOLUTIONS:

Item A Adopt/Deny Resolution No. 2173-2024 revising electric rates for Beaches Energy Services

Chief Financial Officer Ashlie Gossett provided background on the item.

Mayor Pro-Tem Golding requested the City Clerk read Resolution No. 2173-2024 by title only, whereupon Ms. Gosselin read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO REVISE ELECTRIC RATES FOR BEACHES ENERGY SERVICES; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Motion: It was moved by Mr. Janson, seconded by Mr. Sutton, to adopt Resolution No. 2173-2024 revising electric rates for Beaches Energy Services.

Discussion: None

Roll Call Vote: Ayes – Janson, Meza, Sutton, Wagner, Horn, and Mayor Pro-Tem Golding

The motion passed unanimously.

Item B Adopt/Deny Resolution No. 2175-2024 approving the honorary street name designation applications for Fallen Wartime Military Veterans and Honorees Keith, Robinson, and Hurst

Chief of Parks Maintenance and Development Trevor Hughes provided background on the item.

Mayor Pro-Tem Golding requested the City Clerk read Resolution No. 2175-2024 by title only, whereupon Ms. Gosselin read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, APPROVING APPLICATIONS AND HONORARY STREET NAME DESIGNATION SIGN LOCATIONS FOR FALLEN WARTIME MILITARY VETERANS UNDER THE HONORARY STREET SIGN DESIGNATION POLICY; AUTHORIZING SIGN INSTALLATION; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR

**INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS,
SEVERABILITY, AND AN EFFECTIVE DATE.”**

Motion: It was moved by Mr. Janson, seconded by Mr. Sutton, to adopt Resolution No. 2175-2024 approving the honorary street name designation applications for Fallen Wartime Military Veterans and Honorees Keith, Robinson, and Hurst.

Public Hearing:

The following spoke in support of the resolution:

- Lenny Jevic, 239 Seminole Road, Atlantic Beach

Discussion: A discussion ensued about honoring veterans and gratitude for Mr. Jevic.

Roll Call Vote: Ayes – Meza, Sutton, Wagner, Horn, Janson, and Mayor Pro-Tem Golding

The motion passed unanimously.

ORDINANCES:

Item A Approve/Disapprove Ordinance No. 2024-8214 on the first reading to transmit the 2050 Comprehensive Plan to the State Agencies for official review, and schedule a second reading for a future date to be determined

Director of Planning and Development Heather Ireland provided background on the item.

Ms. Blair Knighting, Kimley-Horn, provided additional background on the item.

Mayor Pro-Tem Golding requested the City Clerk read Ordinance No. 2024-8214 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TRANSMITTING PROPOSED AMENDMENTS TO THE 2030 COMPREHENSIVE PLAN AND ALSO TRANSMITTING A NEW MAP SERIES AND DATA AND ANALYSIS TO THE STATE OF FLORIDA’S VARIOUS AGENCIES FOR REVIEW AND COMMENT; PROVIDING FOR ADOPTION OF SAID AMENDMENTS AND ADOPTING A 2050 COMPREHENSIVE PLAN WITH VISIONS, INTENTS, AND STRATEGIES UPON RECEIPT OF SAID COMMENTS AND COMPLETION OF THE STATE REVIEW PROCESS; PROVIDING DIRECTIONS TO THE PLANNING AND DEVELOPMENT DEPARTMENT; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR CONFLICT; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.”

Mayor Pro-Tem Golding read the following: “This ordinance for the amendment to the text of the 2030 Comprehensive Plan is before this Council for a public hearing and adoption on its first reading.

Under the laws of the State of Florida, an ordinance which changes the text of any Element of the City’s 2030 Comprehensive Plan is a ‘quasi-legislative’ proceeding.

A quasi-legislative proceeding means that a governing body is acting in its rule-making capacity. It is the duty of the Council to arrive at sound decisions regarding proposed changes to the text of the adopted 2030 Comprehensive Plan. This includes receiving citizen input regarding any proposed text change.

The application has been reviewed by Staff and the Planning Commission for consistency with other portions of the Comprehensive Plan. The Council may hear from all interested parties in the legislative determination of an amendment to the text of the City's 2030 Comprehensive Plan. The Council's decision on a Comprehensive plan amendment application is based on the criteria set forth in Section 34-182 of the Land Development Code. Each member of the Council has been provided a copy of the criteria.

I will now open the public hearing on Ordinance No. 2024-8214."

Public Hearing:

The following spoke on the ordinance:

- Georgette Dumont, 507 16th Avenue South, Jacksonville Beach

The following submitted correspondence [on file] in opposition to the ordinance:

- Valerie Britt, 506 15th Avenue North, Jacksonville Beach

Mayor Pro-Tem Golding closed the public hearing.

Mayor Pro-Tem Golding read the following: "Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record both the names of persons and the substance of any ex-parte communications regarding this application. An ex-parte communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process."

Ex-Parte Communications:

All City Council members disclosed they received emails from Valerie Britt.

Motion: It was moved by Mr. Janson, seconded by Mr. Horn, to approve Ordinance No. 2024-8214 on the first reading to transmit the 2050 Comprehensive Plan to the State Agencies for official review, and schedule a second reading for a future date to be determined.

Mayor Pro-Tem Golding read the following: "Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, Staff's report, the recommendation of the Planning Commission and the public input at all hearings."

Discussion: None

Roll Call Vote: Ayes – Sutton, Wagner, Horn, Janson, Meza, and Mayor Pro-Tem Golding

The motion passed unanimously.

Item B Approve/Disapprove Ordinance No. 2024-8213 on the second reading approving the rezoning for property located at 602 N. 1st Street and 135, 129 and 123 N. 5th Avenue to Redevelopment District: RD.

Senior Planner Christian Popoli provided background on the item.

Mayor Pro-Tem Golding requested the City Clerk read Ordinance No. 2024-8213 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING A REDEVELOPMENT DISTRICT: RD ZONING DISTRICT WITHIN THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.”

Mayor Pro-Tem Golding read the following: “This ordinance to amend the RD zoning regulations of a property is before this Council for a public hearing and consideration on its second reading.

Under the laws of the State of Florida, an application to amend the zoning regulations or map governing a specific property or development site is handled as a ‘quasi-judicial’ proceeding.

A quasi-judicial proceeding means that the City Council is now functioning in a manner similar to a court with the Mayor and Council sitting as impartial decision makers hearing testimony and questioning presenters, who are to provide substantial and competent evidence to support their side of the issue. It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed use on the neighborhood, especially where the input is fact-based and not a simple expression of opinion.

It is the applicant’s burden to demonstrate that their application is consistent with the Land Development Code and the Comprehensive Plan. If the applicant is successful in showing consistency, then it is up to the local government to produce competent, substantial evidence of record that the application should be denied. The Council’s decision on a zoning amendment application is based on the criteria set forth in Section 34-211 of the Land Development Code. Each member of the Council has been provided a copy of the criteria.

In addition, the Council has received a copy of the application, the staff report, and Planning Commission and Community Redevelopment Agency recommendations on this RD zoning amendment request.

I will now open the public hearing on Ordinance No. 2024-8213.”

Agent: Wyman Duggan, on behalf of Rogers Tower, provided additional background on the item.

Public Hearing:

The following spoke on the ordinance and provided a handout [on file]:

- Georgette Dumont, 507 16th Avenue South, Jacksonville Beach

Mayor Pro-Tem Golding closed the public hearing.

Mr. Duggan responded to public concerns.

Mayor Pro-Tem Golding read the following: "We will now open the floor for testimony from the public. If you want to be heard on this application and have filled out a speaker card, please step up, state your name and address, before providing your comment, which can include whether you are for or against the application."

Mr. Popoli addressed parking concerns.

Mayor Pro-Tem Golding read the following: "Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record whether the member has had any ex-parte communications on the matter, and if so, disclose both the names of persons and the substance of the ex-parte communications regarding this application. An ex-parte communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process. Written ex-parte communications, whether sent to one member or all members, do not have to be disclosed on the record, but must be made a part of the record by sending/forwarding them to the City Clerk."

Ex-Parte Communications:

Council Members Meza, Horn, and Janson had no ex-parte communications.

Council Member Wagner disclosed he received an email from Mr. Duggan.

Mayor Pro-Tem Golding disclosed she received an email from Mr. Duggan and spoke with Ms. Dumont regarding her outdoor dining proposal.

Motion: It was moved by Mr. Janson, seconded by Mr. Sutton, to approve Ordinance No. 2024-8213 on the second reading approving the rezoning for property located at 602 N. 1st Street and 135, 129 and 123 N. 5th Avenue to Redevelopment District: RD.

A discussion ensued about parking, roof deck, and development.

Mayor Pro-Tem Golding read the following: "Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, and the Council is required to approve a clear statement of specific findings of fact stating the basis upon which such facts were determined, and the decision was made."

Roll Call Vote: Ayes – Wagner, Horn, Janson, Meza, Sutton, and Mayor Pro-Tem Golding

The motion passed unanimously.

Item C **Adopt/Deny Ordinance No. 2024-8215 on the second reading amending Chapter 10 - Fire and Life Safety, Article III. - Fire Prevention and Life Safety, Section 10-3.03. - Codes Adopted**

Fire Marshal Sciotto provided background on the item.

Mayor Pro-Tem Golding requested the City Clerk read Ordinance No. 2024-8215 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CITY CODE OF ORDINANCES CHAPTER 10, ARTICLE III, SECTION 10-3.03. “CODES ADOPTED;” PROVIDING FOR ADOPTION OF RECITALS AND LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER’S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Pro-Tem Golding read the following: “This ordinance is before this Council for a public hearing and consideration on its second reading.

I will now open the public hearing on Ordinance No. 2024-8215.”

Public Hearing:

No one came forward to speak. Mayor Pro-Tem Golding closed the public hearing.

Motion: It was moved by Mr. Janson, seconded by Mr. Sutton, to adopt Ordinance No. 2024-8215 on the second reading amending Chapter 10 - Fire and Life Safety, Article III. - Fire Prevention and Life Safety, Section 10-3.03. - Codes Adopted.

Discussion: A discussion ensued about annual inspections.

Roll Call Vote: Ayes – Horn, Janson, Meza, Sutton, Wagner, and Mayor Pro-Tem Golding

The motion passed unanimously.

Item D Adopt/Deny Ordinance No. 2024-8216 on the second reading submitting to the electors of the City of Jacksonville Beach proposed amendments to the City of Jacksonville Beach Charter

City Attorney David Migut provided background on the item.

Mayor Pro-Tem Golding requested the City Clerk read Ordinance No. 2024-8216 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF JACKSONVILLE BEACH PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF JACKSONVILLE BEACH; PROVIDING BALLOT TITLES, SUMMARIES AND TEXT FOR THE PROPOSED AMENDMENTS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE.”

Mayor Pro-Tem Golding read the following: “This ordinance is before this Council for a public hearing and consideration on its second reading.

I will now open the public hearing on Ordinance No. 2024-8216.”

Public Hearing:

No one came forward. Mayor Pro-Tem Golding closed the Public Hearing.

Motion: It was moved by Mr. Janson, seconded by Mr. Sutton, to adopt Ordinance No. 2024-8216 on the second reading submitting to the electors of the City of Jacksonville Beach proposed amendments to the City of Jacksonville Beach Charter.

Discussion: None

Roll Call Vote: Ayes – Janson, Meza, Sutton, Wagner, Horn, and Mayor Pro-Tem Golding

The motion passed unanimously.

ADJOURNMENT:

Motion: It was moved by Mr. Janson, seconded by Mr. Sutton, to adjourn.

Voice Vote: Ayes: Janson, Meza, Sutton, Wagner, and Mayor Pro-Tem Golding
Nays: Horn
The motion passed 5-1.

There being no further business, the meeting adjourned at 7:16 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	David Migut, City Attorney
DATE:	03/20/2024
SUBJECT:	First Amendment to the Agreement between the City of Jacksonville Beach and the Volunteer Life Saving Corps for Ocean Rescue Services

BACKGROUND

The City and VLSC are parties to an Agreement for Ocean Rescue Services dated April 17, 2023. Section 4)i) of the Agreement states that in January 2024, or as soon thereafter as possible, and each January thereafter during the Term(s) of the Agreement, the City and the VLSC will meet to debrief the prior year's operations and address the scope and level of VLSC operations for the remainder of the Term(s). The City and the VLSC have met to debrief year 2023 operations and address the scope and level of VLSC operations. As a result of such discussions, the City and the VLSC desire to amend the Agreement as reflected in the First Amendment to Agreement Between the City of Jacksonville Beach and the Volunteer Life Saving Corps for Ocean Rescue Services attached hereto.

There will be four more annual debriefings under the initial term of the Agreement (and nine more should the Agreement be extended for the single five year term extension authorized by the Agreement). As the debriefings are limited to the scope and level of VLSC operations, for operational efficiency, it is requested that the City Council delegate authority to the City Manager to negotiate and execute any subsequent amendments to the Agreement that relate solely to the scope and level of VLSC operations, as contemplated by Section 4)i) of the Agreement. Any other amendments that go beyond scope and level of operations would still come back to City Council for review.

FINANCIAL IMPACT

None.

REQUESTED ACTION

1. Approve the First Amendment to the Agreement between the City of Jacksonville Beach and the Volunteer Life Saving Corps for Ocean Rescue Services dated April 17, 2023;
2. Delegate authority to the City Manager to negotiate and execute any subsequent amendments to the Agreement between the City of Jacksonville Beach and the Volunteer Life Saving Corps for Ocean Rescue Services that relate solely to the scope and level of VLSC operations

ATTACHMENTS

1. Agreement Between the COJB and the VLSC for Ocean Rescue Services - April 17, 2023
2. First Amendment to the Agreement with the VLSC for Ocean Rescue Services

**AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE BEACH, FLORIDA
AND THE VOLUNTEER LIFE SAVING CORPS
FOR OCEAN RESCUE SERVICES**

This Agreement ("Agreement") is entered into this 17th day of April, 2023 ("Effective Date"), by and between the City of Jacksonville Beach, Florida, a municipal corporation ("City"), and the Volunteer Lifesaving Corps., Inc., a Florida charitable not-for-profit corporation ("VLSC").

