



City of Jacksonville Beach

Agenda

11 North Third Street
Jacksonville Beach, Florida

City Council

Monday, July 15, 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. Joint City Council/CRA Workshop held on June 12, 2024
- B. Regular City Council Meeting held on June 17, 2024
- C. City Council Briefing held on July 8, 2024

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A. Accept the Monthly Financial Reports for the month of June 2024
- B.
 - 1. Approve the First One-year Renewal of the Fiber Optic and Network Drop Services Agreement (RFQ No. 02-2223) with Tietjen Technologies; and
 - 2. Delegate authority to the City Manager to approve and execute all subsequent renewal options through the maximum contract term
- C. Approve an Assignment, Assumption, and Consent Agreement with Mariner Institutional, LLC, for Investment Performance Monitoring and Advisory Services
- D. Reappoint John Gosztyla and Deborah White to serve on the board of trustees as the fifth member of the Police Officers' Pension Board and Firefighters' Pension Board respectively, as a ministerial act, beginning April 1, 2024, and ending March 31, 2026
- E. Approve the Final Plat for the North Beach Townhomes PUD Project

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER/NEW BUSINESS

- A. Approve/Disapprove the Standard Grant Agreement with the Florida Department of Environmental Protection in the amount of \$1,750,000 for the Construction of the Wastewater Treatment Filter Replacement Project
- B. Approve/Disapprove the purchase of two new patrol SUVs under the Florida Sheriff's Contract for newly created officer positions in FY2025 for an amount not to exceed \$122,690
- C.
 - 1. Appoint Thad Moseley or another applicant to fill the remainder of the vacant, unexpired Regular Member term on the Community Redevelopment Agency (CRA), with a term effective date of July 16, 2024, and term expiring December 31, 2027; and
 - 2. Appoint Ron Whittington or another applicant to fill the remainder of the unexpired 1st Alternate term on the CRA, with a term effective date of July 16, 2024, and term expiring December 31, 2027; and
 - 3. Nominate and appoint a new 2nd Alternate to fill the remainder of the unexpired 2nd Alternate term on the CRA, with a term effective date of July 16, 2024, and term expiring date of December 31, 2026
- D. Authorize the following elected officials for travel to the FLC Policy Committee Meetings in Orlando, FL: _____.
- E. Approve/Disapprove a Sliplining and Sewer Repair Project with Insituform Technologies, LLC, on State Road A1A for an amount not to exceed \$1,143,010
- F.
 - 1. Approve/Disapprove the purchase of a Document Management System Upgrade from Upland Software, Inc., and declare Upland Software, Inc., a Sole Source Provider for future purchases;
 - 2. Delegate the City Manager as the authorized representative to sign Upland Software, Inc., Quote No. Q-317463-3 and both Statements of Work; and
 - 3. Authorize the Mayor and City Manager to execute the Master Services Agreement with Upland Software, Inc.
- G. Approve/Disapprove the scope of services and fee schedule for Records Management Consulting Services with SML, Inc., for an amount not to exceed \$50,000
- H. Appoint _____, a City of Jacksonville Beach Resident, to a term as a Council-appointed member of the Police Officers' Retirement System Pension Board for the remainder of a term of a vacated seat expiring March 31, 2026

RESOLUTIONS**ORDINANCES**

- A. Adopt/Deny Ordinance No. 2024-8217 on the second reading vacating a 12-foot wide by 102-foot long easement running in an east-west direction through Block 70 of the Oceanside Park Plat

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 Joint City Council & CRA Workshop
Wednesday, June 12, 2024 – 5:30 P.M.
City Council Chambers, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL



The Joint City Council and Community Redevelopment Agency (CRA) Workshop began at 5:30 P.M.

The following City Council Members and CRA Members were in attendance:

Mayor: Christine Hoffman

Council Members: Sandy Golding Bill Horn (late) Dan Janson
Fernando Meza Greg Sutton (remote) John Wagner (absent)

CRA Chairman: David McGraw

Board Members: Meghan Edwards Gary Paetau Frances Povloski

Alternates: Thad Moseley Ron Whittington

Also present were City Manager Mike Staffopoulos, Director of Planning and Development Heather Ireland, Director of Public Works Dennis Barron, Director of Parks and Recreation Jason Phitides, Community Redevelopment Agency Coordinator (CRA) Taylor Mobbs, and Operation Support Specialist II Lauren Loria.

Purpose of Workshop

The purpose of the workshop was to discuss the following topics: Southend CRA District Update, Latham Plaza, Pier Parking Lot, Downtown Landscaping, Public Art Updates, and Downtown Plan Amendment. CRA Coordinator Taylor Mobbs presented a PowerPoint [on file].

Southend CRA District Update

Ms. Mobbs presented the proposed parking additions on Ponce De Leon Street and stated additional pedestrian entry points may be added.

A conversation ensued regarding the proposed parking addition, including communication with residents, timeline, a potential parking study, and golf cart parking. The consensus of the Council and CRA was for staff to bring back the final plan for review.

Ms. Mobbs spoke about new businesses in the area and provided an update on the passive park project. A discussion ensued about the timeline, maintenance, and urban trail.

Latham Plaza

Ms. Mobbs reviewed the main objectives from the July 2023 Joint City Council/CRA Workshop. She presented an updated video of the Latham Plaza design and discussed an option for completing the redesign in portions instead of all at once.

A conversation ensued regarding the proposed design of Latham Plaza, including landscaping, power, lighting, walkways, P3 (Public Private Partnership), activation of the space, design details, timeline, and the design criteria.

The consensus of the Council and CRA was to add more interactive features to boost weekday activation of the area and bring back the updated proposal to the Council and CRA for review.

Pier Parking Lot

Ms. Mobbs reviewed the plans for the pier parking lot. A conversation ensued regarding the Department of Environmental Protection (DEP) permit, landscaping, pedestrian foot traffic, pier sign and entrance, the SS Gulfamerica historical marker, timeline, drop-off area, parking, dumpster enclosure, EV chargers, holding contractors responsible for returning the site to its original condition, and seating. Staff would present a final design to the Council and CRA for review.

Downtown Landscaping

Ms. Mobbs reviewed the landscaping plan and contract for downtown. A conversation ensued regarding the landscaping plan, maintenance, and turtle friendly features.

Public Art Updates

Ms. Mobbs provided an update on the following Public Arts Projects:

- Beach Boulevard and 2nd Street corner sculpture
- Sea turtle sculpture
- Local muralist event
- Pier sculpture
- Artwork grants for private property
- Crosswalk murals
- Temporary art installations

A discussion ensued regarding the University of North Florida art sculptures on South 1st Street.

Downtown Plan Amendment

Ms. Mobbs reviewed the Downtown Plan Amendment and stated a draft of the plan was expected to be reviewed at the July or August CRA Meeting.

A conversation ensued regarding the current pilot programs and other upcoming developments in the city.

The Workshop adjourned at 6:55 P.M.

Submitted by: Lauren Loria
Operations Support Specialist II

Approved:

Christine Hoffman, Mayor

Date: _____

**Minutes of Regular City Council Meeting
held Monday, June 17, 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 Hoffman called the meeting to order at 6:00 P.M.

ROLL CALL:

Mayor: Christine Hoffman

Council Members: Sandy Golding
Fernando Meza

Bill Horn
Greg Sutton

Dan Janson
John Wagner

Also present were: City Manager Mike Staffopoulos, City Attorney David Migut, Director of Parks and Recreation Jason Phitides, Director of Planning and Development Heather Ireland, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

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

- Regular City Council Meeting held on June 3, 2024
- City Council Briefing held on June 10, 2024

APPROVAL OF THE AGENDA

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

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

ANNOUNCEMENTS:

Council Member Golding announced Senate Bill 280 (short term vacation rental bill) was sent to the Governor June 17, 2024. She thanked Representative Michael for supporting the efforts to veto the bill. She mentioned the reopening of Beach Bowl, a Juneteenth celebration at the Rhonda L. Martin Cultural Heritage Center, 4th of July fireworks, and a beach cleanup scheduled for July 5th, 2024. Additionally, she expressed concern about the impact on the dunes during the 4th of July celebration due to the expected high tide. Council Member Golding also noted the upcoming police panel hosted by Beaches Watch featuring Police Chiefs from Jacksonville Beach, Atlantic Beach, and Neptune Beach, which will be held on July 10th, 2024, at the Beaches Branch Library.

Council Member Janson recently attended both the Florida Municipal Loan Council and Florida Municipal Investment Trust meetings and reported the trust was doing well. He noted the annual pension meeting was held, and the City outperformed 87% of all pension funds throughout the state. Additionally, the board approved another alternate asset class. Finally, he announced the Chair of the Duval County Public School Sales Tax Oversight Committee stepped down, a new Chair was selected, and Council Member Janson was selected for the Vice Chair position. Mr. Janson was also selected as the Chair of the newly formed Master Facilities Planned Communities Focus Group.

Council Member Meza commented on the successful opening of Beach Bowl. He echoed Council Member Golding's sentiments about dune protection during the upcoming holiday.

Mayor Hoffman agreed the opening of Beach Bowl was a success and mentioned the Navy Band may be performing on July 4, 2024, at the Seawalk Pavilion. She congratulated Council Member Wagner on his reelection and thanked him for his continued service.

COURTESY OF THE FLOOR TO VISITORS:

- Barbara Bauer, 604 13th Avenue South, Jacksonville Beach, spoke about parking and a dune walkover ramp.
- James Groark, 113 3rd Avenue South, Jacksonville Beach, spoke about safety concerns on 3rd Avenue South.
- Kevin Brown, 1833 Kings Court, Jacksonville Beach, spoke about dune protection.

CONSENT AGENDA:

Item A Accept the Monthly Financial Reports for the month of May 2024

Item B 1. Award Bid No. 2324-04 for Concrete Construction and Maintenance to the following: Maer Homes dba Maer Construction - Primary, AWA Contracting, Co. Inc. – Secondary and Jax Utilities Management, Inc. as Tertiary contractors;

2. Authorize the Mayor and City Manager to negotiate and execute the continuing services contracts as a result of this bid award; and

3. Delegate authority to the City Manager to approve and execute all subsequent contract renewals through the maximum contract term

Item C 1. Award Bid No. 2324-03 Tree Trimming and Vegetation Management to Trees, LLC, as primary; ABC Professional Tree Services, Inc., as secondary; and The Davey Tree Expert Company as tertiary contractors;

2. Authorize the Mayor and City Manager to negotiate and execute the contract agreements as a result of this bid award; and

3. Delegate authority to the City Manager to approve and execute all subsequent contract renewals through the maximum contract term

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, 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 Accept/Reject the Economic Development Initiative - Community Project Funding grant from the U.S. Department of Housing and Urban Development for the Urban Trails Project

Director of Parks and Recreation Jason Phitides provided background on the item.

The following spoke in support of the item:

- Kristen Wende, 1888 7th Street North, Jacksonville Beach
- Ken Marsh, 2027 Gail Avenue, Jacksonville Beach

The following spoke in opposition of the item:

- Bama Israel, 818 8th Avenue North, Jacksonville Beach
- Bruce Wouters, 126 12th Avenue South, Jacksonville Beach
- Robert Sherman, 1103 15th Avenue North, Jacksonville Beach

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to accept the Economic Development Initiative - Community Project Funding grant from the U.S. Department of Housing and Urban Development for the Urban Trails Project.

Discussion: A discussion ensued about tree replacement, Master Plan, grant funding, community input, trail design, the East Coast Greenway, access to schools, engaging school administrators, sidewalk repair, and next steps.

Mr. Phitides addressed questions from the Council.

Roll Call Vote: Ayes – Golding, Horn, Janson, Meza, Sutton, Wagner, and Mayor Hoffman

The motion passed unanimously.

RESOLUTIONS: None

ORDINANCES:

Item A Approve/Disapprove Ordinance No. 2024-8217 on the first reading vacating a 12-foot wide by 102- foot long easement running in an east-west direction through Block 70 of the Oceanside Park Plat, and schedule a second reading for July 15, 2024

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

Mayor Hoffman requested the City Clerk read Ordinance No. 2024-8217 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, VACATING, DISCONTINUING, ABANDONING, AND CLOSING THE EASTERN 102 FEET OF A CERTAIN TWELVE (12) FOOT WIDE EASEMENT RUNNING IN AN EASTERLY AND WESTERLY DIRECTION THROUGH THAT CERTAIN PROPERTY LOCATED IN THE CITY OF JACKSONVILLE BEACH, FLORIDA, KNOWN AS BLOCK 70, OCEANSIDE PARK SUBDIVISION, ACCORDING TO THE PLAT BOOK THEREOF RECORDED IN PLAT BOOK 8, PAGE 13 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY,

**SCRIVENER'S ERRORS, RECORDING AND NON-CODIFICATION,
AND AN EFFECTIVE DATE."**

Mayor Hoffman read the following: "This ordinance is before this Council for a public hearing and consideration on its first reading. I will now open the public hearing on Ordinance No. 2024-8217."

Public Hearing:

The following submitted a speaker card in support of the ordinance:

- Williams Gibbs, Agent for the Applicant, 818 A1A, Suite 302, Ponte Vedra Beach

Mayor Hoffman closed the public hearing.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve Ordinance No. 2024-8217 on the first reading vacating a 12-foot wide by 102-foot-long easement running in an east-west direction through Block 70 of the Oceanside Park Plat, and schedule a second reading for July 15, 2024.

Discussion: None

Roll Call Vote: Ayes – Horn, Janson, Meza, Sutton, Wagner, Golding, and Mayor Hoffman

The motion passed unanimously.

ADJOURNMENT:

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

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

There being no further business, the meeting adjourned at 7:06 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of City Council Briefing
Monday, July 8, 2024 – 5:30 P.M.
City Council Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL**



The Council Briefing began at 5:30 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, Chief Financial Officer Ashlie Gossett, Director of Public Works Dennis Barron, Deputy City Manager Karen Nelson, Chief of Police Gene Paul Smith, and Deputy City Clerk Jodilynn Byrd.

Purpose of Briefing

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

City Manager

Millage Rate Discussion

Chief Financial Officer Ashlie Gossett explained the budget assumption had been to keep the millage rate flat at \$3.9947. However, year-over-year increases in property value provided an opportunity to consider a minor decrease in the rate while still meeting the City's strategic and financial objectives. Ms. Gossett stated if the millage rate was reduced to \$3.8947 mills, the budget would be \$438,000 less. Two options were presented to the Council for consideration.

A conversation ensued regarding the options presented and additional ways to spend the \$438,000 or to return the funds to the Property Appraiser. Chief of Police Gene Paul Smith and Deputy City Manager Karen Nelson provided feedback on recruiting and retention efforts for Police staff.

It was the consensus of the Council for staff to complete the DR-420 form including the current millage rate of \$3.9947 mills. Further discussion with the Council would take place at an upcoming budget workshop.

Adopt-A-Road Program

Director of Public Works Dennis Barron explained to the Council the City of Jacksonville (COJ) currently manages an Adopt-A-Road program for the entire Duval County area. The current COJ program covers all roadways in Duval County, except for Florida State Highways, which are managed through the Florida Department of Transportation.

A conversation ensued regarding whether the City of Jacksonville Beach (COJB) should create its own Adopt-A-Road program or continue allowing COJ to operate the program, including COJB roads.

It was the consensus of the Council for staff to research and discuss partnership options with COJ, create a sample COJB Adopt-A-Road program and present the information to the Council at a future briefing to further discuss the options.

Dune Protection Post Dredging

Mr. Barron provided an update on the status of the dunes and dune protection program post dredging. A conversation ensued regarding the direction of installation of the dune protection

roping and signage and it was the consensus of the Council for work to begin at the north end of the dunes and move south.

Committee Updates

Council Member Janson provided an update regarding the 13th Avenue road project.

Council Member Golding provided an update regarding Senate Bill 280 (short-term vacation rentals) stating the bill was vetoed by the Governor.

Ms. Golding stated she contacted COJ Engineer Michael Derbaum to get updated information regarding the future Penman Road project. She was informed changes and updates had been made to the project design, but detailed information was not available. Mr. Barron added he has been contacting COJ but has not received any updated information on the Penman Road project.

Future Briefing Topics

City Manager Mike Staffopoulos informed the Council a briefing is typically not held in August due to budget workshops. However, he intends to add a briefing after the August 6th budget workshop as there are a few items the staff would like to bring to the Council's attention.

Mayor Hoffman suggested the topic of banning smoking on the beach be added to a future briefing for further discussion. It was the consensus of the Council to add this topic to a briefing agenda for further discussion.

Ms. Hoffman suggested the topic of semi-truck parking on A1A (3rd Street) and the City's options for banning or restricting semi-truck parking be discussed at a future briefing. It was the consensus of the Council for City Attorney David Migut to research the topic and provide feedback at a future briefing.

Council Member Sutton asked for an update on the Life-Saving building repairs and branding. Mr. Staffopoulos stated he would provide the Council with an update.

Miscellaneous City Manager Items

N/A

The Briefing adjourned at 7:13 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

Christine H. Hoffman, MAYOR

Date: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	05/02/2024
SUBJECT:	Monthly Financial Reports for the Month of June 2024

BACKGROUND

Attached are the Monthly Financial Reports for June 2024 as prepared by the Finance Department. These reports represent nine months of activity, or 74.9% of the total annual budget, and are prepared on a cash basis.

Summary Budget Reports Exhibits 1 through 6 show the cumulative actual revenues and expenditures compared to the actual amounts at the same point in time as last fiscal year. Exhibit 7 compares actual revenues and expenditures to the budget in total by fund.

FINANCIAL IMPACT

For informational purposes only.

REQUESTED ACTION

Accept the Monthly Financial Reports for the month of June 2024

ATTACHMENTS

1. 2024-06 June Financials



SUMMARY BUDGET REPORT

June 30, 2024

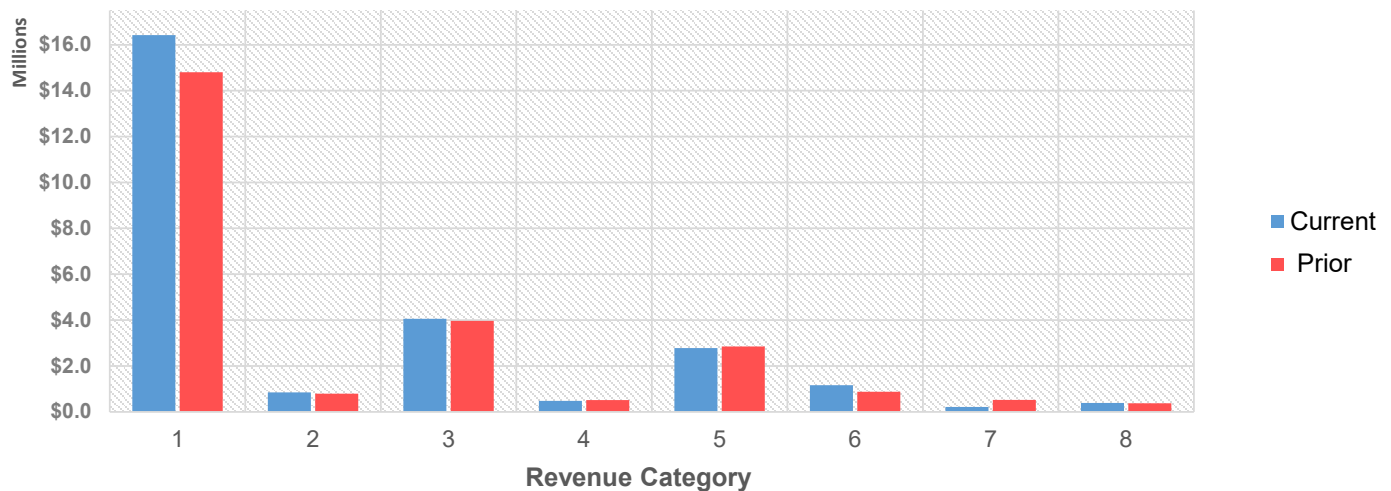
74.9% of Year Elapsed

Exhibit 1

General Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 Taxes	16,420,243	90.9%	14,801,419	89.7%	1.2%	1,618,824
2 Licenses & Permits	847,482	106.6%	788,008	121.7%	-15.1%	59,474
3 Intergovernmental Revenue	4,058,123	89.2%	3,964,876	92.4%	-3.2%	93,248
4 Charges for Services	477,006	87.0%	512,316	112.3%	-25.3%	(35,310)
5 Enterprise Contributions	2,780,980	75.0%	2,846,546	75.0%	0.0%	(65,566)
6 Miscellaneous Revenue	1,158,537	290.4%	874,342	314.5%	-24.1%	284,194
7 Fines & Forfeitures	211,803	105.9%	514,391	302.6%	-196.7%	(302,589)
8 Interfund Transfers	385,541	75.0%	373,939	72.8%	2.3%	11,602
Total Revenues	\$26,339,714	91.5%	\$24,675,838	92.6%	-1.0%	\$1,663,876

Current Year vs. Prior Year



Discussion

Total General Fund revenues are over budget for the current year, due in part to the timing of ad valorem tax distributions.

- 2/ The negative percent and positive dollar variance in the Licenses & Permits and Intergovernmental Revenue categories reflect increases in the annual budget estimates larger than actual revenues received year to date.
- 3 in the annual budget estimates larger than actual revenues received year to date.
- 4 The decrease in charges for services is attributable to the timing of tennis and dog park fee receipts compared to the same point in the prior year.
- 6 Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, and cemetery lots purchased. The negative percent and positive dollar variance reflects increases in the annual budget estimate larger than the actual revenues received to date.
- 7 The decrease in fines and forfeitures is largely attributable to a code enforcement case settlement received in the prior year.



SUMMARY BUDGET REPORT

June 30, 2024

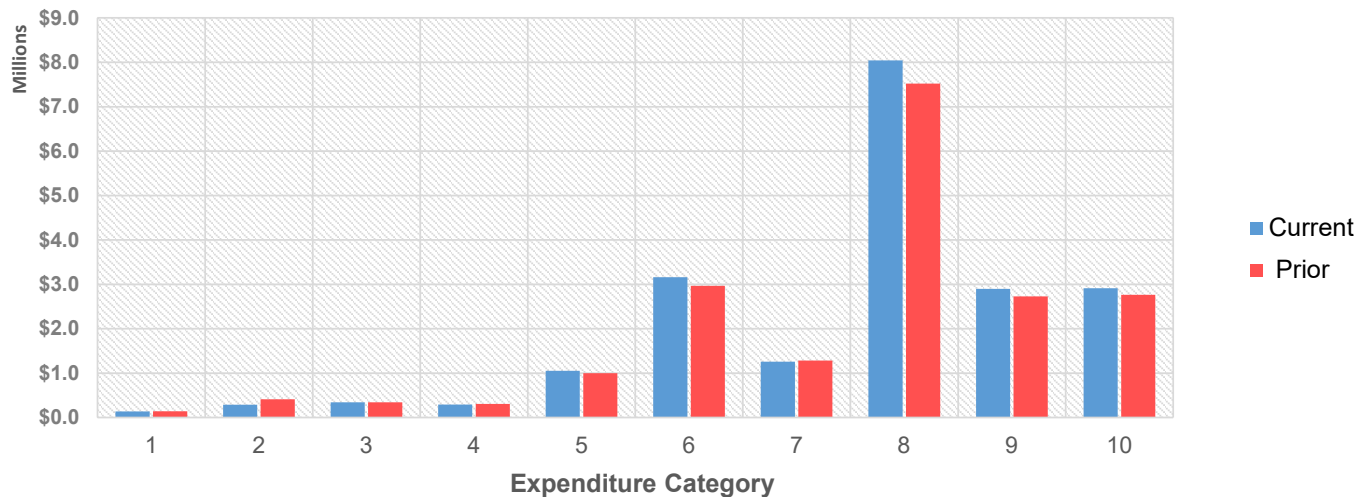
74.9% of Year Elapsed

Exhibit 2

General Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 City Administration	136,227	39.1%	140,629	71.7%	-32.6%	(4,402)
2 City Attorney	289,467	53.1%	412,638	71.4%	-18.4%	(123,171)
3 City Clerk	343,701	64.4%	342,968	71.6%	-7.2%	733
4 Building Maintenance	292,505	59.0%	304,863	67.1%	-8.1%	(12,358)
5 Planning and Development	1,053,659	67.2%	997,879	65.4%	1.8%	55,780
6 Parks and Recreation	3,161,748	70.2%	2,965,662	71.3%	-1.1%	196,086
7 Public Works	1,257,064	63.3%	1,281,678	69.5%	-6.2%	(24,614)
8 Police	8,044,833	73.5%	7,522,355	74.3%	-0.8%	522,478
9 Fire Services	2,899,552	77.3%	2,730,289	76.5%	0.8%	169,263
10 Non-Departmental	2,912,045	66.8%	2,764,789	65.7%	1.1%	147,256
Total Expenditures	20,390,800	70.2%	19,463,750	71.7%	-1.5%	\$927,050

Current Year vs. Prior Year



Discussion

Total General Fund expenditures are slightly behind current year estimates and prior year expenditures on a percent of budget basis. A negative percent and positive dollar variance in a category reflects increases in the annual budget estimate larger than the actual expenditures made to date.

- The decrease in City Administration is largely due to dial-a-ride vehicle maintenance expenses and a sponsorship payment to Beaches Go Green in the prior year.
- The decrease in City Attorney expenditures is due to a position vacancy and a reduction in outside legal services in the current year versus the prior year at the same point.
- Fire Services expenditures include the annual contribution to the Fire Pension Plan unfunded actuarial accrued liability as part of the Fire Services Agreement with the City of Jacksonville. This is the 5th of 10 annual payments to satisfy this obligation.



SUMMARY BUDGET REPORT

June 30, 2024

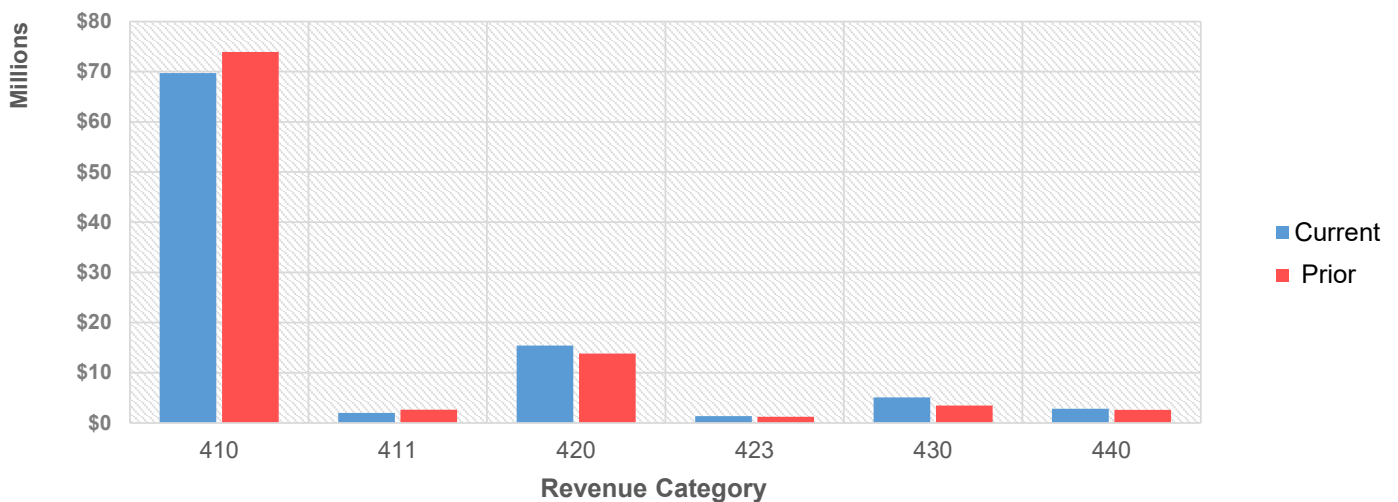
74.9% of Year Elapsed

Exhibit 3

Enterprise Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	69,711,638	70.6%	73,931,671	77.0%	-6.5%	(4,220,033)
411 Natural Gas	1,976,100	81.0%	2,635,035	119.4%	-38.3%	(658,936)
420 Water & Sewer	15,417,234	88.8%	13,807,122	86.4%	2.4%	1,610,111
423 Stormwater	1,346,659	94.2%	1,214,955	85.8%	8.4%	131,704
430 Sanitation	5,079,789	78.2%	3,466,649	89.6%	-11.4%	1,613,140
440 Golf Course	2,802,522	98.2%	2,606,462	91.8%	6.4%	196,060
Total Revenues	\$96,333,941	74.5%	\$97,661,894	79.9%	-5.4%	(\$1,327,953)

Current Year vs. Prior Year



Discussion

Total Enterprise Fund revenues are in line with current year estimates and behind prior year revenues on a percent of budget basis.

410 The decrease in Electric revenues is due to a reduction in the pass-through bulk power cost adjustment used to pay for the cost of electricity from the City's provider.

411 The decrease in Natural Gas revenues reflects a reduction in the pass-through cost of gas adjustment used to pay for the cost of natural gas from the City's provider.

420 The increase in Water & Sewer revenues reflects the strong investment earnings performance compared to the prior year at the same time.

430 The dollar increase in Sanitation is largely attributable to a rate increase enacted to recover the cost of the solid waste and recycling contract. The percent decrease reflects more conservative budget estimates in the current year.



SUMMARY BUDGET REPORT

June 30, 2024

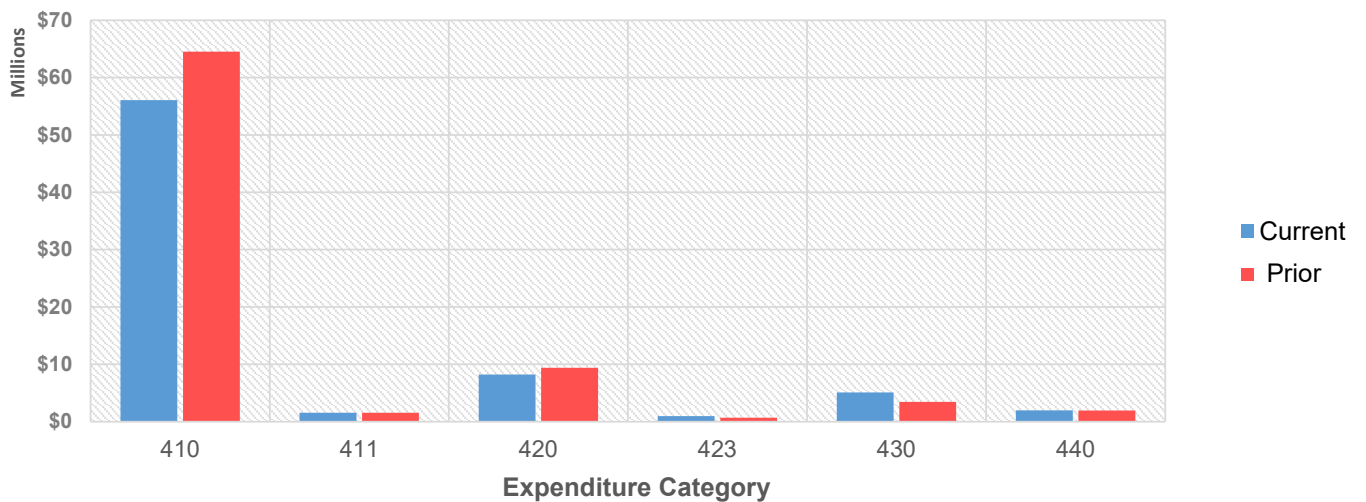
74.9% of Year Elapsed

Exhibit 4

Enterprise Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	56,072,614	52.8%	64,540,079	63.2%	-10.5%	(8,467,465)
411 Natural Gas	1,545,976	66.1%	1,537,618	75.5%	-9.3%	8,358
420 Water & Sewer	8,213,140	28.4%	9,392,165	46.7%	-18.3%	(1,179,025)
423 Stormwater	948,497	15.3%	686,886	14.6%	0.7%	261,611
430 Sanitation	5,099,908	67.6%	3,457,552	75.2%	-7.6%	1,642,356
440 Golf Course	1,966,736	61.9%	1,934,517	64.7%	-2.8%	32,219
Total Expenditures	\$73,846,870	47.8%	\$81,548,816	59.7%	-11.9%	(\$7,701,946)

Current Year vs. Prior Year



Discussion

Total Enterprise Fund expenditures are under budget for the current year and behind prior year expenditures on a percent of budget basis.

410 The decrease in Electric expenditures is primarily attributable to a reduction in the cost of purchased power.

411 Decreases in the cost of natural gas are offset by increases in capital outlay for projects.

420 The decrease in Water & Sewer expenditures is due to the timing of capital projects.

423 The increase in Stormwater expenditures is due to the timing of capital projects.

430 The increase in Sanitation expenditures over the prior year reflects the new solid waste and recycling contract.



SUMMARY BUDGET REPORT

June 30, 2024

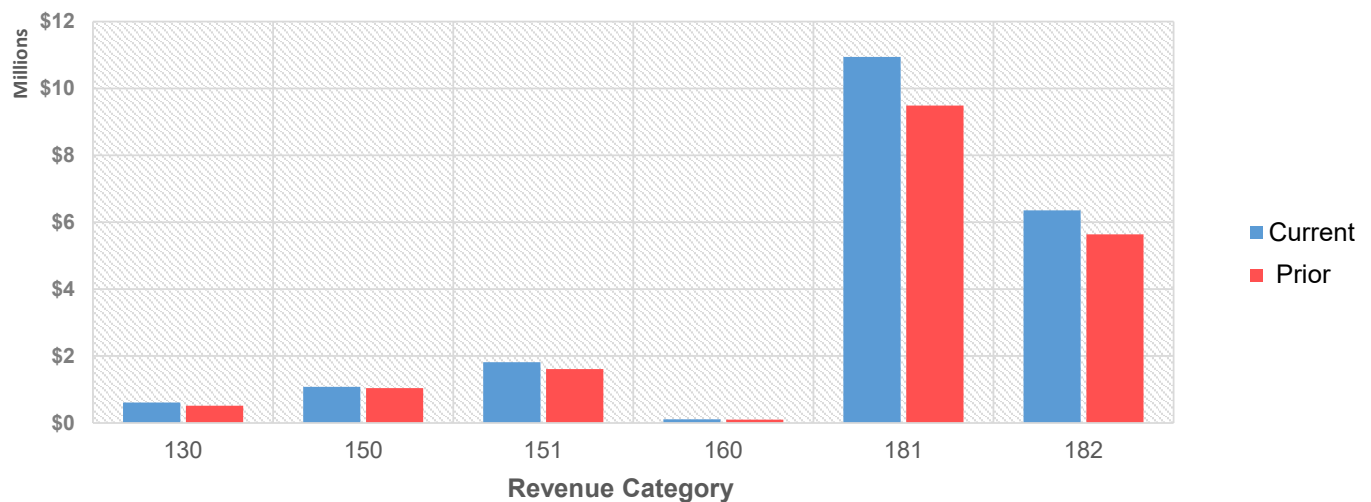
74.9% of Year Elapsed

Exhibit 5

Special Revenue Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	608,049	97.9%	514,840	123.0%	-25.0%	93,209
150 Local Option Gas Tax	1,077,201	82.1%	1,038,863	90.0%	-7.9%	38,339
151 Infrastructure Surtax	1,815,256	95.6%	1,609,385	108.9%	-13.2%	205,872
160 Community Dev Blk Grant	106,541	75.0%	94,939	66.9%	8.2%	11,602
181 Downtown Increment Fund	10,942,309	113.3%	9,484,999	105.6%	7.6%	1,457,310
182 Southend Increment Fund	6,355,424	209.0%	5,636,267	191.2%	17.8%	719,157
Total Revenues	\$20,904,781	125.4%	\$18,379,292	121.6%	3.8%	\$2,525,489

Current Year vs. Prior Year



Discussion

Total revenues in the Special Revenue Funds are over budget for the current year and ahead to the prior year actuals on a percent of budget basis.

130 Convention Development revenues are normally received two months in arrears and reflect receipts through March. The negative percent variance is due to changes in annual budget estimates to reflect revenue trends.

150 The negative percent variance in Local Option Gas Tax reflects changes in annual budget estimates to reflect revenue trends.

151 The increase in Infrastructure Surtax reflects strong investment earnings performance compared to the prior year at the same time. The negative percent variance is due to changes in annual budget estimates to reflect revenue trends.

160 Community Development Block Grant revenues are received on a reimbursement basis.

181/ 182 The annual tax increment distributions for both the Downtown and Southend districts were received in December. Increases from the prior year reflect both property tax growth and strong investment earnings performance.



SUMMARY BUDGET REPORT

June 30, 2024

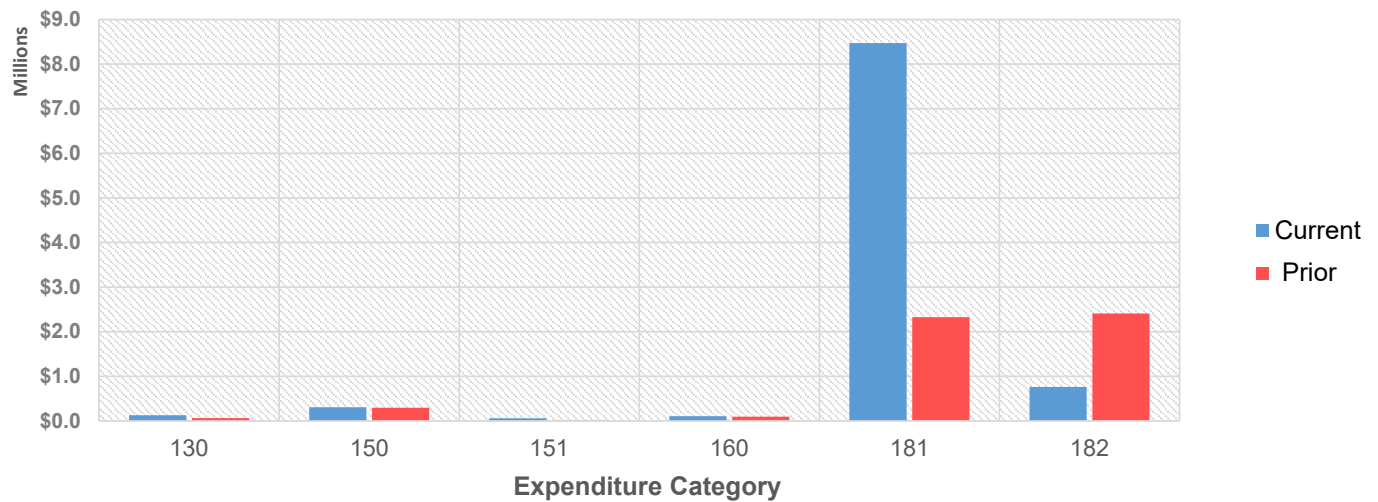
74.9% of Year Elapsed

Exhibit 6

Special Revenue Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	127,703	16.7%	63,318	8.1%	8.7%	64,384
150 Local Option Gas Tax	304,852	36.3%	294,852	35.8%	0.5%	10,000
151 Infrastructure Surtax	59,152	2.0%	10,300	0.9%	1.0%	48,852
160 Community Dev Blk Grant	106,541	75.0%	94,939	66.9%	8.2%	11,602
181 Downtown Increment Fund	8,472,658	19.2%	2,324,977	7.9%	11.4%	6,147,680
182 Southend Increment Fund	762,054	20.8%	2,408,618	19.9%	1.0%	(1,646,564)
Total Expenditures	\$9,832,960	18.7%	\$5,197,004	11.7%	7.1%	\$4,635,956

Current Year vs. Prior Year



Discussion

In total, Special Revenue Fund expenditures are under budget for the current year and ahead of the prior year on a percentage of budget basis.

160 Community Development Block Grant Fund expenditures will be reimbursed by grant funding.

181 Variances from the prior year in the Downtown Increment Fund are due to the timing of capital project expenditures.

182 Variances from the prior year in the Southend Increment Fund are due to the timing of capital project expenditures.



SUMMARY BUDGET REPORT

June 30, 2024

74.9% of Year Elapsed

Exhibit 7

Summary Revenues and Expenditures

Fund Name	Budgeted Annual Revenues	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/(Unfavorable)
001 General Fund	28,771,604	21,539,398	26,339,714	4,800,316
130 Convention Development Tax	621,000	464,902	608,049	143,147
150 Local Option Gas Tax	1,312,119	982,297	1,077,201	94,905
151 Infrastructure Surtax	1,897,885	1,420,821	1,815,256	394,435
160 Community Dev. Blk. Grant	142,000	106,306	106,541	235
181 Downtown Increment Fund	9,658,445	7,230,639	10,942,309	3,711,670
182 Southend Increment Fund	3,041,338	2,276,849	6,355,424	4,078,575
410 Electric Utility	98,807,668	73,970,768	69,711,638	(4,259,130)
411 Natural Gas Utility	2,438,230	1,825,342	1,976,100	150,758
420 Water & Sewer Utility	17,354,214	12,991,953	15,417,234	2,425,281
423 Storm Water Management	1,429,628	1,070,268	1,346,659	276,391
430 Sanitation Fund	6,496,085	4,863,189	5,079,789	216,599
440 Golf Course Fund	2,853,000	2,135,852	2,802,522	666,670
460 Leased Facilities Fund	788,500	590,298	639,387	49,089
500 Internal Service Funds	17,948,519	13,436,869	12,929,580	(507,289)
Total Revenues	\$193,560,235	\$144,905,750	\$157,147,402	\$12,241,653

Fund Name	Budgeted Annual Expenditures	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/(Unfavorable)
001 General Fund	29,033,209	21,735,244	20,390,800	1,344,444
130 Convention Development Tax	762,846	571,092	127,703	443,390
150 Local Option Gas Tax	839,471	628,456	304,852	323,604
151 Infrastructure Surtax	2,991,647	2,239,648	59,152	2,180,496
160 Community Dev. Blk. Grant	142,000	106,306	106,541	(235)
181 Downtown Increment Fund	44,119,064	33,029,026	8,472,658	24,556,368
182 Southend Increment Fund	3,660,338	2,740,253	762,054	1,978,199
410 Electric Utility	106,285,197	79,568,699	56,072,614	23,496,086
411 Natural Gas Utility	2,338,195	1,750,452	1,545,976	204,476
420 Water & Sewer Utility	28,896,889	21,633,190	8,213,140	13,420,051
423 Storm Water Management	6,203,912	4,644,458	948,497	3,695,961
430 Sanitation Fund	7,542,707	5,646,726	5,099,908	546,818
440 Golf Course Fund	3,177,468	2,378,760	1,966,736	412,024
460 Leased Facilities Fund	1,168,436	874,731	749,394	125,337
500 Internal Service Funds	18,076,519	13,532,695	13,122,884	409,810
Total Expenditures	\$255,237,897	\$191,079,737	\$117,942,908	\$73,136,828

Fund Name	Net Income/(Loss)	Net Variance Favorable/(Unfavorable)
001 General Fund	5,948,914	6,144,760
130 Convention Development Tax	480,346	586,537
150 Local Option Gas Tax	772,350	418,509
151 Infrastructure Surtax	1,756,104	2,574,931
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	2,469,652	28,268,039
182 Southend Increment Fund	5,593,369	6,056,774
410 Electric Utility	13,639,024	19,236,956
411 Natural Gas Utility	430,123	355,234
420 Water & Sewer Utility	7,204,094	15,845,332
423 Storm Water Management	398,162	3,972,352
430 Sanitation Fund	(20,119)	763,418
440 Golf Course Fund	835,786	1,078,694
460 Leased Facilities Fund	(110,008)	174,425
500 Internal Service Funds	(193,304)	(97,479)
Total	39,204,494	\$85,378,481



CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

June 30, 2024

Type of Investment	10/1/2023 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	6/30/2024 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	42,784,100	620,419	(314,556)	1,504,456	(66,242)	1,744,078	0	44,528,178	0.65%
Galliard Capital Management	54,380,477	1,652,992	(195,639)	1,099,289	(81,809)	2,474,832	-	56,855,309	0.93%
Garcia Hamilton & Associates	54,737,511	1,016,687	391,922	738,579	(60,897)	2,086,291	-	56,823,802	0.78%
State Pooled Investment Fund	34,014,515	1,444,595	-	-	-	1,444,595	(0)	35,459,111	0.54%
Florida Trust	30,677,433	1,279,373	-	-	-	1,279,373	-	31,956,806	0.48%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	13,056,741	489,949	-	-	-	489,949	0	13,546,690	0.18%
Operating Cash: Bank of America	20,720,299	863,599	-	-	(160,206)	703,394	18,345,604	39,769,297	0.34%
Petty Cash	6,725	-	-	-	-	-	-	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	250,377,802	7,367,615	(118,273)	3,342,324	(369,154)	10,222,512	18,345,604	278,945,918	3.94%
Pension: Salem Mutual Fund	61,750,063	1,573,321	1,540,805	7,312,296	-	10,426,421	(5,000,000)	67,176,484	9.83%
Pension: Sawgrass Asset Mgt	23,702,642	757,620	(379,015)	1,199,940	(63,928)	1,514,618	5,300,000	30,517,260	1.46%
Pension: Wells Capital	14,229,811	52,654	1,621,697	3,809,671	(57,863)	5,426,159	(2,300,000)	17,355,970	5.99%
Pension: JPMCB - Strategic Property Fund	5,933,969	-	-	(733,748)	-	(733,748)	-	5,200,221	-0.53%
TOTAL PENSION INVESTMENTS	105,616,486	2,383,595	2,783,486	11,588,159	(121,791)	16,633,449	(2,000,000)	120,249,935	15.90%
TOTAL CASH AND INVESTMENTS	\$355,994,287	\$9,751,209	\$2,665,213	\$14,930,483	(\$490,944)	\$26,855,961	\$16,345,604	\$399,195,853	

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, CFO
DATE:	06/06/2024
SUBJECT:	First One-year Renewal of the Fiber Optic and Network Drop Services Agreement (RFQ No. 02-2223) with Tietjen Technologies

BACKGROUND

In July 2023, the City Council awarded RFP No. 02-2223 Fiber Optic and Network Drop Services to Tietjen Technologies, Inc. ("Tietjen"). The resulting Agreement for Fiber Optic and Network Drop Services (RFQ No. 02-2223) with Tietjen (a copy of which is attached) provided for a one-year term from July 17, 2023, through July 17, 2024, with an option to renew the term for four additional one-year terms for a maximum contract term of five years.

Per the City Attorney, when the City Council awarded RFQ No. 02-2223 to Tietjen, it was unclear that the City Council definitively delegated authority to the City Manager to approve the subsequent renewals provided for in the Agreement. Accordingly, staff now seeks approval by the City Council of the first one-year renewal, and recommends delegating authority to the City Manager to approve all subsequent renewals through the maximum contract term.

FINANCIAL IMPACT

Funding for these services is included in the annual operating budget.

REQUESTED ACTION

1. Approve the First One-year Renewal of the Fiber Optic and Network Drop Services Agreement (RFQ No. 02-2223) with Tietjen Technologies; and
2. Delegate authority to the City Manager to approve and execute all subsequent renewal options through the maximum contract term

ATTACHMENTS

1. First One-year Renewal of the Fiber Optic and Network Drop Services Agreement Between Tietjen Technologies, Inc., and the City of Jacksonville Beach
2. Agreement for Fiber Optic and Network Drop Services (RFQ 02-2223)

**FIRST ONE-YEAR RENEWAL OF THE FIBER OPTIC AND NETWORK DROP SERVICES
AGREEMENT (RFQ NO. 02-2223) BETWEEN TIETJEN TECHNOLOGIES, INC.,
AND THE CITY OF JACKSONVILLE BEACH, FLORIDA**

THIS ONE-YEAR RENEWAL is made on July 17, 2024, by and between the City of Jacksonville Beach, Florida ("City"), a municipal corporation organized and existing under the laws of the State of Florida, and Tietjen Technologies, Inc. ("Tietjen"), to renew the Agreement for the provision of Fiber Optic and Network Drop Services provided by Tietjen to the City.

