



City of Jacksonville Beach

11 North Third Street
Jacksonville Beach, Florida

Amended Agenda

City Council

Monday, August 16, 2021

6:00 PM

Council Chambers

MEMORANDUM TO:

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

Council Members:

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

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- A. Council Workshop held on July 29, 2021 (CRA Initiatives)
- B. Council Briefing held on July 30, 2021 (Budget Showcase)
- C. Budget Workshop held on August 2, 2021
- D. Regular Council Meeting held on August 2, 2021
- E. Budget Workshop held on August 3, 2021

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

- A. Presentation by the Northeast Florida Regional Council Staff on the COVID19 Economic Recovery Plan and the American Rescue Plan

CITY CLERK

CITY MANAGER

- A. Accept/Reject the Monthly Financial Reports for the month of July 2021
- B. Award/Reject RFP Number 02-2021 to First Vehicle Services, Inc., for Fleet Maintenance Services
- C. Approve/Disapprove the City Manager's recommendation to appoint Sheri Gosselin to the position of City Clerk, effective August 17, 2021

- D. Approve/Disapprove the Employment Agreement with Ms. Sandra Robinson for the position of City Attorney

RESOLUTIONS

ORDINANCES

ADJOURNMENT

NOTICE

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

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

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

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

The Council Workshop began at 6:00 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos and Agency Consultant Jim Gilmore.

Purpose of Workshop

The purpose of the workshop was to discuss the Community Redevelopment Agency (CRA) objectives.

Objectives

Mayor Hoffman reviewed the Strategic Plan [on file] with the Council as it tied in with Priority 3: Local Economic Development:

- Goal 1 – Develop a downtown that attracts residents, visitors and commerce.
 - Objective 1 – Develop strategies to stimulate the downtown business district to include mixed use, commercial, retail and living spaces.
 - Objective 2 – Implement the Downtown Vision Plan.

Mayor Hoffman stated clear initiatives and empowerment should be given to the CRA members.

Agency Consultant, Jim Gilmore, stated the CRA's roles and job responsibilities were discussed at the July 26, 2021, CRA meeting. Mr. Gilmore reviewed the process of the CRA implementing the Redevelopment Plan and the flow of the entire project process. Mr. Gilmore stated the CRA developed new working relationships with all the departments within the City over the past year.

Conversation ensued regarding the different versions of the Downtown Redevelopment Plan. The plans and documents [on file] were reviewed and discussed by the Council, and some documents were streamlined.

Mayor Hoffman led a conversation regarding how to prioritize the following Redevelopment Objectives:

- General Objectives
- Economic Objectives
- Land Use Objectives
- Circulation and Parking Objectives
- Utility Objectives
- Urban Design Objectives

The Council agreed the Economic Development Objectives and Land Use Objectives should be top priorities of both the CRA and Council.

Economic Objectives

The following Economic Objectives were discussed:

- Increase the tax base in the Community Redevelopment Area to assist in financing public actions to support redevelopment.
- Encourage the re-creation of a compact mixed-use code area oriented to recreation, entertainment, specialty retail, tourism, and housing.

A discussion continued about creating and promoting an Incentive Tool Box and ways to attract Private, Public Partnerships for development in the downtown area.

Land Use Objectives

The following Land Use Objectives were discussed:

- Encourage the development of a mix of activities in the core area, including residential, retail, hotel, and office.
- Stabilize and enhance the predominantly residential portions of the redevelopment area through infill development and rehabilitation activity.
- Expand and enhance usable open space in the community redevelopment area to support and encourage greater pedestrian activity.
- Control the amount of land zoned for commercial use to stabilize predominately residential areas and concentrate commercial activity in the core area.

The Council talked about not adding more hotels in the downtown area, promoting mixed-use opportunities, and enhancing the Latham Plaza area.

Additional Topics

Mayor Hoffman asked the Council for their opinions concerning expanding the footprint of the Downtown CRA area across 3rd Street to include more historical buildings. Conversation ensued regarding the requirements to expand and to what specific areas. The Council's consensus was to add this topic to a future Council Briefing to discuss the details further.

The workshop adjourned at 7:27 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approval:

Christine H. Hoffman, MAYOR

Date: _____

City of Jacksonville Beach
Minutes of Fiscal Year 2022 Council Budget Showcase
Friday, July 30, 2021 – 2:00 P.M.
Via Video Conference

The Council Budget Showcase began at 2:00 P.M. via video conference.

City Council Members in attendance:

Mayor: Christine Hoffman

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

Fiscal Year 2022 City Council Budget Showcase

Budget Overview

City Manager Mike Staffopoulos reviewed the budget documents [on file] the Council received from staff. Mr. Staffopoulos spoke about changes in the documents to create standardization across all departments regarding how the information was presented and the sequence in which it was presented.

Mr. Staffopoulos reviewed the following topics in the Financial Condition Report [on file] for the 2022 Budget:

- Financial Condition
- Uncertainty, Risks, Budgets, and COVID-19
- Budget Highlights
- Budget Concerns
- Other Areas of Concern
- City Actions
- General Fund
 - 2021 Millage rate comparison
 - Where property tax dollars go
 - Jacksonville Beach taxable property values
 - Income Sources
 - Expenditures (by department)
 - City Pension contributions
- Utilities
 - Enterprise funds expenses
 - Areas of concern
 - Utilities summary
- Department Highlights

The Budget Showcase ended at 2:43 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

Christine H. Hoffman, MAYOR

Date:

**City of Jacksonville Beach
Minutes of City Council
FY2022 - Budget Workshop
Monday, August 2, 2021 – 4:00 P.M.
Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**

City Manager Mike Staffopoulos called the Budget Workshop to order at 4:02 P.M.

City Council Members in attendance:

Mayor: Christine Hoffman

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

Also present were City Manager Mike Staffopoulos, Deputy City Manager Karen Nelson, Chief Financial Officer Ashlie Gossett, Director of Human Resources Kimberlee Bennett, Budget Officer AJ Souto, and Acting City Clerk Sheri Gosselin.

Executive & Legislative Department

City Manager Mike Staffopoulos stated the workshop and subsequent budget workshops were for each Department to give a high-level review of their work program for the upcoming year and any substantive changes in the budget.

Mr. Staffopoulos explained the changes in the budget process, format, and template. Mr. Staffopoulos further stated he would be looking for feedback from the Council regarding which template was preferred.

Mr. Staffopoulos reviewed the FY2022 goals for the Executive and Legislative Departments, which includes:

- City Council
- City Manager
- City Attorney
- City Clerk
- Fire Marshal's Office
- Information Systems

Mr. Staffopoulos advised Information Systems was moved into the Executive Department last year with the intent in next year's budget of becoming its own department.

Mr. Staffopoulos reviewed the Budget, Priorities, Goals, and Initiatives for the Legislative and Executive Departments.

Conversation ensued regarding goals and budget issues for FY2022.

Finance Department

Chief Financial Officer Ashlie Gossett reviewed the objectives, recent accomplishments, and goals for the upcoming 2022 budget for the Finance Department, which includes Accounting, Utility Billing, Business Analysis, and Property and Procurement.

Ms. Gossett reviewed the following regarding the Finance Department:

- Recent Accomplishments
- Financial Summary
- Objectives & Actions Items for FY2022
- Budget Issues
- Personnel Schedule

Conversation ensued regarding the status and future schedule of the ERP implementation project, explanation of added positions for Utility Billing, and termination of tower leases.

Human Resources

Director of Human Resources Kimberlee Bennett briefly reviewed the Financial Summaries for Human Resources (general) and Financial Summaries for Insurance and Risk Management. She stated no significant changes were anticipated in either category.

Ms. Bennett reviewed upcoming initiatives for the Human Resources Department regarding:

- Attract and retain a qualified and highly motivated workforce
- Provide appropriate resources for service provision
- Support employee safety, professional growth, and development

The workshop adjourned at 4:54 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

Christine H. Hoffman, MAYOR

Date

**Minutes of Regular City Council Meeting
held Monday, August 2, 2021, at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

Mr. Janson provided the Invocation, followed by the Pledge of Allegiance.

CALL TO ORDER:

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

ROLL CALL:

Mayor: Christine Hoffman

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

Also present were: City Manager Mike Staffopoulos, Director of Parks and Recreation Jason Phitides, Director of Public Works Dennis Baron, and Acting City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve the minutes of the Council Briefing held on July 12, 2021.

Motion to Amend: It was moved by Ms. Dumont and seconded by Ms. Golding to amend the July 12, 2021, Council Briefing minutes to indicate Mr. Nichols arrived late and left the meeting early due to technical issues.

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

The original motion passed unanimously, as amended.

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

- Special Council Meeting held on July 14, 2021 (City Attorney Interviews)
- Regular Council Meeting held on July 19, 2021
- Council Workshop held on July 22, 2021 (Charter Review)
- Special Council Meeting held on July 26, 2021 (City Attorney Final Interviews)

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve the minutes of the Council Workshop (Charter Review) held on July 26, 2021.

Motion to Amend: It was moved by Ms. Dumont and seconded by Ms. Golding to amend the July 26, 2021, Council Workshop minutes Section 19 comment to state, “which a candidate shall withdraw their nomination at the same time and day as when qualifying ends.”

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

The original motion passed unanimously, as amended.

ANNOUNCEMENTS:

Council Member Golding announced on August 3, 2021, Council would discuss the Police Budget; on August 9, 2021, Public Works, Planning & Development, and Redevelopment Budgets; and then on August 10, 2021, they would discuss Beaches Energy and Parks & Recreation.

Council Member Dumont conveyed thanks from Huguenot Park area residents for the new fountain in the lake.

Mayor Hoffman stated she participated in the Andy Lavender 5k Run/Walk. The event was to help spread awareness and prevention of First Responders and Military suicide. At the same time, local lifeguards were participating in the marathon swim sponsored by the Meninak Club. Mayor Hoffman also attended Back to School with BEAM, hosted by Beach Church, which provided clothes and school supplies to kids. She thanked the staff who had supported the events.

COURTESY OF THE FLOOR TO VISITORS:

Mayor Hoffman extended Courtesy of the Floor to visitors.

Kimberly Popovich, 3384 Whippoorwill Court, Jacksonville Beach, spoke about drainage issues in The Sanctuary community.

Ken Marsh, 2011 Gail Avenue, Jacksonville Beach, spoke about the Adventure Landing development. Mr. Marsh provided a handout to the Council [on file].

Elizabeth Borders, 2612 America Avenue, Jacksonville Beach, spoke about the Adventure Landing development.

MAYOR AND CITY COUNCIL:

Item #21-143 Florida League of Cities Presents the City of Jacksonville Beach with the Environmental Stewardship Award for the CleanDarkFlat Campaign

Erin Russell, Florida League of Cities, said Jacksonville Beach was a true leader with their CleanDarkFlat Campaign to protect an endangered species, the Loggerhead Turtle. She

congratulated Council, City staff, Beaches Energy and the Sea Turtle Patrol for their hard work.

Ms. Russell presented the Florida Municipal Achievement Award in the Environmental Stewardship category to the City of Jacksonville Beach. She said Jacksonville Beach would also be featured on the Florida League of Cities' website, social media platforms, and statewide Quality Cities Magazine.

Mayor Hoffman acknowledged staff, the local coffee shop community, and Beaches Sea Turtle Patrol. She thanked the Shepherd Agency for the coffee mug design.

Item # 21-144 Shepherd Agency Presents Beaches Sea Turtle Patrol a Check from the Proceeds of the CleanDarkFlat Campaign

Alan Putnam, Director of Beaches Energy, and a representative from the Shepherd Agency presented a check for \$7500 to the Beaches Sea Turtle Patrol.

CITY CLERK: *No items*

CITY MANAGER:

Item #21-145 Approve/Disapprove Invoice and Quote from Archimedes Systems, Inc., in the Aggregate Amount of \$61,075 for Completion of the Human Machine Interface (HMI) Project and Declare Archimedes Systems, Inc., as a Sole Source Provider for Future Purchases

Dennis Baron, Director of Public Works, explained this was a continuation of the water treatment plant upgrade project. He said there was unforeseen work needed, but anticipated this would complete the project.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve the invoice and quote from Archimedes Systems, Inc., in the aggregate amount of \$61,075 for completion of the HMI Project, and declare Archimedes Systems, Inc., as a Sole Source provider for future purchases.

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

Item #21-146 Approve/Disapprove the Scope of Services and Fees for CHW Professional Consultants for the Development of the Urban Trails Master Plan and the Additional Task at South Beach Park in the Amount of \$228,240

Jason Phitides, Director of Parks and Recreation, said they negotiated the contract scope and fee with the consultant. The scope included community outreach, the implementation plan, trail maintenance and branding.

Public Hearing:

The following spoke in favor of the agenda item:

- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve the scope of services and fees for CHW Professional Consultants for the development of the Urban Trails Master Plan and the additional task at South Beach Park in the amount of \$228,240.

Discussion:

Mr. Phitides explained the steering committee would ensure that the project met the community's needs. The consultant would also help with grant funding. Mr. Phitides anticipated the Master Plan would be delivered in March 2022. Ms. Golding noted this included a public engagement plan, including a virtual component.

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

Item #21-147 Award/Reject RFP No. 03-2021 to Play by Design, LLC, for Sunshine Playground Equipment Design, Furnish, and Install

Jason Phitides, Director of Parks and Recreation, said the equipment had taken a lot of weathering over 20 years and required replacement. They would engage the community in the process. He believed this vendor could produce something as iconic over the next 20-40 years and noted many of this vendor's staff were from the original builder. This would come back to the Council after the community outreach to approve the final design.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to award RFP No. 03-2021 to Play by Design, LLC, for Sunshine Playground Equipment Design, Furnish, and Install.

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

Item #21-148 Selection of City Attorney and/or Direction on Next Step

Mayor Hoffman stated they were down to two very qualified, skilled candidates.

Motion: It was moved by Ms. Dumont and seconded by Ms. Golding to provide an offer to Ms. Sandra Robinson to be the next City Attorney and begin the negotiation process.

Discussion:

Council Members discussed both candidates and how each would be a good fit for the City and staff. The Council agreed both candidates were highly qualified.

Roll Call Vote: Ayes – Stokes, Dumont, Golding, Mayor Hoffman
Nays – Janson, Meza, Nichols
The motion passed 4-3.

Mr. Stokes suggested the Council consider changing the charter to require a supermajority for appointments as well as for removals.

Motion: It was moved by Ms. Dumont and seconded by Ms. Golding to have outside counsel Cliff Shepherd, Director of Human Resources Kim Bennett, Deputy City Manager Karen Nelson, and Mayor Hoffman form the team to go into negotiations with Ms. Robinson as City Attorney.

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

RESOLUTIONS – *None*

ORDINANCES - *None*

ADJOURNMENT:

There being no further business, the meeting adjourned at 7:07 P.M.

Submitted by: Sheri Gosselin
Acting City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

**City of Jacksonville Beach
Minutes of City Council
FY 2022 - Budget Workshop
Tuesday, August 3, 2021 – 5:00 P.M.
Via Video Conference**

City Manager Mike Staffopoulos called the Budget Workshop to order at 5:00 P.M.

City Council Members in attendance:

Mayor: Christine Hoffman

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

Staff in attendance:

City Manager Mike Staffopoulos and Police Chief Gene Paul Smith.

Police Department

Police Chief Gene Paul Smith reviewed each Division and Specialized Unit as listed on the Budget Report [on file] and stated not much has changed from last year.

Chief Smith stated this would be the last year for presenting the Performance Measures in chart form. A summary of Action Items in the future, focusing on Priorities, Goals, and initiatives would be used instead.

Chief Smith summarized the departmental Objectives and Actions proposed for FY2022 addressing guns, gangs, and drugs. Conversation ensued regarding the Objectives and Actions for the Police Department.

Chief Smith explained in detail the need and request for \$150,000 to purchase a specialized vehicle (van) to be used for SWAT and Special Operations.

Conversation and questions ensued regarding miscellaneous topics.

The workshop adjourned at 6:08 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

Christine H. Hoffman, mayor

Date:



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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	07/20/2021
SUBJECT:	Monthly Financial Reports for the Month of July 2021

BACKGROUND

The attached Summary Budget Reports show the cumulative actual revenues and expenditures compared to the actual amounts at the same point in time as last fiscal year. Exhibit 7 of the Summary Budget Reports compares actual revenues and expenditures to budget in total by fund. These reports are prepared on a cash basis.

Exhibit 1 - General Fund Revenues

- Total General Fund revenues are in line with last year on a percent of budget basis.
- Annual ad valorem tax distributions were received in December, bringing the tax revenue-to-date to 89.08% of the annual budget.
- The decrease in permit revenues is largely attributable to a decline in permit application activity compared to the same time in the prior year.
- The increase in revenues from charges for services reflects the suspension of recreation programs and special events in the prior year in response to the COVID-19 pandemic.
- Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, tennis fees, and cemetery lots purchased. The decrease from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.

Exhibit 2 - General Fund Expenditures

- Total General Fund Expenditures are under budget by 9.06% and in line with the prior year expenditures on a percentage of budget basis.
- The decrease in Fire Department Expenditures from the prior year is attributable to the savings realized from contracting out fire services to the City of Jacksonville.

Exhibit 3 - Enterprise Fund Revenues

- Enterprise Fund Revenues are under budget by 3.68% and slightly ahead of the prior year on a percent of budget basis.
- The dollar variance in Electric revenues is due to the suspension of the bulk power portion of the electric revenue rate in the prior year months of October, April, and May.
- The Natural Gas cost of gas rate was reduced in May 2021 from \$0.48 to \$0.44 per therm, contributing to the overall revenue reduction in the current year.



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- Golf Course revenues are 12.08% ahead of the prior year on a percent of budget basis due to increased play at the course and rate adjustments adopted in both July and November 2020.

Exhibit 4 - Enterprise Fund Expenditures

- Total expenditures in the Enterprise Funds are under budget for the current year and in line with the prior year expenditures on a percent of budget basis.
- The decrease in both Electric and Water & Sewer expenditures from the prior year is largely attributable to savings in debt service costs now that the City is debt free.
- Year over year increases in the Stormwater Fund is due to the timing of capital projects.
- The decreases in expenditures in the Sanitation Fund is due to the timing of capital purchases in the prior year.

Exhibit 5 – Special Revenue Fund Revenues

- Revenues in the Special Revenue Funds are 7.06% lower than prior year actuals on a percent of budget basis.
- Convention Development revenues reflect receipts for activity through May.
- The annual tax increment distributions for both the Downtown and Southend districts were received in December. The decrease from the prior year in both funds is due primarily to the adjustment to market value of the City's pooled investment assets.

