



City of Jacksonville Beach

Agenda

11 North Third Street
Jacksonville Beach, Florida

City Council

Monday, November 3, 2025

6:00 PM

Council Chambers

MEMORANDUM TO:

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

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. Special Council Briefing held on October 8, 2025
- B. Council Briefing held on October 13, 2025
- C. Regular City Council Meeting held on October 20, 2025

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A. Approve a Pole Attachment Agreement with IQ Fiber and authorize the Mayor and City Manager to execute the Agreement
- B. Approve a Letter of Understanding with Selectron Technologies, Inc., to expand the scope of work to include an Electric Outage Management System and authorize the City Manager to execute the Letter of Understanding

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER/NEW BUSINESS

- A.
 - 1. Award/Reject RFQ No. 08-2425 Engineering Services for Beaches Energy Services to Chen Moore and Associates, Burns & McDonnell Engineering Company, Inc., GAI Consultants, Inc., and KCI Technologies, Inc.; and
 - 2. Authorize the Mayor and City Manager to negotiate and execute each contract as a result of this RFQ award
- B. Authorize the following elected officials to attend the Florida League of Cities Legislative Conference on December 4-5, 2025:_____.

RESOLUTIONS

- A. Adopt/Deny Resolution No. 2203-2025 amending the Operating Budget of the City of Jacksonville

Beach for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025

B. Adopt/Deny Resolution No. 2200-2025 adopting the 2025 Duval County Local Mitigation Strategy

ORDINANCES

ADJOURNMENT

NOTICE

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

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

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

**Minutes of Special City Council Briefing
Wednesday, October 08, 2025 – 5:00 P.M.
City Hall Council Chambers
11 North 3rd Street, Jacksonville Beach, FL**



The Special Council Briefing began at 5:00 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members: Sandy Golding Bill Horn (absent) Dan Janson
Greg Sutton John Wagner Bruce Wouters

Also present were City Manager Mike Staffopoulos, Deputy City Manager Karen Nelson, Chief Financial Officer Ashlie Gossett, Director of Human Resources Kimberlee Bennett, Payroll and Pension Benefits Administrator Duston Scott.

Purpose of Briefing

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

City Manager

Non-Union Pay Plan

A PowerPoint presentation [on file] was presented to the council.

Deputy City Manager Karen Nelson provided an overview of the City's Positions Classification and Pay Plan.

Evergreen Senior Consultant Stasey Whichel reviewed the goals, process, and findings of the study.

Director of Human Resources Kimberlee Bennett discussed the factors and benefits taken into consideration when reviewing Evergreen's proposed implementation strategies.

Pension Plan Administrator Duston Scott gave an overview of the way pension benefits are currently calculated for both the General Employees' and the Police Officers' plan and discussed the proposed ordinance changes.

A conversation ensued, and City Manager Mike Staffopoulos, Ms. Nelson, Ms. Whichel, Mr. Scott, and Chief Financial Officer Ashlie Gossett answered questions from the Council Members.

The Briefing adjourned at 6:11 P.M.

Submitted by: Monica McDaniel
Operations Support Specialist

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of City Council Briefing
Monday, October 13, 2025 – 5:30 P.M.
City Hall 1st Floor Conference Room
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
	Greg Sutton	John Wagner	Bruce Wouters

Also present were City Manager Mike Staffopoulos, Director of Parks and Recreation Jason Phitides, and City Clerk Molly Alleger.

Purpose of Briefing

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

City Manager

Legislative Season Summary

Erin Ballas, Vice President of Public Affairs Consultants, reviewed a presentation regarding updates to the post-legislative season. Topics discussed include: Senate Bill (SB) 180, hurricane preparedness, utility relocation and utility services, affordable housing, and sovereign immunity. The presentation also reviewed potential upcoming bills and anticipated personnel changes in the State Legislature.

Council Priorities for Legislative Session

The Council discussed strategic priorities with Ms. Ballas to be addressed with the state representatives. The topics included: revenues to the City impacted by State legislation. Also discussed was the impact of property taxes, accessory dwelling units (ADUs) and short-term vacation rentals (STVRs), increased thresholds to sovereign immunity, and enterprise fund transfers.

Urban Trails Corridor Priority

Director of Parks and Recreation Jason Phitides presented the Urban Trails map with corridors ranked by priority based on previous Council discussion. The Council agreed to begin with the corridors identified near Fletcher Middle and High School, as well as San Pablo Elementary School, to increase safety in the neighborhood. The Council requested staff to begin communications with the neighboring properties to make them aware of the coming changes and to get feedback from the community.

Miscellaneous City Manager's Items

City Manager Mike Staffopoulos noted it was almost time for another Council retreat and requested the Council to consider what topics they would like to discuss and let him know. Mr. Staffopoulos also noted the Council would see a draft ordinance from the City Attorney for the food truck pilot program. The Council requested additional follow-up with neighboring restaurants and businesses for their feedback on the food truck pilot program.

Committee Assignment Report

There was discussion on a bill recently introduced to not allow firearms in government buildings.

Mayor Hoffman provided community updates, including the Sea and Sky Show may be impacted by the federal government shutdown, Adventure Landing was officially closed for business, and

a Duval County School Board meeting with all three beaches cities would be held at Fletcher High School on October 23, 2025.

Future Briefing Topics

Mayor Hoffman stated the City Board Interviews had concluded and the Board appointments would be discussed at the November Briefing. She asked the Council to review the eligible candidates in advance of the Briefing.

Mr. Staffopoulos stated a nuisance animal ordinance would also be a topic at an upcoming Briefing.

The Briefing adjourned at 7:44 P.M.

Submitted by: Molly Alleger
City Clerk

Approved:

Christine H. Hoffman, MAYOR

Date: _____

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

Council Member Sutton 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	Bill Horn	Dan Janson
	Greg Sutton	John Wagner	Bruce Wouters

Also present were: City Manager Mike Staffopoulos, Deputy City Manager Karen Nelson, City Attorney David Migut, Chief Financial Officer Ashlie Gossett, Director of Human Resources Kimberlee Bennett, and City Clerk Molly Alleger.

APPROVAL OF MINUTES:

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

- Regular City Council Meeting held on October 6, 2025

APPROVAL OF THE AGENDA

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

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

ANNOUNCEMENTS:

Council Member Golding announced the upcoming joint meeting with Representative Kiyan Michael and Senator Clay Yarborough to discuss the legislative session and noted a joint meeting with the Duval County School Board and Beaches mayors at Fletcher High School on October 23, 2025. She reminded residents of the Police Department's DEA Drug Take Back Day on October 25, 2025, and thanked Parks and Recreation staff Savanna Coker and Alyson for participating in "Take Boo Tuesday", a spin on the communications initiative "Take Two Tuesdays". She invited families to upcoming Halloween events, including Trunk or Treat at the Carver Center on October 25, 2025, and at the Seawalk Pavilion on October 31, 2025, followed by the Moonlight Movie *Beetlejuice Beetlejuice*. She concluded by reporting on the Florida League of Cities (FLC) policy committee meeting, noting discussions on the open carry law, sovereign immunity, and public records exemptions for city clerks.

Council Member Janson reported attending the FLC policy meetings as part of the Development, Code Compliance, and Redevelopment Committee. He noted the top priorities were accessory dwelling units and Community Redevelopment Agencies (CRAs). Council Member Janson also attended the Beaches Veterans Fallen War Heroes Wall unveiling at Veterans Park and commended Mayor Hoffman for her remarks.

Council Member Sutton reported serving on the FLC Intergovernmental Relations, Mobility, and Emergency Management Committee, which will focus on clarifying Senate Bill 180 and municipal election standards. He also attended the Art with a Heart in Healthcare tournament and recognized Mayor Hoffman for serving as emcee.

Council Member Wagner shared the FLC Finance and Taxation Committee's top priority was property tax reform to promote equitable and efficient use of taxpayer funds.

Council Member Horn reported from the FLC Utilities, Public Works, and Natural Resources Committee, highlighting discussions on enterprise fund transfers and extraterritorial service charges while emphasizing the importance of keeping Beaches Energy under local control.

Mayor Hoffman recognized Florida City Government Week and thanked staff for their service. She encouraged participation in the Citizen Information Academy and Citizen Police Academy, provided updates on the upcoming Sea and Sky Air Show, and noted human and pet medications would be accepted at the Drug Take Back event.

COURTESY OF THE FLOOR TO VISITORS:

- Kurtis Loftus, 11473 Oakfield Court #102, Jacksonville, spoke about Deck the Chairs.
- Pete Hoban, 932 1st Street North, Apt 602, Jacksonville Beach, spoke about golf league changes.
- Lloyd Archibald, 127 7th Avenue North, Jacksonville Beach, spoke about golf course tee times.
- John Schifer, 154 Jardin de Mer Place, Jacksonville Beach, spoke about golf course time limits.
- Bob Cummo, 4456 Apple Leaf Drive East, Jacksonville, spoke about golf league changes.
- William Bissonette, 19 Fairway Road, Jacksonville Beach, spoke about golf course bylaws changes.
- Holden Hackbarth, 4515 Hanover Park Drive, Jacksonville, spoke about golf league changes.

The following submitted speaker cards about golf league changes but did not wish to :

- Roger Donnellan, 507 5th Street North, Jacksonville Beach
- Ed Cal, 5110 Otter Creek Drive, Ponte Vedra Beach
- Sean Canty, 4475 Hanover Park Drive, Jacksonville
- John Licansi, 4015 Chicora Wood Place, Jacksonville
- Jim Bremer, 1219 10th Street North, Jacksonville Beach
- Muriel Bremer, 1219 10th Street North, Jacksonville Beach
- Joseph Sawyer Jr., 14209 Waverly Falls Lane East, Jacksonville
- Monte Lorenz, 4300 South Beach Parkway #1303, Jacksonville Beach
- Anthony Nettuno, 1975 1st Street, Jacksonville Beach
- Patrick J. Norris, 817 7th Avenue North, Jacksonville Beach
- Gibby Peace, 707 1st Street South, #501, Jacksonville Beach

CONSENT AGENDA:

Item A Accept the Monthly Financial Reports for the Month of September 2025

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

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

CITY CLERK: None

CITY MANAGER/NEW BUSINESS: None

RESOLUTIONS:

Item A **Adopt/Deny Resolution No. 2198-2025 Amending the Position Classification and Pay Plan for Nonunion Positions**

Deputy City Manager Karen Nelson introduced the item and provided background.

Public Hearing:

The following spoke in opposition to the resolution:

- Joel Holden, 3551 San Pablo Road South, Apt. 2904, Jacksonville

Mayor Hoffman closed the public hearing.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to adopt Resolution No. 2198-2025 Amending the Position Classification and Pay Plan for Nonunion Positions.

Discussion: A discussion ensued about raising the proposed pay increase, Beaches Energy employees, and fiscal responsibility and economic conditions.

Motion to Amend: It was moved by Mr. Sutton, seconded by Mr. Wagner, to amend the motion as follows:

FY2026:

- Adjust pay grades 203-207 by 6%
- Adjust pay grades 333-336 by 1.5%
- Adjust all other pay grades by 3.5%
- Employees who were employed on or before the effective date will receive a 3% increase with the exception of pay grades 203-207, which will receive a 5% increase
- Positions reclassified to a higher pay grade may receive an additional adjustment at the discretion of HR and leadership, not to exceed 2% for one pay grade adjustment, and not to exceed 3% overall for two or more pay grade adjustments
- In all circumstances, reclassified employees will be placed at least at the minimum of the new pay grade, regardless of the salary increase that may equate to

For FY2027:

- Adjust all pay grades by 2% effective October 1st of 2026, with the exception of pay grades 203-207, which would receive a 3.5% increase
- Employees who were employed on or before October 1, 2026 will receive a 1.5% increase, with the exception of pay grades 203-207, which will receive a 2.5% increase

Discussion: A discussion ensued about the proposed amendment, deferring the item, pay grade reclassifications, annual budget, cost of living adjustments, and merit increases.

Motion to Amend the Amendment: It was moved by Mr. Wagner, seconded by Mr. Sutton, to amend the amendment to modify the

proposal to a one-year proposal as submitted making it a 2026 only proposal and that we revert anything that reduced 203-207 back to the original proposal for Beaches Energy.

Discussion: A discussion ensued about Council Member Wagner's amendment, pay grades, pay study, Beaches Energy employees, merit increases, pay grade reclassification, and one-year amendment.

Mr. Wagner clarified his amendment to bring back the original proposals for the impacts to Beaches Energy.

Amend the Amendment Roll Call Vote: Ayes – Golding, Horn, Janson, Sutton, Wagner, and Mayor Hoffman
Nays – Wouters

The motion to amend the motion passed 6-1.

Discussion: A discussion ensued about original motion amendment.

Motion to Amend Original Motion Roll Call Vote: Ayes – Janson, Sutton, Wagner
Nays – Horn, Wouters, Golding, and Mayor Hoffman

The motion to amend failed 4-3.

Discussion: A discussion ensued about original motion amendment.

Motion to Amend: It was moved by Ms. Golding, seconded by Mr. Janson, to amend the original proposal to limit to one-year.

Discussion: None.

Motion to Amend Roll Call Vote: Ayes – Janson, Sutton, Wagner, Wouters, Golding, Horn, and Mayor Hoffman

The motion to amend passed unanimously.

Amended Motion Roll Call Vote: Ayes – Sutton, Wagner, Wouters, Golding, Horn, Janson, and Mayor Hoffman

The amended motion passed unanimously.

ORDINANCES:

Item A **Adopt/Deny Ordinance No. 2025-8228 on the second reading amending the City Code of Ordinances, Chapter 2, Article V, Division 5, Section 2-162 "General Employees' Retirement System"**

Deputy City Manager Karen Nelson introduced the item and provided background.