WHEREAS, on July 17, 2023, RFQ No. 02-2223 was awarded by the City Council to Tietjen for the provision of fiber optic and network drop services provided by Tietjen to the City; and

WHEREAS, after the award of RFQ No. 02-2223, the City and Tietjen entered into a formal Agreement for Fiber Optic and Network Drop Services with an effective date of June 17, 2023 (the "Agreement"); and

WHEREAS, the Agreement had an initial one-year term beginning June 17, 2023, with an option to renew the Agreement for four additional one-year terms for a maximum contract term of five years; and

WHEREAS, the parties desire to renew the Agreement for the first one-year term.

NOW, THEREFORE, in consideration of the mutual covenants contained in this renewal, the parties agree:

1. The term for of the Agreement for Fiber Optic and Network Drops Services is hereby renewed for the first one-year term commencing July 17, 2024, and expiring July 17, 2025.
2. All other conditions, requirements, and provisions of the specifications for RFQ No. 02-2223 Fiber Optic and Network Drop Services and the Agreement shall remain unchanged and in full force and effect.

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

**FIRST ONE-YEAR RENEWAL OF THE FIBER OPTIC AND NETWORK DROP SERVICES
AGREEMENT (RFQ NO. 02-2223) BETWEEN TIETJEN TECHNOLOGIES, INC.,
AND THE CITY OF JACKSONVILLE BEACH, FLORIDA**

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: _____

TIETJEN TECHNOLOGIES, INC.

Sign: _____
Print: _____
Title: _____
Date: _____

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

STATE OF FLORIDA
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 Tietjen Technologies, Inc. a Florida for Profit Company, on behalf of the corporation/company, who is: ☐ personally known to me; or ☐ has produced _____ [type of identification] as identification.

Notary Public
My commission expires: _____

CONTRACT AGREEMENT FOR RFQ 02-2223
City of Jacksonville Beach d/b/a Beaches Energy Services
Effective Date: **July 17, 2023**

TITLE: **Fiber Optic and Network Drop Services**
CONTRACTOR: **Tietjen Technologies, Inc.**
Term: 1 year
End Date: **July 17, 2024**

AGREEMENT FOR FIBER OPTIC AND NETWORK DROP SERVICES

THIS AGREEMENT is made and entered into on **July 17, 2023** by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida, d/b/a Beaches Energy Services ("the CITY"), and Tietjen Technologies, Inc. ("CONTRACTOR").

WITNESSETH:

The CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Scope of Services

CONTRACTOR shall provide services to the CITY as specified or indicated in the Contract Documents, which include RFQ No. 02-2223 and CONTRACTOR's response to the RFQ, and/or on projects as designated by CITY. The work is generally described as follows:

**RFQ No. 02-2223 Fiber Optic and Network Drop Services
for a period of one year from the effective date of this Agreement
with the option to renew for four additional one-year periods.**

Individual Purchase Orders will be issued for each project assigned under this Agreement. All services shall be performed in accordance with and pursuant to a purchase order or task order which will be issued to CONTRACTOR for the given scope of work assignment as determined by and designated by the CITY.

Article 2. CITY's Responsibility

Access to Work Area: The CITY shall provide CONTRACTOR access to all areas in which services are to be performed.

Article 3. Contract Term

This Agreement shall be effective **July 17, 2023**, and will continue in effect through **July 17, 2024**, unless earlier terminated subject to the terms and conditions of this Agreement ("Initial Term"). Subject to the sole discretion of the CITY, the same terms and conditions of this Agreement may be renewed for four additional one-year terms, for a maximum contract term of five years. For any renewal period, the option to renew shall be exercised no sooner than 90 days prior to the expiration of the current term and shall be effective solely for the one-year term next succeeding the current term. The option City shall provide written notice of such intent to renew to CONTRACTOR.

Article 4. Nonexclusive Contract

Nothing herein is intended nor shall be construed to create an exclusive arrangement with CONTRACTOR. This Agreement shall not restrict the CITY from acquiring similar, equal, or like goods and/or services from other entities or sources. There is no guaranteed amount of work.

Article 5. Rates, Billing, and Payment to CONTRACTOR

CONTRACTOR agrees to provide services as described in the Contract Documents and **RFQ No. 02-2223** and to comply with the terms therein.

- 5.1 The CITY shall pay CONTRACTOR for the services based on the following rates:
- A. Hourly Labor Rate for Technician \$80.00
 - B. Hourly Labor Rate for Helper \$70.00
 - C. Percentage (%) Mark-up Over Cost for Materials and Parts 20%
- 5.2 *For Basic Services:* The CITY shall pay CONTRACTOR for Contractual Services performed or furnished under **Attachment A: RFQ No. 02-2223 Fiber Optic and Network Drop Services**. The rates shall be in accordance with paragraph 5.1.
- 5.3 *For Additional Services:* Notwithstanding the scope of work enumerated in **Attachment A: RFQ No. 02-2223 Fiber Optic and Network Drop Services**, CONTRACTOR will, upon written request from the CITY, provide all other additional services normally falling within the services offered by CONTRACTOR. In advance of performance of additional services, the CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested.
- 5.4 *Invoices.*
- A. *Preparation of Invoices:* Invoices will be prepared in accordance with CONTRACTOR's standard invoicing practices, as deemed acceptable to the CITY Finance Department, and will be submitted to the CITY by CONTRACTOR, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth herein. Invoices are to be issued by the 10th of the month for services rendered in the previous month.
 - B. *Payment of Invoices:* Invoices are due and payable within 45 days of receipt unless disputed.
 - C. *Disputed Invoices:* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- 5.5 *Payment Upon Termination:* In the event of termination, CONTRACTOR will be entitled to be paid for all services performed or furnished through the effective date of termination.
- 5.6 *Records of CONTRACTOR's cost:* Records of CONTRACTOR's cost pertinent to CONTRACTOR's compensation under this Agreement shall be kept in accordance with

generally accepted accounting practices. Upon the CITY's request, copies of such records will be made available by CONTRACTOR to the CITY, at no cost to the CITY.

Article 6. Times for Rendering Services

- 6.1 CONTRACTOR's services and compensation under this Agreement have been agreed to in anticipation of the orderly and contiguous progress of a project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, CONTRACTOR's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services and in accordance with standard industry practices.
- 6.2 For purposes of this Agreement, the term "day" means a calendar day of 24 hours.

Article 7. Standards of Performance

- 7.1 The standard of care for CONTRACTOR and related services performed or furnished by CONTRACTOR under this Agreement will be the care and skill ordinarily used by members of CONTRACTOR's profession practicing under similar circumstances at the same time and in the same locality. If, during the one year period following completion or termination of the services under the applicable purchase order, it is shown there is an error in the services caused solely by CONTRACTOR's failure to meet such standards, and the CITY has notified CONTRACTOR in writing of any such error within 30 calendar days after discovery thereof within said warranty period, CONTRACTOR shall re-perform, at no additional cost to CITY such services within the original scope of services as may be necessary to remedy such error.
- 7.2 CONTRACTOR shall be responsible for the technical accuracy of services and documents resulting therefrom, and the CITY shall not be responsible for discovering or identifying deficiencies therein. CONTRACTOR shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in information furnished by the CITY.
- 7.3 CONTRACTOR shall perform or furnish CONTRACTOR and related services in all phases of a project under this Agreement. CONTRACTOR shall serve as the CITY's prime professional for the project. CONTRACTOR may, however, employ subcontractors as necessary to assist CONTRACTOR in the performance or furnishing of services, provided the subcontractor is approved in advance in writing by the CITY. CONTRACTOR shall be solely responsible for the quality of work produced by subcontractor.
- 7.4 CONTRACTOR and the CITY shall comply with applicable laws, regulations, and CITY-mandated standards. This Agreement is based on these requirements as of its Effective Date and includes **Attachment A: RFQ No. 02-2223 Fiber Optic and Network Drop Services**. Changes to these requirements after the Effective Date may be the basis for modifications to CONTRACTOR's scope of work, times of performance, or compensation. The CONTRACTOR shall maintain all necessary licenses, permits, or other authorizations

necessary to act as CONTRACTOR for the CITY until the CONTRACTOR's duties have been fully satisfied.

- 7.5 The CITY shall be responsible for, and CONTRACTOR may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the CITY to CONTRACTOR pursuant to this Agreement. CONTRACTOR may use such requirements, programs, instructions, reports, data, and other information in performing or furnishing services under this Agreement.
- 7.6 The CITY shall make decisions and carry out other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of CONTRACTOR.
- 7.7 CONTRACTOR shall at all times be responsible for the acts or omissions of CONTRACTOR's employees, subcontractors, and agents working on behalf of CONTRACTOR; at no time shall CONTRACTOR be responsible for the acts or omissions of the CITY's agents or employees.

Article 8. CONTRACTOR as Independent Contractor

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

Article 9. Ownership and Use of Documents

All drawings, specifications, and copies thereof shall remain the property of CONTRACTOR until final payment by the CITY, at which time the drawings and specifications shall become the property of the CITY. CONTRACTOR shall submit to the CITY, upon completion of a Project, two sets of final drawings and specification, and one set of electronic files in AutoCAD. The CITY shall hold CONTRACTOR harmless from any future use of the drawings and specifications.

Article 10. Subcontracting

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

Article 11. Authorized Project Representatives

Contemporaneous with the execution of each Purchase Order, CONTRACTOR and the CITY shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by CONTRACTOR and responsibilities of the CITY under this Agreement.

CONTRACT AGREEMENT FOR RFQ 02-2223
City of Jacksonville Beach d/b/a Beaches Energy Services
Effective Date: **July 17, 2023**

TITLE: **Fiber Optic and Network Drop Services**
CONTRACTOR: **Tietjen Technologies, Inc.**
Term: 1 year
End Date: **July 17, 2024**

Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the work on behalf of each respective party.

Article 12. Right to Require Performance

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

Article 13. Extraordinary Occurrences

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

Article 14. Insurance

- 14.1 *Payment on Behalf of the CITY:* CONTRACTOR agrees to pay on behalf of the CITY, the CITY's legal defense for all claims described herein. Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered the CITY's exclusive remedy.
- 14.2 *Loss Control/Safety:* Precaution shall be exercised at all times by CONTRACTOR for the protection of all persons, employees, and property. CONTRACTOR shall comply with all laws, regulations, and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.
- 14.3 *Proof of Carriage of Insurance & Including CITY as Additional Insured.* CONTRACTOR shall furnish the CITY with reasonably satisfactory proof of evidence of insurance required herein. CONTRACTOR shall name the City of Jacksonville Beach as additional insured on CONTRACTOR's, and any subcontractor's, Public Liability, Property Damage, and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses caused by the work performed by CONTRACTOR or its subcontractor(s). The evidence of insurance shall be required prior to commencement of any work under this Agreement.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. CONTRACTOR acknowledges that such stoppage will not shift

responsibility for any damages from CONTRACTOR to the CITY. The CITY may order work to be stopped if the required insurances are not secured and in effect.

14.4 *Insurance Requirements:*

- A. Basic Coverages Required: During the term of this Agreement, CONTRACTOR shall procure and maintain the following-described insurance and/or self-insurance except for coverages specifically waived by the CITY. All policies and insurers must be reasonably acceptable to the CITY.

These insurance requirements shall not be construed to be sufficient to protect CONTRACTOR from liability while providing services under this Agreement. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect CONTRACTOR's interests or liabilities.

All insurers must carry a current A M Best rating of at least A-.

- B. Workers Compensation Coverage is **required**.

CONTRACTOR and all subcontractors shall purchase and maintain workers' compensation insurance for all workers compensation obligations imposed by state law with employer's liability limits of \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for disease.

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

- C. General Liability Coverage is required for CONTRACTOR and all subcontractors.

Commercial General Liability in Occurrence Form.

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

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

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

Amounts: Bodily Injury:
 \$1,000,000 each occurrence
 \$1,000,000 aggregate

Property Damage:
\$1,000,000 each occurrence
\$1,000,000 aggregate

- D. Products and Completed Operations are required for CONTRACTOR and all subcontractors.

Amount: \$1,000,000 aggregate

- E. Business Auto Liability Coverage is required for CONTRACTOR and all subcontractors.

Business Auto Liability coverage is to include bodily injury and property damage caused by the ownership, maintenance, or use of any vehicle, including owned, non-owned, hired vehicles, and employee non-ownership use.

Amounts: Bodily Injury:
\$1,000,000 each occurrence
\$1,000,000 aggregate

Property Damage:
\$1,000,000 each occurrence
\$1,000,000 aggregate

- F. Professional Liability is required for CONTRACTOR and all subcontractors.

Amounts: \$1,000,000 per claim and in the aggregate

- G. Excess or Umbrella Liability Coverage.

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

Limits of liability: \$1,000,000 each occurrence
\$1,000,000 aggregate

- H. Claims Made Coverage – No Gap

If any of the required liability insurance is provided on a “claims made” form, such coverage shall be maintained for a period of 36 months following completion of the contract or a tail shall be purchased covering the discovery and reporting of claims for 36 months after the completion of the contract. In the event of termination of a Claims Made Policy, extended coverage may be provided by agreement that extended discovery coverage of 36 months will be purchased from the expiring insurer, or by agreement that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

I. Certificates of Insurance

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

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

If requested by the CITY, CONTRACTOR shall furnish complete copies of CONTRACTOR's or subcontractor's insurance policies, forms, and endorsements.

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

NOTE: Any subcontractor(s) approved by the CITY shall be required to provide proof of insurance identical in amounts as required by CONTRACTOR to perform related services. All coverages shall name the CITY as "additional insured".

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

- J. The CITY shall be included as an additional insured with respect to CONTRACTOR's insurance coverages required herein except Workers' Compensation/Employer's Liability and Professional Liability.

CONTRACTOR shall contractually require its sub-consultants to be adequately insured to the limits prescribed above. The CITY will not pay for increased limits of insurance for sub-consultants.

CONTRACTOR shall provide to the CITY certificates of insurance.

The CITY waives all rights against CONTRACTOR and its officers, directors, agents, or employees for damage covered by property insurance or self-insurance during and after the completion of CONTRACTOR's services. A provision similar to this shall be incorporated into all other contracts entered into by the CITY for work related to the services, and all CITY's contractors and consultants shall be required to provide waivers of subrogation in favor of the CITY and CONTRACTOR for damage or liability covered by any of the CITY's contractor's or consultant's policies of insurance. CONTRACTOR shall be indemnified, defended, and held harmless, as well as added as Additional Insured, on any other contracts entered into by the CITY for work related to the services, in the same manner, and to the same extent, as the CITY.

Article 15. Termination

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

- 15.1 *For cause.* By either the CITY or CONTRACTOR upon 30 days written notice, and such failure remains uncured for 30 days upon receipt of written notice of such failure, in the event of substantial failure by the other party to perform in accordance with the terms hereof or any purchase order or provisions of the Contract Documents through no fault of the terminating party.
- 15.2 *For convenience.* By the CITY, effective upon the delivery of written notice to CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

Article 16. Indemnification and Hold Harmless

- 16.1 *General Indemnity.* To the fullest extent permitted by law, CONTRACTOR shall hold harmless, indemnify and pay on behalf of the CITY, CITY's officers, directors, partners, agents, contractors, and employees from and against any and all costs, losses, and damages, including claims for bodily injury, disease, death, personal injury and damage to property or loss of use resulting therefrom, and for professional liability, (including, but not limited to all fees and charges of CONTRACTOR, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR's officers, directors, partners, agents, CONTRACTORs, employees, and CONTRACTOR's consultants, agents, and CONTRACTORs in the performance and furnishing of CONTRACTOR's services under this Agreement, unless such claims are a result of the CITY's sole negligence. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be the CITY's exclusive remedy.
- 16.2 *Copyright and Intellectual Property Rights.* At CONTRACTOR's expense as described herein, CONTRACTOR shall indemnify, defend, and hold the CITY and its affiliates and their respective directors, officers, employees, and CONTRACTORs and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim. CONTRACTOR shall also reimburse the CITY for all reasonable expenses incurred by the CITY in respect of each claim. To qualify for such defense and payment, the CITY must: (i) give CONTRACTOR prompt written notice of such claim; and (ii) allow CONTRACTOR to control, and fully co-operate with the CITY in the defense and all related negotiations. CONTRACTOR's obligation under this Section is conditional upon the CITY's agreement that, if the professional services become, or in CONTRACTOR's opinion (as stated in writing to the CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then the CITY shall permit CONTRACTOR, at CONTRACTOR's expense, either to procure the right for the CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable

functionality in the CITY's environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) the CITY's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii) custom programming for which CONTRACTOR does not develop the specifications or where the code at issue is supplied by the CITY. This subsection states CONTRACTOR's entire obligation regarding intellectual property right infringement.

- 16.3 *Waiver of Consequential Damages.* In no event and under no circumstances shall CONTRACTOR be liable to CITY for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.
- 16.4 *Limitation of Liability.* CONTRACTOR's liability to the CITY for all damages, no matter the legal theory asserted, connected with the services performed under each task order shall be limited to the lesser of: i) one times (1x) the amount actually paid by the CITY to CONTRACTOR for the services performed under that specific task order out of which the damages arose; or ii) \$1,000,000.

Article 17. Notices

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

Article 18. Survival

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

Article 19. Severability

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

Article 20. Waiver

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

CONTRACT AGREEMENT FOR RFQ 02-2223
City of Jacksonville Beach d/b/a Beaches Energy Services
Effective Date: **July 17, 2023**

TITLE: **Fiber Optic and Network Drop Services**
CONTRACTOR: **Tietjen Technologies, Inc.**
Term: 1 year
End Date: **July 17, 2024**

Article 21. Contract Documents

The Contract Documents which comprise the entire Agreement between the CITY and CONTRACTOR consist of the following, which are made a part thereof:

- A. **This Agreement for Fiber Optic and Network Drop Services (16 pages inclusive)**
- B. **Attachment A: RFQ No. 02-2223 Fiber Optic and Network Drop Services.**
- C. **Attachment B: Bid Proposal Packet** submitted by CONTRACTOR in response to Attachment A: RFQ No. 02-2223 Fiber Optic and Network Drop Services.

There are no Contract Documents other than those listed above in this Article 23. The Contract Documents may only be altered, amended, or repealed in accordance with the Terms and Conditions.

Article 22. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue shall be in Duval County, Florida. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to the award of attorney's fees and costs at both the trial and appellate level.

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

Article 23. General Terms

The CITY is a government agency, therefore, the CITY is exempt from any sales tax. The CITY, however, agrees to reimburse CONTRACTOR for any other taxes, duties, or other fees that CONTRACTOR may be required to pay when performing services or producing material on behalf of the CITY.

It is agreed that all materials and information furnished to CONTRACTOR by the CITY or to the CITY by CONTRACTOR shall remain confidential, except to the extent that such materials and information have become a matter of public record, and such materials and information shall not be divulged except as required under this Agreement or by the Laws of the State of Florida.

Article 24. Complete Agreement

This Agreement constitutes the entire and complete agreement between the CITY and CONTRACTOR and supersedes all prior written or oral understandings between the parties. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written agreement signed by both parties.

Article 25. Maintenance of Records and Right to Audit

25.1 CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of five years from the final payment or termination of this Agreement. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for five years following the final payment or termination of this Agreement. If an auditor employed by the CITY determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CITY, the CITY shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the CITY.

25.2 *Right to Audit*

A. Availability of Records. The records of the parties to this Agreement relating to a Work Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by the CITY to substantiate charges related to this Agreement (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by the CITY's representative and/or agents of the CITY. All records shall be kept for five years after Final Completion. Notwithstanding anything to the contrary herein, in no event shall the CITY be entitled to audit the composition of any agreed upon fixed rates or percentage multipliers, nor shall it be entitled to audit any rates, charges, costs, hours worked, or expenses related to work performed on a lump sum or fixed price basis.

B. PUBLIC RECORDS LAW CHAPTER 119, FLORIDA STATUTES:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK, CITY OF JACKSONVILLE BEACH, 11 N. 3RD STREET,

JACKSONVILLE BEACH, FLORIDA 32250, OFFICE: (904) 247-6210, EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET.

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

- 1) Keep and maintain public records required by the public agency to perform the service.
- 2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.
- 4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Article 26. Public Entities Crimes (§287.133, Florida Statutes)

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it or any subconsultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

Article 27. E-Verify/Authorized Worker Status.

Pursuant to Section 448.095, Florida Statutes, CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of CONTRACTOR or subcontractor(s).

Should CONTRACTOR enter into a contract with a subcontractor for the work to be provided to the CITY herein, the subcontractor shall provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

The CITY, CONTRACTOR, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall terminate the contract with the person or entity in violation.

If the CITY has a good faith belief that a subcontractor has knowingly violated this Article, but CONTRACTOR otherwise complied with this Article, the CITY shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate the contract with the subcontractor.

If this Agreement is terminated under this Article, it is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with CONTRACTOR under this Article, CONTRACTOR may not be awarded a public contract for at least one year after the date on which this Agreement is terminated. CONTRACTOR shall be liable for any additional costs incurred by the CITY as a result of the termination of this Agreement.

The CITY, CONTRACTOR, or subcontractor may file a cause of action with a circuit or county court to challenge termination under this Article no later than 20 calendar days after the date on which this Agreement was terminated.

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

CONTRACT AGREEMENT FOR RFQ 02-2223
City of Jacksonville Beach d/b/a Beaches Energy Services
Effective Date: July 17, 2023

TITLE: **Fiber Optic and Network Drop Services**
CONTRACTOR: **Tietjen Technologies, Inc.**
Term: 1 year
End Date: July 17, 2024

IN WITNESS WHEREOF, this Agreement was made and entered into as of the last signature date shown below and has an Effective Date of **July 17, 2023** (Article 3).

CITY OF JACKSONVILLE BEACH, FLORIDA

ATTEST:

Sign: *Sheri Gosselin*
Print: Sheri Gosselin
Title: City Clerk
Date: 07/31/2023

Approved as to form and legal sufficiency:

Sandra Robinson
Sandra Robinson, City Attorney

Sign: *Christine H. Hoffman*
Print: Christine H. Hoffman
Title: Mayor
Date: 7/28/23

Sign: *Michael J. Staffopoulos*
Print: Michael J. Staffopoulos
Title: City Manager
Date: 07/28/2023

TIETJEN TECHNOLOGIES, INC.

Sign: _____
Print: Ian Tietjen
Title: President
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by IAN TIETJEN, PRESIDENT of TIETJEN TECHNOLOGIES, 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: _____

CONTRACT AGREEMENT FOR RFQ 02-2223
City of Jacksonville Beach d/b/a Beaches Energy Services
Effective Date: **July 17, 2023**

TITLE: **Fiber Optic and Network Drop Services**
CONTRACTOR: **Tietjen Technologies, Inc.**
Term: 1 year
End Date: **July 17, 2024**

AGENT FOR NOTICE

CITY OF JACKSONVILLE BEACH, FL:

Address for Giving Notices:

City of Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach, Florida 32250

Designated Representative:

Name: Allen Putnam

Title: Director, Beaches Energy Services

Phone Number: (904) 247-6281

TIETJEN TECHNOLOGIES, INC.:

Address for Giving Notices:

51 West Seventh Street

Atlantic Beach, FL 32233

Designated Representative:

Name: Ian Tietjen

Title: President

Phone Number: (904) 270-0070



City of Jacksonville Beach

Property and Procurement Division
1460A Shetter Ave., Jacksonville Beach, FL 32250
Tel: 904-247-6229



REQUEST FOR QUALIFICATIONS

RFQ Number:	02-2223
RFQ Title:	Fiber Optic and Network Drop Services

Submittal Deadline	
Day:	Wednesday
Date:	April 19, 2023
Time:	2:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

ANTICIPATED TIME LINE: The **anticipated** schedule for this RFQ is as follows:

RFQ Advertised	22-March-2023
Deadline to Submit Questions	7-April-2023
Addendum (if necessary) Issued	12-April-2023
RFQ Opened	19-April-2023

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SECTION A: OVERVIEW

SECTION A: OVERVIEW

1. OVERVIEW AND PURPOSE OF THE PROJECT:

The City of Jacksonville Beach d/b/a Beaches Energy Services is seeking experienced and qualified contractors to install underground facilities on an as needed basis. The work is for the installation, renewal, and replacement of new and existing underground electric facilities. The contractors will also be used to assist Beaches Energy Services staff in the restoration of services during emergency situations.

Responses received to this RFQ will be evaluated and ranked by a Selection Committee in accordance with the process and evaluation criteria contained in Sections D and E of this document.

2. RFQ DUE DATE: 2:00 PM WEDNESDAY APRIL 19, 2023

Subject to the terms and conditions specified in this **Request for Qualifications (RFQ)**, responses will be received until **2:00 P.M., Wednesday, April 19, 2023**, then, opened publicly by the Property and Procurement Division, 1460A Shetter Avenue, 1st Floor, Jacksonville Beach, Florida 32250.

3. QUESTIONS AND REQUESTS FOR CLARIFICATION:

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at no later than **Friday, April 7, 2023**. Interpretation will be in the form of an addendum and will be published on the RFQ section of the City's website.

4. ELIGIBILITY

The selected firm(s) must have the capability, experience and licensing necessary to provide all labor, equipment, materials and supplies for the installation of Fiber Optic and Network Drop Services, unless specifically indicated as provided by the City, as specified in this RFQ.

Responses will only be considered from firms which are regularly engaged in the business of providing and performing similar services requested in this solicitation, and who have verifiable evidence of a consistent satisfactory record of performance. To be eligible, respondents must be able to provide references for at least three (3) Fiber Optic and Network Drop Services similar to this project.

5. CONTRACT TERM

The Contract will be for a one (1) year period with the option to renew for up to four (4) additional one (1) year periods. Individual Purchase Orders will be issued for each project assigned under the contract.

The City of Jacksonville Beach reserves the right to negotiate with the awarded vendor(s) or to re-advertise. The services outlined shall commence immediately after the award and contract signing.

6. CONTRACT AWARD:

The City reserves the right to enter into a contract with the selected firm(s) that the City deems to offer the best overall qualifications and experience. In addition, the City Manager, as the City's representative, in his sole discretion, reserves the right to cancel this RFQ, to reject any and all responses, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

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

The City reserves the right to award this Contract to multiple firms. Notwithstanding the Contract(s) resulting from this RFQ, the City reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFQ. Respondent agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

7. SUBMITTAL REQUIREMENTS:

Submit completed package **one (1)** original plus **three (3)** copies and **one (1)** USB thumb drive in one sealed envelope. Packages received without the requested information or quantities may be rejected.

It is incumbent upon the respondent to ensure that all copies of the proposal package submittals are complete and exact replicas of each other.

Clearly mark the submittal envelope with the RFQ number, RFQ title and Respondent name.

It is incumbent upon the Respondent to ensure that proposal package submittals are received by the Property and Procurement Division on time. Submissions received after the due date and time will not be considered.

SECTION B: GENERAL PROVISIONS

SECTION B: GENERAL PROVISIONS

1. INSTRUCTIONS TO RESPONDENTS:

- **Technical Provisions** that are **explicit** to this particular **Request for Qualifications Number 02-2223** are found in **SECTION C**, which begins on **page 19**.
- **The Minimal Proposal Package shall consist of the following:**

Cover Letter

Form 1: Proposal Tender Form

Form 2: RFQ Award Notice

Form 3: Required Disclosure

Form 4: Drug-Free Workplace Compliance

Form 5: Non-Collusion Affidavit

Form 6: Non-Bankruptcy Affidavit

Form 7: Subcontractor Listing

All forms must be completely filled out, appropriately executed and submitted as part of the proposal package. These start on **page 28**.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any proposal at the CITY's sole discretion.

2. TERMS AND CONDITIONS:

- A. **General**. It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. **Time for CITY Acceptance**. Unless otherwise specified herein, the submitter will allow ninety (90) days from the last date for the receiving of responses for acceptance of its submittals by the CITY.
- C. **Effective Contract Term Start Date**. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. **Extension of Contract**. If the CITY should advertise for RFQ's, the contract resulting from this RFQ shall automatically be extended month-to-month past its term end date. This will allow the CITY to receive and assess responses, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and, to maintain safety and health standards.
- E. **Contract Termination**. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
 - 1) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.

- 2) The CONTRACTOR fails to perform the work in a timely manner as determined by the CITY.
- 3) *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.

F. Award.

- 1) The CITY reserves the right to waive informalities, to reject any and all responses, in whole or in part, and to accept the proposal(s) that in its judgment will best serve the interest of the CITY.
- 2) The CITY specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be itemized separately and no attempt shall be made to tie any item or items together.

G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

H. Payments. The Contractor shall be paid, upon the submission of invoices in triplicate, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

3. ADDITIONAL INFORMATION:

The information in this RFQ package is provided to facilitate responses. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact the Property and Procurement Division at (904) 247-6229.

4. ADDENDA TO THE RFQ:

If any addenda are issued to this RFQ, a good faith attempt will be made to deliver a copy to each of the Respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFQ. However, prior to submittal, it shall be the responsibility of the Respondent to contact the CITY's Property and Procurement Division (904-247-6229) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFQ. Respondents should either acknowledge receipt of such addenda on their submittal, or attach such addenda to their submittal.

5. USE OF PROPOSAL RESPONSE FORMS:

All submittals must include the forms provided in Section F of this package. Failure to comply may preclude consideration of the submission. Supplemental information may be attached to these forms.

6. DEVIATIONS FROM REQUESTED PLAN:

The contract terms and conditions stipulated in this RFQ are those required by the CITY. Respondents are required to submit their qualification, which comply with the requested services. Any deviations from the services requested should be clearly noted.

7. CONFLICT WITH SPECIMEN CONTRACTS:

Unless specifically noted to the contrary as a deviation from the RFQ, the submission of Respondent's specimen contract with a Respondent's proposal submittal shall not constitute notice of the Respondent's intent to deviate from the RFQ in a restrictive manner. Unless specifically noted otherwise, the attachment of the Respondent's specimen contract shall be deemed to be an offer in at least full compliance with the RFQ, and the Respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFQ. That is, submission of a Respondent's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFQ or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFQ.

8. ERRORS IN SUBMITTALS:

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting their qualifications. Failure to do so will be at the Respondent's own risk, and a Respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Respondents.

9. LEGAL AND REGULATORY COMPLIANCE:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK, CITY OF JACKSONVILLE BEACH, 11 N. 3RD STREET, JACKSONVILLE BEACH, FLORIDA 32250, OFFICE: (904) 247-6250 EXT. 10. EMAIL ADDRESS CityClerk@jaxbchfl.net.

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

10. CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE:

The CITY should be given at least a 90-day notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable) N/A

11. WAIVER/REJECTION OF REPONSES:

The CITY reserves the right to waive formalities or informalities in submissions and to reject any or all submittals or portions of submittals, or to accept any submittals or portions of submittals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the Respondent.

12. AUTHORIZED OFFER:

The person submitting the proposal should indicate the extent of authorization by the Company to make a valid offer in the proposal summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the Respondent's firm, that may result in a bound contract upon the CITY's acceptance.

13. EVALUATION OF RESPONSES:

The CITY will evaluate each response based on all the criteria set forth in the RFQ. Fees may be requested as part of the response package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

14. PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017**, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

15. CONFLICT OF INTEREST CERTIFICATE:

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the “Cone of Silence”. This limits and requires documentation of communications between potential proposers and/or proposers on City solicitations, the City’s professional staff, and the City Council members.

Any lobbying by or on behalf of the respondent will result in rejection/disqualification of said proposal. Respondents shall refrain from any contact with City Council members and staff or the Evaluation Committee regarding this proposal.

DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PROPERTY AND PROCUREMENT DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential respondents, assure that contract decisions are made in public, and to protect the integrity of the RFQ process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the respondent's proposal.

16. DISCRIMINATION CLAUSE:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

17. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY:

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety. The Contractor must employ all possible means to prevent contamination or pollution of air, waterways and soil.
- B. The CITY's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the CITY; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this agreement.

18. INSURANCE REQUIREMENTS:***18. (A) GENERAL INSURANCE PROVISIONS***

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

18. (B) PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

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

18. (C) COVERAGE REQUIREMENTS:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

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

All insurers must carry a current A M Best rating of at least A-

Worker's Compensation Coverage is **required**.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors**.

Commercial General Liability in Occurrence Form.

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

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

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

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

Products and Completed Operations are **required for Contractor and all subcontractors**.

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

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

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

Professional Liability **is required for Contractor and all sub-contractors**

Pollution Liability is **not required** of Contractor and all subcontractors.

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

Excess or Umbrella Liability Coverage.

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

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

Claims Made Coverage – No Gap

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

18. (D) CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.

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

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

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

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

NOTE: Any sub-contractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the City as “additional insured”.

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful respondent(s)' obligation to fulfill the insurance requirements herein.

19. PERFORMANCE AND PAYMENT BONDS: N/A

~~Simultaneously with his delivery of the executed contract to the CITY, a respondent, to whom a contract has been awarded, must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one hundred percent (100%) of the total amount of the accepted Bid/Proposal, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney in Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power of Attorney authorizing him to do so.~~

~~The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period.~~

20. BANKRUPTCY:

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been an officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted responses must include this form executed by the proper representative of the respondent company. **(See attached Form 6).**

21. NONEXCLUSIVE:

Notwithstanding the contract resulting from this RFQ, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFQ. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

22. DRUG FREE WORKPLACE COMPLIANCE FORM:

Attached is a Drug Free Workplace Compliance Form. All submitted responses must include this form executed by the proper representative of your company. **(See attached Form 4).**

23. WARRANTY:

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful respondent against factory defects and workmanship. At no expense to the City, the successful respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

24. PROTEST:

Any respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFQ for Approval and Award by City Council, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

In the event of a timely protest, the City shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

25. FRAUD AND MISREPRESENTATION:

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

26. OMISSIONS IN SPECIFICATIONS:

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

27. FORCE MAJEURE:

The City and the successful respondent are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

28. PROPOSAL AWARD NOTICE FORM:

Attached is a Proposal Award Notice Form. All submitted responses are to include this form to be notified of the recommendation of award. **(See attached Form 2).**

29. INDEMNIFICATION:

The firm, without exception, shall indemnify and hold harmless the City of Jacksonville Beach, its officers, agents, and employees from any and all liability of any nature and kind including costs and expenses for, or on account of, any copyrighted materials, patented or unpatented invention processes, or article manufactured or used in relation to this RFQ. If the firm uses any design, device, or material covered by letters-of-patent or copyright, it is mutually agreed and understood, without exception, that the fees charged by the firm shall include all royalties or costs arising from the use of such design, device, or material.

30. RFQ IS NOT A BID:

This Request for Qualifications is not to be considered a bid. The City will evaluate responses based on the criteria set forth in this RFQ. The evaluation process is to consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

SECTION C:

TECHNICAL PROVISIONS

SECTION C: SPECIAL PROVISIONS

To provide contractual services for a project titled: Fiber Optic and Network Drop Services for Beaches Energy Services.

1.0 OBJECTIVE

The City of Jacksonville Beach is seeking letters of interest and submittals of qualifications from Licensed Contractors interested in providing network and telecommunications infrastructure services including but not limited to, purchase and installation of backbone and riser cabling, equipment racks, cable tray, terminal blocks, fiber optic splices and terminations, removal of existing cabling, system testing, and documentation support on projects for Beaches Energy Services.

2.0 CONTRACT PERIOD

The Contract will be for a one (1) year period with the option to renew for up to four (4) additional one (1) year periods. Individual Purchase Orders will be issued for each project assigned under the contract.

3.0 TECHNICAL REQUIREMENTS

Qualifications of Contractors:

- A current Electrical Contractor license valid in the state of Florida. A copy of the license shall be submitted with bid response.
- Contractor shall be in the business of installing structured cabling systems for at least five (5) years prior to the date of this bid and be certified by each manufacturer in their response to install their products and provide a full warranty.
- Contractor shall have one permanently employed staff member with a Registered Communications Distribution Designer (RCDD) Certification.
- Contractor shall continuously employ a minimum of two (2) BICSI certified technicians and two (2) BICSI certified helpers to staff projects.
- Contractor shall be a Corning NPI Member.

Contractors wishing to be considered for this contract shall show evidence that the personnel assigned to the projects have experience and proficiency by providing five (5) projects that the Contractor has completed in the following areas:

- 3.1 Fiber Optic Cable installation, splicing, and termination. All terminations are to be fusion spliced.
- 3.2 Fiber Optic Cable Testing, included but not limited to:
 - Optical acceptance test.
 - Attenuation loss test.
 - Insertion loss testing.
 - Optical Time Domain Reflectometer (OTDR) testing.
 - Transmitter testing.

- 3.3 Network Drop Installation.
- 3.4 Fiber Testing Tier 2 (OTDR) Required. Bi-Directional List Equipment to be used with calibration certificate from manufacturer.
- 3.5 Pricing Information for the following:
 - Normal Hourly Rates for Technician and Helper
 - Overtime Hourly Rates for Technician and Helper
 - Percent Markup Over Cost for Materials and Parts
 - Unit Price to terminate 48 strand loose tube fiber optic cable.
 - Shall include 2 interconnects with two 12 port LC adapter plates each.
 - Shall include 2 interconnects with two 12 port SC adapter plates each.
 - 4 breakout kits.
 - 48 splice on connectors or pig tails machine labeling and bidirectional OTDR testing and detailed as built documentation.
 - Unit Price to install Cat 6 drop, Plenum rated cable, Drop Ceiling, 150' length, included patch panel port, jacks, faceplate, J hooks, and certification report.

SECTION D:

EVALUATION PROCEDURES

SECTION D: EVALUATION AND AWARD PROCEDURES

The RFQ submitted by the respondent must include information documenting how the respondent meets the evaluation criteria below. City will not return RFQ submittals to the respondents.

The City's Evaluation Committee will review the submittals and rank the respondents in the order of demonstrated qualifications, experience, and competence to meet the needs of the City.

The City may, at its sole discretion, invite selected respondents to engage in discussions and/or make a presentation to allow the respondent an opportunity to support or clarify their qualifications. Following these discussions and or presentations, if they occur, the Evaluation Committee will submit their recommendations and ranking to the City Manager and/or City Council for approval.

If the City Manager and/or City Council accept the Evaluation Committee recommendations and ranking, and the City determines to proceed with contract negotiations, the City will attempt to negotiate a contractual agreement with the highest ranking respondent(s). If an agreement cannot be reached in a timely manner, as determined by the City, then negotiations will proceed with the next highest ranked respondent and so on. If a contractual agreement cannot be reached with any of the respondents initially qualified, the Selection Committee may qualify additional respondents from the submitted responses or repeat the entire RFQ process at the City's sole discretion.

Evaluation Criteria will be based on the following:

	<u>Points</u>
1. Project Team Qualifications	20
2. Experience and Capability	40
3. References	20
4. Location of Firm	<u>20</u>
Maximum Points	100

Evaluation Committee:

The committee members consisting of at least three (3) staff members shall review each response individually and score each response based on the evaluation criteria listed above. The committee will compile individual rankings for each response to determine committee recommendations. The final recommendation will be decided based on review of scores and consensus of committee.

Submissions will be evaluated to determine those that best meet the needs of the City. Acceptance and approval of each response will be based on an evaluation of the information submitted by the applicants.

The City reserves the right to reject all responses. In the event the City does so, it shall provide in writing to all respondents the reasons for its rejection.

Presentation (if necessary):

If the City desires presentations, this will provide an opportunity to clarify or elaborate on the response, but will not, in any way, provide an opportunity to change any items in the original response.

If presentations are elected, the Property and Procurement Officer shall schedule the time and location of these presentations and notify the selected firms. Presentation shall be limited to 30 minutes, including the question-and-answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified respondent(s) for this project. Additional information may be requested for clarification purposes, but in no way will change the original response submitted.

A new scoring sheet shall be prepared, based on the identical criteria, and weighing above, for each presenter. The scores from the submittal and from the presentation shall be averaged to determine the final ranking. Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the City Council to begin negotiations with the highest ranked firm.

SECTION E:

SUBMITTAL REQUIREMENTS

SECTION E: SUBMITTAL REQUIREMENTS

Respondents are strongly advised not to prepare responses based on any assumption or understanding that negotiations will take place. Respondents are advised to respond to this RFQ fully and with forthrightness at the time of submission.

Respondents are strongly cautioned NOT to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or organizations involved in this selection may result, at the City's sole discretion, in dismissal from further consideration. Responses shall not be available for inspection by respondents until interviews, if scheduled, are completed and award has been made. After agreement award, all responses become matter of public record and are available for inspection by the general public.

The evaluation criteria below are intended to be the basis by which each response shall be evaluated, measured, and ranked. The City of Jacksonville Beach hereby reserves the right to evaluate, at its sole discretion, the extent to which each response received, compares to the said criteria. The information submitted shall be relevant to the project scope and be practical and concise. The recommendation of the evaluation committee shall be based on the following:

1. Project Team Qualifications:

- Identify the Project Manager, Construction Foreman, Registered Communications Distribution Designer, and Installation Technician(s) with their relationship and accountabilities within the services to be provided.
- Provide proof of licensing as required by the State of Florida

2. Experience and Capability:

- Provide resumes of key personnel, their disciplines, respective roles, education, licenses and their experience and capability to perform roles specified in Section 3.
- Present a concise outline of specific services your firm/team is qualified and prepared to provide.
- Provide a comprehensive list of all equipment make/model to perform the necessary fiber optic fusion splices, terminations, and testing.

3. References:

List a minimum of five (5) projects for which the Contractor has provided/is providing Services which are similar to the services being requested by this RFQ. In determining which projects are most related, consider related size and complexity; how many members of the proposed team worked on the listed project; and how recently the

project was completed. List the projects in priority order, with the most related project listed first.

For each of the listed projects, provide the following information:

- a) Project Name and Location.
- b) Type of Installation.
- c) Contact Name, telephone number and email address.
- d) Services Provided.
- e) Approximate Project/Construction Start and End Dates.
- f) Any project specific information relative to the services required by the City of Jacksonville Beach

4. Location of Firm:

- Provide the physical address of the Contractor on the Response Form. If the Contractor has more than one location, provide the office location of the team proposed above.

At a minimum, response packages should include the required Forms described in Section F: Forms, together with the four criteria items described in Section E.

SECTION F:

SUBMITTAL FORMS

FORM 1

RESPONSE FORM (page 2 of 2)

RESPONSE DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFQ. Failure to provide the listed documents may be cause for the City to consider rejection of the submitted response. This consideration will be at the sole discretion of the City.

INITIAL Check-Off	#	SECTION TITLE
[]	1.	Cover Letter – 2 page maximum
[]	2.	FORM 1: RESPONSE FORM
[]	3.	FORM 2: RFQ AWARD NOTICE FORM
[]	4.	FORM 3: REQUIRED DISCLOSURE FORM
[]	5.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM
[]	6.	FORM 5: NON-COLLUSION AFFIDAVIT
[]	7.	FORM 6: NON-BANKRUPTCY AFFIDAVIT
[]	8.	FORM 7: QUALIFICATIONS
[]	9.	FORM 8: EXPERIENCE
[]	10.	FORM 9: REFERENCES

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Response Tender Form and/or is required by the RFQ and/or Addenda.

ADDENDA RECEIPT VERIFICATION

Respondent shall acknowledge receipt of all addenda, if any, to the RFQ, by filling in Addenda Numbers and dates below.

Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____

FORM 2

RFQ AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

1. Company Name: _____
2. Address: _____
3. City, State & Zip: _____
4. Attention: _____
5. Phone: _____ Fax: _____
6. E-mail address: _____

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Responses were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFQ No. 02-2223** per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFQ for Approval and Award by City Council from the Property and Procurement Officer in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

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

Thank you for your proposal.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 3

REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signed: _____

Title: _____

Contractor: _____

FORM 4

DRUG-FREE WORKPLACE COMPLIANCE

IDENTICAL TIE RESPONSES - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

FORM 5

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says that:

1. He (it) is the _____, of _____ the respondent that has submitted the attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any respondent firm, or person to fix the price or prices in the attached proposal or of any other respondent or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Respondents, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: _____

Sworn and subscribed to before me this _____ day of _____, 20____,
in the State of _____, County of _____.

_____ Notary Public

My Commission Expires: _____

FORM 6

NON-BANKRUPTCY AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____ is an officer and member of the firm of _____, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFQ#: 02-2223**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

Sworn to before me this _____ day of _____, 20____ by _____.
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here:

FORM 7

QUALIFICATIONS

Resumes and past project information regarding the history of the lead consultant and all sub consultants proposed to be part of the project team. (See Section E: Item 1 on page 30).

FORM 8**EXPERIENCE**

Provide resumes of key personnel, their disciplines, respective roles, education, licenses and their experience etc. Present a concise outline of specific services your firm/team is qualified and prepared to provide.

FORM 9**REFERENCES**

Submit the names of at least three (3) organizations that you or your firm has performed the same size and type of services. Give a contact name with each reference.

The City reserves the right to conduct reference checks for firms or individuals submitting responses. In the event that information obtained from the reference checks reveals concerns about the respondent's past performance or their ability to successfully perform the contract to be executed, based on this RFQ and subsequent RFQs, the City may, at its sole discretion, determine that the respondent is not the most qualified firm and may select the next highest-ranked respondent whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the respondent.

City of Jacksonville Beach

RFQ #02-2223 Fiber Optic & Network Drop Services

Open Date:
04-19-2023

TIETJEN
TECHNOLOGIES
INC.

ATTACHMENT B



HONESTY AND QUALITY

51 WEST 7th STREET, ATLANTIC BEACH, FLORIDA 32233 Ph: (904) 270-0070 Fax: (904) 246-7240

Daytona, FL (386) 864-2383
FL: EC 0002234

www.cableTTI.com

Brunswick, GA (912) 624-8977
GA: LVU 406220

Tietjen Technologies Inc.

51 W 7th Street, Atlantic Beach, FL 32233

(904) 270-0070

TietjenOffice@cabletti.com

Authorized Signers:

Ian Tietjen - President/Owner

Ernie Brewbaker - Vice President/Estimator

Shannon Marron - Project Coordinator

Bridget Reyes - Office Manager

City of Jacksonville Beach
Date: 03/14/23

RFQ #: 02-2223
Fiber Optic and Network Drop Services

FORM 1

RESPONSE FORM (page 1 of 2)

RFQ NUMBER: 02-2223

TITLE: Fiber Optic and Network Drop Services

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA DATE: 03/29/2023

All services shall be provided meeting, and in compliance with this RFQ document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines.

NOTE: Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFQ, to the City's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-consultant work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all Consultant overhead, all Consultant profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the Respondent's response for this RFQ.

I hereby certify that I have read and understand the requirements of **RFQ #: 02-2223 Fiber Optic and Network Drop Services**, and as the Respondent will comply with all requirements, and that I am duly authorized to execute this response document and any Contract(s) and/or other transactions required by award of this RFQ.

SUBMITTED BY: Ian Tietjen
Printed Name of Authorized Submitter

COMPANY NAME: Tietjen Technologies Inc.

ADDRESS: 51 West 7th Street

CITY, STATE & ZIP: Atlantic Beach, FL 32233

TELEPHONE NUMBER: 904-270-0070

EMAIL ADDRESS: TietjenOffice@CableHi.com

By: 
Signature of Authorized Submitter

President
Title (typed or neatly printed)

City of Jacksonville Beach

Date: 03/14/23

RFQ #: 02-2223

Fiber Optic and Network Drop Services

FORM 1**RESPONSE FORM (page 2 of 2)****RESPONSE DOCUMENT TURN-IN CHECKLIST**

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFQ. Failure to provide the listed documents may be cause for the City to consider rejection of the submitted response. This consideration will be at the sole discretion of the City.