Exhibit 6 - Special Revenue Fund Expenditures

- In total, Special Revenue Fund expenditures are under budget for the current year and 18.13% lower than the prior year on a percentage of budget basis.
- Community Development Block Grant Fund expenditures will be reimbursed by grant funding.
- The increase in Infrastructure Surtax Fund expenditures is attributable to roadway milling, paving and overlay projects.
- The variance from the prior year in both the Downtown and Southend Increment Funds is largely due to the timing of capital project expenditures.

Exhibit 7 - Summary Revenues and Expenditures

- The net income shown for the Electric Fund is overstated because monthly power bills are paid in arrears to FMPA.
- The final utility revenue bond payment was made on October 1st. The City is now debt free.



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FINANCIAL IMPACT

REQUESTED ACTION

Accept/Reject the Monthly Financial Reports for the month of July 2021

ATTACHMENTS

1. July Financial Reports



Summary Budget Revenue Report

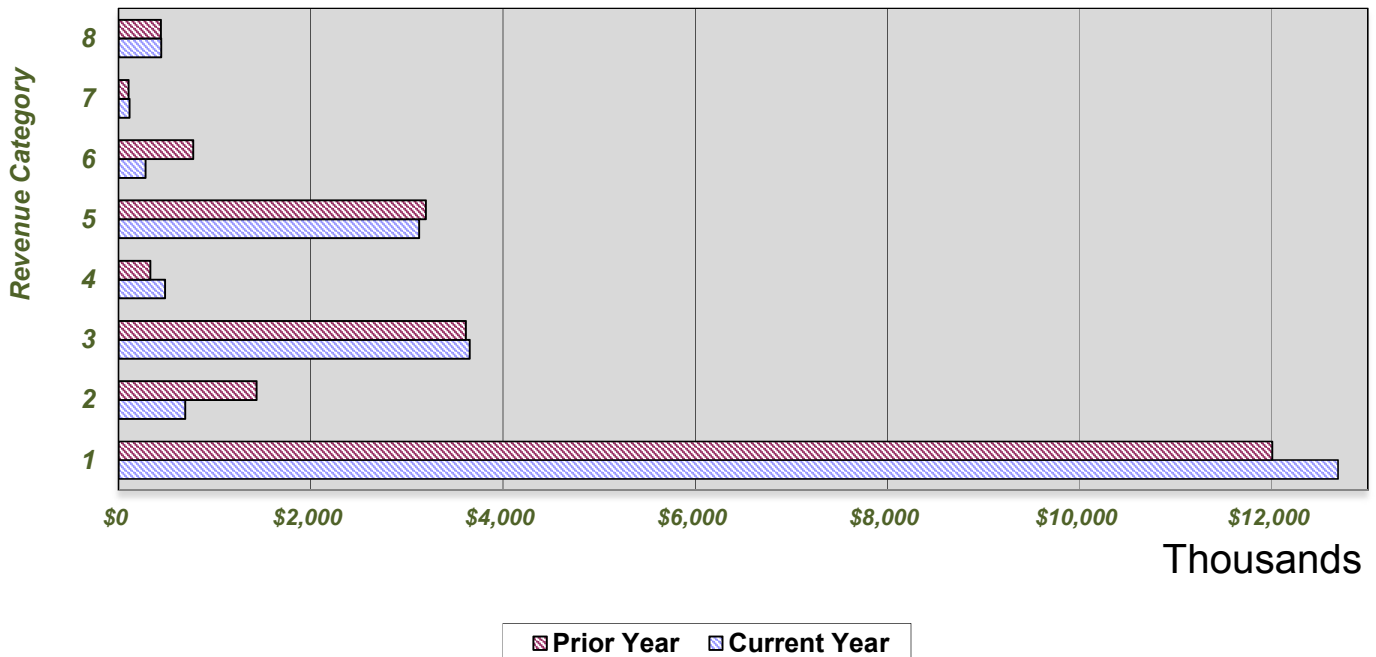
July 31, 2021

(83.29% of year has elapsed)

EXHIBIT 1 - GENERAL FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 Taxes	12,689,007	89.08%	12,004,278	88.02%	1.06%	684,729
2 Licenses & Permits	693,395	134.66%	1,438,547	238.13%	-103.47%	(745,152)
3 Intergovernmental Revenue	3,654,168	94.96%	3,613,269	79.84%	15.12%	40,899
4 Charges for Services	486,569	110.55%	330,597	82.86%	27.69%	155,972
5 Enterprise Contributions	3,129,631	83.33%	3,197,767	83.33%	0.00%	(68,136)
6 Miscellaneous Revenue	280,320	75.99%	776,965	176.31%	-100.33%	(496,645)
7 Fines & Forfeitures	116,083	76.74%	105,273	65.59%	11.15%	10,810
8 Interfund Transfers	443,629	86.31%	440,190	85.64%	0.67%	3,440
Total Revenues	\$ 21,492,801	90.17%	\$ 21,906,885	90.83%	-0.66%	\$ (414,083)

GENERAL FUND REVENUES TO DATE CURRENT YEAR VS PRIOR YEAR



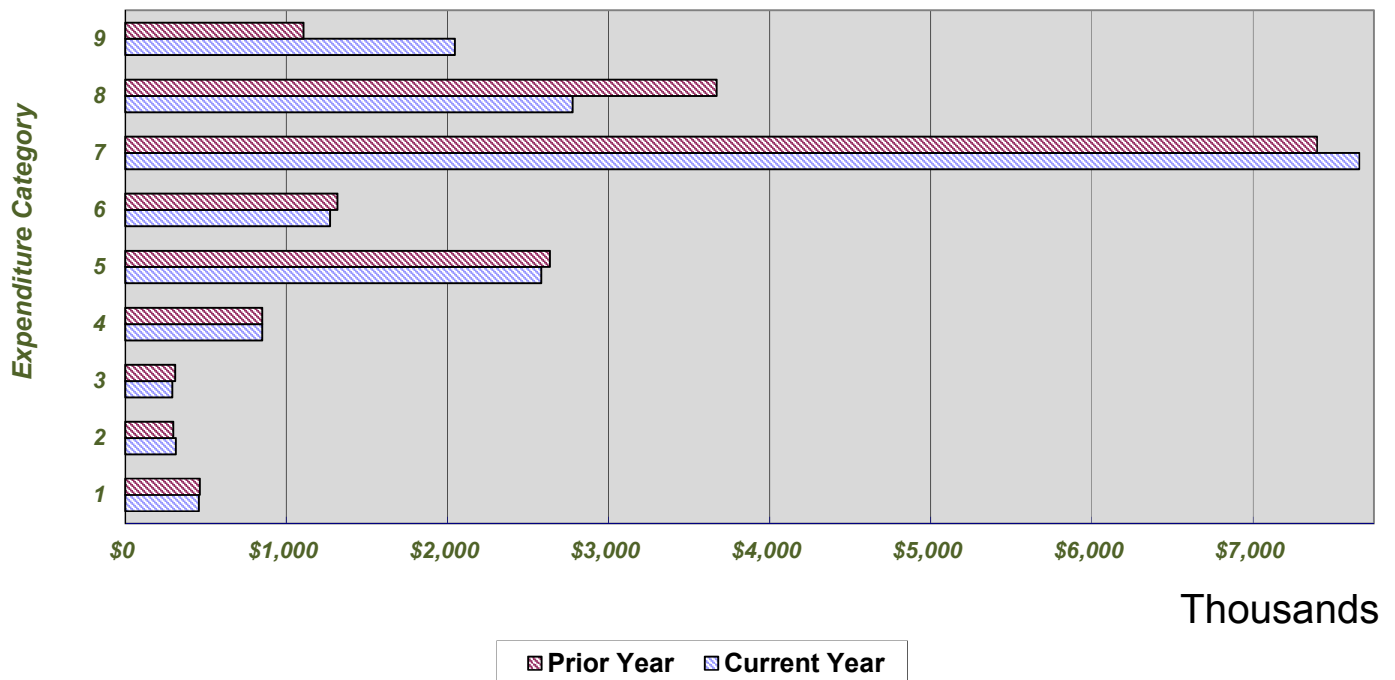


Summary Budget Expenditure Report
 July 31, 2021
 (83.29% of year has elapsed)

EXHIBIT 2 - GENERAL FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 City Administration	458,391	70.25%	463,430	87.37%	-17.12%	(5,038)
2 City Clerk	315,717	76.14%	299,892	77.03%	-0.89%	15,825
3 Building Maintenance	292,832	68.97%	310,605	71.76%	-2.79%	(17,773)
4 Planning and Development	850,815	70.69%	851,838	73.21%	-2.52%	(1,024)
5 Recreation and Parks	2,583,284	69.84%	2,636,253	74.07%	-4.23%	(52,969)
6 Public Works	1,272,077	68.58%	1,318,371	75.59%	-7.01%	(46,294)
7 Police	7,658,910	74.51%	7,398,367	73.59%	0.92%	260,543
8 Fire	2,776,426	85.32%	3,670,071	83.55%	1.78%	(893,645)
9 Non-Departmental	2,046,208	72.85%	1,107,496	55.76%	17.09%	938,712
Total Expenditures	\$ 18,254,661	74.23%	\$ 18,056,324	74.45%	-0.22%	\$ 198,337

**GENERAL FUND EXPENDITURES TO DATE
 CURRENT YEAR VS PRIOR YEAR**





Summary Budget Revenue Report

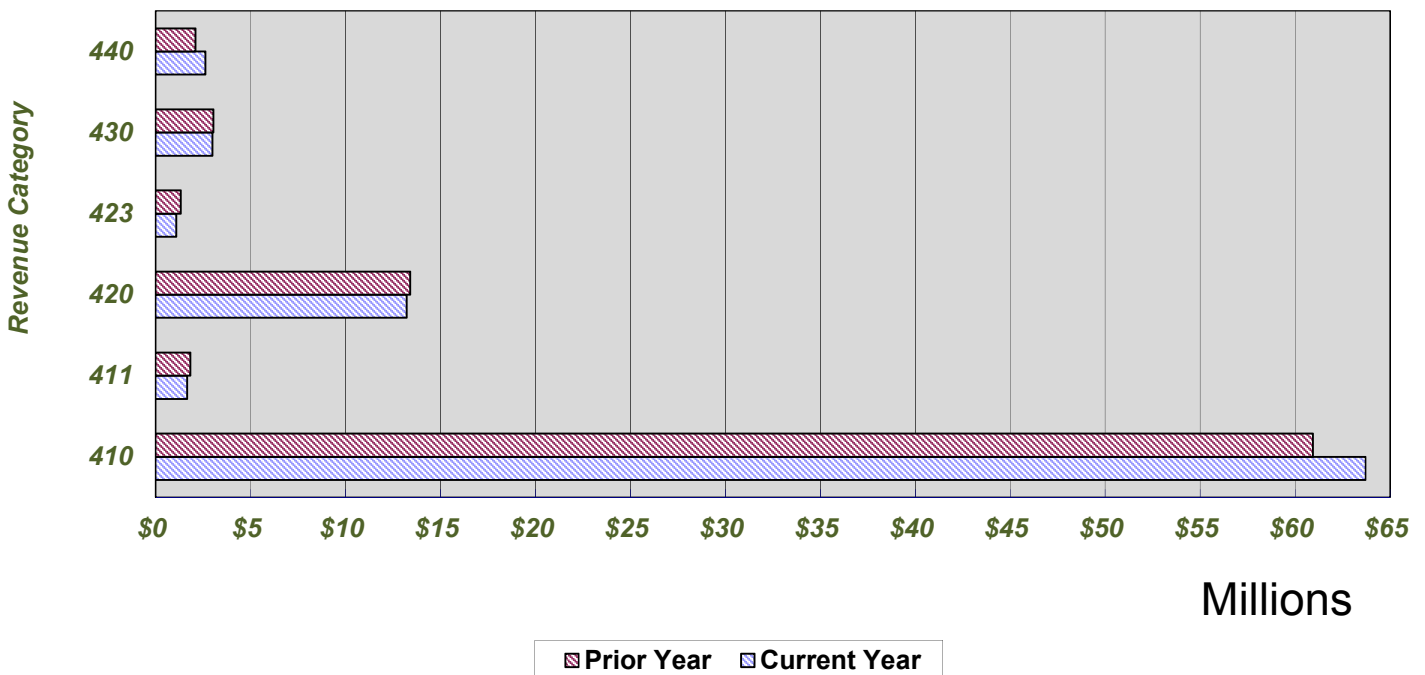
July 31, 2021

(83.29% of year has elapsed)

EXHIBIT 3 -ENTERPRISE FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	63,695,463	76.91%	60,931,727	74.20%	2.70%	2,763,736
411 NATURAL GAS	1,669,169	74.59%	1,841,163	76.55%	-1.96%	(171,994)
420 WATER & SEWER	13,221,594	88.80%	13,398,861	91.12%	-2.31%	(177,267)
423 STORMWATER	1,093,513	75.90%	1,330,897	91.56%	-15.67%	(237,384)
430 SANITATION	2,992,187	83.91%	3,039,498	86.48%	-2.57%	(47,310)
440 GOLF COURSE	2,624,909	120.24%	2,095,384	108.16%	12.08%	529,525
TOTAL REVENUES	\$ 85,296,835	79.61%	\$ 82,637,530	77.86%	1.75%	\$ 2,659,306

ENTERPRISE FUND REVENUES TO DATE CURRENT YEAR VS PRIOR YEAR



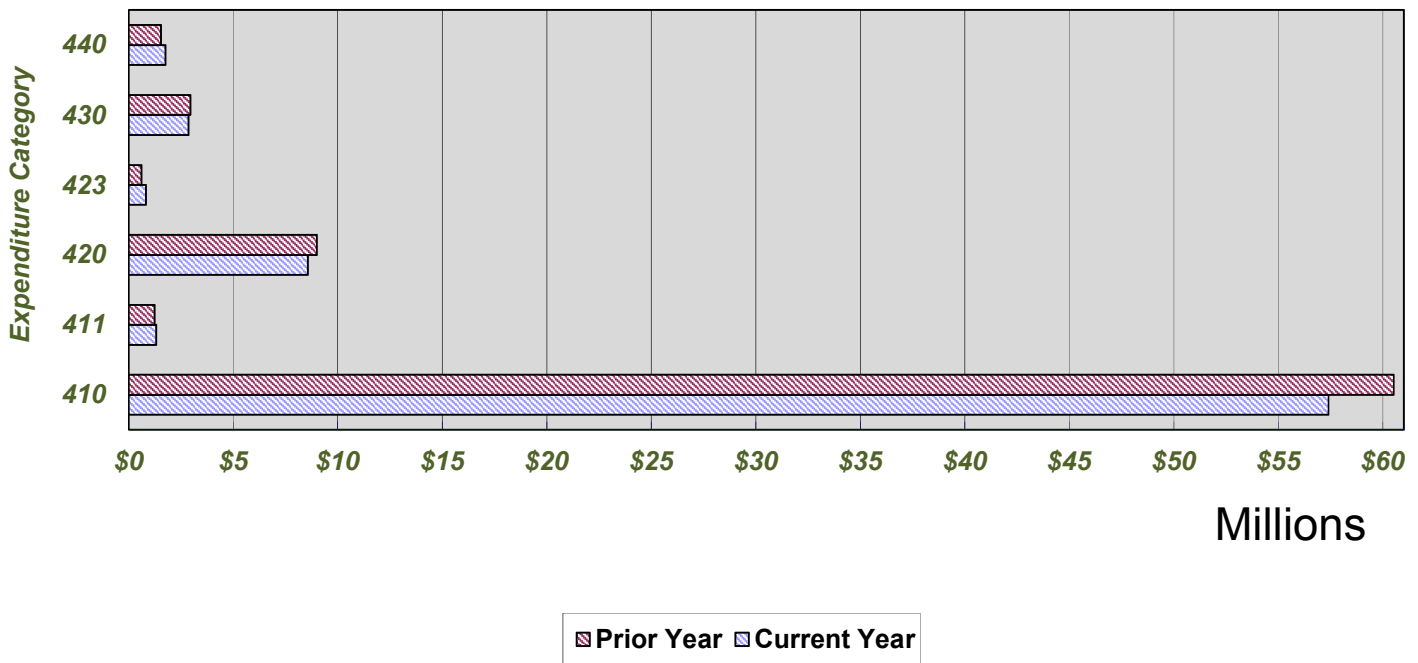


Summary Budget Expenditure Report
 July 31, 2021
 (83.29% of year has elapsed)

EXHIBIT 4 - ENTERPRISE FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	57,399,334	63.94%	60,525,052	63.30%	0.64%	(3,125,718)
411 NATURAL GAS	1,307,444	67.67%	1,239,845	59.97%	7.70%	67,599
420 WATER & SEWER	8,570,544	48.26%	9,005,192	56.80%	-8.54%	(434,648)
423 STORMWATER	832,435	42.52%	609,112	23.81%	18.71%	223,323
430 SANITATION	2,866,681	72.63%	2,945,998	67.24%	5.38%	(79,316)
440 GOLF COURSE	1,764,583	78.87%	1,538,548	76.10%	2.76%	226,034
TOTAL EXPENDITURES	\$ 72,741,020	61.85%	\$ 75,863,746	61.93%	-0.08%	\$ (3,122,726)

**ENTERPRISE FUND EXPENDITURES TO DATE
 CURRENT YEAR VS PRIOR YEAR**





Summary Budget Revenue Report

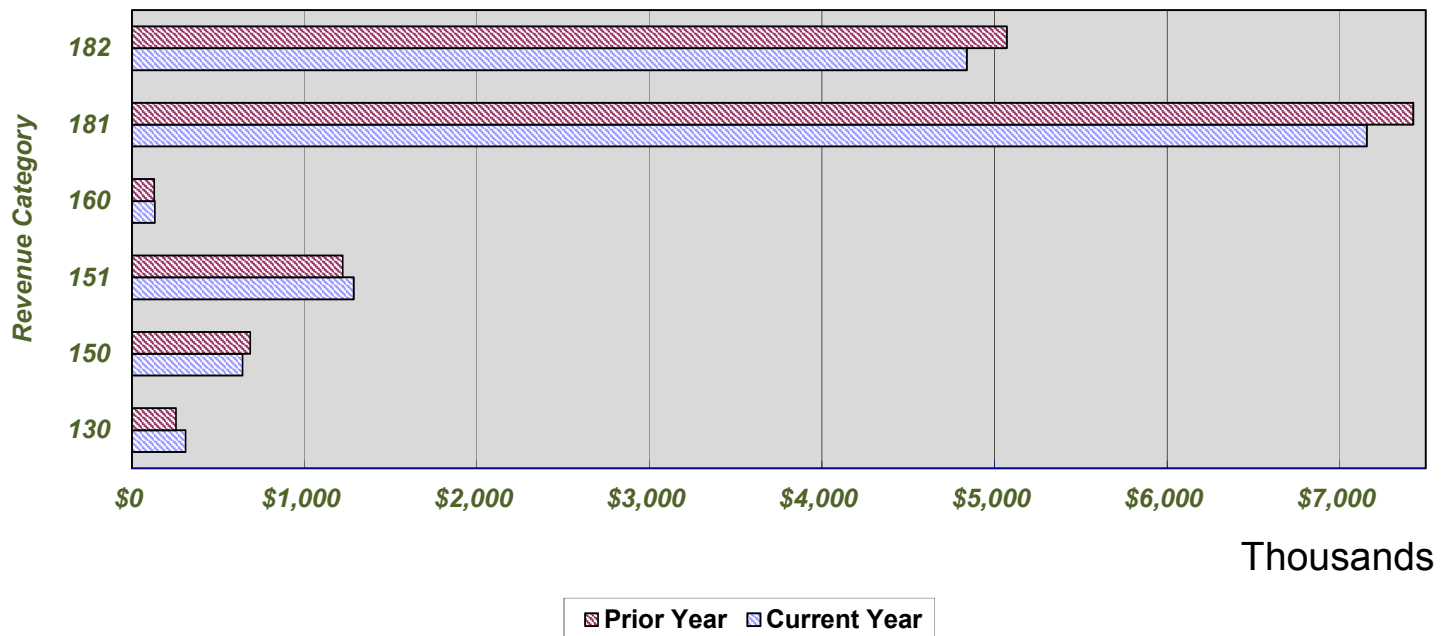
July 31, 2021

(83.29% of year has elapsed)

EXHIBIT 5 -SPECIAL REVENUE FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	311,854	76.62%	254,973	64.14%	12.47%	56,881
150 LOCAL OPTION GAS TAX	640,715	78.50%	685,763	83.30%	-4.80%	(45,048)
151 INFRASTRUCTURE SURTAX	1,285,042	93.09%	1,221,763	88.61%	4.48%	63,279
160 COMMUNITY DEV. BLK. GRANT	133,629	94.11%	130,190	94.34%	-0.24%	3,440
181 DOWNTOWN INCREMENT FUND	7,158,930	98.39%	7,427,985	106.06%	-7.67%	(269,055)
182 SOUTHEND INCREMENT FUND	4,838,828	185.34%	5,071,940	202.59%	-17.25%	(233,112)
TOTAL REVENUES	\$ 14,368,999	113.74%	\$ 14,792,615	120.81%	-7.06%	\$ (423,615)

SPECIAL REVENUE FUND REVENUES TO DATE CURRENT YEAR VS PRIOR YEAR





Summary Budget Expenditure Report
 July 31, 2021
 (83.29% of year has elapsed)

EXHIBIT 6 - SPECIAL REVENUE FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	52,075	26.50%	14,421	11.92%	14.59%	37,654
150 LOCAL OPTION GAS TAX	417,722	52.65%	384,643	48.24%	4.40%	33,079
151 INFRASTRUCTURE SURTAX	609,701	38.38%	4,195	1.26%	37.12%	605,507
160 COMMUNITY DEV. BLK. GRANT	133,629	94.11%	130,190	91.68%	2.42%	3,440
181 DOWNTOWN INCREMENT FUND	2,272,099	54.90%	4,845,295	57.81%	-2.91%	(2,573,196)
182 SOUTHEND INCREMENT FUND	468,608	13.64%	1,282,202	63.90%	-50.26%	(813,595)
TOTAL EXPENDITURES	\$ 3,953,834	38.41%	\$ 6,660,946	56.54%	-18.13%	\$ (2,707,111)

**SPECIAL REVENUE FUND EXPENDITURES TO DATE
 CURRENT YEAR VS PRIOR YEAR**

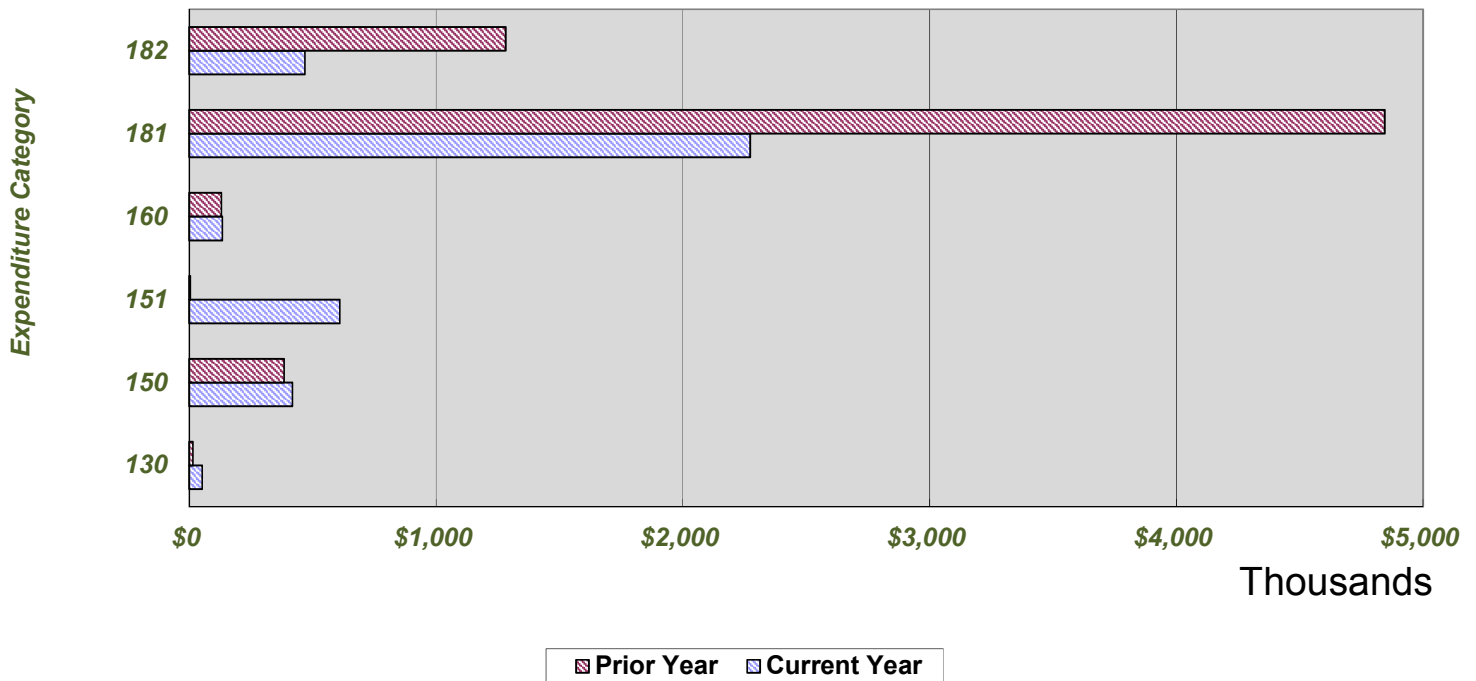


EXHIBIT 7 - SUMMARY REVENUES AND EXPENDITURES

Fund Name	Budgeted Revenues Fiscal Year 2021	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/ (Unfavorable)
001 General Fund	23,837,077	19,853,346	21,492,801	1,639,455
130 Convention Development Tax	407,036	339,011	311,854	(27,157)
150 Local Option Gas Tax	816,198	679,792	640,715	(39,077)
151 Infrastructure Surtax	1,380,373	1,149,681	1,285,042	135,362
160 Community Dev. Blk. Grant	142,000	118,268	133,629	15,361
181 Downtown Increment Fund	7,276,348	6,060,301	7,158,930	1,098,629
182 Southend Increment Fund	2,610,809	2,174,482	4,838,828	2,664,346
410 Electric Utility	82,822,581	68,980,999	63,695,463	(5,285,536)
411 Natural Gas Utility	2,237,909	1,863,902	1,669,169	(194,733)
420 Water & Sewer Utility	14,888,412	12,400,212	13,221,594	821,382
423 Storm Water Management	1,440,821	1,200,026	1,093,513	(106,513)
430 Sanitation Fund	3,565,983	2,970,024	2,992,187	22,163
440 Golf Course Fund	2,183,000	1,818,170	2,624,909	806,739
460 Leased Facilities Fund	782,624	651,829	681,930	30,101
500 Internal Service Funds	13,150,034	10,952,357	10,260,341	(692,016)
Total Revenues	\$ 157,541,205	\$ 131,212,401	\$ 132,100,907	\$ 888,506

Fund Name	Budgeted Expenditures Fiscal Year 2021	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/ (Unfavorable)
001 General Fund	24,591,304	20,481,524	18,254,661	2,226,864
130 Convention Development Tax	196,493	163,654	52,075	111,579
150 Local Option Gas Tax	793,439	660,837	417,722	243,115
151 Infrastructure Surtax	1,588,481	1,323,009	609,701	713,307
160 Community Dev. Blk. Grant	142,000	118,268	133,629	(15,361)
181 Downtown Increment Fund	4,138,949	3,447,234	2,272,099	1,175,136
182 Southend Increment Fund	3,434,838	2,860,796	468,608	2,392,189
410 Electric Utility	89,772,369	74,769,316	57,399,334	17,369,982
411 Natural Gas Utility	1,932,033	1,609,145	1,307,444	301,701
420 Water & Sewer Utility	17,757,828	14,790,081	8,570,544	6,219,538
423 Storm Water Management	1,957,873	1,630,667	832,435	798,232
430 Sanitation Fund	3,947,103	3,287,450	2,866,681	420,769
440 Golf Course Fund	2,237,408	1,863,485	1,764,583	98,902
460 Leased Facilities Fund	828,010	689,630	511,523	178,107
500 Internal Service Funds	13,296,697	11,074,509	9,102,850	1,971,659
Total Expenditures	\$ 166,614,824	\$ 138,769,607	\$ 104,563,889	\$ 34,205,718

Fund Name	Net Income (Loss)	Net Variance Favorable/ (Unfavorable)
001 General Fund	3,238,141	3,866,319
130 Convention Development Tax	259,779	84,423
150 Local Option Gas Tax	222,994	204,038
151 Infrastructure Surtax	675,341	848,669
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	4,886,831	2,273,765
182 Southend Increment Fund	4,370,220	5,056,535
410 Electric Utility	6,296,129	12,084,446
411 Natural Gas Utility	361,725	106,968
420 Water & Sewer Utility	4,651,050	7,040,920
423 Storm Water Management	261,078	691,719
430 Sanitation Fund	125,506	442,932
440 Golf Course Fund	860,326	905,641
460 Leased Facilities Fund	170,407	208,208
500 Internal Service Funds	1,157,490	1,279,642
Total	\$ 27,537,017	\$ 35,094,224



Cash and Investments by Fund

July 31, 2021

INVESTMENT HOLDER	TYPE	FACE AMOUNT	MARKET VALUE
Salem Mutual Fund	Portfolio	67,894,688	67,894,688
Sawgrass Asset Management	Portfolio	27,950,173	27,950,173
Wells Capital	Portfolio	19,536,224	19,536,224
JPMCB - Strategic Property Fund	Portfolio	5,431,232	5,431,232
TOTAL PENSION FUNDS 611, 612 and 613			\$120,812,316
TOTAL INVESTMENTS			\$120,812,316
State Board of Administration	Pool	22,147,496	22,147,496
Florida Trust	Pool	19,090,866	19,090,866
FMIT 0-2 Yr High Quality Bond Fund	Pool	12,684,482	12,684,482
Bank of America	Cash	32,370,255	32,370,255
Sawgrass Asset Management	Portfolio	44,771,410	44,771,410
Galliard Capital Management	Portfolio	42,713,224	42,713,224
Garcia Hamilton & Associates	Portfolio	42,533,212	42,533,212
TOTAL EQUITY IN POOLED CASH			\$216,310,944
Petty Cash	Cash	6,725	6,725
TOTAL CASH AND INVESTMENTS			\$337,129,986

Attorney Fees Paid During the Month

NAME	DESCRIPTION	FUNDING SOURCE	CHECK DATE	CHECK AMOUNT
Rogers Towers, P.A.	Employee Relations Advice	General Fund	07/01/21	1,163
Shepard, Smith, Kohlmyer & Hand, P.A.	Gen. Matters & Charter Review	General Fund	07/01/21	4,360
Sugarman & Susskind, P.A.	Monthly Retainer	Pension Funds	07/08/21	2,550
U.S. Legal Support Inc	Transcript of SLG Investments vs. COJB	General Fund	07/15/21	488
Lewis, Longman & Walker	Special Magistrate	General Fund	07/22/21	1,000
Bell & Roper, P.A.	SLG Invest., Malden HUD, Beach Marine, etc.	General Fund	07/30/21	1,615
Shepard, Smith, Kohlmyer & Hand, P.A.	Gen. Matters & Charter Review	General Fund	07/30/21	4,055
TOTAL ATTORNEY FEES				\$15,231

City of Jacksonville Beach.11 North Third Street.Jacksonville Beach, FL.32250

www.jacksonvillebeach.org



Cash and Investments by Type Fiscal Year to Date July 31, 2021

Type of Investment	Beginning Balance 10/1/2020	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	Ending Balance 7/31/21	Weighted Net Return*
State Pooled Investment Fund	17,122,886	24,610	0	0	0	24,610	5,000,000	22,147,496	0.01%
Money Market: Goldman Sachs Treasury	16,772	307	0	0	(316)	(9)	(16,763)	0	0.00%
U.S. Treasury Stripped Coupons	3,148,000	0	0	0	0	0	(3,148,000)	0	0.00%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	12,680,314	4,167	0	0	0	4,167	0	12,684,482	0.00%
Sawgrass Asset Management	44,820,104	728,271	235,145	(942,242)	(69,868)	(48,695)	(0)	44,771,410	-0.02%
Galliard Capital Management	41,306,059	533,709	54,563	(580,305)	(83,183)	(75,216)	1,482,381	42,713,224	-0.04%
Garcia Hamilton & Associates	40,665,947	158,072	276,436	(167,929)	(81,696)	184,883	1,682,382	42,533,212	0.09%
Florida Trust	19,078,497	12,370	0	0	0	12,370	(0)	19,090,866	0.01%
Operating Cash: Bank of America	18,447,549	50,561	0	0	(121,120)	(70,559)	13,993,264	32,370,255	-0.04%
Petty Cash	6,525	0	0	0	0	0	200	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	197,292,653	1,512,067	566,145	(1,690,476)	(356,184)	31,551	18,993,465	216,317,669	0.02%
Pension: Salem Mutual Fund	49,899,536	1,794,896	1,024,813	12,775,444	0	15,595,152	2,400,000	67,894,688	17.15%
Pension: Sawgrass Asset Mgt	28,105,925	440,284	(91,553)	(432,815)	(71,667)	(155,752)	(0)	27,950,173	-0.13%
Pension: Wells Capital	18,047,693	48,275	3,677,954	1,375,172	(112,869)	4,988,531	(3,500,000)	19,536,224	4.95%
Pension: JPMCB - Strategic Property Fund	5,119,775	0	0	311,457	0	311,457	(0)	5,431,232	0.27%
TOTAL PENSION INVESTMENTS	101,172,928	2,283,454	4,611,213	14,029,258	(184,536)	20,739,389	(1,100,000)	120,812,316	20.61%
TOTAL CASH AND INVESTMENTS	\$298,465,581	\$3,795,521	\$5,177,358	\$12,338,781	(\$540,720)	\$20,770,940	\$17,893,465	\$337,129,986	

*Fiscal year to date



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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	07/16/2021
SUBJECT:	RFP Number 02-2021 Fleet Maintenance Services

BACKGROUND

This contract covers the repair and maintenance for the City's vehicle and equipment fleet. There are 278 units in the entire fleet. The Contractor operates from the City's vehicle maintenance garage at the Operations & Maintenance Facility. The contract term is five years with the City Manager having the authority to renew the contract for one additional year. The current contract expires in September 2021.

Requests for proposals were mailed to 10 prospective vendors and we received responses from three service providers: Duval Ford; Vector Fleet Management; and First Vehicle Services. An evaluation committee representing the Police Department, Beaches Energy Services, and Public Works evaluated the proposals based on project approach and staffing (20%); qualifications and experience (30%); references (30%); and pricing (20%).

VENDOR	C1	C2	C3	C4	TOTAL RANK	CONTRACT PRICE	
Duval Motor Company, dba Duval Ford	13.33	23.33	21.67	10	68.33	3	\$1,036,000.00
First Vehicle Services, Inc.	20	30	30	20	100	1	\$453,048.76
Vector Fleet Management	16.67	30	28.33	18.33	93.33	2	\$458,695.00
Evaluation Criteria: (C1) project approach and staffing, (C2) qualifications and experience, (C3) references, and (C4) and pricing.							

The contract is currently performed by First Vehicle Services, Inc., who has consistently maintained high ratings throughout the contract term. Due to past performance, lower contract costs, and no disruption to service or transition costs, staff recommends the contract be awarded to First Vehicle Services.

FINANCIAL IMPACT

Funding for this contract is budgeted in each department's repair and maintenance account for vehicles and equipment. The proposed FY2022 budget for Fleet Maintenance is sufficient to cover the new contract. Future budgets will reflect an annual contract rate adjustment based on the Consumer Price Index (published by the United States Department of Labor, Bureau of Labor Statistics, Motor Vehicle Maintenance).



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REQUESTED ACTION

Award/Reject RFP Number 02-2021 to First Vehicle Services, Inc., for Fleet Maintenance Services

ATTACHMENTS

1. Notice of Intent to Award Notification
2. RFP 02-2021 Fleet Management & Vehicle Maintenance Services

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

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 SUBMIT RFP FOR APPROVAL AND AWARD BY CITY COUNCIL

Date: June 29, 2021
From: Luis F. Flores, Property and Procurement Officer
RE: **RFP No. 02-2021**

Recommendation will be presented to the City Manager for:

RFP Number: 02-2021
Title: Fleet Management & Vehicle Maintenance Services

Award to: ***First Vehicle Services, Inc.***

Attached is the 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 Submit RFP for Approval and Award By City Council from the Property and Procurement Officer.

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

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



Criteria 1 - Project Approach and Staffing (20 Points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Duval Motor Company dba Duval Ford	10	15	15	13.33333333
First Vehicle Services, Inc.	20	20	20	20
Vector Fleet Management	15	20	15	16.66666667

Criteria 2 - Qualifications and Experience (30 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Duval Motor Company dba Duval Ford	25	25	20	23.33333333
First Vehicle Services, Inc.	30	30	30	30
Vector Fleet Management	30	30	30	30

Criteria - 3 References (30 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Duval Motor Company dba Duval Ford	25	20	20	21.66666667
First Vehicle Services, Inc.	30	30	30	30
Vector Fleet Management	30	25	30	28.33333333

Criteria - 4 Price Proposal (20 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Duval Motor Company dba Duval Ford	15	5	10	10
First Vehicle Services, Inc.	20	20	20	20
Vector Fleet Management	20	20	15	18.33333333

VENDOR	SCORE	Rank
Duval Motor Company dba Duval Ford	68.33333333	3
First Vehicle Services, Inc.	100	1
Vector Fleet Management	93.33333333	2



City of Jacksonville Beach

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



REQUEST FOR PROPOSALS

RFP Number:	02-2021
RFP Title:	Fleet Management & Vehicle Maintenance Services

Submittal Deadline	
Day:	Wednesday
Date:	June 9, 2021
Time:	2:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

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

RFP Advertised	12-May-2021
Deadline to Submit Questions	28-May-2021
Addendum (if necessary) Issued	2-June-2021
Submission Deadline	9-June-2021
RFP Opened	9-June-2021

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SECTION A: OVERVIEW

SECTION A: OVERVIEW

1. PURPOSE:

The City of Jacksonville Beach is seeking competitive sealed proposals from interested and qualified fleet service providers to provide management, maintenance and repair of its vehicle and equipment fleet. The City's ongoing objective is to improve the performance of its fleet, reduce cost and fleet downtime, while improving fleet reliability and functionality, through enhanced fleet maintenance practices.

The City desires to enter into an agreement that will provide the best value to the City and that will form the basis of a partnership between the service provider and the City for the achievement of the City's long term objectives.

2. RFP DUE DATE: 2:00 PM WEDNESDAY JUNE 9, 2021

Subject to the terms and conditions specified in this **Request for Proposals (RFP)**, proposals will be received until **2:00 P.M., Wednesday, June 9, 2021**, then, opened publicly by the Property and Procurement Division, 1460A Shetter Avenue, 1st Floor, Jacksonville Beach, Florida 32250.

3. QUESTIONS AND REQUESTS FOR CLARIFICATION:

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at Purchasing@jaxbchfl.net no later than **Friday, May 28, 2021**. Interpretation will be in the form of an addendum and will be published on the RFP section of the City's website.

4. ELIGIBILITY

Responses will only be considered from firms which are regularly engaged in the business of providing fleet management and vehicle maintenance services, and who have verifiable evidence of a consistent satisfactory record of performance. Respondents shall provide references for a minimum of three (3) "similar" projects on the provided form(s).

5. CONTRACT TERM

The City is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the selected firm(s) shall be awarded a contract term for five (5) years with a 1 year extension available.

6. CONTRACT AWARD:

The City reserves the right to enter into a contract with the selected firm(s) that the City deems to offer the best overall qualifications and experience. In addition, the City Manager, as the City's representative, in his sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with

either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

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

7. SUBMITTAL REQUIREMENTS:

Submit completed package **one (1)** original plus **four (4)** copies and **one (1)** USB thumb drive in one sealed envelope. Packages received without the requested information or quantities may be rejected.

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

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

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

SECTION B: GENERAL PROVISIONS

SECTION B: GENERAL PROVISIONS

1. INSTRUCTIONS TO RESPONDENTS:

- **Technical Provisions** that are **explicit** to this particular **Request for Proposals Number 02-2021** are found in **SECTION C**, which begins on **page 20**.
- **The Minimal Proposal Package shall consist of the following:**

Form 1: Proposal Tender Form
Form 2: RFP Award Notice
Form 3: Required Disclosure
Form 4: Drug-Free Workplace Compliance
Form 5: Non-Collusion Affidavit
Form 6: Non-Bankruptcy Affidavit
Form 7: Project Approach & Staffing
Form 8: Qualifications & Experience
Form 9: References

All forms must be completely filled out, appropriately executed and submitted as part of the proposal package. These start on **page 46**.

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

2. TERMS AND CONDITIONS:

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

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

F. Award.

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

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

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

3. ADDITIONAL INFORMATION:

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

4. ADDENDA TO THE RFP:

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

5. USE OF PROPOSAL RESPONSE FORMS:

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

these forms.

6. DEVIATIONS FROM REQUESTED PLAN:

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

7. CONFLICT WITH SPECIMEN CONTRACTS:

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

8. ERRORS IN SUBMITTALS:

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

9. LEGAL AND REGULATORY COMPLIANCE:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK, CITY OF JACKSONVILLE BEACH, 11 N. 3RD STREET, JACKSONVILLE BEACH, FLORIDA 32250, OFFICE: (904) 247-6299, email address CityClerk@jaxbchfl.net.

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

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

chapter or as otherwise provided by law.

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

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

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

11. WAIVER/REJECTION OF REPONSES:

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

12. AUTHORIZED OFFER:

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

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

13. EVALUATION OF RESPONSES:

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

14. PUBLIC ENTITY CRIMES STATEMENT:

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

15. CONFLICT OF INTEREST CERTIFICATE:

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

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

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

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

16. DISCRIMINATION CLAUSE:

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

17. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY:

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

18. INSURANCE REQUIREMENTS:

18. (A) GENERAL INSURANCE PROVISIONS

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

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

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

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

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

INSURED

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

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

18. (C) COVERAGE REQUIREMENTS:

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

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

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

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

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

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

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

Commercial General Liability in Occurrence Form.

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

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

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

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

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

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

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

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

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

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

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

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

Excess or Umbrella Liability Coverage.

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

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

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following

completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

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

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

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

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

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

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

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

19. PERFORMANCE AND PAYMENT BONDS:

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

The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent

defects in materials or improper performance of work under contract, which may appear or be discovered during that period.

20. BANKRUPTCY:

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

21. NONEXCLUSIVE:

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

22. DRUG FREE WORKPLACE COMPLIANCE FORM:

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

23. WARRANTY:

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

24. PROTEST:

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

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

25. FRAUD AND MISREPRESENTATION:

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

26. OMISSIONS IN SPECIFICATIONS:

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

27. FORCE MAJEURE:

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

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

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

28. PROPOSAL AWARD NOTICE FORM:

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

29. INDEMNIFICATION:

The firm, without exception, shall indemnify and hold harmless the City of Jacksonville Beach, its officers, agents, and employees from any and all liability of any nature and kind including

costs and expenses for, or on account of, any copyrighted materials, patented or unpatented invention processes, or article manufactured or used in relation to this RFP. If the firm uses any design, device, or material covered by letters-of-patent or copyright, it is mutually agreed and understood, without exception, that the fees charged by the firm shall include all royalties or costs arising from the use of such design, device, or material.

30. RFP IS NOT A BID:

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

SECTION C:

TECHNICAL PROVISIONS

SECTION C: TECHNICAL PROVISIONS

1. SCOPE OF SERVICES:

The Contractor shall provide preventive maintenance, remedial repairs, overhaul, emergency road service, mobile service, motor pool operations, fleet management, and such other closely allied services as may be required to assure the continuity of effective and economical operation of the City of Jacksonville Beach, Florida vehicles and equipment as stated in the **Appendix** of the RFP. Work is to be performed in the Government-owned facilities which shall be leased for \$1.00 to the Contractor for use while the Contract is in effect. Such leased capital shall remain the property of the City of Jacksonville Beach.

The Contractor shall furnish supervision, labor, tools, equipment, parts, and supplies in order to maintain the fleet in a state of repair and service consistent with accepted fleet practices. In addition, the Contractor shall provide and maintain a computerized permanent record system for each vehicle and vehicle category in order to provide a basis for optimum fleet management.

2. REPAIRS AND PREVENTATIVE MAINTENANCE PROGRAM:

Specific repairs shall be made as required, limiting the nature and extent of repairs to that recognized as good fleet management practices, i.e., consistent with age, mileage, and cost to repair criteria. Repairs estimated to exceed \$1,000.00 shall be individually approved by the Property and Procurement Officer or its designee.

Repairs and preventative maintenance shall adhere to a priority schedule as approved by the City to ensure the availability of essential equipment.

Preventative maintenance programs, to achieve optimum results, will vary from category to category and within categories. Therefore, the work performed shall be generally as follows, but subject to change as required:

Vehicle Maintenance Schedule

Unscheduled Maintenance	Check vehicle air in tires, battery, fluid levels, windshield wipers, etc.
6 months, 6,000 miles or accepted fleet practices	Lubricate, change oil and oil filter, check air and gas filter; tires, lights, cooling system, clutch, battery, transmission, brakes, hoses, etc., visual inspection, repair discrepancies and road test.
One year, 10,000 miles or accepted fleet practices	Major tune-up, includes specific repairs required for good fleet management and includes replacement of spark plugs; check compression, valves, emission controls, transmission, fuel inspection system, joints, PCV, change gas filters, and road test.

Vehicle maintenance is to be performed generally in accordance with manufacturer's recommendations with modifications by the Contractor, and as approved by the Property and Procurement Officer.

The timely performance of preventive maintenance is incumbent on the Contractor for all fleet vehicles and as such is made a specific requirement of this Contract.

Notification of Preventive Maintenance (PM) Due - It is incumbent upon the Contractor to schedule, notify, and perform the required maintenance without initiation by any other authority. In this regard, certain City agencies such as Police, pursue an internally enforced PM schedule. This circumstance does not relieve the Contractor of its obligation to assure that PM is performed in a timely manner for all City vehicles for all agencies involved in this program.

When a vehicle user fails to respond to the second notification to deliver their vehicle for maintenance services, the Contractor shall notify the Property and Procurement Officer in writing of the vehicle and agency involved. The assignee's name, if known, shall also be furnished.

It shall also be the duty of the Contractor to advise the Property and Procurement Officer or his designee in writing whenever a vehicle is discovered to show abuse by the user in excess of fair normal wear and tear.

Emergency Road Service - The Contractor shall make provisions to handle emergency road service calls. They shall also provide towing service for all City vehicles. During the normal working hours of an eight hour day, both emergency calls and towing shall receive immediate response. After normal working hours, this service shall be handled by 24 hour standby personnel. In no instance will the Contractor fail to have persons on duty to handle vehicle breakdowns swiftly and expediently.

Mobile Service – For equipment which cannot be brought into the designated facilities, provisions will be made by the City to provide one or more mobile service vehicles to go on location to service specialized heavy equipment.

Parking - The Contractor shall provide sufficient parking to handle a normal amount of vehicles awaiting service.

Supplies, Parts, and Contract Work - The Contractor shall furnish all parts, accessories, and supplies required for the conduct of the work, with the exception of certain select items which the City may elect to furnish. They shall arrange for and manage the conduct of outside repairs (i.e., heavy equipment, engine rebuild, radiator repair, etc.) which cannot be performed economically in-house; and shall be responsible for a continuing review of the work for specific outside repairs in lieu of performing such work in-house.

Field Servicing - Some special equipment will require servicing in the field. Emergency breakdowns will also require on-the-spot repairs. The Contractor shall provide portable equipment to accomplish such work.

In-shop Servicing - The City shall provide the building, utilities, and telephone. The Contractor shall provide all other tools, equipment, personnel, etc., necessary for the performance of all work required and the security of all vehicles and property concerned. All capital facilities and equipment leased to the Contractor by the City shall be maintained and protected by the Contractor. The City will be responsible for performing repairs of a structural nature, for maintaining the exteriors of the premises (including having, underground plumbing, and electrical services) and or replacing as necessary all mechanical, electrical, air conditioning, and plumbing or equipment. The proposed work locations are subject to change in the event that the City elects to pursue other facilities.

3. OTHER SERVICES AND RESPONSIBILITIES:

Subcontractors - The Contractor may make use of subcontractors on a limited prior-approval basis. These may include body work and painting, glass replacement, transmission sealing and repair, radiator work, and such other subcontracted work as may best serve to result in minimum cost to the City. Such decision shall be periodically and formally reviewed by the Contractor and Property and Procurement Officer to assure that the in-house service or outside service decision is still justified.

A list of subcontractors shall be selected by the Contractor on a competitive quote basis, if appropriate, and submitted for approval by the Property and Procurement Officer or it's designee. All paperwork, invoicing, quality control, and vehicle movement will be the responsibility of the Contractor. Subcontract invoices will be accepted solely by the Contractor.

Other-required Services - The Contractor will also be held responsible for the following:

- a. Security of City assets in its keeping.
- b. Administration of all outside repairs, i.e., collision, painting, etc.,
- c. New car prep and decommissioning, etc.
- d. Priority repair of critical vehicles to be determined by the Property and Procurement Officer.
- e. Records.
- f. Preventive maintenance program, including safety inspections.
- g. Lubrication and chassis maintenance of fire apparatus.
- h. Wrecker, crane service, etc.
- i. Emergency road repair.
- j. Small motor pool at work site.
- k. Monthly management report(s).
- l. Vehicle retirement - replacement program.
- m. Other services within the scope of vehicle maintenance and management, i.e., tire mounting, wheel balancing, support of technical investigations, data processing input, and vehicle self-serve fueling operations including gasoline, diesel and propane (if required), etc.

Supplementary Services - In addition to the specific services outlined above, the Contractor shall be responsible for the implementation of the following activities:

- a. Exhaust emission measurement and correction.
- b. On-the-job training for mechanics.
- c. Mechanic certification program.
- d. Assistance in administering the program of permanently assigned vehicles.
- e. Cost savings recommendations.
- f. Administration of all leased vehicles.

4. GENERAL PROVISIONS:

The Property and Procurement Officer will have access at all reasonable times to all Contractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description, pertaining to work under contract for the purpose of auditing and verifying costs of work and upon prior notice to the Contractor's general manager.

5. RECORDS AND REPORTS:

Contractor shall establish and maintain records on repairs and servicing for each vehicle. This information shall be consolidated into a monthly report to be furnished not later than the fifteenth (15th) calendar day of the month following the reporting period. The information shall be compatible with record systems currently used by the City and shall include but not be limited to the following:

- a. Maintenance cost for month reported by chart of accounts;
- b. Total maintenance cost to date reported by chart of accounts;
- c. Number of shop orders;
- d. Number of field service calls;
- e. Number of vehicles PM'd, etc.;
- f. Downtime percentage;
- g. Complete report of feedback from a Critique Card Program for each vehicle serviced;
- h. Parts costs;
- i. Outside service costs;
- j. List of vehicles in fleet;
- k. Average Maintenance costs per vehicle per year.

In addition, Contractor must maintain a complete file on service manual, lubrication charts, and such other pertinent information needed to properly service and repair the City fleet. All records shall become the property of City of Jacksonville Beach, Florida.

General - To assure that both the Contractor and the City have an accurate up-to-date record of

maintenance and repairs on each City vehicle and for billing on these vehicles received for interagency cross-servicing, the successful Contractor shall establish and maintain the below-listed records 5.1 through 5.10. These are to be considered minimal for the system.

5.1.History Folder - A history folder shall be provided for each City vehicle. This folder shall serve to keep all work orders in the same location; as "information-at-a-glance" to see if a vehicle is constantly being returned for the same repairs; and if the vehicle is due for PM service. Pertinent data shall also be kept in the history folder, such as year, model and make of vehicle, and serial numbers. All invoices shall be listed on the jacket in order of repairs. This information will be entered on the outside of the jacket to assist the Contractor and Property and Procurement Officer.

5.2.Preventive Maintenance Schedule - The Contractor shall provide a PM schedule. This schedule shall be performed at stated intervals. In order to perform the PM properly, the Contractor shall provide appropriate inspection forms for each level of service. Each form will be used by the Contractor on each vehicle at the specified intervals. The inspection forms must be filled out by the mechanic doing the PM and kept along with the repair order for that vehicle in the history folder. This form shall serve as a guide to the mechanic, and also as an information sheet for the supervisor, describing repairs which are not completed due to parts, having to be ordered or the time element needed to do the job. All PM forms must be completed and kept on file by the Contractor.

5.3.Repair Orders - A repair order must be written for each vehicle worked on by the Contractor. Jobs requiring rework must be so designated on the tickets. An accurate record of time and materials as well as job description shall be recorded on the repair order. Provisions shall be made on the repair order so that the mechanic punches it in and out on each job. Each repair order shall have spaces to separately list parts, batteries, tires, subcontracted work, oils fluids, and labor. A space shall be provided for car number, license number, serial number, date in, date out, agency, mileage, signature of driver, and initials of foreman. Repair orders will be sequentially numbered. Each repair order must be kept in sequence and accounted for. Repair orders must be at least in triplicate form: one copy is required for the department, one for the City and one for the Contractor. The Contractor's copy must be kept at the facility in the vehicle history folder.

5.4.Daily Log - A daily log shall be kept by the Contractor at each facility and furnished to the Property and Procurement Officer or it's designee upon request. This will serve to control repair orders as well as an information sheet for the foreman as to the disposition of each vehicle that is brought in each day. This log should have spaces for information, such as car number, department, description of work to be performed, mechanic assigned final disposition at the end of the day finished, held over, etc. Each day a new log shall be used with the previous log being filed.

5.5.Time Cards - Time cards or other appropriate time records, shall be provided to the City by the Contractor for all hourly employees upon the request of the Property and Procurement Officer or it's designee. The Contractor shall see to it that the cards are kept in order and that each person punches his or her own card. These cards must be kept at each facility along with payroll records.

5.6.Payroll Time Sheets - The Contractor shall provide payroll time sheets for all employees at each facility. The records shall be in two separate forms; one form for hourly employees, while the other is for salaried. These records must be kept in accordance with all City, State, and Government regulations.

5.7.Transmittals - Daily transmittals must be kept by the Contractor for all expenses incurred other than payroll. A preferred system will provide a series of codes which instantly identify

expenditures for parts, equipment, labor, etc. This form should be developed by the Contractor and approved by the City. Expenditures shall be submitted to the Contractor's home office for payment or paid out by the Contractor's home office for payment or paid out by the Contractor directly. A provision shall also be made to treat cash payments in the same way. These expenditures must comply with the State mandated chart of accounts.

5.8. Miscellaneous Records - Other records and forms may be utilized by the Contractor as deemed necessary. These forms as well as all of the above-listed shall be submitted to the City for review and approval.

5.9. Operating Statement - Each month the Contractor shall prepare an operating statement. This statement should reflect all costs for the month broken down by line item chart of accounts. This statement will be reviewed by the City each month to determine the amount of maintenance and repairs performed and what the cost is to the Contractor to supply that service. The format for the statement will be jointly developed between the City and the Contractor.

In each instance, the Contractor shall assume responsibility for maintaining all records and reports. The City reserves the right to inspect the records of the Contractor to determine if the Contractor is abiding by the record keeping and reporting aspect of the Contract and for such other purposes as may be required.

5.10. Electronic Records - The Contractor shall develop, implement and maintain software for an electronic records keeping and reporting system for all services being contracted. The information system shall provide records for all repairs and servicing activities performed for each vehicle or piece of equipment and be capable of itemizing costs by individual City departments and divisions.

6. STAFFING PROVISIONS:

6.1. General - The rationale underlining the City's election to seek a single Contractor for the conduct of fleet maintenance and management is that the Contractor will be required to provide the expertise to run such a program efficiently as well as economically.

Accordingly, the Contractor shall have the responsibility for selecting personnel for the services to be provided hereunder, and the City will respect such selection to the maximum extent. The City, however, retains the right to approve the Contractor's key on-site management personnel.

6.2. Staffing Changes - After initial staffing, as identified by the Contractor in response to this Request for Proposal, the addition or reduction of personnel shall be subject to the approval of the City Manager or his/her designee; provided, however, that the Contractor shall have the right to select the specific employees involved in such addition or reduction.

6.3. Benefits Program - The Contractor's conventional employee benefit program may be utilized and may include hospitalization and insurance. Only unusual high-cost benefit programs, which may affect the cost of the overall program to the City, will require prior approval by the City.

6.4. City Benefits - The Contractor's employees shall not claim any City or State rights or benefits as a condition of the Contractor's performances of the Contract. The Contractor will have no liability or obligation of any kind for any claims arising under any City or State Benefit

program previously applicable to any City fleet maintenance employee terminated by the City.

7. COSTING METHODOLOGY:

The Contractor shall detail on the accompanying quotation forms his projected annual monetary requirement to maintain and manage the specified vehicle fleet. This amount shall be defined as the Contractor's operating "target" which shall include the elements of costs relating to the work to be performed under this Contract, including direct costs, overhead (such as insurance and bond premiums) and fee (profit) and all other direct or indirect costs of operations.

The contract price may be adjusted during the course of the agreement based upon the criteria set forth in Section 9. Significant additions or deletions to the fleet size (at least 5%) or other contract amendment may result in upward or downward adjustment in contract price. It is understood that the vehicle list contained in the **Appendix** was the best available information as of May 2021, and that the actual vehicles to be maintained may vary at the time of implementation of this Contract. Additions or deletions will be provided in writing by the Property and Procurement Officer or his/her designee.

7.1. Cost Incentive - In addition to the Contractor's cost and fee, the Contractor shall receive thirty percent (30%) of any annual savings to the City. Annual savings shall be defined as the difference between a lower annual cost to the City and the contract price set forth in the quotation. All costs incurred in excess of the contract price shall be borne totally by the Contractor.

7.2. Additional Fees - In addition to the foregoing labor cost plus fee, the City proposes to reimburse the Contractor for the cost of rental equipment for which the Contractor has been given prior written approval.

7.3. Costing General - Upon completion of each monthly accounting period, the Contractor shall provide the City with an invoice representing eighty percent (80%) of the estimated costs for the next monthly billing period. Within fifteen (15) days from the completion of each monthly accounting period, the Contractor shall provide the City with an Operating Statement reflecting all costs incurred during this period. A final invoice shall accompany the operating statement reflecting the actual costs, less the previously submitted eighty (80%) estimated invoice and the City shall reimburse the Contractor within fifteen (15) days from the day of receipt of invoice.

8. AUDITING PROCEDURES:

The City authorized representatives shall have access, at all reasonable times, to all Contractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to work under this contract for the purpose of auditing and verifying costs of work and upon prior notice to the Contractor's project manager. The City representatives shall have the right to reproduce any of the documents pertaining to City vehicles until such vehicles are eliminated from the City's fleet.

The extent and character of the work to be done by the Contractor shall be subject to the general control and approval of the City Manager or his authorized representatives. The Contractor will

not comply with requests and/or orders issued by other than the Property and Procurement Officer or his/her designee acting within their authority for the City.

9. INVOICING AND PAYMENT:

9.1.Adjustments to Provide for Change - Beginning on the anniversary date of the second year of the Contract, the contract price shall be increased or decreased by a percentage amount as reflected in the Consumer Price Index (CPI), published by the United States Department of Labor, Bureau of Labor Statistics, Motor Vehicle Maintenance. CPI Series Report ID CUUS0000SETD, Motor vehicle maintenance and repair in U.S. city average, all urban consumers, not seasonally adjusted, as may be updated, revised, changed or superseded from time to time. All rates are subject to approval by the City Manager.

9.2.Factors to Measure Changes in the Size of the Fleet - The Contract payment may be adjusted to correspond with significant additions or deletions to the fleet size as set forth in the agreement. For each vehicle above the allowable 5% increase in fleet size, the Contractor shall be entitled to an increase equal to one-half the existing prorated vehicle unit cost.

9.3.Unusual Changes or Costs - The Contractor may petition the City for rate adjustments at reasonable times on the basis of unusual changes in cost of doing business. For purposes of this section, "unusual changes" shall mean items not covered by this agreement which occur through no fault of the Contractor. The term shall not include price increases arising in the ordinary course of business. The total cost for such service shall be based on rates jointly agreed to by the City Manager or his/her designee and the Contractor must notify the City at least thirty (30) days prior to any projected cost overrun of the "contract" price. Such notice shall be in writing and mailed return receipt requested.

10. COMMENCEMENT OF WORK:

The Contractor must commence operations within 10 days after Notice to Proceed.

11. EQUIPMENT:

11.1. Amount - The Contractor shall provide sufficient equipment in proper operating condition so that regular maintenance schedules may be maintained. It is the intent of the Contract to provide for "total maintenance" of all vehicles and equipment listed in the **Appendix** of the RFP proposal with the exception of any exclusions specifically listed in the Contract, any equipment sold or purchased by the Contractor must receive prior approval by the City.

11.2. Title of Equipment - It is agreed that any equipment with an original cost in excess of one thousand dollars and 00/100 (\$1,000.00) and a life expectancy greater than one (1) year purchased by the Contractor will be charged as a direct cost of operation through depreciation expense. However, the Contractor shall be totally responsible for purchase, security, and maintenance of such equipment. It is furthermore agreed that after such time as this equipment is fully depreciated, title to that equipment will pass to the City. This equipment will be amortized over a five (5) year period on a straight line basis. All City and Contractor owned

equipment shall be maintained and secured by the Contractor while in the Contractor's use.

11.3. Purchase of Equipment from Contractor at Termination of the Contract - Upon expiration of or termination of this Contract, the Contractor agrees to sell the City, and the City, at its option, may purchase, all or any portion of the equipment owned and used by the Contractor in the execution of this Contract. The Contractor agrees to accept from the City as the purchase price for this equipment the amount paid by the Contractor for the equipment less depreciation as follows:

For used equipment purchased by the Contractor, the depreciation shall be at the rate of one and one-half percent (1 ½%) of the purchase price per month computed from the date of purchase of such equipment by the Contractor.

For new and unused equipment purchased by the Contractor, the depreciation shall be computed from the date of purchase of such equipment and shall be based on the purchase price of said equipment. During the first twenty-four (24) months, depreciation shall be at the rate of two percent (2%) per month. During the duration of the Contract, the depreciation shall be at the rate of one and one-half percent (1 ½%) per month.

The Contractor shall furnish the City a written report in such form as is approved by the City Manager or his/her designee certifying the description, serial and other numbers, cost, and date of purchase of any equipment purchased. The Contractor shall also furnish written reports in like manner of the equipment traded or otherwise disposed of.

For the purpose of computing depreciation, equipment purchased after and including the fifteenth (15th) day of any calendar month will be considered as having been purchased on the first (1st) day of the following month.

12. WORKING CONDITIONS:

12.1. Compliance With State, Federal, and Local Law – The Contractor shall comply with all applicable local, State, and Federal Laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now and hereafter in effect.

12.2. Fair Labor Standards Act - The Contractor is required and hereby agrees by execution of this Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changed from time to time.

12.3. Other Employee Benefits – Amounts of vacation leave, sick leave, holiday pay leave, other fringe benefits, shelter and accommodations for workers, and related matters shall be as submitted with the Contractor's Proposal documents. Conditions of employment shall be published and conspicuously posted so all employees may be informed. The Contractor shall

furnish reasonable safety equipment, where applicable.

12.4. Criminal Records – No person convicted of a felony within two (2) years prior to employment shall be employed by the Contractor.

12.5. Hours of Operation – Unless otherwise directed, the Contractor shall operate repair facilities on an as needed basis to meet demands of the City, providing such staffing as will maintain the work flow with minimum work force. The daily period will begin no later than 7:00 a.m. to coordinate with other City schedules and at such other times as reasonably required to insure an adequate number of operational vehicles.

12.6. Holidays – No Holidays may be observed by the Contractor which do not confirm to the City designated holiday schedule. Emergency service shall be provided on holidays.

12.7. Emergency Situations – During storms, hurricanes, etc. emergency service shall be provided to the City.

SECTION D:

CONTRACT TERMS

The City and Contractor, for the consideration stated herein, agree as follows:

Section 1 DEFINITIONS

1.1 City - shall mean City of Jacksonville Beach, Florida a political subdivision of the State of Florida, acting through its City Manager.

1.2 Contractor - shall mean the individual, partnership, or corporation who or which agrees, for a stipulated sum, to perform the work or service, or to furnish materials or equipment, or both, as set forth in this Contract.

1.3 Surety - shall mean the party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract.

1.4 Performance Bond - shall mean the form of security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

1.5 Contracting Officer - shall mean the duly designated official to represent the City of Jacksonville Beach, Florida.

1.6 Vehicles - shall mean all types of equipment currently maintained by the City of Jacksonville Beach Property and Procurement Division and contained in the **Appendix**.

Section 2 CONTRACTOR'S RELATION TO CITY

2.1 Contractor as Independent Contractor - It is expressly agreed and understood that the Contractor is in all respects and independent Contractor as to the work, however, in certain respects the Contractor is bound to follow the directions of the City Manager or its designee and that the Contractor is in no respect an agent, servant, or employee of the City. This Contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in the Contract.

2.2 Subletting Contract - The Contract, or any portion thereof, shall not be sublet or assigned except with the prior approval of the City Manager. No such consent will be construed as making the City a part of or to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this Contract and despite any such sub-letting, the City shall deal through the Contractor.

Subcontractors shall be dealt with as workmen and representatives of the general Contractor, and as such shall be subject to the same requirements as to character and competence as are other employees of the Contractor.

2.3 Supervision of Contract Performance - The Contractor's performance of this Contract shall be supervised by the Property and Procurement Officer or its designee. If at any time during the life of the Contract, performance satisfactory to the Property and Procurement Officer shall not have been made, the Contractor, upon notification by the Property and Procurement Officer, shall increase the force, tools, and equipment as needed to perform properly this Contract. The failure of the Property and Procurement Officer to give such notification shall not relieve the Contractor of its obligation to perform the work at the time and in the manner specific by this Contract.

2.4 City Manager to be Referee - To prevent misunderstanding and litigation, the City Manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and service performed, the sufficiency of performance, the interpretation of the Contract provisions, and the acceptable fulfillment of the Contract on the part of the Contractor and the City Manager will determine whether or not the amount, quality, character, and quality of the work performed is satisfactory. Should this determination be unsatisfactory, the parties may then proceed to litigate the dispute in a court of competent jurisdiction.

2.5 Inspection of Work –

- a. The Contractor shall furnish the City Manager or the authorized representative with every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of the Contract.
- b. The Contractor shall designate, in writing, the persons to serve as agent and liaison between his organization and the City.
- c. The Property and Procurement Officer may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contractor shall allow authorized representatives of the City to make such inspections at any reasonable time and place.

2.6 City Not Liable for Delays - It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or to any other persons due to any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or from or by or due to delay from any cause over which the City has no control. The Contractor will not be held liable or responsible for acts not within its control, such as fire, floods, acts of God, labor disputes by City employees, or any other cause not within the control of the City or Contractor.

2.7 Term of Contract – The initial term of this contract shall be for a period of five (5) years and may be extended for an additional term of one (1) year upon approval by the City Manager. The contract shall be effective from October 1st, 2021, and will continue in effect through sixty (60) calendar months through September 30th, 2026. Should the City Manager approve an extension for one year the contract will terminate on September 30, 2027.

2.8 Annual Adjustment - This Contract shall cover up to a six (6) year period. Each year the contract target figure is to be negotiated and adjusted, if warranted, based on changes in the size of the fleet, and the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI). CPI Series Report ID CUUS0000SETD, Motor vehicle maintenance and repair in U.S. city average, all urban consumers, not seasonally adjusted, as may be updated, revised, changed or superseded from time to time.

2.9 Breach of Contract - It shall be the duty of the City Manager and any officials of the City which may designated to observe closely the fleet management and maintenance operations and if, in the opinion of the City Manager, there has been a breach of contract. The City Manager shall

so notify the Contractor, in writing, specifying the manner in which there has been a breach of contract. If, within a period of seven (7) days, the Contractor has not eliminated the conditions considered to be a breach of contract or taken reasonable steps to eliminate the conditions considered to be a breach of contract, the City Manager shall so notify the City Council and a hearing shall be set for a date within fifteen (15) days of such notice. At that time, the City Council shall hear the Contractor and the City representatives and shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City, as herein provided.

2.10 Cancellation of Contract - If the Contractor fails to begin work at the time specified, or discontinues the execution of the work or any portion thereof, or for any other cause whatsoever, excepting provisions of Paragraph 2.6, does not carry on the work as aforesaid, or if the Contractor becomes insolvent, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City, through its City Manager, gives such notice of such default and the Contractor or their surety fails to cure such default within two (2) days after the giving of such notice by the City, then the City may thereupon, by action of the City Manager, declare the Contract cancelled. Upon such declaration of cancellation, the City may, without further compensation to the Contractor, take over the work and take possession of all equipment and facilities used by the Contractor in connection with this Contract without further notice to the Contractor and operate and use the same in the performance of the work and services described in this Contract for the un-expired term of the Contract. In addition, the Contractor agrees to surrender peacefully said equipment and facilities and to assist the City in taking possession, or the City may enter into agreements with others for the performance of the work and services herein contracted for. Such cancellation of the Contract shall not relieve the Contractor or the surety of liability for failure to faithfully perform this Contract, and in case the expense incurred by the City in performing or causing to be performed the work and services provided for in said Contract, then the Contractor (and the surety to the extent of its obligation) shall be liable to the City in the amount of any such expense in excess of the Contract price. Contractor's surety or security will not be released until such time as the term of this Contract would otherwise have expired, in the event the control of the entity holding this agreement is sold or transferred, prior written consent thereto must be obtained from the City. The failure to obtain such consent may be considered a default under this agreement.

Section 3 QUALITY OF SERVICE

3.1 Character of Personnel and Equipment - The direction and supervision of fleet management and vehicle maintenance service shall be by competent, qualified, and sober personnel, and the Contractor shall devote sufficient personnel, time, and attention to the direction of the operation to assure performance satisfactory to the City. Recognizing that the City maintains a continuing interest in the safety and efficiency of any operations on its premises and equipment or in proximity to its own work force, the Contractor agrees to maintain and enforce work rules providing for the disciplining, up to and including the termination of any employee, who misconducts himself/herself or is incompetent or negligent in the due and proper performance of his/her duty, or is disorderly, dishonest, drunk, or grossly discourteous. The nature and extent of any such disciplinary action shall be within the discretion of the Contractor, but shall be consistent with the objectives of this agreement.

3.2 Cooperation of Contractor Required - The Contractor shall cooperate with the authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this Contract. They shall have at all times a competent and reliable

English speaking representative on duty authorized to receive orders and to act for him in the case of their absence.

a. The City shall provide, at its expense, a suitable office located within the leased maintenance facilities where complaints shall be received, recorded, and handled during normal working hours of each week and the Contractor shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls.

3.3 Guarantee of Performance - The Contractor shall be required to furnish a Performance and Payment Bond as security for the performance of this Contract with the City of Jacksonville Beach. Said surety bond will be in the amount of five hundred thousand dollars (\$500,000.00) to remain in force for the duration of this Contract. Premium for the bond described above shall be paid by the Contractor. This bond shall be written by a surety company licensed to do business in the State of Florida and acceptable to the City.

Section 4 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor hereby agrees to abide with all applicable Federal, State, City and local laws and regulations. The Contractor and its surety shall indemnify, defend, and hold harmless the City, all its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, order, or decree, whether by itself or their employee.

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.

Section 5 INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance under this section and such insurance coverage has been approved by the City Manager for the City of Jacksonville Beach.

5.1 Workers' Compensation - The Contractor shall provide and maintain during the life of this Contract, at his own expense, Workers' Compensation and Employers' Liability Insurance.

5.2 Comprehensive General Liability - The Contractor shall provide and maintain during the life of this Contract, at his own expense, comprehensive general liability insurance including protection for liability arising out of premises, operations, independent contractors, products/completed operations, and contractual obligations. The policy shall be extended to provide for personal injury liability and broad form property damage liability. The contractual coverage must specify that it covers the hold harmless agreement which is part of this Contract.

5.3 Comprehensive Automobile Liability – The Contractor shall provide and

maintain during the life of the Contract, at its own expense, comprehensive automobile liability insurance for any vehicles used to manage and maintain the fleet, including protection for liability arising out of owned, non-owned, and hired vehicles. The policy shall be extended to provide contractual coverage for the hold harmless agreement which is part of the Contract.

5.4 Garage Keepers Legal Liability - The Contractor shall provide and maintain during the life of the Contract, at its own expense, Garage Keepers Legal Liability for Voluntary Comprehensive and Collision Coverage applicable to damage to vehicles and equipment or the City in its care, custody, or control with a limit of not less than \$500,000.00. Each occurrence any deductible applicable shall not be greater than \$500.00.

5.5 Hold Harmless Agreement - The Contractor agrees to indemnify and hold harmless the City of Jacksonville Beach, its agents and employees, from and against all loss of expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City of Jacksonville Beach for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said Contractor, its agents, employees, or others.

5.6 Certificate of Insurance - The Contractor shall furnish the Property and Procurement Officer, prior to the start of any operations under this Contract, satisfactory proof of carriage of the insurance required with an insurance company satisfactory and acceptable with the City and on a form acceptable to the City.

5.7 Insurance Cancellation - All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least sixty (60) days prior written notice has been given to the Property and Procurement Officer for the City of Jacksonville Beach.

5.8 Payment of Behalf of the City - The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein. Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

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

Section 6 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall at all times observe City ordinances controlling or limiting those engaged in the work. In case there is any money due the said Contractor and such claims are not covered by the Contractor's insurance or an appropriate reserve, the City may retain the same until such suit or suits, action or actions, claim or claims, injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect is furnished to the City Manager.

Section 7 OPERATIONS DURING DISPUTE

In the event the City Manager shall find that the Contractor has failed or is failing to

perform obligations under this Contract, it shall be the duty of the City Manager to enter into a formal finding of that fact upon the minutes of a duly constituted Council meeting and send a certified copy of such finding by registered mail to the Contractor or have same delivered to the Contractor personally. In such event, the Contractor agrees that the City shall thereupon be entitled to take over all operations under this Contract and he shall cooperate to the extent necessary to enable the City to do so. He shall turn over his equipment to the City against the City's proper receipt therefore, and all payments by the City to the Contractor under this Contract shall cease during the pendency of the dispute, except that the City shall pay a reasonable rental for use of the Contractor's equipment during said period. During the period of the City's operation under this section, the City shall pay all workers and independent contractors engaged by it in the course of said operations, but such payments shall be for and on behalf of the Contractor.

The Contractor expressly recognizes the paramount right and duty of the City to provide adequate fleet management and vehicle maintenance as a necessary governmental functions, and further agrees, in consideration for the execution of this Contract, that in the event the City shall invoke the provisions of this section, they will not seek injunctive relief in any court but will either negotiate with the City for an adjustment on the matter or matters in dispute, or present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by the Contractor or by the City.

Section 8 CITY ORDINANCES

Nothing contained in any ordinance of the City hereafter adopted, pertaining to the management of the fleet and vehicle maintenance shall in any way be construed to affect, change, or modify, or otherwise alter the duties, responsibilities, and operation of the Contractor in the performance of the terms of this Contract, unless it is agreed to in writing by both the Contractor and the City.

Section 9 AMENDMENTS

Amendments which are consistent with the purposes of this Contract may be made with the mutual written consent of the parties and in accordance with other applicable laws and ordinances.

Section 10 CERTIFIED FINANCIAL AUDIT REQUIRED

The Contractor shall furnish the City Manager with complete, audited financial statements prepared by a duly licensed Certified Public Accountant relating to the Contractor's business and performance under this Contract which shall be furnished annually within ninety (90) days of the renewal date of the Contract. The statement shall be prepared in such form as to fully disclose all income and expenses properly chargeable to the contracted fleet management and vehicle maintenance service performed under this agreement as a separate operating entity and in a uniform accounting format required by the City. In addition, a certified annual financial statement of the parent company or associated entity shall be furnished to the City within ninety (90) days of the close of the fiscal year of such parent company or association entity on an annual basis throughout the term of this agreement and any extension thereof.

Section 11 RIGHT TO REQUIRE PERFORMANCE

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

Section 12 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the City and Contractor consist of the entire RFP package contained herein, to include: Overview; General Provision; Technical Specifications; Contract Terms; Evaluation and Award Procedures; Requirements of the Proposal; Proposal Tender Forms and Appendix Vehicle and Equipment Listing.

Section 13 NOTICES

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

Section 14 SURVIVAL

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

Section 15 SEVERABILITY

Any provision or part of the agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Contractor, who agree that the Contract 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.

Section 16 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 Contract.

Section 17 HEADINGS

The headings used in this Contract are for general reference only and do not have special significance.

IN WITNESS WHEREOF, the parties hereto have signed this Contract in triplicate. One counterpart each has been delivered to the City and Contractor. All portions of the Contract Document have been signed or identified by the City and Contractor on their behalf.

This agreement was made and entered into as of the last signature date shown below and has Effective Date of **October 1, 2021** (Section 2.7).

CITY: CITY OF JACKSONVILLE BEACH, FLORIDA

BY: _____
Christine H. Hoffman, Mayor

BY: _____
Michael J. Staffopoulos, City Manager

ATTEST: _____
City Clerk

Date Signed: _____

CONTRACTOR: _____

BY: _____

PRINTED NAME: _____

TITLE: _____

(CORPORATE SEAL)

ATTEST: _____

Date Signed: _____

PRINTED NAME: _____

SECTION E:

EVALUATION AND AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below. The maximum points that shall be awarded for each of these categories are detailed below:

<u>Evaluation Factor</u>	<u>Point Range</u>
▪ Project Approach and Staffing	20%
▪ Qualifications and Experience	30%
▪ References	30%
▪ Price Proposal	20%

1. EVALUATION PROCESS:

An evaluation committee of qualified City staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City reserves the right to shortlist the respondents on any or all of the stated criteria. However, the City may determine that shortlisting is not necessary.

The City reserves the right to conduct interviews with some or all of the respondents at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the respondent for the costs associated with the interview process.

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any respondent submitting a proposal.

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

The City may require visits to customer installations or demonstrations of product by respondents, as part of the evaluation process.

The City reserves the right, before awarding the contract, to require a respondent to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City reserves the right to request additional clarifying information and request an oral presentation from any and all respondents prior to determination of award.

The City reserves the right to award the contract to the respondent who will best serve the interests of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

SECTION F:

SUBMITTAL REQUIREMENTS

REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:

The narrative portion and the materials presented in response to this Request for Proposals should be submitted in the same order as requested and must contain, at a minimum, the following:

1. Project Approach and Staffing:

- Describe in detail your methodology to provide the required scope of services.
- Provide a list of intended full-time staff, including names, title, a brief description of responsibility and years of experience.

2. Qualifications and Experience:

- Provide a brief history of the business.
- Provide resumes and/or biographies for all key personnel, who will be assigned to this contract.
- Provide a minimum of three (3) maximum of five (5) projects of similar size and scope.

3. References:

- Provide a maximum of five (5) municipal references of similar work completed within the last three years. References must include:
 - Company Name;
 - Company Address;
 - Contact Person;
 - Contact Person Telephone Number;
 - Date and brief description of work performed;
 - Dollar Amount.

4. Price Proposal:

- Provide a price proposal as indicated on the Proposal Tender Form as outlined on page 47 of the Proposal Tender Forms Section. Pricing should be for an annual rate to include all necessary labor, parts, overhead expenses, administrative costs, management fees and capital expense.

RESPONSE FORMAT:

Responses should include one (1) original, four (4) copies and one (1) electronic version (such as USB) of the proposal returned in a sealed envelope bearing the name and address of the respondent.

The City requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, firms shall follow the described proposal format.

The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation.

The RFP shall be signed by the firm's representative who is authorized to contractually bind the firm. All proposal packages are to include the following components:

1. Title Page - Include the RFP number and name, address, telephone number of firm, contact person and date of proposal.
2. Table of Contents.
3. Letter of Transmittal.
4. Form 1: Proposal Tender Form including Pricing.
5. Form 2: Award Notice Form.
6. Form 3: Required Disclosure Form.
7. Form 4: Drug-Free Workplace Compliance Form.
8. Form 5: Non-Collusion Affidavit.
9. Form 6: Non-Bankruptcy Affidavit
10. Form 7: Project Approach and Staffing.
11. Form 8: Qualifications and Experience.
12. Form 9: References.
13. Any additional information to be determined by the respondent.

SECTION G:

SUBMITTAL FORMS

FORM 1

PROPOSAL TENDER FORM (page 1 of 3)

RFP NUMBER: **02-2021**

TITLE: **Fleet Management & Vehicle Maintenance Services**

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

DATE: _____

The undersigned, by submission of this proposal, represents that he/she is familiar with and has determined the nature and conditions of this RFP document as it relates to operations of the City of Jacksonville Beach, Florida; and that he/she has carefully examined and is thoroughly acquainted with all of the provisions of the Contract Document. If the contract price made below is accepted by the City, the undersigned agrees to provide all labor, supervision, insurance, machinery, and equipment and any other tools, accessories, or things necessary to maintain the standard of repair and service consistent with accepted fleet practices. In addition, he/she shall provide and maintain a permanent record system for each vehicle in order to provide a basis for optimum fleet management as set forth in the Contract Document.

The Contractor is hereby instructed that the City of Jacksonville Beach is requesting a base RFP or a "contract" price to provide the services described in the Contract Document.

We hereby agree to supply the necessary labor and equipment in accordance with the Contract Documents for the following annual amount:

\$ _____	_____
“Contract” price	“Contract” price in words

All services shall be provided meeting, and in compliance with this RFP document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines, (to include, but not limited to, that are applicable to and/or promulgated for each disaster event), etc.

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

FORM 1

PROPOSAL TENDER FORM (page 2 of 3)

I hereby certify that I have read and understand the requirements of **RFP #: 02-2021 Fleet Management & Vehicle Maintenance Services**, and as the respondent will comply with all requirements, and that I am duly authorized to execute this proposal document and any Contract(s) and/or other transactions required by award of this RFP.

SUBMITTED BY: _____
Printed Name of Authorized Submitter

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

By: _____
Signature of Authorized Submitter Title (typed or neatly printed)

FORM 1

PROPOSAL TENDER FORM (page 3 of 3)

PROPOSAL DOCUMENT TURN-IN CHECKLIST

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

INITIAL Check-Off	#	SECTION TITLE
[]	1.	Title Page
[]	2.	Table of Contents
[]	3.	Letter of Transmittal
[]	4.	FORM 1: PROPOSAL TENDER FORM
[]	5.	FORM 2: RFP AWARD NOTICE FORM
[]	6.	FORM 3: REQUIRED DISCLOSURE FORM
[]	7.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM
[]	8.	FORM 5: NON-COLLUSION AFFIDAVIT
[]	9.	FORM 6: NON-BANKRUPTCY AFFIDAVIT
[]	10.	FORM 7: PROJECT APPROACH AND STAFFING
[]	11.	FORM 8: QUALIFICATIONS AND EXPERIENCE
[]	12.	FORM 9: REFERENCES

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

ADDENDA RECEIPT VERIFICATION

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

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

FORM 2

RFP AWARD NOTICE

City of Jacksonville Beach

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

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

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

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFP No. 02-2021** per the attached Proposal Tabulation form(s).

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

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

Thank you for your proposal.
Sincerely,

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

FORM 4

DRUG-FREE WORKPLACE COMPLIANCE

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

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

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

Vendor's Signature

FORM 5

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says that:

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

By: _____

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

_____ Notary Public

My Commission Expires: _____

FORM 6

NON-BANKRUPTCY AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP #: 02-2021**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

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

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

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here:

FORM 7

PROJECT APPROACH & STAFFING

- Describe in detail your methodology to provide the required scope of services.
- Provide a list of intended full-time staff, including names, title, a brief description of responsibility and years of experience (See Section F: paragraph 1 on page 44).

FORM 8

QUALIFICATIONS & EXPERIENCE

- Provide a brief history of the business. Provide resumes and/or biographies for all key personnel, who will be assigned to this contract. Provide a minimum of three (3) maximum of five (5) projects of similar size and scope (See Section F: paragraph 2 on page 44).

FORM 9

REFERENCES

- Provide a maximum of five (5) municipal references of similar work completed within the last three years. References must include: Company Name; Company Address; Contact Person; Contact Person Telephone Number; Date and brief description of work performed; Dollar Amount (See Section F: paragraph 3 page 44).

APPENDIX:

City of Jacksonville Beach
Vehicle and Equipment Listing - May 2021

No.	Unit	Unit Description	Vin Number	Division
BEACHES ENERGY SERVICES:				
1	206	2016 FORD EXPLORER FWD	1FM5K7B80GGC61315	Conservation
2	200	2021 FRGHT M2-106 4X4 BUCKET	1FVDCXFC7MHMJ9994	Construction
3	202	2008 GMC C5500	1GDE5C1998F411021	Construction
4	205	2016 CHVRL SILVERADO 1500 4X4	1GCVKNEC0GZ218994	Construction
5	212	2016 CHVRL SILVERADO 3500 4X4	1GC5KYCG6GZ199794	Construction
6	214	2014 FORD F350 CC 4X2 DRW	1FT8X3C65EEB13095	Construction
7	215	2013 INTER 7400 SFA 6X6	1HTWJAAT2DJ234679	Construction
8	216	2019 CHVRL SILVERADO 2500 4X4	2GC2KREG0K1169696	Construction
9	218	2013 FRGHT M2 106 4X4 BUCKET TRUCK	3ALDCXDT9DDFE0176	Construction
10	219	2016 CHVRL SILVERADO 1500 4X4	1GCNKNEC4GZ207965	Construction
11	223	2018 FRGHT M2-106 4X4	1FVDCYFE2JHJV9166	Construction
12	225	1998 CASPW 580L	JJG0239037	Construction
13	227	2011 FORD F150	1FTMF1EM5BKD23162	Construction
14	229	2018 FRGHT AN67-E100	1FVKCYFE8JHJV0835	Construction
15	230	2010 INT Dura Star 4300	1HTMMAAR7AH231167	Construction
16	236	2019 FORD F750 STR FRAME R/C	1FDXF7DC6KDF08765	Construction
17	237	2016 FRGHT M2-106 4X4	1FVDCXDT0GHHG1325	Construction
18	238	2014 FORD F350 CC 4X2 DRW	1FT8X3C68EEA22483	Construction
19	240	1992 CHVRL STEP VAN	1GCKP325XN3315325	Construction
20	241	2011 FORD F150	1FTMF1EM5BKD23163	Construction
21	254	2015 FREIGHTLINER C5045	1FVDCYCY8GHGY8874	Construction
22	255	2020 FREIGHTLINER M2-106	1FVDCXFC4LHLF8890	Construction
23	265	2018 SILVERADO 2500 4WD	1GC2KUEG4JZ252864	Construction
24	273	2011 FORD F350 CREW CAB	1FD8W3G66BEC53239	Construction
25	277	2018 DODGE RAM 5500 REG CAB	3C7WRNAL6JG128443	Construction
26	284	2015 CHVRL 1500 4WD	1GCVKPEC6FZ381112	Construction
27	299	2019 FORD F550 CREW CAB	1FD0W5HT6KEE24116	Construction
28	OH10	2019 JOHN DEERE 6102E CAB	1P06105EHJ0010916	Construction
29	OH12	2004 BUTLR BP2080	1BUP3020741001419	Construction
30	OH14	2013 ROOSE REEL TRAILER	1R9RP1112DP136509	Construction
31	OH28	1992 BUTLR 1000	1BUP25109N1009878	Construction
32	OH82	2018 PT-3000 SINGLE DRUM PULL	123WM174H1T19458	Construction
33	OH15	2015 CONTINENTAL CARGO	5NHUNS624GU112694	Construction
34	OP61	1992 CROSL TRAILER	CTLEC6142N5004444	Construction
35	UG10	1992 RYANX SOD	1504375	Construction
36	UG11	1989 STNLY HP-175	10976	Construction
37	UG14	1993 SULAR 185DPQ	004-112998	Construction
38	UG21	1987 STNLY STNLY	B-167010	Construction

39	UG22	2013 ROOSE REEL TRAILER	1R9RP1119DP136510	Construction
40	UG23	2011 AZTPR RT360 TRENCHER	RT03600J1348	Construction
41	UG23A	1993 BUTLR TRAILER	1BUD14201P1002652	Construction
42	UG25	2017 BOBCT E35I MINI EXCAVATOR	AUYM14215	Construction
43	UG26	1987 DITCH WITCH	1DS000A4G17C022	Construction
44	UG34	2013 ROOSE REEL TRAILER	1R9RP1110DP136511	Construction
45	UG39	1997 SHRRL UDH-70-T	123WM121XU1T17134	Construction
46	UG40	2018 DDHXA-75-D UNDERGROUND	123WM161XH1T27145	Construction
47	UG41	2008 VAC-TRON PMD550GT	5HZBF16258LJ81212	Construction
48	UG42	2018 TRT-384/60-21K-T 3 REEL	123WM2927H1T25377	Construction
49	UG98	1998 CROSL TRAILER	CTLCR8209WS009493	Construction
50	207	2005 GMCCL SIERRA	1GTEC14V55Z231018	Engineers
51	208	2020 GMC ACADIA AWD SLE	1GKKNRLS9LZ206255	Engineers
52	209	2018 CHVRL SILVERADO 1500 4WD	1GCVKNEC3JZ304355	Engineers
53	210	2019 CHVRL SILVERADO 1500 4X4	1GCRYAEF1KZ224623	Engineers
54	220	2018 CHVRL SILVERADO 1500 4WD	1GCVKNECXJZ308886	Engineers
55	221	2017 FORD EXPLORER	1FM5K7B84HGB54320	Engineers
56	404	2006 FORD TAURUS	1FAFP53U26A237891	Garage
57	359	1997 FORD F350	1FDKF37HXVEA17480	Garage
58	211	2018 CHVRL 2500HD 4WD	1GB2KUEG6JZ252112	Meter
59	247	2017 GMC SIERRA D-CAB 2WD	1GTR1LEH7HZ241324	Meter
60	261	2018 CHVRL 1500 REG CAB 2WD	1GCNCNEC3JZ289921	Meter
61	275	2020 CHEVY SILVERRADO 2500	1GC5YLE71LF217600	Meter
62	280	2017 GMC SIERRA D-CAB 2WD	1GTR1LEH9HZ235704	Meter
63	285	2018 CHVRL SILVERADO 1500 2WD	1GCNCNEC3JZ285514	Meter
64	287	2016 GMC SIERRA 1500 4X2	1GTN1LEHXGZ234736	Meter
65	288	2011 FORD F150	1FTMF1CM3BKD59712	Meter
66	293	2015 CHVRL 1500 4WD	1GCVKPEC9FZ381296	Meter
67	294	2017 GMC SIERRA D-CAB 2WD	1GTR1LEH8HZ236682	Meter
68	217	2018 CHVRL SILVERADO 2500 2WD	1GC2CUEG0JZ203027	Substations
69	258	2010 FORD F150	1TFMF1CW2AKB55757	Substations
70	262	2021 SILVERADO 2500 4WD CREW	1GC4YLE79MF134249	Substations
71	271	2018 FORD TRANSIT T-350	1FDRS8PM6JKA32767	Substations
72	291	2018 CHVRL SILVERADO 3500 4WD	1GB5KYCG8JZ201573	Substations
73	250	2007 INTERNATIONAL 4300 Dura Star	1HTMMAAN18H632284	Substations

FIRE MARSHAL:				
74	709	2011 CHVRL TAHOE	1GNSK2E06BR292833	Fire
75	716	2016 FORD F150 4X4	1FTFW1EFXGKF26307	Fire
PARKS AND RECREATION:				
76	606	2015 CHVRL SILVERADO 2500 4x4	1GC0KUEG2FZ138909	Admin
77	601	2015 CHVRL SILVERADO 2500 4x4	1GC2KUEG8FZ531046	Admin
78	604	2014 CHVRL SILVERADO 2500 4x4	1GC0KVCG4EF125698	Admin
79	611	2006 CHVRL COLORADO	1GCDT146068220052	Beach
80	609	2019 CHVRL COLORADO 4WD	1GCGTBENXK1100285	Beach
81	612	2018 CLUB CAR-CARRY ALL	SD1849933319	Beach
82	613	2020 CLUB CAR-CARRY ALL	A5CUAA4EALA038740	Beach
83	614	2020 CLUB CAR-CARRY ALL	A5CUAA4EHLA038725	Beach
84	901	2020 F250 REG CAB 4X4	1FTBF2B61LED09195	Land Maint
85	902	2020 FORD F250 REG CAB 4X2	1FTMF1CB8LFB55450	Land Maint
86	904	2003 FORD F-2504X4	1FTNF21L83EA08749	Land Maint
87	908	2008 FORD F250 SD	1FTNF20598EA28664	Land Maint
88	909	2015 CHVRL SILVERADO 25002WD CREW CAB	1GC1CUEG1FF559166	Land Maint
89	975	2005 FORD F550	1FDAF56P45ED26278	Land Maint
90	903	2019 FORD F150 4X4 SUPERCAB	1FTFX1E56KKE17288	Land Maint
PLANNING:				
91	401	2015 JEEP PATRIOT SPORT 4X4	1C4NJRBB9FD232426	Planning
92	402	2015 JEEP PATRIOT SPORT 4X4	1C4NJRBB7FD232425	Planning
93	406	2020 CHEVY COLORADO 4WD XC	1GCHTBEA7L1174153	Planning
94	405	2014 JEEP PATRIOT	1C4NJPBB6ED803096	Plan Admin
POLICE:				
95	1504	2015 FORD INTERCEPTOR SUV	1FM5K8AR0FGB98473	Admin
96	1972	2019 FORD F150 4X4 SUPERCREW	1FTEW1EB7KFC12401	Ancillary
97	1508	2015 FORD TAURUS	1FAHP2D88FG151698	Ancillary
98	1459	2014 FORD EXPLORER INTERCEPTOR 4X4	1FM5K8AR0EGB27613	Ancillary
99	097	2004 FORD E-250	1FTNS24W44HA83031	Ancillary
100	1267	2012 CHVRL SILVERADO	1GCNKPEA6CZ164136	Ancillary
101	1050	2010 CHVRL IMPALA	2G1WD5EM5A1144181	Ancillary
102	1343	2013 CHVRL IMPALA	2G1WD5E30D1222569	Cape
103	1473	2014 CHVRL TAHOE 4WD LS	1GNSK2E07ER166579	Cape
104	1475	2014 CHVRL IMPALA	2G1WD5E35E1186668	Cape
105	1477	2014 CHVRL IMPALA	2G1WD5E34E1186273	Cape
106	1478	2014 CHVRL IMPALA	2G1WD5E38E1186471	Cape
107	1479	2014 CHVRL IMPALA	2G1WD5E39E1186785	Cape
108	1495	2014 CHVRL IMPALA	2G1WD5E37E1138105	Cape

109	ATV3	2018 POLRS RANGER 570 4X4	3NSRMA509JE364631	Cape
110	ATV4	2018 4X4 POLRS Sportsman 400	4XASEA508JA240361	Cape
111	ATV5	2018 POLRS Sportsman 450	4XASEA507JA269706	Cape
112	DTC09	2020 HONDA PIONEER 700	1HFVE0296L4600883	Cape
113	DTC10	2020 HONDA PIONEER 700	1HFVE0291L4600824	Cape
114	1632	2016 FORD TAURUS	1FAHP2L86GG106505	Cape
115	1785	2017 FORD INTERCEPTOR	1FAHP2L83HG115745	Cape
116	1786	2017 FORD INTERCEPTOR	1FAHP2L87HG115747	Cape
117	1805	2018 FORD INTERCEPTOR	1FAHP2L82JG135037	Cape
118	1968	2019 FORD INTERCEPTOR	1FAHP2L82KG108244	Cape
119	2022	2020 F150 4X4 SUPERCREW	1FTEW1E56LFB37945	Cape
120	2028	2020 FORD INTERCEPTOR UTILITY	1FM5K8AB3LGC52489	Cape
121	074	2003 FORD E-350	1FBSS31L23HA84989	Detect
122	1101	2011 CHVRL IMPALA	2G1WG5EK1B1153595	Detect
123	1102	2011 CHVRL SILVERADO 1500	3GCUCSE2XBG168175	Detect
124	1127	2011 FORD TAURUS	1FAHP2DW2BG145517	Detect
125	1470	2014 CHVRL IMPALA	2G1WA5E33E1185656	Detect
126	1506	2015 FORD FUSION	3FA6P0H75FR296204	Detect
127	1507	2015 FORD TAURUS	1FAHP2D86FG151697	Detect
128	1515	2015 FORD TAURUS	1FAHP2L82FG148927	Detect
129	1636	2016 FORD EXPLORER	1FM5K7B8XGGC07374	Detect
130	1769	2017 FORD FUSION	3FA6P0G77HR286746	Detect
131	1771	2017 FORD FUSION	3FA6P0G77HR286745	Detect
132	1841	2018 FORD TAURUS 4-DOOR	1FAHP2D85JG131207	Detect
133	1842	2018 FORD TAURUS 4-DOOR	1FAHP2D87JG131208	Detect
134	2002	2020 FORD F-150	1FTEW1EB5LFA73645	Detect
135	2003	2020 FORD F-150	1FTEW1CBXLFA73644	Detect
136	ATV6	2013 POLRS RANGER 400	4XARH45AXDE217967	Parking
137	ATV7	2013 POLRS RANGER 400	4XARH45A8DE211469	Parking
138	1950	2019 FORD F-150	1FTMF1CB1KKC24338	Parking
139	1784	2017 POLICE INTERCEPTOR	1FM5K8AR8HGB92777	Patrol
140	062	2000 FORD E-350	1FTSS34L1YHB81678	Patrol
141	076	2003 FORD E-250	1FTNS24WX3HA84988	Patrol
142	089	2002 INTHR 4300	1HTMMAAM92H526633	Patrol
143	1031	2010 CHVRL IMPALA	2G1WA5EK0A1123164	Patrol
144	1051	2010 CHVRL IMPALA	2G1WD5EM6A1144237	Patrol
145	1121	2011 CHVRL IMPALA	2G1WD5EMXB1199999	Patrol
146	1130	2011 CHVRL IMPALA	2G1WD5EM6B1202123	Patrol
147	1291	2012 CHVRL IMPALA	2G1WD5E34C1161046	Patrol
148	1292	2012 CHVRL IMPALA	2G1WD5E38C1159915	Patrol
149	1333	2013 CHVRL TAHOE 4X4 POLICE	1GNSK2E09DR280338	Patrol
150	1334	2013 CHVRL IMPALA	2G1WD5E35D1167794	Patrol
151	1335	2013 CHVRL TAHOE 4X4 POLICE	1GNSK2E07DR280466	Patrol

152	1411	2014 CHVRL TAHOE POLICE 4X2	1GNLC2E07ER218049	Patrol
153	1423	2014 CHVRL IMPALA	2G1WD5E34E1138059	Patrol
154	1446	2014 CHVRL IMPALA	2G1WD5E3XE1138728	Patrol
155	1490	2014 CHVRL IMPALA	2G1WD5E31E1186117	Patrol
156	1516	2015 FORD TAURUS	1FAHP2L84FG148928	Patrol
157	1517	2015 FORD TAURUS	1FAHP2L86FG148929	Patrol
158	1624	2016 FORD TAURUS	1FAHP2L82GG116786	Patrol
159	1625	2016 FORD TAURUS	1FAHP2L80GG116785	Patrol
160	1626	2016 FORD TAURUS	1FAHP2L86GG116788	Patrol
161	1780	2017 FORD INTERCEPTOR	1FAHP2L81HG110995	Patrol
162	1781	2017 FORD INTERCEPTOR	1FAHP2L80HG115749	Patrol
163	1783	2017 FORD INTERCEPTOR	1FAHP2L85HG115746	Patrol
164	1754	2017 FORD INTERCEPTOR	1FM5K8AR9HGD65450	Patrol
165	1801	2017 FORD INTERCEPTOR	1FM5K8AR9HGE15764	Patrol
166	1814	2018 FORD INTERCEPTOR	1FM5K8AR6JGA46402	Patrol
167	1818	2018 FORD INTERCEPTOR	1FM5K8AR8JGA44294	Patrol
168	1819	2018 FORD INTERCEPTOR	1FM5K8AR4JGA46401	Patrol
169	1820	2018 FORD INTERCEPTOR	1FM5K8AR8JGA46403	Patrol
170	1870	2018 FORD F150 4X4	1FTEW1E52JFA33045	Patrol
171	1898	2018 FORD UTILITY AWD EXPLOR	1FM5K8AR7JGC56166	Patrol
172	1899	2018 FORD UTILITY AWD EXPLOR	1FM5K8AR9JGC56167	Patrol
173	1960	2019 FORD INTERCEPTOR	1FAHP2L87KG108241	Patrol
174	1961	2019 FORD INTERCEPTOR	1FAHP2L80KG108243	Patrol
175	1963	2019 FORD INTERCEPTOR	1FAHP2L84KG108245	Patrol
176	1964	2019 FORD INTERCEPTOR	1FAHP2L85KG108240	Patrol
177	1965	2019 FORD INTERCEPTOR	1FAHP2L89KG108242	Patrol
178	2009	2020 FORD F-150 4X4 SUPERCRAW	1FTEW1E54LFB37958	Patrol
179	2012	2020 FORD F-150 4X4 SUPERCRAW	1FTEW1E52LFB37957	Patrol
180	2013	2020 FORD F-150 4X4 SUPERCRAW	1FTEW1E50LFB37942	Patrol
181	ATV1	2021 HONDA PIONEER 700-4	1HFVE0266M4700781	Patrol
182	ATV8	2015 POLARIS RANGER 570	3NSRMA322FE369472	Patrol
183	PD01	2010 ICXXX SKYWATCH TACTICAL PLATFORM	ICX6810014	Patrol
184	PD02	2014 AMERICAN MADE TRAILER	54GVC14D4E7011970	Patrol
185	PD03	2018 AMERICAN SMART TRAILER	1A9AS4653J2228321	Patrol
186	1966	2019 FORD FUSION S FWD	3FA6P0G71KR151575	Volunteers
187	1340	2013 CHVRL IMPALA	2G1WD5E33D1167437	Volunteers
188	1156	2011 CHVRL IMPALA	2G1WF5EK5B1174842	Volunteers
PROPERTY AND PROCUREMENT:				
189	311	2020 F250 SRW 4X2 SUPERCAB	1FD7X2A6XLEC51216	Bld Main
190	312	2007 FORD F350	1FTRF12247KB92340	Bld Main
191	315	2019 FORD F250 4X2 SUPERCAB	1FT7X2A61KEE67152	Bld Main

192	BM01	2007 Haulmark Trailer	16HGB24267G088643	Bld Main
193	BM02	2017 JLG BOOM LIFT	0030008842	Bld Main
194	309	309 2013 CLARK CQ25	CQ230L02389841	Storeroom
195	310	1993 CTRPL FORKLIFT	1DK00374	Storeroom
196	375	2001 DODGE RAM1500	1B7HC16X51S257102	Storeroom
197	352	2014 FORD E350	1FDEE3FL4EDA75810	Dial A Ride
198	DAR2	2014 FORD E350	1FDEE3FL0FDA03164	Dial A Ride
PUBLIC WORKS:				
199	502	2021 FORD F150 SUPERCAB	1FTEX1CB3MKD26633	D & C
200	504	2018 FORD F150 4X2 SUPERCAB	1FTEX1CB9JKE25050	D & C
201	506	2008 Ford F250 SD	1FTNF205X8EC06551	D & C
202	521	2013 FORD F550 RC 4X4 DRW	1FDUF5HT5DEA26531	D & C
203	522	2017 FORD TRANSIT 350 CARGO	1FTBW2CGXHKA87319	D & C
204	523	2020 FORD F150 SUPER CAB 4X2	1FTEX1CB8LKD80993	D & C
205	540	2020 CHEVY SILVERDO CREW 2x2	3GCPWAEH8LG223601	D & C
206	541	2015 FORD F250	1FT7X2A65FEC21307	D & C
207	542	2014 FRGHT 114SD VAC-CON	1FVAG3CY3FHGC7274	D & C
208	572	2017 FORD F250 4X2	1FTBF2A68HED11860	D & C
209	590	2011 FORD F250 SD	1FT7W2A66BEB81185	D & C
210	595	2019 FORD F250 4X2 CREW CAB	1FD7W2A67KEF19141	D & C
211	525	2004 TEREX HR16	358/3444	D & C
212	DC11	2000 STONE 95CM MIXER	900053	D & C
213	DC17	2014 SULLAIR 185-100 DPO	201412040011	D & C
214	DC18	2016 VERMEER/VACTRON LP303	5HZBF162XGLFG1188	D & C
215	DC28	2018 CTRPL 420F2 BACKHOE	CAT0420FEHWD02530	D & C
216	DC29	2016 HATZ 4" DOUBLE DIA PUMP	1551016003375	D & C
217	505	2020 EXPLORER XLT 4WD	1FMSK8DH1LGC00992	Engineer
218	591	2019 RAN 2500 TRADESMAN 4X4	3C6MR5AJ7KG565623	Engineer
219	598	2014 DODGE RAM 2500 4X4	3C6LR5AT3EG223720	Engineer
220	507	2017 FORD F350 4X2	1FDRF3G64HED20739	PCP
221	500	2021 FORD EXPLORER RWD	1FMSK7BH7MGA17756	PCP
222	508	2020 FORD F150 4X2 REG CAB	1FTMF1CB4LFB70186	PCP
223	517	2016 DODGE RAM 1500 4X2	3C6JRAT4GG269976	PCP
224	520	2019 FORD F350 4X2 REG CHAS	1FDRF3G69KEC42319	PCP
225	587	2012 BOBCT SKID STEER LOADER	AU4Y11235	PCP
226	PC05	1992 ONAN GENERATOR	16MJ11227LD016949	PCP
227	516	2020 FORD F150 4X4 SUPCAB	1FTEX1EB8LKE75034	Sanitation
228	555	2010 FORD F150	1FTMF1EW5AKC00039	Sanitation
229	503	2003 FORD F-250	3FTNF21L93MB39828	Streets
230	511	2019 FORD F150 4X4 SUPCAB	1FTEX1EB2KKC54060	Streets
231	514	2011 FORD F150	1FTMF1CMXBKD22897	Streets
232	515	2021 FORD RANGER	1FTER1EH7MLD11087	Streets

233	524	2014 FORD F150	1FTMF1CM7EFA94922	Streets
234	526	2015 DODGE RAM 2500 RC 4X4	3C6LR5AT1FG576961	Streets
235	533	2016 FORD F250 4X2	1FT7X2A64GED28558	Streets
236	545	2015 CTRPL CT660 DUMP	3HTJGKT9GN226390	Streets
237	546	2020 FREIGHTLINER ELGIN SWEE	1FVACXFC2LHLB2817	Streets
238	550	2021 FORD RANGER	1FTER1EH9MLD11088	Streets
239	551	2019 INTHR DURASTAR 4300	1HTMPAFNX3H572269	Streets
240	565	2010 FORD F150 4X4	1FTMF1EW0AFD12224	Streets
241	569	2018 4300 DURASTAR	1HTMMML1JH694205	Streets
242	527	2018 CTRPL 420F2 BACKHOE	CAT0420FAHWD02538	Streets
243	534	2018 CTRPL M318F EXCAVATOR	CATM318FEFB800537	Streets
244	535	2014 CTRPL CHALLENGER	D345019	Streets
245	ST09	2014 WEBER MT SRV 620 JACK	4105943	Streets
246	ST10	1998 VONAR PLANER	9811019	Streets
247	ST11	2019 EXMRK LAZER Z 48 MOWER	402246303	Streets
248	ST12	2003 EXMRK TURF	342191	Streets
249	ST13	2020 EXMRK LAZER Z 48 MOWER	405432330	Streets
250	ST14	1997 TREZE TRAILER	5101	Streets
251	ST16	1987 EGBVT TL6/TRAIL.	1120TL102JSO30066	Streets
252	ST17	2020 EXMRK LAZER Z 48 MOWER	406341604	Streets
253	ST19	2019 EXMRK LAZER Z 48 MOWER	402472366	Streets
254	ST20	2001 EXMRK TURF	294123	Streets
255	ST23	2019 CLBT/AG508 TRAILER	57BAG5082K1038150	Streets
256	ST24	2019 CLBT/AG508 TRAILER	57BAG5084K1038151	Streets
257	ST25	2019 CLBT/AG508 TRAILER	57BAG5086K1037843	Streets
258	ST26	2020 GPS TRAILER	7LFPU1620LB000448	Streets
259	ST27	2020 ECON DECK OVER DOVE TL	42ETPKG25L1000206	Streets
260	ST29	2000 SMALL PUMP	LG2951099	Streets
261	ST32C	2011 JHNDR MX6 72 INCH	P050493	Streets
262	ST32	2005 JHNDR 5520	LV5520S453240	Streets
263	ST73	2003 HAMM ROLLER	H1393839	Streets
264	ST88	2020 CTRPL 279D TRACK LOADER	RB901018	Streets
265	ST91	1997 ACMEX PUMP	960409	Streets
266	ST92	2019 IRON CONTAINER TRAILER	871160	Streets
267	ST93	2019 IRON CONTAINER TRAILER	871161	Streets
268	ST94	2019 IRON CONTAINER TRAILER	871162	Streets
269	ST95	2001 ACMEX PUMP	0046401E	Streets
270	ST96	2019 IRON CONTAINER TRAILER	871163	Streets
271	ST97	2019 IRON CONTAINER TRAILER	871078	Streets
272	ST98	2019 IRON CONTAINER TRAILER	871079	Streets
273	593	2011 FORD F150	1FTMF1CMXBFC07032	Water Plant
274	594	2017 RAM TRADESMAN 4X4	3C6LR5AT1HG648647	Water Plant
275	596	2018 FORD EXPLORER FWD	1FM5K7B86JGB34477	Water Plant

276	597	2020 RAM TRADES REG CAB 4X2	3C6JR6AGXLG194746	Water Plant
277	599	2009 CHVRL SILVERADO 2500HD	1GCHK44K59E136916	Water Plant
278	WTP1	2020 CATERPILLAR XQ-125 GEN WITH TRAILER	7KUBB1528LJ089229	Water Plant



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CITY COUNCIL AGENDA ITEM	
TO:	Mayor Hoffman and Members of the City Council
FROM:	Mike Staffopoulos, City Manager
DATE:	08/04/2021
SUBJECT:	Appointment of the City Clerk, Effective August 17, 2021

BACKGROUND

The City conducted an internal search for a City Clerk following the resignation of the previous City Clerk. From the two qualified applicants, in-person interviews were conducted with both applicants. Based on the results of the interviews, the interview panel (consisting of Kimberlee Bennett, Director of Human Resources, Heather Ireland, Director of Planning and Development, and myself) recommends appointing Sheri Gosselin to the position of City Clerk. Pursuant to Chapter II, Section 12, of the City Charter, the City Clerk is appointed by the City Manager, but the appointment must be approved by the City Council before it becomes effective.

Mrs. Gosselin is currently the Acting City Clerk and has been with the City for 26 years, having served in the Clerk's office for 3 years.

FINANCIAL IMPACT

None

REQUESTED ACTION

Approve/Disapprove the City Manager's recommendation to appoint Sheri Gosselin to the position of City Clerk, effective August 17, 2021

ATTACHMENTS



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CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council
FROM:	Kim Bennett, HR Director
DATE:	08/06/2021
SUBJECT:	Employment Agreement for City Attorney Position

BACKGROUND

On June 16, 2021, July 14, 2021, and July 26, 2021, the City Council conducted interviews for the City Attorney position. At the regular City Council meeting on August 2, 2021, Council Member Dumont made a motion to extend an offer of employment to Ms. Sandra Robinson for the position. Ms. Dumont's motion passed by a 4-3 vote. The City Council selected Human Resources Director Kimberlee Bennett, Deputy City Manager Karen Nelson, outside council Cliff Shepard, and Mayor Hoffman to negotiate the terms of the employment agreement with Ms. Robinson.

On August 6, 2021, the terms of the employment agreement were negotiated. The following is a summary of the highlights of the Agreement:

- Starting salary of \$155,000
- Start date of October 7, 2021
- Residency to be maintained within a 30-mile radius of the City
- Notice of at least 60 calendar days provided prior to resignation
- City Attorney to remain in the exclusive employ of the City, with the exception of Ms. Robinson's pro bono representation of the U.S. National Slavery Museum, aka The National Slavery Museum in the matter of Morrissey, et al v. National Slavery Museum (CL18-427-00)
- Credit with three vacation days and five sick days upon start date, and accrue paid leave under the City's personnel plan at the same rate as executive management
- City Attorney to obtain the Florida Bar Board Certification for City, County and Local Government Law within four years of initial employment
- Severance pay equal to 20 weeks of total compensation in the event of termination
- Vehicle and cell phone benefits in accordance with City policies, and provision of a laptop computer for performance of work
- Retirement/deferred compensation in accordance with executive management benefits
- Health, dental, and vision insurance in the same manner and under the same conditions as other City employees
- Life, disability and other insurance in the same manner and under the same conditions as other City employees
- City to pay or reimburse the City Attorney for actual and reasonable moving expenses



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FINANCIAL IMPACT

Salary and benefit costs for this position are included in the City's annual budget.

REQUESTED ACTION

Approve/Disapprove the Employment Agreement with Ms. Sandra Robinson for the position of City Attorney

ATTACHMENTS

1. City Attorney Employment Agreement

EMPLOYMENT AGREEMENT

This Agreement is entered into this 16th day of August, 2021, by and between the City of Jacksonville Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, ("the City"), and Sandra Renee Robinson (Fla. Bar No. 17757), ("Robinson" or "City Attorney").

The parties agree as follows:

INTRODUCTORY STATEMENTS

The City Council of the City of Jacksonville Beach, Florida is empowered by the Charter of the City of Jacksonville Beach to appoint and remove a City Attorney who shall be the legal advisor and counselor for the municipality and all its officers in matters relating to their official duties, under the direction and supervision of the City Council; and

The City through its City Council desires to employ the services of Robinson as City Attorney; and

It is the desire of the City to provide certain benefits, to establish certain conditions of employment, and to set working conditions of the City Attorney; and

Robinson desires to accept employment as City Attorney.

THEREFORE, in consideration of the mutual covenants in this document, the parties agree as follows:

Section 1. Powers and Duties of the City Attorney

- A. The City agrees to employ Robinson as City Attorney for the City and Robinson represents to the City that she possesses the qualifications of City Attorney and agrees to carry out all functions and duties imposed upon that office by the laws of the State of Florida and the Charter of the City of Jacksonville Beach, as may be amended from time to time. The City Attorney shall perform all duties and responsibilities set forth in the City Charter including, but not limited to, those outlined in Exhibit A, and other legally permissible duties and functions as the City Council shall from time-to-time assign.
- B. The City Attorney shall devote her full attention, effort and abilities to the office and perform its duties and functions in a professional manner. No additional work may be undertaken by the City Attorney without the express, written consent of the City Council. That said, the City Council consents to Robinson's continued pro bono representation

of the U.S. National Slavery Museum, aka The National Slavery Museum in the matter of Morrissey, et al v. National Slavery Museum (CL18-427-00) until such matter is resolved or, alternatively, Robinson determines that, in her professional judgment, she no longer has sufficient time and resources to render representation to the Museum in a proper and professional manner as well as to devote the necessary time and attention to the performance of her duties as City Attorney.

- C. Robinson warrants and agrees that she is licensed to practice law in the state of Florida without limitation. Robinson must maintain good standing with the Florida Bar throughout the terms of this Agreement as a condition of employment. Should Robinson no longer be authorized to practice law in this State or be disciplined by the Bar of any state of which she is a member for any reason, this contract will terminate for good cause.

Section 2. Commencement of Employment

Employment under the terms of this Agreement shall begin and Robinson shall be present and available to perform the duties and functions of the City Attorney on a full-time basis on October 7, 2021.

Section 3. Term

Beginning on the date contained in Section 2, above, the City Attorney shall serve for an indefinite term at the pleasure of the City Council and may be terminated in accordance with the Charter of the City of Jacksonville Beach and is thus an "at-will" employee of the City. Nothing herein shall be interpreted to imply or suggest a guaranteed tenure of employment.

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Robinson to resign at any time from this position with the City, provided however, she shall provide the City Council with at least sixty (60) calendar days prior written notice of resignation, unless waived by the City Council.
- B. The City Attorney agrees to remain in the exclusive employ of the City for an indefinite period and shall not accept other employment unless the City Attorney gives written notice of resignation. Representation on existing cases shall be terminated prior to her first day of employment with the City of Jacksonville Beach unless the City Council provides prior authorization. Nothing in this agreement shall preclude the City Attorney from providing pro bono legal services as required by The Florida Bar so long as said services do not conflict with the City or with her professional obligations to the City.

- C. It is understood that after notice of termination in any form, the City Attorney and the City Council will cooperate professionally for an orderly transition.

Section 4. Hours of Work

- A. Robinson acknowledges that the proper performance of the duties of the City Attorney will require her to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Conversely, the City recognizes and acknowledges that because the City Attorney may often have to perform services outside of normal business hours that, when it is reasonable to do so, the City Attorney may, periodically, alter her times of arrival and departure to and from the workplace. Notwithstanding the foregoing, the City Attorney agrees to devote additional time as necessary for the full and proper performance of the duties of the position and that the compensation provided in this Agreement includes and is sufficient compensation for the performance of all such services.
- B. The City agrees the City Attorney will be permitted reasonable time off, as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Attorney. The City Attorney shall be granted, upon her start date as referenced in Section 2, paid leave of 3 vacation days and 5 sick leave days and shall also begin to accrue paid leave under the City's Personnel Policies at the same rate as employees classified as Executive Management. The City Attorney shall be granted the same paid holidays allowed to all non-union City employees in the general service.

Section 5. Termination and Severance Pay

- A. The City Attorney may only be removed as set forth in the City Charter, as same may be amended from time to time. It is understood that the City is currently undergoing a Charter Review by the City Council and that there may be suggested changes to the City Charter concerning removal grounds and procedures for the office of City Attorney. Should any such changes be approved by the city electorate within two (2) years of the execution of this agreement, those changes will apply retroactively to this agreement. However, any changes made thereafter to these provisions shall not apply to this agreement unless specifically agreed to by the City Attorney in a specific amendment hereto.
- B. If the employment of the City Attorney is terminated pursuant to the procedures in the City Charter, the City agrees to pay severance pay equal to twenty (20) weeks of total compensation, less federal and state withholding. In addition, the City Attorney shall be

compensated for accrued paid leave calculated at the rate of pay in effect upon termination, as authorized by City policies and law.

- C. The City Attorney shall not be entitled to the severance benefits described in section 5 B above if she is convicted of, pleads no contest to, or receives a withhold of adjudication for a felony or misdemeanor crime involving moral turpitude or dishonesty, or if she acts with misfeasance or malfeasance or otherwise is guilty of misconduct which constitutes conduct demonstrating disregard of the City's interests, a violation or disregard of the standards of behavior to which the City has a right to expect of the City Attorney, carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil design, or shows an intentional and substantial disregard of the City's interests or of the City Attorney's duties and obligations to the City, including but not limited to conduct resulting in material harm to the City, loss of license to practice law, willful neglect or failure to perform her duties, insubordination, misconduct, as defined in section 443.036 (29), Florida Statutes, as it may be amended from time to time, or acts of dishonesty. For termination due to the reasons related to this subsection, the City Attorney is only entitled to compensation for hours actually worked up to the termination date and compensation for accrued leave.
- D. If this Agreement is terminated by the death of the City Attorney, the City shall pay a designated beneficiary of the City Attorney, or her estate all accrued compensation due to the City Attorney as of the date of her death. The City shall have no other liability to the City Attorney, her estate, heirs, or beneficiaries, and neither the City Attorney's beneficiary nor estate will be entitled to any severance pay.

Section 6. Residency

The City Attorney shall establish, within six (6) months of commencement of employment, as referenced in Section 2, her principal place of residence within a 30 mile radius of the city limits of the City of Jacksonville Beach. Residency within a 30 mile radius of the city limits of the City of Jacksonville Beach shall be maintained throughout the term of employment.

Section 7. Salary

- A. The City agrees to pay the City Attorney an annual base salary of \$155,000.00 (one-hundred and fifty-five thousand dollars) during the first year of this agreement, payable in bi-weekly equal installments, for services rendered. Should the City approve a cost-of-living allowance for City employees prior to the City Attorney's first day of employment with the City she shall be entitled to also receive such allowance, which shall be in addition to and not inclusive of this annual base salary.

- B. After conducting an annual review of the City Attorney's job performance, the City Council shall consider the results of her performance evaluation as outlined in section 8 below, and guidelines applied to department heads, in determining the amount of salary adjustment and benefit adjustment for the City Attorney, whether an increase or decrease. Decreasing the City Attorney's salary and/or benefits outside of the conditions of 7.B, and without mutual consent, shall constitute breach of contract, and allow the City Attorney to interpret such action as termination.

Section 8. Performance Evaluation, Goals and Objectives

- A. Within the first six months of the City Attorney's employment, the City Council shall meet with the City Attorney for the specific purpose of setting goals for the City and for the City Attorney and initiating periodic work programs.
- B. The City Attorney shall work with the City Manager to identify processes and procedures for requests for, and provision of, legal services to City departments and staff.
- C. The City Council shall review the City Attorney's job performance at least once annually with the first review being on or before the City Attorney's anniversary employment date of October 7, 2022. Later annual reviews will occur during the same anniversary month of each year unless the parties agree otherwise.
- D. The City Council shall provide the City Attorney a reasonable and adequate opportunity to discuss the City Attorney's evaluation with the City Council.
- E. The City's Human Resources Director shall be responsible for scheduling the City Attorney's annual review.

Section 9. Other Benefits

- A. Vehicle - The City Attorney shall receive a vehicle allowance in a fixed amount for the use of a privately owned vehicle in the conduct of official City business. The vehicle allowance is intended as reimbursement for local mileage in Duval, Nassau and St. Johns Counties. The City Attorney shall be reimbursed by the City on a per mile basis for business travel in the City Attorney's personal vehicle to destinations outside Duval, Nassau and St. Johns Counties, in accordance with the City's Travel Policy. The annual amount of the vehicle allowance is defined in the City's Pay Plan for Directors, Managerial, Professional, and Administrative Employees and may be modified periodically with approval by the City Council. On the effective date of this Agreement, the annual amount of the vehicle allowance is \$4,800.00, payable in bi-weekly equal installments.

- B. Cell Phone - The City shall provide the City Attorney with a cellular telephone for both professional and personal use in accordance with the City's Technology Policy.
- C. Laptop Computer - The City shall provide the City Attorney with a laptop computer for professional use in accordance with the City's Technology Policy.

Section 10. Retirement/Deferred Compensation

- A. The City Attorney may elect to become a member of, or not to participate in, the General Employees' Pension Plan. Election must be exercised within 90 days of initial employment. Robinson has the option to rescind her election to participate or not to participate in the pension plan one time before vesting. If Robinson elects not to participate in the pension plan, the City will contribute a percentage of her salary, on a bi-weekly basis, into the ICMA 457 Deferred Compensation Plan. In the event that the annual contribution limit for Robinson's ICMA 457 account is met prior to the end of the calendar year, the City will make the remaining tax-deferred contributions to another IRS-approved individual retirement plan designated by Robinson. Alternatively, Robinson may elect to receive the remaining contributions in excess of the annual limit in the form of taxable supplemental pay. The amount of the City contribution to Robinson's individual retirement plan shall be the same percentage of base salary as the City contributes for all other City employees that are members of the General Employees' Pension Plan. On the effective date of this Agreement, the City contribution was 18.03%.
- B. If the City Attorney elects to participate in the General Employees' Pension Plan, she shall also be eligible to participate in the City's 457 Deferred Compensation Plan under the same conditions as other City employees.

Section 11. Insurance

- A. The City agrees to provide and pay the City Attorney's health, dental, and vision insurance in the same manner and under the same conditions as other City employees.
- B. Health insurance coverage for Robinson shall commence on December 1, 2021. In the event that Robinson incurs charges for health insurance premiums during the period from October 7, 2021 through November 30, 2021, the City agrees to reimburse Robinson for the amount of the premiums.
- C. The City agrees to provide and pay the City Attorney's life, disability and other insurance in the same manner and under the same conditions as other City employees.

Section 12. Professional Development and Resources

- A. The City Attorney agrees to obtain the Florida Bar Board Certification for City, County and Local Government Law, within four (4) years of initial employment, and maintain Board Certification for the duration of employment. The City agrees to pay the cost of preparation, exam fees, continuing education, and other reasonable costs associated with obtaining and maintaining the Florida Bar Board Certification for City, County and Local Government Law.
- B. The City agrees, subject to the annual budget approved by the City Council, to pay the cost of professional licensing, subscriptions, and memberships to the Florida Bar, the Florida Municipal Attorneys Association, and other professional organizations as may be deemed appropriate for the position.
- C. The City shall pay the registration fees, travel, and subsistence expenses of electronic and in-person professional conference training and seminars consistent with the City's policy on travel. In any event, the expenses for the registration for the professional conference training and seminars shall not be less than the amount required to maintain the Florida Bar licensed status, and Florida Bar Board Certification for City, County and Local Government Law. The City Attorney will submit a detailed list of anticipated expenses at the time of budget approval.

Section 13. Moving Expenses

The City agrees to pay directly or reimburse the City Attorney for the actual and reasonable expenses of moving into the area, as referenced in Section 6, as determined after the City Attorney has provided to the City three (3) written estimates of such expenses. Such expenses may include packing, moving, storage costs, unpacking, insurance charges and other reasonable customary moving expenses.

Section 14. Indemnification

The City shall defend and indemnify the City Attorney against any action, including but not limited to: tort, professional liability claim, or demand or other non-criminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope and performance of her duties as City Attorney, other than an action brought by the City against the City Attorney, or any action filed against the City by the City Attorney, unless otherwise provided by law. A settlement of any claim against Robinson may not be made without prior approval of the City Council. This indemnification shall extend beyond termination of employment, and the expiration of this Agreement, to

provide full and complete protection to the City Attorney by the City, as described herein, for any acts undertaken or committed in her capacity as City Attorney, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following employment with the City.

Section 15. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties. This Agreement shall become effective as of the date first written above, contingent upon adoption and approval by the Jacksonville Beach City Council and execution by the City Attorney.
- B. Robinson shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the governing body, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. The City (including individuals within the governing body) shall support Robinson in keeping these commitments by refraining from any orders or requests to endorse any candidate, make any financial contribution, sign, or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality, and merit.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- D. The terms of this Agreement shall remain in full force and effect and hold over until employment is terminated under the terms herein or a new Agreement or Amendment to this Agreement has been negotiated and entered into by the City Council and the City Attorney.
- E. This Agreement may not be assigned by either party without the written consent of the other party.
- F. This Agreement shall be interpreted by the laws of the State of Florida. Venue shall be in Duval County.
- G. No amendment of this Agreement shall be effective unless in writing and signed by both parties.

- H. Notices pursuant to this Agreement shall be considered given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed to the Office of the Mayor, and to the City Attorney's home address on file in the Human Resources Department. Alternatively, notices required pursuant to this Agreement may be personally served or served in the same manner as is applicable to civil suits in the State of Florida. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

IN WITNESS WHEREOF, the City of Jacksonville Beach has caused this Agreement to be signed and executed on its behalf by its Mayor and City Manager and duly attested by its City Clerk, and Robinson has signed and executed this agreement on the date first written above.

ATTEST:

CITY OF JACKSONVILLE BEACH:

Sheri Gosselin, City Clerk

Christine H. Hoffman, Mayor

Michael J. Staffopoulos, City Manager

EMPLOYEE:

Sandra Renee Robinson
Fla. Bar No. 17757

APPROVED AS TO FORM:

Clifford B. Shepard, Attorney

EXHIBIT A
ESSENTIAL DUTIES AND RESPONSIBILITIES

- Prepares and/or approves as to form all contract, bonds and other instruments in which the City is concerned.
- As required by resolution, represents the City in court, and before quasi-judicial or administrative agencies of government relative to complaints, suits, and controversies in which the City is a party.
- Prepares legal briefs, develops strategy, arguments, and testimony in preparation for presentation of a case.
- Prosecutes municipal citations (as applicable).
- Provides legal support for staff presenting to the Special Magistrate. Interprets laws, rulings, and regulations.
- Provides legal opinions on any question of law relating to the respective powers and duties of the City Council and City Manager or other matters as required by the City Council or City Manager.
- Prepares ordinances and resolutions requiring legal experience or as directed by the City Council. Reviews and approves all ordinances and resolutions to be considered by the City Council.
- Attends all City Council regular and special meetings. Attends meetings of the Planning Commission, Special Magistrate, Board of Adjustment, and any other meetings as directed by Council or, if after a review of the Agenda, she determines that the scheduled matters require her appearance. Other meetings shall be attended at the request of the City Council or City Manager, or as necessary to provide legal advice and opinions relative to matters under consideration by the City Council.
- Prepares department budget and assures office operates within assigned parameters of the budget.
- Provides resources, guidance and information for annual Ethics, Sunshine Law and other necessary training to the City Council and appointed board members to ensure they are capable of properly and legally performing their duties.
- If requested by the City Council, provides time estimates regarding legal services, and the applicable department or subject matter.
- Performs other duties as assigned by the City Council.