Mayor Hoffman requested the City Clerk read Ordinance No. 2025-8228 by title only, whereupon Ms. Alleger read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 2, ARTICLE V, DIVISION 5, SECTION 2-162, GENERAL EMPLOYEES’ RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH; PROVIDING FOR THE PURCHASE OF PRIOR GOVERNMENT AND MILITARY CREDITED SERVICE, AN INCREASE TO THE ANNUAL BENEFIT CAP, AND AN INCREASE TO THE INTEREST RATE FOR BACKDROP; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER’S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.”

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

I will now open the public hearing on Ordinance No. 2025-8228.”

Public Hearing:

No one came forth to speak. Mayor Hoffman closed the public hearing.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve Ordinance No. 2025-8228 on the second reading amending the City Code of Ordinances, Chapter 2, Article V, Division 5, Section 2-162 "General Employees' Retirement System."

Discussion: None

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

The motion passed unanimously.

Item B Adopt/Deny Ordinance No. 2025-8229 on the second reading amending City Code of Ordinances, Chapter 2, Article V, Division 6, Section 2-163 "Police Officers' Retirement System"

Deputy City Manager Karen Nelson introduced the item and provided background.

Mayor Hoffman requested the City Clerk read Ordinance No. 2025-8229 by title only, whereupon Ms. Alleger read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 2, ARTICLE V, DIVISION 6, SECTION 2-163, POLICE OFFICERS’ RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH; PROVIDING FOR AN INCREASE TO THE ANNUAL BENEFIT CAP AND AN INCREASE TO THE INTEREST RATE FOR BACKDROP; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER’S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following: "This ordinance is before this Council for a public hearing and consideration on its second reading.

I will now open the public hearing on Ordinance No. 2025-8229."

Public Hearing:

No one came forth to speak. Mayor Hoffman closed the public hearing.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve Ordinance No. 2025-8229 on the first reading amending City Code of Ordinances, Chapter 2, Article V, Division 6, Section 2-163 "Police Officers' Retirement System."

Discussion: None

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

The motion passed unanimously.

ADJOURNMENT:

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

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

There being no further business, the meeting adjourned at 8:12 P.M.

Submitted by: Molly Alleger
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	November 3, 2025
SUBJECT:	Pole Attachment Agreement with IQ Fiber

BACKGROUND

Beaches Energy Services (BES) has received a request from IQ Fiber to attach its communications lines and equipment to BES poles. BES currently maintains joint use Pole Attachment Agreements with Comcast and AT&T/BellSouth.

BES staff has reviewed the request and determined that a joint use Pole Attachment Agreement with IQ Fiber can be accommodated. Staff believes the agreement will enhance competition among communications providers, which will benefit both BES and its customers, while also generating additional revenue for BES and the City of Jacksonville Beach.

Under the proposed agreement, IQ Fiber will pay an annual rate of \$35.00 per pole, with annual adjustments based on the Handy-Whitman Index. This rate structure aligns with prevailing market rates and is consistent with the adjustment method used in the existing Comcast and AT&T/BellSouth agreements.

Staff recommends that the City approve the joint use Pole Attachment Agreement with IQ Fiber and authorize the Mayor and City Manager to execute the agreement.

FINANCIAL IMPACT

Any revenues received will be used to offset the cost of Beaches Energy operations.

REQUESTED ACTION

Approve a Pole Attachment Agreement with IQ Fiber and authorize the Mayor and City Manager to execute the Agreement

ATTACHMENTS

1. Pole Attachment Agreement with IQ Fiber
2. Updated Pole Attachment Rate Survey 2021
3. Second Amendment to Bellsouth Contract and Annual Rate Adjustment Calculation

**POLE ATTACHMENT AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE BEACH, FLORIDA, AND IQ FIBER, LLC**

This Pole Attachment Agreement ("Agreement") between the **City of Jacksonville Beach, Florida**, a municipal corporation with its principal address at 11 Third Street North, Jacksonville Beach, Florida 32250 ("City") and **IQ Fiber, LLC**, a Florida Limited Liability Company with its principal address at 6410 Southpoint Parkway, Suite 300, Jacksonville, Florida 32216 ("IQF")(collectively the "Parties") is entered into on this _____ day of October, 2025 ("Effective Date") and is subject to the following terms and conditions:

BACKGROUND

WHEREAS, the City of Jacksonville Beach, doing business as Beaches Energy Services, owns and maintains utility poles within its service area; and

WHEREAS, IQF furnishes commercial and residential fiber optic internet services in portions of Northeast Florida ("Service Area") and maintains service cables, wires, and associated attachments throughout the Service Area which it would like to attach to utility poles owned and maintained by the City; and

WHEREAS, the Parties desire to enter into an Agreement governing IQF's attachments to the City's utility poles.

NOW THEREFORE, the Parties covenant and agree as follows:

1. **New Attachments.** From and after the Effective Date of this Agreement, IQF's attachments to the City's utility poles shall be governed by the terms of this Agreement.

2. **Grant.** Subject to the terms and conditions herein, the City grants IQF the right to attach and maintain its attachments for the provision of commercial and residential fiber optic internet services.

3. **Access.**

a. IQF may not make an attachment to any utility pole until IQF requests and receives permission from the City. IQF shall request such permission on the form set forth on Attachment A hereto. The City shall grant or deny such permission to IQF within 30 calendar days from receipt of a request. The City may deny a request for access to make an attachment to a pole where there is insufficient present or future area or capacity and for reasons of safety, reliability, and generally applicable engineering purposes. No permission granted to IQF to make an attachment to a pole shall constitute a guarantee or representation by the City that adequate area exists on such pole for an attachment. Each approval shall be for the use of a one-foot vertical area as designated by the City on each pole. For the purposes of this Agreement, "attachment(s)" is defined as each individual IQF facility, including service drops, attached to the City's utility poles.

b. Provided that IQF complies with the terms of this Agreement, each approved attachment hereunder shall continue in effect as provided herein.

4. **Safety Compliance.** All work performed by IQF in connection with its attachments to the City's poles shall comply with the National Electric Safety Code ("NESC") and other laws,

regulations, and policies. IQF shall use only workers who are properly qualified in terms of training and expertise to perform all attachment work.

5. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of 10 years thereafter ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew on a year-to-year basis unless either party provides written notice of its intent not to renew the Agreement at least 90 calendar days prior to the then current expiration date. In the event one of the parties provides such written notice, the Agreement will terminate at the end of the then current term.

6. **Make-ready Work.** For attachment requests approved by the City, IQF shall be responsible for all expenses and make-ready work, including, but not limited to the pole change-outs that are necessary to accommodate IQF's attachment in a manner compliant with the NESC and other applicable safety codes, laws, regulations, and policies. Prior to commencing any make-ready work, IQF will notify the City in sufficient time to allow notice to be provided to other attaching third parties on any applicable poles. If any other party with attachments to the poles, excluding the City, elects to add attachments, modify attachments, or correct safety violations, IQF shall perform the requested work subject to payment of a proportionate share of the cost by the requesting party. When performing make-ready work for IQF's attachments, all transfers of other parties' attachments including the City's attachments but excluding those parties requesting IQF to perform work on their behalf, shall be made at IQF's expense. IQF also shall provide the City with written notice that all make-ready work has been completed for each individual attachment within 30 calendar days after completion of said work.

7. **Attachments.** IQF shall be responsible for the installation, maintenance, and removal of any IQF attachments to the City's poles.

8. **Attachment Fee.** IQF shall pay the City \$35.00 per year per each attachment made to poles under this Agreement. Beginning on January 1, 2026, and on each subsequent January 1, the parties agree to adjust the annual attachment fee by applying the Handy Whitman Index to the current annual fee. The City shall provide IQF not less than 60 calendar days prior written notice of all such adjustments.

The total annual fee shall be based upon the number of attachments as of the last day of December each year. For purposes of annual attachment fees, IQF shall not be required to pay an additional attachment fee where, after following the procedures set forth under Section 3, IQF wraps additional cable or wire around and parallel to its existing cable or wire. In accordance with the foregoing, the City shall invoice IQF on or before January 31 of the following year and payment shall be due within 30 calendar days from the date of the invoice.

9. **Audits.** The City shall be entitled to conduct a full and complete audit of IQF's attachments to the City's poles, and IQF and the City shall equally share the cost of the audits. The City shall provide IQF with at least 60 calendar days advance notice of any such audit, and IQF may elect to have a representative accompany the City's audit personnel.

10. **Unauthorized Attachments.** Upon the City's discovery of unauthorized attachments, IQF shall pay the City a retroactive fee for the unauthorized attachment(s). the retroactive fee shall be calculated by multiplying the number of years since the Effective Date of this Agreement, the most recent pole attachment audit, or five years, whichever is less, by the applicable then current annual fee.

11. **Insurance.** IQF shall carry Comprehensive General Liability Insurance and Automobile Liability Insurance, including Contractual Liability Insurance, to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury, or damage. The amounts of such insurance against liability for damage to property shall be \$300,000 for any one occurrence and against liability for injury or death shall be \$1,000,000 for any one person, and \$3,000,000 for any one occurrence. IQF shall also carry such insurance as will protect it from all claims under any Workers' Compensation laws that may be applicable to IQF. All insurance required by this Agreement shall remain in effect and force for the entire term and any renewal periods of this Agreement and the company or companies issuing such insurance must be in good standing and licensed to do business in the State of Florida. IQF shall furnish the City with completed Certificates of Insurance by each insurance company insuring IQF for all liabilities of IQF under this Agreement and agrees that it will not cancel or change any policy of insurance issued to IQF except after 10 business days written notice to the City.

IQF shall be solely liable for all damages and injuries suffered by its employees from any cause whatsoever while working on or about the City's poles.

12. **Indemnification.** IQF shall indemnify and hold harmless the City, its affiliates and representatives, agents, officers, and employees of each of them, from and against any and all loss, damage, or liability resulting from demands, claims, suits, or actions of any character arising from any act or omission of IQF and its officers, employees, agents, contractors, and affiliates that arise from or relate to IQF's rights or obligations under this Agreement.

13. **Force Majeure.** Neither the City nor IQF shall be liable for any delay, failure in performance, loss, or damage due to force majeure conditions including, but not limited to, fire, explosion, power failures, pest damage, lightning, power surges, strikes or labor disputes, water damage, acts of God, the elements, war, civil disturbance, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation, fuel or energy shortages, performance or availability of communication services or network facilities, or other causes beyond the control of the City or IQF.

14. **Assignment.** IQF may not assign this Agreement, in part or in whole, without the prior express written consent of the City, provided that such consent shall not be unreasonably withheld.

15. **City's Limitation of Liability.** THE CITY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS, SAVINGS, OR REVENUES OF ANY KIND. IQF FURTHER ACKNOWLEDGES AND AGREES THAT THE CITY'S LIABILITY FOR DAMAGES TO PROPERTY, BODILY INJURY, OR DEATH TO ANY PERSON AS REGARDS IQF, SHALL BE LIMITED TO ACTS AND OMISSIONS ARISING FROM THE CITY'S NEGLIGENCE. IT IS FURTHER AGREED THAT ANY CLAIM BROUGHT AGAINST THE CITY SHALL BE SUBJECT TO AND COVERED BY THE INSURANCE POLICY IQF ACQUIRES PURSUANT TO ITS CONTRACTUAL OBLIGATIONS UNDER THIS AGREEMENT.

16. **Attachment Removals.** If this Agreement is terminated without a replacement Agreement, IQF shall remove its attachments from the City's poles no later than 60 calendar days following the termination date.

If IQF's attachments are not removed within the 60 calendar days following the termination date, the City shall have the right, at its sole discretion, to disconnect and remove the attachments from the poles in any manner the City deems appropriate, and IQF shall thereafter reimburse the City for the actual cost of disconnecting and removing the attachments. The City shall not have any liability to IQF or any third parties for disconnecting and removing the attachments.

17. **Pole Removal and Facility Adjustments.** When the City elects to make adjustments to existing facilities on a pole or remove an existing pole that has one or more IQF attachments, the City shall provide IQF with a written notice of the adjustments or removals. IQF shall have 30 calendar days from the date of the written notice to adjust or remove its attachments from the pole. If IQF does not adjust or remove its attachments within the 30-calendar day period, the City shall have the right to adjust or remove the attachments in any manner it deems appropriate and IQF shall thereafter reimburse the City for the actual cost of adjusting or removing IQF's attachments.

18. **Severability.** If any provision of this Agreement is found to be illegal or otherwise invalid, then the validity of the remaining provisions shall not be impaired. The parties shall attempt to replace such invalid provision with a valid provision having substantially the same commercial effect as such invalid provision and the replacement provision shall be deemed effective retroactively to the Effective Date of this Agreement.

19. **Jurisdiction.** Any breach of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

20. **Notice.** Notices regarding the attachment, maintenance, or removal of IQF'S attachments may be sent electronically in such format and form as may be reasonably required by the City. Invoices for payment may be sent by regular mail. All other notices under this Agreement must be given in writing by certified mail, return receipt requested, and mailed with sufficient postage pre-paid to the party to be given such notice or by a reputable overnight delivery service. Notices shall be sent to the following addresses:

Notice to the City of Jacksonville Beach shall be addressed to:

City of Jacksonville Beach
Attn: Electric Utility Director
1460 Shetter Avenue
Jacksonville Beach, FL 32250

Notice to IQF shall be addressed to:

IQ Fiber, LLC
Attn: Richard Fallon, Vice President of OSP and Engineering
6410 Southpoint Parkway, Suite 300
Jacksonville, FL 32216

Each party may update its notice information.

21. **Modification of Agreement.** This Agreement may only be modified in writing by authorized representatives of the Parties.

22. **Waiver.** Failure by the City to enforce any term or terms of this Agreement shall not constitute a waiver of future compliance with any such term or terms.

23. **Entire Agreement.** This is the entire Agreement between the City and IQF with respect to pole attachment rights and supersedes all prior agreements, proposals, communications, and understandings between the City and IQF.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year first written above.

CITY OF JACKSONVILLE BEACH, FLORIDA

Christine Hoffman, Mayor

Michael Staffopoulos, City Manager

ATTEST:

Approved as to form and legal sufficiency:

Molly Alleger, City Clerk

David Migut, City Attorney

Date Signed

IQ FIBER, LLC

(AFFIX CORPORATE SEAL)

Print Name

Title

ATTEST:

Print Name

Title

Date Signed

ATTACHMENT A

APPLICATION FOR POLE ATTACHMENT

Date: _____

In accordance with the Pole Attachment Agreement dated _____, application is hereby made by IQ Fiber, LLC, to make attachments to the pole location(s) described below:

IQ FIBER, LLC

By: _____

Title: _____

☐ Attachment is GRANTED.

☐ Attachment is DENIED for the following reasons:

CITY OF JACKSONVILLE BEACH, FLORIDA

By: _____

Title: _____

Date: _____

Utility	Small Cell/5G attachments (specify entity)	Small Cell/5G Rate	Rate assumes a per attachment/per pole, annual rate (specify if otherwise)	Notes	Non-5G Attachment/Entity	Rate	Per Pole/Per Attachment (all rates annually unless otherwise specified)	Notes	Installing fiber on own or leasing to someone else
Beaches Energy					Telecom Companies - AT&T	\$26.19	Per Pole		
					Cable providers - Comcast	\$30.79	Per Pole		
City of Bartow					Comcast	\$12.00	Per attachment		Bartow installs fiber for city customers
					Frontier	\$8.00	Per attachment		
City of Blountstown	n/a	n/a	n/a	as of 2/1/2021		\$10.43	per attachment		
City of Bushnell	Mobilitie; original executed Oct. 2017, with amendment Nov. 2019; original agreement had a 10 year term limit that would renew 4 times for a period of 5 years.	\$270.00 \$250.00	Per attachment/per pole - City Per attachment/per pole - 3rd party	2/10: agreements in shared folder	Bright House & Century Link & AT&T	\$17.04	per attachment		
City of Chattahoochee	n/a	n/a	n/a	2/1: The City of Chattahoochee does not have S	Bright House/Spectrum	\$9.00	Per pole		
City of Green Cove Springs	n/a	n/a	n/a	as of 2/1	AT&T, Comcast, VeroFiber	\$17	per pole		
Town of Havana					Mediacom and AT&T	\$9.00	per pole		No fiber inquiries
City of Homestead	Small cell, Crown Castle, 2012	Distribution \$150 & \$102.42 Single strand cables Transmission \$150 & \$102.42 Single Strand Cables	Rental per site. Lowest of 3% or CPI annual increase to the rental rate.	2/1: This is collocation (make ready) fee depending on the work involved. There are also additional \$ depending on the wireless attachment and location	AT&T/Comcast	18.63	per pole per year		
City of Lake Worth Beach	Crown Castle/Small Cell	\$1,378.00	Per pole, annually (as of 9/30/20	Feb info; City of Lake Worth Beach has been working with Palm Beach County to provide free attachments and electric power to the County's project to extent wi-fi service to underserved areas that may overlap our electric utility service territory. Our City's contribution has an annual market value of ~\$300,000 if we were to charge the County our standard attachment rates, which we have waived in this case.	Comcast AT&T CLWB on ATT-owned pole	\$16.50 \$16.50 20.68	per pole - annually per pole - annually per pole - annually	Rate as of 12/31/2020 Rate provided per 2019 agreement	The City of Lake Worth is not currently sub-leasing any City owned/instsalled fiber or conduits.
City of Leesburg					Comcast/Century link	\$11.57	per attachment		The companies installing fiber in Leesburg are placing it underground. The City just sold the city owned fiber to Summit.
City of Mount Dora	NA	NA	NA	2/1: new rates effective this year for Mount Dora	Comcast Century link Leesburg Fiber	\$9.90 \$14.79 \$12.54	Per pole Per pole Per pole		
City of Newberry					AT&T Cox Communications Gainesville Regional Utilities	\$23.69 \$23.50 \$23.50	per pole per pole per pole	Per agreement, increases annually by index	

Utility	Small Cell/5G attachments (specify entity)	Small Cell/5G Rate	Rate assumes a per attachment/per pole, annual rate (specify if otherwise)	Notes	Non-5G Attachment/Entity	Rate	Per Pole/Per Attachment (all rates annually unless otherwise specified)	Notes	Installing fiber on own or leasing to someone else
City of Ocala Electric Utility	Mobilitie, LLC; March 6, 2018 – Approved by City Council (Agenda Item ID: 11918) – Initially, 12 sites requested and expected build out would be 70 sites.; 5-year term with auto 5-year renewal after 5 years	\$1,268.43	per cell site	2/1: Upon completion of cell site contract, as of 2/1/2021, OEU has not been contacted by Mobilitie for any installation permits.	Cox Comm, Tower Cloud Century Link, OpticalTel Bright House/ Spectrum	\$24.81	per attachment	As of January 13, 2021 (i.e. CPI release) Note: this applies for both small 5G Cell and Pole attachments	
City of Quincy					Comcast	\$8.00	Per pole		
City of Starke	Mobilitie	\$1,236	Annual	as of 2/1 **For two small cell locations (amount is for both combined)	Comcast, CenturyLink and AT&T	\$10.73	Per Pole/year		??
City of Tallahassee	Small (previous version)			as of 2/1: Consultant's rate recommendations under review We are looking to set this at \$200 per attachment with annual CPI adjustment.	Cable (previous version)	\$14.18	Per attachment	Currently being recalculated and converted to per pole rate moving to \$20.30 per year per attachment with CPI	
	Joint Use (new agreement): Vertical Attachment Horizontal Attachment Wireless Small Cell Attachment AT&T - 1/28/2021 Campus Communication – 12/30/2020 Crown Castle – 2/03/2020 Metro Fibernet – 8/10/2020 Hargray – 1/28/2021	Rates: -\$200 per attach, per year 5G Antennas (vertical) - \$20 horizontal attachment, per attach, per year	Per attachment, per year.	Existing agreements are being negotiated with the new terms. Also includes electric service estimated at fixed kwh per month determined by certified consumption data, provided by attacher.	Conduit (previous version)	\$2.38	per linear foot	Currently being recalculated Moving to \$3.50 per linear foot with CPI annual adjustment. Existing agreements are being negotiated with the new terms.	
					Dark Fiber (new agreement)	\$50.00 per Leased Fiber,	Lease Payment rates will be billed on a quarterly basis.	Existing agreements are being negotiated with the new terms.	
City of Wauchula	n/a	n/a	n/a	as of 2/1	Comcast	\$16.20	per attachment		
City of Winter Park					Spectrum and CenturyLink	\$19.00	per pole	\$19.00/pole	
Fort Pierce Utilities Authority				2/1: We are currently in the final stages of developing new rates. Once these are completed we will begin the daunting process of negotiating with AT&T and Comcast. We are also completing new contract terms and attachment requirements. This should also include a procedure for 5G and any other type of antenna attachment.	Comcast	\$7.18	per attachment		
					AT&T	\$22.15	per pole	joint attachment	
Gainesville	Crown Castle; 5/28/2020; 10 years	\$515.00	Annual - per pole	as of 2/1	AT&T				
					AT&T Attached to GRU distribution class poles	\$27.67	per pole	GRU uses the Consumer Price Index (CPI) as a multiplier each year to adjust the	
					GRU attached to AT&T poles	\$35.08	per pole		

Utility	Small Cell/5G attachments (specify entity)	Small Cell/5G Rate	Rate assumes a per attachment/per pole, annual rate (specify if otherwise)	Notes	Non-5G Attachment/Entity	Rate	Per Pole/Per Attachment (all rates annually unless otherwise specified)	Notes	Installing fiber on own or leasing to someone else
					Cox Communications				
					Distribution class poles	\$23.11	per pole		
					GRUCom				
					Transmission class poles	\$100.66	per pole		
					Distribution Class Poles	\$17.75	per pole		
					Street Light Class Poles	\$23.11	per pole		
					Shands				
					Distribution Class Poles	\$47.36	per pole		
					Street Light Class Poles	\$47.36	per pole		
JEA	Small Cell; JEA has agreements with all the Carriers and 2 or 3 Infrastructure Providers (Mobilitie, Extenet, Uniti Fiber); JEA amended our Wireless Master Lease Agreement in 2015 with Small Cell rates and small terms/conditions. A future Amendment is likely as JEA has not adjusted to “cost based” fees after the 9th Circuit Court of Appeals ruling; End - Master Agreement was extended as we have amended Terms/Conditions; 2022.	\$1342 (fee may be adjusted based upon 9th Circuit Court of Appeals ruling, may go to \$375)	per pole/per year	as of 2/1: There is a \$250 application fee. There are also additional \$ depending on the wireless attachment and if pole replacements. (The application fee is being reviewed to ensure that JEA recovers expenses in reviewing the small cell requests may go to \$1,000 per pole).	ILEC / CLECs	\$25.00	per attachment	Small Cells are governed under JEA's Wireless Agreement. Pole Attachments are governed under the JEA standard Pole Attchmt Agreement.	JEA allows a Company that has a Pole Attachment Agreement with JEA to install its fiber with the use of a contractor. Fiber installation by others is treated as a horizontal attachment and is in the communication zone of the pole. With respect to Small Cell co-locations, JEA is doing the installation for a charge with mark up. Rules around small cell installations in Duval County are being developed by the City of Jacksonville.
Keys Energy	Small Cell Wireless Verizon Wireless, July 24, 2020; 10-year term, automatically extended for successive 5 year renewal Hotwire Communications, April 10, 2019; 10-year term, automatically extended for successive 5 year renewal	Hotwire: \$150 per linear foot per site (distribution); \$300 per linear foot per site (transmission); Verizon: sliding fee based on per foot of usable space from \$99 to \$238	Hotwire: \$150 per linear foot per site (distribution); \$300 per linear foot per site (transmission); Verizon: sliding fee based on per foot of usable space from \$99 to \$238	as of 2/1 - adjusted yearly per CPI	AT&T/Comcast	\$28.50	for Wood poles ATT is attached	ATT and Comcast contracts have expired and are being renegotiated	
						\$38.41	for storm hardened concrete and ductile iron poles ATT is attached to		
						\$45.11	for wood poles KEYS is attached to		
						\$28.18	for wood poles Comcast is attached to		

Utility	Small Cell/5G attachments (specify entity)	Small Cell/5G Rate	Rate assumes a per attachment/per pole, annual rate (specify if otherwise)	Notes	Non-5G Attachment/Entity	Rate	Per Pole/Per Attachment (all rates annually unless otherwise specified)	Notes	Installing fiber on own or leasing to someone else
						\$37.97	for storm hardened concrete and ductile iron poles ATT is attached to		
Kissimmee Utility Authority	Small Cell/Telecom	\$600-\$1500	per attachment	as of 2/1: There is a one time fee depending on the number of attachments being requested. Typically billed once every fiscal year for each location. Varies according to contract. Yearly rate per pole is with a CPI-U adjustment per year.	General/Telecom	\$13.25-\$19.55	per attachment	Typically billed once every fiscal year for each location. Varies according to contract as each attacher has a separate contract and pricing reflects the different contractual periods.	KUA owns and maintains it's own fiber network. Other attachments of fiber/telecom are billed as the general attachment charge noted.
	Crown Castle/NextG; 4/14/2009; 7 year with 7 year autorenewal	\$600.00		field attachments installed: Yes – 24 Locations					
	Southern Light; 5/16/2019; 7 year with 7 year autorenewal	\$1,500.00		field attachments installed - no					
	Zayo Group; 2/12/2020; 7 year with 7 year autorenewal	\$1,500.00		field attachments installed - no					
	AT&T Mobility; agreement pending	\$744.00		**No response once year rate was negotiated. **agreement pending; field attachments installed - no					
Lakeland Electric	None	\$225 for utility poles; \$205 for light poles.	Per pole/year	as of 2/1; wireless agreement is final draft form; although we are exempt from State pole attachment law, we've tried to align with F.S. 337.401 as much as possible and of course adhere to the FCC regulations on this topic, including the Federal “shot clock”.	hard wire (CATV, phone, fiber)	\$20.70	Per pole/year		Lakeland Electric has fiber, and would consider leasing some of its dark fiber. We currently have a company who has requested to install their own fiber on our poles. We will allow the companies to install their hard wired cable and conduit on to our poles per the ordinance. We treat all hard wired companies the same in accordance to the ordinance.
Orlando Utilities Commission	Small Cell Crown Castle (2021) just renewed Mobilite (2017) Zayo (2021) getting signatures; 5 year terms	\$1,200.00	per node	as of 2/1	General	e contract. Median	per wireline attachment	fiber, cable, phone	We do not install the fiber ourselves. This is done by the carrier or the carrier's contractor.
Utilities Commission, City of New Smyrna Beach	none at this time			as of 2/1	AT&T	\$33.25	per pole/year	New Rate as of 1/1/2021	No fiber inquiries
					BHN, Century Link, Time Warner, Crown Castle	\$33.25	per attachment/year	New Rate as of 1/1/2021	No fiber inquiries



ELEVEN NORTH THIRD STREET • JACKSONVILLE BEACH, FLORIDA 32250

December 7, 2004

Mr. R.E. Christian, Jr.
State Manager – Joint Use/Right of Way
BellSouth
301 W. Bay Street, 15HH1
Jacksonville, FL 32202

Subject: Second Amendment to Joint Use Agreement

Dear Mr. Christian:

I have enclosed a fully executed copy of the Second Amendment to the 1949 Joint Use Agreement between BellSouth and the City of Jacksonville Beach, Florida. The City Council approved the Second Amendment during the December 6, 2004, meeting.