INITIAL Check-Off	#	SECTION TITLE
[✓]	1.	Cover Letter – 2 page maximum
[✓]	2.	FORM 1: RESPONSE FORM
[✓]	3.	FORM 2: RFQ AWARD NOTICE FORM
[✓]	4.	FORM 3: REQUIRED DISCLOSURE FORM
[✓]	5.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM
[✓]	6.	FORM 5: NON-COLLUSION AFFIDAVIT
[✓]	7.	FORM 6: NON-BANKRUPTCY AFFIDAVIT
[✓]	8.	FORM 7: QUALIFICATIONS
[✓]	9.	FORM 8: EXPERIENCE
[✓]	10.	FORM 9: REFERENCES

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Response Tender Form and/or is required by the RFQ and/or Addenda.

ADDENDA RECEIPT VERIFICATION

Respondent shall acknowledge receipt of all addenda, if any, to the RFQ, by filling in Addenda Numbers and dates below.

Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____

City of Jacksonville Beach
Date: 03/14/23

RFQ #: 02-2223
Fiber Optic and Network Drop Services

FORM 2

RFQ AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

1. Company Name: Tietjen Technologies Inc.
 2. Address: 51 West 7th Street
 3. City, State & Zip: Atlantic Beach, FL 32233
 4. Attention: Ian Tietjen / Tietjen Technologies Inc.
 5. Phone: 904-270-0070 Fax: 904-246-7240
 6. E-mail address: TietjenOffice@cabletti.com

PLEASE PRINT CLEARLY

 ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Responses were received and evaluated, and the following recommendation will be presented to the City Manager for award of RFQ No. 02-2223 per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFQ for Approval and Award by City Council from the Property and Procurement Officer in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

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

Thank you for your proposal.
 Sincerely,

CITY OF JACKSONVILLE BEACH
 /s/Luis F. Flores
 Property and Procurement Division

City of Jacksonville Beach
Date: 03/14/23

RFQ #: 02-2223
Fiber Optic and Network Drop Services

FORM 3**REQUIRED DISCLOSURE**

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded:

There are at this time, no felony convictions, or any pending felony charges in the last three (3) years in this State or any other State or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity.

Signed: _____

Title: _____

Contractor: _____

Tietjen Technologies Inc.

FORM 4**DRUG-FREE WORKPLACE COMPLIANCE**

IDENTICAL TIE RESPONSES - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Vendor's Signature

City of Jacksonville Beach
Date: 03/14/23

RFQ #: 02-2223
Fiber Optic and Network Drop Services

FORM 5**NON-COLLUSION AFFIDAVIT**

- Ian Tietjen, being first duly sworn deposes and says that:
1. He (it) is the President of Tietjen Technologies Inc. respondent that has submitted the attached proposal;
 2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
 3. Such proposal is genuine and is not a collusive or sham proposal;
 4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any respondent firm, or person to fix the price or prices in the attached proposal or of any other respondent or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Respondents, or any person interested in the proposed Contract;
 5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: [Signature]

Sworn and subscribed to before me this 28 day of March, 2023,
in the State of Florida, County of Duval

[Signature] Notary Public

My Commission Expires: 04/10/2026



City of Jacksonville Beach
Date: 03/14/23

RFQ #: 02-2223
Fiber Optic and Network Drop Services

FORM 6**NON-BANKRUPTCY AFFIDAVIT**STATE OF Florida)COUNTY OF Duval)

Ian Tietjen is an officer and member of the firm of
Tietjen Technologies Inc., being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFQ#: 02-2223**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

[Signature]
Affiant Signature

Sworn to before me this 28 day of March, 2023 by Ian Tietjen
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

[Signature]
Signature of Notary

Shannon Marron
Notary's Printed Name

04/10/2026
Expiration of Notary's Commission



Affix Seal Here:

FORM 7

QUALIFICATIONS

Resumes and past project information regarding the history of the lead consultant and all sub consultants proposed to be part of the project team. (See Section E: Item 1 on page 30).

TTIETJEN **T**TECHNOLOGIES **I**INC.

HONESTY AND QUALITY



51 WEST 7th STREET, ATLANTIC BEACH, FLORIDA 32233 Ph: (904) 270-0070 Fax: (904) 246-7240

Daytona, FL (386) 864-2383
FL: EC 0002234

www.cableTTI.com

Brunswick, GA (912) 624-8977
GA: LVU 406220

Ian Tietjen - President and Manager

Over 36 years of experience, BICSI RCDD, Master Electrician, State of Florida Unlimited Electrical Contractor, Sumitomo, Panduit, Corning, Hubbell, Ortronics and Commscope – Systimax Certified.

Doug Moreland - BAS Estimator and Project Manager

Thirty years of experience in the electrical industry specializing in low voltage repair and troubleshooting. BICSI Tech, Hubbell, Ortronics, Panduit, Sumitomo, Trane and Commscope – Systimax Certified.

Ernest Brewbaker - Estimator and Business Development

Over 30 years of experience, BICSI RCDD, Commscope – Systimax Certified.

Guy Thrower - Project Manager

Over 30 years of experience in design, engineering and installation of: coax, copper and fiber optic cabling. BICSI Certified, Panduit, Corning, Hubbell, Ortronics and Commscope - Systimax Certified.

Michael Hawkins - Project Manager

Over 10 Years of experience installing, troubleshooting and repairing low voltage systems to include copper and fiber structured cabling. BICSI Certified, Sumitomo, Panduit, Corning, Hubbell, Ortronics and Commscope – Systimax Certified.

Douglas Fultz - Lead Mechanic

Over 30 years of experience, has held his Journeyman's license since 1995. BICSI ITS Technician, Sumitomo, Panduit, Corning, Hubbell, Ortronics and Commscope – Systimax Certified.



Department of State

I certify from the records of this office that TIETJEN TECHNOLOGIES, INC. is a corporation organized under the laws of the State of Florida, filed on September 1, 1994.

The document number of this corporation is P94000064516.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 11, 2022, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirteenth day of December, 2022




Cord Byrd
Secretary of State



Ron DeSantis, Governor

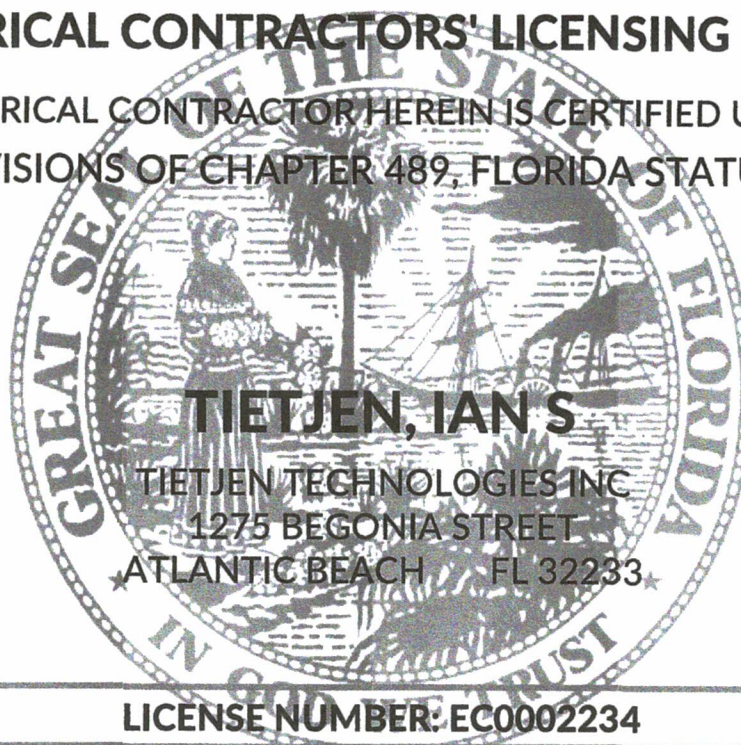
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



TIETJEN, IAN S

TIETJEN TECHNOLOGIES INC
1275 BEGONIA STREET
ATLANTIC BEACH FL 32233

LICENSE NUMBER: EC0002234

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

City of Atlantic Beach Business Tax Receipt

Tax Receipt ID: 17-4078 P567

Date Printed: 8/10/22

Expires: 9/30/2023

Fee: 39.36

TIETJEN TECHNOLOGIES, INC.

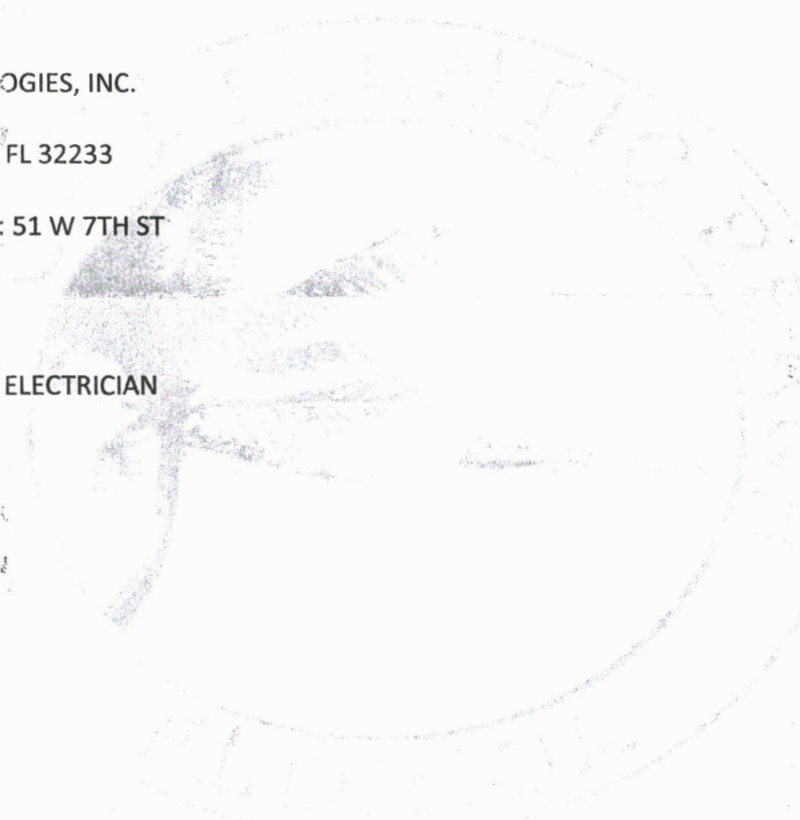
51 WEST 7TH ST

ATLANTIC BEACH, FL 32233

Business Location: 51 W 7TH ST

DETAILS

PROFESSIONALS - ELECTRICIAN



Melissa Burns

DIRECTOR OF FINANCE

****THIS RECEIPT MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS****

HONESTY AND QUALITY



51 WEST 7th STREET, ATLANTIC BEACH, FLORIDA 32233 Ph: (904) 270-0070 Fax: (904) 246-7240

Daytona, FL (386) 864-2383
FL: EC 0002234

www.cableTTI.com

Brunswick, GA (912) 624-8977
GA: LVU 406220

PREVIOUS EXPERIENCE PROJECTS

- Giles Electric Company
 - Jason Morgan; Project Manager
 - 386-767-5895 (Office)
 - Jason.Morgan@gileselectriccompany.com
 - Daytona State College Student Housing: 1200 W. International Speedway Blvd, Daytona Beach, FL 32114
 - Installation of Premise Distribution System & Fiber Optic Cabling, Backbone ABF & Security Cabling, Access Cabling, CCTV Cat6 Cabling, Distributed Antenna System
 - Approx. State Date: 01/2022
 - Approx. End Date: 03/2022
- Carter Electric Company
 - Wake Gailey; Senior Vice-President
 - 386-255-1418
 - HWGailey@carterelectric.com
 - Ortona & Osceola ES (Beachside) – 100 Osceola Ave, Ormond Beach, FL 32176
 - Installation of Premise Distribution System & Fiber Optic Cabling, CCTV System, Audio Enhancement
 - Approx. State Date: 08/2022
 - Approx. End Date: 03/2023
- Regency Electric Company
 - Bryan Bradshaw
 - 904-281-0600
 - Bryan.Bradshaw@regencyelectric.com
 - Brooks Rehab at Bartram – 6400 Brooks Bartram Dr, Jacksonville, FL 32258
 - Installation of Premise Distribution System & Fiber Optic Cabling
 - Approx. State Date: 08/2021
 - Approx. End Date: 03/2022

- University of North Florida
 - Randy Jones
 - 904-620-1409
 - N01039109@unf.edu
 - Building 8 2nd Floor Remodel – 1 UNF Drive, Jacksonville, FL 32224
 - Renovation & Installation of Cat 6, Cat6A Cables & Fiber Optic Cabling
 - Approx. Start Date: 07/2022
 - Approx End Date: 02/2023
- Mil-Con Electric
 - Andy Anderson
 - 904-509-0647
 - Andy.Anderson@mil-con.com
 - B797 Pratt & Whitney Comms Install – NAS Jax 6801 Roosevelt Blvd, Jacksonville, FL 32212
 - Installation of Premise Distribution System, Cat6A Cabling, Fiber Optic Cabling, & OSP Copper Cabling,
 - Approx. State Date: 01/2023
 - Approx. End Date: 03/2023

FORM 8

EXPERIENCE

Provide resumes of key personnel, their disciplines, respective roles, education, licenses and their experience etc. Present a concise outline of specific services your firm/team is qualified and prepared to provide.

**TIETJEN
TECHNOLOGIES
INC.**

ATTACHMENT B



HONESTY AND QUALITY

51 WEST 7th STREET, ATLANTIC BEACH, FLORIDA 32233 Ph: (904) 270-0070 Fax: (904) 246-7240

Daytona, FL (386) 864-2383
FL: EC 0002234

www.cableTTI.com

Brunswick, GA (912) 248-0265
GA: LVU 406220

CORPORATE RESUME

TIETJEN TECHNOLOGIES INC.

51 West 7th Street
Atlantic Beach, Florida 32233

(904) 270-0070
www.cableTTI.com

COMPANY PROFILE

Tietjen Technologies Inc.
 51 West 7th Street
 Atlantic Beach, FL 32233
 Phone: (904) 270-0070
 Fax: (904) 246-7240

Ian S. Tietjen, President, RCDD
 Cell Phone: (904) 219-9203
 Email: Ian.Tietjen@cableTTI.com

Date of Incorporation: 09/01/1994
 State of Incorporation: Florida
 Document Number: P94000064516

Officers:	President	Ian S. Tietjen
	Vice President	Doug Moreland
	Vice President	Ernie Brewbaker
	Secretary	Bridget Reyes

Tietjen Technologies team of BICSI certified personnel along with our support staff can provide the highest quality installation and professional services available in today's marketplace. Our services include installation of Premise Distribution Systems and outside plant construction throughout North and Central Florida and southern Georgia. We are proud of our dedicated, highly trained and hardworking team of installers and office support staff. Our motto is **Honesty & Quality**, and we stand behind all our work.

LICENSES

State of Florida Electrical Contractor Certified License: EC0002234

State of Georgia Low Voltage – Unrestricted License Number: LVU406220

Occupational Licenses:	City of Jacksonville	#097049-0000-3
	City of Atlantic Beach	#03-04078
	City of Daytona Beach	#BT-71735
	City of Brunswick	#28075
	Osceola County	#2002121
	Volusia County	#20120524003

Federal ID# 59-3262755

Dunn & Bradstreet# 17-944-3312

EXPERIENCE

BICSI RCDD on staff
 BICSI Certified Technicians
 Belden IBDN Certified System Installer
 Corning Certified NPI
 CommScope Certified Uniprise Installer
 CommScope Certified Systimax Installer
 Hubbell MCCI Certified Installer
 Panduit Certified Installer
 Siecor Certified OTDR
 TE Connectivity Certified Installer
 Axis
 Bosch
 Ortronics/Berk-Tek
 Sumitomo/FutureFlex

As your Structured Cabling Contractor, we will provide you or your customer with the Highest Quality Installation and Professional Service available today! We provide service to new commercial and existing structures, established businesses and residences. We have provided services for: schools, medical institutions-including nursing homes, government and private office structures, warehouses, law enforcement agencies, airports, military bases and prisons.

We are licensed in Florida and Georgia and can provide any cabling needs you have. We maintain a steady workforce of 30-35 employees. We are proud of our highly qualified, hard-working team, most of which have been with us for five to ten years. Our work is warranted for labor as well as material and we stand behind our word.

We specialize in quality Fiber Optic Voice and Data Cabling, Termination & Certification.

We design and install network cabling systems from 1 to 6000 ports.

We design, install and maintain backbone distribution systems.

We perform Communications Room conversions and clean ups.

We can test all Categories of cable.

We Trouble Shoot / Repair / Certify Fiber Optic Cable including: Fusion Splicing, OTDR testing as well as Tier 1 Certifications.

We install and maintain IP & Analog CCTV systems, CATV and Bosch Access Easy Card Access Systems.



CERTIFICATE OF AUTHORIZATION

Presented To:
Tietjen Technologies
as a
Solution Provider
for SYSTIMAX Enterprise Infrastructure
Approved Territory:
Florida

A handwritten signature in blue ink that reads "Ernest Pickens".

Ernest Pickens
SVP ISPC & Enterprise Markets

2023

Program Year

7880

Partner ID



CERTIFICATE OF AUTHORIZATION

Presented To:
Tietjen Technologies
as a
Solution Provider
for UNIPRISE Enterprise Infrastructure
Approved Territory:
Florida

A handwritten signature in blue ink that reads "Ernest Pickens".

Ernest Pickens
SVP ISPC & Enterprise Markets

2023

Program Year

7880

Partner ID



Corning Optical Communications Network of Preferred Installers

Tietjen Technologies Inc.

Certified Member
2023 Member in Good Standing



A handwritten signature in black ink that reads "Andrew Bell".

Andrew Bell, Program Manager
Network of Preferred Installers
Optical Communications, IBN/DC

A handwritten signature in black ink that reads "Andrew Jackson".

Andrew Jackson, Vice President
OCO Marketing
Optical Communications

Rendered: Tue Jan 17 20:01:57 GMT 2023

PANDUIT CORP.

HEREBY RECOGNIZES

Tietjen Technologies Inc

Atlantic Beach, Florida (United States)

As a Silver Panduit Certified Installer (PCI), authorized to Deploy Panduit® Network Infrastructure Solutions and participate in the Certification PlusSM System Warranty Program.

Partner Since: 6-6-2011

Date Printed: 2-10-2023

*This certificate is only valid, and a Certification Plus System Warranty will only be issued, if the required number of company employees are current in their Panduit trainings at all times. It is the responsibility of the company to ensure their employees renew their training certifications at the required intervals. The company has access to all employee training certifications and expiration dates. This certificate can extend no longer than 2 years from the date it is printed.





Hubbell Premise Wiring[®]

Division of HUBBELL INCORPORATED (Delaware)

Tietjen Technologies, Inc.
located in
Atlantic Beach, Florida

*is a Certified Installer Company for the Hubbell Premise Wiring
MISSION CRITICAL[®] Program*

Certified Since 2005

Michael R. O'Connor, RCDD/NTS
Senior Director - Premise Wiring Business Unit

March 23, 2023
Expires March 23, 2024





FutureFLEX® Air-Blown Fiber Solution Licensed FutureFLEX® Installer (LFI)

Tietjen Technologies Inc.

L0805102

Sub-License Registration Number

12/31/2023

Valid Through

A handwritten signature in blue ink, appearing to read "J. John Sand".

Director of Product Management



05/09/2008

Licensed Since

Ian S. Tietjen, RCDD

Founder of Tietjen Technologies in August 1994 and currently serves as President, Project Manager and Estimator. While Tietjen Technologies is a small company, Ian has strived to produce a quality product and to extend a higher level of service to his customers through the implementation of teamwork involving everyone in the organization.

He has worked in the electrical industry for thirty years and is a State of Florida Certified Unlimited Electrical Contractor and an RCDD. Over the years he has gained extensive experience in Electrical, Structured Cabling and Building Automation Systems for large and small projects in public and private facilities.

Ian holds the following licenses and certifications:

- BICSI Registered Communications Distribution Designer (since 2001)
- BICSI Introduction to Customer-Owned Outside Plant
- BICSI Protection for the Modern Telecommunications Network
- County of Duval Master Electrician (since 1986)
- State of Florida Certified Electrical Contractor (since 1991)
- City of Jacksonville Construction Trades Qualifying Board (since 1991)
- State of Georgia Construction Industry: Low Voltage – Unrestricted (since 2009)
- Anixter Structured Cabling Solutions Baseband & Broadband
- Florida FASA/BASA Course
- Hubbell Premise Wiring Mission Critical Program
- ADC/Krone TrueNet Installer Certification
- ADC/Krone Building for Bandwidth
- Circa Surge Protection selection and Troubleshooting
- Fluke Networks Certified Cabling Test Technician
- Siecor TR-13-CS Specialized Fiber Optics Course
- Corning TS-FSD-400 Fiber Optic Design for MM and SM Optical LAN
- Corning TS-LAN-500 Hands On Installation Tech Course for MM and SM Optical LAN
- Corning Fiber Optic Preterminated Solutions Technology
- National Electrical Code Update – 1996, 2002, 2004, 2006, 2008 NEC Changes
- AXIS IP Cameras
- Sumitomo Electric FutureFLEX Installation Standards Course
- Sumitomo Electric FutureFLEX Installation Standards for Air-Blown Fiber Systems
- Anixter Integrated Physical Security Seminar
- Ortronics Certificate of Accomplishment
- Bosch Divar MR-Digital video Recorder Certificate
- Bosch Access Easy Controller Basic Certificate
- Rectorseal Firestopping Basic Field Training
- Construction Site Safety
- Safety Leadership Development for Supervisors

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®**

IS AWARDED TO

Ian S Tietjen

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 111439

Registration Start Date: 01-01-2021

Registration End Date: 12-31-2023



Bicsi
RCDD

Since

07-17-1999

Todd W. Taylor

Todd W. Taylor, RCDD, NTS, OSP
BICSI President

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

If you set your printer to "Landscape" mode the certificate and wallet card will print larger then printing in "Portrait" mode (your printer default). To save a digital version of your certificate just export or print/save it as a pdf.

**COMPLIANCE TRAINING**
ONLINE.com.....

Certificate
of completion



Presented to:
Ian Tietjen

Permit & Non-permit Confined Space Entry
OSHA 29 CFR 1910.146 Training

certificate number: 77F060C4-66F2-11EB-95C6-0050568D5CA3
Trained & Tested at: www.ComplianceTrainingOnline.com
HRS/CEU/CME: 2.0/0.2/2.0

Tested On: 2/4/21
Valid Thru: No Expiration

Signed: **CTO**

**COMPLIANCE TRAINING**
ONLINE.com.....

Certificate
of completion



Presented to:
Ian Tietjen

Valid Thru: No Expiration
Permit & Non-permit Confined Space Entry
OSHA 29 CFR 1910.146 Training

CERTIFICATE OF TRAINING

LET IT BE KNOWN THAT

Ian Tietjen

HAS SUCCESSFULLY COMPLETED THE TRAINING REQUIREMENTS
OF THE FUTUREFLEX® INSTALLATION STANDARDS COURSE



FutureFLEX®
AIR-BLOWN FIBER® SOLUTIONS

ISSUE DATE:
03/01/2023

VALID UNTIL:
03/01/2025

Bicsi
CONTINUING EDUCATION
CREDIT PROVIDER

Event ID: OV-SUMI-NC-0321-1
BICSI CECs Awarded: 6



**SUMITOMO ELECTRIC
LIGHTWAVE**

Approved by:

Kurt Jempelman

Director of Engineering and Training

Criminal Justice Information Services Security Awareness Training



This is to certify that
IAN TIETJEN
has successfully completed the
Level 4 Security Awareness Certification

01/19/2023

Certification Date



01/19/2025

Expiration Date

Douglas A. Fultz, Journeyman Technician

Doug began in the electrical field in 1988 and has held his Journeyman's license since 1995. He is well versed in residential, commercial, and industrial electrical and low voltage applications and installations.

His primary interest is in communications, and he has extensive experience with Structured Cabling Systems, CCTV Systems and Access and Control Systems. Doug is one of our lead installers for the Premise Distribution System projects for Volusia County School Board and Embry Riddle Aeronautical University where he has installed, tested and certified several copper and fiber optic projects which included backbone and horizontal distribution.

Doug holds the following licenses and certifications:

- Duval County Journeyman Electrician (since 1995)
- BICSI ITS Technician
- ADC TrueNet Installer Certification
- Hubbell Premise Wiring Mission Critical Program
- Ortronics Certificate of Accomplishment
- Panduit Certified Installer
- Corning Hands-on OTDR and Splicer Equipment Training
- Corning TS LAN 400, Optical Multimode Local Area Networks
- ADC Krone Building for Bandwidth
- Fluke Networks Certified Cabling Test Technician
- Sumitomo Electric FutureFLEX Installation Standards Course
- Sumitomo Electric FutureFLEX Installation Standards for Air-Blown Fiber Systems
- Construction Site Safety
- Trane Subcontractor Qualification Class
- Environmental Safety & Health Renovator Certification
- CPR/First Aid Certification
- AAF Certificate of Completion

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI TECHNICIAN

IS AWARDED TO

Doug a Fultz

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 219091

Registration Start Date: 02-01-2022

Registration End Date: 01-31-2025



Since

01-29-2016

Todd W. Taylor, RCDD, NTS, OSP
BICSI President

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

If you set your printer to "Landscape" mode the certificate and wallet card will print larger then printing in "Portrait" mode (your printer default). To save a digital version of your certificate just export or print/save it as a pdf.

**COMPLIANCE TRAINING**
ONLINE.com.....

Certificate
of completion



Presented to:
Douglas Fultz

Permit & Non-permit Confined Space Entry
OSHA 29 CFR 1910.146 Training

certificate number: 54CF8054-6321-11EB-95C6-0050568D5CA3
Trained & Tested at: www.ComplianceTrainingOnline.com
HRS/CEU/CME: 2.0/0.2/2.0

Tested On: 1/30/21
Valid Thru: No Expiration

Signed: **CTO**

**COMPLIANCE TRAINING**
ONLINE.com.....

Certificate
of completion



Presented to:
Douglas Fultz

Valid Thru: No Expiration
Permit & Non-permit Confined Space Entry
OSHA 29 CFR 1910.146 Training

CERTIFICATE OF TRAINING

LET IT BE KNOWN THAT

Douglas Fultz

HAS SUCCESSFULLY COMPLETED THE TRAINING REQUIREMENTS
OF THE FUTUREFLEX® INSTALLATION STANDARDS COURSE



FutureFLEX®
AIR-BLOWN FIBER® SOLUTIONS

ISSUE DATE:
03/01/2023

VALID UNTIL:
03/01/2025

Bicsi
CONTINUING EDUCATION
CREDIT PROVIDER

Event ID: OV-SUMI-NC-0321-1
BICSI CECs Awarded: 6



**SUMITOMO ELECTRIC
LIGHTWAVE**

Approved by:

Director of Engineering and Training

Douglas G. Moreland, Journeyman Technician

A twenty-five year veteran in the electrical industry and possessing Journeyman's licenses in Duval and St. Johns Counties since 1987. Doug specializes in low voltage and has twelve years experience installing, troubleshooting, and repairing low voltage systems to include copper and fiber structured cabling. Doug's work experience encompasses a variety of electrical and low voltage projects in nuclear facilities, hospitals, and schools, as well as commercial and residential.

Currently Doug is Estimator and Project Manager for our Building Automation Systems (BAS) projects. In the last few years, our BAS projects have encompassed a variety of sites, including military bases, institutions and commercial projects.

Doug holds the following licenses and certificates:

- BICSI ITS Technician
- Duval County Journeyman Electrician (since 1987)
- St. Johns County Journeyman Electrician (since 1987)
- ADC/Krone Building for Bandwidth
- ADC TrueNet Installer Certification
- Hubbell Premise Wiring Mission Critical program
- Ortronics Certificate of Accomplishment
- Panduit Certified Installer
- Corning TS LAN 400, Optical Multimode Local Area Networks
- Sumitomo Electric FutureFLEX Installation Standards Course
- Sumitomo Electric FutureFLEX Installation Standards for Air-Blown Fiber Systems
- Trane Ingersoll Rand Subcontractor Qualification Class
- AAF Certificate of completion

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI TECHNICIAN

IS AWARDED TO

Douglas G Moreland

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 289267

Registration Start Date: 05-01-2022

Registration End Date: 04-30-2025



Since 04-22-2016

Carol E. Oliver

Carol Everett Oliver, RCDD, DCDC, ESS
BICSI Board President

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

CERTIFICATE OF TRAINING

LET IT BE KNOWN THAT

Douglas Moreland

HAS SUCCESSFULLY COMPLETED THE TRAINING REQUIREMENTS
OF THE FUTUREFLEX® INSTALLATION STANDARDS COURSE



FutureFLEX®
AIR-BLOWN FIBER® SOLUTIONS

ISSUE DATE:
03/01/2023

VALID UNTIL:
03/01/2025

Bicsi
CONTINUING EDUCATION
CREDIT PROVIDER

Event ID: OV-SUMI-NC-0321-1
BICSI CECs Awarded: 6



 **SUMITOMO ELECTRIC
LIGHTWAVE**

Approved by:

Director of Engineering and Training

Certificate of Completion

Tripp Lite recognizes

doug moreland

for completing the BICSI-recognized online course:

Cables and Connectivity Solutions

This certificate is valid for two years.

March 02 2022



Dave Goss, Training Developer

Bicsi
CONTINUING EDUCATION
CREDIT PROVIDER

TRIPP-LITE

Event ID: OV-TRIPP-IL-0620-1

BICSI CECs Awarded: 1

Certificate of Completion

Tripp Lite recognizes

doug moreland

for completing the BICSI-recognized online course:

Power Distribution Units (PDUs)

This certificate is valid for two years.

March 02 2022



Dave Goss, Training Developer

Bicsi
CONTINUING EDUCATION
CREDIT PROVIDER

TRIPP-LITE

Event ID: OV-TRIPP-IL-0620-9

BICSI CECs Awarded: 1

Certificate of Completion

Tripp Lite recognizes

doug moreland

for completing the BICSI-recognized online course:

Surge Solutions

This certificate is valid for two years.

March 02 2022



Dave Goss, Training Developer

Bicsi
CONTINUING EDUCATION
CREDIT PROVIDER

TRIPP-LITE

Event ID: OV-TRIPP-IL-0620-5

BICSI CECs Awarded: 1

If you set your printer to "Landscape" mode the certificate and wallet card will print larger then printing in "Portrait" mode (your printer default). To save a digital version of your certificate just export or print/save it as a pdf.



Asbestos Consulting & Training Systems

2835 N.W. 12TH Avenue, Fort Lauderdale, Florida 33311

***This is to Certify that
Douglas Moreland***



1242 Nipigon Ave. S, Jacksonville, FL. 32233

has successfully completed an English

Asbestos Worker Course

3-Apr-23

TO

6-Apr-23

and has completed the requisite training for TSCA

Meets state requirements of 326 IAC (IDEM) and FL49-0001020/CN-0006268.

NDAAC Provider #451

Trainer(s): Alberto Ania

Training Address: 4241 Baymeadows Rd Suite 1

Successful course completion based on exam score on: 6-Apr-23

This Certificate Expires:

5-Apr-24



0 4 / 0 5 / 2 4

Processed By:

Seagull

To Authenticate Certificate

www.seagulltraining.com

1-800-966-9933

UNDER CIVIL AND CRIMINAL PENALTIES OF LAW FOR MAKING OR
SUBMISSION OF FALSE OR MISLEADING STATEMENTS OR
REPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 1005), I CERTIFY
THAT THIS TRAINING COMPLY WITH ALL FEDERAL
REQUIREMENTS OF TITLE IV OF THE TOXIC SUBSTANCE CONTROL
ACT (TSCA) PART 745 OR ANY OTHER APPLICABLE
FEDERAL, STATE, OR LOCAL REQUIREMENTS.

James F. Stump, Course Sponsor

Certificate Number:



1 9 1 9 7 8

Course Number: JS2315

Guy (Marty) Thrower, Project Manager

A professional in the Structured Cabling Industry for over thirty years, Marty is experienced in the design, engineering, and installation of; coax, copper (Cat 5 and Cat 6) and fiber optic cabling. As the former President of GT Communications Inc., he has proven leadership skills and has managed projects of various sizes earning himself an impeccable reputation for his professional and technical skills.

Marty holds the following licenses and certificates:

- BICSI ITS Technician
- Siecor Certified in Fiber Optic Design and Installation
- Systimax SCS Design and Installation
- Belden Design and Installation
- AT&T Copper Cable Placement & Termination
- Nordx/CDT Design and Installation
- Lucent Fiber Optic Installation & Splicing
- Ortronics Premise Cabling Installation
- Leviton Premise Cabling Installation
- Hubbell Premise Cabling Installation

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI TECHNICIAN

IS AWARDED TO

Guy M Thrower

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 386439

Registration Start Date: 08-07-2022

Registration End Date: 08-31-2025



Since 08-07-2022

Carol E. Oliver

Carol Everett Oliver, RCDD, DCDC, ESS
BICSI Board President

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

A decorative graphic on the left side of the page consisting of a grid of squares in various shades of gray, arranged in a pattern that tapers to the right.

Marty Thrower

IS HEREBY RECOGNIZED AS A

Panduit® Certified Technician (PCT)

who has completed the Network Infrastructure Cabling Deploy Certification
Certification on 07/26/2022

This certificate is only valid for employees or representatives
of an active Panduit ONESM Partner company.

Date of Expiration:
07/25/2024

The logo for Panduit ONE Certified Technician. It features the word "PANDUIT" in a large, bold, black sans-serif font. Below it, the word "ONE" is in a large, bold, blue sans-serif font. To the right of "ONE", the words "CERTIFIED" and "TECHNICIAN" are stacked vertically in a smaller, black sans-serif font, separated by a vertical line.

PANDUIT
ONE | CERTIFIED
TECHNICIAN

A decorative graphic at the bottom of the page consisting of a grid of squares in various shades of blue and gray, arranged in a pattern that tapers to the right.

CERTIFICATE OF TRAINING

LET IT BE KNOWN THAT

Guy Thrower

HAS SUCCESSFULLY COMPLETED THE TRAINING REQUIREMENTS
OF THE FUTUREFLEX® INSTALLATION STANDARDS COURSE



FutureFLEX®
AIR-BLOWN FIBER® SOLUTIONS

ISSUE DATE:
03/01/2023

VALID UNTIL:
03/01/2025

Bicsi®
CONTINUING EDUCATION
CREDIT PROVIDER

Event ID: OV-SUMI-NC-0321-1
BICSI CECs Awarded: 6



 **SUMITOMO ELECTRIC
LIGHTWAVE**

Approved by:



Director of Engineering and Training

Michael J Hawkins, Project Manager

Michael began his career in the electrical industry in 1998, Michael specializes in low voltage and has over 9 years' experience installing, troubleshooting, and repairing low voltage systems to include copper and fiber structured cabling.

Michael is our lead installer for the Premise distribution System Projects for St. Johns County School Board where he has installed, tested, and certified copper and fiber optic projects which included backbone and horizontal distribution.

Michael holds the following Certifications and Badging:

- BICSI Certified Technician
- Corning Certified
- Fire Alarm System Training
- Systimax SCS Design and Installation
- JLA Badge
- Leviton Premise Cabling Installation
- Hubbell Premise Cabling Installation
- Sumitomo Electric FutureFLEX Installation Standards Course
- Sumitomo Electric FutureFLEX Installation Standards for Air-Blown Fiber Systems
- Fluke Networks Certified Cabling Test Technician
- Corning Hands-on OTDR and Splicer Equipment Training

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI TECHNICIAN

IS AWARDED TO

Michael Hawkins

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 286547

Registration Start Date: 05-01-2022

Registration End Date: 04-30-2025



Since 04-22-2016

Carol E. Oliver

Carol Everett Oliver, RCDD, DCDC, ESS
BICSI Board President

John H. Daniels

John H. Daniels, CNM, FACHE, FHIMSS
BICSI Chief Executive Officer

CERTIFICATE OF TRAINING

LET IT BE KNOWN THAT

Michael Hawkins

HAS SUCCESSFULLY COMPLETED THE TRAINING REQUIREMENTS
OF THE FUTUREFLEX® INSTALLATION STANDARDS COURSE



FutureFLEX®
AIR-BLOWN FIBER® SOLUTIONS

ISSUE DATE:
03/01/2023

VALID UNTIL:
03/01/2025

Bicsi
CONTINUING EDUCATION
CREDIT PROVIDER

Event ID: OV-SUMI-NC-0321-1
BICSI CECs Awarded: 6



**SUMITOMO ELECTRIC
LIGHTWAVE**

Approved by:

Director of Engineering and Training

Certificate of Completion

Tripp Lite recognizes

Mike Hawkins

for completing the BICSI-recognized online course:

Cables and Connectivity Solutions

This certificate is valid for two years.

March 15 2022



Dave Goss, Training Developer



Event ID: OV-TRIPP-IL-0620-1

BICSI CECs Awarded: 1

Certificate of Completion

Tripp Lite recognizes

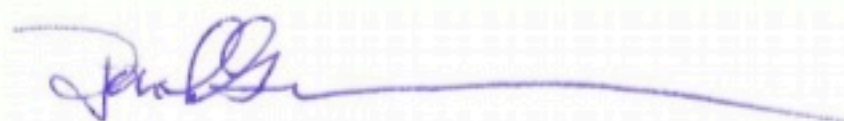
Mike Hawkins

for completing the BICSI-recognized online course:

Power Distribution Units (PDUs)

This certificate is valid for two years.

March 15 2022



Dave Goss, Training Developer

Bicsi
CONTINUING EDUCATION
CREDIT PROVIDER

TRIPP-LITE

Event ID: OV-TRIPP-IL-0620-9

BICSI CECs Awarded: 1

Certificate of Completion

Tripp Lite recognizes

Mike Hawkins

for completing the BICSI-recognized online course:

UPS Systems Basics

This certificate is valid for two years.

March 15 2022



Dave Goss, Training Developer



Event ID: OV-TRIPP-IL-0620-10

BICSI CECs Awarded: 1

TIETJEN **T**ECHNOLOGIES **I**NC.

ATTACHMENT B

HONESTY AND QUALITY



51 WEST 7th STREET, ATLANTIC BEACH, FLORIDA 32233 Ph: (904) 270-0070 Fax: (904) 246-7240

Daytona, FL (386) 864-2383
FL: EC 0002234

www.cableTTI.com

Brunswick, GA (912) 624-8977
GA: LVU 406220

Tietjen Technologies Inc employees are BICSI, Corning, Panduit, and Sumitomo Certified (certifications provided in bid package). We provide the highest quality Fiber Optic Terminations with all types of Fiber Optic Connectors including Fusion Splicing.

TIETJEN **T**ECHNOLOGIES **I**NC.

ATTACHMENT B

HONESTY AND QUALITY

Bicsi[®]
CORPORATE
MEMBER

51 WEST 7th STREET, ATLANTIC BEACH, FLORIDA 32233 Ph: (904) 270-0070 Fax: (904) 246-7240

Daytona, FL (386) 864-2383
FL: EC 0002234

www.cableTTI.com

Brunswick, GA (912) 624-8977
GA: LVU 406220

Tietjen Technologies Inc Underground Cable Locating Equipment – Progressive Electronics – Model 500



Tietjen Technologies Inc.

HONESTY AND QUALITY

Bicsi
CORPORATE
MEMBER

51 WEST 7th STREET, ATLANTIC BEACH, FLORIDA 32233 Ph: (904) 270-0070 Fax: (904) 246-7240

Daytona, FL (386) 864-2383
FL: EC 0002234

www.cableTTI.com

Brunswick, GA (912) 624-8977
GA: LVU 406220

Tietjen Technologies Inc owns termination equipment for 3M, ATC, Corning Systems, Panduit and Amp Installations



HONESTY AND QUALITY

51 WEST 7th STREET, ATLANTIC BEACH, FLORIDA 32233 Ph: (904) 270-0070 Fax: (904) 246-7240

Daytona, FL (386) 864-2383
FL: EC 0002234

www.cableTTI.com

Brunswick, GA (912) 624-8977
GA: LVU 406220

Tietjen Owned – Testing Equipment Information

Fluke Versiv 5000

FLUKE - VERSIV 5000 MAIN	3801556	
FLUKE - VERSIV 5000 REMOTE	3870199	
VERSIV COPPER MOD	3766157	01/19/2024
VERSIV COPPER MOD	3772127	01/19/2024
PERMALINK PLA004	3862140	
PERMALINK PLA004	3862139	
CHANNEL ADAPTER DSX-CHA004	3773213	
CHANNEL ADAPTER DSX-CHA004	3773329	

FLUKE - VERSIV 5000 MAIN	3084638	
FLUKE - VERSIV 5000 REMOTE	3077035	
VERSIV COPPER MOD	3114120	03/01/2024
VERSIV COPPER MOD	3126150	03/01/2024
PERMALINK PLA004	3744093	
PERMALINK PLA004	3744094	
CHANNEL ADAPTER DSX-CHA004	4731235	
CHANNEL ADAPTER DSX-CHA004	4731149	

FLUKE - VERSIV 5000 MAIN	2738596	
FLUKE - VERSIV 5000 REMOTE	2736276	
VERSIV COPPER MOD	2820230	10/19/2023
VERSIV COPPER MOD	2820308	10/19/2023
PERMALINK PLA004	3254097	
PERMALINK PLA004	3254098	
CHANNEL ADAPTER DSX-CHA004	3392349	
CHANNEL ADAPTER DSX-CHA004	3392533	

Fluke Versiv 8000

FLUKE - VERSIV 8000 MAIN	18275046	
FLUKE - VERSIV 8000 REMOTE	18260096	
VERSIV COPPER MOD	1824458	8/2/2023
VERSIV COPPER MOD	1824386	8/2/2023
PERMALINK PLA004	4281029	
PERMALINK PLA004	4281030	
CHANNEL ADAPTER DSX-CHA804	18163771	
CHANNEL ADAPTER DSX-CHA804	18132720	

FLUKE - VERSIV 8000 MAIN	3774728	
FLUKE - VERSIV 8000 REMOTE	3276136	
VERSIV COPPER MOD	1715197	11/22/2023
VERSIV COPPER MOD	1715299	11/22/2023
PERMALINK PLA004	3764046	
PERMALINK PLA004	3764047	
CHANNEL ADAPTER DSX-CHA804	1706048	
CHANNEL ADAPTER DSX-CHA804	1706062	

FLUKE - VERSIV 8000 MAIN	18275094	
FLUKE - VERSIV 8000 REMOTE	18260090	
VERSIV COPPER MOD	1824385	03/21/2024
VERSIV COPPER MOD	1824355	03/21/2024
PERMALINK PLA804	18132707	
PERMALINK PLA804	18132651	
CHANNEL ADAPTER DSX-CHA804	4281027	
CHANNEL ADAPTER DSX-CHA804	4281028	

Fluke Power Meter

POWER METER CFP-QUAD	3227504	03/01/2024
POWER METER CFP-QUAD	3227503	03/01/2024

Fluke OTDR Modules

VERSIV QUAD-OTDR	17200603	07/25/2023
VERSIV QUAD-OTDR	3049609	05/18/2023
VERSIV QUAD-OTDR	21097628	03/20/2024

FORM 9

REFERENCES

Submit the names of at least three (3) organizations that you or your firm has performed the same size and type of services. Give a contact name with each reference.

The City reserves the right to conduct reference checks for firms or individuals submitting responses. In the event that information obtained from the reference checks reveals concerns about the respondent's past performance or their ability to successfully perform the contract to be executed, based on this RFQ and subsequent RFQs, the City may, at its sole discretion, determine that the respondent is not the most qualified firm and may select the next highest-ranked respondent whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the respondent.

HONESTY AND QUALITY



51 WEST 7th STREET, ATLANTIC BEACH, FLORIDA 32233 Ph: (904) 270-0070 Fax: (904) 246-7240

Daytona, FL (386) 864-2383
FL: EC 0002234

www.cableTTI.com

Brunswick, GA (912) 624-8977
GA: LVU 406220

REFERENCES

- Regency Electric
 - Bryan Bradshaw
 - 904-28 (Office)
 - Justin.Forfar@stjohns.k12.fl.us
- Carter Electric Company
 - Wake Gailey; Senior Vice-President
 - 386-255-1418
 - HWGailey@carterelectric.com
- University of North Florida
 - Randy Jones
 - 904-620-1409
 - n01039109@unf.edu
- Mil-Con Electric
 - Andy Anderson
 - 904-509-0647
 - Andy.Anderson@Mil-Con.com
- Giles Electric
 - Jason Morgan
 - 386-767-5895
 - Jason.Morgan@gileselectriccompany.com

RFQ #02-2223

Fiber Optic & Network Drop Services



City of Jacksonville Beach

Property and Procurement Division

1460A Shetter Ave., Jacksonville Beach, FL 32250

Tel: 904-247-6229

Receipt for RFP/Bid/RFQ

Circle one

RFP / Bid / RFQ number:

02-2223

Initials of receiver:

DC

Respondent:

Tietjen Technologies

Date/time received:

APR 19 23 8:54 AM

Open Date:

04-19-2023



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	06/18/2024
SUBJECT:	Assignment, Assumption, and Consent Agreement with Mariner Institutional, LLC

BACKGROUND

AndCo Consulting, LLC, formerly known as the Bogdahn Group, provides investment performance monitoring and advisory services for the City's operating investment portfolio. AndCo has undergone a name change and change in ownership to Mariner Institutional, LLC, which necessitates an assignment, assumption, and consent agreement. All other provisions of the original Agreement remain the same.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve an Assignment, Assumption, and Consent Agreement with Mariner Institutional, LLC, for Investment Performance Monitoring and Advisory Services

ATTACHMENTS

1. Assignment, Assumption, and Consent Agreement for Agreement for Investment Performance Monitoring and Advisory Services

**ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT
FOR THE AGREEMENT FOR INVESTMENT PERFORMANCE MONITORING
AND ADVISORY SERVICES BETWEEN ANDCO (F/K/A THE BOGDahn GROUP)
AND THE CITY OF JACKSONVILLE BEACH, FLORIDA**

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT ("Agreement") for the Agreement for Investment Performance Monitoring and Advisory Services Between AndCo Consulting, LLC (f/k/a Bogdahn Consulting d/b/a The Bogdahn Group), and the City of Jacksonville Beach, Florida is made and entered into by and among the City of Jacksonville Beach, Florida ("City"), a municipal corporation organized and existing under the laws of the City of Florida and Mariner Institutional, LLC (*formerly known as AndCo Consulting, LLC*) ("Contractor") and is effective as of the closing date (April 2, 2024) ("Effective Date") of the acquisition of AndCo Consulting, LLC by Mariner, LLC ("the "Acquisition").

WHEREAS City and Contractor entered into that certain Agreement for Investment Performance Monitoring and Advisory Services dated effective as of June 1, 2010, which is attached hereto as Exhibit A ("Original Agreement");

WHEREAS City and Contractor entered into an Amendment to the Original Agreement increasing Contractor's annual fees, which is attached hereto as Exhibit B ("Amendment");

WHEREAS, the Acquisition is resulting in an "Assignment" of the Original Agreement under applicable federal securities laws; specifically under that definition whereby a change in control is deemed an assignment; and

WHEREAS, AndCo Consulting, LLC assumed the new name, Mariner Institutional, LLC, effective as of the Effective Date, and has retained its form of organization as a Florida limited liability company Exhibit C ("Name Change Certificate"); and

WHEREAS, the City and Contractor desire to enter into this Agreement to reflect the continued effectiveness of the Original Agreement and the assignment and assumption of the terms, conditions, duties, liabilities, responsibilities, and obligations of AndCo Consulting, LLC (f/k/a Bogdahn Consulting d/b/a The Bogdahn Group) under the Original Agreement without limitation, to address certain provisions regarding Contractor's name, and to include the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Agreement), the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Except as otherwise defined herein, all terms shall have the meanings assigned to them in the Original Agreement.

2. All references in the Original Agreement to AndCo Consulting, LLC, shall be deemed to be references to Mariner Institutional, LLC.

3. **OBLIGATIONS AND INSURANCE.** Mariner Institutional, LLC continues to be in a position to fully perform all obligations that may exist under the Original Agreement, including with the Original Agreement's insurance requirements. Accordingly, notwithstanding any provision to the contrary, within ten (10) calendar days, Contractor shall provide City with written

confirmation that Contractor remains in full compliance with all applicable insurance requirements set forth in the Original Agreement. Contractor's failure to provide such timely written confirmation shall constitute material breach of the Original Agreement and shall entitle City to all applicable remedies. Evidence of compliance is attached as Exhibit D ("Certificate of Insurance").

4. **NOTICES.** Unless otherwise notified by Contractor, any notice to be provided pursuant to the Original Agreement shall be delivered to Contractor at the following address:

Mariner Institutional, LLC
Attn: Chief Compliance Officer
531 W Morse Blvd, Suite 200
Winter Park, FL 32789
institutionalcompliance@mariner.com

5. **BINDING EFFECT.** All provisions, covenants, and agreements herein shall be binding upon and inure to the benefit of, and be enforceable by or against, the parties hereto and their respective successors and assigns.

6. **THIRD-PARTY BENEFICIARY.** This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement.

7. **INTEGRATED AGREEMENT; MODIFICATION.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties.

8. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

9. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

10. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

11. Except as set forth herein, the Original Agreement is hereby ratified and confirmed in all respects and remains in full force and effect.

12. This Assignment shall be effective as of the Effective Date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as _____, 2024.

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:

Sign: _____
Print: Michael J. Staffopoulos
Title: City Manager
Date: _____

David Migut, City Attorney

MARINER INSTITUTIONAL, LLC

Sign: _____
Print: Sara Searle
Title: VP, Compliance and CCO
Date: _____

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
MARINER INSTITUTIONAL, 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: _____

AGREEMENT FOR INVESTMENT PERFORMANCE MONITORING AND ADVISORY SERVICES

THIS AGREEMENT entered into this 1st day of June, 2010 between **BOGDAHN CONSULTING, LLC. (dba The Bogdahn Group**, hereinafter called "Consultant"), and **CITY OF JACKSONVILLE BEACH** (hereinafter called "client").

WITNESSETH:

WHEREAS, Consultant is in the business of providing investment performance monitoring and advisory services; and

WHEREAS, Client is vested with the authority and responsibility for the investment and administration of the treasury portfolio assets of the **CITY OF JACKSONVILLE BEACH** (hereinafter referred to as the "Portfolio") and;

WHEREAS, Client desires Consultant to provide investment performance monitoring and advisory services with respect to the Portfolio;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, the parties agree as follows:

A. SERVICES OF CONSULTANT

1. Investment Policy/Guidelines Development & Review.
2. Asset Allocation Consulting & Reviews.
3. Measurement by Objective/Performance Analysis with monthly written reports and oral presentations to Finance Officer and staff.
4. Monitor and report on investment manager's compliance with the portfolio documents and investment policy on a quarterly basis.
5. Perform manager search and/or issue general RFPs if necessary.
6. Portfolio rebalancing
7. Fee reviews / audits
8. Reports shall include:
 - ◆ Gross and net of fee performance for the total fund relative to index and peer universe, including rolling period returns
 - ◆ Individual manager performance relative to an index and peer universe
 - ◆ Cash flow analysis. Contributions and Distributions at the Portfolio level
 - ◆ Coupon and Dividend Payments
 - ◆ Appreciation and Depreciation Reports
 - ◆ Complete Transparency of portfolio activity for quarter and Fiscal year
 - ◆ Risk measures to include beta, standard deviation, up/down capture ratios
 - ◆ Portfolio Appraisals
9. Any other duties generally consistent with investment consulting as may be requested by Investment Committee.
10. Provide Client with notification of Investment Manger compliance issues.

B. RESPONSIBILITIES OF CLIENT

Client agrees to provide or cause its accountants, trustees, investment managers and legal advisors to provide information regarding income, investment performance, and other pertinent matters relating to the Portfolio as requested by Consultant from time to time. Client, through its authorized representative, also agree to communicate the Portfolio's needs and goals to Consultant and to keep Consultant informed of changes in Client's situation, needs and goals. Consultant shall not be required to verify any information obtained from Client, Client's or Portfolio's Investment Committee and legal advisors and is expressly authorized to rely thereon.

C. CONFIDENTIALITY

All information and advice furnished by either party to the other, including their Agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon in writing or required by law. Consultant is herein given absolute authority by Client to disclose, provide copies of, and communicate information obtained from Client or developed by Consultant to Client's investment manager, Client's auditor and Client's attorney.

D. BASIS OF ADVICE

Client acknowledges that Consultant obtains information from wide variety of publicly available sources and certain private sources. The advice provided by Consultant to Client is based upon its analysis of such information.

E. REPRESENTATIONS OF CONSULTANT

1. Consultant is not the Client's investment manager nor is Consultant in any way compensated by nor does Consultant have any affiliation with any Portfolio investment manager; and
2. Should consultant hire an employee who previously worked for an investment manager of the Portfolio, said employee will not be assigned to perform any duties for Client for at least twenty four (24) months from date employee last provided services to Client; and
3. Consultant will make all calculations according to the Global Investment Performance Standards (GIPS) method of calculating time weighted rates of return; and
4. Consultant represents that there is no pending litigation or regulatory action against the firm, and will provide written notice to Client within 30 days of any future claim or action, and shall provide client with written affirmation at each anniversary date of agreement.

F. FEES TO CONSULTANT

In consideration of the services provided as outlined in Paragraph 'A' of this agreement, the Client shall pay an annual fee of \$33,000.00, billed quarterly in arrears.

G. MISCELLANEOUS

1. This Agreement shall be applicable only to the services individually prepared for Client. It shall not relate to any advice given by any person or persons not specifically designated by Consultant in writing to perform such services. By execution of this agreement, the Consultant acknowledges that it is a fiduciary of the Portfolio within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA") and Section 112.656, Florida Statutes.
2. Neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations, or interest herein without the prior express written consent of the other party.
3. This Agreement represents the complete agreement of the parties with regard to the subject matter and supersedes any prior understanding or agreement, oral or written.
4. This Agreement may be amended or revised only by an instrument in writing signed by Client and Consultant.
5. Client acknowledges receipt of Consultant's form ADV document.
6. The validity of this agreement and any of its terms, provisions, rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida.
7. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
8. This Agreement shall become effective upon execution.
9. Any action under this agreement shall be brought in Duval County.

H. TERMINATION

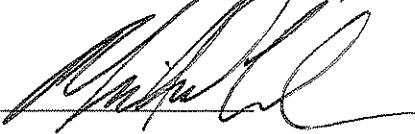
Client shall have the right to terminate this Agreement at any time upon written notice to Consultant. Consultant may terminate this Agreement at any time on ninety (90) days written notice and charges, if any, for services completed will be prorated based on the total fees as set forth in Paragraph F.

I. PUBLIC ENTITY CRIMES BILL.

Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Neither Bogdahn Consulting nor any of its employees have ever been placed on the convicted vendor list.

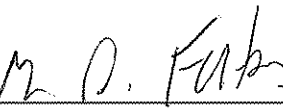
IN WITNESS WHEREOF, the Client has signed duplicates hereof, and consultant had caused its corporate name to be signed to said duplicates by its proper officers thereunder duly authorized on the day and in the year first above written.

BOGDAHN CONSULTING, LLC.

By: 
As Principal

CITY OF JACKSONVILLE BEACH

By: 
As Mayor

By: 
As City Manager

AMENDMENT 1

**TO THE AGREEMENT FOR INVESTMENT PERFORMANCE MONITORING
AND ADVISORY SERVICES
DATED JUNE 1, 2010**

**BETWEEN
CITY OF JACKSONVILLE BEACH
AND**

BOGDAHN CONSULTING, LLC, D/B/A THE BOGDAHN GROUP

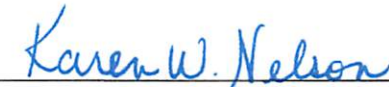
Fees to Consultant in Section F shall be increased to \$42,000.00 annually, billed quarterly in arrears, effective October 1, 2016, and will be guaranteed not to increase for three (3) years after that date.

All other terms and conditions of the original agreement remain in full force and effect.

BOGDAHN CONSULTING, LLC,
D/B/A THE BOGDAHN GROUP

CITY OF JACKSONVILLE BEACH

Signed: 

Signed: 

Name: Richard Spurgeon

Name: Karen W. Nelson

Title: Chief Compliance Officer

Title: Chief Financial Officer

Date: 9/19/16

Date: September 19, 2016

State of Florida



Department of State

I certify the attached is a true and correct copy of Articles of Amendment, filed on March 27, 2024, to the Articles of Organization for ANDCO CONSULTING, LLC which changed its name to MARINER INSTITUTIONAL, LLC, a Florida limited liability company, as shown by the records of this office.

The document number of this limited liability company is L00000011719.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-second day of April, 2024

Cord Byrd
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT D

DATE (MM/DD/YYYY)

4/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Mid-America 9200 Ward Pkwy Suite 500 Kansas City MO 64114	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 816-708-4600 E-MAIL ADDRESS:	FAX (A/C, No): 816-817-5706
INSURED Mariner Institutional LLC 531 W Morse Blvd, Suite 200 Winter Park FL 32789	INSURER(S) AFFORDING COVERAGE INSURER A : Great Northern Insurance Company INSURER B : Federal Insurance Company INSURER C : Homeland Insurance Company of New York INSURER D : Pacific Employers Insurance Company INSURER E : Pacific Indemnity Company INSURER F : Old Republic Insurance Company	NAIC # 20303 20281 34452 22748 20346 24147

License#: 100101891

COVERAGES**CERTIFICATE NUMBER:** 1659819197**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			35942168WUC	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2473587919	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			79881102	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	2470441342 2470441343	4/1/2024 4/1/2024	4/1/2025 4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C F	E&O/D&O Coverage Cyber/Privacy/Net Liab Excess E&O/D&O			82412072 720000334-0002 ORPRO 13 102264	9/15/2023 9/1/2023 4/2/2024	9/15/2024 9/1/2024 9/15/2024	Limit/Ded Ea. Claim/Agg-Ded Limit 8,000,000/500,000 \$5M/\$5M -150,000 7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*For Informational Purposes Only

CERTIFICATE HOLDER**CANCELLATION**

Mariner Institutional LLC
531 W Morse Blvd, Suite 200
Winter Park FL 32789

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Duston Scott, Benefits Administrator
DATE:	06/18/2024
SUBJECT:	Reappointment of Pension Board Members

BACKGROUND

Pursuant to the Jacksonville Beach Code of Ordinances Section 2-163.23 (b) Board of Trustees, the Police Officers' Pension Board consists of five members:

- (b) The board of trustees shall consist of the following five (5) individuals:
- (1) Two (2) members appointed by the City Council, who shall be residents of the city.
 - (2) Two (2) police officers who shall be elected by active police officers of the city.
 - (3) **A fifth member selected by the other four (4) members and appointed, as a ministerial act, by the city council.**

Pursuant to the Jacksonville Beach Code of Ordinances Section 2-164.23 (b) Board of Trustees, the Firefighters' Pension Board consists of five members:

- (b) The board of trustees shall consist of the following five (5) individuals:
- (1) Two (2) members appointed by the city council, who shall be residents of the city.
 - (2) Two (2) firefighters who shall be elected by active firefighters of the city.
 - (3) **A fifth member selected by the other four (4) members and appointed, as a ministerial act, by the city council.**

At their February 27, 2024, Joint Quarterly Pension Board meeting, the Police Officers' Pension Board of Trustees voted unanimously to reappoint John Gosztyla to serve as the fifth member. Mr. Gosztyla has indicated he would be willing to serve another two-year term.

At their February 27, 2024, Joint Quarterly Pension Board meeting, the Firefighters' Pension Board of Trustees voted unanimously to reappoint Deborah White to serve as the fifth member. Ms. White has indicated she would be willing to serve another two-year term.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Reappoint John Gosztyla and Deborah White to serve on the board of trustees as the fifth member of the Police Officers' Pension Board and Firefighters' Pension Board respectively, as a ministerial act, beginning April 1, 2024, and ending March 31, 2026

ATTACHMENTS

1. Pension Board App-John Gosztyla
2. Application to Boards - Debbie White



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: John Gosztyla Home Phone: 248-892-0294
Home Address: 13826 Bella Riva Ln, Jax, FL 32225
E-Mail Address: jdgosztyla@gmail.com Cell Phone: same
Occupation: Financial Advisor Business Phone: _____
Business Name: Postillion Wealth Management
Business Address: 324 6th Ave N, Jax Beach, FL 32250

Eligibility

Are you a resident of the City?	Yes ☐	No ☒	If yes, length of time: _____
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☐	No ☒	If yes, address: _____
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☒	No ☐	If yes, Board Name: <u>Police Pension Board</u>
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

2 Board of Adjustment	4 Planning Commission
3 Community Redevelopment Agency	1 Pension Trustee

Please list the type of City meetings you have attended: Pension Board meetings

Education: BA Economics UF; Certified Financial Planner Designation; ChFC American College

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

17 years financial planning experience; portfolio management and construction

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- ☐ African-American ☒ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan Native ☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and remain valid for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

2/15/24

Applicant's Signature



Application for Appointment to City Boards

Personal Information (Please print or type)

Name:	DEBORAH WHITE	Home Phone:	386 3174401
Home Address:	18 LITTLE TOMOKAWAY		
E-Mail Address:	dwhite.jaxbch@gmail.com	Cell Phone:	386 882 8727
Occupation:	Retired	Business Phone:	None
Business Name:			
Business Address:			

Eligibility

Are you a resident of the City?	Yes ☐	No ☒	If yes, length of time: _____
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: _____
Do you own property in the City?	Yes ☐	No ☒	If yes, address: _____
Do you hold a public office?	Yes ☒	No ☐	If yes, Office name: FIRE PENSION TRUSTEE
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☒	No ☐	If yes, Board Name: FIRE BOARD PENSION TRUSTEE
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".

12	Board of Adjustment	13	Planning Commission
14	Community Redevelopment Agency	1	Pension Trustee

Please list the type of City meetings you have attended: ALL including City Council
CODE ENF BOARD / SPECIAL MAGISTRATE

Education: CERTIFIED FPPTA FLORIDA PENSION TRUSTEE

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

PENSION TRUSTEE FOR MANY YEARS, Retired City
BUILDING & CODE INSPECTOR (33 years service)

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- ☐ African-American
☐ Asian/Pacific Islander
☐ American Indian/Alaskan Native
☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

- ☒ Female
☐ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and remain valid for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

2/28/2024

Applicant's Signature

Wilona White



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Christian Popoli, Senior Planner
DATE:	06/04/2024
SUBJECT:	Approval of the Final Plat for the North Beach Townhome Planned Unit Development (PUD)

BACKGROUND

The subject property is located in the Residential Medium Density Future Land Use category, as designated in the 2030 Comprehensive Plan. The property is also located in a Planned Unit Development (PUD) zoning district, specific to this project. The property consists of three parcels, made up of a combination of partial platted lots of the Atlantic Park subdivision, as well as portions of unplatted government lots.

The applicant, Chad Development, LLC, has applied to subdivide property that consists of the entire block bounded by 2nd Avenue North, 10th Street North, 1st Avenue North and 11th Street North, into 34 individual town home lots, with the remainder of the land dedicated to storm water storage and common area for the subdivision. On February 21, 2023, the City Council adopted Ordinance 2023-8192 which approved the rezoning of an entire block of residential property into the North Beach Townhome PUD. The proposed new development includes a site plan, outlining the specific design of the project, as well as lot lines and common areas, as described in the written description of the aforementioned PUD ordinance and attachments.

The attached final plat has been reviewed and approved by all reviewing City Departments and is substantially similar to the proposed PUD site plan, in compliance with the final plat requirements as outlined in Section 34-505(f) of the Jacksonville Beach Land Development Code, and is consistent with relevant Comprehensive Plan regulations and internal policies.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve the Final Plat for the North Beach Townhomes PUD Project

ATTACHMENTS

1. NB TOWNHOMES PLAT 5-21-24

NORTH BEACH TOWNHOMES

PART OF GOVERNMENT LOTS 3 AND 6, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, IN THE CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA.

CAPTION

PARCEL NO. 1:
A PART OF GOVERNMENT LOT 3, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 6, BLOCK 30, ATLANTIC PARK, AS RECORDED IN PLAT BOOK 9, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°05' WEST, ALONG AN EASTERLY PROLONGATION OF THE SOUTHERLY RIGHT OF WAY LINE OF SECOND (2ND) AVENUE NORTH AS NOW ESTABLISHED AS AN 80 FOOT RIGHT OF WAY, A DISTANCE OF 50.69 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF TENTH (10TH) STREET NORTH AS NOW ESTABLISHED AS A 50 FOOT RIGHT OF WAY; THENCE CONTINUE SOUTH 88°05' WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SECOND (2ND) AVENUE NORTH, A DISTANCE OF 55.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°05' WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SECOND (2ND) AVENUE NORTH, A DISTANCE OF 96.70 FEET; THENCE SOUTH 11°18' EAST PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE OF TENTH (10TH) STREET NORTH, A DISTANCE OF 114.72 FEET; THENCE SOUTH 87°25'32" EAST, A DISTANCE OF 78.24 FEET; THENCE NORTH 01°55' WEST A DISTANCE OF 119.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,122 SQUARE FEET AND/OR 0.23± ACRES, MORE OR LESS.

PARCEL NO. 2:
A PART OF GOVERNMENT LOT 3, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 6, BLOCK 30, ATLANTIC PARK, AS RECORDED IN PLAT BOOK 9, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°05' WEST, ALONG AN EASTERLY PROLONGATION OF THE SOUTHERLY RIGHT OF WAY LINE OF SECOND (2ND) AVENUE NORTH AS NOW ESTABLISHED AS AN 80 FOOT RIGHT OF WAY, A DISTANCE OF 50.69 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF TENTH (10TH) STREET NORTH AS NOW ESTABLISHED AS A 50 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°05' WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF (2ND) AVENUE NORTH, A DISTANCE OF 55.37 FEET; THENCE SOUTH 01°55' EAST A DISTANCE OF 119.31 FEET; THENCE SOUTH 87°25'32" EAST A DISTANCE OF 76.35 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF TENTH (10TH) STREET NORTH; THENCE NORTH 11°18' WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 127.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,985 SQUARE FEET AND/OR 0.18± ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL "A"
THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, LYING IN AND BEING PART OF GOVERNMENT LOTS 3 AND 6, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, IN THE CORPORATE LIMITS OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 30, ATLANTIC PARK, AS RECORDED IN PLAT BOOK 9, PAGE 15, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 88°05'00" WEST BY AND ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 2ND AVENUE NORTH, AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, A DISTANCE OF 50.68 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 10TH STREET, A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 11°18'00" EAST BY AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 127.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 11°18'00" EAST BY AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 126.61 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE NORTH, A RIGHT-OF-WAY VARIED WIDTH AS NOW ESTABLISHED; THENCE NORTH 83°18'00" WEST BY AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 157.81 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 4507, PAGE 452, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 11°18'00" WEST BY AND ALONG SAID EASTERLY BOUNDARY AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH 10TH STREET, A DISTANCE OF 114.92 FEET TO THE SOUTHERLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 3721, PAGE 492 (EX) AND OFFICIAL RECORDS VOLUME 5567, PAGE 996 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 87°25'32" EAST BY AND ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 154.59 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH 10TH STREET AND THE POINT OF BEGINNING.

ALSO TOGETHER WITH:

PARCEL "B"
A PART OF GOVERNMENT LOTS 3 AND 6, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE CASTRO Y FERRER GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 29 EAST, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 2ND AVENUE NORTH (FORMERLY WILLARD AVENUE) AS NOW ESTABLISHED AS AN 80 FOOT RIGHT-OF-WAY, SAID EAST LINE OF THE CASTRO Y FERRER GRANT, SECTION 38, ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF 11TH STREET, AS NOW ESTABLISHED AS A 40 FOOT RIGHT-OF-WAY; THENCE RUN S. 9°37' E. ALONG SAID EAST LINE OF THE CASTRO Y FERRER GRANT, A DISTANCE OF 209.66 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE NORTH, AS NOW ESTABLISHED; THENCE RUN S. 83°23' E. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE NORTH, A DISTANCE OF 123.88 FEET; THENCE RUN N. 11°18' W., A DISTANCE OF 229.44 FEET TO THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF 2ND AVENUE NORTH, THENCE RUN S. 88°05' W. ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 113.10 FEET TO THE POINT OF BEGINNING, BEING THE SAME PROPERTY DESCRIBED IN OR BOOK 4507, PAGE 452 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCELS OF LAND TOGETHER BEING MORE FULLY DESCRIBED AS FOLLOWS (OVERALL DESCRIPTION):

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH (BEING AN 80 FOOT WIDE PUBLIC RIGHT OF WAY) AND THE WESTERLY RIGHT OF WAY LINE OF 10TH STREET NORTH (BEING A 50 FOOT WIDE PUBLIC RIGHT OF WAY); THENCE SOUTH 11°15'25" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 126.79 FEET; THENCE CONTINUE SOUTH 11°31'07" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 126.42 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF 1ST AVENUE NORTH (BEING A VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE NORTH 83°15'38" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 157.84 FEET; THENCE CONTINUE NORTH 83°24'46" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 123.91 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF 11TH STREET NORTH, BEING A 40 FOOT WIDE PUBLIC RIGHT OF WAY; THENCE NORTH 09°39'10" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 209.79 FEET TO THE POINT OF INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF 2ND AVENUE NORTH; THENCE NORTH 88°02'54" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 113.03 FEET; THENCE CONTINUE NORTH 88°10'57" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 152.14 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 1.41 ACRES, MORE OR LESS.

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT CHAD DEVELOPMENT, LLC., A FLORIDA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, KNOWN AS NORTH BEACH TOWNHOMES, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS TRUE AND CORRECT PLAT OF THOSE LANDS.

THE EASEMENT DESIGNATED AS 23' INGRESS AND EGRESS EASEMENT (NORTH BEACH WAY) IS HEREBY IRREVOCABLY DEDICATED TO THE NORTH BEACH TOWNHOUSE OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS AND TO FUTURE LOT OWNERS OF LOTS 1 THROUGH 22 (INCLUSIVE) AS SHOWN ON THIS PLAT FOR THE NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL RIGHT OF INGRESS TO AND EGRESS FROM, OVER, AND ACROSS ALL ROADS, STREETS, WAYS, BOULEVARDS, DRIVES AND LANES CONSTRUCTED WITHIN SAID EASEMENT. NORTH BEACH TOWNHOUSE OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS ASSUMES ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THIS PLAT.

THE EASEMENT DESIGNATED AS 23' PUBLIC UTILITY EASEMENT IS HEREBY IRREVOCABLY DEDICATED TO THE CITY OF JACKSONVILLE BEACH, A MUNICIPAL CORPORATION IN DUVAL COUNTY, FLORIDA D/B/A BEACHES ENERGY SERVICES (B.E.S.), ITS SUCCESSORS AND ASSIGNS FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND PUBLIC UTILITY SYSTEMS. BEACHES ENERGY SERVICES HEREBY RESERVES THE NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL RIGHT OF INGRESS TO AND EGRESS FROM, OVER, AND ACROSS ALL ROADS, STREETS, WAYS, BOULEVARDS, DRIVES AND LANES FOR ITS USE IN THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REMOVAL OF ITS UNDERGROUND UTILITY SYSTEMS.

THE EASEMENTS DESIGNATED AS 10' B.E.S. EASEMENT ARE HEREBY IRREVOCABLY DEDICATED TO THE CITY OF JACKSONVILLE BEACH, A MUNICIPAL CORPORATION IN DUVAL COUNTY, FLORIDA D/B/A BEACHES ENERGY SERVICES (B.E.S.), ITS SUCCESSORS AND ASSIGNS FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. BEACHES ENERGY SERVICES HEREBY RESERVES THE NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL RIGHT OF INGRESS TO AND EGRESS FROM, OVER, AND ACROSS ALL ROADS, STREETS, WAYS, BOULEVARDS, DRIVES, LANES AND ELECTRIC EASEMENTS DEPICTED OR DEDICATED BY THIS PLAT FOR ITS USE IN THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REMOVAL OF ITS UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM, SURFACE MOUNTED EQUIPMENT, FACILITIES, AND APPURTENANCES IN CONJUNCTION WITH ITS UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM, ALL LOTS ARE SUBJECT TO AN EASEMENT FOR ELECTRIC DISTRIBUTION LINES AND ABOVE GROUND EQUIPMENT, AND APPURTENANCES OVER, UNDER, ACROSS, AND ALONG A MINIMUM OF TEN (10') FEET IN WIDTH, STRIP OF LAND PARALLEL AND CONCENTRIC WITH THE ROAD RIGHTS OF WAY (DENOTED AS 10' B.E.S. EASEMENT). THE AFORESAID 10' B.E.S. EASEMENTS ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND:

- NO UTILITIES OTHER THAN BEACHES ENERGY SERVICES SHALL BE INSTALLED PARALLEL WITHIN SAID EASEMENTS.
- ELECTRIC EASEMENTS DEDICATED TO BEACHES ENERGY SERVICES AND WHERE EQUIPMENT, FACILITIES AND APPURTENANCES ARE PLACED SHALL REMAIN TOTALLY UNOBSTRUCTED IN COMPLIANCE WITH THE UTILITY'S REQUIREMENTS AND SPECIFICATIONS FOR EQUIPMENT CLEARANCES FROM SHRUBS, TREES, PLANTS, FENCES, AND OTHER OBJECTS.
- CONSTRUCTION OR INSTALLATION OF ANY PAVING, LANDSCAPING, FENCING, OR IMPROVEMENTS PLACED IN, ON, ABOVE, OR UNDER THE EASEMENT IS SUBJECT TO THE BEACHES ENERGY SERVICES RIGHT OF INGRESS, EGRESS, MAINTENANCE, USE, AND CONSTRUCTION. ANY INSTALLATION IS SUBJECT TO REMOVAL BY BEACHES ENERGY SERVICES, WITHOUT PRIOR NOTICE, IN ORDER TO CONDUCT ANY WORK ASSOCIATED WITH THE EASEMENT AND UTILITY. REPLACEMENT OR RESTORATION OF THE INSTALLATION SHALL BE AT THE EXPENSE OF THE LOT OWNER.

TRACT "A" (ACCESS, UTILITIES, DRAINAGE AND MAINTENANCE) IS HEREBY DEDICATED TO NORTH BEACH TOWNHOUSE OWNERS ASSOCIATION, INC, ITS SUCCESSORS AND ASSIGNS AND ASSUMES ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THIS PLAT.

IN WITNESS THEREOF, OWNER HAS EXECUTED THIS PLAT ON THE _____ DAY OF _____, 2024.

CHAD DEVELOPMENT, LLC A FLORIDA LIMITED LIABILITY COMPANY	
WITNESS _____	
PRINT OR TYPE NAME _____	MICHAEL BALANKY MANAGER OF CHAD DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY
WITNESS _____	
PRINT OR TYPE NAME _____	
CHAD DEVELOPMENT, LLC	
STATE OF FLORIDA, COUNTY OF _____	
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS DAY OF _____, 2024, BY MICHAEL BALANKY AS MANAGER OF CHAD DEVELOPMENT, LLC.	
(SIGNATURE OF NOTARY PUBLIC – STATE OF FLORIDA) _____	
(PRINT, TYPE, OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC) _____	
PERSONALLY KNOWN OR PRODUCED IDENTIFICATION _____	
TYPE OF IDENTIFICATION PRODUCED _____	

APPROVED FOR THE RECORD

This is to certify that this plat has been examined, accepted and approved by the City of Jacksonville Beach, Duval County, Florida.

By: _____ Christine H. Hoffman Mayor Date: _____	By: _____ Sherri Gosselin City Clerk Date: _____
---	---

CLERK'S CERTIFICATE

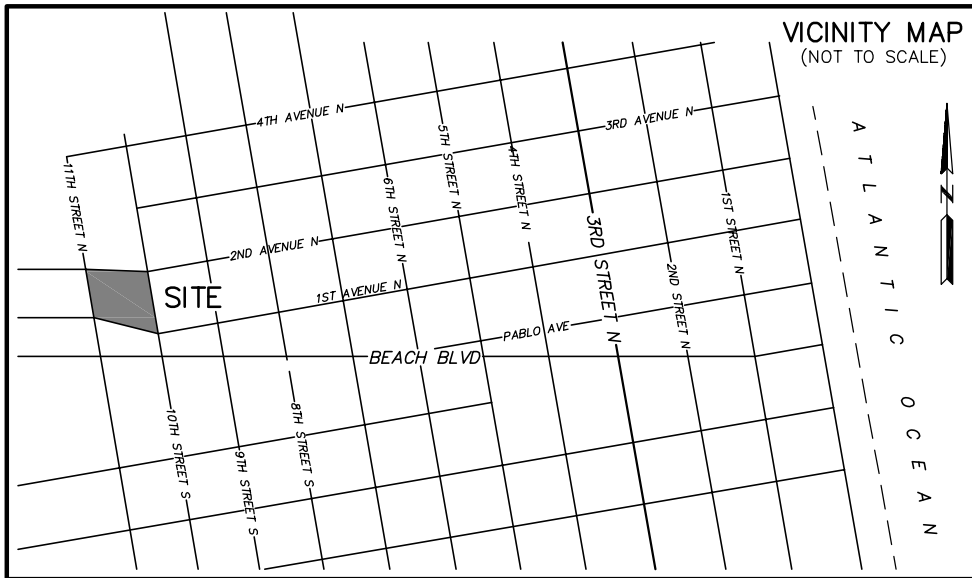
This is to certify that this plat has been examined and approved by the City of Jacksonville Beach, Duval County, Florida, and submitted to me for recording and is recorded in Plat Book _____, Pages _____ of the current Public Records of Duval County, Florida, this _____ day of _____, 2024.

By: _____
Jody Phillips
Clerk of the Circuit Court
City of Jacksonville, Duval County, Florida

By: _____
Deputy Clerk

PLAT BOOK _____ PAGE _____

SHEET 1 OF 2
(SEE SHEET 2 OF 2 FOR GENERAL NOTES)



NORTH BEACH TOWNHOUSE OWNERS ASSOCIATION, INC. A Florida Corporation	
WITNESS _____	
BY: ROBERT A. DEAHL, MANAGING MEMBER NORTH BEACH TOWNHOUSE OWNERS ASSOCIATION, INC.	PRINT OR TYPE NAME _____
WITNESS _____	
PRINT OR TYPE NAME _____	
NOTARY FOR NORTH BEACH TOWNHOUSE OWNERS ASSOCIATION, INC.	
STATE OF FLORIDA COUNTY OF _____	
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2024, BY ROBERT A. DEAHL, AS MANAGING MEMBER OF NORTH BEACH TOWNHOUSE OWNERS ASSOCIATION, INC., A FLORIDA CORPORATION.	
(SIGNATURE OF NOTARY PUBLIC – STATE OF FLORIDA) _____	
(PRINT, TYPE, OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC) _____	
PERSONALLY KNOWN OR PRODUCED IDENTIFICATION _____	
TYPE OF IDENTIFICATION PRODUCED _____	

PLAT CONFORMITY REVIEW

This is a limited certification as to facial conformity with requirements of Chapter 177, Florida Statutes, is not intended to be and should not be construed as a certification of accuracy or quality of the surveying/mapping reflected on this plat

This Plat has been reviewed and found in compliance with Part 1, Chapter 177, Florida Statutes, this _____ day of _____, 2024.

Nathan P. Perret, P.S.M.
Professional Surveyor and Mapper LS 6900

SURVEYOR'S CERTIFICATE

This is to certify that the above plat is a true and correct representation of the lands surveyed, platted and described above, that the survey was made under the undersigned's responsible direction and supervision, that the survey data complies with all of the requirements of the Florida Statute Chapter 177, that Permanent Reference Monuments, Permanent Control Points and lot corners have been monumented in accordance with Chapter 177.091 F. S., Chapter 5J–17 F. A. C.

Signed and Sealed this _____ day of _____, 2024.

William J. Melrose
Florida Registered Land Surveyor
and Mapper Certificate No. 5843

PREPARED BY:
MELROSE SURVEYING AND MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
11437 CENTRAL PARKWAY, SUITE 107
JACKSONVILLE, FLORIDA 32224
CERTIFICATE OF AUTHORIZATION NO. L.B. 8295
TELEPHONE (904) 721-1226

NORTH BEACH TOWNHOMES

PART OF GOVERNMENT LOTS 3 AND 6, SECTION 33, TOWNSHIP 2 SOUTH, RANGE 29 EAST,
IN THE CITY OF JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA.

PLAT BOOK _____ PAGE _____

SHEET 2 OF 2



ABBREVIATION	DEFINITION
P.C.P.	Permanent Control Point
P.R.M.	Permanent Reference Monument
P.O.B.	Point of Beginning
P.C.	Point of Curvature
P.T.	Point of Tangency
P.R.C.	Point of Reverse Curvature
P.I.C.	Point of Intersection
R/W	Right of Way
O.R.	Official Records Volume/Book
O.B.	Deed Book
Pg.	page
B.R.L.	Building Restriction Line
Esmt	Easement
R.P.	Radius Point
P.B.	Plot Book
P.U.D.E.	Private Unobstructed Drainage Easement
PAE	Private Access Easement
L.B.	Licensed Business
P.L.S.	Professional Land Surveyor
J.E.A.	Jacksonville Electric Authority
B.E.S.	Beaches Energy Services
EQUIP	Equipment
A/C	Air Conditioner
C.A.T.V.	Cable Television
O.H.L.	Overhead Lines
(F.M.)	Field Measured
R=	Radius equals
L=	Arc Length equals
Ch=	Chord Bearing & Distance equals
Δ=	Delta or Central Angle equals
I.P.	Iron Pipe
Conc.	Concrete
UDAE	Unobstructed Drainage & Access Easement
U.D.E.	Unobstructed Drainage Easement

NOTES:

1) ● Denotes Permanent Reference Monument Set L.B. No. 8295.

2) ■ Denotes Permanent Reference Monument Found As Noted.

3) ● Denotes Set Permanent Control Point Set L.B. No. 8295.

4) Bearing reference: North American Datum NAD 83/90 State Plane Coordinates (see note 8).

5) Notice: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other form of the plat, whether graphic or digital. There may be additional restrictions not recorded on this plat that may be found in the Public Records of Duval County, Florida.

6) The lands platted hereon appear to lie within Flood Zone "X" as depicted on Flood Insurance Rate Map, Community Panel No. 120078-0417J, dated November 02, 2018. The FIRM information notated on this plat is valid only for dates up to and including the effective recording date of this plat. There may have been subsequent revisions after this date that will supersede said information. Inquiries for this should be made to the Community's Floodplain Management Repository, Department of Planning and Development, City of Jacksonville Beach.

7) All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and dedication of cable television services, provided however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages.

8) Coordinates shown as State Plane Coord. #1 and #2 refer to North American Datum NAD 83/90 State Plane Coordinates for the State of Florida, East Zone in U.S. survey feet and decimals thereof.

PREPARED BY:
MELROSE SURVEYING AND MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
11437 CENTRAL PARKWAY, SUITE 107
JACKSONVILLE, FLORIDA 32224
CERTIFICATE OF AUTHORIZATION NO. L.B. 8295
TELEPHONE (904) 721-1226

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	05/21/2024
SUBJECT:	Standard Grant Agreement with Florida Department of Environmental Protection Grant for the Construction of the Wastewater Treatment Filter Replacement Project

BACKGROUND

One of the primary objectives for Public Works (PW) in their effluent elimination project to meet Senate Bill 64 requirements is the ability to produce the highest quality water consistently to assure the use of this reuse water for irrigation. As part of those efforts, PW has developed a plan, following the study completed by Dewberry, to assure compliance with the SB64 requirements by January 1, 2032. One of the weak links in consistent high quality water is our filtration setup. PW is working with Dewberry to replace these filters with a new filtration system that requires less maintenance and produces high quality water more consistently than what is currently utilized. PW applied for a water quality grant with Florida Department of Environmental Protection (FDEP). The FDEP is awarding a grant to the City in the amount of \$1,750,000 towards this project, which is currently budgeted at \$3,000,000 overall in the FY2025 CIP.

PW is asking to approve the award of this grant for construction.

FINANCIAL IMPACT

The \$1,750,000 will offset the total cost of effluent elimination projects and the grant revenue accounts will be adjusted when the funding is available.

REQUESTED ACTION

Approve/Disapprove the Standard Grant Agreement with the Florida Department of Environmental Protection in the amount of \$1,750,000 for the Construction of the Wastewater Treatment Filter Replacement Project

ATTACHMENTS

1. QG003_Agreement_unsigned

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:
Pollution Control Advanced Wastewater Treatment Filtration Upgrade	QG003

2. Parties	State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)
Grantee Name:	City of Jacksonville Beach	Entity Type: Local Government
Grantee Address:	1460-A Shetter Avenue, Jacksonville Beach, FL 32250	FEID: 59-600034
(Grantee)		

3. Agreement Begin Date:	Date of Expiration:
Upon Execution	September 30, 2026

4. Project Number:	Project Location(s):
<i>(If different from Agreement Number)</i>	30.2851, -81.4058

Project Description: **The City of Jacksonville Beach will replace the PCP filter at the AWT facility.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☒ Federal	Fed WWG, Section 152, FY21-22, WPSPTF	\$ 1,750,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 1,750,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 3,500,000.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: Cameron McMahan	Name: Kayle Moore
or successor	or successor
Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000	Address: 1460-A Shetter Avenue Jacksonville Beach, FL 32250
Phone: 850-245-2944	Phone: 904-247-6100
Email: Cameron.McMahan@FloridaDEP.gov	Email: kmoore@jaxbchfl.net

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☒ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	SLFRP0125
Unique Entity Identifier (UEI):	EUKECMNNDJL4
Federal Award Date to Department:	03/11/2021
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	\$1,750,000.00
Federal Awarding Agency:	Department of Treasury
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Jacksonville Beach

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Dennis Barron, Director, City of Jacksonville Beach

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Cameron McMahan, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. QG003**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Pollution Control Advanced Wastewater Treatment Filtration Upgrade Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$1,750,000 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2023 or after for purposes of meeting its match requirement as identified above.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Pollution Control Advanced Wastewater Treatment Filtration Upgrade Project

PROJECT LOCATION: The Project will be located in the City of Jacksonville Beach within Duval County; Lat/Long (30.2855, -81.4058).

PROJECT BACKGROUND: The City of Jacksonville Beach's (Grantee) Pollution Control Plant (PCP) Advanced Treatment Wastewater Facility discharges into the Lower St. Johns River, a TMDL and BMAP waterbody. The current disc filters produce unreliable water with Total Suspended Solids (TSS) concentrations occasionally above permit limits. The Advanced Wastewater Treatment (AWT) filter replacement project upgrades the wastewater process to produce more efficient and reliable AWT filtration to assure reuse quality effluent to be captured for irrigational use. It also advances the goals and strengthens objectives of SB64 by continuing to project low nutrient concentration reuse water, expanding beneficial reuse.

PROJECT DESCRIPTION: The Grantee will replace the current unreliable disc filters with an Aqua-Aerobics submersed filtration system at the AWT facility.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct filter replacement upgrades to the Wastewater Treatment Facility in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Grant funding is, in part or whole, Federal American Rescue Plan Act (State and Local Fiscal Recovery Funds) funding from the United States Department of the Treasury. A final payment request for any Federal American Rescue Plan Act funding in this Agreement shall be submitted to the Department no later than September 30, 2026, to ensure the availability of funds and adequate time to process reimbursements. If the Agreement or Task End Date were to be extended at any time, this payment request deadline shall still apply.

The Federal funding under this agreement shall be reimbursed prior to the State funding. Federal funds must be fully expended and reimbursed to the Grantee no later than December 31, 2026. The funds will no longer be available after that date.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$1,750,000	\$1,750,000	07/01/2021	03/31/2026
Total:			\$1,750,000			

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$1,750,000.00	145110
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

					Total Award	\$1,750,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

ATTACHMENT 8

Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

Attachment 8

2 of 6

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

Attachment 8

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopoulos, City Manager
FROM:	Gene Paul N. Smith, Chief of Police
DATE:	05/23/2024
SUBJECT:	Purchase of Two New Patrol SUVs

BACKGROUND

The Police Department will add four additional sworn-officer positions to the FY2025 budget. In response, we are requesting the purchase of two new additional marked SUVs for the fleet under the Florida Sheriff's Contract. The police department determined that with the existing vehicles in the fleet, in addition to those already on order, the purchase of these two new vehicles is all that is required.

FINANCIAL IMPACT

Funding will come from the General Capital Projects Fund, Police Vehicle Replacement Program Reserve and the budget in account 315-00-0000-521-64-564001 will be adjusted at yearend.

REQUESTED ACTION

Approve/Disapprove the purchase of two new patrol SUVs under the Florida Sheriff's Contract for newly created officer positions in FY2025 for an amount not to exceed \$122,690

ATTACHMENTS

1. ITEM#198 FORD INTERCEPTOR UTILITY AWD GAS K8A QUOTE 2024



June 6, 2024

Thomas Bingham
Services Division Commander
Jacksonville Beach Police Department

Hi Thom

Bozard Ford is pleased to submit the following quote Based on Contract FSA23-VEL31.0

ITEM# 198	2025 FORD INTERCEPTOR UTILITY AWD 3.3L GAS K8A	\$45,044.00
2024	2024 MODEL DISCOUNT	(\$1,399.00)
JS/96	ICONIC SILVER EXTERIOR/EBONY CLOTH BUCKETS VINYL REAR SEATS	STD
99B/44U	3.3L TI-VCT V6 FFV ENGINE/10SPD AUTO TRANS	STD
17T	CARGO DOME LIGHT RED WHITE	\$49.00
18D	GLOBAL LOCK/UNLOCK	NC
19K	H8 AGM BATTERY	\$109.00
43D	COURTESY LAMP DISABLE	\$24.00
47A	POLICE ENGINE IDLE FEATURE	\$259.00
51R	DRIVER SIDE LED SPOT LAMP	INC
55F	KEYLESS ENTRY 4 FOBS	INC
60A	WIRING GRILL/LAMP/SIREN/SPKRS	\$49.00
76P	PRE COLLISION ASSIST	\$144.00
76R	REVERSE SENSING	\$274.00
86T	REAR TAILLAMP HOUSING	\$59.00
87R	REAR VIEW MIRROR W/REAR CAMERA	NC
OSF	OUT OF STOCK FEE TO COVE STOCKING AND FLOOR PLAN EXPENSES FOR VEHICLES PURCHASED OUT OF DEALER'S EXISTING INVENTORY	\$899.00
PATROL	JAX BEACH PATROL EQUIPMENT INSTALLED TO AGENCY SPECIFICATION. INCL HAVIS S-VS-1012 INUT22" CONSOLE C-CUP2 CUPHOLDER, C-ARM 101 TOPMOUNT ARM REST , 3 OUTLET PLUG POWER SUPPLY,LOCKBOX, MMSU-1 MAGNETIC MIC HOLDER,CG-X CHARGE UNIV CONTROL MODULE, BATTREY SAVER CUTOFF SWITCH, PRINTER MOUNT MOUNTING BRACKET FOR APX-4500 MOTOROLA, FILLER AND MOUNTING BRACKETS AS NEEDED, HAVIS PREMIUM LAPTOP MOUNT W/LAPTOP CRADLE AND SCREEN SUPPORTER PROGAURD PRISINER CAGE POLYCENTER SLIDER W/EXPANDED METAL AND LEP, SETINA REAR PRISONER SEAT W/BELTS AND PLOY SLIDER BARRIER, SETINA TPO DOOR PANELS ,	\$15,834.00



SETINA REAR CARGO BARRIERS, SETINA POLY WINDOW
BARRIERS, WESTIN ELITE PUSH BUMPER, SANTA CRUZ
VERTICLA PARTITION MOUNT FOR SINGLE WEAPON,
4 3" LED LAMPS, 2 FORWARD BUMPER 2 SIDE BUMPER
R/B, 4 6 LED THIN SURFACE MOUNT 1R FLUSHMOUNT
R SIDE OF TAG, 1 R/B L SIDE OF TAG, 2 R/B BOTTOM OF
HATCH WHEN OPEN, SOUNDOFF 2 TIER PREM LED LIGHTBAR
PKG SIREN SPKR, 2 R/B SOUNDOFF HIDEAWAY LED IN
TAIL LAMPS, 2 REAR LED R/B IN CARGO SIDES

Total	\$61,345.00
TOTAL FOR TWO \$122,690	

Sincerely,

Jeff Young

Government Fleet Account Manager

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Sheri Gosselin, City Clerk
DATE:	06/06/2024
SUBJECT:	Community Redevelopment Agency Appointments

BACKGROUND

The City Council appoints the Community Redevelopment Agency (CRA) members. There are five members and two alternates who serve four-year terms.

Board Member Christi Elflien resigned from the board effective June 1, 2024, stating she would be leaving Jacksonville Beach (attached). Her resignation created a vacancy on the board. Ms. Elflien's term was to expire on December 31, 2027.

- Thad Moseley was appointed to the 1st Alternate seat on January 16, 2024, after the previous appointee, Ken Marsh, declined the appointment. Mr. Moseley was originally appointed to the newly created 2nd Alternate seat on December 19, 2023. Mr. Moseley would like to be considered to fill the remainder of the vacant Regular Member term. If appointed, Mr. Moseley's term would expire on December 31, 2027.
- Ron Whittington was appointed to the 2nd Alternate seat on January 16, 2024, when Mr. Moseley moved up to fill the 1st Alternate position. Mr. Whittington would like to be considered to fill the remainder of the 1st Alternate term. If appointed, Mr. Whittington's term would expire December 31, 2027.

Per Section 163.356(2), F.S., "A vacancy occurring during the term shall be filled for the unexpired term."

Interviews of board applicants were held in August and October 2023, and on June 20 and 21, 2024. Board applications are valid for two years. There are 17 eligible board applicants who listed the CRA as their first or second board choice. They are Jerry Beatty, Bill Boyd, Raymond Bragg, Caren Doherty, John Hanna, Jr., Andrew Hrycaj, Seamus Keenan, Bobby Knudsen, Samuel Langham, Kimberly Law, Virginia Madsen, Ken Marsh, John O'Connor, Mary Ostroska, Anthony Recco, Lucas Snyder, and Peter Weigold. Please note that applicant Ken Marsh is only interested in a Regular Member appointment and is not interested in an Alternate seat. The applications are attached.

Staff recommends promoting 1st Alternate Thad Moseley to fill the remainder of Christi Elflein's Regular Member term, promoting 2nd Alternate Ron Whittington up to 1st Alternate to fill the remainder of the 1st Alternate term of Mr. Moseley, and filling the 2nd Alternate seat with one of the 18 eligible board applicants.

FINANCIAL IMPACT

None.



REQUESTED ACTION

1. Appoint Thad Moseley or another applicant to fill the remainder of the vacant, unexpired Regular Member term on the Community Redevelopment Agency (CRA), with a term effective date of July 16, 2024, and term expiring December 31, 2027; and
2. Appoint Ron Whittington or another applicant to fill the remainder of the unexpired 1st Alternate term on the CRA, with a term effective date of July 16, 2024, and term expiring December 31, 2027; and
3. Nominate and appoint a new 2nd Alternate to fill the remainder of the unexpired 2nd Alternate term on the CRA, with a term effective date of July 16, 2024, and term expiring date of December 31, 2026

ATTACHMENTS

1. Christi Elflein notice of resignation
2. Jerry Beatty application
3. Bill Boyd application
4. Raymond Bragg application
5. Caren Doherty application
6. John Hanna Jr. application
7. Andrew Hrycaj application
8. Seamus Keenan application
9. Bobby Knudsen application
10. Samuel Langham application
11. Kimberly Law application
12. Virginia Madsen application
13. Ken Marsh application
14. John O'Connor application
15. Mary Ostroska application
16. Anthony Recco application
17. Lucas Snyder application
18. Peter Weigold application

From: [Lauren Loria](#)
To: [Sheri Gosselin](#)
Subject: FW: CRA Resignation
Date: Monday, June 3, 2024 8:48:45 AM

-----Original Message-----

From: Taylor Mobbs <tmobbs@jaxbchfl.net>
Sent: Monday, June 3, 2024 8:14 AM
To: Lauren Loria <lloria@jaxbchfl.net>
Cc: Heather Ireland <hireland@jaxbchfl.net>
Subject: FW: CRA Resignation

Good morning Lauren,

Please see below from Ms. Elflein. Thanks!!

-----Original Message-----

From: Christi Elflein <elfleinchristi@gmail.com>
Sent: Saturday, June 1, 2024 8:09 AM
To: Taylor Mobbs <tmobbs@jaxbchfl.net>; Heather Ireland <hireland@jaxbchfl.net>
Subject: CRA Resignation

Caution: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Heather and Taylor,

It has been an honor to serve on the Jax Beach CRA. I was very excited to be appointed and wish that I had more time to actually make a difference. As you know, my husband has received military orders, and we are relocating to the UK for 2024-2027. I am therefore unable to continue with my assignment on the CRA.

Please allow this letter to serve as my official resignation from the CRA Board.

Thank you for this opportunity.

Christi Bowler Elflein
(904) 477-2207



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Jerry Beatty Home Phone: 404 861-3268
Home Address: 2272 2nd Street South
E-Mail Address: jerrybeatty35@gmail.com Cell Phone: 404 861-3268
Occupation: Retired / Consultant Business Phone: _____
Business Name: _____
Business Address: _____

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>8 yrs</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>2272 2nd Street So,</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".

4 Board of Adjustment	1 Planning Commission
2 Community Redevelopment Agency	3 Pension Trustee

Please list the type of City meetings you have attended: _____

Education: BA History / ED Mercer University

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

Was on the board of directors for the "Downtown Development" for the city of Lavonia Ga for 4 years. Was an owner and operated my own safety engineering company for over 25 years before selling in 2014.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- ☐ African-American ☒ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan Native ☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

11/5/23

Applicant's Signature



RECEIVED

MAR 07 2024

COJB City Clerk



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: WILLIAM (BILL) BOYD Home Phone: 914 374 3212
Home Address: 2804 2ND ST SOUTH
E-Mail Address: WILLIAM.J.BOYD1PGMAIL.COM Cell Phone: 914 374 3212
Occupation: CONSULTANT (DEFENSE/INDUSTRY) Business Phone: _____
Business Name: BOOZ ALLEN HAMILTON
Business Address: 11660 CENTRAL PARKWAY, JACKSONVILLE FL 32224

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>15 YEARS</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>DUVAL</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>2804 2ND ST S JAX BEACH</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: <u>N/A</u>
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details:

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

4
1

Board of Adjustment

Community Redevelopment Agency

2
3

Planning Commission

Pension Trustee

Please list the type of City meetings you have attended: NONE

Education: B.S. MANAGEMENT QUINNIPAC UNIVERSITY, MBA UNIVERSITY OF FLORIDA
NUCLEAR ENGINEERING GRADUATE OF NAVY NUCLEAR POWER TRAINING COMMAND

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

HAVE BUDGET AND SEVERAL PROPERTIES IN TAX AND CITIES LIKE FL.
15 YEAR RESIDENT.
UNDERSTANDING OF LOCAL ESTATE, FINANCE, ACCOUNTING, PLANNING
HAVE COMMON SENSE AND WANT TO SEE OUR OWN TOWN THROUGH
GOOD PLANNING.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- ☐ African-American ☐ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan Native ☒ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and remain valid for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

3/4/2024

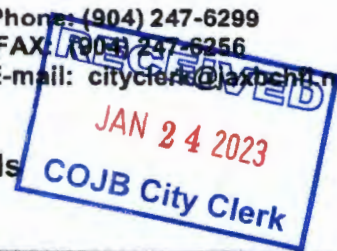
Date


Applicant's Signature

City of Jacksonville Beach
Office of the City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250



Phone: (904) 247-6299
FAX: (904) 247-6256
E-mail: cityclerk@jaxbeach.net



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: <u>Raymond B. Bragg, Jr 'Buster'</u>	Home Phone: <u>904-247-3204</u>
Home Address: <u>2002 Ocean Front S.</u>	
E-Mail Address: <u>bbragg@comcast.net</u>	Cell Phone: <u>904-613-6177</u>
Occupation: <u>Sr. Tech. Architect</u>	Business Phone: <u>904-218-5368</u>
Business Name: <u>Merrill Lynch</u>	
Business Address: <u>4200 Deer Lake</u>	

Eligibility – Please Circle

Are you a resident of the City?	☒ Yes	☐ No	If yes, length of time: <u>20 yrs</u>
Are you a registered voter?	☒ Yes	☐ No	If yes, what County: <u>Duval</u>
Do you own property in the City?	☒ Yes	☐ No	If yes, address: <u>see above</u>
Do you hold a public office?	☒ Yes	☐ No	If yes, Office name: _____
Are you employed by the City?	☒ Yes	☐ No	If yes, position: _____
Are you currently serving on a Board?	☒ Yes	☐ No	If yes, Board Name: _____
Have you been convicted of a felony?	☒ Yes	☐ No	If yes, provide date: _____
Have your civil rights been restored?	☒ Yes	☐ No	If yes, provide date: _____
Have you filed bankruptcy?	☒ Yes	☐ No	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

<u>2</u> Board of Adjustment	<u>3</u> Planning Commission
<u>1</u> Community Redevelopment Agency	Pension Trustee

Please list the type of City meetings you have attended: _____

Qualifications (Briefly describe specific expertise, abilities, or qualifications) Beaches resident 30+ years, 40+ yrs in I.T. industry, executive mgt, small business owner, rental property owner, HOA president

Education: <u>B.A. Mathematics & Computer Science, Project Mgt.</u>

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- ☐ African-American
☐ Asian/Pacific Islander
☐ American Indian/Alaskan

- ☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

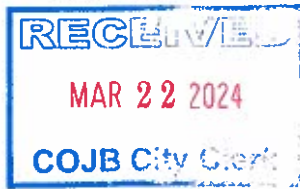
By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

1/25/2023

Applicant's Signature

R. B. Bragg, Jr.



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Caren Doherty Home Phone: 904.699.2350
Home Address: 37 Oakwood Road
E-Mail Address: cdoherly@dsae.net Cell Phone: 904.699.2350
Occupation: Engineer Business Phone: 904.249.0698
Business Name: Doherty Sommers Architects Engineers, Inc.
Business Address: 370 15th Ave. S., Unit A, Jacksonville Beach, FL 32250

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>23 years</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>37 Oakwood Rd & 370 15th Ave</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".

3 Board of Adjustment	1 Planning Commission
2 Community Redevelopment Agency	N/A Pension Trustee

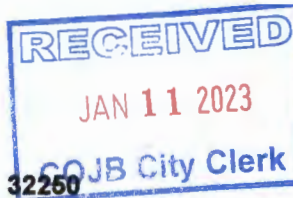
Please list the type of City meetings you have attended: _____

Education: BSME from Georgia Tech, 1981

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

~~I have worked in an architect/engineering firm for 29 years and understand Florida Building Codes. I have been in the construction industry since 1983. I am currently the president of Doherty Sommers Architects Engineers, Inc. located in Jacksonville Beach.~~

City of Jacksonville Beach
Office of the City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250



Phone: (904) 247-6299
E-mail: cityclerk@jaxbchfl.net

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: John M. Hanna Jr. Home Phone: (904) 612-9903
Home Address: 3250 Isabella Blvd., Jax Bch, FL, 32250
E-Mail Address: johanhanna48@comcast.net Cell Phone: Same
Occupation: Contractor Business Phone: Same
Business Name: Belmar Contractors, Inc
Business Address: 934 Shetter Ave, Jax Bch, FL, 32250

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>Life</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>964, 934, 953 Shetter Ave.</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details:

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

NO
1 2

Board of Adjustment

Community Redevelopment Agency

1 1
NO

Planning Commission

Pension Trustee

Please list the type of City meetings you have attended: I've Attended Council meeting and board of adjustment, I also sat on the planning board and code enforcement years ago.

Education:

High School, 2 years College

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

As a life long Resident of Jax Bch I've seen the changes over the years. I believe it would give me a good perspective on the impact of future development. I'm also the owner of commercial properties in Jax bch which would help with knowing the ins and outs of running a business here. I've also been in the construction industry for over 35 years, so I'm familiar with construction practices and Land Development.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- ☐ African-American ☒ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan Native ☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

January 11, 2023
Date


Applicant's Signature



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Andrew Hrycaj Home Phone: N/A
Home Address: 376 1st Street South, Jacksonville Beach FL 32250
E-Mail Address: hrycaj.hrycaj@gmail.com Cell Phone: 404-539-3275
Occupation: Technical Advisor (Construction Materials) Business Phone: 904-900-5260
Business Name: FG Building Products
Business Address: 13400 Sutton Park Drive South, Suite 1602, Jacksonville FL 32224

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>2-1/2 Years</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>376 1st St S, Jax Bch 32250</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details:

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".

3 Board of Adjustment	1 Planning Commission
2 Community Redevelopment Agency	4 Pension Trustee

Please list the type of City meetings you have attended: _____

Education: BS Architecture, Georgia Tech 2010

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

Registered Roofing Observer, IIBEC 2021. Technical Advisor for a rep firm of construction materials, 7 Years. Commercial Roofing Estimator & Project Manager, 5 Years. Architectural Intern, 2 Years. BS Architecture, Georgia Tech 2010.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- ☐ African-American ☒ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan Native ☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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Date 1/9/2023

Date

Andrew Hrycaj
Applicant's Signature

ABOUT

Commercial roofing professional specializing in low-slope systems and sheet metal provisions who planted roots in the construction industry after earning a BS ARCH from Georgia Tech in 2010. Diverse experience spanning estimating, project management, technical solutions, complex detailing, field analysis, system installation, and code compliance as a manufacturers sales rep for nearly eight (8) years.

EXPERIENCE

FG Building Products (FGBP) - Jacksonville, FL

Chief Technical Advisor

Jan 2019 - Present

Relocation with HRG ownership to continue as independent sales representation for Firestone Building Products, now with a territory encompassing Florida and Southern Georgia to assist six (6) outside salespeople. Also, facilitating the technical needs of Rooftop Anchor fall protection solutions, BILCO roof scuttles + floor access doors, Elemex composite rainscreen panel systems, and HydroPaver fully permeable ground surface treatments.

Halls Rep Group (HRG) - Houston, TX

Inside Sales/ Technical Advisor

Apr 2016 - Dec 2018

Provide dedicated inside sales and technical support to four (4) outside salespeople with the independent sales rep firm for Firestone Building Products in South and Central Texas. Assist the network of authorized contractors, building owners, architects, and engineers in utilization of the Firestone NDL portal, Intent to Warranty letters, FM Global RoofNav listings, UL Exterior Fire performance validation, and manufacturer approved installation procedures.

Elias Commercial Roof Systems

Estimator

Apr 2015 - Apr 2016

Further development as a low-slope estimator for thermoplastic and asphaltic systems, also overseeing the requisite sheet metal fabrications for complete NDL system installations. Predominant focus on the re-roofing in the educational and governmental sector which honed skills in coordination, disposal, site management, material storage, and temporary dry-in packages. Complete as-built drawings, conduct roof cores, participate in pull tests, and oversee moisture scans to satisfy the contract requirements of district administration as well as their independent roofing consultants.

ANDREW HRYCAJ

HRYCAJ.HRYCAJ@GMAIL.COM
404-539-3275

JACKSONVILLE BEACH, FL

EXPERIENCE (CONT.)

Skyline Roofing Houston - Houston, TX

Estimator

Sept 2011 - Mar 2015

Conduct take-offs from architectural drawings and prepare detailed cost estimates for commercial, industrial, and institutional facilities. Upon award of the project as the Division 7 subcontractor: review and execute contract, dictate SOV, complete submittals, issue POs to vendors, schedule delivery, manage receipt at job site, oversee appropriate rooftop staging, and conduct meetings with the foreman + roofing crew to communicate the system specifics.

Joel Kelly Design Studio - Atlanta, GA

Architectural Intern

May 2008 - Sep 2010

Assisted the design process of two (2) luxury single family residences from design development through close-outs. Tasks included schematics, specifications, construction documents, digital renderings, interior finishes, and furniture selection. Direct contact with commissioning clients, general contractors, and specialty subcontractors during the bidding process and weekly in-progress meetings.

EDUCATION & CERTIFICATION

Georgia Institute of Technology

Bachelor of Science, Architecture, 2010

Registered Roof Observer (RRO)

IIBEC Registration # 2291, 2021

REFERENCES

Charles Allen - National Technical Manager of Thermoplastic Systems
Firestone Building Products

Kirk Trull - Regional Technical Manager of Mid-Atlantic Region
Firestone Building Products

Steve Mackiewicz - Senior Technical Roof Systems Advisor
Texas Lone Star Reps (LS Reps)

reference telephone & email available upon request



Received
3/8/2024
City Clerk

Application for Appointment to City Boards

Personal Information *(Please print or type)*

Name: Seamus Keenan Home Phone: +1 (860) 303-8566
Home Address: 812 1st ave north apt 5202
E-Mail Address: Seamuskeen@comcast.net Cell Phone: +1 (860) 303-8566
Occupation: Financial Analyst Business Phone: _____
Business Name: Rayonier Advanced Materials
Business Address: 1301 riverplace tower #2300

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>2 years</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☐	No ☒	If yes, address: _____
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards *(Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)*

1 Board of Adjustment	1 Planning Commission <u>2</u>
1 Community Redevelopment Agency <u>1</u>	1 Pension Trustee

Please list the type of City meetings you have attended: _____

Education: B.A. from Bowdoin College. Majors in Economics and German. (2020)
4 years of college baseball

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

High level of financial literacy. Comfortable with public speaking. Great team member. I love
living in Jax beach and would like to get involved. As a navy brat, I've moved a lot and lived
overseas. I've experienced multiple communities, which will serve any board well.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- ☐ African-American ☒ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan Native ☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

3/5/2024
Date


Applicant's Signature



Received
3/11/2024
City Clerk

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: robert knudsen (Bobby) Home Phone: 9733494615
Home Address: 1655 The Greens Way, 2511, Jax Beach, FL 32250
E-Mail Address: 36rumsey@gmail.com Cell Phone: 9733494615
Occupation: Retired Business Phone: _____
Business Name: _____
Business Address: _____

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>8 years</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: _____
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".

1
2

Board of Adjustment

Community Redevelopment Agency

3
4

Planning Commission

Pension Trustee

Please list the type of City meetings you have attended: None

Education: AOS Aeronautical Engineering, Federally Licensed Air Craft Mechanic and Private Pilot

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

I am 60 years Old, I own a condo and live in Jax Beach or the past 8 years. I served as a VP on my Condo Board for a few years. I was a Aircraft Inspector for 10 years with Sikorsky Aircraft(Military Helo's)and a Data Center manage with JP Morgan Chase for 20 years. I owned and operated two hair salons here in Jacksonville for 5 years.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

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☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan Native ☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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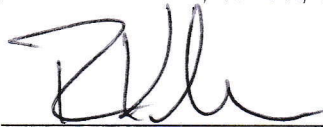
Applications are submitted to the City Council when vacancies occur and remain valid for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

3-9-24

Applicant's Signature





Application for Appointment to City Boards

Personal Information *(Please print or type)*

Name: Samuel A. Langham Home Phone: _____
Home Address: 138 32nd Ave S., Jax Bch., FL 32250
E-Mail Address: salangham@reabc.com Cell Phone: (904) 613-9122
Occupation: RE Appraisals, Brokerage & Consulting Business Phone: (904) 249-3403
Business Name: REABC, LLC / Langham Appraisals, Inc.
Business Address: 138 32nd Ave S., Jax Bch., FL 32250

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>35 years</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>Multiple</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards *(Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".*

N/A

Board of Adjustment

2

Planning Commission

1

Community Redevelopment Agency

N/A

Pension Trustee

Please list the type of City meetings you have attended: _____

Education: BSBA ECO UF 1984 / MBA FIN & INT BUS UF 1988

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

~~I have lived, worked and played in Jacksonville Beach since 1988. I am a State Certified General Real Estate Appraiser and am a Member of the Appraisal Institute (MAI). I own and manage properties in Jacksonville Beach.~~

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- ☐ African-American ☒ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan Native ☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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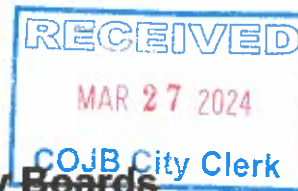
By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

10/16/2023

Date



Applicant's Signature



Application for Appointment to City Boards

Personal Information (Please print or type)

Name:	Kimberly Law	Home Phone:	904-445-0037
Home Address:	502 5th Ave S, Jacksonville Beach 322540		
E-Mail Address:	kimberlykillianlaw@gmail.com	Cell Phone:	904-445-0037
Occupation:	Attorney	Business Phone:	904-539-9281
Business Name:	Olympus Insurance Company		
Business Address:	8375 Dix Ellis Trail, Suite 300, Jacksonville, FL 32256		

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: 1.25 years
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: Duval
Do you own property in the City?	Yes ☒	No ☐	If yes, address: 502 5th Ave S
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name:
Are you employed by the City?	Yes ☐	No ☒	If yes, position:
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name:
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date:
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date:
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date:

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details:

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".

4	Board of Adjustment	1	Planning Commission
2	Community Redevelopment Agency	3	Pension Trustee

Please list the type of City meetings you have attended:

Education: I received my bachelor of arts from University of Richmond and my juris doctor from Florida State University

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

I have been an attorney in Jacksonville for almost 20 years. I worked in private practice nine years and have served as in house counsel at two insurance companies for the last eleven years. I have served as corporate secretary assistant secretary since 2014. I also serve as a member of the executive team of my company and have many years of experience leading people.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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Race

- ☐ African-American ☒ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan Native ☐ Not Known

Gender

- ☒ Female
☐ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and remain valid for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

March 19, 2024
Date

Kimberly K. Law
Applicant's Signature



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Virginia Madsen Home Phone: NA
Home Address: 534 Barbara Lane Jacksonville Beach, FL 32250
E-Mail Address: madsenvg@gmail.com Cell Phone: 904-254-7154
Occupation: Retired - RN Business Phone: NA
Business Name: NA
Business Address: _____

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>1997</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: _____
Do you own property in the City?	Yes ☒	No ☐	If yes, address: _____
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".

☒ Board of Adjustment	☒ Planning Commission
☒ Community Redevelopment Agency	☒ Pension Trustee <u>open to any board</u>

Please list the type of City meetings you have attended: _____

Education: Masters in Science - Registered Nurse & Education
Paralegal diploma Risk management

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- ☐ African-American ☒ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan Native ☐ Not Known

Gender

- ☐ Female
☐ Male

Physically Disabled

- ☐ Yes
☐ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and remain valid for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

March 11, 2024
Date

Virginia Madsen
Applicant's Signature



Application for Appointment to City Boards

Received 5/22/23
City Clerk's Office

Personal Information (Please print or type)

Name:	Kenneth Marsh	Home Phone:	904-304-1906
Home Address:	2011 Gail Ave. Jacksonville Beach, FL 32250		
E-Mail Address:	kdcmarsh@gmail.com	Cell Phone:	904-304-1906
Occupation:	Retired- CSX Corporation	Business Phone:	
Business Name:			
Business Address:			

Eligibility – Please Circle

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: 2009
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: Duval
Do you own property in the City?	Yes ☒	No ☐	If yes, address: 2011 Gail (former since 1999) and 2011 GAIL AVE. (former since 2017)
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details:

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

N/A	Board of Adjustment	N/A	Planning Commission
1	Community Redevelopment Agency	N/A	Pension Trustee

Please list the type of City meetings you have attended: Have attended approx. 150 council meetings, briefings, and workshops in last 11 yrs.

Attended, or livestream reviewed, ALL CRA meetings in last 6 yrs. Periodic attendance of BOA and Planning Commission meets.

Education: Bachelor of Arts-Human Resource Mgmt. Hood College Frederick Md.
Master of Business Administration Jacksonville University Jacksonville FL.

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

36 years of CSX corporate experience of which 25 years were in a variety of senior management and director positions. Experience includes managing 200+ employees in train and engine railroad operations, developing operation network schedules, and overseeing \$30-50 million in departmental budgets. Achieved Six Sigma Black Belt status in 2000 and tasked to implement process improvements that would successfully achieve stated annual

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

- ☐ African-American
☐ Asian/Pacific Islander
☐ American Indian/Alaskan

- ☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

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I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

5/20/2023

Applicant's Signature



Received
01/05/23
City Clerk's Office

Application for Appointment to City Boards

Personal Information *(Please print or type)*

Name: John C. O'Connor Home Phone: _____
Home Address: 95 Jardin de Mer Place Jacksonville Beach, FL 32250
E-Mail Address: John@oconEco.com Cell Phone: 941-875-2968
Occupation: Retired economist Business Phone: _____
Business Name: OconEco
Business Address: _____

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: Since 2017_ _____
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>95 Jardin de Mer Place</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☐	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards *(Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".*

3
2

Board of Adjustment

Community Redevelopment Agency

1
4

Planning Commission

Pension Trustee

Please list the type of City meetings you have attended: _____

Education: Master's in Economics, George Washington University, 1969

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

I spent 21 years at the International Monetary Fund and 10 at the World Bank, mostly in senior staff positions for systems to support decisions about allocation of resources. I was manager and main author, as Senior Advisor on the Bank's Vice Presidency on Environmentally Sustainable Development, of a report that made most major newspapers in 1995 on Wealth of Nations; work routinely updated by the Bank, I then spent decades as a consultant specializing

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- ☐ African-American ☒ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan Native ☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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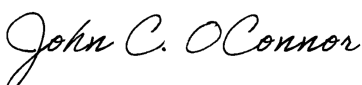
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By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

January 5, 2023


Applicant's Signature

City Clerk's Office
11 North 3rd Street
Jacksonville Beach, FL
32250
(904) 247-6250
cityclerk@jacksonvillebeach.net



Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Mary Elizabeth (Mary Beth) Ostroska Home Phone: 719-213-9522
Home Address: 2993 St Johns Blvd, Noy Beach, FL 32250
E-Mail Address: mostroska@icloud.com Cell Phone: 719-213-4522
Occupation: Nurse Practitioner Business Phone: 904-308-4014
Business Name: Community Palliative Consultants, Community Hospice
Business Address: Sunbeam Beach, Jacksonville, FL

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: _____
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: _____
Do you own property in the City?	Yes ☒	No ☐	If yes, address: _____
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

<u>1</u> Board of Adjustment	<u>3</u> Planning Commission
<u>2</u> Community Redevelopment Agency	<u>4</u> Pension Trustee

Please list the type of City meetings you have attended: _____

Education: BSN Duquesne University - Pittsburgh, PA
MBA Univ. of Pittsburgh - Pittsburgh, PA

Qualifications (briefly describe specific expertise, abilities, or qualifications):

Interested in local gov.
Practicing NP in Palliative Care, Excellent communication skills + serving patients
Interested in Natural Resources + making Noy Beach a beautiful place to live



Application for Appointment to City Boards (cont.)

State Reporting Requirements

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Race

- ☐ African-American
☐ Asian/Pacific Islander
☐ American Indian/Alaskan Native
☒ Caucasian
☐ Hispanic
☐ Not Known

Gender

- ☒ Female
☐ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

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By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date March 8, 2024

Mary Ferguson
Applicant Signature

City of Jacksonville Beach
Office of the City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250



Phone: (904) 247-6299
E-mail: cityclerk@jaxbchfl.net

RECEIVED
01/05/2023
City Clerk's Office

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Anthony M Recco Home Phone: 315-559-6450
Home Address: 508 9th Ave N Jacksonville Beach
E-Mail Address: anthony.recco@ml.com Cell Phone: 315-559-6450
Occupation: Financial Advisor First Vice President Business Phone: 904-634-6174
Business Name: Merrill Bank of America
Business Address: 50 N Laura Street Suite 3700 Jacksonville FL 32202

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>4 Yrs</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>508 9th Ave N Jax Bch</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☐	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

1	Board of Adjustment	3	Planning Commission
2	Community Redevelopment Agency	2	Pension Trustee

Please list the type of City meetings you have attended: Property variance meetings

Education: High School, some College

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

20+ yrs of asset management career. I currently serve as President of the Senior Citizens council of Rome NY, President of the Michelle Adey Memorial Fund, Past President of Rotary Club, President of Teugega Point Homeowners Association(Until 02/01). I have a genuine interest in Community involvement coupled with a desire to help shape policy and development.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- ☐ African-American ☒ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan Native ☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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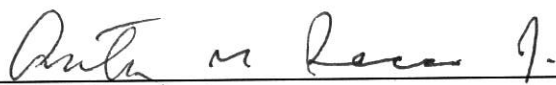
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By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

01/05/2023
Date


Applicant's Signature



Received
City Clerk
03/04/2024

Application for Appointment to City Boards

Personal Information *(Please print or type)*

Name: Lucas Snyder Home Phone: _____
Home Address: 1821 Tanglewood Rd. Jax Bch, FL . 32250
E-Mail Address: lucas.snyder2@gmail.com Cell Phone: 407-529-4084
Occupation: Youth Sports Program Director Business Phone: _____
Business Name: i9 Sports
Business Address: 1821 Tanglewoo Rd.

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>11 years</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>1821 Tangelwoor Rd., 414 10th</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards *(Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".*

1

Board of Adjustment

1

Planning Commission

1

Community Redevelopment Agency

1

Pension Trustee

Please list the type of City meetings you have attended: Served on the Board of Adjustments 2018-2019

Education: BS/UNF/ 2007

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

Application for Appointment to City Boards (cont.)

State Reporting Requirements

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Race

- ☐ African-American ☒ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan Native ☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

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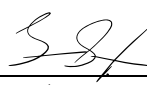
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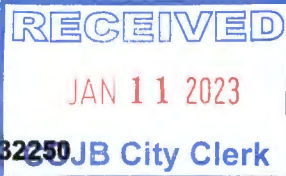
By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

3/1/24

Date


Applicant's Signature

City of Jacksonville Beach
Office of the City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250



Phone: (904) 247-6299
E-mail: cityclerk@jaxbchfl.net

Application for Appointment to City Boards

Personal Information *(Please print or type)*

Name: peter weigold Home Phone: 904-662-6515
Home Address: 111 15th Avenue S
E-Mail Address: pww65@aol.com Cell Phone: 904-662-6515
Occupation: Mortgage Banking Business Phone: _____
Business Name: _____
Business Address: _____

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>28yrs</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>See Above</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards *(Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".*

3 ☐
1 ☐

Board of Adjustment

Community Redevelopment Agency

2 ☐
4 ☐

Planning Commission

Pension Trustee

Please list the type of City meetings you have attended: Board of Adjustment

Education: BA

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

Long time resident who is very interested in the responsible development of Jax Beach.
Insuring architecture, parking, traffic, safety etc are well thought
out.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- ☐ African-American ☒ Caucasian
☐ Asian/Pacific Islander ☐ Hispanic
☐ American Indian/Alaskan Native ☐ Not Known

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

11/11/23

Applicant's Signature





CITY COUNCIL AGENDA ITEM	
TO:	Honorable Mayor and City Council
FROM:	Michael J. Staffopoulos, City Manager
DATE:	06/13/2024
SUBJECT:	FLC Policy Committee Travel

BACKGROUND

The Florida League of Cities’ (FLC) Legislative Policy Committees set the legislative platform for the League and Florida’s 411 municipalities. The Council, through resolution, adopts the priorities of the FLC as priorities for City of Jacksonville Beach.

This item is to authorize the elected officials who plan to serve on an FLC policy committee to travel to the three meetings and Legislative Conference that will take place at the Hilton Orlando, in Orlando, Florida on October 4th, November 8th, and December 5th and 6th, 2024.

All information regarding the committees is attached on the 2024-2025 FLC Legislative Policy Process document.

FINANCIAL IMPACT

Travel for the City Council is budgeted in Travel and Training and accounts for all FLC meetings.

REQUESTED ACTION

Authorize the following elected officials for travel to the FLC Policy Committee Meetings in Orlando, FL: _____.

ATTACHMENTS

- 1. FLC Legislative Policy Process



2024-2025 FLC LEGISLATIVE POLICY PROCESS

The Florida League of Cities' (FLC's) Charter and Bylaws specify that the League shall engage only on legislation that pertains directly to "municipal affairs." "Municipal affairs" refers to issues that directly pertain to the governmental, corporate and proprietary powers to conduct municipal government, perform municipal functions, render municipal services, and raise and expend revenues. Protecting Florida's cities from egregious, far-reaching attacks on Home Rule powers will always be the top priority.

Each year, municipal officials from across the state volunteer to serve on the League's legislative policy committees. Appointments are a one-year commitment and involve developing the League's Legislative Platform. The Legislative Platform addresses priority issues of statewide interest that are most likely to affect daily municipal governance and local decision-making during the upcoming legislative session.

Policy committee members also help League staff understand the real-world implications of proposed legislation, and they are asked to serve as advocates throughout the year. To get a broad spectrum of ideas and to better understand the impact of League policy proposals on rural, suburban and urban cities of all sizes, it is ideal that each of Florida's cities be represented on one or more of the legislative policy committees.

There are currently five standing legislative policy committees:

DEVELOPMENT, CODE COMPLIANCE, AND REDEVELOPMENT COMMITTEE:

This committee addresses development, redevelopment, housing, community planning, zoning, eminent domain, property rights, short-term rentals, code enforcement, building and fire code, building permitting, and concurrency management.

FINANCE AND TAXATION COMMITTEE: This committee addresses general finance and tax issues, fees, assessments, infrastructure funding, local option revenues, pension issues, revenue sharing, franchise fees, Communications Services Tax (CST), and ad valorem.

INTERGOVERNMENTAL RELATIONS, MOBILITY, AND EMERGENCY

MANAGEMENT COMMITTEE: This committee addresses transportation, municipal roads, traffic safety, municipal airports, drones, vertiports, ports, telecommunications, broadband, use of public rights-of-way, parking, signage, emergency management, homelessness, charter counties, annexation, ethics for public officers and employees, elections, special districts, and general preemptions.



2024-2025 FLC LEGISLATIVE POLICY PROCESS

MUNICIPAL OPERATIONS COMMITTEE: This committee addresses government operations, municipal service delivery, cybersecurity, technology, public safety, public meetings, public records, public property use and management, procurement, personnel, insurance, collective bargaining, workers' compensation, liability, and sovereign immunity.

UTILITIES, NATURAL RESOURCES, AND PUBLIC WORKS COMMITTEE: This committee addresses coastal management, environmental permitting, hazardous and toxic wastes, recycling, solid waste collection and disposal, stormwater, wastewater treatment and reuse, water management, water quality and quantity, resiliency, brownfields, and municipal utilities.

Due to Sunshine Law issues, only one elected official per city can be represented on a legislative policy committee, but a city could have an elected and a non-elected city official on each of the five policy committees. Appointments are made by the League president based upon a city official's support and advocacy of the Legislative Platform and participation at meetings, Legislative Action Days and other legislative-related activities.

The Florida Legislature convenes the 2025 Legislative Session on March 4. The League's legislative policy committee meetings commence in October 2024 and meet three times. No new issues will be considered by a legislative policy committee after the second committee meeting. At the last meeting, each of the five policy committees adopts ONE legislative priority. In addition, a legislative policy committee may, but is not required to, recommend ONE policy position related to other relevant issues. The policy position must satisfy the same criteria for legislative priorities. Priority and policy position statements are capped at 75 words. Recommended legislative priorities and policy positions will be considered by the Legislative Committee. If favorably considered by the Legislative Committee, they will be considered by the general membership. If adopted by the general membership, the policy priorities and policy positions may be published as the League's Legislative Platform and communicated to legislators and others, as appropriate.

2024-2025 FLC LEGISLATIVE POLICY PROCESS

The Legislative Committee is composed of:

- ▶ Each legislative policy committee chair and the chairs of the other standing committees
- ▶ The president of each local and regional league
- ▶ The presidents of several other municipal associations
- ▶ Chairs of the municipal trust boards
- ▶ Several at-large members appointed by the League president.

2024 Legislative Policy Committee Meeting Dates

- ▶ October 4, 2024, 10:00 a.m. to 2:00 p.m. at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819.
- ▶ November 8, 2024, 10:00 a.m. to 2:00 p.m. at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819.
- ▶ December 5, 2024, during the FLC Legislative Conference at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819.

If you are interested in serving or learning more, please contact Mary Edenfield at 850.701.3624 or medenfield@flcities.com.



FREQUENTLY ASKED QUESTIONS: 2024-2025 FLC LEGISLATIVE POLICY PROCESS

What is an FLC legislative policy committee?

- ▶ Policy committees help set the Legislative Platform for the Florida League of Cities (FLC) and Florida's municipalities in advance of the next legislative session.
- ▶ The five policy committees include the Development, Code Compliance, and Redevelopment Committee; Finance and Taxation Committee; Intergovernmental Relations, Mobility, and Emergency Management Committee; Municipal Operations Committee; and Utilities, Natural Resources, and Public Works Committee.
- ▶ Committees are made up of municipal officials from across the state.

Have there been any changes to the legislative policy committees this year?

- ▶ Yes! The League shifted some issues among committees to better match each committee's scope. Also, the names of four committees were changed to better represent their focus.
- ▶ Before signing up for a committee, carefully review each of the committee descriptions found in the *2024-2025 FLC Legislative Policy Committee Process* document.

When and how do I sign up for a policy committee?

- ▶ Sign-up opens in June each year.
- ▶ To sign up, contact Mary Edenfield at medenfield@flcities.com for the sign-up link or go to flcities.com.
- ▶ The FLC President makes the committee appointments, and appointments are announced in August after the FLC Annual Conference.

Can I serve on more than one policy committee?

- ▶ No. All committees meet simultaneously.

When are the meetings, and is there a virtual option?

- ▶ Committee meetings take place in person in Orlando in October, November, and December during the FLC Legislative Conference.
- ▶ There is no virtual meeting option; meetings are in person.





FREQUENTLY ASKED QUESTIONS: 2024-2025 FLC LEGISLATIVE POLICY PROCESS

How do I submit a policy issue for a committee to consider?

- ▶ If you want a committee to consider an issue as a League priority, contact the committee staff person before the October or November policy committee meeting.
 - **David Cruz**, FLC Legislative Counsel, staffs the Development, Code Compliance, and Redevelopment Committee.
 - **Charles Chapman**, Legislative Consultant, staffs the Finance and Taxation Committee.
 - **Jeff Branch**, FLC Senior Legislative Advocate, staffs the Intergovernmental Relations, Mobility, and Emergency Management Committee.
 - **Sam Wagoner**, FLC Legislative Advocate, staffs the Municipal Operations Committee.
 - **Rebecca O'Hara**, FLC Deputy General Counsel, staffs the Utilities, Natural Resources, and Public Works Committee.
- ▶ No new issues can be presented after the November meeting.

What can I expect at each meeting?

- ▶ First meeting in October: Discussions begin regarding potential priorities and policy positions.
- ▶ Second meeting in November: Discussions continue, and the committee may narrow down the list of considerations.
- ▶ Final meeting in December: The committee votes on one priority and one optional policy position, finalizing the text for the priority/policy position statements.

When will I get the meeting agenda?

- ▶ Meeting packets containing the agenda and related materials will be emailed to committee members one week before the meeting.
- ▶ You should bring a printed copy or your device to the meeting.
- ▶ Meeting packets are also available on flcities.com under the Advocacy tab.

Does FLC cover any meeting expenses?

- ▶ The League provides breakfast and lunch on the meeting date.





CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	06/14/2024
SUBJECT:	Sliplining and Sewer Repair Project on State Road A1A

BACKGROUND

The Public Works (PW) Department identified a sewer main along State Road A1A (a/k/a Third Street) from 9th Avenue North to 14th Avenue North that warranted replacement. As part of the Best Management Practices (BMP) to determine how to repair this sewer main, PW looked into direct construction replacement, pipe bursting, and cleaning, lining, and potential point repairs to assure a new functioning sanitary sewer main. The costs for direct construction replacement and pipe bursting are cost prohibitive. The best choice for repair is utilizing sliplining and potential point repairs utilizing the piggybacking of the Insituform Technologies/Omnia Contract: Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure (County of DuPage, IL) 23, 0065-PW. The piggyback contract documents may be found [here](#).

The cost estimate for this project in the amount of \$1,039,100 includes up to six point repairs at \$89,062 each. PW is recommending an additional 10% contingency for this project, bringing the total amount not to exceed \$1,143,010.

This project was originally included and budgeted in the 2023 CIP at \$700,000, but due to inability and timing to determine methods of repair, it did not get completed during that period.

FINANCIAL IMPACT

Funding for this project is available in the water/sewer operating reserves and the budget in account 420-07-0707-536-63-563000 will be adjusted at yearend.

REQUESTED ACTION

Approve/Disapprove a Sliplining and Sewer Repair Project with Insituform Technologies, LLC, on State Road A1A for an amount not to exceed \$1,143,010

ATTACHMENTS

1. 6-13-24 Proposal - City of Jacksonville Beach 10 Inch DI CIPP Rehab Project - A1A
2. A1A (3rd St N) Sewer Lining



6966 Business Park Blvd.
Jacksonville, FL 32256
www.insituform.com

Dave Raymond
Commercial Manager

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@azuria.com

6-13-2024

Dennis Dupries
Construction Project Manager
Department of Public Works
City of Jacksonville Beach
1460-A Shetter Ave. 1st Floor
Jacksonville, Beach, FL 32250
Fax: (904) 247-6117
Cell: (904) 509-0268
Email: ddupries@jaxbchfl.net

**Re: Cost Proposal – A1A – 10” DI Gravity Sewer Main Rehab
Between 7th & 14th Ave North**

Dennis,

Insituform Technologies, LLC, (“ITLLC”) is pleased to provide the following proposal to **The City of Jacksonville Beach**, hereinafter referred to as “Customer”, for the scope of work detailed below for the above-referenced Project. **This proposal is based off the Insituform Technologies/Omnia Contract: Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure (County of DuPage, IL) 23-065-PW.**

City of Jacksonville Beach – Omnia Partners FORCE ID#: 4002677

Link to all Bid Docs Associated with Omnia Contract:

[Insituform Technologies](#) | [OMNIA Partners](#) | [Contract Documents](#)

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
Section A – CIPP Mainline Rehabilitation Gravity Applications					
3	10” x 6.0 mm	LF	2,100	\$50.00	\$105,000.00
27	6” to 12” CIPP Setup Charge Per Install Length	LF	2,100	\$20.00	\$42,000.00
37	Steel Plate (per plate)	Day	12	\$300.00	\$3,600.00
Section C/D – Clean/TV & Evaluation for Gravity Pipelines					
58	10” Clean and TV	LF	2,100	\$8.00	\$16,800.00

71	6" to 18" post TV Inspection After Rehabilitation	LF	2,100	\$5.00	\$10,500.00
Section E – Bypass for Gravity Pipelines and Associated Items					
92	Bypass System Equip/pipe delivery, tear down, pick up 4"	EA	9	\$12,000.00	\$108,000.00
96	Set up 4" Pump (Per Pump)	EA	14	\$1,000.00	\$14,000.00
100	Set up 4" Piping	LF	2,100	\$10.00	\$21,000.00
106	Operate 4" Pumping System (Fuel & Main Per Pump)	Day	8	\$400.00	\$3,200.00
110	Bypass Pump Watch	Day	12	\$2,750.00	\$33,000.00
Section E – Bypass for Gravity Pipelines and Associated Items					
122	8" – 12" Point Repair (8' – 12' deep)	EA	9	\$8,000.00	\$72,000.00
134	Access Pit (8' – 12' deep)	EA	9	\$21,000.00	\$189,000.00
141	Trench Safety	LF	180	\$25.00	\$4,500.00
159	Dewatering setup (well pointing)	EA	6	\$12,000.00	\$72,000.00
160	Well Point	LF	120	\$900.00	\$108,000.00
Section G – Sanitary Manhole Replacement & Traffic Control (MOT)					
185	Traffic Control – TXDOT or Other State Governed Agency	Day	31	\$3,500.00	\$108,500.00
Section L – Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning					
345	10" Cleaning with scrapers or other attached tools	LF	2,100	\$25.00	\$52,500.00
363	Tuberculation Removal (Pressure & Gravity Pipelines)	IN/DIA/LF	5,000	\$5.00	\$25,000.00
Section R – Crew Travel & Mobilization					
507	Travel and Mobilization	EA	2	\$12,750.00	\$25,500.00
508	Travel and Mobilization	EA	1	\$25,000.00	\$25,000.00
	TOTAL				\$1,039,100.00

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

- Mobilization and demobilization** of personnel, equipment, and materials to and from the Project site for the duration of the project.

2. **Performance and payment bonds** are included in this proposal. \$15,000.00 is accounted for on line item 507 Travel and Mobilization for an approximate monetary amount of 1.5% of the final proposed price IF all six (6) point repairs are conducted.
3. **Maintenance of Traffic (MOT)** for cleaning/televising/tuberculation removal, CIPP lining and any possible point repairs. (A) The FDOT for Duval County requires ITLLC to pull a General Use Permit (GUP). This permit (GUP) will be no additional cost to the Customer. (B) If FDOT requires an MOT plan, ITLLC will have a qualified company create an MOT/FDOT approved plan. The cost to cover and MOT/FDOT approved plan is covered in line item 185 – Traffic Control, (C) The proposed work (2,100 LF of 10" CIPP and any possible point repairs) will require an **FDOT 102-613 Plan: Multilane Work Withing Travel Way Median or Outside Lane**. See link below:
<https://www.fdot.gov/design/standardplans/2024/24.shtm>
4. **Point Repairs** - This proposal is based on a maximum of six (6) point repairs. If no point repairs are needed, no additional costs associated with point repairs would be charges to the Customer. Each point repair on this proposal is estimated at **\$89,062.00**. That cost includes mobilization, shoring/trench box, dewatering, digging down and repairing the line and full site restoration including concrete barriers back to original condition, line stripping, and asphalt repair. It is estimated to account for 5 days per point repair. The point repair subcontractor chosen for this work would be Callaway Contracting out of Jacksonville, Florida.
5. **Bypass** – This proposal covers all aspects of by-passing for the cleaning/televising/tuberculation removal, CIPP lining and possible point repairs scope of work.
6. **Insurance** - The City of Jacksonville Beach will be listed as the name insured at no additional cost.
7. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC.
8. Internal reinstatement of all service connections as directed by the Customer or their representative.
9. CCTV inspection of the pipe before and after the lining is complete.
10. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
11. Standard insurance coverage with the following limits:
 - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - Auto: \$2,000,000 Combined Single Limit
 - Workers Compensation: Statutory with \$1,000,000 Employer's LiabilityThe above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer,

at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Manual operation of any pumping and/or metering stations.
2. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
3. External service reconnections.
4. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
5. Bypassing of services or laterals.
6. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
7. Removal and disposal of any hazardous or toxic materials encountered during the Project.
8. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
9. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
10. State and local sales and/or use taxes.

GENERAL TERMS AND CONDITIONS:

- 1. ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the Insituform Technologies/Omnia Contract: Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure (County of DuPage, IL) 23-065-PW.**

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond

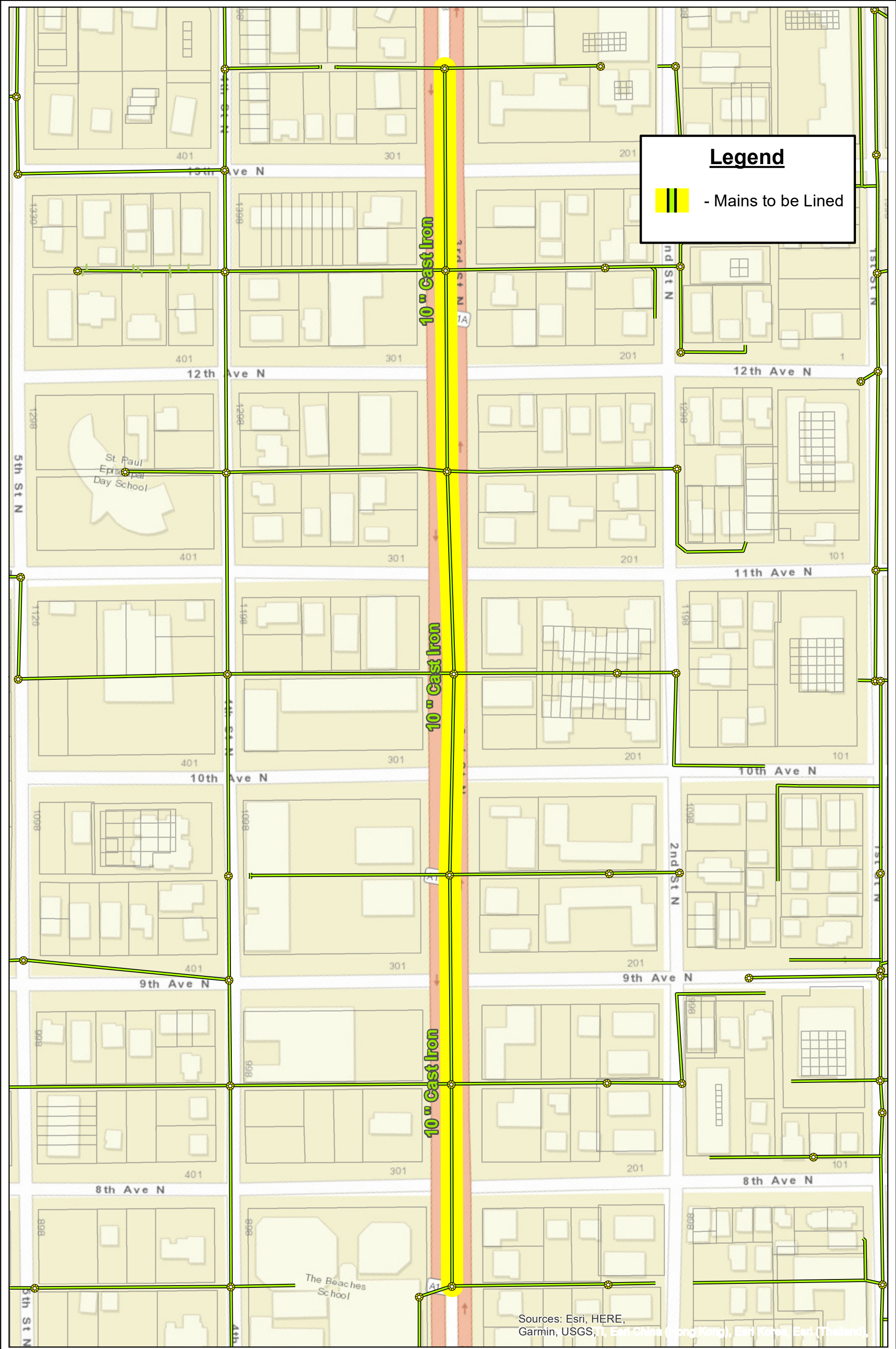
Dave Raymond
Business Development Manager

Accepted By: _____
(signed)

(print name)

Date: _____

Title: _____



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

A1A / 3rd St N Sewer Lining Project



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.

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Bill Rieger, Chief Information Officer
DATE:	06/17/2024
SUBJECT:	Document Management System Upgrade

BACKGROUND

The current document management system for Sungard (the City's enterprise AS/400 based application) is an on-premise system, utilizing image files for document storage and a keyword-based search function. This upgrade will move the system to cloud-based, eliminating the need for servers on-premise. All image files will be electronically re-scanned through the use of cloud-based servers (provided by the vendor) to rebuild the state-mandated keyword-based search function. The upgrade will provide improved document management services for the following departments:

- Finance
- Planning and Development
- Police Department
- City Clerk
- Human Resources

The new system will offer several benefits, including:

- Increased efficiency and productivity
- Improved document security
- Enhanced search capabilities
- Scalability to meet future needs

The scanning will take several months, but general system functionality is expected to be completed within six months.

FINANCIAL IMPACT

The total cost of the project, including licensing for 3 years, is \$167,827.24. Funding is available in the General Fund, unanticipated reserve and the budget in account 315-00-0000-519-64-564000 at year end.

REQUESTED ACTION

1. Approve/Disapprove the purchase of a Document Management System Upgrade from Upland Software, Inc., and declare Upland Software, Inc., a Sole Source Provider for future purchases;
2. Delegate the City Manager as the authorized representative to sign Upland Software, Inc., Quote No. Q-317463-3 and both Statements of Work; and



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

3. Authorize the Mayor and City Manager to execute the Master Services Agreement with Upland Software, Inc.

ATTACHMENTS

1. Upland Software, Inc., Quote No. Q-317463-3
2. Upland Software, Inc., Statement of Work (Move to Hosted Environment)
3. Upland Software, Inc., Statement of Work (OptiView to FileBound Conversion)
4. Master Services Agreement

Upland Software, Inc.
401 Congress Ave Suite 1850 Austin
TX
78701-3788
United States
Phone:855-944-PLAN (7526)
www.uplandsoftware.com

Quote Number: Q-317463-3
Quote Date: 7/10/2024
Quote Expires On: 7/28/2024
Proposed By: Kelly Refshauge
Email: krefshauge@uplandsoftware.com

Customer and Billing Details

Customer: City of Jacksonville Beach
Customer Number: C-14594
Ship To: City of Jacksonville Beach
Information Systems 11 3rd St N
Jacksonville Beach , FL , 32250
United States
Bill To: City of Jacksonville Beach
Property & Procurement Div. 1460-A
Shetter Ave.
Jacksonville Beach , FL , 32250
United States
Primary Contact: Allan Keelen
Primary Phone:
Billing Currency: USD

Purchase Details

Start Date: 7/1/2024 **End Date:** 6/30/2027 **Product Billing Frequency:** One-Time
Payment Terms: Net 45 **Professional Service Billing Frequency:** As rendered

License and Product Details

Description	Billing Frequency	Quantity Unit of Measure	Net Unit Price	Term (Months)	Annual Amount	Extended Price for Full Term
FileBound: Setup, Cloud Site Setup - 15 Concurrent Document Management (7/1/2024-6/30/2025)	One-Time	1 Unit per Month	\$ 2,401.42	12.00	\$ 28,817.00	\$ 28,817.00
FileBound: Setup, Cloud Site Setup - 20 Concurrent Document Management (7/1/2025-6/30/2026)	One-Time	1 Unit per Month	\$ 2,881.82	12.00	\$ 34,581.84	\$ 34,581.84
FileBound: Setup, Cloud Site Setup - 30 Concurrent Enterprise (7/1/2026-6/30/2027)	One-Time	1 Unit per Month	\$ 3,842.33	12.00	\$ 46,108.00	\$ 46,108.00
FileBound: FileBound Capture Subscription - included with subscription	One-Time	10 Each	\$ 0.00	36.00	\$ 0.00	\$ 0.00
FileBound: Importer Pro Subscription - included with subscription	One-Time	1 Each	\$ 0.00	36.00	\$ 0.00	\$ 0.00
FileBound: FileBound Records Management Subscription	One-Time	1 Unit per Month	\$ 0.00	36.00	\$ 0.00	\$ 0.00
FileBound - Recurring Managed Services	One-Time	27.416 Units Per Year	\$ 325.00	24.00	\$ 8,910.20	\$ 17,820.40
Total:					\$ 118,417.04	\$ 127,327.24

Professional Services Details

Upland Software, Inc.
401 Congress Ave Suite 1850 Austin
TX
78701-3788
United States
Phone:855-944-PLAN (7526)
www.uplandsoftware.com

Quote Number: Q-317463-3
Quote Date: 7/10/2024
Quote Expires On: 7/28/2024
Proposed By: Kelly Refshauge
Email: krefshauge@uplandsoftware.com

Description	Billing Frequency	Quantity Unit of Measure	Net Unit Price	Extended Price for First Year
FileBound: Professional Services, Hourly Professional Services, Fixed Fee, Direct	As rendered	1 Each	5100.00	5100.00
FileBound: Professional Services, Hourly Professional Services, Time & Material, Direct	As rendered	120 Hours	295.00	35400.00
Total:				\$ 40,500.00

Quote Total Amount

Total:	USD 167,827.24
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Upland Software, Inc.
401 Congress Ave Suite 1850 Austin
TX
78701-3788
United States
Phone:855-944-PLAN (7526)
www.uplandsoftware.com

Quote Number:	Q-317463-3
Quote Date:	7/10/2024
Quote Expires On:	7/28/2024
Proposed By:	Kelly Refshauge
Email:	krefshauge@uplandsoftware.com

Terms and Conditions

1. **Binding Effect.** Customer and Upland are entering into this sales order or quote ("Sales Order") subject to the terms of the Master Services Agreement ("MSA") currently in effect between the parties as of the date this Sales Order is signed (this Sales Order together with the MSA, the "Agreement"). In the event there is no MSA currently in effect, then the applicable terms and conditions of the Master Services Agreement hosted at <http://www.uplandsoftware.com/terms-of-service.pdf> shall control. Capitalized terms not defined in this Sales Order have the meaning ascribed to them elsewhere in the Agreement.
2. **Non-Waiver.** For record-keeping purposes and the convenience of its Customers, in advance of the expiry of this Sales Order Upland may provide Customer with an updated Sales Order detailing the Services to be supplied by Upland upon renewal. For the avoidance of doubt, the parties acknowledge and agree that Upland's provision of such an updated Sales Order shall not constitute Upland's notice of (i) its intention not to renew the Agreement, or (ii) its intention to terminate the Agreement.
3. **Fees.** Customer agrees to pay any and all fees provided herein. Prices quoted are exclusive of any applicable taxes. All subscription fees hereunder shall be invoiced in advance and are due and payable in accordance with the Payment Terms set forth above. Customer acknowledges that fees for renewal periods shall be invoiced in advance and are due on or before the start date of such renewal period.
4. **Professional Services Fees.** Fees prepaid for Professional Services become non-refundable and are earned upon the earlier of: (i) the date the Professional Services are delivered (on a *pro-rata*, ongoing basis); or (ii) one year from the date of the applicable invoice. Any Professional Services purchased but not yet delivered as of the End Date set forth above shall be deemed to have expired effective as of the End Date. If no End Date is set forth, then such Professional Services shall expire one year after the signature date of this Sales Order Form. Additional specifics governing expiration may be outlined in the accompanying Statement of Work, if available. In the event of any conflict between the terms of this Sales Order Form and any accompanying Statement of Work, the terms of the Statement of Work shall control and prevail, and the terms of this Sales Order shall be of no effect.

Upland Software, Inc.

401 Congress Ave Suite 1850 Austin
TX
78701-3788
United States
Phone:855-944-PLAN (7526)
www.uplandsoftware.com

Quote Number:

Q-317463-3

Quote Date:

7/10/2024

Quote Expires On:

7/28/2024

Proposed By:

Kelly Refshauge

Email:

krefshauge@uplandsoftware.com

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THE AGREEMENT

Name (Print): _____

Date: _____

Title: _____

Signature: _____

Customer: City of Jacksonville Beach

If a Purchase Order is required for the purchase or payment of the items on this Sales Order, please complete the following:

PO Number: *\PO_Number1*PO Amount: *\PO_Amount1***Upland Signature**

Name (Print): _____

Date: _____

Title: _____

Signature: _____

THANK YOU FOR YOUR BUSINESS!

Upland Software, Inc.
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United States
Phone:855-944-PLAN (7526)
www.uplandsoftware.com

Quote Number: Q-317463-3
Quote Date: 7/10/2024
Quote Expires On: 7/28/2024
Proposed By: Kelly Refshauge
Email: krefshauge@uplandsoftware.com

Please verify and initial the following customer information and indicate what needs to be changed, if needed.

Customer Checklist			
Checklist Item	Response		If there are changes, please provide details below.
Does your company require a PO# on invoices? If yes, please provide PO# in the space by signature block.	Yes ☐ cb1_one\ No ☐ cb1_one\ 	Initial ln1_two\ 	txtSp1_one\
Are the company name and billing address correct?	Yes ☐ cb1_two\ No ☐ cb1_two\ 	Initial ln1_two\ 	txt1_two\
Does your company need Upland to fill out a supplier form to properly set Upland up as a vendor? This includes setting up supplier portals.	Yes ☐ cb1_three\ No ☐ cb1_three\ 	Initial ln1_two\ 	txt1_three\
Is your company a tax-exempt entity? If Yes, please provide the associated tax certificate.	Yes ☐ cb1_four\ No ☐ cb1_four\ 	Initial ln1_two\ 	txt1_four\



Statement of Work

Confidentiality Statement:

The information contained in this document is considered confidential and proprietary. It is intended for use exclusively between Upland Software, Inc. and its Affiliates ("Upland"), and Customer and its Affiliates. It is submitted in commercial confidence and is to be used solely for the purpose for which it is furnished. This document and all information contained herein shall not be transmitted, reproduced, disclosed or used otherwise, in whole or in part, without the expressly written authorization of Upland.



1. Customer Information

Customer Name ("Customer"):	City of Jacksonville Beach
Billing Address:	11 3rd ST N Jacksonville Beach, FL 32250
Attention:	Allan Keelan
Email:	akeelen@jaxbchfl.net
Phone:	(904) 707-0277

2. SOW Details

SOW Effective Date:	Upon Signing
SOW Number:	328811
FileBound Number:	City of Jacksonville Beach-2024-6763 – move to hosted environment

IN WITNESS WHEREOF, the parties have executed this SOW through their authorized representatives.

Accepted on behalf of City of Jacksonville Beach

By: _____
Name: _____
Title: _____
Date: _____

Accepted on behalf of Upland Software, Inc. ("Upland")

By: _____
Name: _____
Title: _____
Date: _____



3. Offer Period

The offer for the Services detailed in this SOW is valid until September 30, 2024. If this SOW is not signed, dated and returned by Customer to Upland on or before close of business on such date, Upland shall have the option to withdraw the offer and the terms of this SOW shall be null and void.

4. Overview

Customer and Upland are entering into this Statement of Work #328811, including any exhibits attached hereto, (collectively the "SOW"), subject to the terms of the Master Services Agreement ("MSA") currently in effect between the parties as of the SOW Effective Date set forth above. In the event there is no MSA currently in effect between the parties applicable to the Services under this SOW, then the applicable terms and conditions of the Master Services Agreement hosted at <http://www.uplandsoftware.com/terms-of-service.pdf> shall control (the SOW and MSA, together, the "Agreement"). Capitalized terms not otherwise defined in this SOW shall have the meanings specified elsewhere in the MSA. In the event of conflict between the terms of this SOW and the terms of the MSA, this SOW shall govern. This SOW is effective as of the SOW Effective Date stated above and expires twelve (12) months from the SOW Effective Date ("SOW Term"). Except as expressly provided under the Note immediately below, this SOW supersedes any previous written or verbal communication about the identified project scope including any proposals or presentations.

Note: To the extent the Professional Services detailed in this SOW are ordered by Customer under a quote or sales order ("Sales Order"), this SOW shall be a considered supplemental addendum to such Sales Order and not a duplicate order for those Professional Services. In the event of a conflict between the terms of this SOW related to the Professional Services detailed herein, and the terms of the applicable Sales Order, the terms of this SOW shall prevail.

5. Scope

- a. Services. Upland shall perform the following consulting, training, technical, implementation, configuration and/or other related services ("Services") applicable to FileBound under this SOW:

Jacksonville Beach wants to move their FileBound environment to the hosted environment.

FileBound will utilize Importer Pro to upload documents into FileBound. This process will be completed after all projects have been created. This will add the documents to the projects and create database entries for each document. This will have to be completed project by project.



Unless otherwise specified in this SOW, all Services will be delivered remotely. Any training sessions will be recorded and made available to Customer to download. Upland reserves the right to delete the recording after fifteen (15) days.

- b. Outside of Scope. The Services above do not include, without limitation:
 - i. Additional Services, beyond what is identified above under Services.
 - ii. Implementation and configuration of any items in a language other than US English, unless otherwise specifically provided in this SOW.
 - iii. Customization of user training content, unless otherwise specifically provided in this SOW.
- c. Intellectual Property. Notwithstanding anything to the contrary in the MSA, all documentation, Upland materials, and software developed or provided by Upland under this SOW will remain the intellectual property of Upland and shall not be considered work for hire.

6. Change Orders

If either party wishes to change any aspect of the Services, then the party that desires the change must inform the project lead of the other party's project team through an email that outlines the details of the requested change, including timing and cost implications. If both parties agree to the change then Upland will create a change order form ("**Change Order**") that memorializes the outlines the change, including any impacts of the change, and any additional fees, as applicable. The Change Order will not be effective, and no work on the change will be undertaken, until both parties have executed the Change Order and returned it to Upland.

7. Customer Responsibilities

Upland's provision of Services under this SOW requires Customer's cooperation and collaboration. To enable Upland's performance under this SOW, Customer shall:

- a. Identify the following individuals on Customer's team prior to Upland's commencing work under this SOW:
 - i. Project lead
 - ii. Project team
 - iii. Users (including any pilot users if applicable)
 - iv. Administrators and managers who will provide ongoing configuration of FileBound beyond the implementation period
 - v. Support contacts that will open cases with Upland's technical customer support team
 - vi. Executive sponsors as needed for change management, accountability setting, and reporting purposes
- b. Allocate sufficient internal Customer resources and ensure that Customer's project team members are available to work with Upland's team members when necessary;



attend meetings, trainings and working sessions; and respond to Upland in a timely fashion.

- c. Communicate Customer timelines to Upland's project team. Note, Customer is responsible for managing its own scheduling, timelines, planning and internal dependencies.

8. Dependencies, Assumptions and Identified Risks

Upland's ability to deliver the Services is subject to certain dependencies, assumptions and risks, including, but not limited to, the items detailed below:

- a. Delays in Upland's performance may occur if the Customer does not agree to a start date under Section 9 (Scheduling) or does meet and fulfill its Customer Responsibilities (see Section 7) in a prompt and timely fashion.
- b. Once Upland commences work under this SOW, such work should continue without interruption or delay by Customer (i.e., Customer may not repeatedly pause Upland's work). In the event Upland begins work under this SOW and there is a delay in excess of sixty (60) days in the aggregate resulting from the acts, inactions, errors or omissions of Customer, a Change Order may be required.
- c. Reperformance of the Services is not included in the fees (e.g., If Upland provides training to the Customer's project team, and the project team members are replaced, reperformance of such training by Upland will be subject to additional fees).
- d. If Customer changes its internal requirements in such a way that the assumptions upon which the Services under this SOW were conceived and agreed to are no longer valid and the Services need to be modified, a Change Order will be required, and delays are likely to result.
- e. Unique issues that require troubleshooting may arise due to differences in, or specific requirements related to, the technology infrastructure used by the Customer.
- f. Upland shall not be responsible for delays in its performance which are caused by the Customer.

9. Scheduling

- a. Commencement of work by Upland under this SOW will be based upon Upland's resource availability. Lead times to schedule such work may take a month or longer from the date of execution of this SOW. While Upland endeavors to start work immediately, Upland works on SOWs on a first-come, first-served basis. Thus, Upland's work under this SOW will begin based on its order in our queue.
- b. Customer understands that Upland allocates time and resources to prepare and perform the Services under this SOW, and to the extent Customer cancels or reschedules such Services, Upland may incur financial and/or opportunity costs associated with such cancelation/rescheduling. If Customer cancels or reschedules any previously scheduled event (including, but not limited to, any web-based meetings, calls, trainings or other Services) within forty-eight (48) hours of the scheduled event, Upland



may charge Customer an additional hourly fee (at Upland's then-current hourly rate) for the rescheduled event.

- c. Any fees under this Section 10 shall be invoiced as incurred. Upland, in its sole discretion may waive some, or all, of such fees.

10. Travel and Business Expenses

Any travel or business-related expenses incurred in the provision of Services under this SOW ("Expenses"). must be pre-approved by the Customer. Such Expenses are in addition to the Fees. Customer will reimburse Upland for any pre-approved Expenses. Such Expenses shall be invoiced by Upland without markup and supporting receipts shall be provided upon Customer's request. If Customer cancels or reschedules Upland's pre-approved travel less than seven (7) days prior to the scheduled visit, Customer shall pay all of Upland's unrefunded travel expenses, and cancelation and change fees, related to such visit.

11. Fees and Payment Terms

ITEMS	PRICE
Move to hosted environment	5,100.00
<<Service Item>>	
TOTAL	\$ 5,100.00

Fixed Fee Project – Pay in advance

- Customer shall pay a fixed fee of \$ 5,100.00 for the Services.
- This total fee will be invoiced as follows: \$ 5,100.00 invoiced upon execution of this SOW by both parties.
- Invoices are payable 45 days from receipt of the invoice.
- Additional Details:
 - Except for delays due to Upland, fees prepaid for Services which remain unused at the end of the SOW Term shall expire and be retained by Upland.



Statement of Work

Confidentiality Statement:

The information contained in this document is considered confidential and proprietary. It is intended for use exclusively between Upland Software, Inc. and its Affiliates ("Upland"), and Customer and its Affiliates. It is submitted in commercial confidence and is to be used solely for the purpose for which it is furnished. This document and all information contained herein shall not be transmitted, reproduced, disclosed or used otherwise, in whole or in part, without the expressly written authorization of Upland.



1. Customer Information

Customer Name	City of Jacksonville Beach
("Customer"):	
Billing Address:	City of Jacksonville Beach
Attention:	Allan Keelan
Email:	akeelen@jaxbchfl.net
Phone:	(904) 707-0277

2. SOW Details

SOW Effective Date:	Upon Signing
SOW Number:	329076
FileBound Number:	City of Jacksonville Beach-2024-6775

IN WITNESS WHEREOF, the parties have executed this SOW through their authorized representatives.

Accepted on behalf of City of Jacksonville Beach

By: _____
Name: _____
Title: _____
Date: _____

Accepted on behalf of Upland Software, Inc. ("Upland")

By: _____
Name: _____
Title: _____
Date: _____



3. Offer Period

The offer for the Services detailed in this SOW is valid until September 30, 2024. If this SOW is not signed, dated and returned by Customer to Upland on or before close of business on such date, Upland shall have the option to withdraw the offer and the terms of this SOW shall be null and void.

4. Overview

Customer and Upland are entering into this Statement of Work #329076, including any exhibits attached hereto, (collectively the "SOW"), subject to the terms of the Master Services Agreement ("MSA") currently in effect between the parties as of the SOW Effective Date set forth above. In the event there is no MSA currently in effect between the parties applicable to the Services under this SOW, then the applicable terms and conditions of the Master Services Agreement hosted at <http://www.uplandsoftware.com/terms-of-service.pdf> shall control (the SOW and MSA, together, the "Agreement"). Capitalized terms not otherwise defined in this SOW shall have the meanings specified elsewhere in the MSA. In the event of conflict between the terms of this SOW and the terms of the MSA, this SOW shall govern. This SOW is effective as of the SOW Effective Date stated above and expires twelve (12) months from the SOW Effective Date ("SOW Term"). Except as expressly provided under the Note immediately below, this SOW supersedes any previous written or verbal communication about the identified project scope including any proposals or presentations.

Note: To the extent the Professional Services detailed in this SOW are ordered by Customer under a quote or sales order ("Sales Order"), this SOW shall be a considered supplemental addendum to such Sales Order and not a duplicate order for those Professional Services. In the event of a conflict between the terms of this SOW related to the Professional Services detailed herein, and the terms of the applicable Sales Order, the terms of this SOW shall prevail.

5. Scope

- a. Services. Upland shall perform the following consulting, training, technical, implementation, configuration and/or other related services ("Services") applicable to FileBound under this SOW:

[FileBound is a very robust document management and workflow automation system that will provide additional features our customers have been requesting.](#)

[Some of these are:](#)

- [Unlimited Tabs](#)
- [Unlimited Categories](#)
- [Up to 20 Index fields](#)
- [Text and Index Search all in one](#)
- [Multilevel Security - Project Administrator/System Administrator/Access Administrator](#)
- [File and Field Level Security](#)



The City of Jacksonville Beach is currently utilizing OptiView in an AS400 environment. They are interested in moving to FileBound in the cloud. FileBound will require VPN access to a server to export all documents per project to a local hard drive.

FileBound recommends converting one department with their group of cabinets at a time. This allows each department to go live in a timely manner and allows for FileBound to export all documents and get them uploaded. Since the users will still be storing documents into OptiView, if this method isn't utilized will difficult to finalize the implementation due to the number of documents actively being stored on a daily basis.

Once each department's timeline is confirmed, FileBound will verify export of all documents for all cabinets, upload to FileBound an delta documents and provide training to that department.

ImplementationProcess:

- The City of Jacksonville Beach to provide access to:
 - Server with OptiView client
 - Access to AS400 – OptiView Administrator
 - Server to allow installation of FileBound Importer Professional Software utilized for uploading of documents to hosted environment
 - Server to have enough drive space available for exporting of OptiView documents.
 - FileBound will export all documents utilizing OptiView Client – this will be a continuous effort until the department goes live in FileBound. As the department goes live in FileBound all access to OptiView will be put into read only mode for the specific department cabinets.
 - FileBound will import all documents into the hosted FileBound system - this will be a continuous effort until the department goes live in FileBound.
 - Create users – determine how users will be brought into the system – manually or AD Group Sync.
 - Create Groups – FileBound will need access to the AS400 OptiView Administrator in order to what users are to access which cabinets.
 - Training for each department as they go live. This will be recorded to allow users to reference the training at any time.
 - Determine if all cabinets are still in use and/or if historical data needs to be moved over.
 - Schedule meetings with each department to determine if they are utilizing their cabinets still



Once all departments have been converted over to FileBound, an email notification will be sent out for confirmation of completion. The City of Jacksonville Beach will be required to acknowledge the completion via email.

Here is the process that FileBound will follow in order to export all of the data from OptiView and create a new FileBound instance in the cloud.

- A new FileBound cloud site will be created
- All cabinets in OptiView will be manually created in FileBound. FileBound will meeting with The City of Jacksonville Beach to verify the current cabinet structures are currently setup to maximize the efficiency of the system(Indices, Tabs, Categories).

These are to include:

- &Cash(name will change as special characters aren't allowed in FileBound) – Are all 4 indices being used?
 - 1 Tab / 1 Category
 - MMDDYY
 - MM
 - DD
 - YY
- &Finance Docs(name will change as special characters aren't allowed in FileBound)
 - 1 Tab / 3 Categories
 - Name
- &Finance Records(name will change as special characters aren't allowed in FileBound)
 - 1 Tab / 1 Category
 - Type
 - RE#
 - RES#
 - MR#
- &Finance Stmtns(name will change as special characters aren't allowed in FileBound)
 - 3 Tabs / 7 Categories
 - Year YYYY
- &Wire(name will change as special characters aren't allowed in FileBound)
 - 1 Tab / 1 Category
 - MM/YY
- *Charters(name will change as special characters aren't allowed in FileBound)



Services Statement of Work

- 1 Tab / 2 Categories
 - MM/DD/YYYY
- *City Clerk(name will change as special characters aren't allowed in FileBound)
 - 4 Tabs / 26 Categories
 - MM/DD/YYYY
- *City Clerk2(name will change as special characters aren't allowed in FileBound)
 - 4 Tabs / 16 Categories
 - Name
- *City Documents(name will change as special characters aren't allowed in FileBound)
 - 1 Tab / 9 Categories
 - DOC#
- *Elections(name will change as special characters aren't allowed in FileBound)
 - 1 Tab / 4 Categories
 - Name
- *Ordinances(name will change as special characters aren't allowed in FileBound)
 - 1 Tab / 1 Category
 - Ord#
 - Year YYYY
- *Pension Admin(name will change as special characters aren't allowed in FileBound)
 - 4 Tabs / 51 Categories
 - Year YYYY
- *Planning Commission(name will change as special characters aren't allowed in FileBound)
 - 1 Tab / 3 Categories
 - MM/DD/YYYY
- *Resolutions(name will change as special characters aren't allowed in FileBound)
 - 1 Tab / 1 Category
 - Res#
 - Year YYYY
- ~Planning & Development(name will change as special characters aren't allowed in FileBound)
 - 2 Tabs / 11 Categories
 - Name



- Accrual
 - 2 Tabs / 13 Categories
 - Emp#
- Annual YTD(Duplicate?)
 - 2 Tabs / 13 Categories
 - Emp#
- Application Inquiry
 - 4 Tabs / 54 Categories
 - Address
- Application Selection by Application Num(Duplicate?)
 - 4 Tabs / 54 Categories
 - Address
- BP204I01(Green screen integration – review master cabinet)
 - 3 Tabs/ 39 Categories
 - Address
- Case Action Scheduling
 - 1 Tab / 3 Categories
 - Case#
 - Address
- Case Inquiry (Duplicate?)
 - 1 Tab / 3 Categories
 - Case#
 - Address
- Case Master Maintenance
 - 1 Tab / 3 Categories
 - Case#
 - Address
- CE200I01(Duplicate – Case Master Maintenance?)
 - 1 Tab / 3 Categories
 - Address
- Cemetery-GC A-D (should be CG not GC?)
 - 4 Tabs / 12 Categories
 - Niche #
- Cemetery Cards
 - 4 Tabs / 56 Categories
 - Name



Services Statement of Work

- Cemetery Cards-Mausoleum
 - 4 Tabs / 26 Categories
 - Name
- Cemetery Maps
 - 2 Tabs / 2 Categories
 - Section
- Cemetery-CG E-H
 - 4 Tabs / 20 Categories
 - Niche #
- Cemetery-CG I-L
 - 4 Tabs / 30 Categories
 - Niche #
- Cemetery-CG M-P
 - 4 Tabs / 12 Categories
 - Niche #
- Cemetery-CG Q-T
 - 4 Tabs / 20 Categories
 - Niche #
- Cemetery-CG U
 - 1 Tab / 3 Categories
 - Niche #
- Cemetery-LK A-D
 - 4 Tabs / 21 Categories
 - Lot #
 - Grave/SPAC
- Cemetery LK E-J
 - 3 Tabs / 6 Categories
 - Lot #
 - Grave/SPAC
- Cemetery-Memorial Wall
 - 4 Tabs / 40 Categories
 - Loc#
- Cemetery-Misc
 - 3 Tabs / 7 Categories
 - Name



- Cemetery-WS AC
 - 4 Tabs / 38 Categories
 - Lot #
 - Grave/SPAC
- Cemetery-WS D-G
 - 4 Tabs / 30 Categories
 - Lot#
 - Grave/SPAC
- Cemetery-WS H-K
 - 4 Tabs / 39 Categories
 - Lot #
 - Grave/SPAC
- Cemetery-WS L & Mausoleum
 - 2 Tabs / 5 Categories
 - Lot #
 - Grave/SPAC
- Check Detail
 - 2 Tabs / 13 Categories
 - Emp#
- Check Select (Duplicate of Check Detail?)
 - 2 Tabs / 13 Categories
 - Emp#
- Check Selection
 - 4 Tabs / 36 Categories
 - Emp#
- City Manager
 - 4 Tabs / 10 Categories
 - MM/DD/YYYY
 - Name
- Customer Services Maintenance
 - 2 Tabs / 8 Categories
 - Customer I
 - Location I
- Demographic Information
 - 4 Tabs / 35 Categories
 - Emp#



Services Statement of Work

- Display Applicant
 - 4 Tabs / 20 Categories
 - SSN
- Dog Park
 - 1 Tab / 1 Category
 - Name
- EE Status
 - 4 Tabs / 35 Categories
 - Emp#
- Employee Status
 - 1 Tab / 6 Categories
 - Emp#
- Employee Status info
 - 2 Tabs / 2 Categories
 - Employee#
- GM163I02(Green screen integration – review master cabinet)
 - 1 Tab / 1 Category
 - Check NO.
- GM201I07(Green screen integration – review master cabinet) – Duplicate
 - Check NO.
- Hours Detail
 - 2 Tabs / 13 Categories
 - Emp#
- IBM I Main Menu(Green screen integration – review master cabinet) – Test cabinet – not required to convert.
 - Test
- Info Systems
 - 4 Tabs / 56 Categories
 - PO#
- License Master
 - 1 Tab / 3 Categories
 - OL#
- LMAB02021
 - 1 Tab / 3 Categories
 - Number
 - Dir
 - Name
 - SFX



Services Statement of Work

- Memorial Tree & Bench Prog
 - 1 Tab / 3 Categories
 - Name
- Neith
 - 1 Tab / 6 Categories
 - SSN
- Parks & Recreation – **still in use?**
 - 2 Tabs / 19 Categories
 - Name
- Parks & Recreation – Sports – **still in use?**
 - 3 Tabs / 29 Categories
 - Name
- Parks & Recreation CDBG – **still in use?**
 - 3 Tabs / 33 Categories
 - Name
- Parks & Recreation Misc
 - 4 Tabs / 22 Categories
 - Name
- Parks & Recreation Misc 2
 - 3 Tabs / 21 Categories
 - Name
- Payroll
 - 1 Tab / 7 Categories
 - Year YYYY
- PD CPA
 - 1 Tab / 1 Category
 - MM/YYYY
- Pension
 - 4 Tabs / 35 Categories
 - Emp#
- Permit Master
 - 4 Tabs / 53 Categories
 - Address
- Public Works
 - 2 Tabs / 11 Categories
 - Address



- Purchasing
 - 1 Tab / 6 Categories
 - Name/NO.
- Redevelopment
 - 3 Tabs / 12 Categories
 - Name
- Tree city USA – **still in use?**
 - 2 Tabs / 14 Categories
 - Year YYYY
- UT Billing
 - 3 Tabs / 23 Categories
 - MM/YY
- Water Plant
 - 4 Tabs / 22 Categories
 - MM/YYYY

Once implementation start, at least one person will be required to complete the FileBound Administrator university course.

FileBound will assist with integrations to ERP systems.

Unless otherwise specified in this SOW, all Services will be delivered remotely. Any training sessions will be recorded and made available to Customer to download. Upland reserves the right to delete the recording after fifteen (15) days.

- b. Outside of Scope. The Services above do not include, without limitation:
 - i. Additional Services, beyond what is identified above under Services.
 - ii. Implementation and configuration of any items in a language other than US English, unless otherwise specifically provided in this SOW.
 - iii. Customization of user training content, unless otherwise specifically provided in this SOW.
- c. Intellectual Property. Notwithstanding anything to the contrary in the MSA, all documentation, Upland materials, and software developed or provided by Upland under this SOW will remain the intellectual property of Upland and shall not be considered work for hire.

6. Change Orders

If either party wishes to change any aspect of the Services, then the party that desires the change must inform the project lead of the other party's project team through an email that outlines the details of the requested change, including timing and cost implications. If both parties agree to the change then Upland will create a change order form ("**Change**



Order") that memorializes the outlines the change, including any impacts of the change, and any additional fees, as applicable. The Change Order will not be effective, and no work on the change will be undertaken, until both parties have executed the Change Order and returned it to Upland.

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Upland's provision of Services under this SOW requires Customer's cooperation and collaboration. To enable Upland's performance under this SOW, Customer shall:

- a. Identify the following individuals on Customer's team prior to Upland's commencing work under this SOW:
 - i. Project lead
 - ii. Project team
 - iii. Users (including any pilot users if applicable)
 - iv. Administrators and managers who will provide ongoing configuration of FileBound beyond the implementation period
 - v. Support contacts that will open cases with Upland's technical customer support team
 - vi. Executive sponsors as needed for change management, accountability setting, and reporting purposes
- b. Allocate sufficient internal Customer resources and ensure that Customer's project team members are available to work with Upland's team members when necessary; attend meetings, trainings and working sessions; and respond to Upland in a timely fashion.
- c. Communicate Customer timelines to Upland's project team. Note, Customer is responsible for managing its own scheduling, timelines, planning and internal dependencies.

8. Dependencies, Assumptions and Identified Risks

Upland's ability to deliver the Services is subject to certain dependencies, assumptions and risks, including, but not limited to, the items detailed below:

- a. Delays in Upland's performance may occur if the Customer does not agree to a start date under Section 9 (Scheduling) or does meet and fulfill its Customer Responsibilities (see Section 7) in a prompt and timely fashion.
- b. Once Upland commences work under this SOW, such work should continue without interruption or delay by Customer (i.e., Customer may not repeatedly pause Upland's work). In the event Upland begins work under this SOW and there is a delay in excess of sixty (60) days in the aggregate resulting from the acts, inactions, errors or omissions of Customer, a Change Order may be required.
- c. Reperformance of the Services is not included in the fees (e.g., If Upland provides training to the Customer's project team, and the project team members are replaced, reperformance of such training by Upland will be subject to additional fees).



- d. If Customer changes its internal requirements in such a way that the assumptions upon which the Services under this SOW were conceived and agreed to are no longer valid and the Services need to be modified, a Change Order will be required, and delays are likely to result.
- e. Unique issues that require troubleshooting may arise due to differences in, or specific requirements related to, the technology infrastructure used by the Customer.
- f. Upland shall not be responsible for delays in its performance which are caused by the Customer.

9. Scheduling

- a. Commencement of work by Upland under this SOW will be based upon Upland's resource availability. Lead times to schedule such work may take a month or longer from the date of execution of this SOW. While Upland endeavors to start work immediately, Upland works on SOWs on a first-come, first-served basis. Thus, Upland's work under this SOW will begin based on its order in our queue.
- b. Customer understands that Upland allocates time and resources to prepare and perform the Services under this SOW, and to the extent Customer cancels or reschedules such Services, Upland may incur financial and/or opportunity costs associated with such cancellation/rescheduling. If Customer cancels or reschedules any previously scheduled event (including, but not limited to, any web-based meetings, calls, trainings or other Services) within forty-eight (48) hours of the scheduled event, Upland may charge Customer an additional hourly fee (at Upland's then-current hourly rate) for the rescheduled event.
- c. Any fees under this Section 10 shall be invoiced as incurred. Upland, in its sole discretion may waive some, or all, of such fees.

10. Travel and Business Expenses

Any travel or business-related expenses incurred in the provision of Services under this SOW ("Expenses"). must be pre-approved by Customer. Such Expenses are in addition to the Fees. Customer will reimburse Upland for any pre-approved Expenses. Such Expenses shall be invoiced by Upland without markup and supporting receipts shall be provided upon Customer's request. If Customer cancels or reschedules Upland's pre-approved travel less than seven (7) days prior to the scheduled visit, Customer shall pay all of Upland's unrefunded travel expenses, and cancellation and change fees, related to such visit.



11. Fees and Payment Terms

ITEMS	QTY	PRICE	TOTAL
OptiView to FileBound Conversion	120	295.00	35,400.00
<<Service Item>>			
TOTAL			\$ 35,400.00

Time and Materials – Pay as rendered

- Customer shall pay a Time and Material fee of \$ 295.00 per hour for Services rendered.
- Upland shall invoice Customer monthly for Services rendered.
- Invoices are payable 45 days from receipt of the invoice(s).



MASTER SERVICES AGREEMENT
UPLAND SOFTWARE

This Master Services Agreement, including each Schedule or attachment hereto (collectively, the “**MSA**”), is effective as of July 10, 2024 (the “**Effective Date**”), between the City of Jacksonville Beach, a Florida municipal corporation located in Jacksonville Beach, Florida (“**Customer**”) and Upland Software, Inc, for itself, and its Affiliates (“**Upland**”).

This MSA sets forth the general terms and conditions applicable to the Applications and Services provided by Upland to Customer. The details of Customer's purchase of specific Applications and/or Services shall be set forth in a Sales Order, and upon execution by the parties, each such Sales Order shall be made subject to this MSA (each Sales Order together this MSA, an “**Agreement**”). Therefore, for good and valuable consideration, the receipt and sufficiency of which they each acknowledge, Upland and Customer agree to be bound by the terms and conditions of this MSA.

Executed and agreed to as of the Effective Date set forth above:

ON BEHALF OF UPLAND:

By:

Print Name:

Title:

ON BEHALF OF the City of Jacksonville Beach:

By:

Print Name: Christine Hoffman

Title: Mayor

By:

Print Name: Michael Staffopoulos

Title: City Manager

ATTEST:

By:

Print Name: Sheri Gosselin

Title: City Clerk

TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “**Affiliate**” means any person or entity that controls, is controlled by, or is under common control with a party to this MSA. The term “control” as used in the immediately preceding sentence means the right to exercise, directly or indirectly, more than fifty percent of the voting rights attributable to the shares, partnership interests, membership shares, or similar evidences of ownership of an entity. Where identified in a Sales Order made subject to this MSA, Upland’s “Affiliates” shall mean: (1) Upland Software Inc. (*Logiciels Upland*), a corporation registered in Canada, (2) Upland Software UK Limited, a limited company registered in the United Kingdom, and (3) any other wholly-owned subsidiary of Upland Software, Inc., a Delaware corporation. Additional terms regarding each party's Affiliates are detailed in Section 13.2 (*Affiliates*), below.

1.2. “**Agreement Term**” has the meaning set forth in Section 5.1, below.

1.3. “**Application**” means any software program, platform, solution suite supplied by Upland and identified in the applicable Sales Order. Where so indicated in the applicable Schedule, “Application” includes Upland Content and other information, technology, methods, processes, specifications, solutions, utilities, graphics and data made available by Upland to Customer on a per-User basis pursuant to the Agreement.

1.4. “**Customer Data**” means the data, information or other content, in any form, that is loaded into an Application by or on behalf of Customer, its Affiliates and/or any Users (or generated by the Application based on such information, data or content) for storage in Customer's Instance. For the avoidance of doubt, Customer Data includes, without limitation, the following: (a) all data that is the output of Processing; (b) any copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, or otherwise derived from any Customer Data; (c) any Personal Data forming part of the Customer Data; and (d) any Customer Data generated or supplied by Customer's subscribers, customers, or partners.

1.5. “**Documentation**” means documentation provided by Upland which describes the principles of the operation or functionality of the applicable Application, including, but not limited to, any such files that are embedded within such Application (e.g., help files).

1.6. “**Enhanced Support Services**” has the meaning set forth in the applicable Schedule.

1.7. “**Entitlements**” means the license or usage metrics and other restrictions or scope limitations applicable to Customer's rights to any Application or Services, as detailed in this MSA and the applicable Sales Order (e.g., numbers of Users, volume of messages, the Subscription Term, etc.).



1.8. **"Intellectual Property Rights"** means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trademarks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

1.9. **"Instance"** means any database provided by Upland in connection with the Services for Customer to store and manage the Customer Data.

1.10. **"Personal Data"** means any information relating to an identified or identifiable natural person.

1.11. **"Process" or "Processing"** means any operation or set of operations which is performed on Customer Data or on sets of Customer Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.12. **"Professional Services"** means support services provided by Upland, or its agents, including, but not limited to, software implementation, training, configuration, data migration, consulting and professional services performed by or on behalf of Upland for Customer subject to the terms this MSA and as detailed in a Sales Order.

1.13. **"Sales Order"** means any mutually agreed, written sales order, statement of work or similar document referencing and made subject to this MSA, executed on behalf of Upland and Customer, including its exhibits and addenda, detailing the Services, fees, and any special terms for using the Services that Customer has ordered. Each Sales Order becomes effective when executed by both Upland and Customer and is made part of this MSA as detailed in the preamble, above.

1.14. **"Schedule"** means the document attached hereto and identified as a "Schedule" which supplements this MSA and sets forth additional terms and conditions specific to the particular Application(s) or other Services to be provided by Upland. Such additional terms and conditions are incorporated into this MSA as if such terms were fully set forth herein.

1.15. **"Services"** means Upland's provision of any Application, Subscription Services, Support Services and/or Professional Services, collectively.

1.16. **"Statement of Work" or "SOW"** means a Sales Order for purchases of Professional Services, as may be executed by the parties in writing from time to time.

1.17. **"Subscription Fees"** means any fees relating to Subscription Services (including fees for exceeding the Entitlements).

1.18. **"Subscription Services"** means the Services offerings to which Customer subscribes during a Subscription Term, otherwise subject to the Entitlements.

1.19. **"Subscription Term"** means the period of time in which Customer has the right to use or receive Subscription Services as detailed in the applicable Sales Order.

1.20. **"Support Services"** means availability, ongoing maintenance and technical support services provided by Upland for the applicable Application or Service in accordance with the

maintenance and support terms detailed in the applicable Schedule.

1.21. **"Users"** means individuals authorized by Customer to use the applicable Application or Services subject to the Entitlements and who have been supplied Upland-issued user identifications and passwords by Customer. "Users" may include, but is not limited to, Customer's, and any Customer's Affiliate's, employees, consultants, contractors and agents.

1.22. **"Virus"** means any computer code, programming instruction or set of instructions that is intentionally and specifically constructed with the ability to damage, corrupt, destroy, interfere with or otherwise adversely affect computer programs, data files or hardware without the consent or intent of the computer user. This definition includes, without limitation, self-propagating programming instructions commonly called viruses, trojans or worms. This definition expressly excludes code contained within any Application which: (i) is authored by Upland; and (ii) functions to deactivate a User's ability to access and/or use the Application upon the expiration, suspension or termination of a Subscription Term.

2. OWNERSHIP

2.1. The Services. Except for the rights and licenses provided hereunder, as between Upland and Customer, Upland and its licensors retain all right, title, and interest to: (i) all software, products, works, and other intellectual property created, used, or provided by Upland for the purposes of the Agreement, including, but not limited to, each Application, the Services and all Documentation; and (ii) all modifications, adaptations and derivatives of, and improvements to, each Application, the Services and all Documentation. Customer shall and hereby makes all assignments necessary to provide Upland such ownership rights. Customer's sole right to the Services is as set forth in the Agreement.

2.2. Customer Data. All rights, title and interest in and to Customer Data are and shall remain the property of Customer. Customer understands that certain of Upland's Applications will not function absent Customer Data, and as such, Customer shall provide Upland, in the form and format and on the schedule specified by Upland, Customer Data and other information reasonably required for Upland's performance of its obligations under the Agreement. Subject to the terms of the Agreement, Customer hereby grants to Upland throughout the term of the Agreement (and after the term solely as reasonably necessary for the performance of Upland's post-termination obligations to Customer) the rights to use, reproduce, store, distribute, modify, cache, and transmit Customer Data via the applicable Application solely to the extent necessary for Upland to provide the Services or otherwise perform its obligations under the Agreement.

2.3. Improvements Feedback. If Customer provides any feedback to Upland concerning the functionality and performance of any Application or Services (including identifying potential errors and improvements) (the **"Improvement Feedback"**), Customer hereby assigns to Upland all right, title, and interest in and to such Improvement Feedback, and Upland is free to use that Improvement Feedback without payment or restriction and it shall be deemed to be a derivative work of the Application or Services. Improvement Feedback expressly excludes Customer Data. Additionally, Upland may use Customer's and its Users' Services usage history, statistics and telemetry (**"Enhancement Data"**) solely for Upland's internal analytical purposes related to its provision of Services, including to improve and enhance the Services. Upland may make information derived from its analysis of Enhancement Data available to its service providers on an aggregated and anonymized basis, provided that such information does not contain any Personal Data. For the sake of clarity,



aggregated and anonymized data is not Confidential Information of Customer.

3. PROFESSIONAL SERVICES

3.1. Scope. For an additional fee, Customer may elect to purchase Professional Services, which may include, with respect to the Application, training, customization, on-site support and maintenance services. For each request for Professional Services hereunder, the parties may execute a Sales Order specifying the fees, scope of work and/or specific terms of the project(s) or Professional Services to be provided.

3.2. Travel Expenses. Any travel related expenses incurred in the provision of Services must be pre-approved by Customer in writing ("**Travel Expenses**"). Travel Expenses, including, but not limited to, transportation, lodging and meal expenses will be reimbursed by Customer and are in addition to the specified Services fees. If Customer cancels or reschedules a visit less than seven (7) days prior to the scheduled visit, Customer shall pay all of Upland's travel (such as hotel, flight) cancellation and change fees related to such visit. Upland, in its sole discretion, may waive some or all of such cancellation or rescheduling fees.

4. PAYMENT AND FEES

4.1. Sales Orders; Fees. Customer shall pay Upland the fees specified in the applicable Sales Order, any taxes that Customer is not exempt from paying (if customer is exempt from paying taxes then Customer agrees to provide proper tax exemption certificate), and any other amounts owing under the Agreement in the currency specified in the applicable Sales Order. Except as otherwise expressly provided in this MSA or the applicable Sales Order, all amounts payable to Upland under the Agreement are: (i) subject to the Entitlements; and (ii) non-cancellable and non-refundable. With regard to Subscription Services, Customer shall not be entitled to any refund of fees paid or relief from fees due if the volume of Entitlements actually used by Customer is less than the Entitlements purchased, and Customer may not carry over any of the unused Entitlements to a subsequent Subscription Term. Fees for Professional Services paid by Customer to Upland and remaining unused at the end of twelve (12) months from the date such Professional Services are invoiced shall expire and be retained by Upland.

4.2. Modifications to Entitlements. Customer may, from time to time during the Agreement Term elect to purchase rights to exceed some or all of the Entitlements (e.g., increases to the number of Users, purchases of additional messaging volume, etc.) by providing Upland with a purchase order issued against and referencing the then-current Sales Order, or, upon Upland's request, by entering into a supplemental Sales Order with Upland; provided, however, that Customer acknowledges that certain Applications may not allow an increase of some or all elements of the Entitlements.

4.3. Invoices and Payment Terms. Subject to Section 4.4 (*Disputed Invoices*), Customer shall pay all amounts due within forty-five (45) days from receipt of the applicable invoice. Unless otherwise specified in a Sales Order, fees for Services shall be invoiced annually and in advance. Further, Customer acknowledges and agrees that fees for renewals of Subscription Services are due on the first day of the renewing Subscription Term and shall be invoiced in advance as set forth above. Fees for additional Services or modifications to the Entitlements shall be invoiced upon Upland's receipt of Customer's request for such purchase. Subject to Section 4.2 (*Modifications to Entitlements*), where modifications to Entitlements to Subscription Services are purchased by Customer during an active Subscription Term, such fees shall be pro-rated for the remainder of such Subscription Term. Customer may provide Upland with a purchase order number or contract control number ("**Order Number**") for invoicing

for Services purchased under the Agreement. Where Customer provides such Order Number, Upland agrees that it will provide the Order Number on each invoice and that no invoice will be considered validly submitted under this Agreement without such Order Number. Whenever a purchase order is issued by Customer as provided herein, the parties agree that any such issuance is for convenience of the Customer and the terms and conditions of any such purchase orders, if any, are superseded by this MSA.

4.4. Disputed Invoices. If Customer reasonably and in good faith disputes all or any portion of any invoice, Customer shall notify Upland in writing of its objection within twenty (20) days from the date of the applicable invoice, providing a detailed description of the reasons for the objection, and shall pay the portion of the invoice, if any, which is not in dispute. If Customer does not object in a timely manner, the amount invoiced shall be conclusively deemed correct by the parties.

4.5. Late Payments. Upland shall notify Customer in writing, which may be by email, of any undisputed invoice which is forty-five (45) or more days past due. In the event Customer has not promptly cured such default, then Upland may, on not less than five (5) business days' prior written notice to Customer, in its sole discretion, and without prejudice to its other rights following material breach and failure to cure, until such breach has been cured in full, suspend performance of some or all of Upland's obligations to provide Services under the Agreement. In the event of Customer's default in the payment of any undisputed invoice(s) for a period in excess of sixty (60) days past due, Upland may, upon not less than ten (10) business days' prior written notice to Customer, declare the entire principal sum payable under the Agreement immediately due and payable. Amounts due to either party under the Agreement may not be withheld or offset by either party for any reason.

4.6. Taxes. Customer shall be responsible for any applicable sales, value-added, use and similar taxes, together with all customs and import duties, and similar levies and impositions ("**Taxes**") payable with respect to its acquisition of Services, or otherwise arising out of or in connection with the Agreement, other than taxes based upon Upland's personal property ownership or net income. Unless expressly specified otherwise in any Sales Order, all fees, rates and estimates exclude Taxes. If Customer has tax-exempt status, Customer shall provide written evidence of such status with its Sales Order(s) or upon request by Upland.

5. TERM, RENEWAL AND TERMINATION

5.1. Agreement Term. This MSA shall commence upon the Effective Date and continue until each Sales Order has expired or is otherwise terminated in accordance with the Agreement (the "**Agreement Term**").

5.2. Subscription Term. Where Customer elects to purchase Subscription Services, the Subscription Term for such Subscription Services shall commence on the subscription start date specified in the applicable Sales Order and shall continue for the period(s) specified therein. In the event such start date or period is not specified in the Sales Order, the Subscription Term shall be one (1) year from the date of execution of such Sales Order.

5.3. Termination for Breach. In the event of a material breach of the Agreement by either party, the non-breaching party may elect to terminate the Agreement, any Sales Order (or portion thereof) affected by the breach by giving the breaching party written notice of the breach and the non-breaching party's intention to terminate. If the breach has not been cured within the period ending thirty (30) days after such notice, and if the non-breaching party provides written notice of termination to the breaching party ("**Termination Notice**"), then the Agreement, or



any such Sales Order, shall terminate within the time period specified in the Termination Notice. If Customer terminates the Agreement or any Sales Order for breach in accordance with this Section 5.3, then Upland shall refund to Customer a pro-rata amount of any affected Subscription Services fees prepaid to Upland and applicable to the unutilized portion of the Agreement Term for the terminated Agreement, and any affected unutilized Professional Services fees prepaid to Upland. For the avoidance of doubt, Customer's failure to pay any overdue, undisputed fees within thirty (30) days of Upland notifying Customer of the overdue payment shall constitute a material breach of the Agreement.

5.4. Termination for Convenience. The parties acknowledge and agree that Subscription Services are priced based on upon minimum commitments throughout the applicable Subscription Term and, notwithstanding anything to the contrary in the Agreement, may not be terminated for the convenience of either party.

5.5. Suspension for Critical Threats. If Upland, acting reasonably in the circumstances then known to Upland, determines that Customer's or any of its Users' use of the Services poses an imminent threat to: (i) the security or integrity of any Customer Data or the data of any other Upland customer; or (ii) the availability of the Application to Customer or any other Upland customer (each, a "Critical Threat"), then Upland shall immediately notify Customer in writing, which may be by email. Upland may suspend Customer's and its Users' use of the Application until the Critical Threat is resolved. Upland shall cooperate with Customer to promptly restore access to the Services once it verifies that Customer has resolved the condition giving rise to the suspension.

5.6. Transition Assistance. Following the termination or expiration of a Sales Order, provided Customer makes a written request within fourteen (14) days prior to the date of termination or expiration, subject to the then-current Professional Services fees on a time and materials basis, Upland shall offer transition assistance (which may include, to the extent practicable, an export of Customer Data from the applicable Application or Instance). To the extent Upland makes available to Customer an API or other means to assist with such transition, the API shall be Upland's Confidential Information (as defined in Section 6.1, below), and Customer is granted a personal, non-sublicensable, non-exclusive, non-transferable, limited license to use the API solely for Customer's internal use for exporting Customer's content from Upland to the new Customer system. Customer shall not (a) copy, rent, sell, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized by applicable statutory law), modify or alter any part of the API, or (b) otherwise use the API on behalf of any third party. The API license shall automatically terminate in the event Customer breaches this Section 5.6 or immediately upon notice from Upland.

5.7. Survival. Sections 2 (Ownership), 4.1 (Fees), 4.3 (Invoices and Payment Terms), 4.5 (Late Payments), 4.6 (Taxes), 5.6 (Transition Assistance), 5.7 (Survival), 6 (Confidentiality), 8.5 (Bugs and Abatement; Scope), 8.6 (Disclaimer of Implied Warranties), 9 (Indemnification), 10 (Limitations and Exclusions of Liability), 11 (Dispute Resolution), 12 (Publicity) and 13 (General) shall survive the termination or expiration of the Agreement.

6. CONFIDENTIAL INFORMATION

6.1. Restrictions on Use and Disclosure. Subject to applicable laws and legal processes, neither Upland nor Customer shall disclose to any third party any information provided by the other party pursuant to or in connection with the Agreement that the disclosing party identifies as being proprietary or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential (such information, "Confidential Information"), and

shall make no use of such Confidential Information, except under and in accordance with the Agreement. The receiving party shall take reasonable precautions (using no less than a reasonable standard of care) to protect the disclosing party's Confidential Information from unauthorized access or use. Each party may disclose Confidential Information to its Affiliates and service providers, and its Affiliates and service providers may use such information, in each case solely for purposes of the Agreement. Each party shall be liable for any breach of its obligations under this Section 6 that is caused by an act, error or omission of any such Affiliate or service provider. Confidential Information includes information disclosed by the disclosing party with permission from a third party, and combinations of or with publicly known information where the nature of the combination is not publicly known. Upland's Confidential Information includes information regarding Application, Upland's processes, methods, techniques and know-how relating to identity management, user authentication or user authorization, Documentation, product roadmaps, pricing, marketing and business plans, financial information, information security information, Upland's certifications, and Personal Data of Upland personnel. Customer's Confidential Information includes its proprietary workflows and processes, systems architecture, marketing and business plans, financial information, information security information, information pertaining to Customer's other suppliers, and Personal Data of Customer's personnel. This Section 6 does not apply to Upland's obligations regarding use and protection of Customer Data; those obligations are specified in Section 7 (Data Protection).

6.2. Exclusions. Except with respect to Personal Data, Confidential Information does not include information that the receiving party can establish: (i) has entered the public domain without the receiving party's breach of any obligation owed to the disclosing party; (ii) has been rightfully received by the receiving party from a third party without confidentiality restrictions; (iii) is known to the receiving party without any restriction as to use or disclosure prior to first receipt by the receiving party from the disclosing party; or (iv) has been independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

6.3. Disclosure Required by Law. If any applicable law, regulation or judicial or administrative order requires the receiving party to disclose any of the disclosing party's Confidential Information (a "Disclosure Order") then, unless otherwise required by the Disclosure Order, the receiving party shall promptly notify the disclosing party in writing prior to making any such disclosure, in order to facilitate the disclosing party's efforts to protect its Confidential Information. Following such notification, the receiving party shall cooperate with the disclosing party, at the disclosing party's reasonable expense, in seeking and obtaining protection for the disclosing party's Confidential Information.

6.4. Independent Development. The terms of confidentiality under the Agreement shall not limit either party's right to independently develop or acquire products, software or services without use of or reference to the other party's Confidential Information.

6.5. Return or Destruction. Following any termination or expiration of the Agreement or any Sales Order, each party shall: (i) immediately cease use of any Confidential Information of the other communicated for the purposes of the Agreement or such Sales Order, and (ii) within thirty (30) days of such termination or expiration, return or destroy (and, upon request, certify destruction of) all copies of any Confidential Information of the other party disclosed under the Agreement, subject to each party's customary backup and archival processes.

7. DATA PROTECTION



7.1. Regulatory and Compliance Matters. In respect of Personal Data provided to Upland by Customer in connection with the Agreement, Upland shall comply, and shall ensure that its personnel comply, with the requirements of state, federal and national privacy laws and regulations governing such Personal Data in Upland's possession or under its control and applicable to Upland's provision of Services. Customer is solely responsible for ensuring Customer's, and its Users', compliance with any applicable legal, regulatory or similar restrictions applicable to the types of data Customer elects to Process with the Application.

7.2. Regulator Inquiries and Court Orders. If any regulator, or any subpoena, warrant or other court or administrative order, requires Upland to disclose or provide Customer Data to a regulator or to any third party, or to respond to inquiries concerning the Processing of Customer Data, Upland shall promptly notify Customer, unless prohibited by applicable law. Following such notification, Upland shall reasonably cooperate with Customer in its response, except to the extent otherwise required by applicable law.

7.3. Audits and Security Assessments. Upland shall maintain compliance with industry standards and applicable governing frameworks such as Statement on Standards for Attestation Engagements (SSAE) and The International Organization for Standardization (ISO) (e.g., SSAE 16, ISO 27001 and ISO 27018) throughout the Agreement Term. Upland shall make available to Customer, annually and upon request, all information necessary to demonstrate compliance with its obligations. Upland shall allow for and contribute to audits conducted by Customer, or third-party auditor mandated by Customer, under the following parameters: (i) the Customer may elect to conduct an audit not more than once within any 12-month period at no cost to Customer. Any additional audits within the same 12-month period shall be subject to a reasonable fee; (ii) third-party auditors mandated by Customer shall enter into confidentiality agreements with Upland that are no less restrictive than those set out in this MSA; (iii) Customer provides reasonable prior notice of such request for an audit; (iv) Customer ensures such audit shall not be unreasonably disruptive to Upland's business; and (v) neither Customers nor its auditors shall be permitted to make unaccompanied site visits or to logically access Upland's IT systems.

7.4. Data Security. Upland shall implement and maintain commercially reasonable technical and organizational security measures designed to meet the following objectives: (i) ensure the security and confidentiality of Customer Data in the custody of and processed by Upland; (ii) protect against any anticipated threats or hazards to the security or integrity of such Customer Data; (iii) protect against unauthorized access to or use of such Customer Data; and (iv) ensure that Upland's return or disposal of such Customer Data is performed in a manner consistent with Upland's obligations under items (i)-(iii).

7.5. Breach Notification. Upland shall notify Customer, without undue delay, of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data in Upland's possession or under its control (a "Data Breach"). Each party shall reasonably cooperate with the other with respect to the investigation and resolution of any Data Breach including, in the case of Upland, prompt provision of the following, to the extent then known to Upland: (i) the possible cause and consequences of the Data Breach; (ii) the categories of Customer Data involved; (iii) a summary of the possible consequences for the relevant Users; (iv) a summary of the unauthorized recipients of the Customer Data; and (v) the measures taken by Upland to mitigate any damage. Upon confirmation of any vulnerability or breach of Upland's security affecting Customer Data in Upland's custody and control, Upland shall modify its processes and security program, as necessary, to

mitigate the effects of the vulnerability or breach upon such Customer Data.

7.6. Personal Data Collection, Processing and Transfer. Customer is solely responsible for obtaining, and represents and covenants that it has obtained or will obtain, prior to Processing by Upland, all necessary consents, licenses and approvals for the Processing, or otherwise has a valid legal basis for the Processing of, any Personal Data provided by Customer or its Users in connection with the Services. Customer may select the Personal Data it elects to input into and Process using the Application in its sole discretion; Upland has no control over the nature, scope, or origin of, or the means by which Customer acquires Personal Data Processed by the Application. If any User requests Upland to provide them with information relating to Processing of their Personal Data, or to make changes to their Personal Data, Upland shall promptly notify Customer of the request, unless otherwise required by applicable law. Customer may make changes to User data using the features and functionality of the Application. Upland shall not make changes to User data except as agreed in writing with Customer. Upland shall Process Customer Personal Data only as necessary to provide the Services, and in accordance with Customer's written instructions. This Agreement, and Customer's use of the Application's features and functionality, are Customer's instructions to Upland in relation to the Processing of Customer Personal Data. With respect to Personal Data that is transferred from the European Economic Area to the United States, Upland represents that Upland is certified under the EU-US Privacy Shield Framework and warrants that it shall maintain such certification and abide by its principles during the currency of the program or the Agreement Term, whichever is shorter.

7.7. Data Retention, Export and Deletion. Customer is solely responsible for its data retention obligations with respect to Customer Data. Customer may export Customer Data from the Application at any time during the Agreement Term, using the Application's then existing features and functionality, at no additional charge. Upland's obligations to return Customer Data upon termination of the Agreement may be fulfilled by permitting Customer to export Customer Data as specified above. Customer may delete Customer Data on its Instances at any time. Upland shall delete Customer's Instances (and any data remaining on such Instances) upon termination or expiration of the Agreement.

7.8. Sub-Processors. Customer consents to Upland's use of sub-Processors to provide aspects of the Services, and to Upland's disclosure and provision of Customer Personal Data to those sub-Processors. Upland shall be responsible for the performance of its sub-Processors. Upland shall ensure sub-Processors are subject to contractual obligations which are the same as or equivalent to those imposed on Upland with regard to Processing of Customer Personal Data. Upland maintains a list of its sub-Processors on its company website under the Privacy page. Upland shall inform the Customer of any intended changes concerning the addition or replacement of any sub-Processor within a reasonable time prior to implementation of such change. In the event of the Customer objecting to such change, Upland shall make reasonable efforts to address the Customer's concerns (including making reasonable efforts to find an alternative sub-Processor).

8. WARRANTIES

8.1. Mutual Warranties. Each party represents and warrants to the other that:

- 8.1.1. the Agreement has been duly executed and delivered and constitutes a valid and binding agreement



enforceable against such party in accordance with its terms;

8.1.2. no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of the Agreement; and

8.1.3. it shall comply with all applicable laws in connection with the performance of its obligations arising hereunder.

8.2. Upland Additional Warranties.

8.3. Upland represents and warrants to Customer that:

8.3.1. *Non-Infringement.* The Services, in the form and manner provided by Upland to Customer, shall not infringe, violate, or misappropriate the Intellectual Property Rights of any third party. Upland warrants that it has and shall maintain all necessary licences, consents and permissions necessary for the performance of its obligations under the Agreement;

8.3.2. *Performance Warranty.* During any active Subscription Term (or such other period to which the parties may agree as detailed in a Sales Order), the Application, in the form provided by Upland, shall conform in all material respects to its applicable specifications set forth in the Documentation;

8.3.3. *Viruses.* Upland shall use commercially reasonable efforts, using applicable current industry practices, to ensure that the Application, in the form provided by Upland to Customer under the Agreement, contains no Virus, or other similar malicious code;

8.3.4. *Professional Services.* Upland shall provide the Professional Services by qualified individuals in a good, professional and workmanlike manner, consistent with applicable industry standards; and

8.3.5. *Compliance with Law.* The Services, in the form provided or made available to Customer by Upland, shall comply with all laws applicable to Upland and its provision of Services.

8.4. Performance Remedy. Subject to Upland's Support Services obligations detailed in the applicable Schedule, if the Application fails to conform to the warranty set forth in Section 8.3.2 and Customer provides written notice of the non-conformance to Upland, then, as Customer's exclusive remedy and Upland's sole obligation: Upland shall either repair or, at its option, replace the non-conforming Application or, if Upland is unable to correct the non-conformance within thirty (30) days of receipt of such written notice from Customer, Customer may terminate the applicable Services, and Upland shall refund to Customer a pro-rata amount of any Services fees prepaid to Upland and applicable to the unutilized portion of the Subscription Term for the terminated Services.

8.5. Bugs and Abatement; Scope. Without limiting the express warranties in this Section 8 or any express warranties specified elsewhere in the Agreement, to the extent permitted by law, Upland does not warrant: (i) that the Application or Services are completely free from all bugs, errors, or omissions, or will ensure complete security; (ii) that the Customer's use of the Services will be uninterrupted or error-free; or (iii) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements. To the extent permitted by law, Upland shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over the Customer's or public communications networks and facilities, including the internet, and the Customer acknowledges that the Services and may be subject to limitations, delays and other problems inherent in the

use of such communications facilities. The warranties in the Agreement are for the sole benefit of Customer and may not be extended to any other person or entity.

8.6. Disclaimer of Implied Warranties. To the extent permitted by law, neither party makes any representation or warranty in connection with the Services, except as expressly warranted in the Agreement. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SPECIFICALLY WARRANTED IN THIS SECTION 8, EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OR IMPLIED OBLIGATION TO INDEMNIFY FOR INFRINGEMENT, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND ANY STATUTORY REMEDY.

9. **INDEMNIFICATION**

9.1. Infringement Indemnification. Upland shall defend, indemnify, save and hold harmless Customer and its officers, agents and employees, against any costs, expenses, damages finally awarded and reasonable attorneys' fees incurred in connection with any claim, demand, suit, or proceeding made or brought by a third party (a "Third-Party Claim") against Customer alleging that the use of any Application or Service as permitted in the Agreement infringes or misappropriates the Intellectual Property Rights of a third party.

9.2. Exclusions from Obligations. To the extent permitted by law, Upland shall have no obligation under Section 9.1 (*Indemnification by Upland*) for any infringement or misappropriation to the extent that it arises out of or is based upon: (a) use of an Application or Service in combination with other products or services not provided by, or authorized in writing by, Upland if such infringement or misappropriation would not have arisen but for such combination; (b) use of an Application or Service by Customer in violation of the terms of the Agreement; (c) Customer's failure to use an Application or Service in accordance with the Documentation (or other written instructions) provided by Upland, if the infringement or misappropriation would not have occurred but for such failure; or (d) any modification of an Application or Service not made by or authorized in writing by, Upland where such infringement or misappropriation would not have occurred absent such modification.

9.3. Mitigation of Infringement Action. If Customer's use of any Application or Service is, or in Upland's reasonable opinion is likely to become, enjoined or materially diminished as a result of a proceeding arising under Section 9.1 (*Infringement Indemnification*) then Upland shall either: (a) procure the continuing right of Customer to use the Application or Service; (b) replace or modify the Application or Service in a functionally equivalent manner so that it no longer infringes; or if, despite its commercially reasonable efforts, Upland is unable to do either (a) or (b), Upland shall (c) terminate the Agreement and refund to Customer the pro-rata amount of any fees prepaid to Upland which are applicable to the unutilized or undelivered portions of the Subscription Services and/or Professional Services.

9.4. Limited Remedy. To the extent permitted by law, this Section 9 states Upland's sole and exclusive liability, and Customer's sole and exclusive remedy, for Upland's actual or alleged breach of Section 8.3.1 (Non-Infringement), and any other actual or alleged infringement or misappropriation of third-party Intellectual Property Rights by any Application or Service.

9.5. Indemnification by Customer. Intentionally deleted.

9.6. Relief from Obligations. Upland's obligations arising under this Section 9 are expressly conditioned upon Customer: (a) promptly gives the indemnifying party written notice of the Third-



Party Claim; (b) provides to Upland all reasonable assistance, at Upland's expense. Further, Upland shall be relieved of its responsibilities under this Section 9 for any Third-Party Claims arising solely from the actions or omissions of indemnified party, its officers, employees or agents.

9.7. Classification of Amounts. Any amounts payable by Customer to a third party pursuant to a judgment, liability for which falls within Upland's indemnification obligations under the Agreement, shall be deemed direct damages.

9.8. Contributory Negligence. Intentionally deleted.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

10.1. Exclusion of Certain Claims. SUBJECT TO SECTION 10.3, AND TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR ANY RELATED AGREEMENT, OR ANY SOFTWARE, PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT, ANY RELATED AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT.

10.2. Limitation of Liability. Subject to Section 10.3, to the extent permitted by law, neither party's maximum aggregate liability arising out of the Agreement or any related agreement shall in any event exceed the fees paid or payable to Upland under this Agreement regardless of whether any action or claim is based in contract, misrepresentation, warranty, indemnity, negligence, strict liability or other tort or otherwise.

10.3. Exceptions.

10.3.1. To the extent permitted by law, Sections 10.1 and 10.2 do not apply to either party's (i) willful misconduct or gross negligence, (ii) infringement or misappropriation of any of the other party's Intellectual Property Rights, (iii) personal injury (including death) or damage to real or tangible property caused by either party's negligent act or omission, (iv) liability or loss which may not be limited by applicable law.

10.3.2. To the extent permitted by law, Section 10.2 does not apply to (i) Upland's defense and indemnification obligations, (ii) Customer's obligations to pay fees and expenses when due and payable under the Agreement, nor (iii) either party's obligations under Section 6 (Confidential Information) and/or Section 7 (Data Protection), provided, however, that except to the extent of willful misconduct or gross negligence of Upland, to the extent permitted by law, Upland's maximum aggregate liability under Section 7 shall not exceed three times (3X) the fees paid or payable by Customer to Upland under this Agreement.

10.4. General. Each party agrees that these exclusions and limitations apply even if the remedies are insufficient to cover all of the losses or damages of such party or fail of their essential purpose and that without these limitations the fees for the Services would be significantly higher.

11. DISPUTE RESOLUTION

11.1. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Florida. In the event of any controversy or claim arising out of or relating to the Agreement, or its breach or interpretation, the parties shall submit to the exclusive jurisdiction of and venue in the state or federal courts located in Duval County, Florida. Each party waives all defenses of lack of personal jurisdiction and inconvenient forum.

11.2. Legal Expenses. Intentionally deleted.

12. PUBLICITY

Neither party shall use the other party's name, trademark, or logo without the other party's prior written permission in each case. Notwithstanding the foregoing, either party shall be permitted to disclose any details regarding this relationship to the extent required by law.

13. GENERAL

13.1. Relationship. Upland shall be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of its obligations under the Agreement.

13.2. Affiliates. This MSA sets forth the general terms and conditions under which Upland will provide Services to Customer and its Affiliates. Sales Orders may be entered into under this MSA by Upland Software, Inc. or any Upland Affiliate (as identified in Section 1.1, above), and by either the entity designated above as "Customer" or any of Customer's Affiliates. In such event, the entity executing a Sales Order in the position of the Services provider shall be considered "Upland" and the Services recipient shall be considered "Customer" for all purposes of the resulting Agreement; and such Agreement shall be considered a two-party agreement between "Upland" and such "Customer".

13.3. Compliance with Laws. Each party shall comply with all laws and regulations applicable to it, including export control laws and embargoes. Neither party shall have any liability to the other for any non-performance of their obligations under the Agreement to the extent that the non-performance is mandated by applicable law. Each party represents and warrants to the other that neither it nor its Affiliates, nor any of its or their users, officers or directors, are persons, entities or organizations with whom the other party is prohibited from dealing (including provision of software, products or services) by virtue of any applicable law, regulation, or executive order.

13.4. U.S. Government Rights. To the extent applicable, Upland provides the Services for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in the Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Upland to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

13.5. Equitable Relief. Each of Customer and Upland acknowledges that damages may be an inadequate remedy if the other violates the terms of the Agreement pertaining to protection of a party's Intellectual Property Rights, Confidential Information or Personal Data. Accordingly, each of them shall have the right, in addition to any other rights each of them may have, to seek temporary, preliminary and permanent injunctive relief to restrain



any breach, threatened breach, or otherwise to specifically enforce any of the obligations in the Agreement.

13.6. Assignability. Neither party may assign performance of the Agreement or any of its rights or delegate any of its duties under the Agreement without the prior written consent of the other party. Subject to the foregoing restriction on assignment, the Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

13.7. Insurance. Upland shall, at its own cost and expense, procure and maintain in full force and effect during the Agreement Term, policies of insurance, of the types and in the minimum amounts reasonably necessary and appropriate in its industry to perform its respective obligations under the Agreement, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed or used. Upon Customer's request, Upland shall provide its certificate of insurance.

13.8. Notices. Any notice or report required or permitted to be given or made under the Agreement by either party shall be in English, in writing and be deemed to have been fully given and received (i) when delivered personally; (ii) when sent by confirmed facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of such receipt; or (v) to the extent expressly permitted in the Agreement, one (1) day after being sent via email. Notices shall be sent to the parties at the addresses set forth in this MSA or such other address as a party may specify in writing to the other. All notices to Upland must be made to the address(es) listed below and all notices to Customer must be made to the mailing or email address of Customer's primary contact with Upland.

Upland notice address:

ATTN: General Counsel
401 Congress Ave., Suite 1850
Austin, TX, U.S. 78701
legal@uplandsoftware.com

Customer notice address:

ATTN: City Attorney
11 North Third Street
Jacksonville Beach, FL 32250

To inform Customer of changes to the Services, or for other matters of importance (e.g., notifications regarding upcoming scheduled maintenance), Upland may broadcast messages through the Application or post messages on Upland's web site. In each such event, Upland shall inform Customer of the broadcast by e-mail.

13.9. Business Continuity and Disaster Recovery. During any Subscription Term, Upland shall comply with its then current applicable Business Continuity and Disaster Recovery Plans. Upland shall test such plans at least once a year. Upland shall provide Customer with summaries of such plans and test results upon written request. Upland may not modify such plans to provide materially less protection to Customer without Customer's prior written consent, which may not be unreasonably conditioned or withheld.

13.10. Force Majeure. If the performance of the Agreement is adversely restricted or if either party is unable to conform to any warranty or obligation by reason of any Force Majeure Event then, except with respect to obligations to pay any fees or expenses and to obligations under Section 13.9 above (*Business Continuity and Disaster Recovery*), the party affected, upon giving prompt written notice to the other party, shall be excused from such performance

on a day-to-day basis to the extent of such restriction (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so restricted); provided, however, that the party so affected shall use all commercially reasonable efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease. "**Force Majeure Event**" means any failure or delay caused by or the result of causes beyond the reasonable control of a party or its service providers that could not have been avoided or corrected through the exercise of reasonable diligence, including natural catastrophe, internet access or related problems beyond the demarcation point of the party's or its applicable infrastructure provider's facilities, state-sponsored malware or state-sponsored cyber-attacks, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war, or other similar occurrence. If a party fails to perform its obligations as a result of such restriction for a period of more than thirty (30) days, then the other party may terminate the affected Services without liability.

13.11. Waiver. The waiver by either party of any breach of any provision of the Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with the Agreement shall not be a waiver of such party's right to demand strict compliance in the future, nor shall the same be construed as a novation of the Agreement.

13.12. Severability. Should any term and condition of the Agreement be declared illegal or otherwise unenforceable, it shall be severed from the remainder of this MSA, or the relevant portion of the Agreement, without affecting the legality or enforceability of the remaining portions of the Agreement.

13.13. Counterparts. Each portion of the Agreement (e.g., this MSA and each Sales Order) may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing the Agreement, a facsimile copy or a ".pdf" image delivered via email of an executed copy of any such portion of the Agreement signed by an authorized signatory (manuscript signature or using electronic signature) shall be deemed an original.

13.14. Entire Agreement. This MSA, together with the Sales Order and Customer's Addendum, constitutes the entire agreement between the parties hereto regarding Customer's use of each Application and receipt of all Services and supersedes and replaces all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the provision and use of the Services. In the event of a conflict between the terms and conditions of this MSA and any Sales Order, the terms and conditions of this MSA shall prevail except to the extent the conflict pertains to product or service description (e.g., type, quantity, usage volume) or pricing information, in which case the terms of the Sales Order shall prevail. In the event of a conflict between Customer's Addendum, the Sales Order, or this MSA, Customer's Addendum shall prevail. No usage of trade or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement, or alter the terms of the Agreement. The Agreement may be changed only by a written agreement signed by an authorized signatory of the party against whom enforcement is sought; any additional, supplementary or conflicting terms supplied by either party (whether in hard copy or electronic form), including those contained on or within any invoice, purchase order, or standard terms of purchase, or any click-through license



agreement or terms of use, are specifically and expressly rejected by each party.

13.15. Anti-Corruption. Each party agrees and acknowledges that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees, contractors or agents in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above

restriction. If either party learns of any violation of the above restriction, such party shall use reasonable efforts to promptly notify the other party.

13.16. Third Parties. Except as expressly set forth in the Agreement, no provisions of the Agreement are intended nor shall be interpreted to provide or create any third-party beneficiary rights or any other rights of any kind in any other party.

SOFTWARE-AS-A-SERVICE SCHEDULE UPLAND SOFTWARE

This Software-as-a-Service Schedule, together with its exhibits, supplements the Master Services Agreement to which this Schedule is attached and sets forth additional terms and conditions subject to which Upland will make available certain Services and hosted Applications and Customer will be permitted to access and use such Services and Applications.

SUPPLEMENTAL TERMS AND CONDITIONS

1. PROVISION OF THE SERVICES

1.1. General. Upland shall make the Application available and provide Support Services to Customer and its Users as detailed herein.

1.2. Use of the Application and Documentation. Subject to the Entitlements and otherwise subject to the terms of the Agreement, Upland hereby grants to Customer and each of its Users a non-exclusive, non-transferable (except as otherwise provided in the Agreement), non-sublicensable, royalty-free, worldwide, subscription license, to: (i) access via a web-based interface, execute and otherwise use the Application provided by Upland on a hosted basis, solely for Customer's operations in its ordinary course of business; and (ii) use reproduce, modify, and distribute and display the applicable Documentation, in each case solely for Customer's operations in its ordinary course of business. Upland reserves all other rights not expressly granted in the Agreement.

1.3. Use Limitations. Customer agrees that it shall not exceed the Entitlements. Without limiting the generality of the foregoing, where the Sales Order indicates that an Application is provided on a per-User basis, Customer agrees that: (i) the maximum number of Users authorized to access and use each such Application shall not exceed the number of User subscriptions purchased; and (ii) it shall not allocate (or share) any User subscription among more than one individual User unless such User subscription has been reassigned in its entirety to another individual User.

2. MAINTENANCE AND SUPPORT SERVICES

2.1. Standard Support Services. During the Subscription Term and otherwise subject to Customer's compliance with Agreement, Upland shall provide Support Services to Customer in accordance with the Standard Maintenance and Support Terms and Conditions set forth in Exhibit A, below.

2.2. Enhanced Support Services. For certain of Upland's Applications, Customer may request to purchase rights to enhanced or upgraded Support Services to be provided by Upland on a subscription basis (the "**Enhanced Support Services**") by contacting Customer's account representative. The fees, Subscription Term and description of the Enhanced Support Services to be provided by Upland shall be detailed on a Sales Order, and upon the parties' execution of such Sales Order, the Standard Maintenance and Support Terms and Conditions set forth in Exhibit A shall be supplemented accordingly. Where Enhanced Support Services are purchased by Customer during an active Subscription Term, fees for such Enhanced Support Services shall be pro-rated for the remainder of such Subscription Term.

2.3. Customization Support. To the extent Upland develops and provides to Customer any customizations, integrations, or custom reports, Upland shall maintain and support any such customizations, integrations, or custom reports in accordance with the Standard Maintenance and Support Terms and

Conditions set forth in Exhibit A, subject to additional fees as agreed by the parties in a Sales Order.

3. CUSTOMER'S RESPONSIBILITIES

3.1. Compliance and Use. Customer shall:

- 3.1.1. be solely responsible for maintaining the status of its User base and shall safeguard all User authentication credentials and account information within its possession or under its control;
- 3.1.2. be solely responsible for its Users' compliance with the Agreement and the acts or omissions of its Users relating to the Agreement to the same extent as if they were Customer's own;
- 3.1.3. be solely responsible for the accuracy, quality, integrity and legality of Customer Data provided to Upland and of the means by which such Customer Data was acquired;
- 3.1.4. use commercially reasonable efforts to prevent unauthorized access to or use of each Application, apply all relevant Virus protection updates and all Documentation and immediately notify Upland in writing of any such unauthorized access or use or violation by Customer or its Users of the Agreement;
- 3.1.5. use each Application only in accordance with the Documentation;
- 3.1.6. cooperate and assist Upland as reasonably necessary to prevent or terminate unauthorized use of the Application or Documentation.

3.2. Use Restrictions. Except as (i) otherwise expressly provided in the Agreement, or (ii) may be allowed by applicable law which is incapable of exclusion by agreement between the parties, Customer and Customer's Users shall not, and shall not permit or authorize third parties to:

- 3.2.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Application or Documentation in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application;
- 3.2.2. access all or any part of the Application or Documentation in order to build a product or service that competes with the Application, Services or the Documentation;
- 3.2.3. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Application, Services or Documentation, (e.g., as a service bureau);
- 3.2.4. knowingly make the Application or Documentation available to anyone other than the Users;

- 3.2.5. attempt to gain unauthorized access to the Application or related systems or networks or otherwise circumvent or disable any security or other technological features or measures of the Application;
- 3.2.6. attempt to probe, scan, penetrate or test the vulnerability of an Upland system or network absent Upland's prior express written consent in each case;
- 3.2.7. use the Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material;
- 3.2.8. upload, transmit or otherwise process and Protected Health Information (PHI) or any other regulated data or information in violation of any applicable law or regulation;

- 3.2.9. upload, transmit or otherwise process and Payment Card Information (PCI) in violation of any Payment Card Information Security Standards or other similar requirements;
 - 3.2.10. knowingly use the Application to store or transmit Viruses or other malicious code;
 - 3.2.11. knowingly interfere with or disrupt the integrity or performance of the Application.
- 3.3. Survival. This Section 3 shall survive the termination or expiration of the Agreement for so long as Customer and/or its Users retain access rights and/or use of the Application (e.g., as may be reasonably required in connection with either party's performance of its post-termination or transition assistance obligations).

EXHIBIT A
STANDARD MAINTENANCE AND SUPPORT TERMS AND CONDITIONS

These Standard Maintenance and Support Terms and Conditions are made a part of and incorporated into the terms of the Software-as-a-Service Schedule to which this Exhibit A attached. All capitalized terms not defined herein shall have the meaning ascribed to them elsewhere in the Agreement.

1. Response Times and Commitments:

Upland attempts to respond to and resolve all issues in a timely manner, however issues impacting Customer's production systems take priority and are classified by Severity Level in accordance with the following:

Severity Level	Definition	Response Time	Commitment
Cloud Incident ("Outage")	Upland's cloud service is unavailable and/or inaccessible for all Users.	1 Hour (24/7/365)	(24/7/365) triage with hourly status updates; Immediate and continuous effort to restore service;
1 – Urgent	Production system Defect that prevents business critical work from being done, no Workaround exists, and Defect impacts most Users; Defect causes a material loss of Customer Data in production system; or Security-related Defect.	1 Business Hour	Business Hour triage with daily status updates (M-F); Immediate and continuous effort within business hours to resolve the Defect or provide a Workaround;
2 – High	Production system Defect that prevents business critical work from being done and a Workaround exists; or Defect violates the material specifications in the Documentation and impacts Customer's production system.	4 Business Hours	Business Hour triage with regular status updates (M-F); Upland shall use reasonable efforts to resolve the Defect as rapidly as practical, but no later than the next Update after reproduction of the Defect.
3 – Normal	All other Defects.	1 Business Day	Business Hour triage with regular status updates (M-F); Defects shall be addressed in Upland's normal Update

2. Upland Support Services Scope & Availability:

- i. **Support Services Defined.** Support Services shall consist of assistance to Customer with respect to:
 - a. Guidance regarding proper use of the Application;
 - b. Application Defect verification, reporting, tracking and resolution; and
 - c. Application licensing assistance.
- ii. **Support Services Availability.** Unless otherwise agreed upon in writing, Support Services shall be available:
 - a. Service Outage: 24/7/365 via phone and online community (email excluded); and
 - b. Severity 1/2/3: Unless otherwise agreed by the parties in a signed writing, 9:00 am to 6:00 pm, Eastern Time, Monday through Friday, excluding holidays (the "**Business Hours**") via phone, email and online community.

3. Upland Support Limitations:

- i. **Support Limitations.** Support Services do not include:
 - a. Application training, design or configuration assistance;
 - b. Support for applications, hardware and dependent technology not supplied by Upland;
 - c. Support for issues resulting from Customer's negligence or failure to use the Application per Upland's instructions or recommendations;
 - d. Development support for API/SDK usage;
 - e. Support of custom development not supplied by Upland; or
 - f. Product installation and upgrade assistance.

- ii. **Customer Defects.** If Customer notifies Upland of a problem and Upland correctly determines that the problem is due to Customer's incorrect or improper use of the Application or failure to comply with the Standard Support Terms or the MSA (as opposed to a Defect in the Application), the resolution of such problem is not covered by Upland's Support Services. However, Upland may provide Professional Services to address or cure the problem in accordance with the terms of the Agreement.
- iii. **Release Support Period.** Upland shall support a release of the Application if such release (a) was made generally available during the previous twelve months; and (b) is no more than one major release (e.g. 2.0 to 3.0) behind the most current release of the Application. Other versions of the Application shall not be supported unless Upland and Customer mutually agree otherwise in writing. Major release upgrades are not included in the standard fees and must be purchased separately. Customer acknowledges that Upland's obligations hereunder apply only to production versions of the Application.
- iv. **Third Party Products.** Support Services do not cover the operation or use of third-party hardware or software or an Application modified by any party other than Upland or used in any manner in violation of the MSA or inconsistent with the Documentation.
- v. **Data.** If Customer has a license to use and host an on-premise Application, Customer is encouraged to backup data often and to always do so prior to accessing any Update. Upland shall have no responsibility for loss of or damage to Customer's data, regardless of the cause of any such loss or damage.

4. **Customer Obligations:**

- i. **First Level Support/Single Point of Contact.** All communications relating to Support Services shall be supervised, coordinated, and undertaken by no more than two designated contact persons per Customer work-shift who shall act as a single point of contact between Customer and Upland. Each contact must possess or, at Customer's expense, acquire the necessary expertise and training to diagnose and resolve Defects with direction by Upland.
- ii. **Pre-Call Procedures.** Prior to requesting Support Services from Upland, Customer shall comply with all published operating and troubleshooting procedures for the Application. If such efforts are unsuccessful in eliminating the Defect, Customer shall then promptly notify Upland of the Defect. Customer shall confirm that the following conditions are met prior to contacting Upland for Support Services:
 - a. **Reproduction.** If possible, the situation giving rise to the Defect is reproducible in a single supported Application;
 - b. **Support Representative.** The Customer contact has the technical knowledge regarding the Application and any other software or hardware systems involved, and in the facts and circumstances surrounding the Defect;
 - c. **Access.** Customer's system, including all software and hardware, is available to the Customer contact without limit during any telephone discussions with Upland support personnel; and
 - d. **Cooperation.** The Customer contact shall follow the instructions and suggestions of Upland's support personnel when servicing the Application.
- iii. **Remote Connection.** If appropriate, Customer shall cooperate with Upland to allow and enable Upland to perform support services via remote connection using standard, commercially available remote connection software. Customer shall be solely responsible for instituting and maintaining proper security safeguards to protect Customer's systems and Customer Data.
- iv. **Updates.** Customer acknowledges and agrees that Updates provided by Upland pursuant to these Standard Support Terms may, in Upland's sole discretion, require additional training of Customer's personnel. Such training shall be performed in accordance with the terms of the Agreement.
- v. **Disclaimer.** Upland shall not be responsible to provide Support Services, Updates, or any other maintenance and support to the extent that Defects arise because Customer (a) misuses, improperly uses, misconfigures, alters, or damages the Application; (b) uses the Application with any hardware or software not supplied or supported by Upland; (c) uses the Application at any unauthorized location, if any; (d) fails to access an Update to the Application if such Update would have resolved the Defect; or (e) otherwise uses the Application in a manner not in accordance with the Documentation, these Standard Support Terms or the MSA.

5. **Software as a Service Availability:**

- i. **Availability Requirement.** Upland shall make the Application Available, as measured on a 24 hours per calendar day basis over the course of each calendar month during the Initial Term and each Renewal Term and any additional periods during which Upland does or is required to provide the Application (each such calendar month, a "Service Period"), at least 99.9% of the time, excluding only the time the Application is not Available solely as a result of one or more Exceptions (the "Availability Requirement"). "Available" means the Application is available and operable for access and use by Customer and its Users over the Internet.
- ii. **Exceptions.** No period of Application degradation or inoperability shall be included in calculating Availability if such downtime or degradation is directly caused by any of the following ("Exceptions"):
 - a. Customer's or any of its Users' use of the Application in a manner inconsistent with the Documentation;
 - b. failures of Customer's or its Users' Internet connectivity not caused by Upland;

- c. Internet or other network traffic problems other than problems arising in or from networks actually provided or controlled, or required to be provided or controlled, by Upland; or
- d. Scheduled Downtime.

iii. **Scheduled Downtime**. Upland shall notify Customer and its Users with whom Upland has communicated at least 72 hours in advance of all scheduled downtime of the Application in whole or in part ("**Scheduled Downtime**") (a) not be scheduled between the hours of 8 a.m. and 9 p.m., Eastern Time, Monday-Friday (unless otherwise agreed by the parties in a signed writing), and (b) occur more frequently than 15 hours per calendar month.

iv. **Recovery Objectives**. Upland shall maintain a recovery time objective of 24 hours and recovery point objective of 4 hours.

6. **Definitions**:

- i. "**Defect**" means a failure of the Application to substantially conform to the functional specifications set forth in the Documentation (as defined in the MSA entered into between Customer and Upland).
- ii. "**Updates**" means a subsequent release of the Application that Upland makes generally available to its supported customers, as indicated by a version number increase to the right of the first decimal point (e.g., 2.1 to 2.2). Updates shall not include any other releases of the Application (e.g., 2.5 to 3.0) or any other products that Upland, in its sole discretion, licenses separately for an additional fee.
- iii. "**Workaround**" means a modification or "patch" for a particular version of the Application, which may be of a temporary or interim nature, to help cure or avoid a Defect.
- iv. "**Service Level**" means the certain level of Support Services (e.g., Standard, Gold or Platinum) that has been selected by the Customer on the Sales Order.



ON- PREMISE PERPETUAL LICENSE SCHEDULE UPLAND SOFTWARE

This On-Premise Perpetual License Schedule, together with its exhibits reference herein, supplements the Master Services Agreement to which this Schedule is attached and sets forth additional terms and conditions subject to which Upland will make available certain Services and Applications and Customer will be permitted to use such Services and Applications. This Schedule shall apply only where a Sales Order made subject to this MSA expressly indicates that Customer has purchased licenses to an Application made available by Upland on a perpetual basis.

SUPPLEMENTAL TERMS AND CONDITIONS

1. PROVISION OF THE SERVICES

1.1. General. Upland shall make the Application available and provide Support Services to Customer and its Users as detailed herein.

1.2. Use of the Application and Documentation. Subject to the Entitlements and otherwise in accordance with the terms of the Agreement, Upland hereby grants to Customer and each of its Users a perpetual, non-exclusive, non-transferable (except as otherwise provided in the Agreement), non-sublicensable, royalty-free, worldwide, license to install and use licensed copies of the Application solely in connection with Customer's internal business operations in ordinary course of Customer's business. Upland reserves all other rights not expressly granted in the Agreement.

1.3. Use Limitations. Customer agrees that it shall not exceed the Entitlements. Without limiting the generality of the foregoing, where the Sales Order indicates that an Application is provided on a per-User basis, Customer agrees that: (i) the maximum number of Users authorized to access and use each such Application shall not exceed the number of User subscriptions purchased; and (ii) it shall not allocate (or share) any User subscription among more than one individual User unless such User subscription has been reassigned in its entirety to another individual User

1.4. Usage Audit. Upon reasonable notice to Customer, during the term of this Agreement and for three years thereafter, Customer will keep current, complete, and accurate records regarding the reproduction, distribution, and use of the Application. Customer will provide such information to Upland and certify that it has paid all fees required under this Agreement within five business days of any written request, so long as no more than two requests are made each year. Customer shall permit Upland to audit Customer's use of the Application. Such audit may be conducted no more than once per quarter, at Upland's expense, and this right will be exercised with reasonable prior notice, in such a manner as not to interfere with Customer's normal conduct of business. If any of the audits referred to herein reveal that Customer has underpaid any fees to Upland in connection with the Application, Customer shall pay to Upland an amount equal to such underpayment within 10 business days of the date of the relevant audit. This Section 1.4 shall survive the termination or expiration of the Agreement for a period of one (1) year.

1.5. Delivery. An Application will be presumed delivered once Upland has provided Customer with instructions permitting Customer to proceed with downloading the applicable Application or has otherwise delivered the applicable Application to Customer. In the event the Application requires a license activation key, Customer is obligated to request a license activation key corresponding to the quantity of licenses it has purchased. Any delay in the request process due to Customer shall not affect determination of delivery.

2. MAINTENANCE AND SUPPORT SERVICES

In connection with Customer's purchases of Application licenses, Customer may elect to purchase Support Services to be provided by Upland on a subscription basis. In such event, Upland shall provide such Support Services to Customer as further detailed in

the Subscription-Based Maintenance and Support Schedule attached to this MSA and as may be further detailed in the applicable Sales Order.

3. CUSTOMER'S RESPONSIBILITIES

3.1. Compliance and Use. Customer shall:

3.1.1. be solely responsible for maintaining the status of its User base and shall safeguard all User authentication credentials and account information within its possession or under its control;

3.1.2. be solely responsible for its Users' compliance with the Agreement and the acts or omissions of its Users relating to the Agreement to the same extent as if they were Customer's own;

3.1.3. be solely responsible for the accuracy, quality, integrity and legality of Customer Data provided to Upland and of the means by which such Customer Data was acquired;

3.1.4. use commercially reasonable efforts to prevent unauthorized access to or use of each Application, apply all relevant Virus protection updates and all Documentation and immediately notify Upland in writing of any such unauthorized access or use or violation by Customer or its Users of the Agreement;

3.1.5. use each Application only in accordance with the Documentation;

3.1.6. cooperate and assist Upland as reasonably necessary to prevent or terminate unauthorized use of the Application or Documentation.

3.2. Use Restrictions. Except as (i) otherwise expressly provided in the Agreement, or (ii) may be allowed by applicable law which is incapable of exclusion by agreement between the parties, Customer and Customer's Users shall not, and shall not permit or authorize third parties to:

3.2.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Application or Documentation in any form or media or by any means; or

3.2.2. attempt to reverse compile, disassemble, reverse engineer, or attempt to discern the source code or otherwise reduce to human-perceivable form all or any part of the Application;

3.2.3. access all or any part of the Application or Documentation in order to build a product or service that competes with the Application, Services or the Documentation;

3.2.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Application, Services or Documentation, (e.g., as a service bureau) or otherwise knowingly make the Application or Documentation available to anyone other than the Users;



- 3.2.5. attempt to gain unauthorized access to the Application, Upland systems or networks, or otherwise circumvent or disable any security or other technological features or measures of the Application;
- 3.2.6. attempt to probe, scan, penetrate or test the vulnerability of an Upland system or network absent Upland's prior express written consent in each case;
- 3.2.7. use the Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or store or transmit material in violation of third-party privacy rights;
- 3.2.8. knowingly use the Application to store or transmit Viruses or other malicious code;
- 3.2.9. knowingly interfere with or disrupt the integrity or performance of the Application; or
- 3.2.10. alter or remove any copyright notice or other proprietary rights notices that may appear on the Application or Documentation.

3.3. Product-Specific Terms. If Customer uses an Application that has additional terms and conditions specific to such Application, such product-specific terms and conditions, if any, shall be set forth as Exhibit A, attached hereto and incorporated herein by reference, and the parties shall comply with such additional terms and conditions. For the avoidance of doubt, where no Exhibit A is attached to this Schedule, no such additional terms and conditions shall apply.

3.4. Survival. This Section 3 shall survive the termination or expiration of the Agreement for so long as Customer and/or its Users retain access rights and/or use of the Application (e.g., as may be reasonably required in connection with either party's performance of its post-termination or transition assistance obligations).



EXHIBIT A
PRODUCT-SPECIFIC TERMS FOR UPLAND OBJECTIF LUNE APPLICATIONS

These Product-Specific Terms for Upland's "Objectif Lune" Applications are made a part of and incorporated into the terms of the On-Premise Perpetual License Schedule to which this Exhibit A is attached. All capitalized terms not defined herein shall have the meanings ascribed to them elsewhere in the Agreement.

UPLAND OBJECTIF LUNE APPLICATIONS:

Where Customer enters into a Sales Order for the purchase of Upland's Objectif Lune Applications, the following additional terms and conditions shall govern such use:

1. Exceptions to Scope of Use.

- a) The following products can be used on any number of devices: Designer, OL Connect Send/OL Connect Remote Print (Send) and PlanetPress Search/ OL Connect Search (PlanetPress).
- b) A Capture OnTheGo (COTG)/OL Connect Mobile (Capture OnTheGo) user license can be used simultaneously on multiple devices if and only if the operator of these devices is the same physical person.
- c) If the Application can or will generate, create or modify PostScript programs called Variable Content Documents ("VCD"), any VCD generated by the Application is licensed on a per "licensed output device" basis (including, without limitation, printers, Adobe Acrobat Distiller, Aladdin Ghostscript, etc.). This means that any VCD generated by the Application can be used by any number of users as long as they use the VCD on only that single licensed output device. If Customer requires use of the VCD on more than one output device, Customer must purchase additional licenses. In case of cluster printing systems (multiple print engines attached to a single Raster Image Processor (RIP)), each print engine needs to be licensed individually. Contact Upland for the applicable royalties and licensing terms for distribution of any VCD. Note that this paragraph does not apply for PlanetPress Office's "Windows Printing", PlanetPress Production's "Optimized PostScript Stream" and "Windows Printing", PlanetPress Connect/OL Connect 1000 (PlanetPress) or PReS Connect/OL Connect 3000 (PReS).

- 2. Software Activation.** Technological protection measures are included in the Application to prevent its unauthorized or illegal use. Customer agrees to such technical measures and Customer undertakes to follow their requirements. The Application requires activation within thirty (30) days after the initial installation. If Customer has purchased a time-based license, Customer may be required to reactivate the Application prior to its expiry. Customer may also need to reactivate the Application in the event Customer elects to modify its computer hardware or installs the Application on another computer.

- 3. Licensed Third-Party Components; Rights and Limitations.** As part of this Agreement, Customer agree to the specific rights and limitations regarding third parties licensed components bundled in the Application in addition to the rights and limitations already mentioned herein which benefit such third parties, including the following terms which apply in respect of such components as required by Upland's licensors:

4. Adobe® Technology.

- a) Acknowledgement. The parties acknowledge the term "Application", as used in this Section 4, includes certain Adobe Technology and related documentation, and any upgrades, modified versions, updates, additions, and copies thereof.
- b) License Grant and Restrictions. Upland grants to Customer and its Users a non-exclusive right to use the Application under the terms of this Agreement. Customer may make one backup copy of the Application, provided the backup copy is not installed or used on any computer.
- c) Intellectual Property Rights. The Application is owned by Upland and its suppliers, and its structure, organization and code are the valuable trade secrets of Upland and its suppliers; The Application is also protected by United States Copyright law and International Treaty provisions. Customer may not copy the Application, except as provided in this Agreement. Any copies that Customer is permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Application. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Application. Except as stated above, this Agreement does not grant to Customer or its Users any intellectual property rights in the Application.
- d) Font License. If the Application includes font software, Customer may embed the font software, or outlines of the font software, into Customer's electronic documents to the extent that the font vendor copyright owner allows for such embedding. The fonts contained in this package may contain both Adobe and non-Adobe owned fonts. You may fully embed any font owned by Adobe.
- e) Disclaimer of Warranty. THE "LIMITED WARRANTY. SOFTWARE PURCHASED ON A PHYSICAL MEDIA" SECTION OF THIS AGREEMENT STATES THE SOLE AND EXCLUSIVE REMEDIES FOR UPLAND'S OR ITS LICENSORS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, ADOBE AND ITS SUPPLIERS MAKE NO WARRANTY, EXPRESS AND IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- f) Limitation of Liability. IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied

warranties, or limitations on how long an implied warranty may last, so the above limitations may not apply to Customer. To the extent permissible, any implied warranties are limited to thirty (30) days. This warranty provides Customer specific legal rights. Customer acknowledges that such rights which vary from state to state or jurisdiction to jurisdiction.

- g) Export Rules. You agree that the Application will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Application is identified as export controlled items under the Export Laws, Customer represent and warrant that Customer are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that Customer are not otherwise prohibited under the Export Laws from receiving the Application. All rights to use the Application are granted on condition that such rights are forfeited if Customer fail to comply with the terms of this Agreement.
- h) General Provisions. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer.
- i) Trademarks. Adobe and Adobe PDF Library are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

5. Oracle® Technology.

- a) Acknowledgement. The parties acknowledge the term "Program", as used in this Section 4, includes certain Adobe Technology and related documentation, and any upgrades, modified versions, updates, additions, and copies thereof.
- b) Export. You agree that U.S. export control laws and other applicable export and import laws govern Customer's use of the Programs, including technical data; additional information can be found on Oracle's Global Trade Compliance web site located at <http://www.oracle.com/us/products/export/index.html>. You agree that neither the Programs nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.
- c) Disclaimer of Warranty and Exclusive Remedies. THE PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE FURTHER DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).
- d) No Technical Support. Oracle technical support organization will not provide technical support, phone support, or updates to Customer for the Programs licensed under this agreement.
- e) Notice of Restricted Rights. Programs delivered subject to the DOD FAR Supplement are 'commercial computer software' and use, duplication, and disclosure of the Programs, including documentation, shall be subject to the licensing restrictions set forth in the applicable Oracle license agreement. Otherwise, Programs delivered subject to the Federal Acquisition Regulations are 'restricted computer software' and use, duplication, and disclosure of the Programs, including documentation, shall be subject to the restrictions in FAR 52.227-19, Commercial Computer Application-Restricted Rights (June 1987). Oracle America, Inc., 500 Oracle Parkway, Redwood City, CA 94065.
- f) End of Agreement. Customer may terminate the licenses provided under this Section 5 by destroying all copies of the Programs. We have the right to terminate Customer's right to use the Programs if Customer fail to comply with any of the terms of this agreement, in which case Customer shall destroy all copies of the Programs.
- g) Relationship Between the Parties. The relationship between Customer and Oracle America, Inc. is that of licensee/licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this agreement shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such software.
- h) Open Source. As used in this Exhibit, "Open Source" software means software available without charge for use, modification and distribution - is often licensed under terms that require the user to make the user's modifications to the Open Source software or any software that the user 'combines' with the Open Source software freely available in source code form. If Customer use Open Source software in conjunction with the Programs, Customer must ensure that Customer's use does not: (i) create, or purport to create, obligations for us with respect to the Oracle Programs; or (ii) grant, or purport to grant, to any third party any rights to or immunities under our intellectual property or proprietary rights in the Oracle Programs. For example, Customer may not develop a software Program using an Oracle Program and an Open Source Program where such use results in a Program file(s) that contains code from both the Oracle Program and the Open Source Program (including without limitation libraries) if the Open Source Program is licensed under a license that requires any "modifications" be made freely available. You also may not



combine the Oracle Program with software licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the Oracle program or any modifications thereto to become subject to the terms of the GPL.

6. Eclipse Technology.

- a) The Objectif Lune Applications may include unmodified Eclipse redistributables available at www.eclipse.org. The Eclipse redistributables are submitted to the WARRANTY DISCLAIMER and LIMITATION OF LIABILITY provisions of this Agreement, and to the Eclipse Public License - v 1.0 that can be found at <https://www.eclipse.org/legal/epl-v10.html>.



SUBSCRIPTION-BASED MAINTENANCE AND SUPPORT SCHEDULE UPLAND SOFTWARE

This Subscription-Based Maintenance and Support Schedule, supplements the Master Services Agreement to which this Schedule is attached and sets forth additional terms and conditions subject to which: (1) Upland will make available subscription-based Support Services for Upland Applications which Upland has licensed to Customer on a perpetual basis; and (2) Customer will be permitted to access and use such Support Services.

SUPPLEMENTAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. **"Defect"** means a failure of the Application to substantially conform to the functional specifications set forth in the Documentation.

1.2. **"Updates"** means a subsequent release of the Application that Upland makes generally available to its supported customers, as indicated by a version number increase to the right of the first decimal point (e.g., 2.1 to 2.2). Updates shall not include any other releases of the Application (e.g., 2.5 to 3.0) or any other products that Upland, in its sole discretion, licenses separately for an additional fee.

1.3. **"Workaround"** means a modification or "patch" for a particular version of the Application, which may be of a temporary or interim nature, to help cure or avoid a Defect.

2. SERVICE LEVELS

2.1. **Standard Support Services.** During the Subscription Term detailed on the applicable Sales Order and otherwise subject to Customer's compliance with the Agreement, Upland shall provide Support Services to Customer as detailed in Section 3 (*Standard Maintenance and Support Terms*), below.

2.2. **Enhanced Support Services.** For certain of Upland's Applications, Customer may request to purchase rights to enhanced or upgraded Support Services to be provided by Upland on a subscription basis (the **"Enhanced Support Services"**) by contacting Customer's account representative. The fees, Subscription Term and description of the Enhanced Support Services to be provided by Upland shall be detailed on a Sales Order, and upon the parties' execution of such Sales Order, the Standard Maintenance and Support Terms set forth in Section 3 shall be supplemented accordingly. Where Enhanced Support Services are purchased by Customer during an active Subscription Term, fees for such Enhanced Support Services shall be pro-rated for the remainder of such Subscription Term.

2.3. **Customization Support.** To the extent Upland develops and provides to Customer any customizations, integrations, or custom reports, Upland shall maintain and support any such customizations, integrations, or custom reports in accordance with the Standard Maintenance and Support Terms and Conditions detailed in Section 3, subject to additional fees as agreed by the parties in a Sales Order.

3. STANDARD MAINTENANCE AND SUPPORT TERMS

3.1. **Annual Application Maintenance.** Upland shall use commercially reasonable efforts to maintain the Application so that it operates without Defects.

3.2. **Updates.** Upland shall supply Customer with Updates for the Application that is released to the general customer base during the Subscription Term. Such Updates may be accessed by Customer at no additional charge. Except for Updates, Customer shall not be entitled to any other software as part of any level of maintenance and support.

3.3. **Bulletins.** From time to time, at its sole discretion, Upland may publish bulletins containing information about Updates and other Upland news.

3.4. Application Support.

3.4.1. **"Support" Defined.** Support shall consist of internet assistance and/or telephone support to Customer with respect to use of the Application and to resolve Defects through access to a website that may include any of the following: a knowledge base, online case tracking, frequently asked questions, Updates, and Documentation. Support will be available from 9:00 am to 8:00 pm, U.S. Eastern Time, Monday through Friday, excluding holidays. Unless otherwise designated by Upland, Customer should access the website described on the Sales Order.

3.4.2. **Submission of Issues for Resolution.** Customer shall submit to Upland the following information: (a) Customer contact information; (b) Application version; and (c) a complete description of the Defect and Customer-specific Application environment. If applicable, Customer shall also provide access to the Customer's Application environment so the Defect may be replicated.

3.4.3. **Problem Definition.** Customer shall record the following information for reference and provide it to Upland: (a) error messages and indications that Customer received when the malfunction occurred; (b) what the user was doing when the malfunction occurred; (c) what steps Customer has taken to reproduce the malfunction; (d) what steps Customer may have already taken to solve the problem; and (e) system logging

3.5. **Severity Classification.** Defects in the Application are classified according to severity of impact on the use of the Application, according to the chart below. All disputes regarding severity classification will be resolved by Upland in its sole discretion.

Severity	Impact
1	Production system Defect that prevents business critical work from being done, no Workaround exists, and Defect impacts most Users; or Defect causes a material loss of Customer Data in production system; or Security-related Defect.
2	Production system Defect that prevents business critical work from being done and a Workaround exists; or Defect violates the material specifications in the Documentation and impacts Customer's production system.
3	All other Defects.

3.6. Response Time Goals. Upland agrees to use commercially reasonable efforts to (i) acknowledge Defects reported to Upland by Customer on Upland's problem reporting form (which, in the event of a Severity 1, such acknowledgement will occur within two business hours where notice of the Defect is received by telephone and four business hours where notice of the Defect is received by web and categorization of the Defect as a Severity 1) and (ii) provide Workarounds. Acknowledgements will be sent to Customer via email. The following response time goals will be in effect:

3.6.1. Severity 1. If a Severity 1 Defect occurs during normal operating hours (9:00 am to 8:00 pm U.S. Eastern Time weekdays), Upland will begin immediate and continuous efforts to reproduce and resolve the Defect and will carry out those efforts until the Defect is resolved. Upland will use reasonable efforts to resolve all Severity 1 Defects in the shortest time possible and will review status with Customer on a daily basis or more frequently, if requested.

3.6.2. Severity 2. If the Defect is a Severity 2 issue, Upland will begin efforts to reproduce the problem no later than the opening of the next business day after receipt of the issue by Customer. Upland will use reasonable efforts to resolve Severity 2 problems as rapidly as practical, but no later than the next Update after reproduction of the Defect. Notwithstanding the foregoing, Upland shall acknowledge receipt of the Defect within two business hours where notice of the Defect is received by telephone and four business hours where notice of the Defect is received by web.

3.6.3. Severity 3. Severity 3 Defects will be addressed in Upland's normal Update. Notwithstanding the foregoing, Upland shall acknowledge receipt of the Defect within two business hours where notice of the Defect is received by telephone and four business hours where notice of the Defect is received by web.

3.7. Inclusion. For the avoidance of doubt, the parties acknowledge and agree that each Workaround and Update shall be deemed to be a derivative work of the Application.

4. ADDITIONAL SERVICES.

4.1. Coverage. For an additional fee, Customer may elect to receive certain additional services, including, with respect to the Application, training, customization, on-site support and maintenance, and consulting services related to defects caused by issues other than the Application. Fees related to such services will be described in a Sales Order signed by both parties and will be provided by Upland at the fee stated therein, or if no fee is stated, at Upland's standard rate for equivalent services in effect at the time such Sales Order is executed. For the avoidance of doubt, where any additional services are explicitly included in the maintenance and support service level selected by Customer on the applicable Sales Order, then such additional services do not require payment of additional fees.

4.2. Out-of-Pocket Expenses. Customer shall pay all reasonable out-of-pocket expenses incurred by Upland, including costs for meals, lodging and travel related to additional support services.

5. OBLIGATIONS OF CUSTOMER.

5.1. First Level Support/Single Point of Contact. All communications relating to the Support Services shall be supervised, coordinated, and undertaken by no more than two designated contact persons per Customer work-shift who shall act as a single point of contact between Customer and Upland. Each contact must possess or, at Customer's expense, acquire the necessary expertise and training to diagnose and resolve Defects with direction by Upland.

5.2. Pre-Call Procedures. Prior to requesting support from Upland, Customer shall comply with all published operating and troubleshooting procedures for the Application. If such efforts are unsuccessful in eliminating the Defect, Customer shall then promptly notify Upland of the Defect. Customer shall confirm that the following conditions are true before contacting Upland for support:

5.2.1. Reproduction. If possible, the situation giving rise to the Defect is reproducible in a single supported Application;

5.2.2. Support Representative. The Customer contact has the technical knowledge regarding the Application and any other software or hardware systems involved, and in the facts and circumstances surrounding the Defect;

5.2.3. Access. The entire system, including all software and hardware, is available to the Customer contact without limit during any telephone discussions with Upland support personnel; and

5.2.4. Cooperation. The Customer contact will follow the instructions and suggestions of Upland's support personnel when servicing the Application.

5.3. Remote Connection. If appropriate, Customer will cooperate with Upland to allow and enable Upland to perform support services via remote connection using standard, commercially available remote connection software. Customer shall be solely responsible for instituting and maintaining proper security safeguards to protect Customer's systems and data.

5.4. Updates. Customer acknowledges and agrees that Updates provided by Upland pursuant to this Subscription Support Schedule may, in Upland's sole discretion, require additional training of Customer's personnel. Such training shall be performed in accordance with Section 3 (*Professional Services*) of the MSA.

5.5. Disclaimer. Upland shall not be responsible to provide the Support Services, Updates, or any other maintenance and support to the extent that Defects arise because Customer (a) misuses, improperly uses, misconfigures, alters, or damages the Application; (b) uses the Application with any hardware or software not supplied or supported by Upland; (c) uses the Application at any unauthorized location; (d) fails to access an Update to the Application if such Update would have resolved the Defect; or (e) otherwise uses the Application in a manner not in accordance with the Subscription Support Schedule or the applicable license agreement.

6. LIMITATIONS ON MAINTENANCE AND SUPPORT SERVICES.

6.1. Customer Defects. If Customer notifies Upland of a problem and Upland correctly determines that the problem is due to Customer's incorrect or improper use of the Application or failure to comply with the terms of this Subscription Support Schedule or the applicable license agreement (as opposed to a Defect in the Application), the resolution of such problem is not covered by the Support Services. However, Upland may provide Professional Services to correct the problem pursuant to Section 3 (*Professional Services*) of the MSA.

6.2. Release Support Period. Upland shall support a release of the Application if such release (a) was made generally available during the previous twelve months; and (b) is no more than one major release (e.g., 2.0 to 3.0) behind the most current release of the Application. Major release upgrades are not included in the Fee and must be purchased separately. Other versions of the Application will not be supported unless Upland and Customer mutually agree otherwise in writing. Customer acknowledges that



Upland's obligations hereunder apply only to production versions of the Application.

6.3. Third Party Products. The parties acknowledge and agree that the Support Services shall not support with regard to the operation or use of: (i) third-party hardware or software; or (ii) the Application, as modified by any party other than Upland; or (iii) the Application, as used in any manner in violation of the MSA, the applicable license agreement, or inconsistent with the Documentation.

7. MISCELLANEOUS.

7.1. Customer Facilities. To the extent required by Upland, Customer will, upon request, promptly make available to Upland certain of its facilities, computer resources, software programs, networks, personnel, and business information as are required to perform any service or obligation hereunder. Upland agrees to comply with Customer's rules and regulations regarding safety, security, and conduct, provided Upland has been made aware of such rules and regulations.



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Karen Nelson, Deputy City Manager
DATE:	06/20/2024
SUBJECT:	Records Management Consulting Services for Optiview Platform

BACKGROUND

Optiview is the current document management system used to maintain the City's master copies and permanent records. The Optiview system has been in service for more than 20 years and has not been substantially upgraded in several years. The records currently stored in Optiview do not have Optical Character Recognition (OCR), making them unsearchable by text. With Council approval, the City plans to purchase an upgrade to the system from Upland Software, Inc. Once the system is upgraded, files that are contained on the existing database will have to be re-scanned and transferred to the new searchable database.

There are over 6.2 million image files in the current system that need to be re-scanned and transferred to the new searchable database. The estimated time to re-scan all files is approximately 24 months. To significantly reduce the time required to re-scan and transfer the records, the City would like to retain the services of a records management consultant to help departments identify electronic records that have met the state's retention period and can be deleted before the records are transferred to the new system. Section 119.021, Florida Statutes, mandates public agencies to dispose of records that are no longer needed.

The scope of services includes both onsite and offsite consulting services, including identification and documentation of records eligible for destruction and an electronic records review. The proposed services will be retained utilizing an existing Professional Services Agreement between SML, Inc., and the Clay County Utility Authority.

FINANCIAL IMPACT

The proposal for onsite services is \$2,000 per day, or \$200 per hour for offsite services. The City estimates the project will take approximately 250 hours, not to exceed \$50,000. The funds are available in the General Fund, unanticipated account and the budget in account 001-01-0106-513-31-531000 will be adjusted at yearend.

REQUESTED ACTION

Approve/Disapprove the scope of services and fee schedule for Records Management Consulting Services with SML, Inc., for an amount not to exceed \$50,000

ATTACHMENTS

1. Proposal and Scope of Services

Records Management Consulting Services

For the

City of Jacksonville Beach, Florida

Proposal and Statement of Qualifications

May 20, 2024

**Matt Daugherty, CRM
Executive Vice President**

Post Office Box 484, Vero Beach, Florida 32961
813.528.2705

mattdaugherty@msn.com

www.smlinfo.net



May 20, 2024

Sheri Gosselin
City Clerk
City of Jacksonville Beach
11 North 3rd Street
Jacksonville Beach, FL 32250
Email: sgosselin@jaxbchfl.net

Sheri,

Thank you for the opportunity to assist the City of Jacksonville Beach with records management. This document serves to clarify the scope of services and the fee for **Records Management Consulting Services** to assist the City in implementing improvements to and maintaining your Records Management Program.

Section 257.36, Florida Statute mandates every public agency to establish and maintain a records management program to ensure the economical and efficient management of agency information. To meet this mandate, a records program must be formalized and administered with key components established in writing. All decision-making affecting the management of information, either directly or indirectly (e.g. policy/procedure development, technology implementation, etc.) should consider the agency's Records Management Program standards and goals.

I. ONSITE CONSULTING SERVICES

Consulting services would include technical assistance of nearly any records related service including, but not limited to:

- Records management project planning and oversight
- Identification and documentation of records eligible for destruction
- Indexing and organization services
- Electronic records review
- Filing system design and implementation
- Professional staff training
- Assistance with the integration of technology and changing standards in the Florida Administrative Codes - specifically, Rule Chapter 1B-26,
- Assistance selecting service providers together with compliance monitoring,
- Policy and Procedure development

The fee for onsite consulting services is \$2,000.00 per business day (not to exceed eight hours) billed per visit. This sum includes any and all related travel costs. The agency may procure as many dates as necessary (providing for consultant scheduling availability) to achieve records management program project goals.

II. OFFSITE CONSULTING SERVICES

SML, Inc., will provide offsite consulting services to include staff communication, such as consultation group phone calls, and technical assistance requiring research and/or written deliverables. Off-site consulting services may be conducted via phone and/or email. **The fee for this service is \$200.00 per hour, billable per month. A minimum of thirty minutes will be billed for each session.**

PROFESSIONAL EXPERIENCE

SML, Inc., continues to consult with agencies around the state. This includes the City of Clermont where we have **disposed of 12,932.86 cubic feet of paper records and 240.70 GB of digital data to date.** We maintain annual consulting services as proposed for a number of agencies including the Central Florida Expressway Authority, City of Coconut Creek, the City of Margate, and the City of Gulfport.

Numerous references are available upon request. I have **over twenty-two years of professional experience** managing Florida Public Records. I am a **Certified Records Manager (CRM)** through the Institute of Certified Records Managers (ICRM). Immediately prior to my position with SML, Inc, I served as **Records Analyst in the Records and Information Management Program of the Florida Department of State, State Library and Archives** providing records management technical assistance to all levels of Public Agencies; developing statewide policies and procedures; assisting in the operation of the State Records Center and conducting regional seminars on Public Records Law and Public Records Management. I hold a **Master of Arts** degree in Public History/Historical Administration from Florida State University with a concentration in Historic Records and Archives Management.

Consultants at SML, Inc., bring **over forty years of professional experience** working with nearly every type and size of agency. We provide innovative and comprehensive records and information management consulting services to government agencies and the private sector including Comprehensive Records and Information Management Planning; Records Retention Services; Disposition Services; Email Management; Training; Policy and Procedure Development; Facilities Management; Records Storage; a full range of Imaging Services and Compliance Monitoring. Additionally, we regularly conduct 12-hour seminars for CEU's at FSU, USF, and FAU on Public Records Law and Public Records Management. These seminars are certified for credit by the IIMC for the Certified Municipal Clerk and Master Municipal Clerk program and ongoing education. We also conduct public records courses as part of the Florida Department of Revenue College for Tax Collectors and Property Appraisers and the Florida Association of Code Enforcement certification program.

I appreciate the opportunity to work with you towards a successful records management program. Please give me a call to discuss any of this you wish.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Daugherty". The signature is fluid and cursive, with a horizontal line crossing through the middle of the name.

Matt Daugherty

Cc: Steve Lewis

List of Recent Florida Clients:

Municipalities

City of Clermont
City of Coconut Creek
City of DeBary
City of Doral
City of Eagle Lake
City of Fruitland Park
City of Ft. Myers
City of Groveland
City of Gulfport
City of Holmes Beach
City of Indian Rocks Beach
City of Jacksonville Beach
Town of Lady Lake
City of Madeira Beach
City of Margate
City of North Lauderdale
City of Plant City
City of Pompano Beach CRA
City of Seminole
City of South Daytona

Counties

Bay Co. Board of County Commission
Collier Co. School Board

State Agencies/Universities

Florida Atlantic University
Florida Department of Revenue
Florida Gulf Coast University
Florida State University
University of Central Florida
University of South Florida

Other

Central Florida Expressway Authority
Constangy, Brooks, Smith & Prophete
Florida Association of City Clerks
Florida Association of Code
Enforcement
Florida Government Finance Officers
Association
Florida Tax Collectors Association



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Duston Scott, Benefits Administrator
DATE:	06/18/2024
SUBJECT:	Appointment of Council-appointed Resident to the Police Officers' Retirement System Pension Board

BACKGROUND

The Police Officers' Pension Board of Trustees consists of five members as follows:

- (b) The board of trustees shall consist of the following five (5) individuals:
- (1) **Two (2) members appointed by the City Council, who shall be residents of the city.**
 - (2) Two (2) police officers who shall be elected by active police officers of the city.
 - (3) A fifth member selected by the other four (4) members and appointed, as a ministerial act, by the City Council.

Police Officers' Board of Trustee City Council appointee Rudy Dean relocated his primary residence outside the boundaries of the City of Jacksonville Beach. According to the City of Jacksonville Beach code of ordinance Sec. 2-163.23 (b) the City Council appointee shall be a resident of the City.

The City Council has previously interviewed applicants for various City board positions. Of those applicants, two meet the residency requirement and have expressed interest in serving on one or more of the City's pension boards of trustees. The qualified applicants are John Leynes and Matthew Grocki. The applications are included for Council review.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Appoint _____, a City of Jacksonville Beach Resident, to a term as a Council-appointed member of the Police Officers' Retirement System Pension Board for the remainder of a term of a vacated seat expiring March 31, 2026

ATTACHMENTS

1. John K. Leynes
2. Matthew Grocki



Received
3/5/2024
City Clerk

Application for Appointment to City Boards

Personal Information (Please print or type)

Name:	John K. leynes	Home Phone:	9043093045
Home Address:	26 Burling Way		
E-Mail Address:	johnkleynes@gmail.com	Cell Phone:	9043093045
Occupation:	Construction	Business Phone:	same
Business Name:	JLC Construction INc		
Business Address:	26 Burling Way		

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: 20 year
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: Duval
Do you own property in the City?	Yes ☒	No ☐	If yes, address: 26 Burling Way
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☒	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details:

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".

4 ☐	Board of Adjustment
3 ☐	Community Redevelopment Agency

1 ☐	Planning Commission
2 ☐	Pension Trustee

Please list the type of City meetings you have attended: Planning

Education: University of Kentucky - B.A. - 1992

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

I am a Licensed General Contractor and Licensed Roofer for over 20 years.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- | | |
|---|---|
| ☐ African-American | ☐ Caucasian |
| ☐ Asian/Pacific Islander | ☐ Hispanic |
| ☐ American Indian/Alaskan Native | ☒ Not Known |

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and remain valid for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

Applicant's Signature



Received
3/13/2024
City Clerk

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Matthew B. Grocki Home Phone: (859) 492-3944
Home Address: 937 16th Avenue S, Jacksonville Beach, FL 32250
E-Mail Address: matthew.b.grocki@gmail.com Cell Phone: (859) 492-3944
Occupation: CPA Business Phone: (859) 492-3944
Business Name: CFGI
Business Address: 1 Lincoln Street, Suite 1301, Boston, MA 02111

Eligibility

Are you a resident of the City?	Yes ☒	No ☐	If yes, length of time: <u>12 Years</u>
Are you a registered voter?	Yes ☒	No ☐	If yes, what County: <u>Duval</u>
Do you own property in the City?	Yes ☒	No ☐	If yes, address: <u>937 16th Avenue S</u>
Do you hold a public office?	Yes ☐	No ☒	If yes, Office name: _____
Are you employed by the City?	Yes ☐	No ☒	If yes, position: _____
Are you currently serving on a Board?	Yes ☐	No ☒	If yes, Board Name: _____
Have you been convicted of a felony?	Yes ☐	No ☒	If yes, provide date: _____
Have your civil rights been restored?	Yes ☐	No ☐	If yes, provide date: _____
Have you filed bankruptcy?	Yes ☐	No ☒	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes ☐ No ☒

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

3 Board of Adjustment	2 Planning Commission
4 Community Redevelopment Agency	1 Pension Trustee

Please list the type of City meetings you have attended: None

Education: The University of Kentucky - Bachelor's and Master's

Qualifications (Briefly describe specific expertise, abilities, or qualifications):

18 years of experience in finance and accounting - currently at CFGI, primarily consulting for companies operating throughout the US and Europe. Previously, I worked for a variety of companies in the Jacksonville area and started my career at Deloitte.

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- | | |
|---|---|
| ☐ African-American | ☒ Caucasian |
| ☐ Asian/Pacific Islander | ☐ Hispanic |
| ☐ American Indian/Alaskan Native | ☐ Not Known |

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and remain valid for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

March 12, 2024
Date

[Signature]
Applicant's Signature

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Planning and Development
DATE:	05/29/2024
SUBJECT:	Ordinance No. 2024-8217 Vacating a 12-foot Wide by 102-foot Long Easement Running in an East-West Direction Through Block 70 of the Oceanside Park Plat

BACKGROUND

In May 2024, the Planning and Development Department received an application to vacate an existing 12-foot wide by 102-foot long easement located in the Oceanside Park Plat, Block 70. The easement runs in an easterly-westerly direction. The easement runs directly through the building located at 901 7th Avenue South. The easement does not contain any utilities or infrastructure and is not used by the City. The alleyway was abandoned by Ordinance 7446 in 1990, however the easement was maintained.

The Planning and Development Department sent a notice to all property owners whose property may be affected by the proposed easement vacation to request comments on the request. At least a week was allowed for responses, and the City did not receive any emails, calls, or inquiries, or any other correspondence on the request. Copies of the application were sent to Beaches Energy, the Fire Marshal, the Police Department, and Public Works for their review, comments, and recommendations concerning the proposed easement vacation request. All departments have reviewed the request pursuant to the departmental review criteria, and have recommended approval of the request.

Considering that the City does not maintain any utilities or own any infrastructure within the subject easement, the recommendation of the Planning and Development Department is to vacate the entire easement. Public Works has verified the removal of a sanity sewer main that was previously located in the easement before construction of the existing building and no longer has any need for the easement. Beaches Energy Services has confirmed that there are no existing electrical facilities in the easement area requesting to be vacated. The Fire Marshal and the Police Department recommend approval as well.

The City Council considered and approved the first reading of Ordinance No. 2024-8217 to abandon an easement at the regular meeting on June 17, 2024.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Adopt/Deny Ordinance No. 2024-8217 on the second reading vacating a 12-foot wide by 102-foot long easement running in an east-west direction through Block 70 of the Oceanside Park Plat



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

ATTACHMENTS

1. Application to Vacate Easement Block 70 Oceanside Park
2. Business Impact Estimate Ordinance No. 2024-8217
3. Ordinance No. 2024-8217 Easement Vacation



ABANDONMENT OR CLOSING OF A RIGHT OF WAY OR EASEMENT APPLICATION

AS/400 # _____

This form is intended for submittal, along with the \$350.00 nonrefundable application fee, for all requests for the abandonment or closing of a public street or alley right of way, or any public access or utility easement. This application must be submitted to the Jacksonville Beach Planning and Development Department for processing. Following an evaluation of completeness, the Department will send a copy of the application to all property owners who might be affected by the proposed right of way or easement closing along with a request for their comments on the request. If there are no significant objections received from the affected property owners, the Planning and Development Department will request comments and recommendations from the Electric Utility, Fire, Police, and Public Works Department with respect to the effect of the proposed abandonment on their operations. The public comment and departmental review period process may take as much as 45 days to complete. If the administrative review indicates that the right of way or easement can be closed, then all of the information received is compiled into a report to the City Manager for inclusion, with a draft ordinance, on the agenda for consideration by the City Council.

APPLICANT INFORMATION

Applicant's Name: Orr Cook, c/o William Gibbs, Esq., as Authorized Agent
Mailing Address: 818 A1A North, Suite 302, Ponte Vedra Beach, FL 32082

Telephone: (904) 358-8300
E-Mail: wgibbs@orrcook.com

PROPERTY INFORMATION

Street Address of Property: 901 7th Ave S, Jacksonville Beach, FL 32250

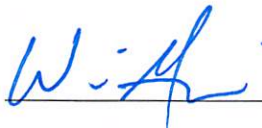
Legal Description of Property: Lots 1 & 2, & E 35ft of Lot 3, & All of Lots 9 to 12, BLK 70, Oceanside Park, PB 8-13
(*Lot, block, subdivision name*) And East 135 ft of 12 ft alley closed by Ord. 7446

Location of the Right of Way or Easement you are applying to abandon or close: Easement area being the east 135 ft of the 12 foot wide alley that was previously closed by City Ordinance 7446

(*Attach a boundary survey or plat of the property*)

Reason(s) why you are requesting that this Right of Way or Easement be abandoned: Please see attached Written Description. The Owner is only seeking to abandon the easement area east of the manhole in the parking lot of the subject property (approximately 102 ft)

(*Attach additional pages if necessary to fully explain why this application should be approved*)

Applicant's Signature: 

Date of Application: 5/1/2024

Written Description for Abandonment of Easement
901 7th Ave S
Jacksonville Beach FL 32250
RE Number: 176564-0100

Property: 901 7th Ave S
Jacksonville Beach FL 32250
(RE #: 176564-0100)

Owner: Natural Life Collections, Inc.
901 7th Ave S
Jacksonville Beach, FL 32250

**Applicant/
Authorized Agent:** Orr Cook
818 A1A North, Suite 302
Ponte Vedra Beach, FL 32082
Attn: William Gibbs, Esq. (wgibbs@orrcook.com)
Phone: 904-358-8300

Background Information:

The Property consists of several plotted lots located in Block 70, Oceanside Park, according to the plat thereof, recorded at Plat Book 8, Page 13, of the current Public Records of Duval County, Florida (the “**Plat**”). The Plat also included an alley located in Block 70 that was subsequently closed, abandoned, and vacated by the City of Jacksonville Beach (the “**City**”) pursuant to City Ordinance 7446 dated January 15, 1990 (the “**Alley Closure Ordinance**”). In the Alley Closure Ordinance, the City reserved a perpetual easement for using said alley for the purpose of maintaining certain utilities (the “**Easement**”), and the City reserved its right, title, and interest in and to certain sewer lines and pipes installed by the City. There is currently a manhole situated in the Easement area approximately 102 feet west of the Property’s eastern boundary line (the “**Manhole**”).

Reason(s) why we are requesting that this Easement be abandoned:

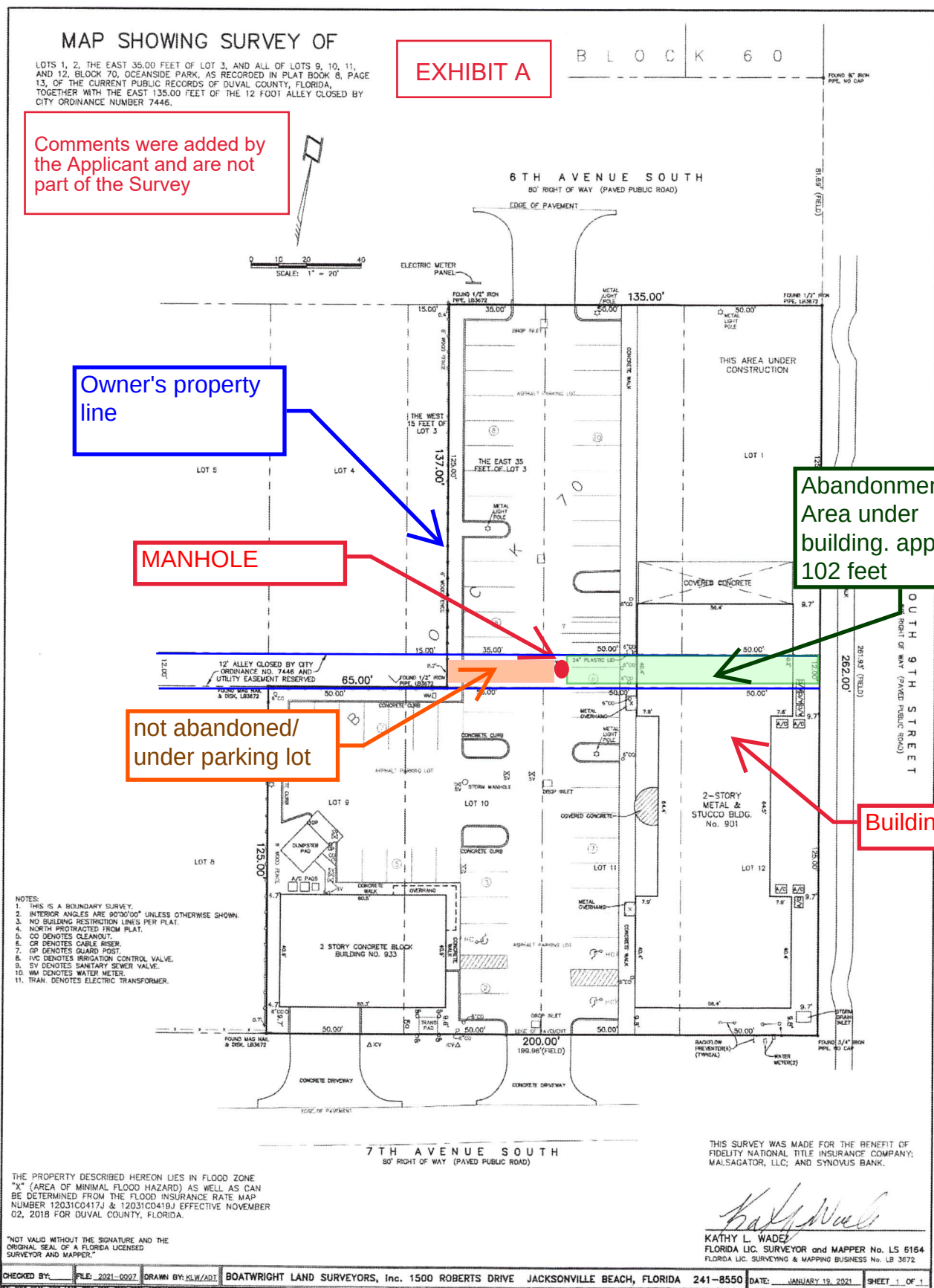
In short, the Easement currently runs under the parking lot and building located on the Property (the “**Building**”). It is the Applicant’s understanding that the City no longer needs the Easement east of the Manhole, and that the City had previously agreed to abandon that portion of the Easement when the Building was originally constructed. Pursuant to email correspondence from the City’s Public Works Department, the City’s gravity sewer ends at the Manhole, and the Owner’s sewer service comes into that Manhole from the Building.

Accordingly, the Owner seeks the abandonment of the Easement only from the manhole to eastern boundary line of the Property (the “**Abandonment Area**”), i.e. approximately the eastern 102 feet of the Easement Area. This would clear any encumbrances affecting the Owner’s Building, but also allow the City to retain the portion of the Easement containing the terminus of the City’s gravity sewer.

A marked up survey of the Property, roughly depicting the Easement, the Manhole, and the Abandonment Area is attached to this Application as **Exhibit A**.

As the alley was previously closed, and the Abandonment Area is entirely on the subject Property, the Owner does not believe that any neighboring properties will be materially impacted. If any additional information can be provided, please contact the Authorized Agent, and we will be happy to assist.

SURVEY





RIGHT OF WAY / EASEMENT ABANDONMENT REVIEW CRITERIA AND PROCEDURES

REVIEW PROCESS	
1. An application for the City of Jacksonville Beach to abandon, vacate or close a public street, alley or utility right of way or easement is submitted to the Planning and Development Department for processing. The application must be accompanied by a \$350.00 nonrefundable processing fee.	4. The foregoing review and notification process may take up to 30 days to complete. Once all of the departmental reviews and property owner comments have been received, the Planning and Development Department compiles the information and presents it in writing, along with a staff recommendation and draft ordinance, to the City Manager who then schedules the request for consideration by the City Council.
2. Following receipt of the application and fee, Planning and Development Department staff will check the application for completeness. The Planning and Development Department will then send a notice to all of the other property owners who might be affected by the proposed closing to request their comments on the request. Approximately one week is allowed for the other affected property owners to respond.	5. All requests to abandon a public right of way or easement must be approved by ordinance. In Jacksonville Beach, an ordinance must be considered and approved at two separate City Council meetings ("First" and "Second" Reading). The applicant is required to attend both of these City Council meetings to answer any questions the members might have regarding the application.
3. Once the property owners' response period is over, copies of the application will be sent to the Jacksonville Beach Electric Utility Department, Fire Department, Police Department and Public Works Department for their review, comments and recommendations concerning the proposed right of way or easement closing. Those departments may recommend approval, approval with conditions such as retaining an easement in the case of a right of way closing, or disapproval. A recommendation of disapproval by a reviewing department indicates that there is a continuing public purpose that is served by the right of way or easement. In this instance the applicant is notified and process is stopped.	

DEPARTMENTAL REVIEW CRITERIA

ELECTRIC UTILITY DEPARTMENT

1. The Electric Utility Department conducts a records check and field inspection to determine if there are any existing overhead or underground electric facilities located within the right of way or easement that is proposed to be closed. If such facilities are present, the Department will make a determination if the closure can be made without affecting the integrity of electric system.
2. In the case of an alley right of way, if there are electric facilities within the right of way or easement, then the Department will recommend that the application not be approved. In some such instances arrangements may be made for the facilities to be removed or relocated at the applicant's expense.
3. In the case of a partial or complete road right of way closing, the recommendation would be based on a case-by-case determination of accessibility to the Department's facilities.

FIRE DEPARTMENT

1. The primary concern of the Fire Department is access to buildings, fire hydrants or fire department connections.

The Department will generally recommend disapproval of a right of way or easement closing which would make any part of a building to be located in excess of 200 feet from a fire/rescue pumper parked at the street access.
2. All buildings are to be located within 300 feet of a fire hydrant as measured along the travel route of the fire/rescue pumper.

PLANNING AND DEVELOPMENT DEPARTMENT

1. The Planning and Development Department checks all applications to close a public alley or street right of way to ensure that no other properties are left without frontage on another public street.
2. Utilizing an alley or easement as the principal means of access to a lot or parcel of land is not permitted in Jacksonville Beach.
3. The Planning and Development Department compiles the responses received from the other property owners who might be affected by the proposed right of way or easement closing. As a general rule, if an abutting property owner objects, it is considered to be sufficient evidence that the right of way or easement has a public purpose and should be retained as such. An application may wish to discuss the request to close the right of way or easement with the adjacent property owners before submitting an application.
4. In the case of a partial street right of way closing, it is the City's policy to close the section for the entire length of the block and not just the portion which abuts the applicant's property.

POLICE DEPARTMENT

1. The Police Department reviews right of way or easement closing requests to determine that an officer can readily access a business, residence or other property by use of an alternate street or public accessway.

PUBLIC WORKS DEPARTMENT

1. The Public Works Department conducts a records check and field survey to ascertain the presence of any existing water, sewer, or storm drainage facilities with the area proposed to be closed. This may include water and sewer lines or drainage pipe, swales or ditches.

2. The Public Works Department evaluates the particular installation to determine if the closure will adversely affect maintenance and repair functions and assess the potential disruption of departmental service delivery activities resulting from future development of the abandoned right of way or easement. The review of drainage system concerns relates to the potential for flooding or increased difficulty in maintaining drains as a result of the closure.

CITY COUNCIL / CITY MANAGER

1. Following a review of the information supplied by the reviewing departments, the City Council and City Manager will make a determination if there is an overwhelming public interest in retaining the road or alley right of way or the public easement. This determination will be made by balancing the reasons given by the applicant in support of the closure when weighed against the present or future needs of the City. In other words, **there must be a significant public purpose that will be served if the right of way or easement is turned over to a private owner.**



BUSINESS IMPACT ESTIMATE STATEMENT

Ordinance Number and Title:

Ordinance No. 2024-8217

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, VACATING, DISCONTINUING, ABANDONING, AND CLOSING A CERTAIN TWELVE (12) FOOT WIDE EASEMENT RUNNING IN AN EASTERLY AND WESTERLY DIRECTION THROUGH THAT CERTAIN PROPERTY LOCATED IN THE CITY OF JACKSONVILLE BEACH, FLORIDA, KNOWN AS BLOCK 70, OCEANSIDE PARK SUBDIVISION, ACCORDING TO THE PLAT BOOK THEREOF RECORDED IN PLAT BOOK 8, PAGE 13 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER'S ERRORS, RECORDING AND NON-CODIFICATION, AND AN EFFECTIVE DATE.

1. Summary of the Proposed Ordinance:

This ordinance will vacate a twelve (12) foot wide easement running in an easterly and westerly direction through that certain property located in the City of Jacksonville Beach, Florida, known as Block 70, Oceanside Park Subdivision. As platted, the easement is no longer needed by the City for any purpose.

2. Estimate of the Direct Economic Impact of the Proposed Ordinance:

This ordinance will not require businesses to incur any direct costs, nor will any new charges or fees be assessed for which businesses will be financially responsible.

3. Good Faith Estimate of the Number of Businesses Likely to be Impacted by the Proposed Ordinance:

None.

4. Additional Information the City of Jacksonville Beach Has Determined May be Useful (If Any):

N/A.

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

ORDINANCE NO. 2024-8217

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, VACATING, DISCONTINUING, ABANDONING, AND CLOSING THE EASTERN 102 FEET OF A CERTAIN TWELVE (12) FOOT WIDE EASEMENT RUNNING IN AN EASTERLY AND WESTERLY DIRECTION THROUGH THAT CERTAIN PROPERTY LOCATED IN THE CITY OF JACKSONVILLE BEACH, FLORIDA, KNOWN AS BLOCK 70, OCEANSIDE PARK SUBDIVISION, ACCORDING TO THE PLAT BOOK THEREOF RECORDED IN PLAT BOOK 8, PAGE 13 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER'S ERRORS, RECORDING AND NON-CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, on December 2, 1996, the Jacksonville Beach City Council adopted Resolution No. 1514-96 setting forth a policy for closing street rights-of-way, easements, and alleys; and

WHEREAS, said Resolution established certain principles to apply to the closing or abandonment of rights-of-way, easements, and alleys; and

WHEREAS, said Resolution states that the City's interest will be retained unless there is an overwhelming public interest that is served, and the rights of abutting property owners will not be impaired; and

WHEREAS, the easement located in a easterly and westerly direction through the middle of Block 70 of the Oceanside Park Subdivision contains no utilities or infrastructure; and

WHEREAS, the easement is no longer needed by the City for any purposes; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose, it is a permissible exercise of the City's powers and authority, and benefits the public health, safety, and welfare of the citizens, residents, and guests of the City of Jacksonville Beach.

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

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The above recitals are true and correct and made a part of this Ordinance. Furthermore, the City Council makes the following legislative findings as such pertains to the requested alley abandonment:

- (a) The subject easement does not provide the sole means of access to adjoining properties;
- (b) The subject easement is not needed by the City for public use nor to meet future infrastructure needs;
- (c) The public interest will be served by the abandonment of the subject easement; and
- (d) The rights of the abutting property owners will not be impaired by the City's abandonment of the subject easement.

SECTION 2. VACATION. Those portions of a certain easement in the Oceanside Park Subdivision in the City of Jacksonville Beach, Florida, and more particularly described below, be and the same are hereby vacated, discontinued, abandoned, as an easement, as if the same had never been dedicated:

1. The eastern 102 feet of a certain twelve (12) foot wide easement running in an easterly and westerly direction through Block 70, Oceanside Park Subdivision as recorded in Plat Book 8, Page 13 of the current public records of Duval County, Florida.

SECTION 3. CONFLICT. That all ordinances or parts of ordinances in conflict herewith are repealed to the extent to such conflict.

SECTION 4. SEVERABILITY. If any section, subsection, clause, or provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this ordinance.

SECTION 5. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

SECTION 6. RECORDING AND NON-CODIFICATION. This Ordinance shall be recorded in the public records of Duval County, Florida. The provisions of this Ordinance shall not be included nor incorporated within the Jacksonville Beach Code of Ordinances.

SECTION 7. EFFECTIVE DATE. This ordinance shall take effect upon its adoption and recordation with the Clerk of Circuit Court, Duval County, Florida.

AUTHENTICATED this ____ day of _____, 2024.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney