



City of Jacksonville Beach

Agenda

11 North Third Street
Jacksonville Beach, Florida

City Council

Monday, June 15, 2026

6:00 PM

Council Chambers

MEMORANDUM TO:

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

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

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- A. Minutes for the Regular City Council Meeting held on May 18, 2026

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A. Accept the Monthly Financial Reports for the Month of May 2026

MAYOR AND CITY COUNCIL

- A. Florida Municipal Power Agency (FMPA) Awards Recognition for Beaches Energy Services

CITY CLERK

CITY MANAGER/NEW BUSINESS

- A. Approve/Disapprove the purchase of a 138kV/26.4kV substation transformer utilizing a piggyback (cooperative) purchasing method of JEA's RFP # 1411282646 with Prolec-GE Waukesha Inc.
- B. 1. Authorize all elected officials for travel to the Florida League of Cities' Annual Conference, August 13-15, 2026, in Hollywood, FL.
2. Authorize the following elected officials as the voting delegate and back up delegate at the Florida League of Cities' Annual Conference: _____
3. Authorize the following elected officials for travel to the Florida League of Cities' Policy Committee Meetings in Orlando, FL: _____
4. Authorize all elected officials for travel to the Florida League of Cities' Legislative Conference, December 3-4, 2026, in Orlando, FL
- C. Approve/Disapprove proceeding with the replacement of the network gear and cameras at the Water Reclamation Facility

RESOLUTIONS

ORDINANCES

- A. Adopt/Deny Ordinance No. 2026-8237 on the second reading amending Chapter 34 Land Development Code, Articles III, V, VI, and VII
- B. Approve/Disapprove Ordinance No. 2026-8238 on the first reading amending Chapter 12 Streets, Food and Food Products, Section 12-33(3) Hours of operation, signage and noise, to provide an exemption for overnight parking for mobile food dispensing vehicles, and schedule a second reading for July 20, 2026

ADJOURNMENT

NOTICE

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

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

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

**Minutes of Regular City Council Meeting
held Monday, May 18, 2026 at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

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

CALL TO ORDER:

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

ROLL CALL:

Mayor: Christine Hoffman

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

Also present were: City Manager Mike Staffopoulos, City Attorney David Migut, Director of Public Works Dennis Barron, Senior Planner Christian Popoli, and City Clerk Molly Allegger.

APPROVAL OF MINUTES:

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

- Regular City Council Meeting held on April 20, 2026
- Special Council Briefing held on April 27, 2026

Motion to Amend: It was moved by Ms. Golding, seconded by Mr. Wouters, and passed unanimously to amend the April 27, 2026 Special Council Briefing minutes to include a reference to contacting Kevin Bodge to assist with connecting to Florida Department of Environmental Protection regarding the walkovers being overtaken by the dunes.

Discussion: None.

Motion to Amend Voice Vote: In a voice vote, the motion to amend passed unanimously.

Amended Motion: In a voice vote, the amended motion passed unanimously.

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

- Special Council Briefing held on May 8, 2026

APPROVAL OF THE AGENDA

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

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

ANNOUNCEMENTS:

Council Member Golding announced new playground equipment had been installed at Tall Pines Park and noted a vinyl fence and basketball court expansion were also underway. She recognized the upcoming Memorial Day ceremony on May 25, 2026, at the Beaches Veterans Memorial Park and reported she and Council Member Janson attended the Florida League of Cities Leadership Class. Ms. Golding noted sea turtle nesting began on May 1 and thanked Communications Manager Jacob for adding the sea turtle information to the City website. She

also welcomed Girl Scout Troop 63211 to the meeting and recognized their sea turtle conservation project and Bronze Award work.

Girl Scout Troop 63211 presented a video and remarks about sea turtle conservation, artificial light pollution, and their plans to partner with the City Council to expand awareness efforts.

Council Member Sutton echoed appreciation for the improvements at Tall Pines Park and recognized the upcoming Memorial Day ceremony.

Council Member Janson thanked colleagues for support in attending the Florida League of Cities Leadership Class. He announced he would represent Jacksonville Beach at the City of Jacksonville Memorial Day ceremony.

Mayor Hoffman noted upcoming Fletcher High School graduation and thanked Council Members for representing the City at community events.

COURTESY OF THE FLOOR TO VISITORS:

- Duke Lewis, 24 Hopson Road, Jacksonville Beach, spoke about the Discovery School.
- Doug Conkey, 7775 Baymeadows Way, Jacksonville Beach, spoke about St. Johns River Water Management water shortage order.

CONSENT AGENDA:

Item A Accept the Monthly Financial Reports for the Month of April 2026

Item B 1. Award Bid No. 2526-07 Fencing Service to Armstrong Fence as the Primary contractor; Guardian Fence and Gates as the Secondary contractor; and A. Norman Fence Co. as the Tertiary contractor; and

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

Item C 1. Award Bid No. 2526-08 for Landscape Services to:

- **Yardnique as the Primary contractor; United Land Services as Secondary contractor; and BrightView as Tertiary contractor for Section 1 (Downtown);**
- **Chrisvon Services as the Primary contractor; Prestige Landscapes as Secondary contractor; and BrightView as Tertiary contractor for Section 2 (Operations & Maintenance Grounds);**
- **Prestige Landscapes as the Primary contractor; United Land Services as Secondary contractor; and Chrisvon Services as Tertiary contractor for Section 3 (Parks & Recreation Grounds);**
- **Prestige Landscapes as Primary contractor; and United Land Services as Secondary contractor for Section 4 (Fountain View Park);**
- **Chrisvon Services as the Primary contractor; Prestige Landscapes as Secondary contractor; and Rotolo Consultants as Tertiary contractor for Section 5 (Medians – Southend CRA);**
- **Chrisvon Services as the Primary contractor; Rotolo Consultants as Secondary contractor; and Prestige Landscapes as Tertiary**

**contractor for Section 6 (Landscaped Medians from JTB to Seagate);
and**

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

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

Discussion: None.

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

MAYOR AND CITY COUNCIL:

Item A Proclamation for National Safe Boating Week

Mayor Hoffman read the Proclamation for National Safe Boating Week, May 16–22, 2026, which was accepted by Andy Koenig and Bill Hurlburt of the United States Coast Guard.

CITY CLERK: None.

CITY MANAGER/NEW BUSINESS:

Item A Approve/Disapprove the purchase of a replacement Tandem Dump Truck for \$220,036 from Cumberland utilizing the Florida State Sheriff's Association Cooperative Purchasing Program

Director of Public Works Dennis Barron introduced the item and provided background.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve the purchase of a replacement Tandem Dump Truck for \$220,036 from Cumberland utilizing the Florida State Sheriff's Association Cooperative Purchasing Program.

Discussion: A discussion ensued about vehicle specifications and price point.

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

The motion passed unanimously.

RESOLUTIONS: None.

ORDINANCES:

Item A Approve/Disapprove Ordinance No. 2026-8236 on the first reading amending Chapter 4, Section 4- 5 to establish a two-year pilot program to increase the number of temporary extension of premises permits, and schedule a second reading for June 1, 2026

Senior Planner Christian Popoli introduced the item and provided background.

Mayor Hoffman requested the City Clerk read Ordinance No. 2026-8236 by title only, whereupon Ms. Allegre read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 4 – ALCOHOLIC BEVERAGES, SECTION 4-5 – TEMPORARY EXTENSION OF LICENSED PREMISES ESTABLISHING A TWO-YEAR PILOT PROGRAM TO ALLOW FOR A TEMPORARY INCREASE IN THE NUMBER OF TEMPORARY PREMISES EXTENSION PERMITS; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER’S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.”

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

I will now open the public hearing on Ordinance No. 2026-8236.”

Public Hearing:

The following expressed concerns regarding provisions in the Ordinance:

- Kathy Hall, 1639 6th Street South, Jacksonville Beach

The following spoke in opposition to the ordinance:

- Jim Sorrell, 428 North 10th Street, Jacksonville Beach

Mayor Hoffman closed the public hearing.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve Ordinance No. 2026-8236 on the first reading amending Chapter 4, Section 4- 5 to establish a two-year pilot program to increase the number of temporary extension of premises permits, and schedule a second reading for June 1, 2026.

Discussion: A discussion ensued about limiting permits to home games only, police department impacts, and alcohol.

Motion to Amend: It was moved by Mr. Sutton, seconded by Mr. Janson, to amend the ordinance to limit the six additional permits to designated home games only for the 2026–2027 and 2027–2028 Jacksonville Jaguars football seasons.

Discussion: A discussion continued about designated home games, pilot program review, and amendment.

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

The motion to amend passed unanimously.

Discussion: A discussion continued about business participation constraints, start time, concerns expressed during public comment, locations, and amplified noise.

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

The amended motion passed unanimously.

ADJOURNMENT:

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

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

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

Submitted by: Molly Alleger
City Clerk

Approval: _____

Christine H. Hoffman, MAYOR

Date: _____

DRAFT



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	June 15, 2026
SUBJECT:	Monthly Financial Reports for the Month of May 2026

BACKGROUND

Attached are the monthly financial reports for May 2026 as prepared by the Finance Department. These reports represent 8 months of activity, or 66.6% of the total annual budget, and are prepared on a cash basis.

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

FINANCIAL IMPACT

For informational purposes only.

REQUESTED ACTION

Accept the Monthly Financial Reports for the Month of May 2026

ATTACHMENTS

1. 2026-05 May Financials



SUMMARY BUDGET REPORT

May 31, 2026

66.6% of Year Elapsed

Exhibit 1

General Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 Taxes	18,484,898	88.9%	17,204,575	88.2%	0.8%	1,280,323
2 Licenses & Permits	643,092	68.9%	665,841	81.2%	-12.3%	(22,749)
3 Intergovernmental Revenue	3,612,075	65.3%	3,603,130	69.9%	-4.6%	8,946
4 Charges for Services	475,554	57.9%	420,127	60.0%	-2.1%	55,427
5 Enterprise Contributions	2,610,691	66.7%	2,544,728	66.7%	0.0%	65,963
6 Miscellaneous Revenue	628,209	113.0%	744,340	180.4%	-67.4%	(116,131)
7 Fines & Forfeitures	121,785	50.6%	98,812	45.3%	5.2%	22,973
8 Interfund Transfers	352,446	68.6%	341,514	66.4%	2.1%	10,932
Total Revenues	\$26,928,750	80.9%	\$25,623,066	82.3%	-1.4%	\$1,305,684

Current Year vs. Prior Year



Discussion

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

- 1 Taxes revenue is higher than the prior year due largely to the rise in property values and the timing of distributions from the Tax Collector.
- 2 The decrease in Licenses and Permits reflects a decrease in construction activity and State Statute changes that allow licensed private firms to provide building plan review and inspection services as an alternative to local governments.
- 6 Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental 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.



SUMMARY BUDGET REPORT

May 31, 2026

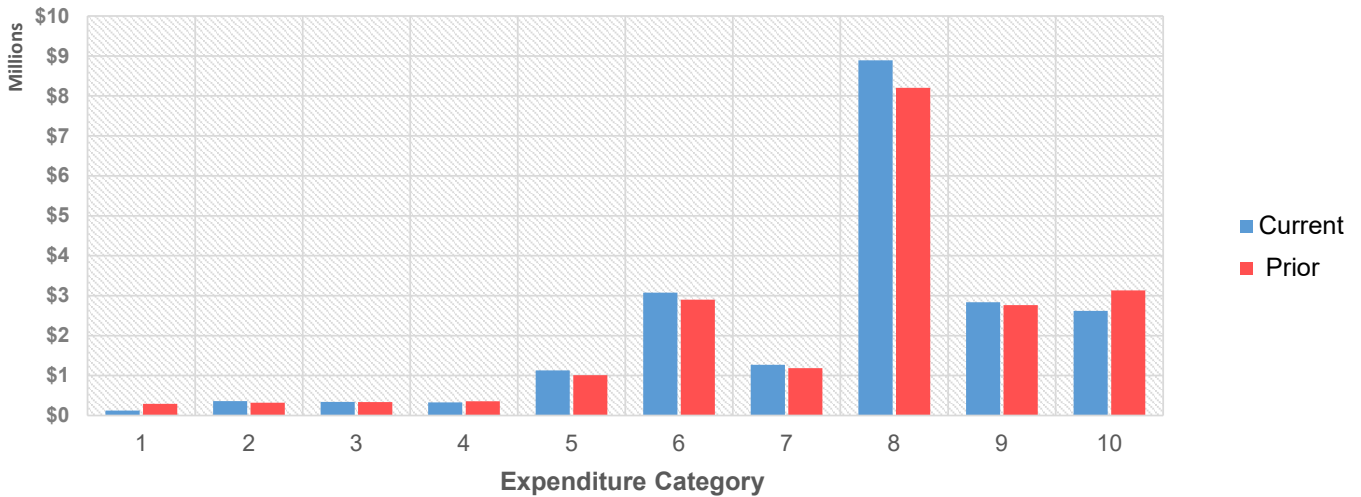
66.6% of Year Elapsed

Exhibit 2

General Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 City Administration	124,928	59.4%	292,041	78.5%	-19.1%	(167,113)
2 City Attorney	359,506	53.2%	321,099	50.7%	2.5%	38,407
3 City Clerk	339,816	53.9%	335,220	57.7%	-3.8%	4,596
4 Building Maintenance	329,639	58.8%	355,572	66.6%	-7.8%	(25,933)
5 Planning and Development	1,130,450	61.4%	1,008,477	60.6%	0.8%	121,973
6 Parks and Recreation	3,074,591	59.4%	2,900,151	62.2%	-2.7%	174,441
7 Public Works	1,268,595	56.5%	1,184,012	57.0%	-0.5%	84,583
8 Police	8,890,797	63.7%	8,202,667	64.8%	-1.1%	688,131
9 Fire Services	2,837,326	71.1%	2,762,481	70.1%	1.0%	74,845
10 Non-Departmental	2,620,501	60.3%	3,130,345	61.6%	-1.3%	(509,844)
Total Expenditures	20,976,149	62.4%	20,492,064	63.6%	-1.2%	\$484,085

Current Year vs. Prior Year



Discussion

Total General Fund Expenditures are behind current year estimates and prior year expenditures on a percent of budget basis. Negative percent variances with positive dollar variances indicate that the growth in expenditures is less than budget expectations.

- 1 The decrease in City Administration expenditures reflects Council Chambers improvements made in the prior year.
- 3 The decrease in Building Maintenance expenditures reflect the timing of HVAC repairs in the prior year.
- 9 Fire Services expenditures include the annual contribution to the Fire Pension Plan unfunded actuarial accrued liability as part of the Fire Services Agreement with the City of Jacksonville. FY2026 is the 7th of 10 annual payments to satisfy this obligation.
- 10 The decrease in non-departmental expenditures reflects the decrease in planned transfers to be used to pay for planned major capital improvements, replacements, or equipment purchases.



SUMMARY BUDGET REPORT

May 31, 2026

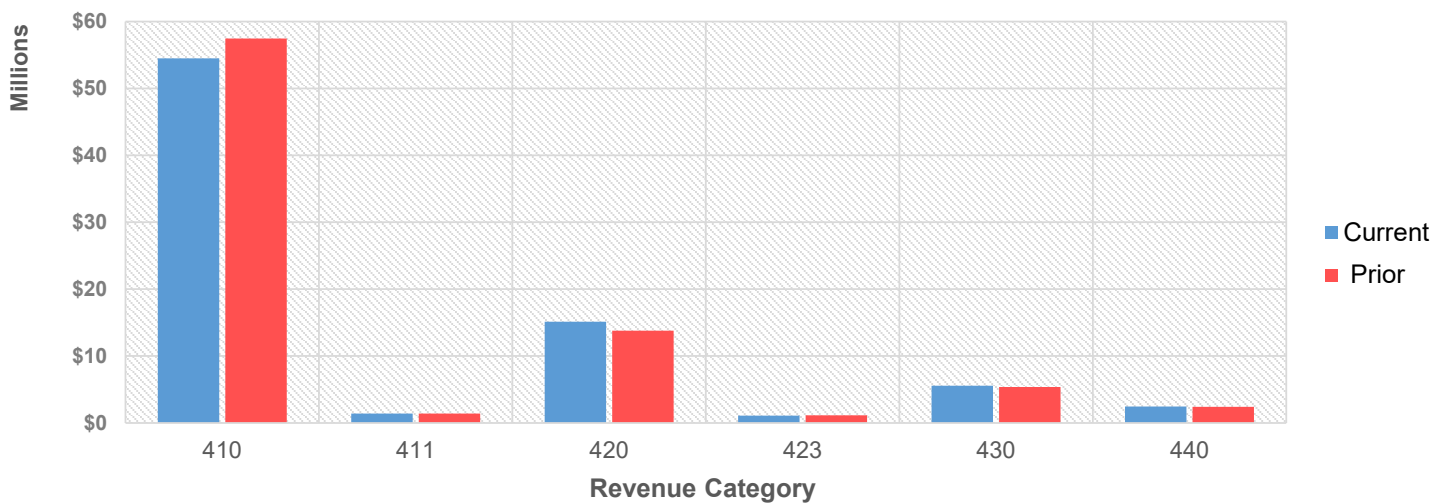
66.6% of Year Elapsed

Exhibit 3

Enterprise Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	54,492,843	61.4%	57,468,142	61.4%	0.1%	(2,975,299)
411 Natural Gas	1,396,820	60.2%	1,389,275	60.6%	-0.4%	7,545
420 Water & Sewer	15,132,349	79.1%	13,791,384	68.4%	10.8%	1,340,964
423 Stormwater	1,085,893	27.5%	1,118,964	39.7%	-12.1%	(33,071)
430 Sanitation	5,566,325	70.5%	5,368,014	68.7%	1.8%	198,311
440 Golf Course	2,455,883	68.9%	2,388,066	70.1%	-1.2%	67,817
Total Revenues	\$80,130,113	63.8%	\$81,523,846	62.6%	1.2%	(\$1,393,733)

Current Year vs. Prior Year



Discussion

Total Enterprise Fund revenues are slightly behind current year estimates and in line with prior year revenues on a percent of budget basis. Negative percent variances with positive dollar variances indicate that the growth in revenue is less than budget expectations.

- 410 The decrease in Electric revenues reflect both lower consumption and lower pass-through bulk power cost adjustment (BPCA) amounts used to pay for the cost of electricity from the City's provider from October through February. Step-up increases began on March 1st.
- 420 The increase in Water & Sewer revenues is largely attributable to grant proceeds received in the current year.
- 423 The decrease in Stormwater revenues in largely attributable to stronger investment performance at the same time in the previous year.



SUMMARY BUDGET REPORT

May 31, 2026

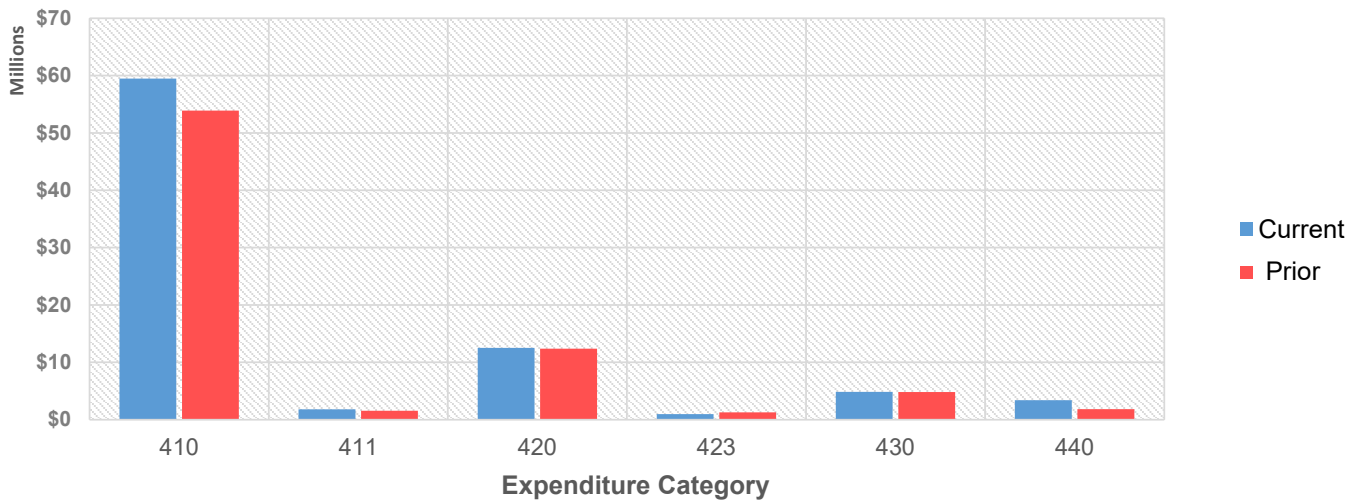
66.6% of Year Elapsed

Exhibit 4

Enterprise Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	59,470,117	55.6%	53,901,931	50.6%	5.0%	5,568,186
411 Natural Gas	1,789,357	49.0%	1,558,832	60.4%	-11.4%	230,525
420 Water & Sewer	12,512,582	27.9%	12,365,334	28.2%	-0.3%	147,247
423 Stormwater	968,432	9.6%	1,263,489	22.9%	-13.3%	(295,058)
430 Sanitation	4,852,525	58.2%	4,821,976	57.7%	0.5%	30,549
440 Golf Course	3,396,607	72.2%	1,827,688	52.7%	19.5%	1,568,918
Total Expenditures	\$82,989,619	46.4%	\$75,739,251	44.5%	2.0%	\$7,250,368

Current Year vs. Prior Year



Discussion

Total Enterprise Fund expenditures are under budget for the current year and ahead of prior year expenditures on a percent of budget basis. Negative percent variances with positive dollar variances indicate that the growth in expenditures is less than budget expectations.

- 410 The increase in Electric expenditures is attributable to an increase in power costs from the City's provider and the timing of capital improvement projects.
- 411 The increase in Natural Gas expenditures is attributable to an increase in natural gas costs from the City's provider.
- 423 The decrease in Stormwater expenditures is primarily attributable to the timing of capital improvement projects.
- 440 The increase in Golf Course expenditures is primarily attributable to the timing of capital improvement projects including the driving range netting expansion, as well as, equipment purchases.



SUMMARY BUDGET REPORT

May 31, 2026

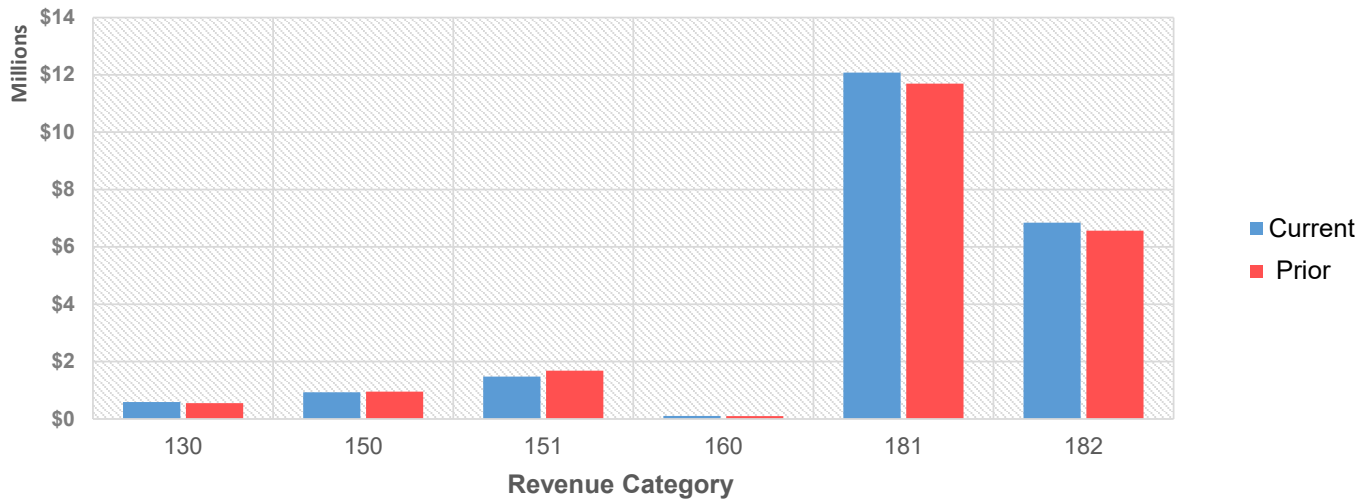
66.6% of Year Elapsed

Exhibit 5

Special Revenue Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	589,944	80.0%	549,880	68.3%	11.7%	40,064
150 Local Option Gas Tax	929,247	66.8%	947,405	67.7%	-0.9%	(18,157)
151 Infrastructure Surtax	1,477,406	69.0%	1,678,599	79.9%	-10.9%	(201,193)
160 Community Dev Blk Grant	104,446	74.2%	93,514	65.9%	8.3%	10,932
181 Downtown Increment Fund	12,080,327	104.1%	11,694,613	106.3%	-2.2%	385,714
182 Southend Increment Fund	6,840,794	191.1%	6,563,452	199.6%	-8.4%	277,342
Total Revenues	\$22,022,165	112.4%	\$21,527,464	114.9%	-2.5%	\$494,701

Current Year vs. Prior Year



Discussion

Total revenues in the Special Revenue Funds are over budget for the current year and behind the prior year actuals on a percent of budget basis. Negative percent variances with positive dollar variances indicate that the growth in revenue is less than budget expectations.

151 The decrease in Infrastructure Surtax revenue reflects both declining receipts and stronger investment earnings performance in the prior year.

181/ 182 The annual tax increment distributions for both the Downtown and Southend districts were received in December.

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SUMMARY BUDGET REPORT

May 31, 2026

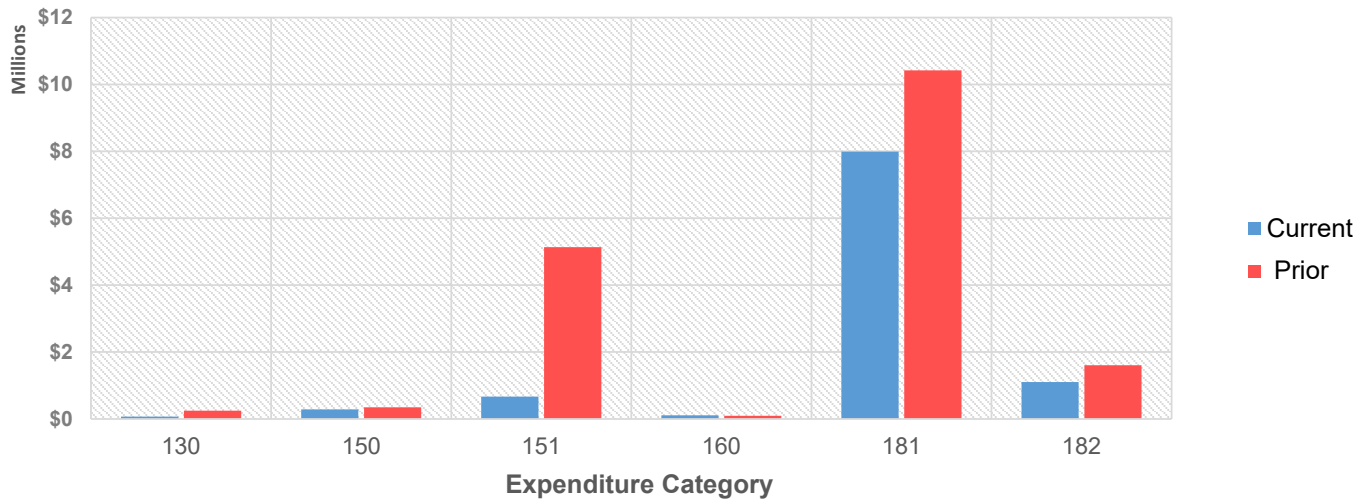
66.6% of Year Elapsed

Exhibit 6

Special Revenue Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	67,025	9.0%	244,145	27.5%	-18.5%	(177,120)
150 Local Option Gas Tax	281,326	19.6%	344,693	27.6%	-8.1%	(63,366)
151 Infrastructure Surtax	664,291	6.5%	5,131,815	30.7%	-24.2%	(4,467,524)
160 Community Dev Blk Grant	104,446	73.6%	93,514	65.9%	7.7%	10,932
181 Downtown Increment Fund	7,988,535	37.4%	10,420,547	30.4%	7.1%	(2,432,012)
182 Southend Increment Fund	1,101,598	9.7%	1,603,153	26.3%	-16.6%	(501,555)
Total Expenditures	\$10,207,221	22.6%	\$17,837,866	30.0%	-7.4%	(\$7,630,645)

Current Year vs. Prior Year



Discussion

In total, Special Revenue Fund expenditures are under budget and behind the prior year on a percent of budget basis. Negative percent variances with positive dollar variances indicate that the growth in expenditures is less than budget expectations.

130 The decrease in Convention Development expenditures reflects the timing of capital improvements projects undertaken in the prior year.

151 The decrease in Infrastructure Surtax expenditures reflects a large scale milling and paving project undertaken in the prior year.

181/ 182 The decrease in Downtown and Southend Increment fund expenditures are due to the timing of capital projects.



SUMMARY BUDGET REPORT

May 31, 2026

66.6% of Year Elapsed

Exhibit 7

Summary Revenues and Expenditures

Fund	Revenues				Expenditures			
	Budgeted Annual	Budgeted To Date	Actual To Date	Variance Favorable/ (Unfavorable)	Budgeted Annual	Budgeted To Date	Actual To Date	Variance Favorable/ (Unfavorable)
001 General Fund	33,291,396	22,163,861	26,928,750	4,764,889	33,634,921	22,392,564	20,976,149	1,416,415
130 Convention Development Tax	737,000	490,660	589,944	99,284	743,088	494,713	67,025	427,688
150 Local Option Gas Tax	1,390,338	925,622	929,247	3,625	1,436,286	956,212	281,326	674,886
151 Infrastructure Surtax	2,142,243	1,426,206	1,477,406	51,200	10,146,225	6,754,884	664,291	6,090,593
160 Community Dev. Blk. Grant	140,855	93,775	104,446	10,671	142,000	94,537	104,446	(9,909)
181 Downtown Increment Fund	11,609,411	7,729,005	12,080,327	4,351,322	21,332,952	14,202,486	7,988,535	6,213,951
182 Southend Increment Fund	3,578,842	2,382,626	6,840,794	4,458,168	11,360,939	7,563,584	1,101,598	6,461,986
410 Electric Utility	88,699,687	59,052,120	54,492,843	(4,559,278)	107,038,850	71,261,481	59,470,117	11,791,364
411 Natural Gas Utility	2,319,343	1,544,111	1,396,820	(147,291)	3,652,607	2,431,736	1,789,357	642,378
420 Water & Sewer Utility	19,126,825	12,733,749	15,132,349	2,398,599	44,836,483	29,850,042	12,512,582	17,337,461
423 Storm Water Management	3,942,823	2,624,948	1,085,893	(1,539,055)	10,124,380	6,740,340	968,432	5,771,909
430 Sanitation Fund	7,898,505	5,258,457	5,566,325	307,869	8,335,670	5,549,501	4,852,525	696,976
440 Golf Course Fund	3,563,656	2,372,516	2,455,883	83,367	4,705,709	3,132,842	3,396,607	(263,764)
460 Leased Facilities Fund	842,436	560,855	563,025	2,171	1,042,115	693,792	707,577	(13,785)
500 Internal Service Funds	22,264,123	14,822,416	14,840,132	17,716	22,363,078	14,888,296	14,830,908	57,388
Total:	\$201,547,483	\$134,180,927	\$144,484,185	10,303,258	\$280,895,303	\$187,007,010	\$129,711,474	\$57,295,536

Fund	Net Income/ (Loss)	Net Variance Favorable/ (Unfavorable)
001 General Fund	5,952,601	6,181,304
130 Convention Development Tax	522,919	526,972
150 Local Option Gas Tax	647,921	678,511
151 Infrastructure Surtax	813,115	6,141,794
160 Community Dev. Blk. Grant	-	762
181 Downtown Increment Fund	4,091,793	10,565,273
182 Southend Increment Fund	5,739,196	10,920,154
410 Electric Utility	(4,977,274)	7,232,086
411 Natural Gas Utility	(392,537)	495,088
420 Water & Sewer Utility	2,619,767	19,736,060
423 Storm Water Management	117,461	4,232,854
430 Sanitation Fund	713,801	1,004,845
440 Golf Course Fund	(940,724)	(180,398)
460 Leased Facilities Fund	(144,551)	(11,614)
500 Internal Service Funds	9,224	75,104
Total:	\$14,772,711	\$67,598,794

Discussion

Overall year to date revenues exceed expenditures on a cash basis. It should be noted that seasonality may affect the net variances in any given month.

- 001, 181, 182 Property tax revenues received in the 1st and 2nd quarter of the year will create positive variances in the General Fund and Tax Increment Funds that will diminish as the fiscal year progresses.
- 410 Expenditures exceed revenues in the Electric Fund as the cost of power increases and the City undertakes capital projects using reserves set aside in prior years.
- 411 Expenditures exceed revenues in the Natural Gas Fund as the cost of gas from the City's provider increases. The pass-through portion of customer rates was adjusted in March to recover the difference.
- 440 Expenditures exceed revenues in the Golf Course Fund as reserves from a prior year are utilized to replace and expend the driving range netting.
- 460 Expenditures exceed revenues in the Leased Facilities Fund as transfers are made to Information Services to pay for software licenses and technology purchases.



CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

May 31, 2026

Type of Investment	10/1/2025 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	5/31/2026 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	52,930,891	941,446	57,546	(56,678)	(78,562)	863,751	0	53,794,643	0.31%
Galliard Capital Management	61,188,900	1,712,155	114,176	(541,567)	(89,552)	1,195,212	-	62,384,112	0.43%
Garcia Hamilton & Associates	61,082,122	1,407,046	327,072	(855,277)	(89,134)	789,707	(0)	61,871,829	0.28%
State Pooled Investment Fund	37,628,473	1,001,667	-	-	-	1,001,667	(0)	38,630,140	0.36%
Florida Trust	38,999,300	1,015,596	-	-	-	1,015,596	0	40,014,896	0.37%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	14,422,171	323,688	-	-	-	323,688	0	14,745,859	0.12%
Operating Cash: Bank of America	14,863,341	373,020	-	-	(133,819)	239,201	(3,137,758)	11,964,784	0.08%
Petty Cash / Change Funds	4,325	-	-	-	-	-	-	4,325	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	281,119,525	6,774,617	498,795	(1,453,523)	(391,067)	5,428,822	(3,137,758)	283,410,588	1.94%
Pension: Salem Mutual Fund	96,563,357	4,004,249	2,007,147	3,142,411	-	9,153,807	139	105,717,303	6.81%
Pension: Sawgrass Asset Mgt	36,436,763	1,043,527	111,345	(481,798)	(90,328)	582,746	(0)	37,019,509	0.40%
Pension: Wells Capital	19	120	-	-	(0)	120	(139)	0	0.00%
Pension: JPMCB - Strategic Property Fund	4,963,013	-	-	(458,554)	-	(458,554)	-	4,504,459	-0.28%
TOTAL PENSION INVESTMENTS	137,963,153	5,047,896	2,118,491	2,202,059	(90,328)	9,278,118	(0)	147,241,271	6.73%
TOTAL CASH AND INVESTMENTS	\$419,082,678	\$11,822,513	\$2,617,286	\$748,536	(\$481,395)	\$14,706,940	(\$3,137,758)	\$430,651,860	



CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopoulos, City Manager
FROM:	Allen Putnam, Director Beaches Energy
DATE:	June 15, 2026
SUBJECT:	Purchase of a 138kV/26.4kV Substation Transformer

BACKGROUND

Beaches Energy Services requests approval to procure a replacement power transformer through a piggyback purchase utilizing a competitively awarded contract from a neighboring utility. This procurement method provides significant cost and schedule benefits while reducing the administrative and engineering resources required to conduct a separate competitive solicitation.

Transformer pricing and lead times continue to increase substantially across the electric utility industry due to growing demand, aging infrastructure, ongoing supply chain constraints, and accelerated data center development. Industry estimates indicate transformer prices are increasing by approximately 16% annually, with lead times extending an additional six months each year.

In 2024, the estimated cost for this transformer was approximately \$1.7 million with an anticipated lead time of two years. Current pricing for the same transformer configuration is approximately \$2.4 million with an estimated delivery timeline of three years. Both costs and lead times are expected to continue rising.

Beaches Energy currently operates three large power transformers installed in 1982 that are approaching the end of their expected service life. Industry standards generally place the average operational lifespan of these transformers at approximately 40 years. Although preventative maintenance and refurbishment efforts can extend operational life, unexpected failures remain possible and could significantly impact system reliability.

This project was originally identified in the Fiscal Year 2025 Capital Improvement Plan as part of the Ft. Diego Substation Transformer 1 Replacement Project. Procurement was temporarily deferred while Beaches Energy pursued a federal grant opportunity that could reimburse up to 75% of eligible project costs. While the grant opportunity remains active, the timing of any award determination is uncertain. Procuring equipment specifically designated for the grant project prior to an award decision would render those costs ineligible for reimbursement.

To balance system reliability needs with the potential for future grant eligibility, Beaches Energy Services proposes procuring one transformer at this time while maintaining flexibility regarding its final installation location until closer to delivery. This approach preserves the Utility's ability to pursue future grant reimbursement opportunities while ensuring readiness to replace the transformer presenting the greatest operational need at the time of delivery.

In addition, because this transformer requires a highly specialized configuration, staff believe a separate competitive solicitation would likely yield the same procurement outcome while requiring



additional time and administrative expense. Funding for this purchase would be accommodated through the delay, deferral, or reprioritization of other planned capital projects within the existing budget structure.

FINANCIAL IMPACT

Funding for this project is available within the FY2026 capital improvements budget based on the timing of planned projects. No budget adjustment is required.

REQUESTED ACTION

Approve/Disapprove the purchase of a 138kV/26.4kV substation transformer utilizing a piggyback (cooperative) purchasing method of JEA's RFP # 1411282646 with Prolec-GE Waukesha Inc.

ATTACHMENTS

1. Piggyback Form v1.2026 Waukesha Substation Transformer



1. REQUESTOR & PIGGYBACK ORIGINATOR INFORMATION:			
Requesting Department/Division:		Originating Public Entity:	
Contact Person:		Originating Purchasing Agent:	
Contact Information (Phone/Email):		Contact Information (Phone/Email):	
Request Type:	<input type="checkbox"/> New Request <input type="checkbox"/> Annual Update	Estimated Total "Accumulated" Cost (term/lifecycle):	
Contract Term Requested:	<input type="checkbox"/> One-time purchase <input type="checkbox"/> 1 year <input type="checkbox"/> Multi-year (__years)	Funding Source / Account:	
2. DESCRIPTION & PIGGYBACK BID/CONTRACT DETAILS:			
Commodity/Services Being Purchased:		Renewal Options/Terms:	
Brief Description of the Contract:		Bid/RFP #:	
Contract Effective Date:		Bid/RFP Opening Date:	
Contract Expiration Date:		Date of Award:	
3. VENDOR DETAILS:			
Awarded Vendor:		Vendor Address:	
Vendor Contact Person:		Vendor Contact Information (Phone/Email):	
4. SCOPE MATCH / ELIGIBILITY CONFIRMATION:			
<input type="checkbox"/> The originating contract scope matches the City's intended scope (no material differences).			
<input type="checkbox"/> The pricing structure applies to the City's use case and quantities.			
<input type="checkbox"/> The originating contract permits piggybacking / cooperative use (or the originating entity confirms it is allowed).			
<input type="checkbox"/> The vendor confirms they will honor the same pricing and terms for the City of Jacksonville Beach.			
<input type="checkbox"/> The contract was awarded through a competitive process (ITB/RFP/RFQ) and documentation is attached substantiating the tabulation of other vendor responses.			
5. JUSTIFICATION: Briefly explain why piggybacking is the best value, and in the City's best interest (schedule, pricing, standardization, etc.):			



6. DEPARTMENT ACKNOWLEDGEMENT:	
I certify that the information provided in this request is complete and correct to the best of my knowledge. I attest that the goods/services requested are within the scope of the referenced cooperative/piggyback contract, and that the pricing and terms are acceptable and in the best interest of the City.	
Requestor Name / Title:	
Requestor Signature / Date:	
Department Director / Designee (print):	
Department Director / Designee (signature):	

COMPLIANCE NOTICE: Pursuant to Section 4.04 of the City’s Procurement Manual, Piggybacking is the utilization of a competitive solicitation process completed by another local or state government, or a cooperative purchasing authority. **The intent and scope of the work requested shall mirror the original contract.** The City **cannot** piggyback if modifications are required to any part of the award. Consult with the Property and Procurement Officer to determine if piggybacking on a service contract is acceptable.

ADDITIONAL REQUIRED ATTACHMENTS: Pursuant to Section 4.04.B.2-3, the following attached documents are required to accompany this request:

1. Bid document and tabulation sheet (showing multiple bids) from the awarding agency
2. Award decision by original governing agency



CITY COUNCIL AGENDA ITEM	
TO:	Honorable Mayor and City Council
FROM:	Michael J. Staffopoulos, City Manager
DATE:	June 15, 2026
SUBJECT:	Florida League of Cities' Annual Conference, Policy Committee Meetings, and Legislative Conference Travel

BACKGROUND

The Florida League of Cities (FLC) Annual Conference is an opportunity for municipal officials to enhance their leadership skills, learn from municipal experts, share ideas with peers, discuss strategies for Florida’s future, and hear about the latest in products and services for municipal government. The conference dates are August 13-15, 2026.

In addition to attendance, a voting delegate must be selected for the Annual Conference, as only one individual is authorized to vote on behalf of the City. It is recommended that the highest elected official be designated as the voting delegate, and in his/her absence, designate the Vice Mayor.

The FLC Policy Committees were recently discussed at the June 8, 2026, City Council Briefing, and it was determined which Council members would represent the City of Jacksonville Beach on an individual basis per committee. An election will take place in November 2026 within the timeframe of the policy committee meetings. Post-election, only previously appointed individuals will be authorized to serve on the policy committees, as substitutions are not permitted. This item is to formally approve travel to the committee meetings and the Legislative Conference. The meeting dates are as follows:

- October 9, 2026
- November 13, 2026
- December 3-4, 2026

FINANCIAL IMPACT

The budget has sufficient funds to accommodate Council travel in FY26, and the remainder will be budgeted for FY27.

REQUESTED ACTION

1. Authorize all elected officials for travel to the Florida League of Cities' Annual Conference, August 13-15, 2026, in Hollywood, FL.
2. Authorize the following elected officials as the voting delegate and back up delegate at the Florida League of Cities' Annual Conference: _____
3. Authorize the following elected officials for travel to the Florida League of Cities' Policy Committee Meetings in Orlando, FL: _____
4. Authorize all elected officials for travel to the Florida League of Cities' Legislative Conference, December 3-4, 2026, in Orlando, FL

AGENDA ITEM:	B.
MEETING DATE:	June 15, 2026



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

ATTACHMENTS



CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopoulos, City Manager
FROM:	Joel Taylor, Chief Information Officer
DATE:	June 15, 2026
SUBJECT:	Security and Network Modernization for Water Reclamation Facility

BACKGROUND

The Water Reclamation Facility and its associated lift and stormwater stations are critical components of Jacksonville Beach’s utility infrastructure. To ensure operational reliability, strengthen cybersecurity, and maintain regulatory compliance, two coordinated technology initiatives are proposed:

1. Installation of a comprehensive security camera system.
2. Replacement of the existing network infrastructure with an enterprise-class Arista switching platform.

Together, these upgrades significantly enhance security, operational oversight, and long-term resiliency. Both water and wastewater operations face increasing risks related to security, unauthorized access, and cyber threats. The current network infrastructure is more than five years old and built on equipment not designed for mission-critical utility environments, resulting in operational and security vulnerabilities.

Installing a modern camera system provides real-time monitoring, supports compliance requirements, improves operational oversight, and reduces liability while offering cost-effective risk mitigation. The camera project also depends on a stable, secure, and manageable network, capabilities the existing Ubiquiti system cannot provide. Upgrading to an Arista switching platform ensures dependable connectivity, network segmentation, improved security controls, and long-term support for both current operations and future modernization.

This implementation reflects the City’s plan to transition from the current Avigilon platform to the Verkada platform, with all future camera acquisitions standardized on Verkada. After extensive evaluation and testing, staff have determined that the Verkada platform offers greater reliability, improved support, and a lower total cost of ownership for the City.

Work will proceed in phases upon council approval.

- Phase 1: Complete camera network discovery (FY26)
- Phase 2: Install new networking equipment (FY26)
- Phase 3: Install cameras (FY26)



FINANCIAL IMPACT

The Security Camera System project is funded through the FY26 Information Services Capital Improvement Plan, “Replace Cameras at Water Reclamation,” budgeted at \$300,000. The proposed cost is \$194,421.02, well under budget. UDT will provide the equipment and services via piggyback on contract UDT NCPA 01 151.

The Network Replacement Project total cost is \$105,491.57, funded under the Information Services CIP “Replace network gear at Water Reclamation.” While slightly above the \$100,000 allocation, the difference is fully offset by savings from the camera project. Alturna Tech will provide the equipment via piggyback to NASPO contract 43230000 NASPO 16 ACS.

REQUESTED ACTION

Approve/Disapprove proceeding with the replacement of the network gear and cameras at the Water Reclamation Facility

ATTACHMENTS

1. AlturnaTech Quote #AAAQ3679
2. UDT Quote #COQO-085701
3. UDT Terms and Conditions for Product Purchases
4. Verkada End User Agreement
5. Carahsoft NASPO Florida Participating Addendum



6001 Broken Sound Pkwy NW, Suite 140, Boca Raton, FL
33487
Phone. 561-452-6065

QUOTE # AAAQ3679

Date: **May 1, 2026**

Customer:

City of Jacksonville Beach
Contact: Joel Taylor
Email: jtaylor@jaxbchfl.net

Account Executive:

Mark McCrary
Phone: 904-607-6390
Email: mark.mccrary@alturna-tech.com

Project: Arista 1YR - Campus Switches

		Unit Price	Qty	Ext. Price
CCS-710HXP-28TXH-4S	Arista 710HXP, 24x 1G 60W PoE, 4x 10 mGig 90W PoE, 4x10G SFP+ fanless switch, 2 x 400W AC/HVDC, standard rack mount	\$7,427.36	10	\$74,273.60
SVC-710HXP-28TXH-1M-RB	1 Month A-Care Software Support and HW Replacement for 710HXP-28TXH	\$34.10	120	\$4,092.00
KIT-CCS-710HXP-WALL	Wallmount Bracket Kit for Arista 710HXP series switches	\$87.54	10	\$875.40
DCS-7050SX3-24YC4C-S-F	Arista 7050X3, 24x25GbE SFP & 4x100GbE QSFP switch, front-to-rear air, 2xAC	\$13,790.37	1	\$13,790.37
SVC-7050SX3-24YC4CS-1M-NB	1 Month A-Care Software & NBD Hardware Replacement/Same Day Ship for 7050SX3-24YC4C-S	\$143.24	12	\$1,718.88
SFP-10G-LR	10GBASE-LR SFP+ (Long Reach)	\$260.82	26	\$6,781.32
Seed Gear		Unit Price	Qty	Ext. Price
AP-C460	C-460 Tri band 4x4:4 802.11be (WiFi7) access point with internal antennas, dual 10 GbE interface and dedicated multi-function radio	\$0.00	3	\$0.00
SS-COGWIFI-1M	Cognitive Cloud SW Subscription License for 1-Month for 1 x Wireless Access Point -12 Month Term	\$0.00	3	\$0.00
SVC-AP-1M-NB	1 Month A-Care Software & NBD Hardware Replacement/Same DayShip for 1 x Wireless Access Point	\$0.00	3	\$0.00
CCS-720DP-24S-M-S-2F-NA	Arista 720DP, 24 x 1G POE, 4x10G SFP switch, exp mem, front to rear air,2 460W AC, NA Power Cord	\$0.00	1	\$0.00
SS-CVS-G1-SWITCH-1M	CloudVision as-a-Service SW Subscription License for 1-Month for 1 Switch. Arista Fixed 1G/mG Group 1 Platforms. Includes E, FLX-L. - 12 Month Term	\$0.00	1	\$0.00
SVC-720DP-24S-M-S-1M-NB	1-Month A-Care Software & NBD Hardware Replacement/Same Day Ship for CCS-720DP-24S-M-S series - 12 Month Term	\$0.00	1	\$0.00
CCS-710P-16P-NA	Arista 710P, 12 x 1G PoE, 2 x 5G PoE, 2 x 5G PoE (PD), 2x10G SFP + switch, 280W power adapter, NA Power Cord	\$0.00	1	\$0.00
SS-CVS-G1-SWITCH-1M	CloudVision as-a-Service SW Subscription License for 1-Month for 1 Switch. Arista Fixed 1G/mG Group 2 Platforms. Includes E, FLX-L. - 12 Month Term	\$0.00	1	\$0.00
SVC-710P-16P-1M-NB	1-Month A-Care Software & NBD Hardware Replacement/Same Day Ship for CCS-710P-16P series - 12 Month Term	\$0.00	1	\$0.00

		Unit Price	Qty	Ext. Price
CCS-710HXP-28TXH-4S	Arista 710HXP, 24x 1G 60W PoE, 4x 10 mGig 90W PoE, 4x10G SFP+ fanless switch, 2 x 400W AC/HVDC, standard rack mount	\$0.00	1	\$0.00
SS-CVS-G2-SWITCH-1M	CloudVision as-a-Service SW Subscription License for 1-Month for 1 Switch. Arista Fixed 1G/mG Group 2 Platforms. Includes E, FLX-L. - 12 Month Term	\$0.00	1	\$0.00
SVC-710HXP-28TXH-1M-N B	1 Month A-Care Software & NBD Hardware Replacement/Same Day Ship for 710HXP-28TXH - 12 Month Term	\$0.00	1	\$0.00

Services		Unit Price	Qty	Ext. Price
ALT-SVC	Installation & Knowledge Transfer (Includes Racking, Stacking & Configuration)	\$165.00	24	\$3,960.00

Totals			
Payment Terms- Net30		Subtotal	\$105,491.57
Quote Expiration Date: May 31, 2026		Shipping	\$0.00
Contract Number: #43230000-NASPO-16-ACS		Grand Total	\$105,491.57

The above pricing, specifications, and conditions below are satisfactory and hereby accepted.

The customer approval below is expressly invested with the requisite authority to bind their corporation in this matter.

To accept this quotation, sign here and return: _____ Date: _____ Title: _____

TERMS & CONDITIONS OF SALE

Prices are conditioned upon timely payment and any past due balance will accrue interest at the monthly rate of one and one-half percent. Alturna-Tech reserves the right to modify terms prior to shipment, require payment in advance, delay or cancel any shipment of order should customer fail to fulfill any obligation when due.



United Data Technologies Inc
 2900 Monarch Lakes Blvd, Suite 300
 Miramar, Florida 33027
 United States
 (P) 954-308-5100

Quotation (Open)	
Date Jan 29, 2026 11:04 AM EST	Expiration Date 02/28/2026
Modified Date Jan 29, 2026 09:09 PM EST	
Quote # COQO-85701 - rev 1 of 1	
Description Verkada- Full Project 10 Year REVISED 01/29/26	
SalesRep Motter, Jason (P) 678-793-2060	
Customer Contact Taylor , Joel (P) 904-242-3463 JTAYLOR@jaxbchfl.net	

Customer
 City of Jacksonville Beach (CO4869)
 Taylor , Joel
 11 North Third Street
 Jacksonville Beach, FL 32250
 United States

Bill To
 City of Jacksonville Beach
 11 North Third Street
 Jacksonville Beach, FL 32250
 United States

Ship To
 City of Jacksonville Beach
 11 North Third Street
 Jacksonville Beach, FL 32250
 United States

Customer PO:	Terms: Undefined	Ship Via: Other None
Special Instructions:		Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	Verkada CD63-E Network surveillance camera - dome - outdoor - weatherproof - color (Day&Night) - 3840 x 2160 - 4K - auto iris - vari-focal - audio - wireless - 100Base-TX/1000Base-T - H.265, H.264 - PoE	CD63-512E- HW	25	\$1,238.47	\$30,961.75
2	Verkada Bullet Series CB62-E Network surveillance camera - bullet - outdoor - vandal / waterproof - color (Day&Night) - 8 MP - 3840 x 2160 - vari-focal - LAN 10/100 - H.264 - PoE Plus Class 2 - with 30 days onboard storage (512GB)	CB62-512E- HW	4	\$1,303.69	\$5,214.76
3	Verkada Bullet Series CB62-TE Network surveillance camera - bullet - outdoor - vandal / waterproof - color (Day&Night) - 8 MP - 3840 x 2160 - vari-focal - LAN 10/100 - H.264 - PoE Plus Class 2 - with 30 days onboard storage (512GB)	CB62-512TE- HW	2	\$1,434.13	\$2,868.26
4	Verkada CM42 Indoor Mini Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	CM42-256- HW	2	\$455.86	\$911.72
5	Verkada CF83-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retention	CF83-512E- HW	2	\$1,173.26	\$2,346.52
6	Verkada Dome Series CD43-E Network surveillance camera - dome - outdoor - weather resistant / impact resistant - color (Day&Night) - 5 MP - 2688 x 1944 - fixed iris - fixed focal - audio - LAN 10/100 - H.265, H.264 - PoE Plus - with 30 days onboard storage (256GB)	CD43-256E- HW	6	\$781.95	\$4,691.70
7	Circle Junction Box Mount	ACC-MNT- CJBOX-1	17	\$71.08	\$1,208.36
8	Square Junction Box Mount	ACC-MNT- SJBOX-1	6	\$58.04	\$348.24
9	Angle Mount, 30 deg	ACC-MNT- ANGLE-1	2	\$97.17	\$194.34
10	CH53-E Outdoor Four-Camera Multisensor Camera, 1TB, 30 Days Max	CH53-1TBE- HW	3	\$2,216.73	\$6,650.19
11	Verkada 90W PoE++ (802.3bt Type 4) Injector, GigE, Indoor, N	ACC-POE- 90W-NA	3	\$110.21	\$330.63
12	Four-Camera Multisensor Pendant Cap Mount	ACC-MNT- HPEND-1	3	\$92.66	\$277.98
13	Verkada ACC-MNT-ARM-1 Arm mount - kit - wall mountable - white - for Verkada CD22, CD22-512, CD42, CD52, CD63, CF83, CH52; Dome Series CD32, CD32-768	ACC-MNT- ARM-1	3	\$64.56	\$193.68
14	Verkada Pole Mount	ACC-MNT- POLE-1	2	\$136.30	\$272.60
15	Verkada Mounting component (wall plate) - for camera dome - steel - white - corner mountable - for Verkada CD22, CD42, CD52, CD63, CF83, CH52, CP52, CP63; Dome Series CD32	ACC-MNT- CORNER-1	1	\$129.78	\$129.78
16	Verkada Video Security Cloud License Capacity Increase Camera license (10 years) - for P/N: CD43-256-HW, CD43-768-HW	LIC-CAM- 10Y-CAP	41	\$1,303.69	\$53,451.29

18 UDT Installation

Installation of Verkada hardware, cabling, programming, training

PEPPM Contract 533902-155
UDT NCPA 01-151
TIPS Contract Number 230105

Subtotal: \$190,236.02
Tax (7.5000%): \$0.00
Shipping: \$0.00
Misc: \$0.00
Total: \$190,236.02

Customer may purchase the Products listed herein by Customer's Purchase Order ("PO") or by signing and returning this Quote to UDT.

By accepting and signing this Quote, issuing a PO for the Product(s), or otherwise accepting the Product(s), Customer agrees that Customer's purchase and use of the Product(s) is governed by the UDT Terms and Conditions for Product Purchases (which can be found at https://udtonline.com/product_terms/) and, if applicable, any Manufacturer's terms (collectively, the "T&Cs"). Notwithstanding the foregoing, if a separate agreement is expressly written on this Quote, that agreement shall apply in addition to the T&Cs and shall have precedence over the T&Cs. Any additional or different terms in any PO or other documents from Customer are material alterations to the T&C's, are rejected, and will not be binding on UDT. Customer's purchase of any of UDT's services requires a separate written Service Agreement and, in the event of a conflict, these T&Cs shall be superseded by the terms in any such Services Agreement. Any future changes to international trade taxes, duties, tariffs, and fees ("Tariffs") may have an impact on the price of products resold by UDT. In the event that there are changes to applicable Tariffs, or new Tariffs are implemented, after the date of this Quote, UDT reserves the right to adjust our prices under this Quote accordingly to reflect these Tariff changes. UDT will provide notice to Customer of any such adjusted pricing and Customer agrees that any such updated pricing will supersede and replace the pricing provided herein and will apply to orders placed thereafter.

CUSTOMER HEREBY ACCEPTS TO PURCHASE THE PRODUCTS LISTED IN THIS QUOTE AND AGREES TO BE BOUND TO THE T&Cs.

Client

Name: _____

Title: _____

Signature: _____

Date: _____

UDT Terms and Conditions for Product Purchases

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY.

THESE UDT TERMS AND CONDITIONS FOR PRODUCT PURCHASES ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU (“CUSTOMER”) ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY PLACING AN ORDER FOR THE PRODUCT(S) LISTED ON THE QUOTE, CUSTOMER AGREES TO BE BOUND BY AND ACCEPT THESE TERMS AND CONDITIONS, UNLESS CUSTOMER AND UDT HAVE A SEPARATE WRITTEN AGREEMENT WHICH GOVERNS CUSTOMER’S PURCHASE OF THE PRODUCT(S), IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

1. Important Information about These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and United Data Technologies, Inc. (“**UDT**”) and are referred to herein as either “Terms and Conditions” or this “Agreement”. Customer accepts these Terms and Conditions by accepting UDT’s written quote to Customer that references these Terms and Conditions (the “**Quote**”) and placing an order with UDT for the products listed on the quote (the “**Product(s)**”). Unless otherwise expressly stated on the Quote, these Terms and Conditions apply to the Product(s). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted at the time Customer receives the Quote will govern the Product(s) purchased pursuant to that Quote, unless otherwise agreed in writing by UDT and Customer.

These Terms and Conditions constitute the entire agreement between the UDT and Customer regarding Customer’s purchase of the Product(s) from UDT and supersedes and replaces any previous communications, representations or agreements. UDT EXPRESSLY LIMITS ACCEPTANCE OF ORDERS FOR PRODUCTS TO THE TERMS AND CONDITIONS HEREIN. Any additional or different terms or conditions contained in any purchase order or other documents provided by Customer are considered material alterations to this Agreement, are expressly rejected and will not be binding upon UDT.

2. Quotation and Payment Terms.

All Quotes are valid for a period of thirty (30) days from the date of issue. Product(s) shall be invoiced upon delivery to the Customer designated destination. All invoices are due and payable net thirty (30) days from the date of invoice. UDT reserves the right to charge Customer a late penalty of 1.5% per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days thereafter based on Customer's current outstanding balance. If Customer elects to pay for the Product(s) by using a credit card, Customer shall provide UDT with valid and updated credit card information. If Customer provides credit card information to UDT, Customer authorizes UDT to charge such credit card for all Product(s) listed in the Quote, unless otherwise agreed to in writing by the Parties. Payment terms are subject to UDT credit and financing approval.

3. Delivery.

Except as otherwise specifically agreed in writing or included in the Quote, UDT will not be responsible for freight, transportation, insurance, shipping, packing, storage, handling, demurrage, damage, or similar charges. Unless otherwise agreed in a writing by UDT, all sales will include freight/FOB destination at Customer's designated location and/or delivery to UDT's Configuration Center prior to delivery to Customer.

4. RMA Procedure.

If applicable, Customer shall not return any Product(s) without a return material authorization ("RMA") number issued by UDT. If Customer is returning Product(s) due to a support or warranty issue, UDT will make arrangements for shipping the Product(s) back to UDT from the Premises or other location designated by the Customer using a carrier selected by UDT. In any event of return, Customer shall prepare the Product(s) for return to UDT using the original packaging (or other packaging reasonably suitable for the Product(s) and type of shipment) and include the Quote reference number, approximate date on which the Product(s) was delivered to Customer, RMA information and any other information as UDT may require. Customer shall adhere to any other reasonable, written RMA instruction that UDT may issue from time to time. Failure to follow the RMA procedure as outlined in this Section could result in additional fees due and payable by Customer to UDT including without limitation, amounts associated with missing, wrong or damaged Product(s), any failure to package or prepare Product(s) for return to UDT as provided in this Section, additional shipping costs and for the cost of replacing or restoring the Product(s) to good working order.

5. Third Party Terms and Conditions.

- a. UDT is reselling the Product(s) to Customer and is not the manufacturer of the Product(s) (the “**Manufacturer**”). The Product(s) may be governed by separate terms and conditions (“**Third Party Terms and Conditions**”), in addition to these Terms and Conditions, between Customer and Manufacturer. The Third Party Terms and Conditions are solely between Customer and the Manufacturer and govern Customer’s use of Third Party Products.
- b. Any applicable Third Party Terms and Conditions can be found by contacting the Manufacturer directly or by accessing and reviewing such Third Party Terms and Conditions on the Manufacturer’s website, and Customer agrees that it is Customer’s obligation to review and determine what Third Party Terms and Conditions and/or Separate License Terms apply to any Product(s) purchased from UDT and that UDT has no liability to Customer for Customer’s failure to do so.

6. Warranty.

- a. THE PRODUCT(S) ARE SOLD “AS IS, WHERE IS”. PRODUCT(S) PROVIDED TO CUSTOMER THAT ARE NEITHER MANUFACTURED NOR DESIGNED BY UDT WILL CARRY THE WARRANTY PROVIDED BY THE MANUFACTURER, IF ANY, AND UDT MAKES NO INDEPENDENT WARRANTY WITH RESPECT TO THOSE PRODUCT(S). UDT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT(S) SOLD HEREUNDER, AND UDT HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ANY SUCH PURPOSE IS KNOWN OR UNKNOWN. THIRD PARTY WARRANTIES WILL BE PASSED ON TO CUSTOMER AS APPLICABLE.
- b. CUSTOMER’S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS THE CORRECTION OF DEFECTIVE PRODUCT(S) BY UDT. CUSTOMER’S EXCLUSIVE REMEDY UNDER THESE TERMS AND CONDITIONS IN LIEU OF ALL OTHER REMEDIES WILL BE FOR REPAIR OR REPLACEMENT OF DAMAGED ITEM(S) OF PRODUCT(S) RETURNED AT CUSTOMER’S EXPENSE TO UDT; IN THE EVENT DAMAGED PRODUCT(S) CANNOT BE REPAIRED OR REPLACED, UDT MAY REFUND THE PURCHASE PRICE PAID BY BUYER FOR THE PARTICULAR ITEM(S) OF PRODUCT(S) WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

- c. UDT is only reselling the Product(s) to Customer and is neither a manufacturer of hardware nor a publisher of computer software and UDT is not responsible for any functionality or performance defects of any Product(s). Manufacturer warranties, where extended by the Manufacturer, for Product(s) sold or otherwise provided by or licensed through UDT are set forth in the Manufacturer's Third Party Terms and Conditions, and such warranties, if any, are solely those of the Manufacturer. UDT will take reasonable measures to work, on behalf of the Customer, with the entity from which UDT purchased and is reselling the Product(s) to escalate problems and take corrective action, based on the that party's recommendations. Any delays caused by support calls due to Manufacturer defects that will require additional time spent by UDT to resolve are subject to billing.

7. Limitation of Liability.

TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, NEITHER PARTY, OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY (OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, SAVINGS, OR VALUE AS WELL AS LOSS OF DATA OR INABILITY TO ACCESS DATA. ANY LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT FOR EITHER PARTY, REGARDLESS OF FORM OF ACTION OR THEORY OF RELIEF, IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT WHERE THE CLAIM AROSE IN THE SIX (6) MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM.

8. Contingencies and Force Majeure.

UDT shall not be liable for any delay in delivery or non-performance, in whole or in part, due to causes beyond its reasonable control, including, but not limited to, acts of God, environmental conditions at customer and/or UDT premises, suppliers, fire, vandalism, cable cut, power outage, pandemics and epidemics, Customer's third party contractors, non-performance of third party technology providers specified by Customer, storm or other similar occurrences; any law, order, regulation, action or request of any government, including state and local governments having jurisdiction over either of the parties, or any

instrumentality thereof, or of any civil or military authority; wars; or strikes or other labor difficulties.

9. Notices.

Any notice and communications shall be given in writing by (i) personal delivery, (ii) a nationally-recognized, next day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax; or (v) electronic mail to the party's address specified in the Quote, or to the address that a party has notified to be that party's address for the purposes of this section. A notice given under this agreement will be effective upon receipt.

10. Assignment.

These General Terms bind and inure to the benefit of UDT, its successors and assigns. Customer may not assign any right or interest in UDT's agreement with Customer nor delegate the performance of any of its obligations without UDT's prior written consent.

11. Applicable Law and Forum.

The validity, performance, and construction of this contract shall be governed by the laws of the State of Florida and the parties agree to submit to the exclusive jurisdiction of, and venue in the courts in the State of Florida.

Last Updated: 8-8-23

Verkada End User Agreement

<https://legal.verkada.com/#eua>

This End User Agreement (“**Agreement**”) is entered into by and between Verkada Inc. (“**Verkada**”) and you, the end customer and user (“**Customer**”) and governs use of the Products (as defined below), either in connection with a purchase of the Products or use of the Products for evaluation purposes as part of a trial. Customer is under no obligation to purchase the evaluation Products used in a trial but will be invoiced for Products not purchased or returned following the expiration of the trial period.

By accepting this Agreement, whether by clicking a box indicating its acceptance, navigating through a login page where a link to this Agreement is provided, executing a Purchase Order that references this Agreement, or providing another form of electronic acceptance, Customer agrees to be bound by its terms. If you are accepting this Agreement on behalf of Customer, you represent and warrant that you have full legal authority to bind Customer to this Agreement. If Customer and Verkada have executed a written agreement governing Customer’s access to and use of the Products, then the terms of such signed agreement will govern and will supersede this Agreement.

This Agreement is effective between Verkada and the Customer as of the earlier of the date that Customer accepts the terms of this Agreement as indicated above or first accesses or uses any of the Products (the “**Effective Date**”). Verkada reserves the right to modify or update the terms of this Agreement in its discretion, the effective date of which will be the earlier of (i) 30 days from the date of such update or modification and (ii) Customer’s continued use of the Products. Customer agrees to regularly review this Agreement for any updates.

Verkada and Customer hereby agree as follows.

1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement.

“**Claim**” means any third party claim, action, demand, suit, or proceeding made or brought against a party to this Agreement.

“**Customer Data**” means all data uploaded to the Products by Customer, excluding System Data (defined below).

“**Documentation**” means the online documentation regarding the Hardware, available at www.verkada.com/docs/ or as otherwise provided within the Hosted Software.

“**DPA**” means the then-current Data Processing Addendum available at <https://legal.verkada.com/#cdpa>.

“**Firmware**” means the software developed and maintained by Verkada that is stored on the Hardware and enables the basic functioning of the Hardware and its communication with the Hosted Software.

“**Hardware**” means the Verkada hardware products, including security cameras, access control units, alarm units, and environmental sensors.

“**Hosted Software**” means Verkada’s Software-as-a-Service system, currently known as “**Command**,” and related infrastructure made available to Customer to manage and configure the Hardware.

“**License**” means each license SKU set forth on a Purchase Order.

“**License Term**” means, subject to [Section 2.1](#) below, the period starting on Product shipment and continuing for the length of time indicated in the License SKU set forth on the applicable Purchase Order (plus a 30 day period).

“**Partner**” means a third-party authorized by Verkada to resell the Products, to whom Customer has delivered an ordering document to purchase such Products.

“**Product Feature(s)**” means a unique feature set within the Hosted Software that is identified by a particular stock keeping unit (SKU) on a Purchase Order.

“**Products**” means, collectively, the Software, Hardware, Product Features, Documentation, and all modifications, updates, and upgrades thereto and derivative works thereof.

“**Product-Specific Terms**” means the then-current terms for certain features, functionality, and/or services included as part of or with the Products available at <https://legal.verkada.com/#product-specific-terms>.

“**Purchase Order**” means each order document submitted to Verkada by a Partner on behalf of Customer, and accepted by Verkada, indicating Partner’s firm commitment to purchase the Products for the prices set forth therein.

“**Service Level Agreement**” means the then-current Service Level Agreement available at <https://legal.verkada.com/#sla>.

“**Software**” means the Firmware, Hosted Software, and any other software that Verkada makes available for download by the Customer.

“**Support**” means the technical support services and resources available at www.verkada.com/support.

“**Supported Third Party Devices**” means non-Verkada hardware products, including certain third party wireless locks and/or video cameras, which Customer may manage via the Software.

“**System Data**” means Product performance data and usage information, such as analytics, metrics, performance, configuration, and logs and event data, regarding Customer’s use of the Products.

“**Users**” means employees of Customer, or other third parties, each of whom are authorized by Customer to use the Products on Customer’s behalf.

2. LICENSE AND RESTRICTIONS

2.1. License to Customer. When Customer purchases a License, Verkada grants Customer a royalty-free, nonexclusive, non-transferable (except under [Section 12](#)) worldwide right during the License Term to use the Software, subject to the terms of this Agreement. Customer must purchase one or more Licenses to use the Software for at least the number and type of Hardware units, Supported Third Party Devices, and/or Product Features that the Customer manages by means of the Software (collectively, “**Valid Licensing**”); however, Customer may authorize an unlimited number of Users to access and use the Software. If Customer purchases additional Licenses, either in connection with the purchase of additional Hardware units or renewal of Licenses for existing Hardware units, the overall License Term will be modified such that the License Term for all Licenses purchased will expire and terminate on the same date. If Customer does not maintain Valid Licensing, then (i) Customer will have limited or no access to Customer Data, Product Features, and the Software, and (ii) the Hardware will not function as designed. Certain Products are subject to the Product-Specific Terms.

2.2. License to Verkada. During the License Term, Customer will transfer Customer Data to Verkada while using the Products. Customer grants Verkada a non-exclusive right and license to use, reproduce, modify, store, and process Customer Data solely to maintain the Products and provide them to Customer. Customer represents and warrants that it possesses the necessary rights and authority to grant Verkada the rights set forth in this [Section 2.2](#) with respect to Customer Data.

2.3. Restrictions. Customer will not and will ensure its Users do not: (i) use (or allow a third party to use) the Products for any competitive purposes (other than for routine product comparison purposes), including monitoring or testing their availability, security, performance, or functionality, in each case without Verkada's express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, tamper with the Hardware, or copy the Products or any of their components; (iv) collect, use, or share any Customer Data with the Products without first providing all required notices or obtaining necessary licenses, authorizations, approvals, or consents (including from data subjects) as required under applicable law; (v) use the Products to conduct any fraudulent or malicious activities or otherwise in violation of applicable law or regulation; or (vi) provide the Products (or access to them) as part of a managed service (without entering into a separate written agreement with Verkada) (each of (i) through (vi), a "**Prohibited Use**").

3. COURTESY RETURNS; HARDWARE WARRANTY AND WARRANTY RETURNS

3.1. Courtesy Returns. Customer may return up to \$250,000 worth of Products (as reflected in the net price set forth on one or more Purchase Order(s)) for any reason within the 30-day period starting on the shipment date of such Products (a "**Courtesy Return**"). To initiate a Courtesy Return, Customer must send a request for a Courtesy Return by email within such 30-day period either to (a) the Partner that submitted the Purchase Order(s) for the Products to be returned or (b) the Verkada sales representative responsible for Customer's account, and include the serial numbers of the Products to be returned.

3.2. Hardware Warranty. Verkada represents to the original purchaser and user of the Hardware that, for the period set forth in the applicable Documentation from the date of shipment to the location specified on the Purchase Order, the Hardware will be substantially free of defects in materials and workmanship ("**Hardware Warranty**").

3.3. Remedy for Breach of Hardware Warranty. Customer's sole and exclusive remedy and Verkada's (and its suppliers' and licensors') sole and exclusive liability for a breach of the

Hardware Warranty will be, in Verkada's sole discretion, to replace the non-conforming Hardware. Replacement may be made with a new or refurbished product or components. If the Hardware or a component within it is no longer available, then Verkada may replace the Hardware unit with a similar product of similar function. Any Hardware unit that has been replaced under the Hardware Warranty will be covered by the terms of the Hardware Warranty for the longer of (a) 90 days from the date of the delivery, or (b) the remainder of the original Hardware Warranty period. Customers engaging in a Prohibited Use serves to void the Hardware Warranty.

3.4. Warranty Returns. To request a return under the Hardware Warranty, Customer must notify Verkada or the Partner within the Hardware Warranty period. To initiate a return directly to Verkada, Customer must send a return request to Verkada at support@verkada.com and clearly state details on where and when Customer purchased the Hardware, the serial numbers of the applicable Hardware unit(s), Customer's reason for returning the Hardware, and Customer's name, mailing address, email address, and daytime phone number. If approved, Verkada will provide Customer with a Return Materials Authorization ("RMA") and prepaid shipping label via email that must be included with Customer's return shipment to Verkada. Customer must return the Hardware unit(s) listed in the RMA with all included accessories with the RMA within the 14 days following the day on which Verkada issued the RMA.

4. VERKADA OBLIGATIONS

4.1. General. Verkada will provide the Products in conformance with this Agreement, the Purchase Order(s), and applicable Documentation.

4.2. Availability. Verkada will make the Hosted Software available in accordance with the terms of the Service Level Agreement.

4.3. Support. Verkada will provide Support to Customer in order to resolve any errors, bugs, or similar issues Customer experiences with the Products or provide a suitable workaround. The fee for Support is included in the cost of the License. As part of a Support case, Customer may grant access, in its sole discretion, to a member of Verkada's Support team through functionality provided in the Hosted Software for a length of time determined by Customer.

4.4. Maintenance. Verkada will use commercially reasonable efforts to maintain the Products and implement updates, upgrades, and fixes as necessary to meet its obligations under this Agreement.

5. CUSTOMER OBLIGATIONS

5.1. Payment; Compliance. Customer is responsible for paying Partner for the Products pursuant to Partner's invoice(s). If Customer is delinquent on fees, Verkada may pursue payment directly from Customer if Partner is unable to or chooses not to pursue such fees itself. Customer will, and will ensure its Users, use the Products only in accordance with the Documentation and in compliance with all applicable laws. Customer will not export or re-export the Products or use the Products to provide services in violation of applicable export and economic sanctions laws and regulations. If Customer operates in a regulated industry, Customer represents that it has obtained all necessary licenses and/or permits necessary to operate its business and complies with all applicable laws regarding the conduct of its business. Verkada reserves the right to suspend use of any Products operating in violation of the obligations of this [Section 5.1](#), following written notice to Customer.

5.2. Account Administration. Customer is responsible for identifying individuals within Customer's organization to act as administrator(s) of Customer's account. Such person(s) will, among other things, monitor and manage access privileges of other Users and have the authority to act for Customer in connection with any actions, such as feature opt-ins, taken by such persons within the Hosted Software. Customer will verify, including ensuring that any third-party installer verifies, that all Hardware Products purchased are properly claimed into Customer's account within the Hosted Software before installation, and on renewal, as described in the Documentation.

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement will commence on the Effective Date and will continue for the duration of the License Term.

6.2. Termination for Cause; Suspension. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement and, if such breach is capable of remedy, fails to remedy the breach within 30 days of being notified to do so. For purposes of clarity, a material breach of the Agreement includes Customer's failure to purchase and/or maintain a sufficient number of Licenses, as required by [Section 2.1](#). Verkada may temporarily suspend Customer's use of the Products or access to the Hosted Software if Customer engages in a Prohibited Use or as necessary to comply with applicable law.

6.3. Effect of Termination. If the Agreement expires or terminates, then all rights to access the Hosted Software (including Customer Data) will terminate. The following provisions will survive any expiration or termination of the Agreement: [Sections 2.3, 6.3, 7, 9, 10, 11,](#) and [12](#), and any other provisions that, by their nature, would reasonably be considered intended to survive.

7. CONFIDENTIALITY

7.1 Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) constitutes the Disclosing Party’s confidential information (“**Confidential Information**”). Verkada’s Confidential Information includes the Products and any information conveyed to Customer in connection with Support. Customer’s Confidential Information includes Customer Data. Confidential Information does not include information which is: (i) already known by the receiving party without an obligation of confidentiality other than under this Agreement; (ii) publicly known through no fault of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.

7.2. Confidentiality Obligations. Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party’s Confidential Information with a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party’s Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a “**Representative**”). Each party shall be responsible for any breach of confidentiality by its Representatives.

7.3. Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party’s Confidential Information if required by applicable law, including by court order, subpoena, or similar instrument so long as the Receiving Party (if legally permitted) provides the Disclosing Party with written notice of the required disclosure to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and

agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

8. DATA PROTECTION

Verkada secures the Software and Customer Data in accordance with the security practices available at www.verkada.com/trust/security-controls. Verkada will process all Customer Data in accordance with the DPA.

9. OWNERSHIP

9.1. Verkada Property. Verkada owns and retains all right, title, and interest in and to the Software and the System Data, and owns all intellectual property embodied in the Hardware and accessories. Except for the limited license granted to Customer in [Section 2.1](#), Verkada does not transfer any rights in the Products to Customer, and Customer will take no action inconsistent with Verkada's intellectual property rights in the Products.

9.2. Customer Property. Customer owns and retains all right, title, and interest in and to the Customer Data and does not transfer any rights in the Customer Data to Verkada, except for the limited license set forth in [Section 2.2](#).

10. INDEMNIFICATION

10.1. By Verkada. Verkada will indemnify and defend Customer, its affiliates, and their respective owners, directors, members, officers, and employees (collectively, "**Customer Indemnitees**") from and against any Claim, and the attorneys' fees and court and investigative costs of Customer Indemnitees, alleging that Customer's use of the Products infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party.

Verkada will pay any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Customer (i) gives Verkada prompt written notice of the Claim, (ii) gives Verkada sole control of the defense and settlement of the Claim (provided that Verkada may not settle any Claim without the Customer Indemnitee's written consent, which will not be unreasonably withheld), and (iii) provides to Verkada all reasonable assistance, at Verkada's request and expense.

If Customer's right to use the Products hereunder is, or in Verkada's opinion is likely to be, enjoined as the result of a Claim, then Verkada may, at Verkada's sole option and expense procure for Customer the right to continue using the Products under the terms of this Agreement, or replace or modify the Products so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Products.

Verkada will have no indemnification obligations under this [Section 10.1](#) to the extent that a Claim is based on or arises from: (a) use of the Products in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Products except as expressly authorized by Verkada; (c) the combination of the Products with any other software, product, or services (to the extent that the alleged infringement arises from such combination); or (d) specifications provided by Customer. This [Section 10.1](#) sets forth Verkada's sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

10.2. By Customer. Customer will indemnify and defend Verkada, its affiliates, and their respective owners, directors, members, officers, and employees (together, the "**Verkada Indemnitees**") from and against any Claim, and the attorneys' fees and court and investigative costs of Verkada Indemnitees, related to: (a) Customer or its Users engaging in a Prohibited Use; (b) Customer Data; or (c) Customer's indemnity obligations under the Product-Specific Terms (if applicable). Customer will pay any damages finally awarded against any Verkada Indemnitee by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Verkada (i) gives Customer prompt written notice of the Claim, (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Verkada's prior written consent which will not be unreasonably withheld), and (iii) provides to Customer all reasonable assistance, at Customer's request and expense.

11. LIMITATIONS OF LIABILITY

11.1. Disclaimer. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, VERKADA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY RELATING TO THE PRODUCTS OR SUPPORT, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, VERKADA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. VERKADA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS,

THAT USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. VERKADA MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR RELIABILITY OF ANY FEATURES WITHIN THE HOSTED SOFTWARE THAT MAKE USE OF ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING MODELS, INCLUDING FACIAL RECOGNITION TECHNOLOGY, AND DISCLAIMS ANY RESPONSIBILITY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FALSE IDENTIFICATION OR MISIDENTIFICATION ARISING FROM USE OF SUCH FEATURES. CUSTOMER AGREES THAT THESE FEATURES ARE PROVIDED ON AN “AS IS” BASIS, AND THE ENTIRE RISK AS TO THE PERFORMANCE OF THESE FEATURES AND THE QUALITY OF THE INFORMATION DERIVED THEREFROM IS WITH CUSTOMER. IF ANY OF SUCH INFORMATION IS INCORRECT, CUSTOMER ASSUMES THE COST OF ANY CORRECTION.

11.2. No Consequential Damages. NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

11.3. Direct Damages Cap. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND UNCAPPED CLAIMS, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE USE OF THE PRODUCTS UNDER THIS AGREEMENT DURING THE 24-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM (THE “FEES PAID”).

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT’S SOLE AND EXCLUSIVE REMEDY.

11.4. Excluded Claims Cap. “**Excluded Claims**” means any claim and/or liability associated with: (a) both party’s indemnification obligations in [Section 10](#) (unless set forth in [Section 11.5](#)); and (b) any breach by Verkada of the DPA, [Section 8](#) (Data Protection), or

other data privacy and security obligations. Each party's total, cumulative liability for all Excluded Claims will not exceed two (2) times the Fees Paid.

11.5. Uncapped Claims. "**Uncapped Claims**" means any claim or liability associated with: (a) Customer's breach of [Section 2.2](#) (License to Customer Data), [Section 5.1](#) (Compliance), and [Section A.3](#) of the Product-Specific Terms (if applicable); (b) Customer's indemnification obligations in [Section 10.2\(c\)](#); and (c) either party's breach of confidentiality (but excluding any liability associated with Verkada's security obligations with respect to Customer Data, which remains subject to the Excluded Claims cap); or (d) any liability of a party which cannot be limited under applicable law, including gross negligence, recklessness, or intentional misconduct. Neither party will be entitled to any limit on direct damages as set forth in [Section 11.3](#) with respect to Uncapped Claims.

12. MISCELLANEOUS

This Agreement, including the DPA, Product-Specific Terms, and the Service Level Agreement, which are hereby incorporated by reference into the Agreement, is the entire agreement between Customer and Verkada and supersedes all prior or contemporaneous agreements and understandings concerning its subject matter. Customer and Verkada are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Verkada. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. Any notice provided by one party to the other under this Agreement will be in writing and sent either (i) by overnight courier or certified mail (receipt requested), in the case of Customer to Customer's address on record in Verkada's account information and in the case of Verkada, to 406 E. 3rd Ave., San Mateo, CA 94401, or (ii) by electronic mail to Customer's email address on record in Verkada's account information or to Verkada at legal-notice@verkada.com. If any provision of this Agreement is found unenforceable, the Agreement will be construed as if such provision had not been included. Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. In the event of an assignment by Customer in connection with an acquisition of Customer or a sale of all or substantially all of Customer's assets, Customer's License may be transferred to the party acquiring Customer or purchasing all or substantially all of its assets, subject to Verkada's prior written consent, such consent not to be unreasonably withheld.

A party will not be liable for any failure to perform caused by circumstances beyond its reasonable control including, but not limited to, acts of God, fire, flood, acts of war, pandemics, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation (each, a “**Force Majeure Event**”).

Except as set forth in [Section 13](#) below, all claims, disputes, or controversies arising out of or relating to this Agreement are governed by the laws of California without reference to conflict of law rules. If any disputes arise, the parties will first attempt to resolve the dispute informally via good faith negotiation. If the dispute has not been resolved after 30 days, the parties will resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief) by binding arbitration before a single arbitrator administered by JAMS, its successors and assigns, in San Mateo County, California, unless otherwise agreed by the parties in writing, and pursuant to its arbitration rules. Each party will be responsible for paying any arbitration fees in accordance with the foregoing rules, and the award rendered by the arbitrator may include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed to prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, intellectual property rights, or other proprietary rights.

13. U.S. PUBLIC SECTOR CUSTOMERS

Notwithstanding any provision to the contrary, if Customer is a:

(i) U.S. federal government entity, then (a) the Agreement is governed by applicable U.S. federal law, (b) Customer’s indemnification obligations under this Agreement will be limited to the extent allowed by applicable U.S. federal law, and (c) if Customer is legally prohibited from providing any indemnity, none will apply. Also, this Agreement shall not be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S. In addition, the Products (including the Software and Documentation) consist of commercial items, including commercial computer software and associated documentation, as defined in applicable U.S. Federal Acquisition Regulations and the Defense Federal Acquisition Regulation Supplement, and were developed solely at private expense. As such, Customer’s rights in the Software and Documentation are as set forth in this Agreement.

(ii) U.S. state, county, or city entity, then (a) Customer's indemnification obligations under this Agreement will be limited to the extent allowed by applicable state law without waiving sovereign immunity, and (b) if Customer is legally prohibited from providing any indemnity, none will apply.

NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS

Administered by the State of Utah (hereinafter "Lead State")

Alternative Contract Source No: 43230000-NASPO-16-ACS

Carahsoft

Master Agreement No: AR2472
(hereinafter "Contractor")

And

Florida Department of Management Services
(hereinafter "Department/Participating State/Entity")

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2472. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions. This Participating Addendum is entered into pursuant to Section 287.042, Florida Statutes.

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract." Accordingly, agencies and eligible users (Customer) may make purchases from this Participating Addendum pursuant to the terms and conditions herein.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative contract source is cost-effective and in the best interest of the State.

This Participating Addendum and all incorporated Exhibits, set forth the entire understanding of the Parties and supersedes all prior agreements.

Accordingly, the Parties agree as follows:

1. Term and Effective Date

The initial term of this Participating Addendum will become effective on the date the document is signed by all Parties, and shall be effective through September 30, 2020, unless terminated earlier in accordance with the General Contract Conditions.

2. Renewal

Upon agreement of the Parties, the Department and the Contractor may renew this Participating Addendum in accordance with section 287.057(13), Florida Statutes, and Rule 60A-1.048, Florida Administrative Code. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this Participating Addendum. Renewal determinations will be based upon utilization and achieved savings.

3. Modifications or Additions to Master Agreement

The following changes are modifying or supplementing the Master Agreement terms and conditions.

a. Scope:

The Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website are included in this contract only if they are not offered on a State Term Contract.

In accordance to 74-3.004, F.A.C., Agency requests for Infrastructure as a Service (IaaS) must be submitted via a Service Request to the State Data Center.

- b. Exhibits: All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Participating Addendum. The Participating Addendum Exhibits shall have priority in the order listed:
- 1) Exhibit A: Contract Conditions, Florida General
 - 2) Exhibit B: Contract Conditions, Florida Special
 - 3) Exhibit C: NASPO ValuePoint Master Agreement Number AR2472

If a conflict exists among any of the documents, the following shall have priority in the order listed below:

- 1) The Addendum
 - 2) Florida Special Contract Conditions, Exhibit B
 - 3) Florida General Contract Conditions, Exhibit A
 - 4) NASPO ValuePoint Master Agreement Number AR2472 Exhibit C
- c. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
- d. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state. Any agency requests for Infrastructure as a Service must be submitted via a service request to the state data center. See section 3.a. above.
- e. Authorization: Approval of this Participating Addendum by the State Chief Procurement Official and State Chief Information Officer is an authorization for participation in the NASPO cooperative contract process, it is not intended as an approval of any specific purchase or solution. It is the responsibility of the Customer to validate all terms and conditions and to ensure compliance with all applicable statutes and rules.
- f. Request for Quotes: Customers purchasing Cloud Solutions from this Participating Addendum shall create a Request for Quote (RFQ), each time they desire to purchase Cloud Solutions. The Customer shall issue a detailed RFQ to the ACS Contractor(s) who offer the applicable cloud solutions(s). The specific format of the RFQ is left to the discretion of the Customer, but must contain the following:
- 1) Applicable service and deployment model(s);
 - 2) Data security classification;
 - 3) Service level agreement requirements; and
 - 4) Exit strategy considerations.

- g. **Enterprise Agreements:** The Contractor shall honor any Volume or Enterprise Agreement(s) established between a State of Florida agency and the manufacturer of products or services offered under their Master Agreement.
- h. **Purchase Orders:** Customers shall issue purchase orders under this Participating Addendum to their awarded RFQ Contractor using this State of Florida ACS number 43230000-NASPO-16-ACS. The purchase order period survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.
- i. **Contractor Selection Justification Form:** Customers purchasing Cloud Solutions from this Participating Addendum shall attach to the purchase order a completed Contractor Selection Justification Form (Attachment A).

4. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

5. Entire Agreement of the Parties


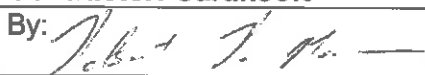
This document and the attached exhibits constitute the Participating Addendum and the entire understanding of the parties.

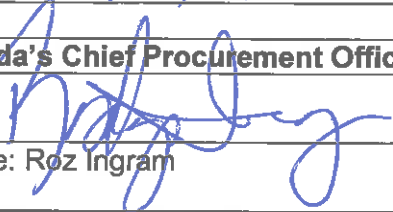
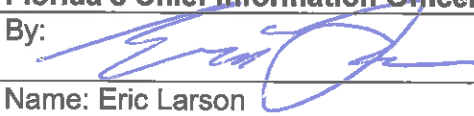
6. Amendments

All modifications to this Participating Addendum must be in writing and signed by all Parties. No oral modifications to this Participating Addendum are permitted.

Notwithstanding the order listed in section 3b, amendments executed after the Participating Addendum is executed may expressly change the provisions of the Participating Addendum. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Participating Addendum.

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

Participating State: Florida	Contractor: Carahsoft
By: 	By: 
Name: Dave Zeckman	Name: Robert R. Moore
Title: Chief of Staff	Title: Vice President
Date: 7/31/2017	Date: June 26, 2017

Florida's Chief Procurement Officer:	Florida's Chief Information Officer
By: 	By: 
Name: Roz Ingram	Name: Eric Larson
Title: Director of State Purchasing and Chief Procurement Officer	Title: Executive Director of the Florida Agency for State Technology and Chief Information Officer
Date: 7/28/17	Date: 7/28/17

Alternate Contract Source No. 43230000-NASPO-16-ACS

Exhibit A
GENERAL CONTRACT CONDITIONS

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These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, Form PUR 1000, which is incorporated by reference in Rule 60A-1.002, Florida Administrative Code (F.A.C.)

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, F.A.C.:

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. TERMINATION.

2.1 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in

progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.2 Termination for Cause.

If the Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES

3.1 Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.2 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.3 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.4 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.5 Taxes.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

3.6 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Department or Customer. The Contractor must return any overpayment within 40 calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.**4.1 Composition and Priority.**

The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Purchase Order and any attachments to the Purchase Order.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager is primarily responsible for the Contractor's oversight of the Contract performance. In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Customer purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in Section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Department of State Registration.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.2 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.3 Contractor Certification.

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.4 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or

any other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.

The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 Subcontractors.

All contactors, dealers, and resellers authorized by the Department, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 Assignment.

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.5 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in

a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.6 Information Technology Standards

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the state agency in furtherance of the state agency's efforts to comply with AST standards, established in Rule Chapter 74, F.A.C, as applicable.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services

c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060
Tallahassee, Florida 32399-0950

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. The Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service;
- (b) 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 reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the contractor does not transfer the records to the public agency;
- (d) 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; and
- (e) 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 THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must

clearly designate that portion of the materials as “confidential” when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as “confidential,” the Department will provide only the portions of the contract-related materials not designated as “confidential.” If the requester asserts a right to examine contract-related materials designated as “confidential,” the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated “confidential.”

If the Department is served with a request for discovery of contract-related materials designated “confidential,” the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated “confidential” only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as “confidential” from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney’s fees arising from or relating to its designation of contract-related materials as “confidential.”

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
 - (b) The type of information that was subject to the unauthorized access and acquisition.
 - (c) The type and number of entities who were, or potentially have been affected by the breach.
 - (d) The actions taken by the Contractor to protect the Data from further unauthorized access.
- However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.2 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30 minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.3 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.4 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

SECTION 12. CONTRACT AUDITS.

12.1 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

13.2 Disqualifying Offenses.

If at any time it is determined that a person has a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida Data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related or information technology crimes
- (b) Fraudulent practices, false pretenses and frauds, and credit card crimes
- (c) Forgery and counterfeiting
- (d) Violations involving checks and drafts
- (e) Misuse of medical or personnel records
- (f) Felony theft

13.3 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

**Alternate Contract Source
No. 43230000-NASPO-16-ACS**

**EXHIBIT B
FLORIDA SPECIAL CONTRACT CONDITIONS**

This Exhibit contains the Special Contract Conditions. If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

Special Contract Conditions are as follows:

Section 1 Delays and Complaints

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract, via the established Complaint to Vendor process (PUR 7017 form), may result in default proceedings and cancellation.

Section 2 Monthly Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports electronically through MFMP VIP. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Contractor in default and subject the Contractor to exclusion from business with the State of Florida.

For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online through MFMP U on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM, Eastern Time.

Section 3 Quarterly Sales Reports

Each Contractor shall submit a sales report to the Department on a Quarterly basis.

Contract Sales Reports must include the Contractor's name, the dates of Quarter covered, each Customer's name, services provided (to include identification of the cloud solution and service model), and the amount paid by the Customer.

Initiation and submission of the Contract Sales Reports are to be the responsibility of the Contractor. The Contractor will submit the completed Sales Report forms by email to the Department Contract Manager no later than the due date indicated in Section 10. Submission of these reports is considered a material requirement of this Contract and the Contractor.

Failure to provide quarterly sales reports, including those indicating no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) is considered as Non-Performance by the Contractor. Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

Section 4 Quarterly Reporting Timeframes

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

- Quarter 1 - (July-September) – Due by October 10
- Quarter 2 - (October-December) – Due by January 10
- Quarter 3 - (January-March) – Due by April 10
- Quarter 4 - (April-June) – Due by July 10

Section 5 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

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AMENDMENT NO.: 1
Contract Amendment
CLOUD SOLUTIONS
Alternate Contract Source No. 43230000-NASPO-16-ACS

This Amendment (“Amendment”) to the Cloud Solutions Contract No. 43230000-NASPO-16-ACS (“Contract”), effective as of the last date upon which this Amendment is signed by all parties, between the State of Florida, Department of Management Services (“Department”) and Carahsoft (“Contractor”) are collectively referred to herein as the “Parties.” All capitalized terms used herein shall have the meaning assigned to them in the Participating Addendum unless otherwise defined herein.

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section 6, “Amendments,” of the Contract;

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment. The contract is hereby amended to delete the sentence below in section 3(a) of the Participating Addendum:

~~In accordance to 74-3.004, F.A.C., Agency requests for Infrastructure as a Service (IaaS) must be submitted via a Service Request to the State Data Center.~~

II. Contract Amendment. The Contract is hereby amended to delete and replace in its entirety section 3(d), Access to Cloud Solutions Services Requires State CIO Approval, contained in the Participating Addendum with the following:

d. Purchase of Infrastructure Related Services Requires AST Approval: Pursuant to section 282.201(5) F.S., State agency requests for Infrastructure as a Service must be submitted to the state data center, in accordance with Rule 74-3.004, F.A.C. This requirement applies to state agencies as defined in Section 282.0041(23) F.S., in accordance with the limitations set forth in Section 282.201(5) F.S.


III. Contract Amendment. The Contract is hereby amended to revise section 6.6 of Exhibit A in the Participating Addendum to correct the administrative rule reference from “Chapter” to “Title”. The revised sentence shall now read:

Vendors agree to cooperate with the state agency in furtherance of the state agency’s efforts to comply with AST standards, established in Rule Title 74, F.A.C, as applicable.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

V. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

VI. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

Participating State: Florida	Contractor: Carahsoft
By:	By: 
Name: Dave Zeckman	Name: Ellen Lord
Title: Chief of Staff	Title: Contracts Manager
Date:	Date: January 02, 2018

Florida's Chief Procurement Officer:	Florida's Chief Information Officer
By:	By:
Name: Rosalyn Ingram	Name: Eric Larson
Title: Director of State Purchasing and Chief Procurement Officer	Title: Executive Director of the Florida Agency for State Technology and Chief Information Officer
Date:	Date:



AMENDMENT NO.: 2 - Renewal
Alternate Contract Source No.: 43230000-NASPO-16-ACS
Alternate Contract Source Name: Cloud Solutions

This Amendment No. 2 (“Amendment”) effective as of October 1, 2020, to the Cloud Solutions Agreement, Contract No. 43230000-NASPO-16-ACS (“ACS” or “Contract”) is made by and between the State of Florida, Department of Management Services (“Department”), and Carahsoft (“Contractor”), collectively referred to herein as the “Parties,” is effective upon execution by both Parties. All capitalized terms used herein have the meaning assigned to them in the ACS unless otherwise defined herein.

WHEREAS the ACS was entered into by the Parties on July 31, 2017, to continue through September 30, 2020, for the provision of Cloud Solutions, pursuant to State of Utah Master Agreement No. AR2472;

WHEREAS the Parties agreed that the ACS may be amended by mutual agreement as provided in Section 6., “Amendments,” of the ACS; and

WHEREAS the Parties agreed that the ACS may be renewed as provided in Section 2, “Renewal,” of the ACS.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. ACS Amendment. The ACS is amended to replace Exhibit A: Florida General Contract Conditions in its entirety with Exhibit D: Special Contract Conditions. Any and all references in the ACS to terms and conditions are hereby replaced with the attached Exhibit D: Special Contract Conditions, which are incorporated into the ACS by reference herein.

II. ACS Amendment. The ACS is amended to replace Exhibit B: Florida Special Contract Conditions in its entirety with Exhibit C: Additional Special Contract Conditions, which are incorporated into the ACS by reference herein.

III. ACS Renewal. The ACS is hereby renewed for a period of six (6) years, with a new expiration date of September 30, 2026, under the same terms and conditions, except as amended herein.

IV. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the ACS, the terms of this Amendment shall control.




AMENDMENT NO.: 2 - Renewal
 Alternate Contract Source No.: 43230000-NASPO-16-ACS
 Alternate Contract Source Name: Cloud Solutions

VI. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the ACS, as previously amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

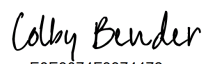
State of Florida:
Department of Management Services

By: 

16B191447D2C4C0...
Name: Patrick Gillespie
Title: Deputy Secretary

Date: 9/22/2020 | 4:45 PM EDT

Contractor:
Carahsoft

Signed by:
 By: 

E8E3674F3374472...
Name: Colby Bender
Title:

Contracts Team Lead

Date: 9/22/2020 | 4:38 PM EDT



ADDITIONAL SPECIAL CONTRACT CONDITIONS

Exhibit C

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in the Department's Contract as modified and supplemented by the Special Contract Conditions and these Additional Special Contract Conditions.

Contractor acknowledges that the Participating State is an agency of the State of Florida and as such, the Contract will include the terms and conditions in these Additional Special Contract Conditions. All references to the Contract in these Additional Special Contract Conditions include the terms and conditions herein.

- A. Information Technology Standard: Pursuant to section 282.0051 and 282.318, F.S. the Department is to establish standards for the implementation and management of information technology resources. Contractor agrees to cooperate with the Department and Customer in furtherance of efforts to comply with the standards, established in Rule Title 60GG, F.A.C., as applicable.
- B. Annual Certification: At the request of the Department or the Customer, the Contractor will submit an annual certification demonstrating compliance with the Warranty of Security in accordance with the standards established in Rule Title 60GG, F.A.C.
- C. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- D. E-Verify: The following language replaces Section 13.2, E-Verify, of the Special Contract Conditions:

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract (Amendment), the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not



be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

- E. Contractor and Applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department because of any failure of a subcontractor, reseller, distributor, or dealer. The Contract terms are applicable to subcontractors, resellers, distributors, and dealers and shall apply to the Contractor's Applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers providing commodities and performing services in furtherance of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- F. Purchases Prerequisites: Before fulfilling any Customer purchases and receiving payment, the Contractor and applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers must have met the following requirements, unless further notated below:
- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>) *only required by applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers if receiving payment.
 - Not be on the State's Convicted, Suspended, or Discriminatory Vendor lists (http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
 - Have a copy of e-Verify Status on file
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>) *only required by applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers if receiving payment.
- G. MFMP Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:
- 1) EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This



transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN

This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

H. Contract Reporting: The Contractor shall provide the following reports associated with this Contract.

- 1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30). The Contractor's first Quarterly Sales Report will be due 30 calendar days after the first full quarter following Contract execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at [FL DMS Quarterly Sales Report Form](#). The report shall include all Customer sales received and associated with this Contract during the quarter. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated, or the Department may choose to not renew the Contract.
- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer, spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority



code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

- 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports within the timeframe specified by the Department.
 - 4) MFMP Transaction Fee Reports. The Contractor shall submit monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located on the [Transaction Fee and Reporting website](#). Assistance with the transaction fee reporting system is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- I. Financial Consequences: The following financial consequences will apply for the Contractor's non-performance of the provision of the Quarterly Sales Reports and the MFMP Transaction Fee Reports. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with these provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in U.S. dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance (Per Calendar Day Late/Not Received by the Contract Manager)
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 th calendar day after the close of each month	\$100

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

- Quarter 1 - (July-September) – due 30 calendar days after close of the period
- Quarter 2 - (October-December) – due 30 calendar days after close of the period
- Quarter 3 - (January-March) – due 30 calendar days after close of the period
- Quarter 4 - (April-June) – due 30 calendar days after close of the period

The Department may not consider renewal of a Contract or price adjustments if the Contractor is late on submitting required reports or for outstanding fees owed.

- J. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer will provide the format for the Contractor's agenda. In the event the Department or Customer schedules a business review meeting, the Contractor shall submit the completed agenda to the Department or Customer for review and acceptance prior to the meeting. The Contractor shall address the agenda items and any of the Department's or Customer's additional concerns at the meeting. At a minimum, the agenda items may include:
- a. Contract compliance
 - b. Savings report (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being placed on a Corrective Action Plan and possible termination of the Contract.

Exhibit D

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) 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 Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) 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.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Christian Popoli, Senior Planner
DATE:	June 15, 2026
SUBJECT:	Ordinance No. 2026-8237 Amending Chapter 34 Land Development Code [Second Reading]

BACKGROUND

After slightly more than one year from the adoption of the new Land Development Code (LDC), Planning and Development Department staff identified a number of areas where clarification was needed, definitions were missing or vague, and where there were inconsistencies internally between one section of the code and another. Additionally, a number of scrivener’s errors were noted. It is the intent of the legislation to address these findings and provide corrections, clarifications, and additions as needed to provide consistency within the LDC and to ensure the code will be implemented in a consistent and equitable manner by the Planning and Development Department and other City staff as needed. The updates, as noted, include a number of different articles and divisions of the current LDC, including the following:

- Article III,
- Article V, Division 1 & 5,
- Article VI, Division 2,
- Article VII, Division 1, 2, 3 & 4

It is the opinion of planning staff that these changes provide necessary corrections and clarifications, but do not add any undue burdens onto private properties or citizens, to ensure the ongoing process of refining the Land Development Code, as intended from its adoption in 2025. The LDC is intended to be a living document that can be corrected, updated, and amended as needed to ensure it adapts with the changes in regulations, markets, and technologies over time. This should be considered the first step in this ongoing process.

At the April 13 Council Briefing, City Council reviewed and provided feedback on the proposed changes, corrections, and updates to the LDC as proposed by the Planning and Development Department staff. Based on the feedback received, staff has amended and updated the proposed changes to Chapter 34 of the City's code of Ordinances, as outlined in the attached Ordinance No. 2026-8237.

Staff made recommended changes to Ordinance No. 2026.8237 on the first reading held on June 1, 2026, as reflected on the amended memo and has incorporated several more to Section 34-623 Central business district: CBD for consistency and clarity for properties along the boardwalk/Oceanfront Boulevard.

FINANCIAL IMPACT

None Anticipated.

REQUESTED ACTION



Adopt/Deny Ordinance No. 2026-8237 on the second reading amending Chapter 34 Land Development Code, Articles III, V, VI, and VII

ATTACHMENTS

1. 6/1/26 Amended Memo for First Reading
2. Ordinance No. 2026-8237



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Christian Popoli, Senior Planner
DATE:	June 1, 2026
SUBJECT:	Ordinance No. 2026-8237 Amending Chapter 34 Land Development Code [First Reading] Amended

BACKGROUND

With the adoption of the new Land Development Code (LDC) over one year ago, Planning and Development Department staff have tracked and identified a number of areas where clarification is needed, definitions are missing or vague, and where there is inconsistency internally between sections of the code. Additionally, a number of scrivener’s errors are noted. It is the intent of this legislation to address these findings and provide corrections, clarifications, and additions to provide consistency within the LDC and to ensure the code will be implemented in a consistent and equitable manner by the Planning and Development Department and other City staff. The updates include a number of different articles and divisions of the current LDC as follows:

- Article III,
- Article V, Division 1 & 5,
- Article VI, Division 2,
- Article VII, Division 1, 2, 3 & 4

It is the opinion of Planning staff that these changes provide necessary corrections and clarifications, but do not add any undue burdens onto private property owners or citizens and ensures the ongoing process of refining the Land Development Code, as intended from its adoption in 2025. The LDC is intended to be a living document that can be corrected, updated, and amended as needed to ensure it adapts with the changes in regulations, markets, and technologies over time. This should be considered the first step in this process.

At the April 13 Council Briefing, City Council reviewed and provided feedback on the proposed changes, corrections, and updates to the LDC as proposed by the Planning and Development Department staff. Based on the feedback received, staff has amended and updated the proposed changes to Chapter 34 of the City's code of Ordinances, as outlined in the attached Ordinance No. 2026-8237.

FINANCIAL IMPACT

None Anticipated.

PLANNING COMMISSION RECCOMENDATION

At the May 26 meeting of the Jacksonville Beach Planning Commission, the proposed ordinance was reviewed, and the Commission issued a recommendation for approval without any conditions or recommended changes.

AGENDA ITEM:	B.
MEETING DATE:	June 1, 2026

PLANNING AND DEVELOPMENT PROPOSED AMMENDMENTS

The Planning and Development Department recommends the following additional changes:

1. ARTICLE V DEVELOPMENT REVIEW PROCEDURES, DIVISION 1 GENERAL APPLICABILITY: Sec. 34-504 – Public Notice , Table 34-504.1, (foot note three)

***Distance for Noticing Residents shall be measured from the boundary of the parcel, 300 feet outwards in all directions.

2. SECTION 6. ARTICLE VI ZONING DISTRICTS, DIVISION 2 ZONING DISTRICTS, PERMITTED USES, ACCESSORY USES, CONDITIONAL USES, DIMENSIONAL STANDARDS, OFF-STREET PARKING AND LOADING STANDARDS, SUPPLEMENTAL STANDARDS, LANDSCAPING STANDARDS, SIGN STANDARDS, AND ENVIRONMENTAL STANDARDS, Sec. 34-614 RESIDENTIAL MULTI-FAMILY: RM-1:
 - (e) Dimensional standards. The following dimensional standards shall apply to all permitted, conditional, and accessory uses in the RM-1 zoning district.
 - (2) Townhouse (maximum of four (4) units per building).
 - a. Minimum lot area: Minimum of six thousand (6,000) square feet for the first two units and three thousand (3,000) square feet for each additional unit.
 - b. Minimum lot width: Twenty-five(25) feet at the building line for each unit.
 - c. Minimum yards:
 - 1.Front yard: Each unit shall feature a three (3) foot staggered offset from the minimum Twenty (20) feet for three or more units. Twenty (20) feet for two units.
 - 2.Side yard: Zero (0) for internal. Exterior five (5) feet.
 - 3.Rear yard: Twenty (20) feet.
 - d. Minimum floor area: Each unit within a townhouse dwelling structure shall contain a minimum of eight hundred (800) square feet of conditioned living area. A minimum of one car-garage as required, shall not be included as part of the unit's minimum square footage. Additionally, two (2) spaces shall be provided in the driveway.
 - e. Maximum lot coverage for primary structure and required driveway:
 - 1.Up to two (2) units per building: Thirty-five (~~35~~45) percent.
 - 2.Three (3) to four (4) units per building: Fifty (50) percent
 - f. Maximum impervious surface:
 - 1.Up to two (2) units per building: Fifty (~~50~~60) percent.
 - 2.Three (3) to four (4) units per building: Sixty-five (65) percent.
 - g. Maximum height: Thirty-five (35) feet.



h. Accessory uses and structures pursuant to section 34-716. All accessory structures shall only be located in a side or rear yard (not forward of the dwelling along any street frontage) and set back a minimum of five (5) feet from any property line or principal or accessory structures.

3. SECTION 6. ARTICLE VI ZONING DISTRICTS, DIVISION 2 ZONING DISTRICTS, PERMITTED USES, ACCESSORY USES, CONDITIONAL USES, DIMENSIONAL STANDARDS, OFF-STREET PARKING AND LOADING STANDARDS, SUPPLEMENTAL STANDARDS, LANDSCAPING STANDARDS, SIGN STANDARDS, AND ENVIRONMENTAL STANDARDS, Sec. 34-615 RESIDENTIAL MULTI-FAMILY: RM-2:

(e) Dimensional standards. The following dimensional standards shall apply to all permitted, conditional, and accessory uses in the RM-1 zoning district.

(2) Townhouse (maximum of four (4) units per building).

a. Minimum lot area: Minimum of six thousand (6,000) square feet for the first two units and three thousand (3,000) square feet for each additional unit.

b. Minimum lot width: Twenty-five(25) feet at the building line for each unit.

c. Minimum yards:

1.Front yard: Each unit shall feature a three (3) foot staggered offset from the minimum Twenty (20) feet for three or more units. Twenty (20) feet for two units.

2.Side yard: Zero (0) for internal. Exterior five (5) feet.

3.Rear yard: Twenty (20) feet.

d. Minimum floor area: Each unit within a townhouse dwelling structure shall contain a minimum of eight hundred (800) square feet of conditioned living area. A minimum of one car-garage as required, shall not be included as part of the unit's minimum square footage. Additionally, two (2) spaces shall be provided in the driveway.

e. Maximum lot coverage for primary structure and required driveway:

1.Up to two (2) units per building: Thirty-five (~~35~~45) percent.

2.Three (3) to four (4) units per building: Fifty (50) percent

f. Maximum impervious surface:

1.Up to two (2) units per building: Fifty (~~50~~60) percent.

2.Three (3) to four (4) units per building: Sixty-five (65) percent.

g. Maximum height: Thirty-five (35) feet.

h. Accessory uses and structures pursuant to section 34-716. All accessory structures shall only be located in a side or rear yard (not forward of the dwelling along any street frontage) and set back a minimum of five (5) feet from any property line or principal or accessory structures.



REQUESTED ACTION

Approve/Disapprove Ordinance No. 2026-8237 on the first reading amending Chapter 34 Land Development Code, Articles III, V, VI, and VII, and schedule a second reading for June 15, 2026

ATTACHMENTS

1. Ordinance No. 2026-8237



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

AGENDA ITEM:	B.
MEETING DATE:	June 1, 2026

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

ORDINANCE NO. 2026-8237

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING ARTICLES III, V, VI, AND VII OF CHAPTER 34 LAND DEVELOPMENT CODE; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER'S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach ("City") has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes; and

WHEREAS, the City Council updated the Comprehensive Plan and Land Development Code in 2025 following two years of workshops, public input, and council participation; and

WHEREAS, pursuant to Section 34-461(b)(8), the Land Development Code will be reviewed as needed, but at a minimum, every five years and recommendations made to the Planning Commission and City Council; and

WHEREAS, the Planning and Development Department has noted several needed clarifications, clarifications, and scriveners' errors from the originally adopted code in March of 2025 to present; and

WHEREAS, the Planning and Development Department has compiled all of these elements into a single ordinance to make these changes and updates to ensure the code functions as intended; and

WHEREAS, the Planning and Development Department recommends these changes and updates to ensure the code is clearly understandable to citizens and the public; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose, it is a permissible exercise of the City's powers and authority, and benefits the public health, safety, and welfare of the citizens, residents, and guests of the City of Jacksonville Beach.

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

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

SECTION 2. ARTICLE III DEFINITIONS, SECTION 34-300 GENERAL, IS HEREBY AMENDED AS FOLLOWS¹:

¹ ~~Strikethrough~~ text indicates deletions, underline text indicates additions.

Sec. 34-300. -General

Advertising Flag means any device intended to catch the wind or be moved by the wind, for the intent of attracting attention to a business or commercial site. This may include devices such as, but not limited to, strait flags, edge flags, feather flags, pennant flags, flutter flags or any other form of flag that is not a flag of personal expression or related to a government, state or organization for non-commercial purposes.

Alcoholic beverage establishment means any establishment devoted primarily to the sale of alcoholic beverages for consumption on or off-premises, which is licensed by the State of Florida to dispense or sell alcoholic beverages. This use includes bars and liquor stores but not package stores that do not sell liquor.

~~Convenience store shall mean an establishment of no less than 2,000 square feet and no more than five thousand (5,000) square feet of conditioned space used for the retail sale of consumable goods and may include sit-down restaurant areas~~means any establishment primarily engaged in the provision of frequently or recurrently needed goods for household consumption, such as prepackaged food and beverages, newspapers, and limited household supplies. These may include the sale of packaged beer and wine as well as tobacco, vapes or other traditional smoking products, but which are not the primary products sold, Convenience stores may or may not be in association with fuel sales.

Dwelling, attached means a housing unit connected to another housing unit, generally with a shared wall, that provides living space for one household or family. Attached houses are considered single-family houses as long as they are not divided into more than one housing unit per lot, and they have an independent outside entrance. A single-family house is contained within walls extending from the ground floor to the roof. Townhouses, rowhouses, and duplexes are considered single-family attached housing units, as long as there is no household living above another one within the walls extending from the ground floor to the roof to separate the units. For attached dwellings – townhouses, the lot width shall be the same from the front lot line to the rear lot line, the entire length of the property.

~~Flag means a temporary sign consisting of a piece of cloth, fabric or other non-rigid material~~a rectangular piece of fabric that features a distinctive design, serving as a symbol for a nation, state or other federal or state organizations, a means of signaling, or personal expression. Flags represent national, state or organizational identity, and they are often displayed during significant events and holidays.

Impervious surface ratio (ISR) shall means a measurement of those surfaces that prevent the entry of water into the soil. Common impervious surfaces include, but are not limited to, rooftops, sidewalks, patio areas, driveways, parking lots, and other surfaces made of concrete, asphalt,

brick, plastic, or any surfacing material with a base or lining of an impervious material. New or existing wood decking elevated two (2) or more inches above the ground and with a ¼ inch gap between deck boards shall not be considered impervious provided that the ground surface beneath the decking is not impervious. Pervious areas beneath roof or balcony overhangs that are subject to inundation by stormwater and which allow the percolation of that stormwater shall not be considered impervious areas. The water surface area of swimming pools shall not be calculated as an impervious surface.

Kitchen means any room or space larger than 80 square feet, dedicated for the use as or intended and designed to be used for cooking or the preparation of food. The installation of a cooking appliance any full-sized appliances, with a large quantity of storage cabinets and counterspace constitutes a kitchen within the meaning of this definition, and where such a kitchen is installed or maintained in a room or suite of rooms said room or suite of rooms shall constitute a dwelling unit.

Kitchenette shall mean an area within a building containing limited kitchen facilities such as a bar sink, microwave oven, refrigerator/freezer not exceeding ten (10) cubic feet means a compact, limited-cooking area under 80 sq ft, with basic appliances like a mini-fridge, microwave, and small sink, and limited counter space and storage cabinets, and does not include a full sized kitchen sink, a full stove or oven or a full sized refrigerator and freezer combination or stand-alone refrigerator or freezer. The addition of a kitchenette does not constitute a separate dwelling unit.

Lot width means the horizontal distance between side lot lines measured at right angles to its depth along a straight line parallel to the front lot line at the minimum required building setback line. In the case of townhomes, the lot width shall be consistent from the front property line to the rear property line, for the entire length of the lot.

Mixed Use Project means a development or redevelopment project containing a mix of compatible commercial and residential uses intended to support diversity in housing, walkable communities, the need for less automobile travel and a more efficient use of land.

Package liquor store means any establishment devoted primarily to the sale of alcoholic beverages for consumption off-premises, which is licensed by the State of Florida to dispense or sell alcoholic beverages for consumption off-premises. A package store sells beer and wine, packaged for sale as the primary retail product and does not include hard liquor sales. A convenience store that sells packaged beer and wine in addition to other retail and food items is not considered a package store.

Physical Fitness Facility means an indoor or outdoor establishment dedicated to exercise, physical training, and health-related activities. These facilities, ranging from commercial gyms to recreational activities centered on active movement and health, provide equipment, spaces, and

programs aimed at enhancing cardiovascular endurance, muscular strength, flexibility, and overall well-being.

Restaurant, Coffee shop / Café/ Snack Shop means an establishment primarily engaged in preparing and/or serving a specialty snack, such as ice cream, frozen yogurt, cookies, or popcorn, or serving beverages such as coffee, juices, or sodas for consumption on or near the premises. These establishments may carry and sell a combination of snack, nonalcoholic beverage, and other related products (e.g., coffee beans, mugs, coffee makers) but generally promote and sell a unique snack or nonalcoholic beverage. These can include dine-in establishments or walk-up establishments. They are generally considered a type of food service or restaurant.

Restaurant, Drive-thru means a food service establishment that allows customers to order, pay for, and pick up meals without leaving their vehicles. Utilizing a dedicated lane, a speaker system, and a service window, this model maximizes convenience and speed, catering primarily to customers seeking quick-service, takeaway, or fast food

Restaurant, Fast-Casual means a restaurant that does not offer full table service, but advertises higher quality food than fast-food restaurants. It is an intermediate concept between fast food and casual dining with a lower per-patron to employee ration than fine dining, but possibly less than a drive-thru restaurant. Fast Casual includes food service establishments such as coffee shops, ice cream stores, etc. where full tableside service is not provided, but also does not include a drive-thru option.

Restaurant, Fine Dining means a sit-down, full-service establishment offering high-quality, specialized cuisine with specific ambiance, service standards, and often, alcohol service. This includes tableside service by wait-staff, with a higher per-patron to employee ratio

Restaurant, General means any restaurant that is not specifically defined as a separate type or sub-category of restaurant within this section.

Shopping center means a group of ~~four (4)~~ three (3) or more retail stores, service establishments or any other business not necessarily owned by one (1) person nor by a single land ownership that is adjacent to and utilizing a common off-street parking area.

Smoke shop means any place of business or commercial establishment which has more than 200 square feet of space dedicated to retail that specializes in products and accessories related to smoking. Smoke Shops refer to, but are not limited to, the sale of tobacco or different smokable herbs, vaping fluids, tobacco products, water bongs, pipes, collectible glass smoking devices, herb grinders, rolling papers, dab rigs, vaporizers and vaping accessories, stash jars, and storage necessities and lighters, matches, and hemp wick. This does not include unfiltered cigars, or shops exclusively dedicated to the sale and smoking of unfiltered cigars and accessories for such products.

SECTION 3. ARTICLE V DEVELOPMENT REVIEW PROCEDURES, DIVISION 1 GENERAL APPLICABILITY, SECTION 34-504 PUBLIC NOTICE, IS HEREBY AMENDED AS FOLLOWS:

Table 34-504.1: Public Notice Procedures.

	Rezoning	Small-Scale (under 50 acres) Land Use Amendment	Large-Scale (over 50 acres) Land Use Amendment	Text Amendment to the Comprehensive Plan	LDC Text Changes	Conditional Uses	Variances
Distance for Noticing Residents (Feet)	300	300	300	300	N/A	300	300
Mailing Notices to Residents (postmarked)	15 days	15 days	15 days	15 days	N/A	15 days	15 days
Postings of Signs on the Property	1 sign every 200 feet of road frontage	1 sign every 200 feet of road frontage	1 sign every 200 feet of road frontage	N/A	N/A	1 sign every 200 feet of road frontage	1 sign every 200 feet of road frontage
Public Notice/ Advertisements**	10 days*	10 days*	10 days*	10 days*	10 days*	10 days*	10 days*

* Calendar days prior to each Public Hearing.

** Newspaper advertisement must follow F.S. § 166.041(3)(c).2.b.

***Distance for noticing residents shall be measured from the boundary of the parcel 300 feet outwards in all directions.

Note: Additional application requirements provided in specific sections below.

SECTION 4. ARTICLE V DEVELOPMENT REVIEW PROCEDURES, DIVISION 1 GENERAL APPLICABILITY, SECTION 34-506 SUCCESSIVE APPLICATIONS, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-506. - Successive applications.

Whenever any application for a development permit or an application requiring a public hearing is denied for failure to meet the substantive requirements of the LDC, except as detailed in subsections (a) and (b) below, an application for all or a part of the same land shall not be considered for a period of one (1) year after the date of denial.

(a) The applicant may submit a new application within the one (1) year if the subsequent or new application is materially different from the prior request.

(1) For the purposes of this subsection, an application shall be considered materially different if it involves a change in land use, decrease in density or intensity, or the application expressly satisfies the deficiencies that were identified in the prior denial.

(2) The planning and development director or designee shall resolve any question concerning the similarity of a second application or other questions which may develop under this section.

(b) The applicant may submit a new application within one (1) year by mutual agreement between city administration and the applicant as a method of resolution of a legal filing, including, but not limited to, litigation or a proceeding under F.S. §70.51. A rehearing will not constitute a *de novo* hearing and does not limit the applicant's further rights under state law for other legal actions unless mutually agreed upon.

SECTION 5. ARTICLE V DEVELOPMENT REVIEW PROCEDURES, DIVISION 5 VARIANCES, SECTION 34-568 AUTHORIZED VARIANCES, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-568. - Authorized variances.

Variations shall only be granted from the dimensional standards of article VI, the off-street parking or landscape standards of article VII, and the subdivision standards of article VIII within the LDC, except that a height variance shall not be permitted in any zoning district. Variations shall not be granted to permit a use not generally allowed in the zoning district in which it is located.

Variations may not be requested for relief from:

- (a) Maximum building height
- (b) Residential density
- (c) Minimum lot area requirements, including lot area and width
- (d) Maximum sign dimensional standards

SECTION 6. ARTICLE V DEVELOPMENT REVIEW PROCEDURES, DIVISION 5 VARIANCES, SECTION 34-574 ADMINISTRATIVE VARIANCE, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-574. - Administrative variance.

Notwithstanding the other provisions of division V, the planning and development director or designee may issue an administrative variance from the dimensional standards of article VI and the off-street parking and loading or landscape standards of article VII of the LDC (except that a height variance shall not be permitted in any zoning district) if the proposed application for an administrative variance complies with the standards of section 34-5923. For the purposes of this section, an administrative variance is a variance that does not vary from the relevant dimensional, off-street parking and loading, or landscape standards by more than ten (10) percent.

SECTION 7. ARTICLE VI ZONING DISTRICTS, DIVISION 2 ZONING DISTRICTS, PERMITTED USES, ACCESSORY USES, CONDITIONAL USES, DIMENSIONAL STANDARDS, OFF-STREET PARKING AND LOADING STANDARDS, SUPPLEMENTAL STANDARDS, LANDSCAPING STANDARDS, SIGN STANDARDS, AND ENVIRONMENTAL

STANDARDS, SECTION 34-613 RESIDENTIAL, SINGLE-FAMILY: RS-3, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-613. - Residential, single-family: RS-3.

(2) *Townhouse (maximum of two (2) units).*

- a. *Minimum lot area:* Six thousand (6,000) square feet (individual lots shall be a minimum of three thousand (3,000) square feet).
- b. *Minimum lot width:* Twenty-five (25) feet at the building line for each unit.
- c. *Minimum yards.*
 - 1. *Front yard:* Twenty (20) feet.
 - 2. *Side yard:* Zero (0) for internal. Exterior five (5) feet.
 - 3. *Rear yard:* Twenty (20) feet.
- d. *Minimum floor area:* A townhouse dwelling unit shall contain a minimum of eight hundred (800) square feet of conditioned living area. A minimum of one car-garage as required, shall not be included as part of the unit's minimum square footage. Additionally, two (2) spaces shall be provided in the driveway.
- e. *Maximum lot coverage for primary structure and required driveway:* ~~Thirty~~Forty-five (~~34~~5) percent.
- f. *Maximum height:* Thirty-five (35) feet.
- g. *Impervious surface:* ~~Fifty~~Sixty (~~56~~0) percent.
- h. *Accessory uses and structures pursuant to section 34-716:* All accessory uses shall only be located in a side or rear yard (not forward of the dwelling along any street frontage) and set back a minimum of five (5) feet from any property line or principal or accessory structures.

SECTION 8. ARTICLE VI ZONING DISTRICTS, DIVISION 2 ZONING DISTRICTS, PERMITTED USES, ACCESSORY USES, CONDITIONAL USES, DIMENSIONAL STANDARDS, OFF-STREET PARKING AND LOADING STANDARDS, SUPPLEMENTAL STANDARDS, LANDSCAPING STANDARDS, SIGN STANDARDS, AND ENVIRONMENTAL STANDARDS, SECTION 34-614 RESIDENTIAL MULTI-FAMILY: RM-1, IS HEREBY AMENDED AS FOLLOWS:

- (e) Dimensional standards. The following dimensional standards shall apply to all permitted, conditional, and accessory uses in the RM-1 zoning district.

(2) Townhouse (maximum of four (4) units per building).

- e. Maximum lot coverage for primary structure and required driveway:
 - 1. Up to two (2) units per building: ~~Thirtyfourty~~-five (345) percent.
 - 2. Three (3) to four (4) units per building: Fifty (50) percent
- f. Maximum impervious surface:
 - 1. Up to two (2) units per building: ~~FiftySixty~~ (560) percent.
 - 2. Three (3) to four (4) units per building: Sixty-five (65) percent.

SECTION 9. ARTICLE VI ZONING DISTRICTS, DIVISION 2 ZONING DISTRICTS, PERMITTED USES, ACCESSORY USES, CONDITIONAL USES, DIMENSIONAL STANDARDS, OFF-STREET PARKING AND LOADING STANDARDS, SUPPLEMENTAL STANDARDS, LANDSCAPING STANDARDS, SIGN STANDARDS, AND ENVIRONMENTAL STANDARDS, SECTION 34-615 RESIDENTIAL, MULTI-FAMILY:RM-2, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-615. - Residential, multi-family: RM-2

- (e) *Dimensional standards.* The following dimensional standards shall apply to all permitted, conditional, and accessory uses in the RM-2 zoning district.

- (2) Townhouse (maximum of four (4) units per building).

- e. Maximum lot coverage for primary structure and required driveway:
 - 1. Up to two (2) units per building: ~~Thirtyfourty~~-five (345) percent.
 - 2. Three (3) to four (4) units per building: Fifty (50) percent
- f. Maximum impervious surface:
 - 1. Up to two (2) units per building: ~~FiftySixty~~ (560) percent.
 - 2. Three (3) to four (4) units per building: Sixty-five (65) percent.

- (4) ~~Public and private parks, playgrounds and recreational facilities.~~ There are no minimum dimensional standards for public and private parks, playgrounds and recreational facilities Existing historic single-family.

- a. Minimum lot area: Three thousand five hundred (3,500) square feet.
- b. Minimum lot width: Thirty (30) feet at the building line.
- c. Minimum yards:

1. Front yard: Twenty (20) feet.

2. Side yard: Five (5) feet.

3. Rear yard: Twenty (20) feet.

d. Minimum floor area: A single-family dwelling unit shall contain a minimum of one thousand (1,000) square feet of conditioned living area and a one (1) car garage. Garages shall not be included as part of the single-family dwelling unit's minimum square footage. Additionally, two spaces shall be provided in the driveway.

e. Maximum lot coverage for primary structure and required driveway: Forty-five (45) percent.

f. Maximum impervious surface: Sixty (60) percent.

g. Maximum height: Thirty-five (35) feet.

h. Accessory uses and structures pursuant to section 34-716: All accessory structures shall only be located in a side or rear yard (not forward of the dwelling along a street frontage) and set back a minimum of five (5) feet from any property line or principal or accessory structures.

(5) Public and private parks, playgrounds and recreational facilities. There are no minimum dimensional standards for public and private parks, playgrounds and recreational facilities.

SECTION 10. ARTICLE VI ZONING DISTRICTS, DIVISION 2 ZONING DISTRICTS, PERMITTED USES, ACCESSORY USES, CONDITIONAL USES, DIMENSIONAL STANDARDS, OFF-STREET PARKING AND LOADING STANDARDS, SUPPLEMENTAL STANDARDS, LANDSCAPING STANDARDS, SIGN STANDARDS, AND ENVIRONMENTAL STANDARDS, SECTION 34-617 COMMERCIAL LIMITED: C-1, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-617. - Commercial limited: C-1

(b) *Permitted uses.* The following uses, not to exceed fifty thousand (50,000) square feet in gross floor area for single or multiple use buildings or developments, are permitted as of right in the C-1 zoning district. Buildings or developments containing single or multiple uses listed herein and which exceed fifty thousand (50,000) square feet in gross floor area shall only be approved pursuant to section 34-622 Planned Unit Development: PUD district standards and procedures.

(7) Outdoor display of retail merchandise is limited to bicycles, plants, clothing, limited retail items and outdoor furniture, limited to two hundred (200) square feet in area, and only during a business's operating hours.

(29) Existing historic single-family dwellings or dwellings originally constructed for use as a single-family dwelling (per RM-2-dimensional standards for existing historic single-family).

(30) Mixed-Used projects meeting the definition of Mixed-Use per Sec. 34-300.

(d) *Conditional uses.* The following uses are permitted as conditional uses in the C-1 zoning district, subject to the standards and procedures established in section 34-546 et seq.

(14) Townhouse dwelling (per RM-1 dimensional standards) and multi-family dwellings, per section 34-614 residential, multi-family: RM-1, and that for properties located east of 3rd Street, the minimum lot size and density for multi-family dwellings shall be determined in accordance with paragraph (e)(3)a. of section 34-615. This conditional use does not apply to mixed-use projects meeting the definition of mixed-use as outlined in Section 34-300.

SECTION 11. ARTICLE VI ZONING DISTRICTS, DIVISION 2 ZONING DISTRICTS, PERMITTED USES, ACCESSORY USES, CONDITIONAL USES, DIMENSIONAL STANDARDS, OFF-STREET PARKING AND LOADING STANDARDS, SUPPLEMENTAL STANDARDS, LANDSCAPING STANDARDS, SIGN STANDARDS, AND ENVIRONMENTAL STANDARDS, SECTION 34-618 COMMERCIAL GENERAL: C-2, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-618. - Commercial general: C-2.

(b) *Permitted uses.* The following uses, not to exceed fifty thousand (50,000) square feet in gross floor area for single or multiple use buildings or developments, are permitted as of right in the C-2 zoning district. Buildings or developments containing single or multiple uses listed herein and which exceed fifty thousand (50,000) square feet in gross floor area shall only be approved pursuant to section 34-622 Planned Unit Development: PUD district standards and procedures.

(10) Outdoor display of retail merchandise is limited to bicycles, plants, clothing, limited retail items and outdoor furniture, limited to two hundred (200) square feet in area, and only during a business's operating hours.

(34) Existing historic single-family dwellings or dwellings originally constructed for use as a single-family dwelling (per RM-2-dimensional standards for existing historic single-family).

SECTION 12. ARTICLE VI ZONING DISTRICTS, DIVISION 2 ZONING DISTRICTS, PERMITTED USES, ACCESSORY USES, CONDITIONAL USES, DIMENSIONAL STANDARDS, OFF-STREET PARKING AND LOADING STANDARDS, SUPPLEMENTAL STANDARDS, LANDSCAPING STANDARDS, SIGN STANDARDS, AND ENVIRONMENTAL STANDARDS, SECTION 34-623 CENTRAL BUSINESS DISTRICT: CBD.

Sec. 34-623. - Central business district: CBD

(f) *Site design and lot layout standards.* The following site design, dimensional, and lot layout standards apply in the CBD zoning district.

(1) *Designation of street type.* The central business district (CBD) designates ~~three~~four (34) street types that exist within the CBD boundaries. The identification of each street type directly relates to the site design, dimensional, and lot layout criteria outlined in the following standards.

(2) *Designation of "A" streets, "B", "pedestrian only" streets, and "pedestrian oriented" streets.* The following table designates existing streets within the central business district as an "A" street or a "pedestrian oriented" street. The boardwalk/Ocean Boulevard is designated as a "pedestrian only" street. Streets not specifically designated will be considered "B" streets. The creation of new streets constructed on or after the effective date (~~insert adoption of ordinance~~) will be updated and designated by the city.

- a. "A" streets shall have building frontage requirements, established build-to lines and required active commercial land uses on first floor, restrict parking and service uses adjacent to an "A" street. "A" streets shall not be the primary vehicular access unless there is no other feasible option.
- b. "Pedestrian oriented" streets shall have building frontage requirements, established build-to lines, restrict parking and service uses adjacent to a "pedestrian oriented" street.
- c. ~~"B" streets shall have no building frontage requirements. While "B" streets are not included or intended to be primary pedestrian streets, additional provisions on architectural details, accessory structures, and service bays will be provided~~ "Pedestrian only" streets shall have building frontage requirements, established build-to lines, and are intended for pedestrian access only and shall not allow car travel, driveways, parking access, or any vehicular use other than bicycles that are human powered and does not include electrically powered or assisted bicycles.

d. "B" streets shall have no building frontage requirements. While "B" streets are not included or intended to be primary pedestrian streets, additional provisions on architectural details, accessory structures, and service bays will be provided.

Table 34-623.1

Street Name	Designation
6th Avenue North, between 3rd Street North and the Sea Walk	A
1st Street North between Beach Boulevard and 6th Avenue North	A
Beach Boulevard, between 3rd Street North and the Sea Walk	Pedestrian Oriented
1st Avenue North, between 3rd Street North and 1st Street North	Pedestrian Oriented
4th Avenue North, between 3rd Street North and the Sea Walk	Pedestrian Oriented
<u>Boardwalk / Ocean Boulevard, between Beach Boulevard and 7th Avenue North</u>	<u>Pedestrian Only</u>

(3) Lot types. Specific lot types are allowed within the CBD as identified by the letter "X" in the following table. The symbol "*" may be considered by the planning commission.

Table 34-623.2

Lot Type	Street Designation			
	A	<u>Pedestrian Only</u>	Pedestrian Oriented	B
Retail/Office	X	<u>X</u>	X	X
Mixed Use	X	<u>X</u>	X	X
Live/Work	X	<u>X</u>	X	X
Apartment	X	<u>X</u>	X	X

Row/Townhouse	*	* -	X	X
House	*	* -	X	X

The following table specifies the standards for each lot type:

Table 34-623.3. Standards for Lot Types

	Commercial Building		Mixed-Use Building		Live/Work Building		Multi-Family Residential Building		Row or Townhouse Building		Urban Single-Family	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
LOT REQUIREMENTS												
Lot Width (ft.)	16	300	16	300	16	60	40	300	25	-	30	-
Lot Depth (ft.)	-	500	-	500	80	120	100	300	80	120	60	N/A
Lot Size (sf)	-	150,000	-	150,000	1,800	7,200	4,000	90,000	1,600	3,840	3,500	N/A
Lot Coverage (%)	-	90	-	90	-	80	-	90	-	80	N/A	55
BUILDING ENVELOPE												
Front Setback (ft.)	0	10	0	10	0	10	0	10	0	10	15	-
Side Setback (ft.)	0	-	0	-	0	-	0	-	0 ft. interior 5 ft. exterior	-	5	-
Rear Setback (ft.)	<u>10 or 0 with boardwalk frontage</u>	-	10	-	15	-	15	-	20	-	15	-
Frontage Buildout (%) ⁽¹⁾	90	100	90	100	80	100	80	100	90	100		

(4) *General site design.*

- c. *Driveway locations.* If property abuts an A or B street, vehicular drive access should be located on the non-pedestrian priority street. If a property does not abut an A or B street, a maximum of one (1) vehicular access drive per property along pedestrian oriented streets shall be allowed. No driveways shall be located on a pedestrian only street.

- h. *Building frontage.* Building frontage shall be determined by the Table 1.0 [34-623.3], Standards for Lot Types. If site constraints exist, a knee wall may be constructed with the following provisions.
1. Only twenty-five (25) percent of the required frontage may be fulfilled through the use of a knee wall.
 2. The knee wall shall be a minimum of twenty-four (24) inches in height to a maximum of forty-two (42) inches.
 3. The knee wall must be constructed of an opaque material which complements the primary building's architecture by utilizing the same architectural style.
 4. Buildings with frontage on the boardwalk/Ocean Boulevard shall have a secondary architectural frontage that must face 1st Street with a functional pedestrian entrance.

- j. *Off-street surface parking.* Off-street surface parking lots must be located behind "A" street frontage buildings or to the side of, or behind, "pedestrian oriented" street fronting buildings. No parking entrance or structure may be located along the boardwalk/Ocean Boulevard except for non-motorized bicycle parking racks only.
- k. *Parking garages.* Parking garages shall comply with the following requirements:
1. Direct pedestrian access from parking garages to each adjacent street shall be provided.
 2. Parking garages located on "A" or "pedestrian oriented" streets shall have the ground floor developed with enclosed commercial or civic floor space to a minimum building depth of thirty (30) feet along the entire length of the structure on each "A" or "pedestrian oriented" facing street, unless separated from the street by another building, parking lot and/or landscaped open space with a minimum depth of thirty (30) feet. No parking garages shall be built or have vehicular access from the boardwalk/Ocean Boulevard.

- (7) *Building design.* The following standards are for building design of attached residential and nonresidential building types.

- a. *Public entrance.* Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be a distinctive and prominent element of the architectural design, and shall be open to the public during business hours. Buildings shall incorporate lighting and changes in mass, surfaces or finishes to give emphasis to the entrances. Buildings with primary entrances along the boardwalk/Ocean Boulevard shall have a secondary public entrance as noted.
- b. *Building facade.* Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between the ground level floor and upper floors with either a cornice line awning from twelve (12) feet to sixteen (16) feet above base flood elevation or grade, whichever applies to a particular building. No blank, unadorned walls shall be allowed along 1st Street.
- c. *Height.* Thirty-five (35) feet. Buildings that front the boardwalk/Ocean Boulevard may use this street for height determination, following the procedures outlined in Section 52 – Zoning Authority of the city Charter.

- h. *Storefront character.* Commercial, retail/office, residential, and mixed-use buildings shall express a "storefront character". This standard shall be met by providing each of the following architectural features along the building frontage as applicable.
 - 1. Corner building entrances on corner lots.
 - 2. Regularly spaced and similar-shaped windows with window hoods or trim on all building stories.
 - 3. Large display windows on the ground floor. All "A" and "pedestrian oriented" street-facing or public space-facing structures shall have transparent windows covering a minimum of forty (40) percent and a maximum of eighty (80) percent of the ground floor of each storefront's linear frontage. Blank walls shall not occupy over fifty (50) percent of a street-facing frontage and shall not exceed thirty (30) linear feet without being interrupted by a window or entry. Mirrored glass, obscured glass, tinted, or glass block cannot be used in meeting this requirement. Display windows may be used to meet this requirement if the first floor has not been designed as a flood proof first floor. This shall apply to structures that have primary entrances along the boardwalk/Ocean Boulevard regardless of the location of the primary entrance.
- i. *Orientation.* The primary building entrances shall be visible and directly accessible from a public street and the boardwalk/Ocean Boulevard. Building massing such as tower elements, not exceeding thirty-five (35) feet in height, may be used to identify the location of building entries.

SECTION 13. ARTICLE VII SITE DEVELOPMENT STANDARDS, DIVISION 1 PARKING AND LOADING STANDARDS, SECTION 34-702 DESIGN STANDARDS, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-702. - Design standards.

(h) All access to any required or optional parking, whether residential or commercial, shall be accessed off a paved right-of-way. If the right of way is unimproved, the right of way must be improved and paved to acceptable standards as defined in Sec. 28-10 of the municipal code, and the design must be reviewed and accepted by public works prior to any approvals for use as parking. This includes:

(1) All commercial or multifamily vehicle use areas / parking lots.

(2) Any residential parking area, such as:

a. primary driveways

b. Secondary access to rear yard parking

c. The parking of any RV, Boat or other vehicle or trailer.

d. Upon the application for building permit for a detached garage without improved access.

SECTION 14. ARTICLE VII SITE DEVELOPMENT STANDARDS, DIVISION 1 PARKING AND LOADING STANDARDS, SECTION 34-706 OFF-STREET PARKING SPACE REQUIREMENTS, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-706. - Off-street parking space requirements.

Table 34-706.1. Parking Space Requirements

USE TYPE	REQUIREMENT

<p>Commercial Uses See Sec. 34-707 for optional off-street parking reductions available for commercial uses in any zoning district.</p>	
Shopping centers:	

Shopping center under 40,000 sq. ft.	3 spaces per 1,000 sq. ft. of floor area.
Shopping center between 40,000—150,000 sq. ft.	3 spaces per 1,000 sq. ft. of floor area.
Shopping center greater than 150,000 sq. ft.	2.5 spaces per 1,000 sq. ft. of floor area.
Marinas	1 space per four (4) wet berths plus 1 space per six (6) dry storage spaces.
Auto repair establishments	Two (2) spaces per repair stall, plus one (1) space per three hundred (300) sq. ft. of non-stall floor area.
Barber and beauty shops	2 spaces per chair or station.
Banks	1 space per two-hundred fifty (250) sq. ft. of floor area.
<u>General Restaurants</u>	1 space per one hundred (100) sq. ft. of floor area.
<u>Drive-Thru Restaurants</u>	1 space per one hundred (100) sq. ft. of floor area. <u>Drive-thru car stacking considered parking</u>
Fast Casual Restaurant	1 space per one <u>two</u> hundred (100 200) sq. ft. of floor area.
<u>Coffee shop / Café/ Snack Shop</u>	<u>1 space per three hundred (300) sq. ft. of floor area.</u>
Fine Dining Restaurant	5 spaces per 1,000 sq. ft. of floor area

Alcoholic Beverage Establishments, (specifically, private clubs, nightclubs, bars, and taverns)	1 space per one hundred (100) sq. ft. of floor area.
Commercial uses not specifically listed	1 space per two hundred (200) sq. ft. of floor area.

SECTION 15. ARTICLE VII SITE DEVELOPMENT STANDARDS, DIVISION 1 PARKING AND LOADING STANDARDS, SECTION 34-707 OPTIONAL OFF-STREET PARKING REDUCTIONS FOR COMMERCIAL USES, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-707. - Optional off-street parking reductions for commercial uses.

Commercial uses, as classified by section 34-706, are eligible for a reduction in the required number of off-street parking spaces in accordance with the below. Restaurant uses are only eligible if they are in the Central Business District (CBD). Although maximum credits are noted in the table below, nothing in this section would limit a commercial use from using pervious materials for the entirety of the parking area, except for any required ADA compliant spaces, it must be demonstrated that the proposed pervious product meets the requirements for ADA parking design standards as outlined in the Florida Building Code.

SECTION 16. ARTICLE VII SITE DEVELOPMENT STANDARDS, DIVISION 2 SUPPLEMENTAL STANDARDS, SECTION 34-716 ACCESSORY USES AND STRUCTURES, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-716. - Accessory uses and structures.

(d) *Pools*. Private swimming pools, as regulated herein, shall be any pool, lake or open tank located either above or below the existing finished grade of the site, not located within a completely enclosed building, and exceeding one hundred fifty (150) square feet in surface area and two (2) feet in depth, designed, used or intended to be used for personal (not for profit) swimming or bathing purposes. Residential pools are for residential use only, they may not be used for commercial uses as applicable with the Florida Building Code.

(3) *Screen enclosures*. A screen enclosure constructed around and over a swimming pool may be constructed within five (5) of the rear property line if not attached to the primary structure whether attached to or detached from the principal structure; however, any

screen enclosure shall not exceed 35 feet in height. The screen enclosure shall meet the side setback requirements applicable to the primary structure for all zoning district.

SECTION 17. ARTICLE VII SITE DEVELOPMENT STANDARDS, DIVISION 2 SUPPLEMENTAL STANDARDS, SECTION 34-728 STORAGE AND PARKING OF COMMERCIAL VEHICLES, RECREATIONAL VEHICLES, AND REPAIR OF VEHICLES IN RESIDENTIAL ZONING DISTRICTS, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-728. - Storage and parking of commercial vehicles, recreational vehicles, and repair of vehicles in residential zoning districts.

For the dual purpose of preserving attractive residential areas within the city and promoting safe, unimpeded traffic circulation throughout such areas, the following supplemental parking restrictions shall apply:

(b) *Within the setback area from a street right-of-way.* The following vehicles shall not be parked or stored, in whole or part, within the required setback area from a street right-of-way or approved private street easement on residentially zoned property or residentially used property in an RD or PUD district:

~~(1) No more than two (2) boats per residential lot~~

~~(21)~~ Any boat which measures in excess of twenty (20) feet in length.

~~(32)~~ Any hauling trailer (except trailers mounted with boats twenty (20) feet or less in length).

~~(43)~~ Any of the following recreational vehicles: Travel trailers, motor homes and camping trailers regardless of length.

~~(54)~~ Any semi-trailer truck or cab.

~~(65)~~ Any commercial vehicle which measures in excess of twenty (20) feet in total body length, seven (7) feet in total width or seven (7) feet in total height, including appurtenances, equipment or cargo.

(c) *On any residentially zoned property or residentially used property in an RD or PUD district.* The maximum number of boats shall be two (2) per residential property. No garbage truck, pump-out truck, chemical truck, gasoline truck, fuel oil truck or similar vehicle designed to transport wastes or hazardous or noxious materials shall be parked or stored in any residentially zoned property or residentially used property in an RD or PUD district.

**SECTION 18. ARTICLE VII SITE DEVELOPMENT STANDARDS, DIVISION 2
SUPPLEMENTAL STANDARDS, SECTION 34-731 SHORT-TERM VACATION RENTALS, IS
HEREBY AMENDED AS FOLLOWS:**

Sec. 34-731. - Short-term vacation rentals.

(f) Notification of surrounding properties for each property or unit to be rented as a short-term vacation rental as defined in this section, the owner is responsible for notifying certain property owners within a defined area of the intent to rent the house or unit. This will be applicable for the initial application or any subsequent change of ownership. Copies of these letters shall be provided as part of the application process to the City.

(1) For single family homes, the following neighboring properties must be notified by mail:

(a) properties within 100 feet of the subject parcel

(b) properties immediately across and diagonally across the road on which the property fronts

(c) any properties located immediately across any opened or unopened alley.

(2) For multi-family units located in an apartment or condo structure:

(a) any other units located on the same floor as the unit proposed for short-term rental use.

(3) Notices must use the template approved by the Planning and Development Director.

(fg) Initial and routine compliance inspections of short-term vacation rentals.

(1) An inspection of the short-term vacation rental unit for compliance with this section is required prior to issuance of an initial short-term vacation rental registration certificate.

a. The local fire official or designee shall perform all inspections and be allowed entry as permitted or required under this section or by section 10-3.04 and section 10-3.05, City of Jacksonville Beach Code of Ordinances.

b. If violations are found, all violations must be corrected and the short-term vacation rental unit must be reinspected prior to issuance of the initial short-term vacation rental registration certificate.

(2) Once issued, a short-term vacation rental unit must be properly maintained in accordance with the short-term vacation rental standards as defined in the section and may be reinspected at the time of transfer of ownership, modification, or upon receipt of complaint related to noncompliance with the Florida Fire Prevention Code, Florida Building Code, and F.S. § 509.215.

a. For an inspection, all violations must be corrected and reinspected within thirty (30) calendar days.

- b. Failure to correct inspection deficiencies in the timeframe provided shall result in the suspension of the short-term vacation rental registration certificate until such time as the violation(s) is/are corrected and reinspected.
 - (3) The inspections shall be made by appointment with the short-term vacation rental responsible party.
 - a. If the inspector(s) has made an appointment with the short-term vacation rental responsible party to complete an inspection and the short-term vacation rental responsible party fails to admit the inspector(s) at the scheduled time, the owner shall be charged a "no show" fee in an amount as determined by resolution of the City Council of the City of Jacksonville Beach to cover the inspection expense incurred.
 - (4) If the inspector(s) is denied admittance by the short-term vacation rental responsible party or if the short-term vacation rental unit is not passed in at least three (3) attempts to complete an initial or subsequent inspection, the inspector(s) shall provide notice of failure of inspection to the owner address as listed on the most recent short-term vacation rental registration certificate or as listed on the Duval County Property Appraiser database.
 - a. For an initial inspection, the notice of failure of inspection results in the registration certificate not being issued.
 - b. For a subsequent inspection, the notice of failure of inspection is considered a violation pursuant to subsection 34-731(f)(2) above and is subject to enforcement as provided herein.
- (gh) *Short-term vacation rental responsible party.*
- (1) The purpose of the short-term vacation rental responsible party is to respond to routine inspections, nonroutine complaints, and any other more immediate problems related to the short-term vacation rental of the property.
 - (2) The property owner or licensed agent may serve in this capacity or shall otherwise designate a short-term vacation rental responsible party to act on their behalf.
 - (3) Any person eighteen (18) years of age or older may be designated by the owner or licensed agent provided they can perform the duties listed in subsection 34-731(g)(4) below.
 - (4) The duties of the short-term vacation rental responsible party, whether the property owner or licensed agent, are as follows:
 - a. Be available, within a twenty-five (25) mile radius, at the listed phone number twenty-four (24) hours a day, seven (7) days a week and capable of handling any issues arising from the short-term vacation rental use;
 - b. If necessary, be willing and able to come to the short-term vacation rental unit within one (1) hour following notification from an occupant, the owner, or an official

of the City of Jacksonville Beach to address issues related to the short-term vacation rental.

- c. Be authorized to receive service of any legal notice on behalf of the owner for violations of this section;
 - d. Be able to produce copies of the executed rental or lease agreement for current transient occupants, as needed by local authorities; and
 - e. Otherwise monitor the short-term vacation rental unit at least once weekly to assure continued compliance with the requirements of this section.
- (5) A property owner may change his or her designation of a short-term vacation rental responsible party temporarily or permanently. However, there shall be only one (1) short-term vacation rental responsible party for each short-term vacation rental at any given time. To change the designated short-term vacation rental responsible party, the property owner shall notify the City of Jacksonville Beach in writing on a form provided by the city for that purpose before any change in the designated short-term vacation rental responsible party.
- (hi) *Short-term vacation rental lease agreement minimum provisions.* The rental or lease agreement must contain the following minimum information:
- (1) Maximum occupancy of the short-term vacation rental unit as permitted on the short-term vacation rental registration certificate;
 - (2) The total number of vehicles allowed for the short-term vacation rental unit not to exceed the number of off-street parking spaces available as designated on the short-term vacation rental registration certificate; and
 - (3) A statement that all transient occupants must evacuate from the short-term vacation rental upon posting of any evacuation order issued by local, state, or federal authorities.
 - (4) An executed copy of each lease agreement shall be maintained by the designated responsible party and made available for review by city fire, police, building or code enforcement officials upon request.
 - (5) A statement stating that "it is unlawful for a sexual offender or sexual predator to occupy this residence in violation of F.S. § 775.215, precluding such residency within 1,000 feet of any school, child care facility, park, or playground."
- (ij) *Required short-term vacation rental postings:*
- (1) On the back of or next to the main entrance door or on the refrigerator there shall be provided as a single page document the following information:
 - a. The name, address, and phone number of the short-term vacation rental responsible party;
 - b. The maximum occupancy of the unit;

- c. Notice that quiet hours are to be observed between 10:00 p.m. and 7:00 a.m. daily or in compliance with any and all city regulations;
- d. The maximum number of vehicles that can be parked at the unit along with the location of the off-street parking spaces;
- e. The days of solid waste pick-up and recycling;
- f. Notice of sea turtle nesting season restrictions and sea turtle lighting usage as applicable;
- g. The emergency numbers for local police and fire; and
- h. The location of the nearest hospital.

(jk) Offenses and violations.

- (1) Noncompliance with any provision of this section or its subsections shall constitute a violation of the City of Jacksonville Beach Code of Ordinances.
- (2) Separate violations. Each day a violation exists shall constitute a separate and distinct violation, except that occupancy violations shall be governed by subsection 34-731(j)(1).

(kl) Remedies/enforcement. Violations of this section shall be subject to penalties as part of a progressive enforcement program with the primary focus on compliance and compatibility with adjoining properties, versus penalties and legal actions. To accomplish a safe and effective vacation rental program it is vital that a short-term vacation rental responsible party is responsive and responsible in the management of the property for compliance with this section. Code enforcement activities will be in accordance with F.S. ch. 162 and the City of Jacksonville Beach Code of Ordinances.

- (1) *Warnings.* Warnings shall be issued for first time violations and a reasonable time to correct the violation will be given. Such warnings may include notice to other agencies for follow up by such agencies, such as the department of business and professional regulation, the department of revenue, the Duval County Tax Collector, and the Duval County Property Appraiser, as applicable. Noncompliance with a correction compliance period shall result in the issuance of notice of violation or a citation as stated in section 34-1201.
- (2) *Fines.* Fines per violation shall be as provided in F.S. § 162.09, as may be amended, for per day, repeat, and irreparable or irreversible in nature violations.
- (3) *Enforcement proceedings.* Prosecution of code violations shall utilize Part 1 of F.S. ch. 162. The city code enforcement special magistrate shall be authorized to hold hearings, assess fines, and order other relief as provided in City of Jacksonville Beach Code of Ordinances, chapter 2, article VI.
- (4) *Additional remedies.* Nothing contained herein shall prevent the City of Jacksonville Beach from seeking all other available remedies which may include, but is not limited

to, injunctive relief, liens, and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies.

SECTION 19. ARTICLE VII SITE DEVELOPMENT STANDARDS, DIVISION 3 SITE CLEARING AND LANDSCAPE STANDARDS, SECTION 34-745 LANDSCAPE STANDARDS, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-745. - Landscape standards.

(d) Tree and landscape material standards.

(2) *Tree and plant species list.* A list of suitable tree species is contained in the table below.

Table 34-745.1

Tree	Type	Salt Tolerance	Native
Southern Red Cedar	Shade	High	Yes
Live Oak	Shade	High	Yes
Sand Live Oak	Shade	High	Yes
Southern Magnolia	Shade	High	Yes
Slash Pine	Shade	High	Yes
Longleaf Pine	Shade	High	Yes
Bald Cypress	Shade	Moderate	Yes
Winged Elm	Shade	Moderate	Yes
Loblolly Pine	Shade	Moderate	Yes

Tree	Type	Salt Tolerance	Native
Drake Elm	Shade	Moderate	No
Eastern Red Cedar	Non-Shade	High	Yes
Red Bay	Non-Shade	High	Yes
Yaupon Holly	Non-Shade	High	Yes
Southern Wax Myrtle	Non-Shade	High	Yes
Sabal Palm	Non-Shade	High	Yes
American Olive	Non-Shade	Moderate	Yes
Dahoon Holly	Non-Shade	Moderate	Yes
East Palatka Holly	Non-Shade	Moderate	Yes
Norfolk Island Pine	Non-Shade	High	No
Silver Buttonwood	Non-Shade	High	No
Southern Yew	Non-Shade	High	No
Hollywood Juniper	Non-Shade	High	No
Japanese Privet	Non-Shade	High	No

Tree	Type	Salt Tolerance	Native
Washingtonia Palm	Non-Shade	High	No
Medjool Date Palm	Non-Shade	High	No
Sylvester Palm	Non-Shade	High	No
Bottlebrush	Non-Shade	Moderate	No
Loquat	Non-Shade	Moderate	No
Blue Point Juniper	Non-Shade	Moderate	No
Burford Holly	Non-Shade	Moderate	No
Nellie Stevens Holly	Non-Shade	Moderate	No
Crape Myrtle	Non-Shade	Moderate	No
Canary Island Date Palm	Non-Shade	High	No

SECTION 20. ARTICLE VII SITE DEVELOPMENT STANDARDS, DIVISION 4 SIGN STANDARDS, SECTION 34-754 PROHIBITED SIGNS, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-754. - Prohibited signs.

The signs and sign types listed below are prohibited within the city limits and shall not be erected, operated or placed on any property. Any lawfully existing permanent sign structure or sign type that is among the prohibited signs and sign types listed below shall be deemed a nonconforming sign subject to the provisions of section 34-760, nonconforming signs.

- (a) Abandoned signs; discontinued signs.

(b) Advertising flags.

(bc) Animated signs.

(ed) Attached signs that are taller than the wall of the building to which the sign is attached.

(de) Attached signs that exceed two hundred fifty (250) square feet in sign area.

(ef) Billboards; off-site commercial signs.

(fg) Bandit signs; snipe signs.

(gh) Flashing signs.

(hi) Floodlights and beacon lights, except when required by the Federal Aviation Administration.

(ij) Freestanding or ground signs, including any ground mounted monument signs, which are higher than sixteen (16) feet.

(jk) Freestanding or ground signs that exceed two hundred (200) square feet in sign area.

(kl) Holographic display signs.

(lm) Moving, twirling, or swinging signs, including multi-prism and tri-vision signs.

(mn) Pavement markings, except for official traffic control markings and building address markings required by law.

(no) Flutter signs, feather signs, streamers, balloons, wind signs, wind activated banners, cold air inflatables, pennants and other fixed aerial signage used for commercial advertising.

(op) Permanent pole signs, unless allowed within certain zoning districts pursuant to this division.

(pq) Portable signs, except for A-frame and T-frame signs as allowed herein.

(qr) Revolving signs; rotating signs.

(rs) Roof signs.

(st) Signs within a sight visibility triangle, as described in subsection [34-745\(b\)\(4\)a.](#) herein, that obstruct a clear view of pedestrian or vehicular traffic.

(tu) Signs attached to a seawall, dock, buoy, tie pole or pier; other than warning signs and safety signs.

(uv) Signs in, on, or over the public right-of-way; other than fixed projecting signs in the Central Business District (CBD) and the Redevelopment zoning district (RD), traffic control device signs, bus stop informational signs, warning signs; safety signs, vertical streetlight banners, A-frame signs, T-frame signs, and awning or attached canopy signs over a public right-of-way as allowed in this division.

- (~~v~~w) Signs in or upon any river, bay, lake, or other body of water within the limits of the city; except government regulatory signs, warning signs, and safety signs.
- (~~w~~x) Signs located on real property without the permission of the property owner.
- (~~x~~y) Signs nailed, fastened, affixed to, or painted on any tree or part thereof (living or dead), or other vegetation.
- (~~y~~z) Signs, other than traffic control device signs, that use the word "stop" or "danger," or present or imply the need or requirement of stopping or the existence of danger, or which are a copy or imitation of traffic control device signs and which are adjacent to the right-of-way of any road, street, or highway.
- (~~z~~aa) Signs that are not effectively shielded as to prevent beams or rays of light from being directed at any portion of the traveled public rights-of-way thereby creating a potential traffic or pedestrian hazard or a nuisance to inhabitants of an adjacent neighborhood. No sign shall be so illuminated that it interferes with the effectiveness of, or obscures an official traffic sign, device, signal, or wildlife.
- (~~a~~abb) Signs that contain any food or other substance that attracts large numbers of birds or other animals and causes them to congregate on or near the sign.
- (~~b~~bcc) Signs that emit sound, vapor, smoke, odor, or gaseous matter.
- (~~e~~edd) Signs that obstruct, conceal, hide or otherwise obscure from view any traffic control device sign or official traffic signal.
- (~~d~~dee) Wall wrap signs.
- (~~e~~eff) Vehicle sign or signs with a total sign area in excess of twenty (20) square feet on any vehicle, and
- (1) The vehicle is not "regularly used in the conduct of the business," and
 - (2) The vehicle is visible from a street right-of-way within fifty (50) feet of the vehicle, and
 - (3) The vehicle is parked for more than two (2) consecutive hours in any twenty-four (24) hour period within fifty (50) feet of any street right-of-way, and
 - (4) A vehicle shall not be considered "regularly used in the conduct of the business" if the vehicle is used primarily for advertising, and
 - (5) This provision is not to be construed as prohibiting the identification of a firm or its principal products on a vehicle operating during the normal hours of business; and which is currently licensed, insured and operable; provided, however, that no such vehicle shall be parked on public or private property with signs attached or placed on such vehicle primarily for the purpose of advertising a business establishment or firm or calling attention to the location of a business establishment or firm.

SECTION 21. ARTICLE VII SITE DEVELOPMENT STANDARDS, DIVISION 4 SIGN STANDARDS, SECTION 34-755 GENERAL PROVISIONS FOR SIGNS, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-755. - General provisions for signs.

(c) *Sign illumination for temporary signs and permanent signs.*

(8) Neon.

- a. *Exposed neon.* Exposed neon tube illumination is not permitted in residential zones, or for residential uses in any zone. It is allowed in all other places, unless otherwise specified.
- b. *Neon borders.* Neon illumination used as a sign copy projection, border, frame or other embellishment of sign copy shall not be included in the total size or area of the sign, provided the measured area of any such projection or detailed embellishment does not exceed twelve (12) square feet in area, or twenty-five (25) percent of the sign display face area, whichever is greater. If neon embellishments exceed these limits, then the embellishments shall be included and counted as part of the permitted sign area for the use.
- c. Exposed Neon used for building accents or other architectural features that are not associated with a sign, and do not constitute advertising are not included in this section. All neon accent light must adhere to all other requirements for lighting in any portion of the Municipal Code or the Florida Building Code

(n) *Flagpoles and flags; flag brackets, flag stanchions and flags.*

- (1) *Flagpoles and flags.* For each parcel and development site in residential use with one (1) principal structure, one (1) flagpole may be installed and two (2) flags may be displayed per flagpole. For each parcel and development site that is over one-half ($\frac{1}{2}$) acre in size and is in nonresidential use, up to three (3) flagpoles may be installed and up to two (2) flags may be displayed per flagpole. A flag shall not exceed twenty-four (24) square feet in size.
 - a. Flag brackets, flag stanchions, and flags. For each principal structure on a parcel, up to two (2) flag brackets or stanchions may be attached or placed for the display of flags. A flag displayed from a flag bracket or a flag stanchion shall not exceed twenty-four (24) square feet in size.
 - b. For the purpose of determining the size of a flag, only one side of the flag shall be counted as the display surface.
 - c. Flags on parcels in non-residential use may be externally illuminated.

(4) This section does not apply to advertising flags, as defined in Sec. 34-300.

(x) Changeable copy signs.

(1) As part of a permitted monument sign or wall sign, a changeable copy sign, manual or electronic (LED), may be installed. The changeable copy sign shall not exceed fifty (50) percent of allowable area of the monument sign or wall sign. The changeable copy sign shall not exceed ten (10) feet in height when installed as a part of a monument sign for a single occupant or tenant building. The changeable copy sign shall not exceed sixteen (16) feet in height if part of the monument sign is for a multiple occupant or tenant building. A changeable copy sign that is a part of wall sign shall not be installed higher than the wall of the building. The sign copy on a changeable copy sign shall not be changed more than once every twenty-four (24) hours. Changeable copy signs may be internally illuminated.

(2) Changeable copy signs, strictly for governmental use, owned and operated by the City, to serve the public, may change message or copy once every three (3) Minutes.

(cc) Under Canopy signs.

(1) For each business located in a multi-tenant commercial structure or shopping center with an arcade or canopy adjacent to the main entrance of the business, one (1) under canopy sign is allowed. The sign shall be located within the linear footprint of the business front façade. The total square footage of the canopy sign shall count toward the maximum square footage of the wall sign area allowed for a parcel or a tenant. A canopy sign may be internally illuminated.

SECTION 22. ARTICLE VII SITE DEVELOPMENT STANDARDS, DIVISION 4 SIGN STANDARDS, SECTION 34-760 NONCONFORMING SIGNS, IS HEREBY AMENDED AS FOLLOWS:

Sec. 34-760. - Nonconforming signs.

(b) Signs rendered nonconforming:

(1) Except as provided in this section, a nonconforming sign may continue in the manner and to the extent that it existed at the time of the adoption, amendment or annexation of the division that rendered the sign nonconforming. This section shall not prohibit reasonable repairs and alterations to nonconforming signs unless the sign is brought into compliance.

(2) A nonconforming sign shall not be re-erected, relocated or replaced unless it is brought into compliance with the requirements of this division. An existing monument sign that conforms to the size and height limitations set forth herein, but is otherwise nonconforming, may be relocated a single time to another location on the same parcel.

(3) Any nonconforming sign shall be removed or rebuilt in full conformity to the terms of this division if it is damaged or allowed to deteriorate to such an extent that the cost of repair or restoration is fifty (50) percent or more of the cost of replacement of such sign, if any portion of the sign or sign structure is removed or damaged beyond repair or if the sign is deemed unsafe by the building official.

(4) Any nonconforming pole sign shall be replaced when there is a change of use or tenant.

(d) *Signs discontinued:*

(1) Sign structures that remain vacant, unoccupied or devoid of any message, or display a message pertaining to a time, event or purpose that no longer applies, for a period of one hundred eighty (180) days, shall be deemed to be discontinued.

(2) Any sign or sign structure that is damaged beyond repair or removed, shall be deemed discontinued, regardless of the timeframe or total value of the sign or the replacement cost.

(23) A nonconforming sign deemed discontinued shall immediately terminate the right to maintain such sign.

(34) After a sign structure has been deemed discontinued, it shall be the responsibility of the property owner or the property owner's authorized agent to remove the discontinued sign and to patch and conceal any and all damage to any other structure resulting from removal of the sign.

(45) Removal of a discontinued nonconforming sign shall include all sign support components, angle irons, poles, and other remnants of the discontinued sign, that are not currently in use, or proposed for immediate reuse as evidenced by a sign permit application for a permitted sign.

SECTION 23. CONFLICTING ORDINANCES. That all ordinances and resolutions previously adopted by the City in conflict with this Ordinance, or parts thereof, are repealed to the extent inconsistent herewith.

SECTION 24. SEVERABILITY. If any section, subsection, clause, or provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this ordinance.

SECTION 25. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

SECTION 26. CODIFICATION. The City Council intends that this ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 27. EFFECTIVE DATE. This ordinance shall take effect and be enforceable in all aspects immediately upon final reading and approval by the City Council for the City of Jacksonville Beach as authenticated herein.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2026.

Christine H. Hoffman, Mayor

Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	David Migut, City Attorney
DATE:	June 15, 2026
SUBJECT:	Ordinance No. 2026-8238 Amending Section 12-33(3) Hours of operation, signage and noise

BACKGROUND

Mobile food vendors have requested an exemption to the prohibition of overnight parking should certain criteria be met. Accordingly, at the April 27, 2026, Council Briefing, the City Council reviewed an email from Council Member Horn proposing certain language be added to Sec. 12-33, subparagraph (3) relating to vehicles selling repackaged foods remaining overnight for a limited period.

It was the consensus of the Council to have the City Attorney revise the language proposed by Council Member Horn to remove the residency/business location limitation and focus on vehicles selling only prepackaged foods with all required support equipment located in the unit and to bring the Ordinance to the Council for formal consideration.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Approve/Disapprove Ordinance No. 2026-8238 on the first reading amending Chapter 12 Streets, Food and Food Products, Section 12-33(3) Hours of operation, signage and noise, to provide an exemption for overnight parking for mobile food dispensing vehicles, and schedule a second reading for July 20, 2026

ATTACHMENTS

1. Ordinance No. 2026-8238

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

ORDINANCE NO. 2026-8238

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 12 - STREETS, FOOD AND FOOD PRODUCTS, SECTION 12-33(3) - HOURS OF OPERATION, SIGNAGE AND NOISE, TO PROVIDE AN EXEMPTION FOR OVERNIGHT PARKING FOR MOBILE FOOD DISPENSING VEHICLES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach ("City") has the authority to adopt this ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes; and

WHEREAS, mobile food vendors have requested an exemption to the prohibition of overnight parking should certain criteria be met; and

WHEREAS, the City Council hereby finds that this ordinance serves a legitimate government purpose, it is a permissible exercise of the City's powers and authority, and benefits the public health, safety, and welfare of the citizens, residents, and guests of the City of Jacksonville Beach.

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

SECTION 1. RECITALS. The above recitals are ratified, correct, and made part of this ordinance.

SECTION 2. CHAPTER 12, SECTION 12-33, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED AS FOLLOWS¹:

Sec. 12-33. - Mobile food dispensing vehicles.

(3) *Hours of operation, signage and noise.*

- a. The mobile food vendor or designee must be present at all times during operation of the mobile food dispensing vehicle. Hours of operation are limited to the hours between 7:00 a.m. and 3:00 a.m. unless the designated location on the lot accommodating the mobile food dispensing vehicle is located within one hundred fifty (150) feet of the property line of a dwelling unit in a residential zoning district, in which case the hours of operation are limited to the hours between 7:00 a.m. and 10:00 p.m.

¹ ~~Strikethrough~~ text indicates deletions, underline text indicates additions.

- b. One (1) freestanding sandwich board or A-frame type sign is permitted on private property for each mobile food dispensing vehicle. The total size of the sign may not exceed forty-two (42) inches in height or thirty-six (36) inches in width.
- c. No audio amplification is authorized as part of a mobile food dispensing vehicle operation.
- d. The mobile food dispensing vehicle, signage and any associated outdoor seating must be removed from its approved locations during impermissible hours of operation; and must not be stored, parked, or left overnight on any public street or sidewalk.
- e. An exemption to the requirement that the mobile food dispensing vehicle must be removed from its approved location during impermissible hours of operation is granted to mobile food vendors who sell only prepackaged food and have all necessary support equipment located in the unit, provided they submit a letter from the property owner of the mobile food vendor's business location allowing the mobile food dispensing vehicle to remain on the owner's private property overnight. This exemption shall be limited to six (6) overnights, after which time the mobile food dispensing vehicle must be removed for a minimum of one (1) overnight. The mobile food vendor shall be responsible for updating the letter from the property owner once annually.

SECTION 3. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause or provision of this Ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this Ordinance.

SECTION 5. CODIFICATION. The City Council intends that this Ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2026.

Christine H. Hoffman, Mayor

Molly Allegger, City Clerk

Approved as to form and legal sufficiency:

David Migut, City Attorney