Thanks for your help with this process. Look forward to seeing you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Quick", is written over a small rectangular box.

Gary Quick
Director of Electric Utility and Procurement

Attachment

GQ/tl

**SECOND AMENDMENT TO
JOINT POLE USE AGREEMENT
BETWEEN BELLSOUTH AND
CITY OF JACKSONVILLE BEACH, FLORIDA**

This Amendment, dated this 6 day of December, 2004, by and between BELLSOUTH TELECOMMUNICATIONS, INC., d/b/a BELLSOUTH, and the CITY OF JACKSONVILLE BEACH, FLORIDA (the "CITY")

W I T N E S S E T H:

WHEREAS, BELLSOUTH and the CITY entered into an Agreement on January 1, 1949, for joint use of utility poles when and where joint use shall be of mutual advantage (the "Agreement"); and

WHEREAS, BELLSOUTH and the CITY first amended Article X of the Agreement on January 1, 1994; and

WHEREAS, pursuant to Article XI of the Agreement, BELLSOUTH and the CITY desire to again revise the rate to be charged for excess pole attachments.

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

1. Article X, Adjustment Payment, is hereby amended to read as follows:

The parties contemplate that the use of or reservation of space on poles by each party, as licensee of the other under this Agreement, shall be reciprocal and mutual insofar as this may be practicable.

In the event the number of poles occupied by one of the parties as Licensee under the Agreement or specifically reserved for Licensee's use, during any one year, shall exceed the number of poles occupied by the other party or specifically reserved for

such party's use during such year, then such party having the excess as Licensee shall pay to the other party an adjustment payment as follows:

<u>Adjustment Payment Periods</u>	<u>Adjustment Payments</u>
January 1, 2004 through December 31, 2004	\$12.79/pole
January 1, 2005 through December 31, 2005	\$13.79/pole
January 1, 2006 through December 31, 2006	\$14.79/pole
January 1, 2007 through December 31, 2007	\$15.79/pole
January 1, 2008 through December 31, 2008	\$16.79/pole
January 1, 2009 through December 31, 2009	\$17.79/pole

On January 1, 2010, and on each subsequent January 1st thereafter, the annual adjustment payments for each attachment shall be increased by applying the then current Handy/Whitman Index to the then current payment.

Within ten (10) calendar days after the first day of January next ensuing after the date of this Agreement, and within ten (10) calendar days after the first day of January each year thereafter, during the time this Agreement shall be in effect, the party owning the larger number of jointly used poles as of said first day of January, shall submit a written statement to the other party giving the correct number of poles that comprise the excess. Poles shall not be included in such written statement where their use by the other party consists only in attaching guys thereto.

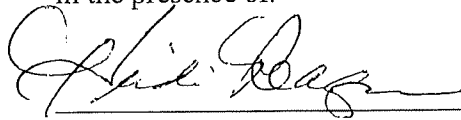
Within ten (10) calendar days after the receipt of such written statement, the party occupying the larger number of jointly used poles as Licensee, unless such party disputes the amount of such statement within five (5) calendar days from the receipt thereof, shall pay over to the other party the adjustment payment provided for in this Article, based on the amount of the excess number of poles as shown in a written statement received by it.

Payment of all other amounts, provision for which is made in this Agreement, shall be made within ten (10) calendar days after the receipt of a written statement.

2. The effective date of this Amendment is January 1, 2004.
3. All other terms and conditions of the January 1, 1949, Agreement shall remain in full force and effect.

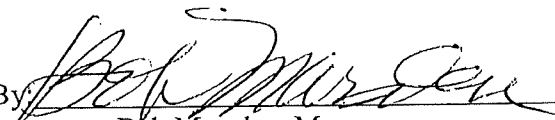
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers, as of the day, month, and year above first written.

Signed, sealed, and delivered
in the presence of:

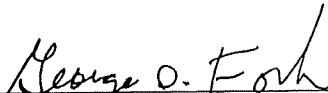


City Clerk

CITY OF JACKSONVILLE BEACH

By: 

Bob Marsden, Mayor

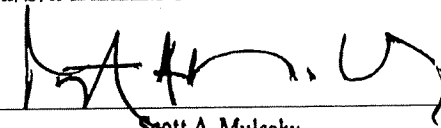
By: 

George D. Forbes, City Manager

Approved as to form:

City Attorney

**BELLSOUTH TELECOMMUNICATIONS,
INC., d/b/a BELLSOUTH**

By: 

Scott A. Mulcahy
Sr. Network Vice President - FL



Approved as to form:

ATTEST:

Counsel

12/7/04

General Information Memo to File

At this time, we (City) will calculate the change (increase or decrease) in the annual Handy Whitman Index using the "total values" shown for "Electric Distribution Plant." See attached schedule for example shown below. We will use the most recent Handy Whitman Index Date for calculating the next (subsequent) billing for BellSouth and Comcast. Therefore, we will use the "July Index" each year to project the change (increase or decrease) in the annual Pole Attachment Rates for BellSouth and Comcast for the subsequent year (12 months).

Work Papers

- ✧ Example only of calculation for change in Handy Whitman Index.
- ✧ Example only for billing a change in Pole Attachment Rate if on January 1, 2005 for BellSouth or Comcast.

Handy Whitman Index (See Schedule Attached)

Total Distribution Plant Index July 1, 2003	4,718
Total Distribution Plant Index July 1, 2004	<u>5,108</u>

Change in Total Index Points	+ <u>390</u>
------------------------------	--------------

$390 \div 4,718 = \underline{8.2662\%}$ Increase to be applied to Attachment Rate for 2005.

Example: If current year 2004 rate is \$5.00/Pole/Year then the new 2005 rate (to be billed to BellSouth and Comcast) would be calculated as follows:

$$(\$5.00)(1.082662) = \underline{\$5.41/\text{pole/year}}$$

(Year 2005 New Rate)

E-2		COST TRENDS OF ELECTRIC UTILITY CONSTRUCTION																
		SOUTH ATLANTIC REGION (1973=100)																
		COST INDEX NUMBERS																
		1990 2000 2001 2002 2003 2004																
		1912 1913 1914 Jan. 1 Jul. 1 Jan. 1 Jul. 1 Jan. 1 Jul. 1 Jan. 1 Jul. 1 Jan. 1 Jul. 1 Jan. 1 Jul. 1																
Line	CONSTRUCTION AND EQUIPMENT	FERC	1912	1913	1914	Jan. 1	Jul. 1	Jan. 1	Jul. 1	Jan. 1	Jul. 1	Jan. 1	Jul. 1	Jan. 1	Jul. 1	Jan. 1	Jul. 1	COST MULTIPLIER Jan. '04 v. Jan Difference Divide
1	Total Plant-All Steam Generation		10	10	9	279	282	342	354	360	362	367	372	376	378	384	401	2.14
2	Total Plant-All Steam & Nuclear Gen.		-	-	-	279	282	341	353	359	361	366	371	375	375	383	400	2.14
3	Total Plant-All Steam & Hydro Gen.		-	-	-	277	280	339	350	356	358	363	368	372	372	381	397	2.44
4																		
5	Steam Production Plant																	
6	Total Steam Production Plant		8	9	9	293	294	372	386	391	392	397	404	412	410	420	431	1.94
7	Structures & Improvements-Indoor	311	-	-	-	237	235	293	308	313	310	318	326	326	323	338	354	3.74
8	Structures & Improvements-Semi-Out	311	-	-	-	250	245	305	308	311	315	318	322	318	319	352	360	10.74
9	Boiler Plant Equipment-Coal Fired	312	8	8	8	310	314	391	409	414	419	423	430	433	429	434	450	0.24
10	Boiler Plant Equipment-Gas Fired	312	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
11	Boiler Plant Piping Installed	314	10	10	10	271	270	312	322	329	330	335	334	340	337	344	358	1.24
12	Turbogenerator Units	314	9	9	9	290	289	375	386	392	382	390	397	419	420	425	428	1.44
13	Accessory Electrical Equipment	315	13	13	13	290	294	383	404	420	423	434	450	454	453	465	475	2.44
14	Misc. Power Plant Equipment	316	-	-	-	304	307	401	415	421	424	428	433	436	432	444	459	1.84
15																		
16	Nuclear Production Plant		-	-	-	275	277	345	355	361	363	366	373	378	379	387	400	2.44
17	Total Nuclear Production Plant		-	-	-	250	252	316	325	329	337	334	343	342	342	354	367	3.94
18	Structures & Improvements	321	-	-	-	282	283	339	348	352	354	358	362	364	367	370	388	1.64
19	Reactor Plant Equipment	322	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
20																		
21	Hydro Production Plant		-	-	-	255	253	311	315	318	318	321	322	322	325	339	343	5.34
22	Total Hydraulic Production Plant		-	-	-	237	235	293	308	313	318	318	326	326	323	338	354	3.74
23	Structures & Improvements	331	-	-	-	234	238	288	289	291	295	296	298	295	298	316	322	7.14
24	Reservoirs, Dams & Waterways	332	-	-	-	323	303	306	386	391	377	387	381	387	393	401	383	3.64
25	Water Wheels, Turbines & Generator	333	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
26																		
27	Other Production Plant		-	-	-	328	329	390	416	425	396	401	412	416	419	413	421	-0.74
28	Total Other Production Plant		-	-	-	281	279	338	347	351	354	355	361	363	364	369	395	1.74
29	Fuel Holders, Producers & Accessory	342	-	-	-	346	347	407	391	400	400	413	424	430	433	421	427	-2.14
30	Gas Turbogenerators	344	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
31																		
32	Transmission Plant		11	11	10	275	284	341	360	365	370	374	373	373	372	384	410	2.94
33	Total Transmission Plant		15	15	15	278	291	360	381	386	391	395	397	397	394	400	441	0.84
34	Station Equipment	353	6	6	6	281	282	372	376	385	392	398	398	398	398	409	413	9.74
35	Towers & Fixtures	354	7	8	8	257	257	322	324	330	333	339	342	340	341	371	380	3.34
36	Poles & Fixtures	355	6	6	6	281	282	372	376	385	392	398	398	398	398	409	413	1.94
37	Overhead Conductors & Devices	356	14	14	13	297	316	326	366	372	375	379	369	370	370	377	336	7.14
38	Underground Conduit	357	8	6	6	245	243	275	277	284	284	291	304	296	295	317	336	1.44
39	Underground Conductors & Devices	358	12	11	10	320	345	423	425	439	410	423	429	432	433	430	486	
40																		
41	Distribution Plant		11	12	11	259	263	299	304	311	313	319	322	324	326	332	354	2.54
42	Total Distribution Plant		16	16	16	285	308	359	360	364	364	367	355	357	355	362	432	1.44
43	Station Equipment	362	6	6	6	259	259	339	342	349	351	358	367	364	368	374	383	2.74
44	Poles, Towers & Fixtures	364	11	11	10	284	292	336	361	371	373	382	381	386	388	397	414	2.84
45	Overhead Conductors & Devices	365	11	11	10	284	292	336	361	371	373	382	381	386	388	397	414	6.94
46	Underground Conduit	366	7	8	8	246	241	278	278	287	287	293	312	303	300	324	327	1.34
47	Underground Conductors & Devices	367	12	12	11	256	253	295	300	311	296	301	303	303	305	307	324	-1.74
48	Line Transformers	368	42	42	42	226	223	218	218	222	227	232	232	236	241	232	251	8.94
49	Pad Mounted Transformers	369	11	11	10	249	250	284	287	296	294	302	299	304	304	314	322	3.34
50	Services-Overhead	369	9	10	10	210	225	216	223	227	222	225	232	232	233	237	238	14.04
51	Services-Underground	370	31	31	31	186	181	192	193	207	222	244	256	265	265	302	302	1.44
52	Meters Installed	373	-	-	-	278	282	376	378	387	391	398	414	434	437	440	446	2.24
53	Street Lighting-Overhead	373	-	-	-	293	296	388	392	399	399	406	409	411	417	420	426	2.34
54	Hand Arms & Luminaires Installed	373	-	-	-	278	280	372	374	384	387	395	417	440	443	450	454	
55	Street Lighting-Underground	373	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

4,718
5,188
+ 390
VARIANCE

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director Beaches Energy Services
DATE:	November 3, 2025
SUBJECT:	Letter of Understanding with Selectron Technologies, Inc.

BACKGROUND

The City currently uses Selectron Technologies, Inc., to provide its automated phone answering system. To improve customer service and strengthen outage response, Beaches Energy Services has collaborated with Selectron to add a new feature that will allow customers to report electric outages directly through the phone system. Once in place, this feature will automatically transmit outage reports to the Electric Outage Management System (OMS), ensuring timely and accurate tracking of service interruptions and supporting more reliable outage predictions.

To implement this enhancement, a Letter of Understanding with Selectron Technologies, Inc., has been prepared. The agreement defines the scope of work and confirms Selectron's integration with the existing OMS platform. Approval of this item will authorize the City to proceed with the project, offering customers an additional, convenient method to report outages while reducing the call volume handled by System Operators during major events, enabling them to concentrate on outage communication and restoration.

FINANCIAL IMPACT

This item was approved in the 2025-2029 CIP by City Council with sufficient funds available to pay for five years of service, which aligns with the current contract with the City.

REQUESTED ACTION

Approve a Letter of Understanding with Selectron Technologies, Inc., to expand the scope of work to include an Electric Outage Management System and authorize the City Manager to execute the Letter of Understanding

ATTACHMENTS

1. Letter of Understanding - Add On Relay Outage Management

September 4, 2025

Jacksonville Beach-Beaches Energy Services
Attn: Matthew Seeley
11 North 3rd Street
Jacksonville Beach, FL 32250

Dear Mr. Seeley:

This letter is intended to be a letter of understanding between the City and Selectron Technologies, Inc., regarding the Scope of Work and for the implementation of your Selectron system.

As accepted by the City below, this will constitute acceptance of the items within this letter, the enclosed Statement of Work and the terms and conditions currently in effect in the Master Services and Hosting Agreement for the purchase of the Selectron Solution. If there is a conflict with a term within these documents, the order of precedence will be:

- Letter of Understanding
- Scope of Work starting on page 2 of this letter
- Statement of Work starting on page 6 of this letter
- Master Services and Hosting Agreement executed on May 13, 2024.

If you have any questions or concerns, please do not hesitate to contact us at your earliest convenience.

Sincerely,



Todd A. Johnston
President and CEO

Accepted By: _____

Authorized Representative

Date Accepted: _____

City of Jacksonville Beach - Beaches Energy

Relay IVR - Outage Management Application

Professional Services

Description	Qty	Unit Price	Total
Relay IVR Platform Setup - Outage Management Application			
Project Management	60	\$225.00	\$13,500.00
System Configuration	40	\$225.00	\$9,000.00
QA Testing and Training	20	\$225.00	\$4,500.00
Database Integration - Schneider Electric			
Development Resources	108	\$225.00	\$24,300.00
PROFESSIONAL SERVICES TOTAL			\$51,300.00

Annual Hosted Platform and Application Fees

Description	Qty	Unit Price	Total
Relay IVR Platform - Outage Management Application	1	\$22,000.00	\$22,000.00
Integration Support			
Application Hosting			
Annual Inbound Calls & Transfers	80,000	\$0.25	\$20,000.00
ANNUAL FEES TOTAL			\$42,000.00

Overage Rate: \$0.30

Five-Year Cost Summary

1-Year Commitment Pricing					
	Year 1	Year 2	Year 3	Year 4	Year 5
PROFESSIONAL SERVICES	\$51,300.00				
ANNUAL FEES TOTAL	\$42,000.00	\$43,100.00	\$44,255.00	\$45,467.75	\$46,741.14
TOTAL - 1-Year Commitment	\$93,300.00	\$43,100.00	\$44,255.00	\$45,467.75	\$46,741.14

3-Year Commitment Pricing					
	Year 1	Year 2	Year 3	Year 4	Year 5
PROFESSIONAL SERVICES	\$41,040.00				
ANNUAL FEES TOTAL	\$37,600.00	\$38,480.00	\$39,404.00	\$40,374.20	\$41,392.91
TOTAL - 3-Year Commitment	\$78,640.00	\$38,480.00	\$39,404.00	\$40,374.20	\$41,392.91

5-Year Commitment Pricing					
	Year 1	Year 2	Year 3	Year 4	Year 5
PROFESSIONAL SERVICES	\$33,345.00				
Second Department Discount	-\$7,020.00				
ANNUAL FEES TOTAL	\$34,300.00	\$34,729.00	\$35,170.87	\$35,626.00	\$36,094.78
Second Department Discount	-\$7,800.00	-\$8,034.00	-\$8,275.02	-\$8,523.27	-\$8,778.97
TOTAL - 5-Year Commitment	\$52,825.00	\$26,695.00	\$26,895.85	\$27,102.73	\$27,315.81

Cost Analysis

Commitment	Monthly Average	Annual Average	5-Year Total	5-Year Savings
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Cost Summary

1-Year Commitment	\$4,547.73	\$54,572.78	\$272,863.89	
3-Year Commitment	\$3,971.52	\$47,658.22	\$238,291.11	\$34,572.78
5-Year Commitment	\$2,680.57	\$32,166.88	\$160,834.38	\$112,029.50

Per Account Cost Summary*

1-Year Commitment	\$0.13	\$1.52	\$7.58	
3-Year Commitment	\$0.11	\$1.32	\$6.62	
5-Year Commitment	\$0.07	\$0.89	\$4.47	

*Client provided estimate of 36,000 accounts

PRICING & PAYMENT INFORMATION

The contract period begins upon execution. Customer may prepay the full five-year term upon execution of contract at a net 2% discount. Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor. Pricing above is based on the use of Selectron Technologies standard agreement. All other agreements requiring legal review require a minimum \$9,500 additional fee.

*Optional-Agreement may be prepaid. If customer opts to pre-pay for all five years of service upon contract execution, an additional discount of 2% will apply.

PROFESSIONAL SERVICES PAYMENT SCHEDULE

45%	Invoiced at time of execution of contracts
55%	Invoiced upon system available for initial user acceptance testing

TRAVEL FEE PAYMENT SCHEDULE

100%	If travel is identified in the above detail or later requested, all travel and related fees are scheduled in advance including travel days and will be invoiced upon completion. Total travel is invoiced at then current hourly rates, currently \$225.00 per person per hour, plus actual travel expenses.
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ANNUAL FEES, BUNDLES, AND SUPPORT

100%	Invoiced at time of execution of contracts. Recurring fees are invoiced 45 days prior to renewal.
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In the event the customer terminates agreement prior to the end of the commitment term, 100% of all remaining unpaid fees for the term become immediately due.

CHANGE ORDERS INCLUDING TIME AND MATERIAL RATES

- All service work and/or deliverables not listed, defined, or provided as optional deliverables in this document are considered outside of the scope of this project effort. Out of scope services will be invoiced at Selectron's then current Time and Material rate, currently \$225.00 per hour.
- If the out of scope services require a formal change order, the Company and Customer will mutually agree in writing, which will include a scope of work, timeline for delivery, Company and Customer responsibilities and the price terms and conditions. Upon acceptance by Customer and issuance of required purchasing documentation, all Change Orders shall be governed by the terms and conditions of this Agreement, no other terms or conditions shall apply. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan.
- If Customer requires additional documentation, services to prepare this documentation will be invoiced at Selectron's then current Time and Material rate, currently \$225.00 per hour, 4-hour minimum.

TAXES

Sales Tax or any other applicable taxes are **not included** in any of the pricing in this agreement. All applicable taxes will be invoiced, collected and remitted in accordance with state and local tax laws.

PAYMENT TERMS

Terms are net 30 days from date of invoice. Past due invoices are subject to a 1.5% per month late fee. All presented pricing is in US Dollars.

VENDOR INFORMATION

Selectron Technologies, Inc.
13535 SW 72nd Avenue, Suite 200
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052



Statement of Work

Jacksonville Beach, FL

Relay

Outage Management

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1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Jacksonville Beach, FL (Jacksonville Beach or Customer). The features, functionality, and services are provided through Selectron Technologies' Relay communication platform (Relay).

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	08/12/2025

2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of Jacksonville Beach's Schneider Electric application database(s) to provide the given data to Relay.

2.1. The Relay Platform

Selectron's Relay platform powers the Customer's solution. Relay is a multi-channel, multi-department platform that connects Customers, government agencies, and utilities. Relay channels include interactive voice response (IVR), web, outbound, and interactive texting capabilities, all on a single platform.

The following sections detail the functionality that will be implemented for the Customer. Additional channels, applications, and integrations that are not specified in this SOW are not included but may be able to be added to the system under a supplemental statement of work.

2.1.1. Application Channel

The Customer's solution includes the following channels:

- IVR

2.1.2. IVR Channel – Outage Management

The IVR Channel provides callers with an Interactive Voice Response (IVR) system for accessing outage information.

The IVR identifies the caller's number and pulls from the application database to determine any outages associated with the account. If the phone number is not recognized, the IVR prompts the caller to enter an account or phone number associated with the account. If an outage is identified, the IVR will provide details of the outage to the caller. If no outage is identified with that account, the IVR will ask if the caller needs to report an outage.

The functionality of the IVR will include the following:

- Automated Account Lookup via Phone Number
- Outage status updates
- Ability for caller to report an outage

IVR service requires a local-to-customer phone number. Selectron can either use an existing number provided by the Customer, or obtain and provide a number if needed.

IVR Services are provided by the Call. A Call is defined as a successfully completed connection. A Call can be up to 4 minutes in length, with each additional 4-minute period counted as an additional Call. Actions such as transfers that result in multiple connected circuits are counted on a per-circuit basis. They are measured for the duration of the connection, including the time after a transfer occurs.

3. System Integration

Relay requires varying integration levels with other database components depending on the implemented features. These are described in the following sections.

3.1. Application Database Interfaces

Selectron is anticipated to integrate with the Customer's backend application database. All data-based interactivity on the solution is reliant upon data being available, appropriate access granted to Selectron, and access via the application vendor APIs.

During the implementation phase, the project will be impacted if necessary data is unavailable via the included APIs. This may affect the implementation timeframe and may limit certain functionality depending on the data that is available and potentially result in additional professional service fees.

4. Deployment Model

This implementation of Relay will be deployed in Selectron's Relay Managed Services environment. Relay Managed Services is a hosted application environment, located in Selectron's hosting facility. Selectron's hosting facility is a co-located data center featuring keyed entry and individual server locks for security. Selectron owns all hardware with a Managed Services solution and is responsible for security, monitoring, ongoing maintenance, and proactive support.

4.1. Hosted IVR Access

For optimal user experience and telecom usage, it is recommended that callers access the hosted IVR by dialing directly into the hosted solution using a local 10-digit number, which Selectron will provide. If the Customer elects to have calls routed through their phone system first before connecting to the IVR, two customer telecom channels may be tied up during the duration of the entire call, and callers may experience a decrease in call quality.

5. Administrative Tasks

This section details administrative tasks that can be performed to manage Relay. All system administration for Relay is handled through the Relay administrative tool. During the implementation process, the Customer's administrator will be provided with user credentials for the

Relay administrative tool. The administrator can create additional users as needed. Permissions can be assigned per user; permissions govern the functionality available to a given user.

The Relay administrative tool provides administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings. It is supported on modern, high-use web browsers, such as Chrome, Firefox, Microsoft Edge, and Safari.

5.1. Administrative Tools

The Customer's solution is equipped with an online administrative platform, allowing for the easy tracking of daily activity and statistics.

Activity

- Call Activity – Tracks and reports call activity with a line graph
- IVR Usage – Display call statistics, including peak (concurrent) call activity

Support System

- System Status– Tracks the status of the system through Ping and Database displays
- Today – Displays date, holiday, office hours, and greeting information

5.2. Run System Reports

Administrators will be able to run system reports via the Relay administrative tool.

5.2.1. Reports Center

Running / Saving Reports - Depending on your permissions, the Reports Center has many system, activity, and usage reports that you can run. Saving a Report - To save a report (including how you have set the filters), click the desired file type you want to download, either PDF or Excel. The administrative tool will automatically generate the file and allow you to download it.

The solution will also be equipped to provide the following reporting functions:

5.2.1.1 Activity Reports

- Call Activity Report - This report provides a graph of different activity types performed by callers on the IVR over a relative span of time (hour over hour, day over day, month over month, and more).
- Call Activity Detail Report - Use this report to find a specific call or group of calls. Search by date/time, the caller's phone number, or other identifying information to find calls of interest.
- Call Statistics Report—This report provides aggregate facts and statistics about calls to the IVR, including average call lengths, longest calls, and whether or not callers completed actions.
- IVR Usage Report - This report provides data on peak (concurrent) calls and average calls, hour by hour, over a selected date range.

- Multiple Calls Report—This report provides insight into how many times incoming phone numbers have called the IVR within a specified time range.
- System Status Report—View a log of system events, including reboots and changes in the system's overall status or health.

6. Responsibilities

6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

6.1.2. Provide Documentation

The Project Manager provides the Customer with the documents to help facilitate the service implementation process. Some or all of these may be provided depending on the scope of the project.

- Implementation Questionnaire—This questionnaire gathers critical information needed to set up and initiate the service. This includes information on the toll-free numbers, call volume, APIs, account information.
- Remote Access Questionnaire—This questionnaire details the information that Selectron Technologies needs to remotely access the Customer's network and application database prior to system initiation, allowing for complete system testing.
- Implementation Timetable— This timetable details the project schedule and all project milestones.
- Quality Assurance Test Plan— This plan assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form— indicates that the Customer has verified service functionality.

6.1.3. Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- IVR call flow design

Software development can begin once these design elements are completed and approved by the Customer.

6.1.4. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points before initiation, ensuring system functionality. This includes data read from and written to the application database and the ability for callers to access live data successfully.

6.1.5. Provide Administrative Training

Selectron will provide remote training for the Relay solution.

6.1.6. Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. The information displayed includes the following:

- IVR phone number(s)
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Similarly, any changes to the marketing materials after final delivery are billed on a time and materials basis.

6.1.7. Interface Upgrades

After service initiation, the Customer's database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any of the Customer's application databases (or other application database software) may require professional services outside the scope of this service.

6.2. Jacksonville Beach, FL

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

6.2.1. Return Questionnaires and Information

Selectron Technologies' Project Manager provides the Customer with an implementation questionnaire. The implementation questionnaire must be returned before developing the call flow design and the implementation timetable.

6.2.2. Provide Customer Specific Information

In conjunction with the Implementation Questionnaire, the following information should be supplied to Selectron Technologies to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Other outage-related information

6.2.3. Approve Channel Configuration

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- IVR call flow design

Once the channel design(s) have been approved, software development begins.

6.2.4. Provide Remote Network Access to Application Database(s)

To fully test the interactive solution, Selectron Technologies requires access to the Customer's application database(s) before installation. The Customer will help facilitate communication between Selectron and the database vendor.

6.2.5. Provide System Access

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could disrupt service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application Database, the payment gateway, or the network are modified. The Customer is responsible for providing Selectron with appropriate application database and payment gateway network access as defined in the System Integration section.

6.2.6. Confirm Service Functionality

The Customer has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period, the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period. Failure to complete acceptance testing within the 30-day period will constitute acceptance.

6.2.7. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgment to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system or C) allow access to protected data.

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	November 3, 2025
SUBJECT:	RFQ No. 08-2425 Engineering Services for Beaches Energy Services

BACKGROUND

Beaches Energy Services (BES) regularly requires engineering support for construction projects, technical reviews, and engineering studies. The City of Jacksonville Beach (City) currently holds Engineering Services Contracts with three consulting firms, which will expire on December 21, 2025.

To ensure continuity of services, in June 2025, the City's Purchasing Division issued [Request for Qualifications \(RFQ\) No. 08-2425 for Engineering Services for BES](#). Seven firms submitted responses. A Selection Committee, comprised of City and BES staff, reviewed, scored, and ranked the submittals. Based on the evaluations, the Committee recommends negotiating contracts with the top four ranked firms: Chen Moore and Associates, Burns & McDonnell Engineering Company, Inc., GAI Consultants, Inc., and KCI Technologies, Inc.

Staff recommends that the City proceed with negotiations with these four firms, beginning with the highest-ranked, and authorize the Mayor and City Manager to execute contracts resulting from the negotiations. Each contract term will be for five years and the proposed Contract is attached.

FINANCIAL IMPACT

Funds for Engineering Support Services are included in the Beaches Energy Services Capital Improvement Projects and Operation and Maintenance budgets.

REQUESTED ACTION

1. Award/Reject RFQ No. 08-2425 Engineering Services for Beaches Energy Services to Chen Moore and Associates, Burns & McDonnell Engineering Company, Inc., GAI Consultants, Inc., and KCI Technologies, Inc.; and
2. Authorize the Mayor and City Manager to negotiate and execute each contract as a result of this RFQ award

ATTACHMENTS

1. RFQ No. 08-2425 Intent to Negotiate Notification
2. Proposed Contract for Engineering Services RFQ 08-2425

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

NOTICE OF INTENT TO NEGOTIATE SATISFACTORY CONTRACTS

Date: September 2, 2025

From: Luis F. Flores, Property and Procurement Officer

RE: **RFQ No. 08-2425 Engineering Services for Beaches Energy Services**

Recommendation will be presented to the City Council for approval and award:

RFQ Number: 08-2425

Title: Engineering Services for Beaches Energy Services

Negotiate with: ***Chen Moore and Associates, Burns & McDonnell Engineering Company, Inc., GAI Consultants, Inc. and KCI Technologies, Inc.***

Attached is the Final Selection Committee Collective Summary.

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

The City reserves the right to cancel this RFQ, reject any and all responses, and/or to re-advertise the same or a revised solicitation. The City reserves the right to further negotiate any proposal, including price, with the highest rated respondents. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

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

We would like to thank each respondent for their submittal.

Luis F. Flores

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

City of
Jacksonville Beach
Property and
Procurement Division
1460A Shetter Avenue
Jacksonville Beach
FL 32250
Phone: 904.247.6229
Email: purchasing@jaxbchfl.net
www.jacksonvillebeach.org



1 Project Team Qualifications (40 Points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Burns & McDonnell Engineering Company, Inc.	35	40	38	37.66666667
Chen Moore and Associates	40	40	37	39
GAI Consultants, Inc.	35	40	38	37.66666667
KCI Technologies, Inc.	35	39	38	37.33333333
Lineworks Engineering, LLC	35	35	38	36
QTIB Engineers, LLC	35	35	34	34.66666667
Quanta Technology, LLC	35	40	37	37.33333333

2 Experience and Capability (40 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Burns & McDonnell Engineering Company, Inc.	35	40	39	38
Chen Moore and Associates	40	40	38	39.33333333
GAI Consultants, Inc.	35	40	37	37.33333333
KCI Technologies, Inc.	35	39	37	37
Lineworks Engineering, LLC	35	35	37	35.66666667
QTIB Engineers, LLC	35	35	37	35.66666667
Quanta Technology, LLC	35	40	37	37.33333333

3 References (10 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Burns & McDonnell Engineering Company, Inc.	8	10	9	9
Chen Moore and Associates	10	10	9	9.66666667
GAI Consultants, Inc.	8	10	8	8.66666667
KCI Technologies, Inc.	8	10	7	8.33333333
Lineworks Engineering, LLC	8	10	6	8
QTIB Engineers, LLC	8	10	6	8
Quanta Technology, LLC	8	10	8	8.66666667

4 Location of Firm (10 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Burns & McDonnell Engineering Company, Inc.	5	9	8	7.33333333
Chen Moore and Associates	10	10	9	9.66666667
GAI Consultants, Inc.	5	10	8	7.66666667
KCI Technologies, Inc.	5	10	8	7.66666667
Lineworks Engineering, LLC	4	8	7	6.33333333
QTIB Engineers, LLC	5	9	8	7.33333333
Quanta Technology, LLC	1	5	6	4

VENDOR	SCORE	Rank
Burns & McDonnell Engineering Company, Inc.	92	2*
Chen Moore and Associates	97.66666667	1*
GAI Consultants, Inc.	91.33333333	3*
KCI Technologies, Inc.	90.33333333	4*
Lineworks Engineering, LLC	86	6
QTIB Engineers, LLC	85.66666667	7
Quanta Technology, LLC	87.33333333	5

* Top four (4) firms selected for negotiations

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR BEACHES ENERGY SERVICES (RFQ 08-2425)**

ENGINEER: _____

Effective Date: _____, 2025

Term: 5 years

End Date: _____, 2030

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into on _____, 2025, 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 ("CITY"), and _____ ("ENGINEER"):

WITNESSETH:

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

Article 1. Scope of Engineering Services

ENGINEER shall provide engineering support services to the CITY as specified or indicated in the CONTRACT DOCUMENTS as defined in Article 23 below, which includes the RFQ No. 08-2425, all Addenda, and ENGINEER's response to the RFQ, and/or on projects as designated by BES. The Work is generally described as follows:

**RFQ No. 08-2425 Engineering Services for Beaches Energy Services
for a period of five years from the effective date of this Agreement.**

All services shall be performed in accordance with and pursuant to a purchase order or task order which will be issued to ENGINEER 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 ENGINEER access to all areas in which services are to be performed.

Article 3. Terms of Agreement

This Agreement shall be effective from the date of City Council action, _____, 2025, and will continue in effect through five years ending on _____, 2030.

Article 4. Nonexclusive Contract

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with ENGINEER. 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. Payment to ENGINEER

ENGINEER agrees to provide services as described in the CONTRACT DOCUMENTS and **RFQ No. 08-2425** and to comply with the terms therein.

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR BEACHES ENERGY SERVICES (RFQ 08-2425)**

ENGINEER: _____

Effective Date: _____, 2025

Term: 5 years

End Date: _____, 2030

-
- 5.1 *For Basic Services:* The CITY shall pay ENGINEER for Contractual Services performed or furnished under **Attachment A: RFQ No. 08-2425 Engineering Services for Beaches Energy Services**. The professional fees billing rates shall be in accordance with ENGINEER's Standard Rate Schedule, which may be revised at the end of each year. The ENGINEER shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the ENGINEER or its sub-consultants, or both.
- 5.2 *For Additional Services:* Notwithstanding the scope of work enumerated in **Attachment A: RFQ No. 08-2425 Engineering Services for Beaches Energy Services**, ENGINEER will, upon written request from the CITY, provide any and all other additional services normally falling within the services offered by ENGINEER. In advance of performance of additional services, the CITY and ENGINEER shall agree in writing to the additional services and negotiated price, consistent with the type of services requested.
- 5.3 *Reimbursable Expenses:* In addition to payments provided for in Sections 5.1 and 5.2, the CITY shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER as provided in ENGINEER's Standard Rate Schedule.

Expenses for all work and services performed as provided within this Agreement will be estimated in advance and submitted to the CITY for approval prior to performance. Furthermore, any expenses above the initial estimated expenses must be approved in advance by the CITY.

Custom photography and stock photograph expenses must be approved by the CITY, and must be billed on a project-basis.

All cash discounts received by ENGINEER from third-party suppliers will be credited to the CITY.

Payment for printed material shall be due 30 calendar days from date of invoicing.

In advance of performance of additional services, the CITY and ENGINEER shall agree in writing to the additional services and negotiated price, consistent with the type of services requested and confirmed as acceptable by the CITY.

- 5.4 *Invoices.*
- A. *Preparation of Invoices:* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices, as deemed acceptable to the CITY Finance Department, and will be submitted to the CITY by ENGINEER, 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 30 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

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FOR BEACHES ENERGY SERVICES (RFQ 08-2425)**

ENGINEER: _____

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paid.

- 5.5 *Payment Upon Termination:* In the event of termination, ENGINEER will be entitled to be paid for all services performed or furnished through the effective date of termination.
- 5.6 *Records of ENGINEER's cost:* Records of ENGINEER's cost pertinent to ENGINEER'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 ENGINEER to the CITY, at no cost to the CITY.

Article 6. Opinions of Cost

ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's professional experience and represent ENGINEER's best judgment as an experienced and qualified professional engineer. ENGINEER does not guarantee that proposals, bids, or actual Construction Costs will not vary from ENGINEER's cost estimates or that actual schedules will not vary from ENGINEER's projected schedules.

Article 7. Times for Rendering Services

- 7.1 ENGINEER'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, ENGINEER'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.
- 7.2 For purposes of this Agreement, the term "day" means a calendar day of 24 hours.

Article 8. Standards of Performance

- 8.1 The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. 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 ENGINEER's failure to meet such standards, and the CITY has notified ENGINEER in writing of any such error within 30 calendar days after discovery thereof within said warranty period, ENGINEER 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.
- 8.2 ENGINEER 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. ENGINEER shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in information furnished by the CITY.

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- 8.3 ENGINEER shall perform or furnish professional engineering and related services in all phases of a project under this Agreement. ENGINEER shall serve as the CITY's prime professional for the project. ENGINEER may, however, employ sub-consultants as necessary to assist ENGINEER in the performance or furnishing of services, provided the sub-consultant is approved in advance in writing by the CITY. ENGINEER shall be solely responsible for the quality of work produced by sub-consultants.
- 8.4 ENGINEER 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. 08-2425 Engineering Services for Beaches Energy Services**. Changes to these requirements after the Effective Date may be the basis for modifications to ENGINEER's scope of work, times of performance, or compensation. The ENGINEER shall maintain all necessary licenses, permits or other authorizations necessary to act as ENGINEER for the CITY until the ENGINEER's duties have been fully satisfied.
- 8.5 The CITY shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the CITY to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data and other information in performing or furnishing services under this Agreement.
- 8.6 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 ENGINEER.
- 8.7 ENGINEER shall not be responsible for the acts or omissions of any of the CITY's agents, employees, or other persons, except ENGINEER's own employees.
- 8.8 ENGINEER shall be responsible for the safety of its own employees at all times during the performance of the services. ENGINEER shall not, however, have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs in connection with the construction work performed by the CITY's construction contractors. ENGINEER shall not be responsible for the adequacy or completeness of any construction contractor's safety programs, procedures, or precautions, and ENGINEER shall not have the authority to stop work.

Article 9. ENGINEER as Independent Contractor

It is expressly agreed and understood that ENGINEER 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 ENGINEER, but the method to be employed to accomplish the WORK shall be the responsibility of ENGINEER.

Article 10. Design Without Construction Phase Services

In the event the CITY provides construction phase services with either the CITY's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase.

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Article 11. Ownership and Use of Documents

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

Article 12. Subcontracting

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

Article 13. Authorized Project Representatives

Contemporaneous with the execution of each Work Authorization, ENGINEER and the CITY shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of the CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the work on behalf of each respective party.

Article 14. Right to Require Performance

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

Article 15. Extraordinary Occurrences

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

Article 16. Insurance

16.1 *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 ENGINEER's negligence, recklessness, or intentionally wrongful conduct.

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ENGINEER: _____

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-
- 16.2 *Defense fees and costs on behalf of the CITY.* ENGINEER agrees to pay on behalf of the CITY, the CITY's legal defense fees and costs, for all third-party claims and actions filed against the CITY arising from or relating to any scope of work or services performed by t ENGINEER as 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
- 16.3 *Loss Control/Safety.* Precaution shall be exercised at all times by ENGINEER for the protection of all persons, employees, and property. ENGINEER 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.
- 16.4 *Proof of Carriage of Insurance & Naming CITY as Additional Insured.* ENGINEER shall furnish the CITY with satisfactory proof of carriage of insurance required herein in the form of a certificate of insurance. ENGINEER shall name the City of Jacksonville Beach as additional insured on ENGINEER's, and any sub-consultant's or subcontractor's General Liability, Property, and Business Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by ENGINEER or its sub-consultants or subcontractors. The proof of carriage 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. ENGINEER acknowledges that such stoppage will not shift responsibility for any damages from ENGINEER to the CITY. The CITY may order work to be stopped if the required insurances are not secured and in effect.

16.5 *Insurance Requirements.*

- A. Basic Coverage's Required. During the term of this Agreement, ENGINEER 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 ENGINEER. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect ENGINEER's interests or liabilities, but are merely minimums.

- B. Workers' Compensation Coverage is required for ENGINEER and all sub-consultants.

ENGINEER and all sub-consultants shall purchase and maintain worker's compensation insurance for all workers compensation obligations imposed by state law with employers' liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

ENGINEER and all sub-consultants shall also purchase any other coverage's required by law for the benefit of employees.

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C. General Liability Coverage is required for ENGINEER 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.

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 ENGINEER and all sub-consultants.

Amount: \$1,000,000 Aggregate

E. Business Auto Liability Coverage is required for ENGINEER and all Sub-consultants.

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

Amounts: \$1,000,000 per claim/aggregate

G. 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 coverage.

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

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H. 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 Agreement.

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 calendar days prior to coverage renewals.

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

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

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

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

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

Article 17. Termination

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

- 17.1 *For cause.* By either the CITY or ENGINEER upon 30 days written notice 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.

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- 17.2 *For convenience.* By the CITY, effective upon the delivery of written notice to ENGINEER. The CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

Article 18. Indemnification and Hold Harmless

- 18.1 *General Indemnity.* To the fullest extent permitted by law, ENGINEER 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 engineers, architects, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, agents, engineers, employees, and ENGINEER's consultants, agents, and engineers in the performance and furnishing of ENGINEER'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 considered to be the CITY's exclusive remedy.
- 18.2 *Copyright and Intellectual Property Rights.* At ENGINEER's expense as described herein, ENGINEER shall indemnify, defend and hold CITY and its affiliates and their respective directors, officers, employees, and engineers 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 ENGINEER agrees to in settlement of such claim. ENGINEER 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 ENGINEER prompt written notice of such claim; and (ii) allow ENGINEER to control, and fully co-operate with the CITY in the defense and all related negotiations. ENGINEER's obligation under this Section is conditional upon the CITY's agreement that, if the professional services become, or in ENGINEER's opinion (as stated in writing to the CITY by ENGINEER) is likely to become the subject of an infringement claim, then the CITY shall permit ENGINEER, at ENGINEER'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. ENGINEER 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 ENGINEER; (iii) custom programming for which ENGINEER does not develop the specifications or where the code at issue is supplied by the CITY. This subsection states ENGINEER's entire obligation regarding intellectual property right infringement.

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- 18.3 *Waiver of Consequential Damages.* In no event and under no circumstances shall ENGINEER 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.
- 18.4 *Limitation of Liability.* ENGINEER'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 ENGINEER for the services performed under that specific task order out of which the damages arose; or ii) \$1,000,000.

Article 19. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the Agent for Service of Process 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 20. Survival

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

Article 21. 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 ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 22. 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.

Article 23. Contract Documents

The CONTRACT DOCUMENTS which comprise the entire Agreement between the CITY and ENGINEER consist of the following, which are made a part thereof:

This Agreement for Professional Engineering Services, including ENGINEER's Standard Rate Schedule incorporated herein by reference.

Attachment A: RFQ No. 08-2425 Engineering Services for Beaches Energy Services in total.

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Attachment B: Bid Proposal Packet submitted by ENGINEER in response to Attachment A: RFQ No. 08-2425 Engineering Services for Beaches Energy Services.

Article 24. 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. 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 thirty (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 25. Materials and Services

The professional fees for ENGINEER's services are set forth on the "Fee Schedule" as contained in ENGINEER's submitted proposal and made part hereof.

Expenses for all work and services performed as provided within this Agreement will be estimated in advance and submitted to the CITY for approval prior to performance. Furthermore, any expenses above the initial estimated expenses must be approved in advance by the CITY.

Custom photography and stock photograph expenses must be approved by the CITY, and must be billed on a project-basis.

All cash discounts received by the ENGINEER from third-party suppliers will be credited to the CITY.

Payment for printed material shall be due 30 calendar days from date of invoicing.

Article 26. Ownership of Materials

All completed material created or produced by ENGINEER and accepted by the CITY shall become the property of the CITY upon receipt by ENGINEER of payment in full for the services rendered by ENGINEER.

Article 27. Miscellaneous Charges

ENGINEER shall not charge the CITY for telephone charges, ordinary copying charges, ordinary postage, or other minor expenses.

Article 28. General Terms

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

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It is agreed that all materials and information furnished to ENGINEER by the CITY or to the CITY by ENGINEER 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 29. Complete Agreement

This Agreement constitutes the entire and complete agreement between the CITY and ENGINEER 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 30. Maintenance of Records and Right to Audit

30.1 ENGINEER 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 ten 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 ten years following the final payment or termination of this Agreement. If an auditor employed by the CITY determines that monies paid to ENGINEER 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.

30.2 *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, and all other agreements, sources of information and matters that may in the CITY's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (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. The CITY may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the

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distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and ENGINEER's representatives. All records shall be kept for ten (10) years after Final Completion.

B. PUBLIC RECORDS LAW CHAPTER 119 FLORIDA STATUTES

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENGINEER'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) 247-6299, EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET.

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

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

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Article 31. 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, ENGINEER 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, ENGINEER further represents that there has been no determination, based on an audit, that it or any sub-consultant 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 ENGINEER has been placed on the convicted vendor list.

Article 32. Limitations of Liability and Agreed Remedies

Waiver of Certain Damages. Whether or not advised of the possibility of such damage or cost, whether or not such damage or cost was or could be reasonably foreseeable, and regardless of the cause or theory asserted, CITY and ENGINEER mutually waive and release all rights, claims, and recovery for consequential, incidental, indirect, special, punitive, and/or exemplary damages, costs, and liabilities (including without limitation, any damages resulting from loss of use, sales, revenue, income, profit, financing, future business, productivity, delay, rent and reputation, hold over, diminution of value, and other speculative damages) of every kind and type resulting from this Agreement, Services, and the construction of the Project. The parties intend for this waiver to have the broadest possible application.

Limitation of Liability. ENGINEER's maximum aggregate liability to CITY for any and all claims, liabilities, damages, losses, costs and judgments and the like arising out of this Agreement, the Services, and the construction of the Project is absolutely limited to the amount of fee actually paid to ENGINEER for the Project giving rise to the claims, liabilities, damages, losses, costs and judgments against ENGINEER. Nothing herein shall constitute a waiver of the limitations, protections, and rights enjoyed by the City or by the District under Section 768.28, Florida Statutes.

PURSUANT TO SECTION 558.0035, F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF DESIGNER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED.

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IN WITNESS WHEREOF, this Agreement was made and entered into as of the last signature date shown below and has an Effective Date of _____, **2025** (Article 3).

CITY OF JACKSONVILLE BEACH, FLORIDA

Christine Hoffman, Mayor

Michael Staffopoulos, City Manager

ATTEST:

Approved as to form and legal sufficiency:

Molly Alleger, City Clerk

David Migut, City Attorney

Date Signed

ENGINEER: NAME OF ENGINEER

(CORPORATE SEAL)

Print Name

Title

Date Signed

ATTEST:

Print Name

Title

Date Signed

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FOR BEACHES ENERGY SERVICES (RFQ 08-2425)**

ENGINEER: _____

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AGENT FOR SERVICE OF PROCESS

CITY OF JACKSONVILLE BEACH, FL:

ENGINEER:

Address for Giving Notices:

Address for Giving Notices:

City of Jacksonville Beach

Beaches Energy Services

1460A Shetter Avenue

Jacksonville Beach, Florida 32250

Designated Representative:

Designated Representative:

Name: Allen Putnam

Name: _____

Title: Director of Beaches Energy Services

Title: _____

Phone Number: (904) 247-6241

Phone Number: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Lauren Loria, Assistant to the City Manager
DATE:	November 3, 2025
SUBJECT:	Mayor and City Council Authorization for Travel and Training for the 2025 FLC Legislative Conference

BACKGROUND

The intent of this item is to authorize the elected officials to fund travel and training opportunities and determine at this time which officials will be in attendance.

The 2025 Legislative Conference will be held December 4-5, 2025 at the Renaissance Orlando at SeaWorld. The annual Legislative Conference brings city leaders together to discuss and learn about important issues, finalize and adopt FLC's legislative priorities, and share ideas and strategies for collaborating with state legislators.

FINANCIAL IMPACT

The cost of the Legislative Conference includes a \$325 registration fee and hotel accommodations. The FY26 Travel and Training budget for City Council has sufficient funds to cover the cost of this opportunity.

REQUESTED ACTION

Authorize the following elected officials to attend the Florida League of Cities Legislative Conference on December 4-5, 2025:_____.

ATTACHMENTS

1. FLC Legislative Conference Schedule 2025

Schedule of Events

Thursday Friday

Thursday – December 4, 2025

Time	Details
7:30 a.m.	Coffee Service
7:30 a.m. – 5:00 p.m.	Registration Desk Open
8:30 a.m. – 9:15 a.m.	Advocacy Committee Meeting
9:20 a.m. – 10:20 a.m.	Workshop
10:30 a.m. – 12:15 p.m.	Legislative Policy Committee Meetings Development, Code Compliance, and Redevelopment Finance and Taxation Intergovernmental Relations, Mobility, and Emergency Management Municipal Operations Utilities, Natural Resources, and Public Works
12:30 p.m. – 1:45 p.m.	Keynote Luncheon
2:00 p.m. – 3:00 p.m.	Workshop
3:15 p.m. – 4:15 p.m.	Workshop
4:00 p.m. – 5:15 p.m.	Florida League of Cities Board of Directors Meeting
4:30 p.m. – 5:30 p.m.	Connect, Collaborate, and Caffeinate: Speed Networking for Elected Officials and Staff This fast-paced, fun event is a great opportunity to meet, greet, and swap ideas and information with other city officials!
6:00 p.m. – 7:00 p.m.	Networking Event

Friday – December 5, 2025

Time	Details
8:00 a.m. – 11:00 a.m.	Registration Desk Open
8:15 a.m. – 9:30 a.m.	Membership Networking and Continental Breakfast
8:30 a.m. – 9:15 a.m.	Federal Action Strike Team Meeting
9:30 a.m. – 10:45 a.m.	Workshop
11:00 a.m. – 12:00 p.m.	Legislative Committee Meeting and Business Session



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	November 3, 2025
SUBJECT:	Resolution No. 2203-2025 Amending the Operating Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025

BACKGROUND

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

The attached budget resolution reflects proposed adjustments to be made which represent changes in departmental or fund budgets. Detailed explanations are also provided as a part of these adjustments. The budget adjustments were previously approved by the City Council, Community Redevelopment Agency, or Pension Boards, or discussed with the City Council at budget workshops with the following exceptions:

FUNDING SOURCE	AMOUNT	DESCRIPTION
General Fund	\$250,000	Additional funding for major parks improvements reserve
General Fund	\$750,000	Additional funding for building renovation project reserve
General Fund	\$500,000	Additional funding for public safety technology enhancements reserve

FINANCIAL IMPACT

Monies are available to fund all requested expenditures.

REQUESTED ACTION

Adopt/Deny Resolution No. 2203-2025 amending the Operating Budget of the City of Jacksonville Beach for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025

ATTACHMENTS

1. Resolution No. 2203-2025

Introduced by: _____

Adopted: _____

RESOLUTION NO. 2203-2025

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FL AMENDING THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The following items of appropriations for the functions, agencies and departments of the City government for the fiscal year beginning October 1, 2024 and ending September 30, 2025 be amended as follows:

General Fund – 001

General Fund Revenues :

	item#		
Revenue - state police premium tax	a.	\$93,864	001-00-0000-312-00-312052
Revenue - grant proceeds	b.	\$2,500	001-00-0000-337-00-337000
Revenue - grant proceeds	c.	\$177,553	001-00-0000-331-00-331002

- a. To adjust budget for State police retirement contribution. Annual receipt from State exceeded budget expectations.
- b. To appropriate Surfing's Evolution and Preservation grant and corresponding purchase of ocean rescue training equipment and supplies. Council Approved 7/21/25.
- c. To record the portion of the DOJ Community Oriented Policing Services Hiring Program Grant for year 1 of 3. Council Approved 10/21/24.

General Fund Expenditures :

Building Maintenance

Personal services - compensated absences	a.	\$27,671	001-03-0304-519-17-517000
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- a. To adjust budget for employee leave payout upon retirement as per Personnel Policies.

City Clerk

Personal services - compensated absences	a.	\$58,051	001-01-0106-513-17-517000-
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- a. To adjust budget for employee leave payout upon retirement as per Personnel Policies.

Planning Department

Capital outlay - buildings	a.	\$157,666	001-04-0402-524-62-562000
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- a. To appropriate General Fund Building Permit Reserves for City Hall building permit counter improvements. Council Approved 9/15/25

Parks & Recreation

Capital outlay - vehicles	a.	\$25,000	001-06-0602-575-64-564001
Operating - supplies (Ocean Rescue)	b.	\$2,500	001-06-0602-575-52-552000
Operating - contract services (Parks Maint.)	c.	\$5,680	001-06-0603-572-34-534000
Personal services - compensated absences	d.	\$4,916	001-06-0601-572-17-517000

- a. To adjust budget for the advance purchase of a Utility Vehicle for Ocean Rescue. Council Approved 9/18/25.
- b. To appropriate Surfing's Evolution and Preservation grant and corresponding purchase of ocean rescue training equipment and supplies. Council Approved 7/21/25.
- c. To adjust budget for new Oceanfront Cleaning Continuous Services contract. Council Approved 11/4/24.
- d. To adjust budget for leave payout as per Personnel Policies.

Police

Personal services - pension contribution	a.	\$93,864	001-09-0901-521-22-522012
Personal services - wages	b.	\$177,553	001-09-0904-521-12-512000
Personal services - compensated absences	c.	\$45,865	001-09-0901-521-17-517000

- a. To adjust budget for State police retirement contribution. Annual receipt from State exceeded budget expectations.
- b. To record the portion of the DOJ Community Oriented Policing Services Hiring Program Grant for year 1 of 3. Council Approved 10/21/24.
- c. To adjust budget for leave payout as per Personnel Policies.