WHEREAS, the City is a municipal corporation with express powers and authorities granted to it by the State of Florida, pursuant to Art. III, Sec. 2 (b), Florida Constitution, §166.021, Florida Statutes, and its municipal charter; and

WHEREAS, the City has the sole and express authority to provide ocean rescue and lifeguarding services along the coastline within the City's municipal boundaries, and has designated ocean rescue and lifeguarding services, collectively, as one of its essential government functions; and

WHEREAS, the City provides ocean rescue and lifeguard services to the community of Jacksonville Beach; and

WHEREAS, the VLSC has been performing ocean rescue and lifesaving services in Jacksonville Beach, FL since 1912; and

WHEREAS, the City and the VLSC have cooperated in providing lifesaving services since about 1930 and have both operated out of the American Red Cross Life Saving Corps Station located at 2 Oceanfront North, Jacksonville Beach, FL 32250 (the "Station"); and

WHEREAS, the prevention of injury and loss of life remain the individual and overlapping goals of the City and the VLSC; and

WHEREAS, the VLSC acknowledges that, as a private charitable organization, it is not entitled by law to perform ocean rescue and lifeguarding services within the City, and that to the extent such activity is allowed to be performed by the VLSC along the coastline within the City's boundaries, said activity can be regulated or prohibited by the City; and

WHEREAS, the City, as a governmental agency, has the authority to establish volunteer programs for any of its services and, as such, this Agreement is non-exclusive; and

WHEREAS, this agreement provides a method for the City and the VLSC to conduct their respective ocean rescue and lifeguarding service activities and supervise their respective separate staffs from the Station.

NOW THEREFORE, in consideration of the conditions herein contained, the parties agree as follows:

1) Term and Definitions

- a) The Term of this Agreement shall be as follows:
 - i) Initial Term: Pursuant to the provisions of this Agreement, the VLSC shall (i) provide ocean rescue services on Jacksonville Beach; and be permitted to (ii) occupy, use and access designated portions of the Second Floor of the Station, for an initial period extending from the Effective Date through December 1, 2028;
 - ii) Term Extensions: This Agreement may be extended without limitation for one additional five-year term. The determination to renew this Agreement for additional terms will be decided by majority vote of the City Council. The City shall provide written notice of its recommendation to not extend the term of this Agreement no less than ninety (90) calendar days prior to the expiration of any term hereunder.
- b) The VLSC will be presumed to have agreed to an extension of the Term of this Agreement if the VLSC has not declined same in writing within 60 calendar days prior to the expiration of any term hereunder.
- c) The VLSC agrees that its performance of services hereunder shall commence no later than May 29, 2023 (hereinafter, "Service Date").
- d) The term "VLSC Member" shall mean individual members of the VLSC who donate their time and skill for free without any expectation for compensation as volunteers who:
 - i) are not employed by the City of Jacksonville Beach as an ocean rescue lifeguard;
 - ii) receive no compensation to perform the services for which the individual member volunteered; and
 - iii) perform the volunteer services for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered or future paid employment with the City.

2) Days of Service

- a) The City shall provide ocean rescue and lifeguard services seven days per week, including holidays.
- b) The VLSC may supplement the City's ocean rescue and lifeguard services on any Sunday or on any of the following holidays on which the City is providing such services: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day (each a "Day of Service").
- c) Additional supplemental ocean rescue and lifeguard services may be provided by VLSC Members on dates and at times agreed to by the City and the VLSC.

3) Station Occupancy, Use and Access; Equipment Sharing

- a) VLSC Members shall be allowed to occupy, use and access designated portions of the Second Floor of the Station for the Term(s) of this Agreement pursuant to the following standards and limitations:
 - i) The VLSC may occupy, use and access designated portions of the Second Floor as set forth in the diagram attached hereto as **Addendum A** ("Designated Portions of the Second Floor").
 - ii) The VLSC may occupy, use and access Designated Portions of the Second Floor to conduct training, and to perform administrative and operational functions, such as recruiting, retention, fundraising activities, meetings, and community outreach. Other uses of the Station by the VLSC shall be agreed to with the City.
 - iii) The VLSC shall access the Second Floor from the external stairway so as not to interfere with any City activity being conducted or performed from the building or the operations of the City ocean rescue employees. Such access may be temporarily altered, limited, or terminated in emergency situations as set forth in subsection (3)(d) below. At all other times, such access may be altered as otherwise agreed-to by the City.
 - iv) While on duty or while training, the VLSC may access and use the locker rooms and showers.
 - v) While on duty, the VLSC may access and use the first floor as necessary for operational functions.
 - vi) No individual, including but not limited to City employees and VLSC Members, shall be permitted to bring alcohol or illegal drugs into the Station or on Station property.
 - vii) No individual, including but not limited to City employees and VLSC Members, shall be allowed to remain, or otherwise stay overnight in the Station.
- b) Both parties shall be responsible for maintaining the cleanliness, order, and general upkeep of the Station. Without limiting the foregoing, each party is particularly responsible for making a good faith effort to ensure the cleanliness, order, and general upkeep of the Station and property impacted by that party's use of the Station. The daily cleanliness, order and upkeep will be tracked and inspected daily utilizing an agreed upon Station Clean Up Check List.
- c) The VLSC may rent equipment owned by the City of Jacksonville Beach to administer lifesaving services and to respond to emergencies. The City and the VLSC will coordinate use of equipment in good faith. The City may terminate such rental arrangement(s) to utilize its equipment upon 30 days written notice. The list of equipment and agreed-to rental rate are provided in **Addendum B** attached hereto.
- d) Notwithstanding any provision to the contrary, the City reserves the right to restrict access to the Station, the property grounds, and City-owned ocean rescue service equipment, without notice during any situation or event in which the City's Emergency Operations Plan (EOP) goes into effect, regardless of the reason for or manner in which

the EOP is activated. The City shall provide as much advance notice as reasonably possible under the circumstances then existing.

4) VLSC Operations, Training and Certifications

- a) The City will coordinate location and coverage on City beaches with the VLSC on VLSC designated days, however the City has the final authority to assign location and coverage on City beaches, without regard to whether such personnel is a City employee or a VLSC Member.
- b) The City will coordinate and communicate with the VLSC through the designated VLSC Officer of the Day.
- c) The VLSC and City agree that the VLSC will provide personnel coverage in accordance with the following schedule of coverage:

Tower Coverage	
Beginning on the Service Date and for the duration of any term under this Agreement	VLSC will man a minimum of two (2) beach towers.
30 Days after Service Date	The Parties agree to a goal of VLSC manning a minimum of three (3) beach towers 30 days after the Service Date
60 Days after Service Date	The Parties agree to a goal of VLSC manning a minimum of four (4) beach towers 60 days after the Service Date.
The Sunday After Labor Day through the Last Sunday in September	VLSC will man a minimum of two (2) beach towers during this period.
Off Season (defined as the First Sunday in October until Opening Day of the Beaches) Coverage	The VLSC will provide a minimum of one officer and two responding guards (each a VLSC Member) to be present and available to assist Jacksonville Beach Ocean Rescue ("JBOR"), including with patrols, but will not operate towers unless otherwise agreed to by the City and the VLSC.
Special Coverage	JBOR will handle all missing child/parent cases, and all open watercraft incidents.

- d) The VLSC and City agree to the following protocol for handling emergency cases (flag drop or flag wave):

Emergency Cases	
	Upon indication of an emergency case, Ocean Rescue Supervisor or their designee will assign an emergency response team in the following preferred manner:
Priority	A JBOR officer will respond to the emergency in a JBOR vehicle, while a designated VLSC Member sits in the cab of the response vehicle. Upon arrival: (i) if the emergency is at the site of a JBOR designated tower, then the JBOR officer will take the lead on the emergency response; (ii) if the emergency is at the site of a VLSC designated tower, then the VLSC officer will take the lead on the emergency response; and (iii) if there is any question as to whether the emergency is at the site of a JBOR designated tower or a VLSC designated tower, then the JBOR officer will take the lead on the emergency response.
Secondary	If a JBOR vehicle is not available, a designated VLSC Member will respond to the emergency in a VLSC vehicle, if available, while a JBOR officer sits in the cab of the response vehicle. Upon arrival: (i) if the emergency is at the site of a JBOR designated tower, then the JBOR officer will take the lead on the emergency response; (ii) if the emergency is at the site of a VLSC designated tower, then the VLSC officer will take the lead on the emergency response; and (iii) if there is any question as to whether the emergency is at the site of a JBOR designated tower or a VLSC designated tower, then the JBOR officer will take the lead on the emergency response.
Controlling Standard	Notwithstanding the foregoing, the Ocean Rescue Supervisor or their designee may assign emergency response teams and direct the appropriate response as deemed necessary to ensure expedient response to emergencies.

- e) At least seven calendar days in advance of providing service, the VLSC will submit to Ocean Rescue Supervisor or their designee a guard sheet identifying the individual lifeguards assigned to provide ocean rescue services on the Day of Service. Any required modifications to the assigned individual lifeguards will be made at the VLSC's earliest convenience, but when possible no later than three days before the Day of Service. When assigning location and coverage, there is a preference that the towers operated by the VLSC will be located next to each other in a block. However, the Ocean Rescue Supervisor or their designee may intersperse VLSC-manned towers between JBOR-manned towers when deemed necessary pursuant to the unique circumstances of the day.
- f) On the Day of Service, the Ocean Rescue Supervisor or their designee may notify the VLSC that VLSC lifeguards need to be reassigned to different sections of the beach. Such notice shall be provided or confirmed in writing, if possible. When reassigning location and coverage there is a preference that the towers operated by the VLSC will be

located next to each other in a block. However, the Ocean Rescue Supervisor or their designee may intersperse VLSC-manned towers between JBOR-manned towers when deemed necessary pursuant to the unique circumstances of the day.

- g) The City may observe the performance of the VLSC, including by monitoring VLSC Members on duty, when performing a rescue, or while administering care to an individual. If the City observes material deficiencies, a City representative may report the issue to the designated VLSC Officer of the Day on Duty to address the report. In cases of immediate public safety or emergency, the Ocean Rescue Supervisor or their designee may direct that a VLSC Member take certain immediate action to assist in addressing the pending emergency.
- h) The City and the VLSC may, but neither are required to, hereafter agree that the VLSC operate greater than the number of towers specified in the above schedules or to otherwise modify the above schedules. Any modification must be in writing signed by the Parties.
- i) In January 2024, or as soon thereafter as possible, and each January thereafter during the Term(s) of this Agreement, the City and the VLSC will meet to debrief the prior year's operations and address the scope and level of VLSC operations for the remainder of the Term(s).
- j) VLSC Members, while volunteering for the VLSC and providing the City with supplemental ocean rescue and lifeguard services, shall be required to expressly agree to abide and be governed by City policies governing the personal conduct of City employees.

5) Training and Certifications

- a) The VLSC shall maintain accreditation as a United States Lifeguard Association (USLA) Advanced Agency.
- b) Each VLSC Member selected or assigned by the VLSC to perform ocean rescue and lifeguarding services pursuant to this Agreement shall be certified to USLA Advanced Agency standards, at a minimum. The VLSC is a certified USLA agency, and accordingly, when a new VLSC Member successfully completes VLSC training classes that member meets USLA standards. Likewise, when a returning VLSC Member completes the yearly refresher training he or she meets USLA standards. The VLSC shall maintain all records related to the certifications regarding the training and experience of its members who perform ocean rescue and lifeguard services pursuant to this Agreement. The VLSC shall provide to the City Ocean Rescue Supervisor or their designee documentation reflecting USLA certification for each VLSC Member who will be providing ocean rescue or lifeguarding services under this Agreement. Documentation of certification shall be provided to the City at least one week before that VLSC Member provides ocean rescue or lifeguarding services. Notwithstanding the foregoing, the City Ocean Rescue Supervisor or their designee may permit the documentation to be provided to the City less than one week before the VLSC Member provides ocean rescue or lifeguarding services.
- c) Each party shall be separately responsible for conducting its own recruitment, testing, and training of its staff or members. The parties shall not share agreements, contracts,

permits, insurance policies, or the like, for the use of any outside facilities for education or training, nor otherwise participate jointly during either party's preparation, undertaking, or performance of any of these activities.

- d) The City and the VLSC shall each secure their own, separate, Medical Director.

6) Standards of Conduct

- a) The City and VLSC each separately acknowledge that they do not tolerate, in any form, harassment or intimidation (ritualistic or otherwise) of any of their respective volunteers, members, employees, or members of the public.
- b) The City and the VLSC each separately acknowledge that they do not engage in, encourage, allow, or tolerate hazing of any kind of or by any of their respective volunteers, members or employees.
- c) The VLSC's formally-adopted written Constitution prohibits hazing by and of VLSC Members. Specifically, Section 08.02.02 specifies that hazing, as defined by the Florida Chad Meredith Act, is prohibited and constitutes a major offense. The penalties for a major offense are punishable as a breach of fellowship, conduct unbecoming of a Corps member or public discredit, each of which may be dealt with by dishonorable discharge of the offending member from the VLSC. It is important to distinguish between "hazing" and training for effectively reacting to stressful situations that occur during ocean rescue operations. Certain training activities are necessary to prepare lifeguards for high-stress situations that will be faced in rescues.
- d) If the City observes conduct by a VLSC Member that constitutes hazing, the Ocean Rescue Supervisor or their designee shall report the incident to the VLSC Officer of the Day. The VLSC will investigate the report and discipline the VLSC Member as appropriate consistent with the VLSC Constitution. Nothing herein shall prohibit or otherwise prevent or operate to delay either party from reporting any suspect conduct or practices of the other party to law enforcement.
- e) If the VLSC observes conduct by a Jacksonville Beach Ocean Rescue employee that constitutes hazing, the VLSC Officer of the Day shall report the incident to the Ocean Rescue Supervisor or their designee. The City will investigate the report and discipline the employee as appropriate consistent with City policies.
- f) The VLSC's formally-adopted written Constitution prohibits City Ocean Rescue employees from serving as VLSC lifeguard volunteers. Specifically, Section 03.01 of VLSC's Constitution excludes JBOR employees from membership in the VLSC.
- g) To the fullest extent required by law, each VLSC Member performing lifeguard and ocean rescue services hereunder shall be required to undergo background screening and drug testing prior to performing lifeguard and ocean rescue services pursuant to the terms of this Agreement. Background screening shall include fingerprinting for criminal history checks. Drug testing shall be performed by a Certified Healthcare Professional. Background screening and drug testing shall be at the sole expense of the VLSC or the subject VLSC Member. The VLSC agrees to establish an account with Criminal Justice Information Services (CJIS), or similar background screening organization. To the extent permissible by law, the VLSC shall ensure that results of background checks may

be transmitted securely to the City upon request. All documentation resulting from the requirements herein specified shall be provided as expressly stated herein prior to the performance of volunteer services pursuant to this Agreement. The VLSC shall not approve or place a member into service to perform ocean rescue or lifeguarding services without first providing documentation to the City that such member satisfactorily passed the required background check and drug screening.

- h) A prospective member of the VLSC seeking to perform ocean rescue or lifeguarding services fails to satisfactorily pass the required background check if the background check reveals a conviction of a felony criminal offense within the five (5) years preceding application.
- i) A prospective member of the VLSC seeking to perform ocean rescue or lifeguarding services fails to satisfactorily pass the required drug screening if the drug screening reveals the presence of illegal narcotics in the applicants' system unless the narcotics are legally prescribed for use by the applicant.

7) Insurance and Indemnification

- a) The VLSC agrees to provide General liability insurance in the amount of \$1,000,000 per incident / \$2,000,000 aggregate for volunteers working under VLSC direction and control and within the scope of their VLSC duties, naming the City as additional insured.
- b) As an independent volunteer organization, VLSC is not required to provide Workers' Compensation coverage for VLSC Members.
- c) VLSC Members may not drive any unauthorized vehicles on the beach. No VLSC Member or volunteer shall drive on the beach unless such member or person has successfully completed a Beach Driver Training Course provided by the City's Ocean Rescue Division at least once per calendar year for any term of this Agreement. A Beach Driving Pass good for one year will be issued by the City's Ocean Rescue Division to each VLSC Member who successfully completes the course. Only those drivers possessing a valid Beach Driving Pass and a valid state-issued driver's license shall be allowed to drive on the beach. Date and time for beach entry and exit by an authorized VLSC vehicle shall coincide with day and times that the VLSC is authorized to provide services on the beach. The City reserves the right to revoke any Beach Driving Pass for cause, which shall be determined by the Ocean Rescue Supervisor.
- d) The VLSC agrees to defend, hold harmless, and indemnify the City, its past and current elected and appointed officials, employees, agents, and volunteers from, without limitations, all losses, claims, demands, and liability, including actual attorneys' fees and costs, without regard to foreseeability or whether such is brought as an action in law or equity or as an administrative investigation, review, or proceeding, and which arises out of, from, or is/are in any way related to any term of this Agreement or the services provided hereunder, and any decision related thereto, including third-party claims against the City, its elected and appointed officials, employees, agents, contractors, and volunteers for losses, claims, demands, and liability for bodily injury, death, and/or property damage arising from the negligence of the VLSC or a VLSC Member performing services hereunder.

8) Documentation

- a) The following documentation shall be submitted by the VLSC to the City's Director of Parks and Recreation prior to the Service Date of this Agreement, and for any extended term thereafter, by no later than March 31st of any calendar year.
 - i) VLSC Annual Report filed with the Florida Department of State, Division of Corporations, which shows that the VLSC is registered to conduct lawful activities in the State of Florida for the relevant reporting year, or the substantive equivalent thereof.
 - ii) Proof of the VLSC's accreditation as a USLA Advanced Agency.
 - iii) Written By-Laws and Policies formally adopted by the VLSC by which individuals employed by the City to provide ocean rescue and lifeguard services are rendered ineligible to serve as a VLSC lifeguard or to provide volunteer ocean rescue services with the VLSC for the City.
 - iv) Proof that the VLSC has an active account with CJIS, or similar background screening organization, and the name(s) of the VLSC Member(s) holding current applicable certification.
 - v) A Certificate of General Liability Insurance naming the City as additional insured.
 - vi) A Certificate of Automobile Insurance for all VLSC vehicles naming the City as additional insured.
- b) The VLSC shall not submit any document hereunder that contains materially false information and, at the time of submission, the VLSC knew or should have known such information was false.

9) Termination For Cause by the City.

- a) This Agreement may be terminated before the expiration of the Term by the City should the VLSC: (i) fail to provide coverage of assigned towers for an entire day on a Day of Service on three separate Days of Service within one calendar year; or (ii) knowingly permit a VLSC Member who does not have a valid Beach Driving Pass to drive a vehicle on the beach without consent of the Ocean Rescue Supervisor or their designee; (iii) knowingly permits a VLSC Member who has not received required training and certifications to provide lifeguarding or ocean rescue services under this Agreement; (iv) knowingly permits a VLSC Member who failed either the background check or drug screening test to provide ocean rescue or lifeguarding services on Jacksonville Beach, or any combination of these events.
- b) The City may also terminate this Agreement before the expiration of the Term for a "Terminable Offense." For purposes of this Agreement Terminable Offense shall be defined as a failure to comply with any term herein, exclusive of the terms for which termination can occur under paragraph 9(a), which has not been cured by the VLSC within 20 calendar days from the date on which City provided VLSC written notice of the Terminable Offense.

- c) The City shall provide the VLSC written notice of the Terminable Offense and provide the VLSC twenty (20) calendar days to cure the breach. The Parties agree that the VLSC may sufficiently cure a Terminable Offense by, among other ways, disciplining or discharging any VLSC Member responsible for committing the Terminable Offense in accordance with VLSC's constitution.
- d) The City and the VLSC shall maintain a record of any alleged Terminable Offenses claimed by the City or identified by the VLSC on its own, including all documents and communications from the claim through the final disposition.

10) Use of Station After Termination

- a) If this Agreement is terminated, the VLSC may continue to occupy, use and access the Station for an additional eighteen (18) months from the date of Termination but must vacate the Station by no later than 11:59 p.m. Eastern on the final day and leave the Station in broom clean condition. Shall VLSC fail to vacate the Station as required by this section, the VLSC shall pay the City "holdover rent" in the amount of \$250.00 per day until such time as VLSC vacates the station.

11) Third Party Provision of Lifeguard Services.

- a) This Agreement shall not be interpreted to prevent the City from turning over responsibility for providing lifeguarding services along Jacksonville Beach seven days per week and holidays to a third party engaged to provide such services, nor from accepting volunteer lifeguarding services from other individuals or organizations. Should the City decide to discontinue providing lifeguarding services or to turn such services over to be performed by a third party, such decision shall constitute the termination of this Agreement and the VLSC's continued occupation and use of the Station shall be in accordance with the provisions contained in Section 10 (Use of Station After Termination). For purposes of this Section 11, this Agreement will terminate upon the start date for the third party provider, unless this Agreement is otherwise terminated as provided herein.

12) General Provisions

- a) Headings. Section headings are for the convenience of the parties and not to be construed as creating or limiting any contractual expectation or obligation set forth herein.
- b) Amendments. This Agreement may only be amended in writing and executed by both parties.
- c) Entire Agreement. This Agreement constitutes the entire agreement between the parties. All prior written and oral agreements between the parties are hereby superseded by this Agreement, and no oral representation or warranty, whether first occurring prior or subsequent to this Agreement, shall be considered binding hereunder unless in writing and signed by both parties.
- d) Assignment. The VLSC shall not assign or transfer any of its rights and obligations under this Agreement.

- e) Public Records. The VLSC is required to comply with the requirements contained in Chapter 119, Florida Statutes, as amended, pertaining to public records.

IF THE VLSC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VLSC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 247-6299, sgosselin@jaxbchfl.net, 11 N. Third Street, City Hall, 1st Floor, Jacksonville, FL 32250.

- f) VLSC must specifically:
- i) Keep and maintain public records required by the City to perform the service.
 - ii) Upon request from 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 provided in this chapter or as otherwise provided by law.
 - iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if VLSC does not transfer the records to the City.
 - iv) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of VLSC or keep and maintain public records required by the public agency to perform the service. If VLSC transfers all public records to the City upon completion of the contract, VLSC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VLSC keeps and maintains public records upon completion of the contract, VLSC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- g) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and the venue shall be in Duval County, Florida.
- h) Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law. Accordingly, if any provision of this Agreement is determined to be partially or wholly invalid, illegal or unenforceable, then the provision shall be modified or restricted to the extent necessary to make the provision valid, binding and enforceable. Notwithstanding the foregoing, if the United States Department of Labor ("DOL") determines that VLSC Members are employees and that the City of Jacksonville Beach is their employer or joint employer for purposes of Fair Labor Standards Act or other laws administered by the DOL, then the VLSC and the City shall attempt to renegotiate the terms of this Agreement to comply with those laws. While the VLSC and City attempt negotiate compliant terms, the VLSC shall not be permitted to provide ocean rescue services in Jacksonville Beach under this Agreement. Nothing herein shall prohibit nor require the VLSC from challenging any decision by the DOL to the full extent of the law and through all available appeals.

- i) The VLSC and the City agree that nothing herein constitutes or shall be construed to constitute any suggestion that—for purposes of any local, state, or federal law, including but not limited to wage-and-hour laws—:
- i) VLSC Members are employees of the VLSC, the City, or any other putative employer or joint employer, or that VLSC Members are anything other than bona fide volunteers;
- ii) Any other of their respective volunteers are employees of the VLSC, the City, or any other putative employer or joint employer; or
- iii) The VLSC and the City are joint employers of any of each's respective employees.
- j) The VLSC and the City agree that nothing in this Agreement creates, or shall be construed to create, a partnership of any kind, including a public-private partnership.
- k) Notices. Unless otherwise expressly provided herein, any notice or document required by this Agreement shall be delivered to:

City of Jacksonville Beach

Volunteer Life Saving Corps

c/o City Manager's Office
11 North Third Street
Jacksonville Beach, FL 32250

c/o Registered Agent
427 North 3rd Street
Jacksonville Beach, FL 32250

- l) The City's failure to exercise any of its rights or discretion hereunder shall not constitute or be construed as a waiver of any right of the City or any breach by the VLSC.
- m) Authority to sign. Each party hereby certifies that the person executing this Agreement on its behalf is authorized to do so and agrees to be legally bound by said execution. At all times relevant to the performance of this Agreement, the City hereby authorizes the City Manager to take any necessary action in the furtherance of its terms, including the execution of any document necessary or advisable, as determined by the City Manager in his sole discretion. This authorization shall not extend to the amendment of any substantive terms of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 17th day of April, 2023.

CITY OF JACKSONVILLE BEACH

By:

Sign:

Print: Christine Hoffman

Title: Mayor

Date: 4/17/23

By:

Sign:

Print: Michael J. Staffopoulos

Title: City Manager

Date: 04/17/2023

Attest:

Sign:

Print: Sheri Gosselin

Title: City Clerk

Date: 04/17/2023

Approved as to form and legal sufficiency:

Sign:

Print: Sandra Robinson

Title: City Attorney

Date: 4-11-2023

VOLUNTEER LIFE SAVING CORPS

By:

Sign:

Print: JAMES W. EMERY

Title: PRESIDENT

Date: 4/11/2023

By:

Sign:

Print: SEAN O'BRIEN

Title: TREASURER

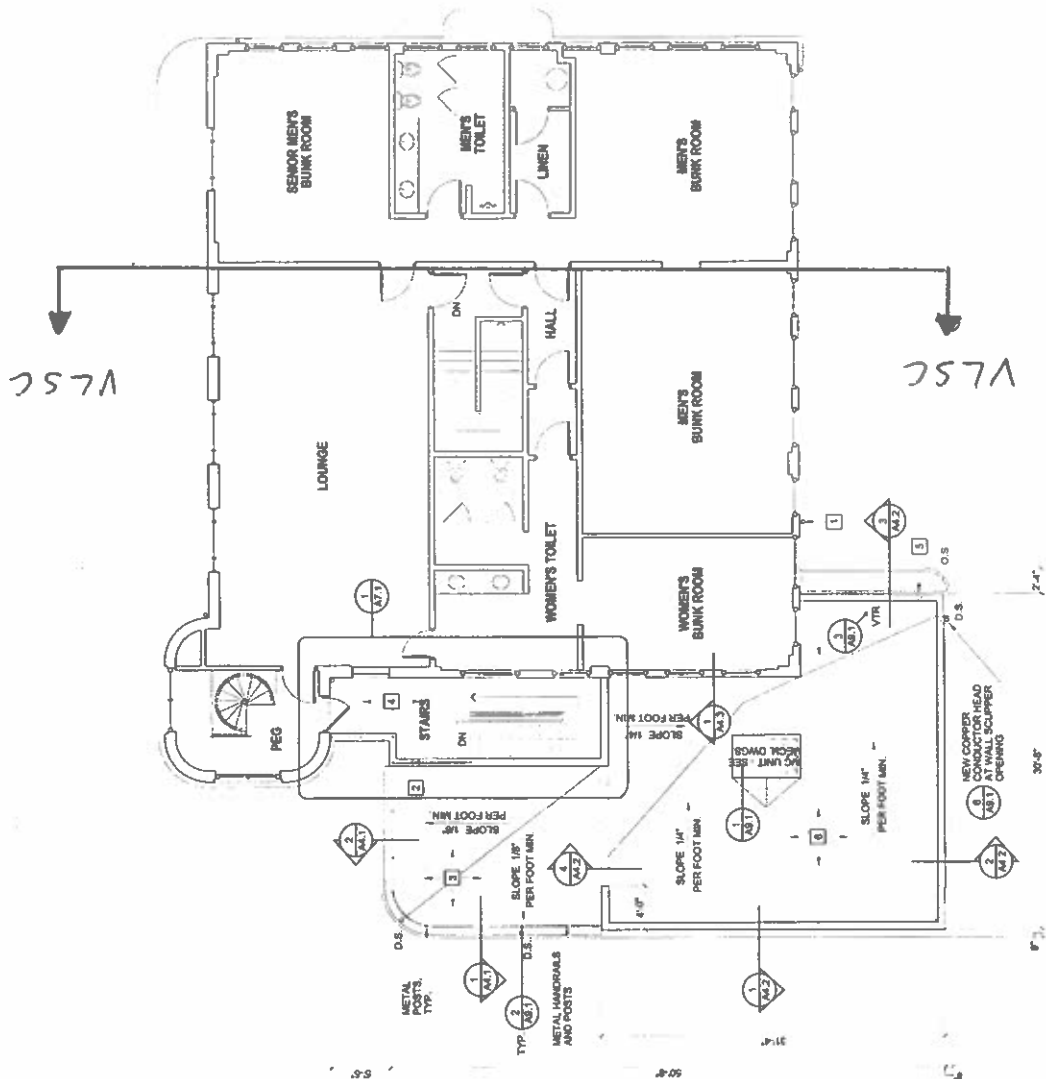
Date: APRIL 11, 2023

ADDENDUM A

Designated Portions of the Second Floor



- KEYED NOTES:**
- 1 NEW 1/4" COPPER DOWNSPOUT. CONNECT TO EXISTING CONCEALED GUTTER SYSTEM IN ROOF.
 - 2 4" DIA. 1/2" WIDE OVERFLOW DRAINAGE OPENING IN STAIR LANDING WALL. BOTTOM OF DRAINAGE OPENING FLUSH WITH CONCRETE STAIR LANDING FINISHED SURFACE. EXTEND AND APPLY ROOF COATING INTO OVERFLOW OPENING SURFACES.
 - 3 FLUID APPLIED ROOF MEMBRANE SYSTEM INSTALLED OVER CONCRETE ROOF SUBSTRATE OF BUILDING (MANUFACTURED BY SPLAST - "PARAPRO" ROOF MEMBRANE SYSTEM).
 - 4 LIQUID APPLIED PEDESTRIAN TRAFFIC WATERPROOF SYSTEM PRODUCT OVER CONCRETE STAIR LANDING, TREADS AND RISERS (MANUFACTURED BY SPLAST - "PARAPRO" WATERPROOFING SYSTEM).
 - 5 4" HIGH x 8" WIDE STAINLESS STEEL OVERFLOW DRAINAGE SCUPPER IN PARAPET WALL. SEE DETAIL 504.2.
 - 6 FLUID APPLIED ROOF MEMBRANE SYSTEM INSTALLED OVER LIGHTWEIGHT INSULATING CONCRETE ROOF SUBSTRATE OF BUILDING (MANUFACTURED BY SPLAST - "PARAPRO" ROOF MEMBRANE SYSTEM). PROVIDE AND INSTALL MOISTURE RELIEF VENTS IN EXTERIOR WALLS AND IN LOCATION IN ACCORDANCE WITH ROOFING MANUFACTURERS REQUIREMENTS.



FLOOR PLAN - 2ND FLOOR
SCALE 3/16" = 1'-0"

2nd Floor Area for VLSC
Access and Use

ADDENDUM B

Equipment List

ADDENDUM B

City-owned Equipment Authorized to be Shared by the City of Jacksonville Beach and the Volunteer Life Saving Corps

ASSET CLASS	ASSET DESCRIPTION
Communications	Motorola Radios (from P.D.; x2) West Marine Radio
Equipment	Soft Buoy (x12) Burnside Buoys (x52) Warning Flags
Furnishings	Coke Machine (leased) Ice Machine (leased) Office Furniture Refrigerator (donated) Workout Equipment
Towers	Lifeguard Towers Tower Poles Tower Umbrellas (x32)

Equipment Owned by the City of Jacksonville Beach Authorized for Use Exclusively by Employees of the City of Jacksonville Beach or for Rent by the Volunteer Life Saving Corps

ASSET CLASS	ASSET ID.	ASSET DESCRIPTION
Communications	000000000004203	Motorola Handheld Radio
	000000000011270	Motorola APX1000 Radio
	000000000011271	Motorola APX1000 Radio
	000000000003362	Motorola MTS2000 Radio
	000000000003363	Motorola MTS2000 Radio
	000000000003368	Motorola MTS2000 Radio
	000000000003370	Motorola MTS2000 Radio
	000000000003374	Motorola MTS2000 Radio
	000000000003376	Motorola MTS2000 Radio
	000000000003379	Motorola MTS2000 Radio
	000000000003381	Motorola MTS2000 Radio
	000000000003389	Motorola MTS2000 Radio
	000000000003390	Motorola MTS2000 Radio
	000000000003398	Motorola MTS2000 Radio
	000000000003403	Motorola MTS2000 Radio
	000000000003409	Motorola MTS2000 Radio
	000000000003415	Motorola MTS2000 Radio

Equipment	000000000003418	Motorola MTS2000 Radio
	000000000003425	Motorola MTS2000 Radio
	000000000003434	Motorola MTS2000 Radio
	000000000003437	Motorola MTS2000 Radio
	000000000003443	Motorola MTS2000 Radio
	000000000003446	Motorola MTS2000 Radio
	000000000003452	Motorola MTS2000 Radio
	000000000003455	Motorola MTS2000 Radio
	000000000003456	Motorola MTS2000 Radio
	000000000005691	Motorola MTS2000 Radio
	000000000011816	Motorola APX900 7/800 Radio
	000000000011817	Motorola APX900 7/800 Radio
	000000000011818	Motorola APX900 7/800 Radio
	000000000011819	Motorola APX900 7/800 Radio
	000000000011820	Motorola APX900 7/800 Radio
	000000000011821	Motorola APX900 7/800 Radio
	000000000011822	Motorola APX900 7/800 Radio
	000000000011823	Motorola APX900 7/800 Radio
	000000000011824	Motorola APX900 7/800 Radio
	000000000011825	Motorola APX900 7/800 Radio
	000000000011826	Motorola APX900 7/800 Radio
	000000000011827	Motorola APX900 7/800 Radio
	000000000002202	Radio MTS2000 I Portable 800M
	000000000005398	Radio Portable MTS2000 Series
		Backboards (x8)
	000000000007517	Zoll Defibrillator AED Plus
	000000000007518	Zoll Defibrillator AED Plus
	000000000007519	Zoll Defibrillator AED Plus
	000000000009476	Zoll Defibrillator AED Plus Defibrillator AED Plus (from Fire)
	000000000011669	Phantom 4 Pro + Quadcopter
		Jet Ski Gear (multiple pieces)
	000000000005430	Lifesled and IT with Nose guard Lifesled and IT with Nose guard
	000000000007395	Rescue Board (Yellow 10'x6")
	000000000003854	Rescue Board (10'x6")
	000000000011475	Rescue Board (Big Red 11'x9")
		Rescue Boards (x11)
	000000000010324	Ski Fenn Lifesaving Surf Ski
	000000000010292	Trailer (Kayak Carrier)
	000000000007628	Utility Trailer with Ramp (82"x21')

Office Equipment		Medical Equipment Boxes (x26, vital, transport, 02, trauma)
		Miscellaneous Ladders
		Miscellaneous Tools (drivers, drills, etc.)
	000000000012528	Dell Latitude 5420 XCTO Base
	000000000012529	Dell Latitude 5420 XCTO Base
		ExecuTime Time Clock
		IT Equipment (Desktop and Printer)
		Miscellaneous Cabinets (x4)

**Vehicles Owned by the City of Jacksonville Beach and Authorized
for Exclusive Use by City of Jacksonville Beach Employees**

ASSET CLASS	ASSET ID.	ASSET DESCRIPTION
Vehicles	000000000012612	2022 Club Car Carryall (#614)
	000000000012418	2021 Chevrolet Silverado 2500 (#604)
	000000000010613	2021 Chevrolet Silverado 2500 (#606)
	000000000011694	2020 Carryall 1700D (#612)
	000000000011695	2020 Carryall 1700D (#613)
	000000000011316	2018 Chevrolet Colorado (#609)
	000000000010680	2014 Yamaha Waverunner Jet Ski
	000000000007602	Astro Spectra Mobile W4
		Yamaha Outboard Motor (25MSHD)

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE BEACH, FLORIDA
AND THE VOLUNTEER LIFE SAVING CORPS
FOR OCEAN RESCUE SERVICES**

THIS FIRST AMENDMENT is made and entered into this ____ day of June, 2024, by and between the City of Jacksonville Beach, Florida, a municipal corporation ("City"), and the Volunteer Life Saving Corps, Inc., a Florida charitable not-for-profit corporation ("VLSC").

WHEREAS, the City and VLSC are parties to an Agreement for Ocean Rescue Services dated April 17, 2023 (the "Agreement");

WHEREAS, Section 4)i) of the Agreement states that in January 2024, or as soon thereafter as possible, and each January thereafter during the Term(s) of the Agreement, the City and the VLSC will meet to debrief the prior year's operations and address the scope and level of VLSC operations for the remainder of the Term(s);

WHEREAS, the City and the VLSC have met to debrief year 2023 operations and address the scope and level of VLSC operations;

WHEREAS, as a result of such discussions, the City and the VLSC desire to amend the Agreement;

NOW THEREFORE, in consideration of the conditions herein contained, the parties hereby amend the Agreement as follows:

1. Section 3)e) of the Agreement is created to read as follows:

e) Pursuant to the language contained in Section 4)i), the parties met in early 2024 and agreed, as authorized under Section 3)a)ii), to the following additional uses of that Station by the VLSC:

- i) The VLSC may occupy, use, and access City-designated space in the Station's Boat Room for the storage of rescue buoys, tower flags, and at least three (3) rescue or competition boards.
- ii) The VLSC may occupy, use, and access the first floor Training Room after hours (7:00pm or later), provided the VLSC submits a request for such use at least seven (7) calendar days in advance.
- iii) After business hours, the VLSC may utilize the main, easterly entrance and center stairway of the Station for access to the second floor for authorized VLSC functions.
- iv) Jacksonville Beach Ocean Rescue will not conduct tours of the Designated Portions of the Second Floor and will, except in the event of an emergency or inclement weather, refrain from transiting the Designated Portions of the Second Floor to access the Station PEG.

- v) Of the two second-floor restrooms, one will be designated as a men's restroom, and the other as a women's restroom, with VLSC and JBOR access allowed to each.

2. Section 4)d) of the Agreement is amended to read as follows:

- d) The VLSC and City agree to the following protocol for handling emergency cases (flag drop or flag wave):

Emergency Cases	
	Upon indication of an emergency case, Ocean Rescue Supervisor or their designee will assign an emergency response team in the following preferred manner:
Priority	A JBOR officer will respond to the emergency in a JBOR vehicle, while a designated VLSC Member sits in the cab of the response vehicle. Upon arrival: (i) if the emergency is at the site of a JBOR designated tower, then the JBOR officer will take the lead on the emergency response; (ii) if the emergency is at the site of a VLSC designated tower, then the VLSC officer will take the lead on the emergency response; and (iii) if there is any question as to whether the emergency is at the site of a JBOR designated tower or a VLSC designated tower, then the JBOR officer will take the lead on the emergency response.
Secondary	If a JBOR vehicle is not available, a designated VLSC Member will respond to the emergency in a VLSC vehicle, if available, while a JBOR officer sits in the cab of the response vehicle. Upon arrival: (i) if the emergency is at the site of a JBOR designated tower, then the JBOR officer will take the lead on the emergency response; (ii) if the emergency is at the site of a VLSC designated tower, then the VLSC officer will take the lead on the emergency response; and (iii) if there is any question as to whether the emergency is at the site of a JBOR designated tower or a VLSC designated tower, then the JBOR officer will take the lead on the emergency response. <u>If two JBOR vehicles are responding to emergencies, a designated VLSC Member will respond to any third emergency in a VLSC vehicle, if available, while a JBOR officer sits in the cab of the response vehicle. Upon arrival: (i) if the emergency is at the site of a JBOR designated tower, then the JBOR officer will take the lead on the emergency response; (ii) if the emergency is at the site of a VLSC designated tower, then the VLSC officer will take the lead in the emergency response; and (iii) if there is any question as to whether the emergency is at</u>

	<u>the site of a JBOR designated tower or a VLSC designated tower, then the JBOR officer will take the lead in the emergency response.</u> <u>The VLSC may, at its discretion, use a VLSC vehicle for guard changes at VLSC manned towers.</u>
Controlling Standard	Notwithstanding the foregoing, the Ocean Rescue Supervisor or their designee may assign emergency response teams and direct the appropriate response as deemed necessary to ensure expedient response to emergencies.

3. Section 4)e) of the Agreement is amended to read as follows:

- e) At least ~~seven~~ four calendar days in advance of providing service, the VLSC will submit to Ocean Rescue Supervisor or their designee a guard sheet identifying the individual lifeguards assigned to provide ocean rescue services on the Day of Service. Any required modifications to the assigned individual lifeguards will be made at the VLSC's earliest convenience, but when possible no later than three days before the Day of Service. When assigning location and coverage, there is a preference that the towers operated by the VLSC will be located next to each other in a block. However, the Ocean Rescue Supervisor or their designee may intersperse VLSC-manned towers between JBOR-manned towers when deemed necessary pursuant to the unique circumstances of the day.

4. Section 7)c) of the Agreement is amended to read as follows:

- c) VLSC Members may not drive any unauthorized vehicles on the beach. No VLSC Member or volunteer shall drive on the beach unless such member or person has successfully completed a Beach Driver Training Course provided by the City's Ocean Rescue Division at least once per calendar year for any term of this Agreement. A Beach Driving Pass good for one year will be issued by the City's Ocean Rescue Division to each VLSC Member who successfully completes the course. Only those drivers possessing a valid Beach Driving Pass and a valid state-issued driver's license shall be allowed to drive on the beach. Date and time for beach entry and exit by an authorized VLSC vehicle shall coincide with any days and times that the VLSC is authorized to provide services on the beach, which includes the days of service described in Section 2, as well as periodic VLSC training or events for which VLSC has provided at least 72 hours' notice and the City's Parks and Recreation Department has provided advanced approval. The City reserves the right to revoke any Beach Driving Pass for cause, which shall be determined by the Ocean Rescue Supervisor.

5. Section 8)a) of the Agreement is amended to read as follows:

The following documentation shall be submitted by the VLSC to the City's Director of Parks and Recreation prior to the Service Date of this Agreement, and for any extended term thereafter, by no later than ~~March 31st of any calendar year.~~ Opening Day of the Beaches. Annual document submission shall not be required for those documents that are valid for 3 years. Such documents shall be resubmitted upon renewal.

- i. VLSC Annual Report filed with the Florida Department of State, Division of Corporations, which shows that the VLSC is registered to conduct lawful activities in the State of Florida for the relevant reporting year, or the substantive equivalent thereof.
 - ii. Proof of the VLSC's accreditation as a USLA Advanced Agency.
 - iii. Written By-Laws and Policies formally adopted by the VLSC by which individuals employed by the City to provide ocean rescue and lifeguard services are rendered ineligible to serve as a VLSC lifeguard or to provide volunteer ocean rescue services with the VLSC for the City.
 - iv. Proof that the VLSC has an active account with CJIS, or similar background screening organization, and the name(s) of the VLSC Member(s) holding current applicable certification.
 - v. A Certificate of General Liability Insurance naming the City as additional insured.
 - vi. A Certificate of Automobile Insurance for all VLSC vehicles naming the City as additional insured.
6. Entire Amendment. This Amendment constitutes the entire agreement between the parties with respect to the matters addressed. No statement, representation, writing, understanding, agreement, course of action, or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All terms and conditions not specifically amended herein shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

CITY OF JACKSONVILLE BEACH

By:

Sign:

Print: Christine Hoffman

Title: Mayor

Date:

By:

Sign:

Print: Michael J. Staffopoulos

Title: City Manager

Date:

Attest:

Sign:

Print: Sheri Gosselin

Title: City Clerk

Date:

Approved as to form and legal sufficiency:

Sign:

Print: David Migut

Title: City Attorney

Date:

VOLUNTEER LIFE SAVING CORPS

By:

Sign:

Print:

Title:

Date:

By:

Sign:

Print:

Title:

Date:



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	05/13/2024
SUBJECT:	First Amendment to and Second Extension of the Contract Agreement with Archstone Connections, LLC, d/b/a Drops and Watts

BACKGROUND

RFP #03-1718 for Energy and Water Audit Services advertised a contract length of five years with the option to extend the contract for two additional one-year terms, for a total contract length not to exceed seven years subject to mutual consent of the City and the contractor. After RFP #03-1718 was awarded to Archstone, the City and Archstone entered into a Contract Agreement wherein the term shown in Article 3 states the Agreement is effective as of August 1, 2018, and will continue in effect for five years ending on July 31, 2023.

Without realizing there was a conflict in the language of RFP #03-1718 and the Agreement, the parties entered into the First One-year Extension Agreement on June 18, 2023, extending the Agreement for the first one-year term commencing June 18, 2023, and expiring June 18, 2024.

The parties wish to amend the Agreement to provide for the option to extend the term as advertised in RFP #03-1718 and to extend the Agreement for the second and final one-year term.

FINANCIAL IMPACT

None. These services are included in the annual operating budget.

REQUESTED ACTION

Approve the First Amendment to and Second Extension of the Contract Agreement with Archstone Connections, LLC, doing business as Drops and Watts for energy and water audit services

ATTACHMENTS

1. h_RFP_03-1718 First Amendment and Extension Drops and Watts

**FIRST AMENDMENT TO AND SECOND EXTENSION OF THE CONTRACT
AGREEMENT FOR ENERGY AND WATER AUDIT SERVICES (RFP #03-1718)
BETWEEN THE CITY OF JACKSONVILLE BEACH AND ARCHSTONE
CONNECTIONS, LLC, D/B/A DROPS & WATTS**

THIS FIRST AMENDMENT AND SECOND EXTENSION ("First Amendment and Second Extension") is made on June 18, 2024, by and between the City of Jacksonville Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, 11 N. Third Street, Jacksonville Beach, FL 32250 ("City") and Archstone Connections, LLC, d/b/a Drops & Watts, 240 NE 76th Drive, Suite D, Gainesville, FL 32607 ("Archstone"), to amend and extend the Contract Agreement for Energy and Water Audit Services with an effective date of August 1, 2018 (the "Agreement").

WHEREAS, on March 19, 2018, the City advertised RFP #03-1718 for Energy and Water Audit Services advertising a contract length of five years with the option to extend the contract for two additional one-year terms, for a total contract length not to exceed seven years subject to mutual consent of the City and Archstone.

WHEREAS, the City awarded the RFP #03-1718 to Archstone and thereafter, the parties entered into the Agreement wherein the term shown in Article 3 states the Agreement is effective as of August 1, 2018, and will continue in effect for five years ending on July 31, 2023; and

WHEREAS, without realizing there was a conflict in the language of RFP #03-1718 and the Agreement, the parties entered into the First One-year Extension Agreement on June 18, 2023, extending the Agreement for the first one-year term commencing June 18, 2023, and expiring June 18, 2024; and

WHEREAS, the parties desire to amend the Agreement to provide for the option to extend the term as advertised in RFP #03-1718 and to extend the Agreement for the second and final one-year term.

NOW, THEREFORE, in consideration the original intent of the term advertised in RFP #03-1718, the parties hereby agree as follows:

1. Article 3: Terms of Agreement is hereby amended as follows:

This Agreement shall be effective as of August 1, 2018, and will continue in effect through five years ending on July 31, 2023. This Agreement may be extended for two additional one-year terms, for a total contract length not to exceed seven years, subject to mutual consent of the CITY and the CONTRACTOR."

2. The term of the Agreement is hereby extended for the second one-year term commencing June 19, 2024, and expiring on July 31, 2025.

3. All other conditions, requirements, and provisions of the specifications for RFP #03-1718 and the Agreement not specifically amended herein shall remain unchanged and in full force and effect.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

**FIRST AMENDMENT TO AND SECOND EXTENSION OF THE CONTRACT AGREEMENT FOR ENERGY &
WATER AUDIT SERVICES (RFP #03-1718) BETWEEN THE CITY OF JACKSONVILLE BEACH AND
ARCHSTONE CONNECTIONS, LLC, D/B/A DROPPS & WATTS**

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year last written below.

CITY OF JACKSONVILLE BEACH

ATTEST:

Sign: _____

Print: Sheri Gosselin

Title: City Clerk

Date: _____

Sign: _____

Print: Christine H. Hoffman

Title: Mayor

Date: _____

Approved as to form and legal sufficiency:

David Migut, City Attorney

Sign: _____

Print: Michael J. Staffopoulos

Title: City Manager

Date: _____

ARCHSTONE CONNECTIONS, LLC, D/B/A DROPS & WATTS

Sign: _____

Print Name: _____

Title: _____

Date: _____

(Signature of person with authority to legally bind Archstone Connections, LLC)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ (year), by _____ [NAME], _____ [TITLE] of ARCHSTONE CONNECTIONS, LLC, a Florida Limited Liability Company, on behalf of the company, who is: ☐ personally known to me; or ☐ has produced _____ [type of identification] as identification.

Notary Public

My commission expires: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	05/06/2024
SUBJECT:	First Amendment to and First Extension of Contract Agreement with Revinu, Inc., for Sludge Hauling Services

BACKGROUND

The City entered into a three-year Agreement with Revinu, Inc. for Sludge Hauling Services in 2021, under Bid #2021-04. The original bid term was for an initial three-year contract, with additional one-year terms to a maximum of six years total. This request is the first of the three one-year extensions and a CPI adjustment to the Unit Price per Load of an additional \$1.26 per ton. The original contract expires on June 18, 2024.

FINANCIAL IMPACT

None. These services are included in the annual operating budget.

REQUESTED ACTION

Approve the First Amendment to and First Extension of the Contract Agreement for Sludge Hauling Continuous Services with Revinu, Inc.

ATTACHMENTS

1. First Amendment to and Extension of the Contract Agreement for Sludge Hauling Continuous Services

**FIRST AMENDMENT TO AND FIRST EXTENSION OF THE CONTRACT
AGREEMENT FOR SLUDGE HAULING CONTINUOUS SERVICES (BID# 2021-04)
BETWEEN THE CITY OF JACKSONVILLE BEACH AND REVINU, INC.**

THIS FIRST AMENDMENT AND FIRST EXTENSION ("First Amendment and Extension") is made on May 20, 2024, by and between the City of Jacksonville Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, 11 N. Third Street, Jacksonville Beach, FL 32250 ("City") and Revinu, Inc., 4050 Dundee Road, Winter Haven, Florida 33884 ("Revinu"), to amend and extend the Contract Agreement for Sludge Hauling Continuous Services with an effective date of June 18, 2021 (the "Agreement").

WHEREAS, on February 24, 2021, the City advertised BID# 2021-04 for sludge hauling services advertising a total contract length of three years with the option to extend the resulting unit price contract for additional terms, from one year through three years in length each, for a total contract length not to exceed six years subject to mutual consent of the City and the contractor.

WHEREAS, the City of Jacksonville Beach awarded the Bid# 2021-04 to Revinu and thereafter, the parties entered into the Agreement wherein the term shown in Article 3 states the Agreement is effective as of June 18, 2021 and will continue in effect for three years ending on June 18, 2024; and

WHEREAS, Section C: Technical Specifications, Paragraph O.4., of Bid# 2021-04 states the Unit Price per Load Adjustment Provision may be applied only once during the contract and that it is only to be applied as a provision of the agreement for one of the extended additional terms based on the *Consumer Price Index (CPI) - All Urban Consumers, Area: U.S. city average, Item: All items less food and energy* - published by the U.S. Department of Labor, Bureau of Labor Statistics; and

WHEREAS, as evidenced in Exhibit A attached hereto, Revinu requested and the City agreed to a CPI change of the Unit Price per Load of an additional \$1.26 per ton effective starting the first full month after the written agreement on the Unit Price Adjustment or new term start date, whichever is later; and

WHEREAS, the parties desire to amend the Agreement to provide for the option to extend the term as advertised in Bid# 2021-04, to adjust the Unit Price per Load in accordance with Section C: Technical Specifications, Paragraph O.4., and to extend the Agreement for the first one year term.

NOW, THEREFORE, in consideration the original intent of the term advertised in Bid# 2021-04, the parties hereby agree as follows:

1. Article 3: Terms of Agreement is hereby amended as follows:

This Agreement shall be effective as of June 18, 2021 ("Effective Date") and will continue in effect for three years ending on June 18, 2024. This Agreement may be extended for additional terms for one year through three years in length each, for a total contract length not to exceed six years, subject to mutual consent of the CITY and the CONTRACTOR."

**FIRST AMENDMENT TO AND FIRST EXTENSION OF THE CONTRACT
AGREEMENT FOR SLUDGE HAULING CONTINUOUS SERVICE (BID# 2021-04)
BETWEEN THE CITY OF JACKSONVILLE BEACH AND REVINU, INC.**

2. The Price per Load is hereby adjusted to \$27.17 per ton for the remainder of the contract term as amended and extended effective starting July 1, 2024.

3. The term of the Agreement is hereby extended for the first one-year term commencing June 18, 2024, and expiring on June 18, 2025.

4. All other conditions, requirements, and provisions of the specifications for Bid # 2021-04 and the Agreement not specifically amended herein shall remain unchanged and in full force and effect.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
[SIGNATURES ON THE FOLLOWING PAGE]**

**FIRST AMENDMENT TO AND FIRST EXTENSION OF THE CONTRACT
AGREEMENT FOR SLUDGE HAULING CONTINUOUS SERVICE (BID# 2021-04)
BETWEEN THE CITY OF JACKSONVILLE BEACH AND REVINU, INC.**

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year last written below.

CITY OF JACKSONVILLE BEACH

ATTEST:

Sign: _____

Print: Sheri Gosselin

Title: City Clerk

Date: _____

Sign: _____

Print: Christine H. Hoffman

Title: Mayor

Date: _____

Approved as to form and legal sufficiency:

David Migut, City Attorney

Sign: _____

Print: Michael J. Staffopoulos

Title: City Manager

Date: _____

REVINU, INC.

Sign: _____

Print Name: _____

Title: _____

Date: _____

(Signature of person with authority to legally bind Revinu, Inc.)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ (year), by _____ [NAME], _____ [TITLE] of REVINU, INC., a Florida Profit Corporation, on behalf of the corporation, who is: ☐ personally known to me; or ☐ has produced _____ [type of identification] as identification.

Notary Public

My commission expires: _____



**4050 Dundee Road
Winter Haven, FL 33884
863-656-5405**

May 8, 2024

Robert Delgado
Via email: rdelgado@jaxbchfl.net
City of Jacksonville Beach
1460A Shetter Avenue
Jacksonville Beach, FL 32250

Dear Mr. Delgado,

Revinu, Inc. would like to extend Bid No 2021-04 agreement for an additional one-year term.

Per Revinu, Inc.'s contract agreement with the City Bid No. 2021-04 for Sludge Hauling Continuous Services, we respectfully request a CPI adjustment per ATTACHMENT A, Section O. Terms and Conditions: 4. Unit Price per Load Adjustment Provision based on CPI Change.

Attached is a calculation of the CPI Change of an additional \$1.26 per ton which per contract would be effective starting the first full month after the written agreement on the Unit Price Adjustment or New Term Start Date, whichever is later.

After you have had the opportunity to review the attached calculation, please let me know if you have any questions.

Thank you for the opportunity to provide continued excellent service to the City of Jacksonville Beach.

Sincerely,

A handwritten signature in black ink, appearing to read "Donna L. Christiano".

Donna L. Christiano
Chief Financial Officer

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SA0L1E
Not Seasonally Adjusted
Series Title: All items less food and energy in U.S. city average, all
Area: U.S. city average
Item: All items less food and energy
Base Period: 1982-84=100
Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2014	235.367	236.075	236.913	237.509	238.029	238.157	238.138	238.296	238.841	239.413	239.248	238.775	237.008	238.785
2015	239.248	240.083	241.067	241.802	242.119	242.354	242.436	242.651	243.359	243.985	244.075	243.779	241.112	243.381
2016	244.528	245.680	246.358	246.992	247.544	247.794	247.744	248.278	248.731	249.218	249.227	249.134	246.483	248.722
2017	250.083	251.143	251.290	251.642	251.835	252.014	251.936	252.460	252.941	253.638	253.492	253.558	251.335	253.004
2018	254.638	255.783	256.610	257.025	257.469	257.697	257.867	258.012	258.429	259.063	259.105	259.083	256.537	258.593
2019	260.122	261.114	261.836	262.332	262.590	263.177	263.566	264.169	264.522	265.059	265.108	264.935	261.862	264.560
2020	266.004	267.268	267.312	266.089	265.799	266.302	267.703	268.756	269.054	269.328	269.473	269.226	266.462	268.923
2021	269.755	270.696	271.713	273.968	275.893	278.218	279.146	279.507	279.884	281.617	282.754	283.908	273.374	281.136
2022	285.996	288.059	289.305	290.846	292.506	294.680	295.646	297.178	298.442	299.315	299.600	300.113	290.232	298.382
2023	301.962	304.011	305.476	306.899	308.096	308.910	309.402	310.103	310.817	311.380	311.606	311.907	305.892	310.869
2024	313.623	315.419	317.088											

Contract Start Date 6/18/2021

June, 2021 278.218

May, 2022 292.506

Index Change 14.288

Percentage Change Year 1 5.1%

June, 2022 294.680

May, 2023 308.096

Index Change 13.416

Percentage Change Year 2 4.6%

Full 12-month periods

Year 1 5.1%

Year 2 4.6%

Average of Years 1 & 2 4.8%

Contract Price Per Ton \$ 25.91

CPI Increase \$ 1.26

New Price Per Ton \$ 27.17

New Term State Date 6/18/2024



CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopoulos, City Manager
FROM:	Allen Putnam, Director Beaches Energy
DATE:	01/18/2024
SUBJECT:	Approve/Disapprove the advanced purchase of vehicle #254 included in the FY2024-2028 Capital Improvement Plan

BACKGROUND

In the approved Capital Improvement Plan for FY2024-2028, the Beaches Energy Services (BES) Vehicle Replacement Program calls for the replacement of a four-wheel drive Line Truck (vehicle #254) in FY2025. This type of vehicle is currently experiencing extremely long lead times due to chassis supply constraints (24-48 months). Beaches Energy desires to accelerate the order of this vehicle to ensure delivery within the first two quarters of FY2026 (approximately 24 months). Our experience has been that these orders are typically received within twelve to fourteen months. Price increases have already taken place (see below - an increase of 25%) and may increase as time goes by.

Staff recommends ordering the four-wheel drive Line Truck from Altec Industries utilizing the Sourcewell Agreement (State Bid) for purchase. The current price is \$430,785.

No other vendors supplied pricing.

FINANCIAL IMPACT

Funding is available in the Electric Utility Fund operating reserves and the budget in account 410-12-1205-531-64-564001 will be adjusted at year-end. Payment will not be made until the vehicle is received.

REQUESTED ACTION

Approve/Disapprove the advanced purchase of vehicle #254 included in the FY2024-2028 Capital Improvement Plan for Beaches Energy Services.

ATTACHMENTS

1. Altec Quote DH50AWD - 50 foot Bucket Truck - \$430,785
2. FY2024-2028 BES Vehicle CIP



Quote Number: 1515033
Opportunity Number: 23082058
Sourcewell Contract #: 110421-ALT
Date: 11/30/2023

Quoted for: City of Jacksonville Beach

Customer Contact:

Phone: / Email:

Quoted by: David Paige

Phone: 816-236-1259 / Email: david.paige@altec.com

Altec Account Manager: Paul Hinson

REFERENCE ALTEC MODEL		Sourcewell Price
DH50	50' Fully Hydraulic derrick, rear mount	\$329,955

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	DH50-AWD	All Wheel Drive	\$30,591
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	MHW18	HYDRAULIC FRONT WINCH. 1-speed. 20,000 lb. (Bare Drum) Capacity, Bumper Package. Planetary Drive Winch with Extended Shaft to Curbside.	\$14,077
2	SL	COMPARTMENT LIGHTS in Body Compartments - Strip LED (Per Compartment)	\$222
3	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	\$1,066
4	CH	Cone Holder, Fold Over Post Style	\$415
5	HRS	HOSE REEL. Spring Loaded for Mounting 25' Conductive Hoses with HTMA Quick Couplings that Come with the Lower Tool Circuit. When it is an available option, Lower Tool Circuit Must be Ordered Separately.	\$2,088
6	D1	DRIVER CONTROLLED LOCKING DIFFERENTIAL	\$2,116
7	LTC	LOWER TOOL CIRCUIT	\$561
8	UHBD	Aluminum Bayonet Capstan Drum (fits any winch extended shaft)	\$870
9	VCAM	Backup Camera System	\$1,313
10	UA18	18" Diameter Dirt Auger Full Flight	\$1,912
SOURCEWELL OPTIONS TOTAL:			\$381,961

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	DH45 in lieu of DH50 / OptiView Controls / Two-Speed Hydro Shift Auger	-\$2,309
2	UNIT & HYDRAULIC ACC	50' hyd hoses in lieu of 25' /	\$332
3	BODY	Flatbed/T-Box with two (2) boxes in lieu of Line body	\$4,940
4	BODY & CHASSIS ACC	Half Cab Guard	\$4,046
5	ELECTRICAL	Grounding Reel with 50' of 2/0 cable with clamp / Ground Lighting Package	\$6,518
6	FINISHING		\$0
7	CHASSIS	Custom Chassis with dual Air Ride Seats/Power Windows-Locks/Bluetooth	\$1,200
8	OTHER	Current MU	\$17,842
OPEN MARKET OPTIONS TOTAL:			\$32,569

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$414,530.00

Delivery to Customer: \$5,125.00

Extended Warranty: \$11,130.00

TOTAL FOR UNIT/BODY/CHASSIS: \$430,785.00

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 67-70 months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: Roanoke, VA

Capital Improvement Plan: FY2024-2028

Project Title: Vehicle Replacement Program

Department/Division: Beaches Energy Services / All Divisions

Strategic Plan Priorities, Goals and Objectives: Promote asset management and preventative maintenance principles for major City infrastructure (P4.G1.O2.)

Project Description and Reason Necessary:

This is a program to replace vehicles due to annual operating expense, age, and condition.

Funding Source: Beaches Energy Services Operating Revenues

Division	Veh #	Year	Description	FY2024	FY2025	FY2026	FY2027	FY2028
C&M	214	2014	40ft Bucket Truck 4X4	\$310,000				
Relay	230	2009	55ft Altec Bucket	\$350,000				
C&M	238	2014	40ft Bucket Truck 4X4	\$310,000				
C&M	254	2015	Freightliner C5045		\$465,000			
C&M	284	2015	Chevy 2500 4WD		\$52,000			
Meter	293	2015	Chevy 1500 4WD		\$41,000			
C&M	205	2016	Chevy Silverado 2500 4X4			\$52,000		
C&M	212	2016	55ft Bucket Truck 4X4			\$360,000		
C&M	219	2016	Chevy Silverado 2500 4X4			\$52,000		
C&M	237	2016	Freight M2-106 4X4			\$465,000		
Meter	287	2016	GMC Sierra 1500 4X4			\$41,000		
Relay	217	2017	Ford E-250				\$52,000	
Relay	271	2017	Ford E-350				\$52,000	
Relay	291	2017	Ford F-350				\$52,000	
Meter	280	2017	Ford F-150				\$52,000	
Meter	247	2017	GMC Sierra				\$41,000	
Meter	294	2017	Chevy 1500				\$52,000	
Engineering	221	2017	Ford Explorer					\$41,000
C&M	265	2018	Silverado 2500 4WD					\$52,000
C&M	277	2018	Dodge Ram 5500 Reg Cab					\$52,000
Meter	211	2018	Chevy 2500 HD 4WD					\$52,000
Meter	261	2018	Chevy 1500 Reg Cab 2WD					\$52,000
Totals				\$970,000	\$558,000	\$970,000	\$301,000	\$249,000



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	05/09/2024
SUBJECT:	Additional Sanitary Sewer Pipe-lining for Area Around Emergency Repair

BACKGROUND

Public Works (PW) staff have identified an area around a major repair site where future piping failures are predicted. The proposed project involves a substantial pipelining of the area, utilizing the piggyback of the Cured-In-Place Pipe (CIPP) Unit Price Construction Contract Between JEA and Insituform Technologies, LLC (JEA Contract #194523). This project is being proposed outside of normal processes, as PW has already authorized a project utilizing all authorized funding in the FY24 budget. The Engineer's Estimated Opinion of Cost is \$365,000. With an approximate 10% contingency added, the not to exceed request is \$400,000.

FINANCIAL IMPACT

Funding is available in the Water/Sewer reserves, and the budget in account 420-07-0707-536-46-546011 will be adjusted at year-end.

REQUESTED ACTION

Approve/Disapprove additional sanitary sewer pipe-lining for area around emergency repair for an amount not to exceed \$400,000

ATTACHMENTS

1. SewerMaterialsMap
2. EEOC HDPE GM Lining
3. Contract Between JEA and Insituform Technologies, LLC
4. Amendment #6 to Contract #JEA10298 Between JEA and Insituform Technologies, LLC

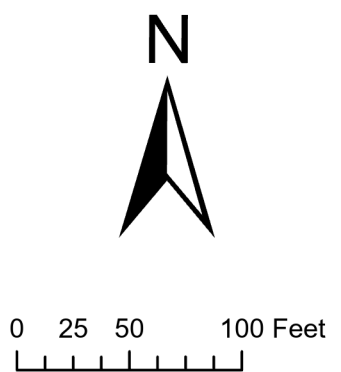


1981

HDPE

Emergency Repair Area

Failed Tail Drop



- Legend
- Water Main
 - Water Valve
 - Fire Line
 - Fire Hydrant
 - Hydrant Valve
 - Raw Wtr Main
 - Raw Wtr Valve
 - Water Service
 - Water Meter
 - Water Well
 - Gravity Main
 - Manhole
 - Sewer Service
 - Lift Station
 - Force Main
 - Sewer Valve
 - Abdn MH
 - Abandon GM
 - Streets
 - Parcels
 - Abandon WM

SEWER MAIN MATERIALS MAP

CITY OF JACKSONVILLE BEACH

DEPARTMENT OF PUBLIC WORKS

1460-A Shelter Avenue

Jacksonville Beach, FL 32250

904.247.6219 / publicworks@jaxbchfl.net

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

Lift Station 18 HDPE Gravity Sewer Main CIPP Lining Cost Estimate

Item	Description	Measure	Quantity	Unit Price	Total
HDPE Sewer Main to be Repaired					
1	CCTV and Light Clean 8" – 21" Dia pipe	LF	370	\$ 5.00	\$ 1,850.00
2	Furnish and install 8" CIPP lining, 6.0 mm thick	LF	370	\$ 40.00	\$ 14,800.00
3	Reconnect existing services using robotic internal cutter	EA	7	\$ 300.00	\$ 2,100.00
4	Special Condition (Maximum of 10%) MOT & Easement Access	%	7%		\$ 1,312.50
	Subtotal				\$ 20,062.50
Remaining HDPE Sewer Main					
5	CCTV and Light Clean 8" – 21" Dia pipe	LF	6,500	\$ 5.00	\$ 32,500.00
6	Furnish and install 8" CIPP lining, 6.0 mm thick	LF	6,500	\$ 40.00	\$ 260,000.00
7	Reconnect existing services using robotic internal cutter	EA	100	\$ 300.00	\$ 30,000.00
8	Special Condition (Maximum of 10%) MOT & Easement Access	%	7%		\$ 22,575.00
	Subtotal				\$ 345,075.00
	TOTAL				\$ 365,138

Cured-In-Place Pipe (CIPP) Unit Price Construction

**CONTRACT
BETWEEN
JEA
AND
INSITUFORM TECHNOLOGIES, LLC
JEA CONTRACT # 194523**

THIS CONTRACT is made and entered into 12/15/2020 (the “**Effective Date**”) by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida (“**JEA**”) and, INSITUFORM TECHNOLOGIES LLC, a Delaware limited liability company, authorized to conduct business in the state of Florida with its principal address at 17988 Edison Avenue, Chesterfield, MO 63005(“**Company**”).

WHEREAS, JEA issued a Solicitation 084-20 for Cured-In-Place Pipe (CIPP) Unit Price Construction, as amended by Addendum Number One dated 10/15/2020(the “**Solicitation**”); and

WHEREAS, based on Company’s response to the Solicitation (the “**Response**”), on December 17, 2020, JEA’s Awards Committee awarded a contract to Company to provide Cured-In-Place Pipe (CIPP) Unit Price Construction services to JEA as described in the Solicitation (the “**Work**”);

NOW THEREFORE, in consideration of the mutual covenants contained below, JEA and Company agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and incorporated herein by reference.

Engagement and Performance of Work. JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Contract.

3. **Compensation**. JEA shall pay the Company for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.

4. **Maximum Indebtedness**. JEA’s maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed One Million Five Hundred Thousand and 00/100 Dollars (\$ 1,500,000.00). All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.

5. **Term**. The term of this Contract shall commence on the Effective Date and shall continue through 12/14/2023, unless sooner terminated in accordance with the terms of the

Solicitation. JEA shall have the right, in its sole discretion, to renew this Contract for up to two (2) additional terms of one (1) year each.

6. Contract Documents. This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
- Any Addenda to the Solicitation issued by JEA
- The Solicitation as originally issued by JEA, including all amendments, technical specifications, appendices and exhibits thereto
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by JEA

7. Bonds. The Payment and Performance Bonds the Company is required to issue, execute, record and return to JEA pursuant to this Contract and Florida law are attached hereto as **Exhibit B.**

8. Notices. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to JEA:

JEA
21 W. Church Street
Jacksonville, Florida 32202
Attn: Kenneth Chascin

and to:

JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration

As to the Company:

INSITUFORM TECHNOLOGIES LLC
17988 Edison Ave
Chesterfield, MO 63005
Attn: Diane Partridge

9. **Authority.** Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

10. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

11. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

12. **Counterparts.** This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

IN WITNESS WHEREOF, JEA and Company have duly executed this Contract as of the Effective Date.

SIGNATURES TO FOLLOW

INSITUFORM TECHNOLOGIES LLC

Signature:

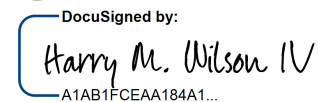
DocuSigned by:

 C54C89EAD4354BF...

Email: jlause@aegion.com
Name: Jana Lause
Title: Contacting and Attesting Officer
Date: 1/8/2021

Office of General Counsel

Signature:

DocuSigned by:

 A1AB1FCEAA184A1...

Email: rmwilson@coj.net
Name: Reece Wilson
Title: Assistant General Counsel
Date: 1/8/2021

INSITUFORM TECHNOLOGIES LLC

Signature:

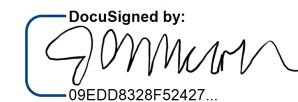
DocuSigned by:

 0DAE8511D09A4FE...

Email: dpartridge@aegion.com
Name: Diane Partridge
Title: Contracting and Attesting Officer
Date: 1/8/2021

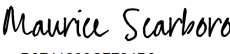
JEA

Signature:

DocuSigned by:

 09EDD8328F52427...

Email: gleejs@jea.com
Name: Jennifer McCollum
Title: Director, Procurement Services
Date: 1/11/2021

Signature:

DocuSigned by:

B9741300C7734B8...

Email: scarm@jea.com
Name: Maurice Scarboro
Title: Contracts Associate
Date: 1/11/2021

EXHIBIT A

Appendix B - Bid Form
084-20 Cured-In-Place Pipe (CIPP) Unit Price Construction

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: Insituform Technologies, LLC

Company's Address: 17988 Edison Avenue, Chesterfield, MO 63005

License Number: CGC1510306

Phone Number: (636) 530-8000 FAX No: (636) 530-8701 Email Address: dpartridge@aegion.com

BID SECURITY REQUIREMENTS

- ☐ None required
☒ Certified Check or Bond (Five Percent (5%))

TERM OF CONTRACT

- ☐ One Time Purchase
☐ Annual Requirements
☒ Other, Specify - Project Completion

SAMPLE REQUIREMENTS

- ☒ None required
☐ Samples required prior to Bid Opening
☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- ☐ None required
☒ Bond required 100% of Bid Award

QUANTITIES

- ☐ Quantities indicated are exacting
☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

- ☐ 1% 20, net 30
☐ 2% 10, net 30
☐ Other _____
☐ None Offered

ENTER YOUR BID FOR SOLICITATION 084-20	TOTAL BID PRICE
Total Bid Price for the Project (enter total from cell H35 in the Bid Workbook)	\$

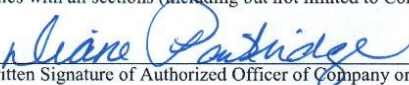
☒ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

BIDDER CERTIFICATION

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda

_____ through _____


Handwritten Signature of Authorized Officer of Company or Agent

10/20/2020

Date

Diane Partridge, Contracting and Attesting Officer
Printed Name and Title

Appendix B - Bid Workbook
084-20 Cured-In-Place Pipe (CIPP) Unit Price Construction
Only Complete the Prices in Yellow Cells

Company Name		Insituform Technologies, LLC					
Item	JEA WATER AND WASTEWATER STANDARDS MANUAL	SC	Description	UOM	Estimated # of Units	Unit Price	Extended Price
1	961.1		Furnish and install 8" CIPP lining, 6.0 mm thick	LF	7500	\$ 26.00	\$ 195,000.00
2	961.1		Furnish and install 10" CIPP lining 6.0 mm thick	LF	4500	\$ 28.00	\$ 126,000.00
3	961.1		Furnish and install 12" CIPP lining, 6.0 mm thick	LF	2500	\$ 29.00	\$ 72,500.00
4	961.1		Furnish and install 15" CIPP lining, 7.5 mm thick	LF	500	\$ 42.00	\$ 21,000.00
5	961.1		Furnish and install 16" CIPP lining, 7.5 mm thick	LF	500	\$ 43.00	\$ 21,500.00
6	961.1		Furnish and install 18" CIPP lining, 9.0 mm thick	LF	500	\$ 44.00	\$ 22,000.00
7	961.2		Furnish and install 20" CIPP lining, 9.0 mm thick	LF	500	\$ 53.00	\$ 26,500.00
8	961.2		Furnish and install 21" CIPP lining, 9.0 mm thick	LF	500	\$ 53.00	\$ 26,500.00
9	961.2		Furnish and install 24" CIPP lining, 9.0 mm thick	LF	500	\$ 57.00	\$ 28,500.00
10	961.2		Furnish and install 30" CIPP lining, 12.0 mm thick	LF	500	\$ 83.00	\$ 41,500.00
11	961.2		Furnish and install 36" CIPP lining, 13.5 mm thick	LF	500	\$ 114.00	\$ 57,000.00
12	961.2		Furnish and install 42" CIPP lining, 13.5 mm thick	LF	500	\$ 120.00	\$ 60,000.00
13	961.2		Furnish and install 48" CIPP lining, 15.0 mm thick	LF	500	\$ 165.00	\$ 82,500.00
14	961.2		Furnish and install 54" CIPP lining, 21.0 mm thick	LF	500	\$ 240.00	\$ 120,000.00
15	963.3		Reconnect existing services using robotic internal cutter	EA	270	\$ 250.00	\$ 67,500.00
16	963.4		Hammer Tap Removal	EA	25	\$ 225.00	\$ 5,625.00
17	965		Light Clean 8" – 21" Dia pipe	LF	17000	\$ 3.00	\$ 51,000.00
18	965		Light Clean 24" – 54" Dia pipe	LF	3000	\$ 5.90	\$ 17,700.00
19	965		CCTV and Light Clean 8" – 21" Dia pipe	LF	17000	\$ 4.10	\$ 69,700.00
20	965		CCTV and Light Clean 24" – 54" Dia pipe	LF	3000	\$ 10.60	\$ 31,800.00
21	965.1		Tuberculation Removal 8" – 12" Diameter	LF	200	\$ 19.10	\$ 3,820.00
22	965.1		Tuberculation Removal 14" – 18" Diameter	LF	200	\$ 23.30	\$ 4,660.00
23	965.1		Tuberculation Removal 20" – 24" Diameter	LF	200	\$ 29.60	\$ 5,920.00
24	965.1		Tuberculation Removal 27" – 42" Diameter	LF	200	\$ 33.90	\$ 6,780.00
25	966		Bypass Pumping - 18"-21" pipe	LF	1000	\$ 9.50	\$ 9,500.00
26	966		Bypass Pumping - 24"-36" pipe	LF	500	\$ 31.50	\$ 15,750.00
27	966		Bypass Pumping - 42"-54" pipe	LF	500	\$ 67.40	\$ 33,700.00
28	2.15.1		Testing Allowance	LS	1	\$ 5,000.00	\$ 5,000.00

29	2.16.18		Supplemental Work Authorization (SWA)	LS	1	\$ 100,000.00	\$ 100,000.00
Subtotal							\$ 1,328,955.00
30	Special Conditions (Maximum of 10%)					1%	\$ 13,289.55
Bid Total (Enter this amount on Page 1 of the Bid Form)							\$ 1,342,244.55

Supplemental Bid (not part of the Bid Total)							
Item	JEA WATER AND WASTEWATER STANDARDS MANUAL	SC	Description	UOM	Estimated # of Units	Unit Price	Extended Price
31	962		Adjust/Reset Manhole Frame and 32" Dia Cover, Up to One Foot	EA	1	\$ 1,774.50	\$ 1,774.50
32	962		Adjust/Reset Manhole Frame and 32" Dia Cover, (Item 23), Excess Over Foot	VF	1	\$ 354.90	\$ 354.90
33	963.1		Lateral Connection (DFW Flexible Saddle to PVC) @ 8" – 12" HDPE, (0' – 4' Deep)	EA	1	\$ 2,484.20	\$ 2,484.20
34	963.1		Lateral Connection (DFW Flexible Saddle to PVC) @ 8" – 12" HDPE, (4' – 8' Deep)	EA	1	\$ 3,548.90	\$ 3,548.90
35	963.1		Lateral Connection (DFW Flexible Saddle to PVC) @ 8" – 12" HDPE, (8' – 12' Deep)	EA	1	\$ 4,258.70	\$ 4,258.70
36	963.1		Lateral Connection (DFW Flexible Saddle to PVC) @ 8" – 12" HDPE, (12' – 16' Deep)	EA	1	\$ 8,872.30	\$ 8,872.30
37	963.2		Lateral Connection (DFW Flexible Saddle to HDPE) @ 8" – 12" HDPE, (0' – 4' Deep)	EA	1	\$ 2,484.20	\$ 2,484.20
38	963.2		Lateral Connection (DFW Flexible Saddle to HDPE) @ 8" – 12" HDPE, (4' – 8' Deep)	EA	1	\$ 3,548.90	\$ 3,548.90
39	963.2		Lateral Connection (DFW Flexible Saddle to HDPE) @ 8" – 12" HDPE, (8' – 12' Deep)	EA	1	\$ 4,258.70	\$ 4,258.70
40	963.2		Lateral Connection (DFW Flexible Saddle to HDPE) @ 8" – 12" HDPE, (12' – 16' Deep)	EA	1	\$ 4,850.20	\$ 4,850.20
41	408-9		A-3 Soil Backfill	CY	1	\$ 88.70	\$ 88.70
42	408-8		Flowable Fill	CY	1	\$ 218.90	\$ 218.90
43	427.1		Type "A" Manhole (0' – 4' Deep)	EA	1	\$ 5,323.40	\$ 5,323.40
44	427.1		Type "A" Manhole (4' – 6' Deep)	EA	1	\$ 6,269.80	\$ 6,269.80
45	427.1		Type "A" Manhole (6' – 8' Deep)	EA	1	\$ 6,743.00	\$ 6,743.00
46	427.1		Type "A" Manhole (8' – 10' Deep)	EA	1	\$ 7,689.30	\$ 7,689.30
47	427.1		Type "B" Manhole (0' – 4' Deep)	EA	1	\$ 5,441.70	\$ 5,441.70
48	427.1		Type "B" Manhole (4' – 6' Deep)	EA	1	\$ 6,388.10	\$ 6,388.10
49	427.1		Type "B" Manhole (6' – 8' Deep)	EA	1	\$ 6,861.30	\$ 6,861.30
50	427.1		Type "B" Manhole (8' – 10' Deep)	EA	1	\$ 7,807.60	\$ 7,807.60
51	427.4		Connection to Existing Manhole 6" Service Lateral	EA	1	\$ 1,183.00	\$ 1,183.00
52	428.1		Sewer Piping 6" – 12", PVC (0' - 4' Deep)	LF	1	\$ 142.00	\$ 142.00
53	428.1		Sewer Piping 6" – 12", PVC (4' - 8' Deep)	LF	1	\$ 153.80	\$ 153.80
54	428.1		Sewer Piping 6" – 12", PVC (8' - 12' Deep)	LF	1	\$ 165.60	\$ 165.60

EXHIBIT B

JEA
CONTRACT NUMBER JEA10298 / 194523

SURETY BOND NUMBER
PERFORMANCE BOND

As to the Contractor/Principal:

Name: **INSITUFORM TECHNOLOGIES, LLC**

Telephone: (636)530-8000

As to the Surety:

Name:

Principal Business Address:

Telephone: ()

As to the Owner of the Property/Contracting Public Entity:

Name: JEA, 21 W. Church St., Jacksonville, FL 32202

Telephone: (904) 665-6000

Description of project including address and description of improvements:

“Cured-In-Place Pipe (CIPP) Unit Price Construction”
Solicitation #084-20

JEA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that INSITUFORM TECHNOLOGIES, LLC, a Delaware limited liability company, as Principal, (hereinafter called “Contractor”), and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter called “Surety”), are each held and firmly bonded unto JEA, a body politic and corporate, in Duval County, Florida, as Obligee (hereinafter called “JEA”), in the sum of **ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00)** lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the ____ day of December, 2020, entered into a contract with JEA (Contract # **JEA10298 / 194523**) for “Cured-In-Place Pipe (CIPP) Unit Price Construction” pursuant to Solicitation # 084-20; all of said work to be done in the time and manner and in strict accordance with any advertisement for bids for said work and done in strict compliance with the drawings, plans and specifications for said work and requirements of JEA proposal and award therefor and of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the “Contract”), all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: (1) provide JEA with a certified copy of the recorded bond before commencing the work (or before recommencing the work after a default or abandonment; and (2) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond, by reference, in strict compliance with the Contract requirements; and (3) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and (4) pay JEA all losses, delay and disruption damages and all other damages, expenses, costs, statutory attorney’s fees, including appellate proceedings, that JEA sustains because of a default by Contractor under the Contract; then this Bond shall be void; otherwise it shall remain in full force and

effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by JEA, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by JEA to be in default under the Contract, JEA having performed JEA's obligations thereunder, the Surety shall, at JEA's sole option, take one (1) of the following actions:

- (1) Within a reasonable time, but in no event later than thirty (30) days, from JEA's written notice of termination for default, arrange for Contractor with JEA's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay JEA all losses, delay and disruption damages and all other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default by the Contractor under the Contract; or
- (2) (A) Within a reasonable time, but in no event longer than sixty (60) days after JEA's written notice of termination for default, award a contract to a completion contractor and issue notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, JEA may elect, to have the Surety determine jointly with JEA the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and JEA, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price," as used in this Bond, shall mean the total amount payable by JEA to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by JEA to Contractor. (C) Either way, the Surety shall pay JEA all remaining losses, delay and disruption damages, expenses, costs, and statutory

attorney's fees, including appellate proceedings, that JEA sustains because of a default by Contractor under the Contract; or

- (3) Within a reasonable time, but in no event later than thirty (30) days from JEA's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to JEA and tender payment to JEA of any amount necessary in order for JEA to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save JEA harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay JEA for all losses, delay and disruption damages and other damages, expenses, costs and statutory attorney's fees, including appellate proceedings, that JEA sustains because of a default of the Contractor under the Contract.

PROVIDED further, the Surety shall indemnify and save JEA harmless from any and all claims and damages, arising from the Contractor's default under the Contract including, but not limited to, contractual damages, expenses, costs, injury, negligent default, or intentional default, patent infringement and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from JEA a certificate of final completion under the Contract.

PROVIDED further, that during any interim period after JEA has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to JEA, Surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED further, no right of action shall accrue on this Bond to or for the use of any person or corporation other than JEA named herein or the heirs, executors, administrators or successors of JEA.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

NEXT PAGE IS THE SIGNATURE PAGE

SIGNED AND SEALED this ____ day of _____, 2020.

ATTEST:

**INSITUFORM TECHNOLOGIES, LLC, a
Delaware limited liability company**

Signature

Signature

Type/Print Name Type/Print Name

Title

Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By: _____
Its: _____

AS SURETY

Name of Agent: _____

Address: _____

Note: Date of Bond Must Not Be Prior to Date of Contract

JEA CONTRACT NUMBER JEA10298 / 194523

SURETY BOND NUMBER _____

**PAYMENT BOND
REQUIRED
BY SECTION 255.05, FLORIDA STATUTES**

As to the Contractor/Principal:

Name: **INSITUFORM TECHNOLOGIES, LLC**

Telephone: (636)530-8000

As to the Surety:

Name:

Principal Business Address:

Telephone: ()

As to the Owner of the Property/Contracting Public Entity:

Name: JEA, 21 W. Church St., Jacksonville, FL 32202

Telephone: (904) 665-6000

Description of project including address and description of improvements:

“Cured-In-Place Pipe (CIPP) Unit Price Construction”

Solicitation #084-20

JEA
PAYMENT BOND REQUIRED BY
SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that **INSITUFORM TECHNOLOGIES, LLC**, a Delaware limited liability company, hereinafter called "Principal", and _____, a corporation organized and existing under the laws of the State of Florida, and duly authorized to conduct and carry on a general surety business in the State of Florida, hereinafter called "Surety," are each held and firmly bound unto JEA of Jacksonville, a municipal corporation, of Jacksonville, Duval County, Florida, hereinafter called "JEA" or "Owner," in the penal sum of **ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00)** in lawful money of the United States of America, for the payment whereof Principal and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal entered into a certain contract with JEA, dated the _____ day of December, 2020 (JEA Contract Number JEA10298 / 194523) (the "Contract") which is, by this reference, made a part hereof, as if fully set out herein, for "Cured-In-Place Pipe (CIPP) Unit Price Construction" pursuant to Informal Bid # 084-20, of Specifications entitled "Cured-In-Place Pipe (CIPP) Unit Price Construction" for JEA, in accordance with plans and specifications prepared by JEA.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the said Principal:

(1) Provides to JEA a certified copy of the recorded bond prior to commencing the work (or before recommencing the work after a default or abandonment) in accordance with Section 255.05(1)(b), Florida Statutes; and

(2) Promptly makes payments to all claimants, as defined in Sections 255.05(1) and 713.01, Florida Statutes, supplying Principal with labor, materials or supplies that are consumed or used directly or indirectly, by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work, and including any authorized extensions or modifications of such Contract; and

(3) Defends, indemnifies and saves JEA harmless from claims, demands, liens, or suits by any

person or entity whose claim, demand, lien or suit is for the payment of labor, materials or equipment furnished for use in the performance of the Contract, provided JEA has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by JEA to pay the Principal as required by the Contract; and

(4) Pays JEA all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that JEA sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and, specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials or supplies shall be instituted hereunder against the Principal or the Surety unless a claimant provides, to each of them, both of the proper notices, in accordance with the requirements of Section 255.05(2), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED further, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, in accordance with the requirements of Section 255.05(10), Florida Statutes.

PROVIDED further, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, unless an extension beyond the one (1) year period is specifically provided pursuant to Section 255.05(10), Florida Statutes.

PROVIDED further, that the said Surety, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SIGNED AND SEALED this ____ day of _____, 2020.

ATTEST:

**INSITUFORM TECHNOLOGIES LLC, a
Delaware limited liability company**

Signature

Signature

Type/Print Name Type/Print Name

Title

Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

By: _____
Its: _____

AS SURETY

Name of Agent: _____

Address: _____

Note: Date of Bond Must Not Be Prior to Date of Contract

AMENDMENT # 6
TO CONTRACT # JEA10298
BETWEEN
JEA
AND
INSITUFORM TECHNOLOGIES, LLC

THIS AMENDMENT NUMBER 6 (“Sixth Amendment”) is made and entered into this 5th day of September, 2023, (the “Effective Date”), by and between **JEA**, a body politic and corporate located at 225 N. Pearl St., Jacksonville, Florida, 32202, and **INSITUFORM TECHNOLOGIES, LLC**, a Delaware Foreign Limited Liability Company with its principal office located at 580 Goddard Avenue, Chesterfield, MO 63005 (the “Company”).

RECITALS:

WHEREAS, on **December 15, 2020**, the parties made and entered into an agreement (the “Original Agreement”) under which Company agreed to provide “**Cured-In-Place Pipe (CIPP) Unit Price Construction**” (the “Work”) for three (3) years until **December 14, 2023**, (the “Term”), with one (1), one (1) year renewal option, for **One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00)** (the “Maximum Indebtedness”); and

WHEREAS, on **December 09, 2021**, JEA increased the Maximum Indebtedness in the amount **One Million One Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,125,000.00)**, as approved by the JEA Awards Committee, for a new Maximum Indebtedness of **Two Million Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$2,625,000.00)**; and

WHEREAS, on **January 05, 2022**, JEA discovered the Maximum Indebtedness stated in Amendment One was incorrect and decreased the Maximum Indebtedness in the amount of **One Hundred Sixty-Seven Thousand One Hundred Twenty-Three and 00/100 Dollars (\$167,123.00)**, for a corrected Maximum Indebtedness of **Two Million Four Hundred Fifty-Seven Thousand and Eight Hundred Seventy-Seven and 00/100 Dollars (\$2,457,877.00)**; and

WHEREAS, on **May 05, 2022**, JEA increased the Maximum Indebtedness in the amount **Eight Hundred Forty Thousand and 00/100 Dollars (\$840,000.00)**, as approved by the JEA Awards

Committee, for a new Maximum Indebtedness of **Three Million Two Hundred Ninety-Seven Thousand Eight Hundred Seventy-Seven and 00/100 Dollars(\$3,297,877.00)**; and

WHEREAS, on **August 09, 2022**, JEA revised the Unit Prices stated in the Original Agreement; and

WHEREAS, on **January 26, 2023**, JEA increased the Maximum Indebtedness in the amount of **One Million Nine Hundred Thousand and 00/100 Dollars (\$1,900,000.00)**, as approved by the JEA Awards Committee, for a new Maximum Indebtedness of **Five Million One Hundred Ninety-Seven Thousand Eight Hundred Seventy-Seven and 00/100 Dollars (\$5,197,877.00)**; and

WHEREAS, JEA now desires to renew the Term of the Original Agreement until **December 14, 2024**.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Term.** The Term of the Original Agreement shall be extended until **December 14, 2024**, at and for the prices established in the Original Agreement.
2. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

Rest of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year first above written.

SIGNATURES TO FOLLOW

INSITUFORM TECHNOLOGIES, LLC

Signature:

Email: dpartridge@aegion.com

Name: Diane Partridge

Title:

Date:

JEA

Signature:

Email: gleejs@jea.com

Name: Jenny McCollum

Title: Director, Procurement Services

Date:

JEA-WITNESS

Signature:

Email: talljb@jea.com

Name: Jessie Talley

Title: Contracts Associate

Date:

Audit Summary for Amendment number JEA10298, titled Cured-In-Place Pipe (CIPP) Unit Price Construction

Report Time

09/12/2023 | 10:51:47 (GMT)

Agreement Name

Amendment number JEA10298, titled Cured-In-Place Pipe (CIPP) Unit Price Construction

Document Created Time

09/08/2023 | 13:45:29 (GMT)

Document Created By

Jessica Talley (talljb@jea.com)

Document Sent Time

09/08/2023 | 13:45:29 (GMT)

Transaction ID

1fcdc3e5-059e-45a0-b683-38b6214f194d

Documents

1694180721885.pdf

Recipients

Diane Partridge (dpartridge@aegion.com),
Jenny McCollum (gleejs@jea.com), Jessie
Talley (talljb@jea.com)

Document Status

Completed

Document Status Action Time

09/12/2023 | 10:51:47 (GMT)

Number of Signatures

3

Number of Initials

0

Number of Stamps

0

Number of Pages in Document

3

CC Users

Audit Events

- Document created by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)

Time	IP Address	Geolocation	Browser	OS
09/08/2023 13:45:29 (GMT)	207.211.63.71	-	-	Other null

- Document emailed by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)
Sent to - Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/08/2023 13:45:34 (GMT)	-	-	-	-

- Email link authenticated by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/08/2023 15:59:41 (GMT)	172.10.119.165	-	Edge 116	Windows 10

- Document viewed by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/08/2023 15:59:42 (GMT)	172.10.119.165	-	Edge 116	Windows 10

- Email link authenticated by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/08/2023 16:00:03 (GMT)	54.225.103.140	-	Edge 116	Windows 10

- Document viewed by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/08/2023 16:00:04 (GMT)	54.225.103.140	-	Edge 116	Windows 10

- PDF agreement downloaded by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/08/2023 16:00:12 (GMT)	172.10.119.165	-	Edge 116	Windows 10

- Email link authenticated by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/08/2023 16:01:23 (GMT)	23.82.131.22	-	Chrome 114	Windows 10

- Document viewed by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/08/2023 16:01:29 (GMT)	23.82.131.22	-	Chrome 114	Windows 10

- Reminder mail sent to Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 13:48:42 (GMT)	-	-	-	-

- Email link authenticated by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 14:59:10 (GMT)	172.10.119.165	-	Edge 116	Windows 10

- Document viewed by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 14:59:11 (GMT)	172.10.119.165	-	Edge 116	Windows 10

- Email link authenticated by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 14:59:48 (GMT)	52.44.116.223	-	Edge 116	Windows 10

- Document viewed by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 14:59:49 (GMT)	52.44.116.223	-	Edge 116	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 15:00:30 (GMT)	172.10.119.165	-	Edge 116	Windows 10

- Document eSigned by Diane Partridge (dpartridge@aegion.com)
Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 15:00:30 (GMT)	172.10.119.165	-	Edge 116	Windows 10

- Email link authenticated by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 15:00:36 (GMT)	172.10.119.165	-	Edge 116	Windows 10

- Document viewed by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 15:00:36 (GMT)	172.10.119.165	-	Edge 116	Windows 10

- Document emailed
Sent to - Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 15:00:41 (GMT)	-	-	-	-

- Email link authenticated by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 15:00:44 (GMT)	172.10.119.165	-	Edge 116	Windows 10

- Document viewed by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 15:00:44 (GMT)	172.10.119.165	-	Edge 116	Windows 10

- Email link authenticated by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 15:01:03 (GMT)	172.10.119.165	-	Edge 116	Windows 10

- Document viewed by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 15:01:03 (GMT)	172.10.119.165	-	Edge 116	Windows 10

- PDF agreement downloaded by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 15:01:22 (GMT)	172.10.119.165	-	Edge 116	Windows 10

- Email link authenticated by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 15:01:31 (GMT)	3.234.179.133	-	Edge 116	Windows 10

- Document viewed by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 15:01:31 (GMT)	3.234.179.133	-	Edge 116	Windows 10

- Email link authenticated by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 15:03:09 (GMT)	173.208.77.116	-	Chrome 114	Windows 10

- Document viewed by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 15:03:09 (GMT)	173.208.77.116	-	Chrome 114	Windows 10

- PDF agreement downloaded by Diane Partridge (dpartridge@aegion.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 15:17:21 (GMT)	172.10.119.165	-	Edge 116	Windows 10

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 21:23:36 (GMT)	73.224.45.212	-	Chrome Mobile iOS 116	iOS 16

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 21:23:37 (GMT)	73.224.45.212	-	Chrome Mobile iOS 116	iOS 16

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 21:23:40 (GMT)	44.209.114.159	-	Chrome Mobile iOS 116	iOS 16

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 21:23:41 (GMT)	44.209.114.159	-	Chrome Mobile iOS 116	iOS 16

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 21:24:03 (GMT)	73.224.45.212	-	Chrome Mobile iOS 116	iOS 16

- Document eSigned by Jenny McCollum (gleejs@jea.com)
Signature Method - Signature Drawn (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 21:24:04 (GMT)	73.224.45.212	-	Chrome Mobile iOS 116	iOS 16

- Document emailed
Sent to - Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
09/11/2023 21:24:12 (GMT)	-	-	-	-

- Email link authenticated by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
09/12/2023 10:51:32 (GMT)	12.139.123.251	-	Edge 114	Windows 10

- Document viewed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
09/12/2023 10:51:33 (GMT)	12.139.123.251	-	Edge 114	Windows 10

- Email link authenticated by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
09/12/2023 10:51:39 (GMT)	3.224.139.244	-	Edge 114	Windows 10

- Document viewed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
09/12/2023 10:51:39 (GMT)	3.224.139.244	-	Edge 114	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
09/12/2023 10:51:40 (GMT)	12.139.123.251	-	Edge 114	Windows 10

- Document eSigned by Jessie Talley (talljb@jea.com)
Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
09/12/2023 10:51:40 (GMT)	12.139.123.251	-	Edge 114	Windows 10

- Final Agreement Emailed
Sent to - Diane Partridge (dpartridge@aegion.com)
Jenny McCollum (gleejs@jea.com)
Jessie Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
09/12/2023 10:51:47 (GMT)	-	-	-	-

End of Report

Sender Assigned Fields To Recipients

Recipient	Field	Required	PDF Page No.	Value	Activity Time
Diane Partridge (dpartridge@aegion.com)	Field Type: Signature	Yes	Page No.:3	<i>Diane Partridge</i> Signed on Sep 11,2023 10:00:30 (GMT -6:00)	09/11/2023 15:00:35 (GMT)
Diane Partridge (dpartridge@aegion.com)	Field Type: Title	Yes	Page No.:3	Contracting and Attesting Officer	09/11/2023 15:00:35 (GMT)
Diane Partridge (dpartridge@aegion.com)	Field Type: Signed Date	Yes	Page No.:3	Sep 11,2023 10:00:30 (GMT -6:00)	09/11/2023 15:00:35 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signature	Yes	Page No.:3	<i>JMcCollum</i> Signed on Sep 11,2023 17:24:03 (GMT -5:00)	09/11/2023 21:24:07 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signed Date	Yes	Page No.:3	Sep 11,2023 17:24:03 (GMT -5:00)	09/11/2023 21:24:07 (GMT)
Jessie Talley (talljb@jea.com)	Field Type: Signature	Yes	Page No.:3	<i>Jessica Talley</i> Signed on Sep 12,2023 06:51:40 (GMT -5:00)	09/12/2023 10:51:45 (GMT)
Jessie Talley (talljb@jea.com)	Field Type: Signed Date	Yes	Page No.:3	Sep 12,2023 06:51:40 (GMT -5:00)	09/12/2023 10:51:45 (GMT)

Company and its Users' Disclosure Regarding Conducting Business Electronically, and Signing Documents Electronically

By using Certinal Application, you hereby specifically provide your consent to use Certinal Application for receiving notifications electronically and/or electronically signing e-documents rather than executing those documents through wet signatures. If you do not wish to receive notifications electronically and/or execute e-documents by applying electronic signatures, then you may withdraw your consent in following manner:

- You may notify the sender by writing email to the sender of e-document that you do not wish to execute e-documents by applying electronic signatures.
- You may write email to the sender of e-document and ask the sender to provide print of the document for executing the same by applying wet signatures.
- You yourself may download the document from Certinal Application and print the same for executing it by applying wet signatures.

Any such action of yours by which you do not proceed to electronically sign e-documents shall be construed as withdrawal of your consent to electronically sign e-documents.

You may be required to pay to the sender for executing hard copy of the document through wet signatures needs to be settled between you and the sender. Certinal is not liable in any manner whatsoever related to any such cost if any incurred by you.

After withdrawal of such consent if at any time in future you again use the Certinal Application either to electronically sign the same document for which you had earlier withdrawn your consent or you use the Certinal Application to sign any other new document then by such act of yours you acknowledge that you are consenting to use Certinal Application for electronically signing e-documents.

Following are the system requirements for using Certinal Application.

System Requirements	
RAM Requirements	Minimum: 8GB Recommended: 16GB
Hard Disk Requirements	100GB
Supported Operating system	MAC OS X v11 or later and Windows 8, 10
Supported Browser	<i>*Edge Chromium based browser Recommended</i> Edge Version 81.0.416.58 + Firefox Version 75.0 + Chrome 78.0.3904.97 + Safari 11 +
System Resolution	1920*1080, 1024*768, 1152*864, 1366*768, 1440x900, 2560*1600, 3072*1920
Additional Hardware/Software Requirements	4 Cores (CPU)

Please note that Edge Chromium based browser, Firefox, and Chrome are evergreen browsers with automatic updates. Support is provided for two of their latest stable releases. The supported versions will change as and when they release a new version.

Following are the document formats supported for electronic signature.

- PDF (.pdf)
- Word (.doc and .docx)
- Graphics (.tif, .jpg, .jpeg, .gif, .bmp, and .png)

You are required to have Acrobat® or similar software applications to view electronically signed document.