Non-departmental

Operating - other charges	a.	-\$79,452	001-00-0000-519-49-549000
Transfer to Information Services Fund	b.	\$23,532	001-00-0000-581-81-581513
Transfer to General Capital Projects Fund	c.	\$55,920	001-00-0000-581-81-581315
Transfer to General Capital Projects Fund	d.	\$250,000	001-00-0000-581-81-581315
Transfer to General Capital Projects Fund	e.	\$500,000	001-00-0000-581-81-581315
Transfer to General Capital Projects Fund	f.	\$750,000	001-00-0000-581-81-581315

- a. To adjust the unanticipated budget for net General Fund costs of budget adjustments.
- b. To transfer funds from reserves for purchase of Asana project management software from Carahsoft Technology Corporation. Council Approved 7-21-25.
- c. To transfer funds from reserves for Document Management and Reporting System Upgrade. Council Approved 8/4/25.
- d. To transfer funds from reserves to the general capital projects fund for additional funding for Parks improvement reserve.
- e. To transfer funds from reserves to the general capital projects fund for additional funding for Public Safety Technology improvement reserve.
- f. To transfer funds from reserves to the general capital projects fund for additional funding for Major Building Renovations reserve.

Convention Development - 130

Revenues :

Contributions	a.	\$16,650	130-00-0000-366-00-36604
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Expenses:

Operating - contract services	a.	\$16,650	130-04-0404-575-34-534206
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- a. To appropriate budget for sponsorship fees collected for the Country Music Festival per Resolution No. 2188-2025.

Downtown Redevelopment - 181

Expenses:

Capital outlay - improvements	a.	\$1,144,511	181-16-1601-538-63-563003
Capital outlay - improvements	b.	\$24,982,507	memo entry

- a. To adjust budget for advance funding of the Dune Walkover Replacement Project. Council Approved 9/15/25.
- b. To appropriate the Downtown Tax Increment Fund yearend balance to the specific projects listed in CRA Resolution No. 2026-01 adopted by the CRA on 10-27-2025 as required by State Statues.

Southend Redevelopment Fund - 182

Expenses:

Capital outlay - improvements	a.	\$15,204,364	memo entry
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- a. To appropriate the Southend Tax Increment Fund yearend balance to the specific projects listed in CRA Resolution No. 2026-02 adopted by the CRA on 10-27-2025 as required by State Statues.

General Capital Projects Fund - 315

Revenues:

Transfer from General Fund	a.	\$55,920	315-00-0000-381-00-381001
Transfer from General Fund	b.	\$750,000	315-00-0000-381-00-381001
Transfer from General Fund	c.	\$250,000	315-00-0000-381-00-381001
Transfer from General Fund	d.	\$500,000	315-00-0000-381-00-381001

- a. To transfer funds from General Fund for Document Management and Reporting System Upgrade. Council Approved 8/4/25.
- b. To transfer funds from reserves to the general capital projects fund for additional funding for Major Building Renovations reserve.
- c. To transfer funds from reserves to the general capital projects fund for additional funding for Parks improvement reserve.
- d. To transfer funds from reserves to the general capital projects fund for additional funding for Public Safety Technology improvement reserve.

Expenses:

Capital outlay - improvements	a.	\$598,531	315-00-0000-538-63-563001
Capital outlay - equipment	b.	\$55,920	315-00-0000-519-64-564000
Capital outlay - buildings	c.	\$3,155,408	315-00-0000-519-62-562001
Capital outlay - equipment	d.	\$56,371	315-00-0000-541-64-564000

- a. To adjust budget for advance funding of the Dune Walkover Replacement Project. Council Approved 9/15/25.
- b. To adjust budget for Document Management and Reporting System Upgrade. Council Approved 8/4/25.
- c. To adjust budget for the construction of the Meter Building Conversion Project. Early Funding FY26 CIP. Council Approved 8/4/25.
- d. To adjust the budget for purchase of a replacement downtown City Compactor using the PW Heavy Equipment Replacement Reserves. Council Approved 5/5/25.

Electric Fund - 410

Expenses:

Capital outlay - vehicles	a.	\$214,705	410-12-1204-531-64-534001
Transfer to Golf Course Fund	b.	\$500,000	410-12-1202-581-81-581440

- a. To adjust budget for the advanced purchase of one vehicle budgeted in FY2026 Capital Improvement Plan. Council Approved 9/15/25.
- b. To transfer funds from Electric to the Golf Course for the expansion of the driving range netting. Council Approved 7/21/25.

Water & Sewer Fund - 420

Revenues:

Revenue - misc.	a.	\$7,000	420-00-0000-369-00-369900
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- a. To adjust budget for scholarship proceeds from APWA to be used for employee training.

Expenses:

Operating - travel & training	a.	\$7,000	420-07-0706-535-40-540000
Operating - repairs	b.	\$100,000	420-07-0707-536-46-546011
Operating - repairs	c.	\$90,000	420-07-0707-536-46-546011
Capital outlay - improvements	d.	\$64,554	420-07-0707-536-63-563000
Operating - repairs	e.	\$175,000	420-07-0706-535-46-546002
Capital outlay - improvements	f.	\$4,678,166	420-07-0706-535-63-563000

- a. To appropriate APWA training scholarships for 7 employees.
- b. To adjust the budget for emergency sanitary sewer repairs at Oakwood Rd. Approved by Council 7/21/25.
- c. To adjust the budget for emergency sanitary sewer repairs at America Ave & Republic Dr. Approved by Council 7/21/25.
- d. To adjust the budget for Bid #2425-11 1st Street North Water Main Replacement Project. Council Approved 8/18/25.
- e. To adjust the budget for replacement Mixer Bodies for the Water Reclamation Facility. Council Approved 6/16/25.
- f. To adjust budget for the Water Reclamation Facility Filter Upgrade Project. Council Approved 9/15/25.

Sanitation Fund - 430

Revenues:

Charges for services - container pickup	a.	\$25,000	430-00-0000-343-00-344105
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Expenses:

Operating - sanitation contract services	a.	\$25,000	430-07-0713-534-34-534100
Operating - contract services	b.	\$20,990	430-07-0713-534-34-534000

- a. To adjust the revenue and corresponding expense budget for additional commercial container pickups.
- b. To adjust budget for new Oceanfront Cleaning Continuous Services contract. Council Approved 11/4/24.

Golf Course Fund- 440

Revenues:

Transfer from Electric Fund a. \$500,000 440-00-0000-381-00-381410

- a. To transfer funds from Electric to the Golf Course for the expansion of the driving range netting. Council Approved 7/21/25.

Expenses:

Capital outlay - improvements a. \$750,000 440-14-1401-572-63-563000

- a. To appropriate funding to expand the golf course driving range netting. Council Approved 7/21/25.

Information Services Fund - 513

Revenues:

Transfer from General Fund a. \$23,532 513-00-0000-381-00-381001

Expenses:

Operating - software a. \$23,532 513-17-1701-591-46-546014

- a. To adjust budget for Asana project management software from Carahsoft Technology Corporation. Approved by Council 7/21/2025.

Fleet Maintenance Fund - 521

Revenues :

Charges for services - City garage a. \$53,500 521-00-0000-399-00-399007

Expenses:

Operating - contract services a. \$53,500 512-03-0310-591-34-534021

- a. To adjust budget for additional fleet maintenance services due to unexpected vehicle repairs and maintenance throughout the year. Costs offset by revenues generated from departments for use of garage.

Insurance/Worker's Comp Fund - 552

Expenses:

Operating - claims a. \$90,000 552-13-1303-591-45-545002

- a. To adjust budget for claim settlement. Council Approved 5/19/25.

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

SECTION 3. The City Council recognizes that the Budget is a revenue and spending plan which requires adjustment from time to time as circumstances change. The City Council gives authorization to the City Manager to make Budget Amendments in the budget for the fiscal period beginning October 1, 2024 and ending September 30, 2025, at the department level as long as the amendments do not increase or decrease the overall budget for the related department in the General Fund, or at the fund level in a fund other than the General Fund.

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

SECTION 5. The City Council further authorizes the City Manager to make budget amendments in the budget for the fiscal period beginning October 1, 2024 and ending September 30, 2025, in furtherance of improvements or works which were approved by the City Council and begun in a previous year, but which were not completed in those years, and any such adjustment shall continue in force until the purpose for which it was made shall have been accomplished or abandoned.

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

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

SECTION 8. This Resolution shall become effective immediately upon its passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2025.

Christine H. Hoffman, Mayor

Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

David M. Migut, City Attorney

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Director of Planning and Development
DATE:	November 3, 2025
SUBJECT:	Resolution No. 2200-2025 Adopting the Duval County Local Mitigation Strategy

BACKGROUND

The Local Mitigation Strategy (LMS) is a document that serves as the primary component of a statewide process of community-based hazard mitigation planning. The purpose of the LMS is to identify hazards to which Duval County and its municipalities are vulnerable and identify actions to minimize or avoid the impacts of those hazards (hurricanes, flooding, terrorism, etc.).

The City is represented on the LMS Working Group (Security and Emergency Preparedness Planning Council) by the Mayor and on the Advisory Committee by Planning and Development Department staff and the Fire Marshal. The LMS Advisory Committee supports the planning process by conducting data collection, hazard analysis, and preparation of recommendations for mitigation project prioritization. The LMS is reviewed, revised, and updated periodically by the LMS Advisory Committee and approved by the LMS Working Group every 5 years.

The main focus of the LMS is to identify initiatives and specific mitigation projects to minimize damages and loss of life resulting from major hazards such as hurricanes. The original LMS for Duval County was prepared in 1999 and, as required by federal regulations, is updated every five years. Additionally, the Robert T. Stafford Act requires communities to have an approved LMS before they are eligible for federal mitigation grant funding.

Duval County Emergency Preparedness staff, with support from members of the Advisory Committee, have recently completed the 2025 update to the LMS. The 2025 update occurred from August 2024 to January 2025. The planning process requires the Duval Prepares/LMS Advisory Committee and the Risk Assessment and Planning Committee to review existing hazards and vulnerabilities as well as provide input for each of the mitigation project lists. This most recent update included operationalizing goals and objectives, providing activity classes for each identified goal, re-assessing natural hazard vulnerability, addressing additional technological and manmade hazards, verifying mitigation initiatives, and identifying new funding sources.

The 2025 update of the LMS includes a list of mitigation initiatives that have been identified by the Advisory Committee as being necessary to increase public safety and reduce hazard vulnerability of the community. Several of these initiatives directly involve projects located within or impacting the City of Jacksonville Beach. These projects include beach re-nourishment, underground placement of power lines, and the purchase of generators.

The inclusion of a specific mitigation initiative into the approved and adopted LMS is critical to the initiative's potential for receiving funding assistance from the various grant programs identified in the document and made available through the Federal Emergency Management Agency. This is also critical to any initiative to receive funding that is distributed as disaster relief funds released



following major storm events or other disasters. The LMS is a living document and mitigation initiatives can be included during regular meetings of the Advisory Committee. Adoption of the LMS by all participating jurisdictions is necessary for the Federal Emergency Management Agency to issue formal approval of the County's document.

A copy of the entire 343-page [2025 Duval County Local Mitigation Strategy document](#) is available for review in an electronic version under the City of Jacksonville Beach's Fire Marshal's website or via the embedded link.

FINANCIAL IMPACT

The financial impact to the City would be related to specific mitigation initiatives that are implemented by securing state or federal grant funding where there is typically a local match of funding. The exact amount of financial impact would be project and grant program specific.

REQUESTED ACTION

Adopt/Deny Resolution No. 2200-2025 adopting the 2025 Duval County Local Mitigation Strategy

ATTACHMENTS

1. Resolution No. 2200-2025 LMS Adoption
2. Division of Emergency Management Approval Letter (pending community adoption)

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2200-2025

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ADOPTING THE DUVAL COUNTY 2025 LOCAL MITIGATION STRATEGY DOCUMENT; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the Jacksonville Security and Emergency Preparedness Planning Council (SEPPC) serves as the Local Mitigation Strategy Working Group; and

WHEREAS, the Duval County Local Mitigation Strategy Working Group has completed a Local Mitigation Strategy which has been reviewed by the Florida State Department of Community Affairs and the Federal Emergency Management Agency, necessitating revision and re-adoption of the document throughout the county; and

WHEREAS, the Duval County Local Mitigation Strategy (LMS) has been updated to mitigate the dangers and costs associated with natural and manmade hazards and to provide a priority for mitigation activities before and after a hazardous event occurring in Duval County; and

WHEREAS, the 2025 Local Mitigation Strategy contains Mitigation Initiatives and projects directly necessary and beneficial for the safety and protection of the residents, businesses and property within the City of Jacksonville Beach.

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

SECTION 1. ADOPTION OF RECITALS. The above recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. ADOPTION OF THE DUVAL COUNTY 2025 LMS. The City of Jacksonville Beach accepts and adopts the 2025 Duval County Local Mitigation Strategy and assigns review and maintenance responsibilities of the strategy to the Local Mitigation Strategy Working Group to be coordinated by the Duval County Emergency Preparedness Division with review and re-adoption by the City Council at least once every five years or as requested by the City Council.

SECTION 3. REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. SEVERABILITY. If any section, subsection, clause, or provision of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 5. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this resolution, 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. EFFECTIVE DATE. This resolution shall become effective immediately upon passage and adoption by City Council and publication as required by law.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2025.

Christine H. Hoffman, Mayor

Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Executive Director

July 22, 2025

Andre Ayoub, Director
Duval County Emergency Management
515 North Julia Street Suite 400
Jacksonville, FL 32202

Re: Duval County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Director Ayoub,

This is to confirm that we have completed a State review of the Duval County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Duval County developed and submitted all the necessary plan revisions and our staff has reviewed and approved these revisions. We have determined that the Duval County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

City of Jacksonville
City of Jacksonville Beach
City of Atlantic Beach
City of Neptune Beach
Town of Baldwin

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Duval County LMS.

If you have any questions regarding this matter, please contact your LMS Liaison Evan Jenkins at Evan.Jenkins@em.myflorida.com or 850-443-4280.

Respectfully,

Kristin Lentz

Digitally signed by Kristin
Lentz
Date: 2025.07.25
13:58:02 -04'00'

Laura Dhuwe,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

LD/ej

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)

cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch