



**Agenda
City Council**

Monday, April 15, 2019

7:00 PM

Council Chambers

MEMORANDUM TO:

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

Council Members:

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

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- 19-054** Council Briefing held April 1, 2019
- 19-055** Regular Council Meeting held April 1, 2019
- 19-056** Council Workshop held April 8, 2019

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- 19-057** Accept the Monthly Financial Reports for the Month of March 2019

- 19-058** Approve the San Pablo Beach South Townhomes Final Plat for Replat of Lot 4 and the west 25 feet of Lot 3, Block 49, Pablo Beach South, Supporting a Five-Unit Townhouse Residential Subdivision (834 4th Avenue South)
- 19-059** Authorize the Mayor and City Manager to execute the Interlocal Agreement between the City of Jacksonville Beach and the City of Jacksonville for Advanced Life Support and Fire Services.

RESOLUTIONS

ORDINANCES

ADJOURNMENT

NOTICE

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

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

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299, extension 10, no later than one business day before the meeting.

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

The following City Council Members were in attendance:

Mayor: William C. Latham

Council Members: Keith Doherty Georgette Dumont Sandy Golding
Christine Hoffman Cory Nichols Phil Vogelsang

Also present was City Manager Mike Staffopoulos.

Purpose of Briefing

The purpose of the briefing was to update the Council Members on projects including the following items:

City Manager

Fire Service Agreement

City Manager Mike Staffopoulos stated City of Jacksonville representatives elected not to attend this Briefing. He explained the City of Jacksonville Beach approached the City of Jacksonville several years ago to take over the consolidated fire services for the City of Jacksonville Beach. Mr. Staffopoulos stated when reviewing the terms of the contract, the services outlined are the standard services for the City of Jacksonville. Any additional services requested by the City of Jacksonville Beach would be an additional cost because it would be above and beyond their standard level of service.

Deputy City Manager Karen Nelson reviewed a PowerPoint presentation [on file] highlighting the terms of the Fire Services Agreement. Mr. Staffopoulos reviewed the Organizational Impact Summary section of the same PowerPoint. A conversation ensued regarding the positive and negative impacts of the Fire Services Agreement.

Mr. Staffopoulos reviewed the City of Jacksonville’s standard protocol regarding concurrent calls for service including the two Jacksonville Beach Fire Stations.

A Council Workshop was scheduled for Monday, April 8, 2019, from 5:30 P.M. until 7:00 P.M. to receive public input on the Fire Services Agreement between the City of Jacksonville Beach and the City of Jacksonville.

The briefing adjourned at 7:02 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

William C. Latham, MAYOR

Date: _____

Minutes of Regular City Council Meeting
held Monday, April 1, 2019, at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida

OPENING CEREMONIES:

In lieu of an invocation, Mayor Latham asked for a moment of silence to honor Police Officers' Pension Board Member Alan Grant, who passed away March 16, 2019, followed by the salute to the flag.

CALL TO ORDER:

Mayor Latham called the meeting to order at 7:12 P.M.

ROLL CALL:

Mayor: William C. Latham

Council Members: Keith Doherty Georgette Dumont Sandy Golding
Christine Hoffman Cory Nichols Phil Vogelsang

Also present were City Manager Mike Staffopoulos and City Attorney Susan Erdelyi.

APPROVAL OF MINUTES:

It was moved by Ms. Hoffman, seconded by Mr. Vogelsang, and passed unanimously, to approve the following minutes:

- Council Briefing held March 18, 2019
- Regular Council Meeting held March 18, 2019

ANNOUNCEMENTS:

Ms. Hoffman announced on April 10, 2019, the Daughters of the American Revolution would be installing a plaque in the City's Veterans Memorial area near the roundabout located at Beach Boulevard and 2nd Street North, to commemorate the anniversary of the SS Gulfamerica being torpedoed by a German U-boat off the shore of Jacksonville Beach in 1942.

Ms. Golding thanked Beaches Energy, Alan Putnam, Lamar Whitaker, Jamison Parker, Don Cuevas, and Matt Seeley for providing a tour and helping her learn more about what Beaches Energy is doing, explain how the decision Council makes affects them, and the important things they do for the community. Ms. Golding also announced the City of Atlantic Beach passed the sister Penman Road Resolution.

Mr. Nichols stated the Dog Fest went well. He reminded everyone for the next six months dogs are not allowed on the beach between the hours of 9:00 A.M. and 5:00 P.M. He also said Council might want to reconsider the hours to allow pets on the beach and come up with a policy similar to City of Atlantic Beach in the future.

COURTESY OF THE FLOOR TO VISITORS:

Prior to Courtesy of the Floor, Mayor Latham invited Police Commander Genepaul Smith to provide an update on concerns about parking at the [City of Jacksonville owned] boat ramp raised at the March 18, 2019, City Council meeting during Courtesy of the Floor.

Commander Smith stated action had been taken at the boat ramp. There have been issues with parking for the last year or two. Commander Smith advised since the ordinance referenced on the

parking signs is a City of Jacksonville ordinance, Jacksonville Beach Police could not enforce it. He and Commander Tommy Crumley spoke to the City of Jacksonville, who allowed them to temporarily tape over the city of Jacksonville's city ordinance with City of Jacksonville Beach's city ordinance. Jacksonville Beach Police have been enforcing parking violations with civilian volunteers and parking enforcement officers. City of Jacksonville officers would come out when they are available.

Commander Smith responded to questions from the Council Members related to parking issues and citations.

- William Aley, 805 16th Avenue North, Jacksonville Beach, appreciated the action taken to address his concerns about parking at the [*City of Jacksonville owned*] boat ramp. Mr. Aley said there is still not enough parking for the number of boats and trailers. He also reiterated there is grant money available through the Florida Inland Navigation District and inquired if Jacksonville Beach has representation on the City of Jacksonville's Waterways Commission.
- William Huff, 1205 14th Street North, Jacksonville Beach, appreciated the quick action about the parking issue at the [*City of Jacksonville owned*] boat ramp. Mr. Huff stated there is still not enough parking for boat trailers and the restaurant [*Safe Harbor Seafood*]. He also inquired about why the adjacent lot was not being used for parking.
- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach, spoke about the number of canceled Community Redevelopment Agency meetings, the plan for joint CRA/City Council meetings, the scheduled dune planting, and if paid parking funds could be used towards maintenance issues.

MAYOR AND CITY COUNCIL:

CITY CLERK:

CITY MANAGER:

Item #19-048 – Award RFP Number 03-1819 Insurance Consulting Services to Siver Insurance Consultants, LLC

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to award RFP Number 03-1819 for Insurance Consulting Services to the highest ranked respondent, Siver Insurance Consultants, LLC.

Mr. Staffopoulos stated the City on occasion requires the services of an outside insurance consultant to assist with a variety of research and attainment of insurance. Director of Human Resources Ann Meuse explained the purpose of the RFP was to find a consultant to review the City's existing insurance coverages, loss experience, to advise the City the types and levels of coverage needed, and assist in preparation and review of proposals.

Roll Call Vote: Ayes –Doherty, Dumont, Golding, Hoffman, Nichols, Vogelsang, Mayor Latham
The motion passed unanimously.

Item #19-051 – Approve the Harrison Townhomes Final Plat for Replat of Lots 9 and 10, Block 103, Pablo Beach South, supporting a four-unit townhouse residential subdivision (223 11th Avenue South)

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve the attached Final Plat of Lots 9 and 10, Block 103, Pablo Beach South, supporting a four-unit townhouse residential subdivision (223 11th Avenue South).

Senior Planner Heather Ireland stated the 4-unit, fee simple townhouse development has gone through Conditional Use approval through the Planning Commission and Concept Plat approval, Development Plan approval in the last year, and the Building Permit was issued today. Council approval is needed to subdivide the two original lots into the four new proposed fee simple lots so they can be sold as such.

Mr. Vogelsang asked if any variances were required to which Ms. Ireland responded none were needed.

Roll Call Vote: Ayes – Dumont, Golding, Hoffman, Nichols, Vogelsang, Doherty, Mayor Latham
The motion passed unanimously.

Item #19-052 – Authorize an out-of-scope modification to the A1A Water Main Replacement Contract with Maer Homes for the replacement of water lines on 10th Avenue North, between A1A and 2nd Street North

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to authorize an out-of-scope modification to the A1A Water Main Replacement Contract with Maer Homes for the replacement of water lines on 10th Avenue North, between A1A and 2nd Street North.

Mr. Staffopoulos stated the Public Works Department is trying to update the potable water lines in the City and replace them with more reliable material. Public Works Director David Millinor explained each year a plan is put together to replace water and sewer lines throughout the City. There are 12 different areas that are part of the fiscal year 2019 project. One of those lines connects to the water main that was just put in on A1A by Maer Homes. Maer Homes is still working in the area, and the intent is to have them do the work as an out-of-scope modification of their contract, so there is only one contractor working in the area.

Roll Call Vote: Ayes – Golding, Hoffman, Nichols, Vogelsang, Doherty, Dumont, Mayor Latham
The motion passed unanimously.

RESOLUTIONS:

Item #19-053 – RESOLUTION NO. 2030-2019

Mayor Latham requested the City Clerk read Resolution No. 2030-2019 by title only, whereupon City Clerk Laurie Scott read the following:

“A RESOLUTION PROVIDING FOR THE SALE OF SURPLUS PROPERTY ONLINE.”

Mr. Staffopoulos stated at least once per year, the City needs to dispose of surplus property. This is done through an online auction process. Property & Procurement Officer Luis Flores explained the City is trying to hold online auctions more than once per year to maximize the amount of money received. It would also alleviate the spacing constraints of the warehouse. The goal is to hold online auctions quarterly.

Mr. Vogelsang asked if there is an ordinance that requires approval from the Council each time, to which Mr. Flores responded yes. Mr. Flores stated that is something staff is looking to amend.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to adopt Resolution No. 2030-2019 providing for the sale of surplus property online.

Roll Call Vote: Ayes – Hoffman, Nichols, Vogelsang, Doherty, Dumont, Golding, Mayor Latham
The motion passed unanimously.

ORDINANCES:

CITY MANAGER FOLLOW UP:

Mr. Staffopoulos summarized the issues identified at this meeting:

- Mr. Staffopoulos acknowledged Mr. Aley and Mr. Huff who spoke about the enforcement of parking at the [City of Jacksonville owned] boat ramp and funding was available through the Florida Inland Navigation District. Mr. Staffopoulos stated it might be a case where the City probably needs to have a project before asking for funds. Mr. Staffopoulos said he might reach out to the property owner, Mr. Taylor, to discuss if a partnership could be made to provide additional parking.
- Mr. Staffopoulos noted Mr. Marsh wanted to keep the downtown area in the forefront of discussions, noted there were CRA meeting cancellations, and wanted to check on the vegetation planting as part of the dune renourishment.

Discussion ensued regarding scheduling additional meetings with the CRA and the Council meeting together as a group prior to a joint meeting. Mr. Staffopoulos offered to extend the time of the April 15, 2019, Council Briefing to include time to discuss CRA coordination, and try to have a meeting with the CRA the last week in April.

Discussion continued about the Council finding more time to meet together as a group through either workshops, additional meeting days, or having the Briefings begin at 5:00 P.M. Consensus was to start by having the Briefings start at 5:30 P.M. and, if needed, adjust the time.

ADJOURNMENT:

There being no further business, the meeting adjourned at 7:46 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, MAYOR

Date: _____

LS/sg

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

The following City Council Members were in attendance:

Mayor: William C. Latham

Council Members: Keith Doherty Georgette Dumont Sandy Golding
Christine Hoffman Cory Nichols Phil Vogelsang

Also present was City Manager Mike Staffopoulos.

Purpose of Workshop

The purpose of the workshop was to allow Jacksonville Beach residents to discuss the proposed Fire Service Agreement between the City of Jacksonville Beach and the City of Jacksonville.

Mayor

Fire Service Agreement

Mayor Latham stated the meeting would be conducted as follows:

- The International Association of Fire Fighters (IAFF) [Local 2622] would have ten minutes to speak
- The Jacksonville Beach Fire Leadership would have ten minutes to speak
- Those who completed speaker cards would have three minutes to speak alternating speakers supporting and opposing the merger

Jacksonville Beach Fire Lieutenant John McDaniel spoke on behalf of the IAFF regarding the positive impacts of the approval of the proposed Fire Services Agreement between the City of Jacksonville Beach and the City of Jacksonville.

The following employees of the Jacksonville Beach Fire Leadership spoke regarding the reasons not to approve the Fire Services Agreement between the City of Jacksonville Beach and the City of Jacksonville:

- Fire Captain/Fire Marshall Steve Sciotto
- Fire Lieutenant Jeff Nash
- Fire Captain/Shift Commander Ryan McAvoy
- Fire Chief David Whitmill

Mayor Latham opened the floor to public comments. The following people spoke in support of the Fire Services Agreement.

- Rick Knight, 827 8th Avenue North, Jacksonville Beach
- Patrick Riley, 613 Bonaire Circle, Jacksonville Beach
- Pete Ironside, 12009 21st Street North, Jacksonville Beach
- Jason Kerr, 13569 Lobo Court, Jacksonville

- Kim Sparrow, 945 Majestic Cypress Drive North, Atlantic Beach
- Randy Wyse, President of the Jacksonville Association of Fire Fighters - no address given, no card filled out

The following people spoke in opposition to the Fire Services Agreement:

- Jim Burgener, 112 5th Avenue South, Jacksonville Beach
- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach; also provided the Council with a petition [on file] with 46 signatures in opposition to the Fire Services Agreement
- Lee Buck, 136 17th Avenue North, Jacksonville Beach
- John Tipton, 503 6th Street North, Jacksonville Beach
- Jenny Nash, 1307 Windy Willows Drive, Jacksonville
- Cindy Rice – no address given, no card filled out

The following people filled out speakers in opposition to the Fire Services Agreement but did not wish to address the Council:

- Ellen Hopkins, 1415 Pinewood Road, Jacksonville Beach
- Bonnie Moale, 509 10th Place South, Jacksonville Beach
- Donna Houston-Long, 201 25th Avenue South, Jacksonville Beach
- Bill Morgan, 115 South 3rd Street, Jacksonville Beach
- Sally Morgan, 115 South 3rd Street, Jacksonville Beach

In addition, 48 speaker cards were submitted from the residents of Pablo Towers, 115 3rd Street South, Jacksonville Beach, in opposition to the Fire Services Agreement.

Mayor Latham stated the Fire Services Agreement would be heard as an agenda item at the April 15, 2019, City Council meeting.

The workshop adjourned at 6:30 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

William C. Latham, MAYOR

Date: _____



City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6274

www.jacksonvillebeach.org

MEMORANDUM

TO: Michael Staffopoulos, City Manager
FROM: Ashlie Gossett, Chief Financial Officer
SUBJECT: Monthly Financial Reports for March 2019
DATE: April 10, 2019

Action Requested

Accept the monthly financial reports for the month of March 2019.

Summary

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

Exhibit 1 - General Fund Revenues

General Fund revenues are slightly ahead of last year on a percentage of budget basis. We received annual ad valorem tax distributions in December, bringing the tax revenue-to-date to 81.2% of the annual budget. Partial permit revenue for a new hotel is included in the current year.

Miscellaneous Revenue in the General Fund includes investment earnings on pooled investments, auction proceeds, facility rental fees, tennis fees, and cemetery lots purchased. The variance of \$326,543 over the prior year is largely attributable to investment earnings.

Exhibit 2 - General Fund Expenditures

General Fund expenditures are slightly over prior year expenditures on a percentage of budget basis. Total year to date expenditures in the General Fund are under budget by 5.3% and ahead of last year by 3.7%.



Memorandum to Michael Staffopoulos

March Financial Reports

April 10, 2019

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Exhibit 3 - Enterprise Fund Revenues

Enterprise Fund revenues are 1% over prior year revenues on a percentage of budget basis. The bulk power cost portion of the electric rate was suspended in the month of March, reducing overall Electric revenues. Additionally, Electric revenues vary on a monthly and yearly basis depending on consumption. The Golf Course year-to-year variance is a result of the course closing in January 2018 for renovations.

Exhibit 4 - Enterprise Fund Expenditures

Total expenditures in the Enterprise Funds are 13.7% under budget for the current year and 1.4% over amounts expended in the prior year. The variance from year-to-year in Electric is due primarily to purchased power costs and the variance in Sanitation is related to debris costs for Hurricane Irma in FY2018.

Exhibit 5 – Special Revenue Fund Revenues

Revenues in the Special Revenue Funds are 6.3% ahead of last year on a percentage basis. We received the annual tax increment distributions in December, bringing tax increment fund revenue-to-date slightly over the annual budget.

Exhibit 6 - Special Revenue Fund Expenditures

In total, Special Revenue Fund expenditures are under budget for the current year and 18.8% lower than last year on a percentage of budget basis. For the Tax Increment Funds, the variance in current year expenditures as a percentage of budget is due to capital projects that are budgeted but not completed. Expenditures in the Community Development Block Grant Fund will be reimbursed by grant funding.

Memorandum to Michael Staffopoulos

March Financial Reports

April 10, 2019

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Exhibit 7 - Summary Revenues and Expenditures

- The net income shown for the Electric Fund is overstated because monthly power bills are paid in arrears to FMPA.
- Revenues in the Internal Service Funds are less than expenses due to the upfront payment of the annual general insurance premiums. The monthly internal service charges will recover the annual premiums by the end of the fiscal year.

Recommendation

Accept the financial reports for the month of March 2019, as submitted by the Chief Financial Officer.

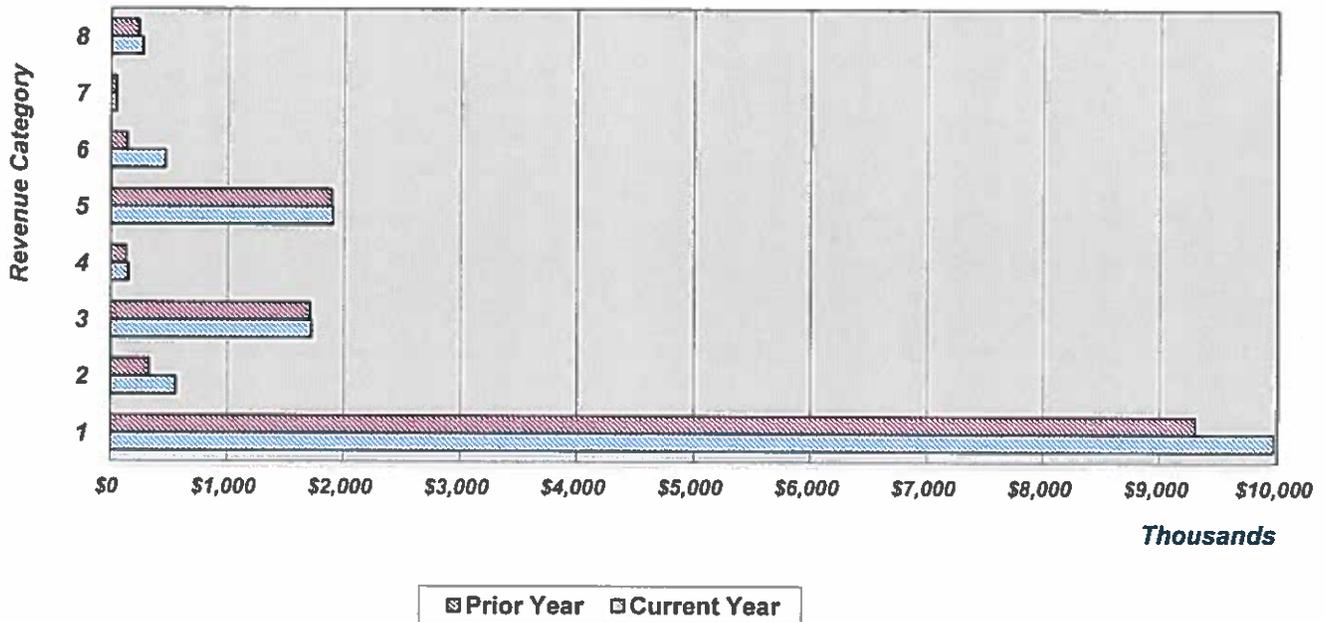


Summary Budget Revenue Report
 March 31, 2019
(49.86% of year has elapsed)

EXHIBIT 1 - GENERAL FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 Taxes	9,963,174	81.24%	9,308,260	80.76%	0.48%	654,914
2 Licenses & Permits	557,684	93.62%	335,180	57.57%	36.05%	222,504
3 Intergovernmental Revenue	1,718,918	40.60%	1,707,842	41.20%	-0.60%	11,076
4 Charges for Services	155,278	39.92%	134,216	36.23%	3.69%	21,061
5 Enterprise Contributions	1,906,561	50.00%	1,891,656	50.00%	0.00%	14,905
6 Miscellaneous Revenue	471,680	113.79%	145,137	35.10%	78.70%	326,543
7 Fines & Forfeitures	49,089	28.79%	49,155	28.83%	-0.04%	(66)
8 Interfund Transfers	276,798	54.27%	239,960	45.28%	9.00%	36,838
Total Revenues	\$ 15,099,181	67.44%	\$ 13,811,406	64.18%	3.26%	\$ 1,287,774

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



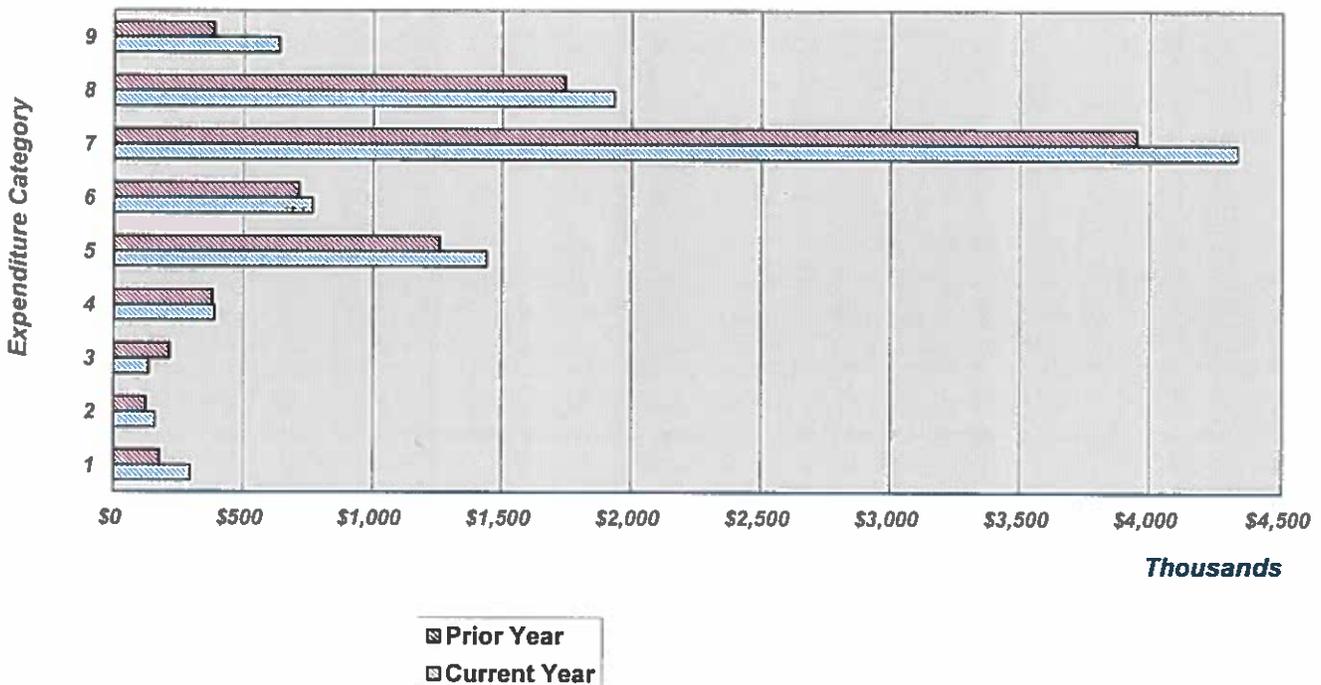


Summary Budget Expenditure Report
 March 31, 2019
 (49.86% of year has elapsed)

EXHIBIT 2 - GENERAL FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 City Administration	296,676	59.26%	180,437	38.06%	21.20%	116,239
2 City Clerk	161,316	46.61%	124,562	37.11%	9.50%	36,754
3 Building Maintenance	134,104	33.12%	216,515	51.40%	-18.29%	(82,412)
4 Planning and Development	388,450	42.71%	380,973	42.16%	0.55%	7,477
5 Recreation and Parks	1,439,163	41.14%	1,258,920	36.27%	4.87%	180,242
6 Public Works	765,096	46.37%	714,811	44.81%	1.56%	50,284
7 Police	4,333,658	45.83%	3,950,715	44.66%	1.17%	382,943
8 Fire	1,932,958	45.85%	1,741,475	43.52%	2.33%	191,483
9 Non-Departmental	635,785	37.96%	385,509	20.55%	17.41%	250,276
Total Expenditures	\$ 10,087,206	44.52%	\$ 8,953,918	40.84%	3.68%	\$ 1,133,288

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



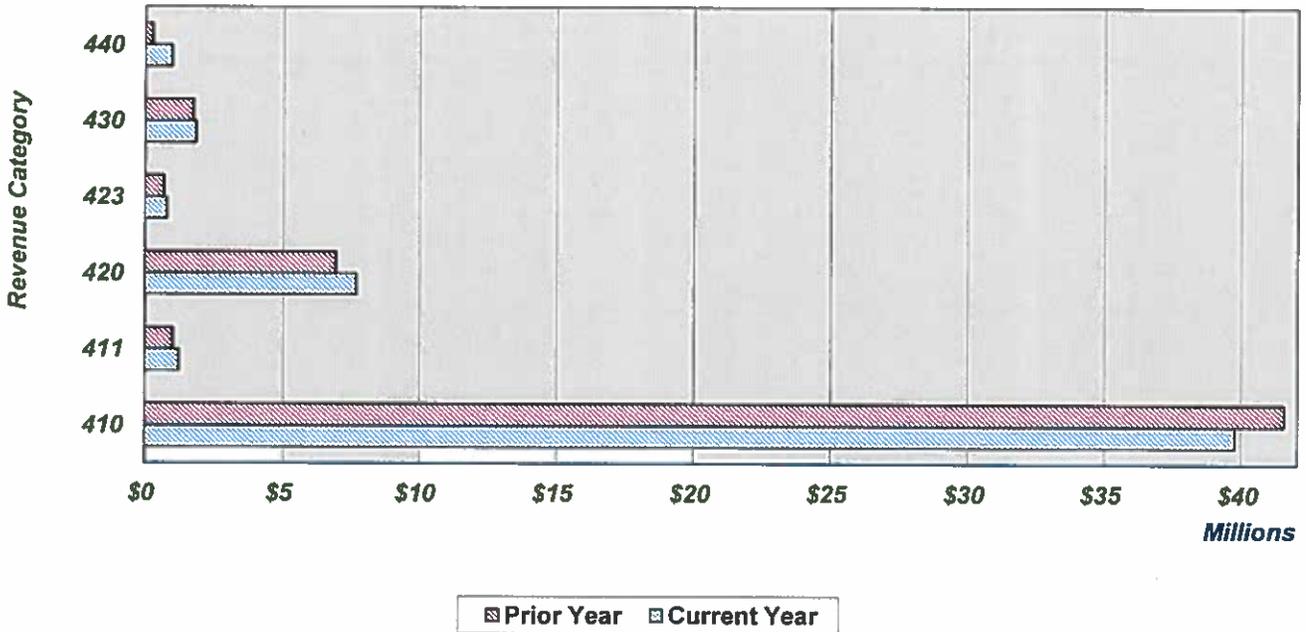


Summary Budget Revenue Report
 March 31, 2019
 (49.86% of year has elapsed)

EXHIBIT 3 -ENTERPRISE FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	39,751,328	47.35%	41,534,253	47.83%	-0.49%	(1,782,925)
411 NATURAL GAS	1,232,256	55.19%	1,008,572	52.52%	2.67%	223,683
420 WATER & SEWER	7,686,512	56.51%	6,932,625	52.08%	4.43%	753,886
423 STORMWATER	793,568	56.79%	673,981	48.95%	7.84%	119,587
430 SANITATION	1,841,964	52.67%	1,752,285	50.50%	2.17%	89,680
440 GOLF COURSE	970,705	63.24%	270,707	19.67%	43.57%	699,998
TOTAL REVENUES	\$ 52,276,332	49.21%	\$ 52,172,424	48.18%	1.03%	\$ 103,908

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



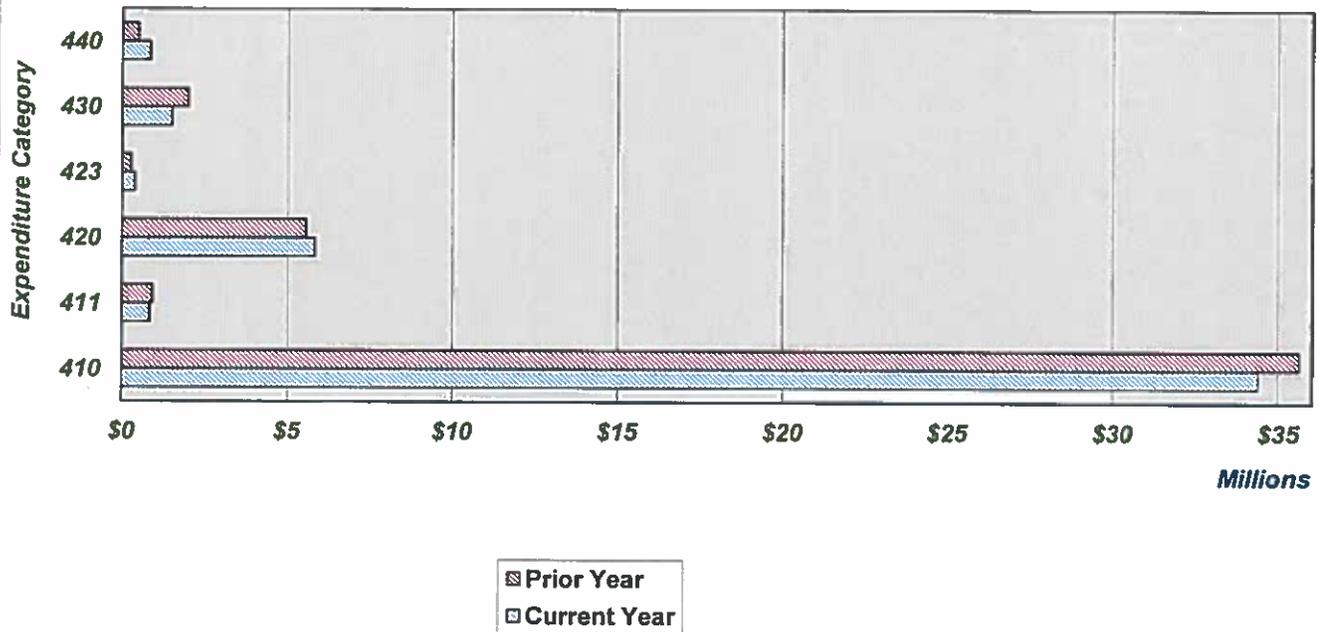


Summary Budget Expenditure Report
 March 31, 2019
 (49.86% of year has elapsed)

EXHIBIT 4 - ENTERPRISE FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	34,408,870	35.43%	35,617,631	36.86%	-1.43%	(1,208,761)
411 NATURAL GAS	851,703	43.34%	923,796	45.46%	-2.12%	(72,093)
420 WATER & SEWER	5,811,973	37.52%	5,567,025	25.20%	12.32%	244,948
423 STORMWATER	377,404	25.22%	270,070	14.30%	10.91%	107,334
430 SANITATION	1,507,688	40.54%	1,987,313	40.11%	0.43%	(479,625)
440 GOLF COURSE	838,747	57.80%	488,332	34.72%	23.08%	350,415
TOTAL EXPENDITURES	\$ 43,796,385	36.12%	\$ 44,854,168	34.77%	1.35%	\$ (1,057,782)

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



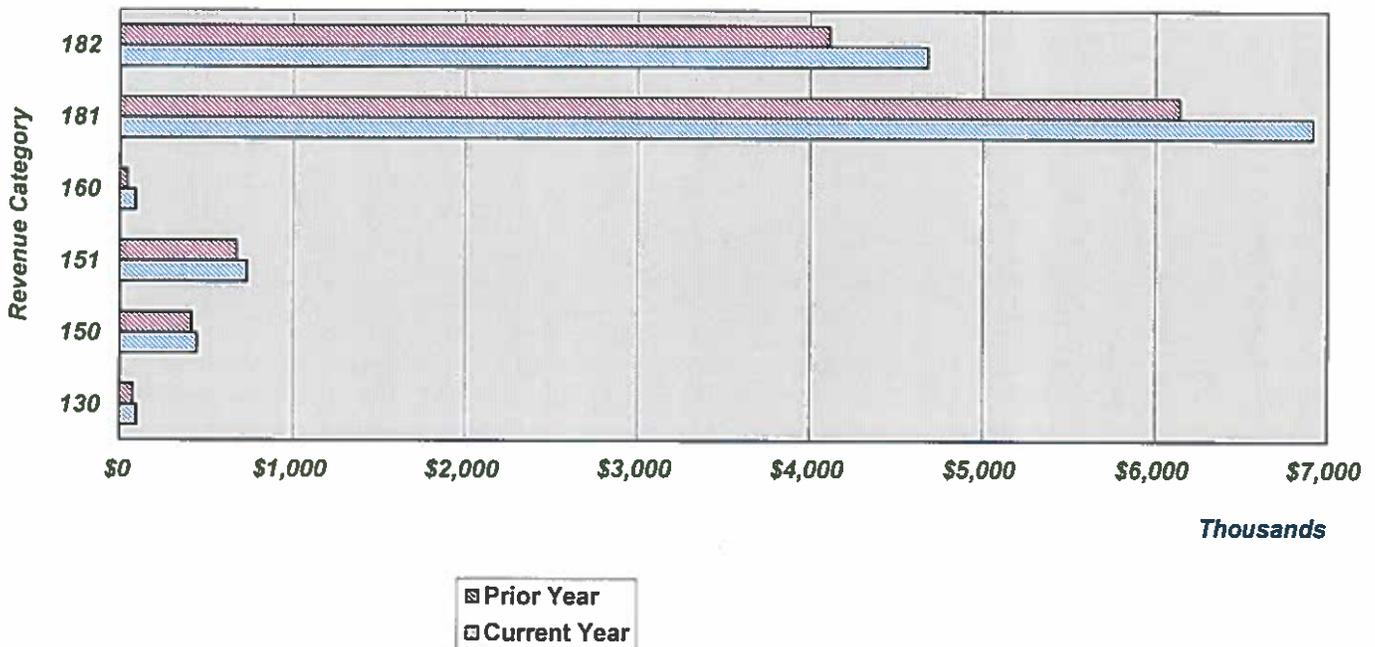


Summary Budget Revenue Report
 March 31, 2019
 (49.86% of year has elapsed)

EXHIBIT 5 -SPECIAL REVENUE FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	96,821	27.03%	78,447	25.31%	1.72%	18,374
150 LOCAL OPTION GAS TAX	445,834	54.75%	415,861	52.91%	1.84%	29,973
151 INFRASTRUCTURE SURTAX	734,046	53.81%	672,981	51.71%	2.10%	61,065
160 COMMUNITY DEV. BLK. GRANT	90,798	65.80%	43,960	31.86%	33.94%	46,838
181 DOWNTOWN INCREMENT FUND	6,913,679	103.53%	6,139,175	96.53%	7.00%	774,503
182 SOUTHDEN INCREMENT FUND	4,680,504	104.21%	4,109,567	97.36%	6.86%	570,938
TOTAL REVENUES	\$ 12,961,682	93.63%	\$ 11,459,991	87.37%	6.26%	\$ 1,501,691

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

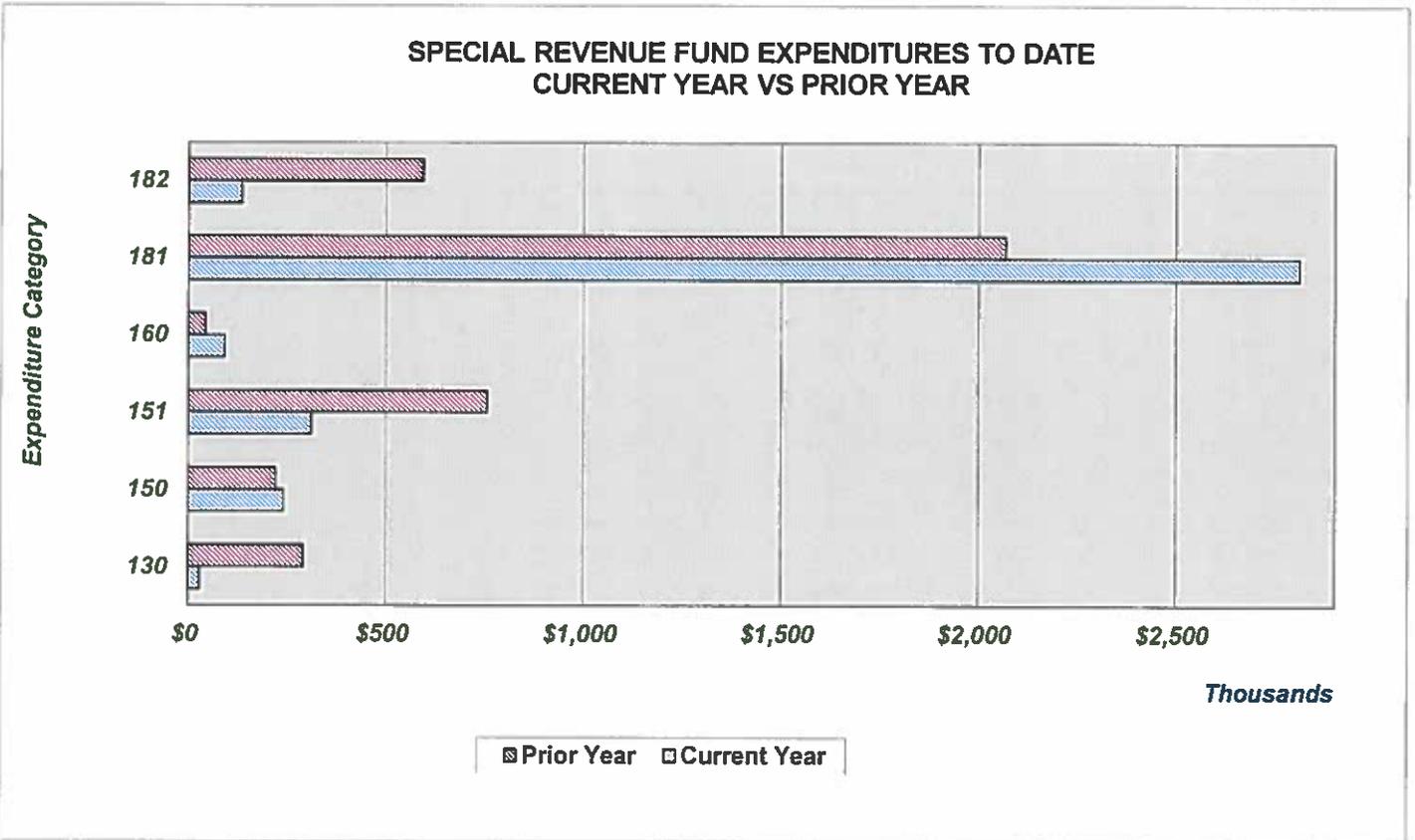




Summary Budget Expenditure Report
 March 31, 2019
 (49.86% of year has elapsed)

EXHIBIT 6 - SPECIAL REVENUE FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	29,050	10.62%	291,719	174.87%	-164.25%	(262,670)
150 LOCAL OPTION GAS TAX	241,653	30.27%	222,115	28.88%	1.38%	19,539
151 INFRASTRUCTURE SURTAX	311,235	34.57%	755,830	63.94%	-29.37%	(444,595)
160 COMMUNITY DEV. BLK. GRANT	90,798	65.80%	43,960	31.86%	33.94%	46,838
181 DOWNTOWN INCREMENT FUND	2,809,838	22.48%	2,067,656	40.87%	-18.39%	742,183
182 SOUTHEND INCREMENT FUND	133,771	31.86%	593,169	30.29%	1.57%	(459,397)
TOTAL EXPENDITURES	\$ 3,616,345	24.06%	\$ 3,974,448	42.86%	-18.80%	\$ (358,103)





Summary Budget Report
 March 31, 2019
 (49.86% of year has elapsed)

EXHIBIT 7 - SUMMARY REVENUES AND EXPENDITURES

Fund Name	Budgeted Revenues Fiscal Year 2019	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/ (Unfavorable)
001 General Fund	22,390,353	11,164,505	15,099,181	3,934,676
130 Convention Development Tax	358,235	178,627	96,821	(81,806)
150 Local Option Gas Tax	814,267	406,018	445,834	39,816
151 Infrastructure Surtax	1,364,089	680,176	734,046	53,870
160 Community Dev. Blk. Grant	138,000	68,811	90,798	21,987
181 Downtown Increment Fund	6,678,011	3,329,858	6,913,679	3,583,821
182 Southend Increment Fund	4,491,223	2,239,459	4,680,504	2,441,045
410 Electric Utility	83,956,489	41,863,236	39,751,328	(2,111,908)
411 Natural Gas Utility	2,232,672	1,113,278	1,232,256	118,978
420 Water & Sewer Utility	13,601,950	6,782,342	7,686,512	904,170
423 Storm Water Management	1,397,278	696,725	793,568	96,843
430 Sanitation Fund	3,497,483	1,743,950	1,841,964	98,014
440 Golf Course Fund	1,534,839	765,317	970,705	205,388
460 Leased Facilities Fund	656,212	327,207	342,352	15,145
500 Internal Service Funds	12,593,930	6,279,713	6,070,901	(208,812)
Total Revenues	\$ 155,705,031	\$ 77,639,221	\$ 86,750,448	\$ 9,111,227

Fund Name	Budgeted Expenditures Fiscal Year 2019	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/ (Unfavorable)
001 General Fund	22,655,582	11,296,756	10,087,206	1,209,550
130 Convention Development Tax	273,639	136,445	29,050	107,395
150 Local Option Gas Tax	798,412	398,112	241,653	156,459
151 Infrastructure Surtax	900,197	448,865	311,235	137,630
160 Community Dev. Blk. Grant	138,000	68,811	90,798	(21,987)
181 Downtown Increment Fund	12,501,097	6,233,424	2,809,838	3,423,585
182 Southend Increment Fund	419,830	209,340	133,771	75,569
410 Electric Utility	97,128,346	48,431,120	34,408,870	14,022,251
411 Natural Gas Utility	1,965,201	979,908	851,703	128,205
420 Water & Sewer Utility	15,491,202	7,724,380	5,811,973	1,912,407
423 Storm Water Management	1,496,690	746,295	377,404	368,891
430 Sanitation Fund	3,719,126	1,854,468	1,507,688	346,780
440 Golf Course Fund	1,451,159	723,592	838,747	(115,155)
460 Leased Facilities Fund	679,362	338,750	308,869	31,881
500 Internal Service Funds	12,664,558	6,314,930	6,569,958	(255,027)
Total Expenditures	\$ 172,282,401	\$ 85,905,197	\$ 64,376,763	\$ 21,528,434

Fund Name	Net Income (Loss)	Net Variance Favorable/ (Unfavorable)
001 General Fund	5,011,975	5,144,226
130 Convention Development Tax	67,771	25,589
150 Local Option Gas Tax	204,181	196,275
151 Infrastructure Surtax	422,811	191,500
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	4,103,840	7,007,407
182 Southend Increment Fund	4,546,733	2,516,614
410 Electric Utility	5,342,458	11,910,343
411 Natural Gas Utility	380,553	247,183
420 Water & Sewer Utility	1,874,538	2,816,576
423 Storm Water Management	416,164	465,734
430 Sanitation Fund	334,276	444,794
440 Golf Course Fund	131,958	90,233
460 Leased Facilities Fund	35,483	47,027
500 Internal Service Funds	(499,057)	(463,839)
Total	\$ 22,373,685	\$ 30,639,661



Cash and Investments by Fund
March 31, 2019

INVESTMENT HOLDER	TYPE	FACE AMOUNT	MARKET VALUE
Salem Trust Treasury Strip	TS	3,086,268	3,086,268
TOTAL UTILITY FUNDS 410 and 420			\$3,086,268
Salem Mutual Fund	Portfolio	45,695,130	45,695,130
Sawgrass Asset Management	Portfolio	24,992,980	24,992,980
Wells Capital	Portfolio	14,811,709	14,811,709
MD Sass	Portfolio	60	60
JPMCB - Strategic Property Fund	Portfolio	5,031,733	5,031,733
TOTAL PENSION FUNDS 611, 612 and 613			\$90,531,612
TOTAL INVESTMENTS			\$93,617,880
State Board of Administration	Pool	21,653,280	21,653,280
Florida Trust	Pool	18,652,152	18,652,152
FMIT 0-2 Yr High Quality Bond Fund	Pool	12,201,637	12,201,637
Bank of America	Cash	14,119,546	14,119,546
Sawgrass Asset Management	Portfolio	41,811,967	41,811,967
Galliard Capital Management	Portfolio	38,633,080	38,633,080
Garcia Hamilton & Associates	Portfolio	39,227,710	39,227,710
Salem Trust: Goldman Sachs Treasury	MM	11,307	11,307
TOTAL EQUITY IN POOLED CASH			\$186,310,679
Petty Cash	Cash	6,525	6,525
TOTAL CASH AND INVESTMENTS			\$279,935,084

Attorney Fees Paid During the Month

NAME	DESCRIPTION	CHECK DATE	CHECK AMOUNT
Lewis, Longman & Walker, P.A.	Pension Matters	03/14/19	598
Bell & Roper, P.A.	SLG Investments vs. COJB	03/21/19	6,213
Marks, Gray, PA	BCEL vs COJB, General Matters	03/21/19	16,777
Buchanan Ingersoll & Rooney	General Employee Matters	03/28/19	553
Sugarman & Susskind, P.A.	Monthly Retainer	03/28/19	5,100
TOTAL ATTORNEY FEES			\$29,241

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

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Cash and Investments by Type
 Fiscal Year to Date
 March 31, 2019

Type of Investment	Beginning Balance 10/1/2018	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	Ending Balance 3/31/19	Weighted Net Return*
Slate Pooled Investment Fund	14,966,730	255,443	0	0	0	255,443	6,431,107	21,653,280	0.16%
Money Market: Goldman Sachs Treasury	11,503	110	0	0	(306)	(196)	0	11,307	0.00%
U.S. Treasury Stripped Coupons	3,035,428	0	0	50,840	0	50,840	0	3,086,268	0.03%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	12,059,542	142,095	0	0	0	142,095	(0)	12,201,637	0.08%
Sawgrass Asset Management	44,007,963	517,918	(111,671)	785,970	(42,963)	1,149,254	(3,345,250)	41,811,967	0.60%
Insight Asset Management	29,483,930	(76,247)	(26,302)	0	(16,008)	(118,558)	(29,365,373)	0	0.00%
Galliard Capital Management	29,195,370	528,354	(176,972)	486,098	(26,159)	811,320	8,626,390	38,633,080	0.49%
Garcia Hamilton & Associates	29,630,798	649,546	(368,562)	358,892	(30,817)	609,059	8,987,853	39,227,710	0.37%
Florida Trust	0	152,152	0	0	0	152,152	18,500,000	18,652,152	0.16%
Operating Cash: Bank of America	8,055,737	9,443	0	0	(47,986)	(38,543)	6,102,353	14,119,546	-0.03%
Petty Cash	6,725	0	0	0	0	0	(200)	6,525	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	170,453,724	2,178,815	(683,508)	1,681,801	(164,240)	3,012,867	15,936,881	189,403,472	1.69%
Pension Fund: Salem Mutual Fund	33,858,339	1,078,613	0	(1,535,630)	0	(457,016)	12,293,807	45,695,130	-0.58%
Pension Fund: Sawgrass Asset Mgt	23,857,182	392,710	25,362	754,154	(36,427)	1,135,798	0	24,992,980	1.31%
Pension Fund: Wells Capital	15,788,041	54,235	537,319	(824,748)	(43,138)	(276,332)	(700,000)	14,811,709	-0.29%
Pension Fund: MD Sass	12,762,897	46,488	(405,734)	(74,500)	(35,282)	(469,029)	(12,293,807)	60	0.00%
Pension Fund: JPMCB - Strategic Property Fund	4,937,925	0	0	93,807	0	93,807	(0)	5,031,733	0.11%
TOTAL PENSION INVESTMENTS	91,204,384	1,572,046	156,947	(1,586,917)	(114,848)	27,228	(700,000)	90,531,612	0.03%
TOTAL CASH AND INVESTMENTS	261,658,108	3,750,860	(526,561)	94,883	(279,088)	3,040,095	15,236,881	279,935,084	

*Fiscal year to date

MEMORANDUM

To: Mike Staffopoulos, City Manager

From: Heather Ireland, Senior Planner

Subject: *San Pablo Beach South Townhomes*, Replat of Lot 4 and the west 25 feet of Lot 3, Block 49, Pablo Beach South – Final Plat Approval. (834 4th Avenue South)

Date: April 3, 2019

ACTION REQUESTED:

Approve the attached Final Plat for the Replat of Lot 4 and the west 25 feet of Lot 3, Block 49, Pablo Beach South, supporting a five-unit townhouse residential subdivision (834 4th Avenue South)

BACKGROUND:

The applicant has applied to subdivide property that has recently been redeveloped into five fee-simple townhouses located on the south side of 3rd Avenue South between 8th and 9th Streets South. The property owner was advised by staff that they would need to get the final subdivision plat approved by City Council and recorded with the Clerk of County Courts, prior to selling the individual townhouse units.

The subject property is located in a *Residential, multiple-family RM:1* zoning district and the townhouses have been constructed to the *RM-1* zoning district standards with approved variances. Each of the five townhouse lots shown on the attached plat meets the minimum lot size requirements for *RM-1* townhouses. The project received Concept Plan for Plat approval from the Planning Commission in October of 2015, and received Development Plan approval in 2016.

The attached Final Plat document has been approved by all reviewing City Departments, and is consistent with relevant Land Development Code and Comprehensive Plan regulations.

RECOMMENDATION:

Approve the attached Final Plat for the Replat of Lot 4 and the west 25 feet of Lot 3, Block 49, Pablo Beach South, supporting a five-unit townhouse residential subdivision.

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6231
Fax: 904.247.6107
Planning@jaxbchfl.net

www.jacksonvillebeach.org



SAN PABLO BEACH SOUTH REPLAT

CITY OF JACKSONVILLE BEACH, FLORIDA

BEING A REPLAT OF LOT 4, AND THE WEST 25 FEET OF LOT 3, BLOCK 49, AS SHOWN ON THE PLAT OF PABLO BEACH SOUTH, RECORDED IN PLAT BOOK 3, PAGE 28, OF THE CURRENT PUBLIC RECORDS OF, DUVAL COUNTY, CITY OF JACKSONVILLE, FLORIDA

PLAT BOOK _____ PAGE _____

SHEET 1 OF 2 SHEETS
SEE SHEET 2 FOR NOTES

CAPTION

A REPLAT OF LOT 4, AND THE WEST 25 FEET OF LOT 3, BLOCK 49, AS SHOWN ON THE PLAT OF PABLO BEACH SOUTH, RECORDED IN PLAT BOOK 3, PAGE 28, OF THE CURRENT PUBLIC RECORDS OF, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 4TH AVENUE SOUTH (A 80' RIGHT-OF-WAY, AS NOW ESTABLISHED), AND THE EAST RIGHT-OF-WAY LINE OF NINTH STREET (A 50' RIGHT-OF-WAY, AS NOW ESTABLISHED); THENCE NORTH 80°11'15" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE SOUTH 10°14'32" EAST, A DISTANCE OF 124.88 FEET TO THE NORTHEASTERLY LINE OF A 12' ALLEY AS SHOWN ON AFOREMENTIONED PLAT, SAID CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 79°55'50" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF NINTH STREET; THENCE NORTH 10°14'32" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 125.04 FEET TO THE POINT OF BEGINNING.

CONTAINING: 12,496 SQUARE FEET AND/OR 0.3± ACRES, MORE OR LESS.

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT JWB REAL ESTATE CAPITAL, LLC ("OWNER") IS THE LAWFUL OWNERS OF THE LANDS DESCRIBED IN THE CAPTION SHOWN HEREON WHICH SHALL HEREAFTER BE KNOWN AS SAN PABLO BEACH SOUTH REPLAT, AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS.

THOSE EASEMENTS DENOTED AS "5' B.E.S. EASEMENT," ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE CITY OF JACKSONVILLE BEACH, A MUNICIPAL CORPORATION IN DUVAL COUNTY, FLORIDA D/B/A BEACHES ENERGY SERVICES, ITS SUCCESSORS AND ASSIGNS, FOR ITS USE IN CONJUNCTION WITH ITS UNDERGROUND UTILITY DISTRIBUTION SYSTEM; PROVIDED HOWEVER, THAT NO UTILITIES OTHER THAN "B.E.S." MAY BE INSTALLED PARALLEL WITH SAID EASEMENTS. BEACHES ENERGY SERVICES HEREBY RESERVES THE NON-EXCLUSIVE, IRREVOCABLE AND PERPETUAL RIGHT OF INGRESS TO AND EGRESS FROM, OVER, UNDER AND ACROSS ALL ROADS, STREETS, WAYS, BOULEVARDS, LANES, AND UTILITY EASEMENTS DEPICTED OR DEDICATED BY THIS PLAT FOR ITS USE IN THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REMOVAL OF ITS UNDERGROUND UTILITY DISTRIBUTION SYSTEM, SURFACE MOUNTED EQUIPMENT, FACILITIES, AND APPURTENANCES, IN CONJUNCTION WITH ITS UNDERGROUND UTILITY DISTRIBUTION SYSTEM. ALL LOTS ARE SUBJECT TO AN EASEMENT FOR ELECTRIC AND NATURAL GAS DISTRIBUTION LINES AND ABOVE GROUND EQUIPMENT, FACILITIES, AND APPURTENANCES OVER, UNDER, ACROSS AND ALONG A MINIMUM OF FIVE (5') FEET IN WIDTH STRIP OF LAND ADJACENT TO, ABUTTING, PARALLEL, AND CONCENTRIC WITH THE ROAD RIGHT-OF-WAYS DEDICATED BY THIS PLAT (DENOTED AS 5' B.E.S. ELECTRIC EASEMENT). THE AFORESAID SPECIFIC FIVE (5') FOOT B.E.S. EASEMENTS ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND:

- (1) ELECTRIC EASEMENTS DEDICATED TO BEACHES ENERGY SERVICES AND WHERE ABOVE GROUND EQUIPMENT, FACILITIES, AND APPURTENANCES ARE PLACED SHALL REMAIN TOTALLY UNOBSTRUCTED IN COMPLIANCE WITH THE UTILITY'S REQUIREMENTS AND SPECIFICATIONS FOR EQUIPMENT CLEARANCES FROM SHRUBS, TREES, PLANTS, FENCES, AND OTHER OBJECTS. THE INSTALLATION OF FENCES, HEDGES, AND LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL BY BEACHES ENERGY SERVICES WITHOUT PRIOR NOTICE, AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND THE REPLACEMENT OF SUCH ITEMS.
- (2) BEACHES ENERGY SERVICES EASEMENTS, ON THIS PLAT SHALL ALSO BE EASEMENT FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION IN MANNER AND SUBJECT TO THE PROVISIONS OF SECTION 177.091(28) OF THE CURRENT FLORIDA STATUTES; HOWEVER, ONLY CABLE TELEVISION SERVICE PROVIDERS SPECIFICALLY AUTHORIZED BY THE "OWNER", ITS SUCCESSORS AND ASSIGNS, TO SERVE THE LANDS SHOWN ON THIS PLAT, SHALL HAVE THE BENEFIT OF SAID EASEMENTS. PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
- (3) NO UTILITIES OTHER THAN BEACHES ENERGY SERVICES SHALL BE INSTALLED PARALLEL WITHIN SAID EASEMENTS.

IN WITNESS WHEREOF, THE "OWNER" HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS, ACTING BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS.

WITNESSES:

OWNER: JWB REAL ESTATE CAPITAL, LLC
A LIMITED LIABILITY COMPANY

By: _____
ADAM RIGEL, MANAGER

PRINT NAME: _____

STATE OF FLORIDA, COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D. 2019, BY ADAM RIGEL, MANAGER OF JWB REAL ESTATE CAPITAL, LLC, ON BEHALF OF THE COMPANY, AND WHO IS PERSONALLY KNOWN TO THE UNDERSIGNED AND DID NOT TAKE AN OATH, OR PRODUCE IDENTIFICATION.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

COMMISSION NUMBER _____

NAME _____

OWNER:

JWB REAL ESTATE CAPITAL, LLC
7563 PHILIPS HIGHWAY, SUITE 101
JACKSONVILLE, FLORIDA 32256

SURVEYOR:

ALL AMERICAN SURVEYORS OF FLORIDA, INC.
3751 SAN JOSE PLACE, SUITE 15
JACKSONVILLE, FLORIDA 32257

CITY OF JACKSONVILLE BEACH APPROVAL

THIS IS TO CERTIFY THAT THIS PLAT, HAS BEEN EXAMINED AND APPROVED BY THE CITY COUNCIL OF JACKSONVILLE BEACH, FLORIDA, ON THIS _____ DAY OF _____ A.D. 2019.

WILLIAM C. LATHAM
MAYOR

LAURIE SCOTT
CITY CLERK

CLERK'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND SUBMITTED TO ME FOR RECORDING, AND IS RECORDED IN PLAT BOOK _____ PAGES _____ OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA
SIGNED THIS _____ DAY OF _____ A.D. 2019.

RONNIE FUSSELL
CLERK OF THE CIRCUIT COURTS

PLAT CONFORMITY REVIEW

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, THIS DAY OF _____ A.D. 2019.

REVIEWING PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE ABOVE PLAT WAS PREPARED UNDER HIS OR HER DIRECTION AND SUPERVISION, AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, CURRENT FLORIDA STATUTES.

SIGNED AND SEALED THIS _____ DAY OF _____ A.D. 2019.

JAMES D. HARRISON, JR.
PROFESSIONAL SURVEYOR & MAPPER, LICENSE NUMBER 2647
ALL AMERICAN SURVEYORS OF FLORIDA, INC.

PREPARED BY
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
3751 SAN JOSE PLACE SUITE 15
JACKSONVILLE, FLORIDA 32257
904-279-0088
LICENSED BUSINESS NO. 3857

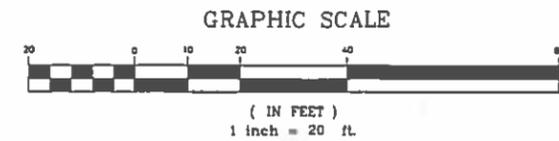
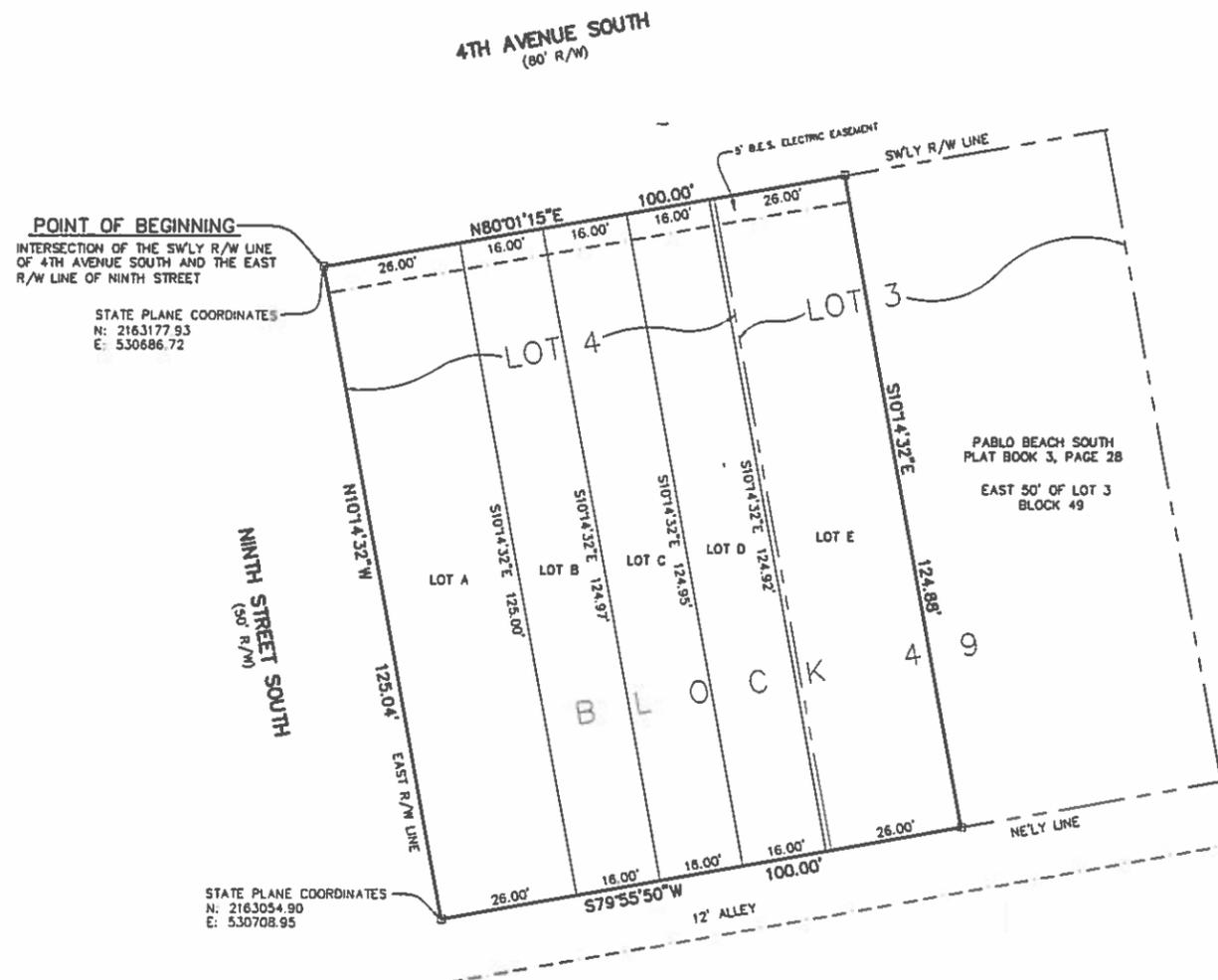
SAN PABLO BEACH SOUTH REPLAT

CITY OF JACKSONVILLE BEACH, FLORIDA

BEING A REPLAT OF LOT 4, AND THE WEST 25 FEET OF LOT 3, BLOCK 49, AS SHOWN ON THE PLAT OF PABLO BEACH SOUTH, RECORDED IN PLAT BOOK 3, PAGE 28, OF THE CURRENT PUBLIC RECORDS OF, DUVAL COUNTY, CITY OF JACKSONVILLE, FLORIDA

PLAT BOOK _____ PAGE _____

SHEET 2 OF 2 SHEETS

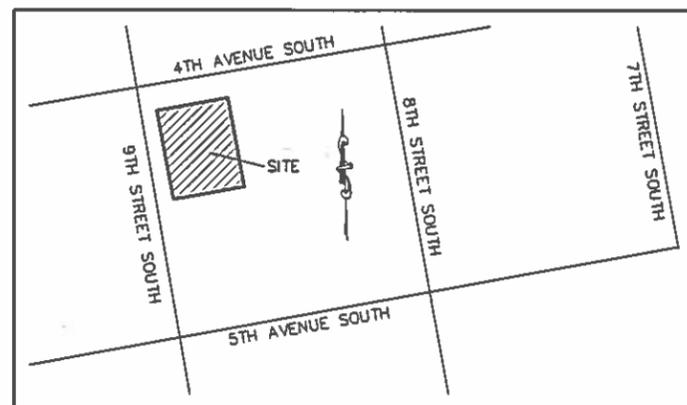


NOTES:

- BEARINGS SHOWN HEREON ARE IN REFERENCE TO THE STATE PLANE COORDINATES AS INDICATED HEREON AND ARE BASED ON THE EAST R/W LINE OF NINTH STREET AS BEING N10°14'32"W.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THE LANDS SHOWN HEREON LIE WITHIN FLOOD ZONE "X" AS SHOWN ON FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 12031C, PANEL NUMBER 0417H, NAVD-88 DATUM, DATED JUNE 3, 2013. HOWEVER, FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
- THE EASEMENTS SHOWN HEREON ARE DESIGNATED AS UNOBSTRUCTED EASEMENTS AND SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY PERMANENT IMPROVEMENTS WHICH MAY IMPEDE THE USE OF SAID EASEMENT BY THE CITY OF JACKSONVILLE BEACH. THE CONSTRUCTION OF DRIVEWAYS AND THE INSTALLATION OF FENCES, HEDGES AND LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL BY THE CITY AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND/OR REPLACEMENT OF SUCH ITEMS.
- THE INTENDED USE OF THESE COORDINATES IS FOR GIS BASE MAPPING PURPOSES. THE GEODETIC CONTROL RELIED UPON FOR THESE VALUES WAS N.G.S. GEODETIC NETWORK CONTROL STATION DUR2. COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983/90 - STATE PLANE COORDINATES - FLORIDA EAST ZONE - U.S. FEET.
- "B.E.S." DENOTES BEACHES ENERGY SERVICES. B.E.S. WILL ALLOW CERTAIN NON-PERMANENT IMPROVEMENTS WHICH DO NOT IMPEDE THE USE OF SAID EASEMENTS BY B.E.S. THE INSTALLATION OF FENCES, HEDGES, AND LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL BY B.E.S. AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND FOR REPLACEMENT OF SUCH ITEMS.

LEGEND

P.B.	PLAT BOOK
PG(S)	PAGE(S)
ORB	OFFICIAL RECORDS BOOK
R/W	RIGHT OF WAY
□	SET 4"x4" CONCRETE MONUMENT STAMPED "3857"



PREPARED BY
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
3751 SAN JOSE PLACE SUITE 15
JACKSONVILLE, FLORIDA 32257
904-279-0088
LICENSED BUSINESS NO. 3857



City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

www.jacksonvillebeach.org

MEMORANDUM

TO: Mayor and City Council
FROM: Michael Staffopoulos, City Manager
SUBJECT: Fire Services Agreement
DATE: April 9, 2019

ACTION REQUESTED:

Authorize the Mayor and City Manager to execute the Interlocal Agreement between the City of Jacksonville Beach and the City of Jacksonville for Advanced Life Support and Fire Services.

BACKGROUND:

The purpose of this memorandum is to receive authorization, or rejection, of the Fire Services Agreement proposed between the City of Jacksonville Beach and the City of Jacksonville. Staff have been in discussions with the City of Jacksonville since 2012 to explore the possibility of contracting fire services for a county-wide, consolidated service provision. Negotiations re-started in earnest over a year ago, and the proposed terms and conditions are included in the attachments.

A Council Briefing was held on April 1, 2019 to review critical terms and conditions of the Agreement with the full Council in a public forum. At that briefing, a tentative schedule of April 8, 2019 for a Public Work Shop, and April 15, 2019 for formal consideration by Council was considered. The Public Work Shop was held on April 8, 2019, which solicited input from the public on the proposed Agreement. The Agreement is now before the Council for formal consideration.

Entering into this Agreement will net a financial savings to the City of Jacksonville Beach, estimated at approximately \$15M over a ten year period. Ancillary services provided by JBFD, and the level to which they are provided, will need to be re-allocated to other departments/positions throughout the City, including new expenditures for both personnel and operations.



RECOMMENDATION:

Staff does not have a formal recommendation on this policy issue; the organization will implement whatever policy decision is made by Council. Potential motions for Council consideration are:

I move to authorize the Mayor and City Manager to execute the Interlocal Agreement between the City of Jacksonville Beach and the City of Jacksonville for Advanced Life Support and Fire Services;

OR

I move to reject the Interlocal Agreement between the City of Jacksonville Beach and the City of Jacksonville for Advanced Life Support and Fire Services, and retain fire suppression and emergency medical services with the City of Jacksonville Beach.

Attachments:

- Briefing Memo (March 25, 2019)
- Fire Services Agreement (Draft, March 15, 2019)
- 10 Year Cost Analysis for Fire Services
- JBFD Overlapping Incidents (2018)
- Memorandum from Fire Chief Whitmill to City Manager Staffopoulos (March 15, 2019)
- Staffing Level Dip Below Minimum Manning of 8 (01/18 – 02/19)
- The Effect of Firefighter Crew Size on Time to Complete Essential Fire Fighting Tasks; Talking Points for Affiliates; Questions and Answers (US Dept. of Commerce, National Institute of Standards and Technology)



City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: Mayor and City Council
FROM: Michael Staffopoulos, City Manager
SUBJECT: Fire Services Agreement
DATE: March 25, 2019

The purpose of this memorandum is to introduce the Fire Services Agreement proposed between the City of Jacksonville Beach and the City of Jacksonville. Staff have been in discussions with the City of Jacksonville since 2012 to explore the possibility of contracting fire services for a county-wide, consolidated service provision. Negotiations re-started in earnest over a year ago, and the proposed terms and conditions are included in the attached Agreement.

The purpose of the Council Briefing on April 1, 2019 is to review critical terms and conditions of the Agreement with the full Council, in a public forum. Department Directors for the City of Jacksonville Beach, along with representatives from the City of Jacksonville, will be in attendance.

The goals of this Briefing are:

- Answer questions the Council may have on the Agreement
- Determine if the Agreement, as drafted, is acceptable for consideration of a vote by Council
- Identify next steps in the process for formal consideration by Council, to include community outreach/input, date for placement on an agenda, etc.

Depending on direction received from the Council, the Agreement could come back for consideration as early as April 15, 2019. The City of Jacksonville has indicated they will take no action on the Agreement with their Council until such time as the City of Jacksonville Beach has made a decision on the Agreement. The Cities have discussed October 1, 2019 as a proposed effective date in the event the Agreement is acceptable to both parties, and an affirmative vote by both can be achieved before then.

Agreement Highlights

Staff had several objectives in mind while negotiating the Agreement, most notably:

1. Maintain the same level of service (LOS) for fire suppression, emergency medical services (EMS) and emergency response as best as possible
2. Maintain ancillary services provided to the community through the Jacksonville Beach Fire Department (JBFD)



3. Treat JBFD personnel fairly through a possible transition process to Jacksonville Fire Rescue Department (JFRD)

A presentation on the content of the Agreement will be provided by staff at the briefing. However, the following are highlights.

Level of Service (LOS)

The LOS negotiated within this Agreement is not a direct comparison, in part because each Fire Department has a different set of philosophies and operating standards. JFRD maintains dozens of stations across the county, with little to no requirement for mutual aid to fight a fire due to the size of their department. JBFD operates two stations on an island, with a requirement for mutual aid to meet National Fire Protection Agency (NFPA) standards to fight a fire. These two statements exemplify the underlying differences between the two Department operations, and the difficulty with achieving direct parity in maintaining the same LOS between agencies.

A summary of the LOS to be provided by JFRD is as follows:

- Use JBFD Station 1 and Station 2 to provide fire and EMS services; the City of Jacksonville Beach will maintain ownership of the stations and land, while the City of Jacksonville will assume responsibility for operation and maintenance
- Reduce staffing and apparatus from 8 line personnel, two engines and one ladder, to 7 line personnel, one engine and one ladder; maintain one Rescue as currently provided by JFRD
- Meet response times per JFRD standards, and provide support/mutual aid between and among stations as necessary

Ancillary Services

JBFD provides more to the community than just fire suppression and EMS. Some of the ancillary services will be continued by JFRD, however not all in the same capacity as is currently provided. Ancillary services that will be maintained at the same LOS include: blood pressure checks at Fire Stations; annual fire hydrant inspections; and tours for schools and community organizations. Ancillary services that will be provided, but reduced in some capacity, include: CPR seminars; and annual smoke detector program. Ancillary services that substantially change include biannual pre-fire planning of businesses and child car seat installation program. A summary of ancillary services provided by JBFD is contained in a memo from Fire Chief Whitmill (attached).

JBFD Personnel

JBFD personnel have the option to continue employment with the JFRD if they so choose. Some of the highlights of their move from JBFD to JFRD are:

- All personnel will receive a demotion (either one or two ranks), with no employee coming into JFRD at a rank higher than Suppression Engineer (apparatus driver).
- All personnel will maintain their current rates of pay. Personnel whose rates of pay are above the range for their new rank will not receive an increase until either the individual promotes up to a position with a higher range, or the range adjusts to encompass their current rate of pay.
- All personnel will be able to move up to 100 hours of accumulated leave from the City of Jacksonville Beach to the City of Jacksonville.
- All personnel would be subject to the Local 122 IAFF Collective Bargaining Agreement (CBA) as of the effective date of the Agreement.
- All personnel have the option of staying in the City of Jacksonville Beach pension plan for firefighters, or joining the City of Jacksonville's defined contribution plan for public safety personnel.

Factors and Impacts

There are multiple factors with both positive and negative impacts associated with contracting fire services to an outside agency. The impact to the community is measured by changes to primary services (day to day), critical services during a time of emergency, and financial impact. Each of these may be perceived differently based on one's life circumstances, such as resident vs. business owner, property owner vs. tenant, old vs. young, financial resources, etc.

Staff has attempted to evaluate the Agreement along several key factors: fiscal impact, levels of service (to the community), impact to the organization, and intangibles. There is difficulty in trying to assign a cost to every minor difference in LOS, and in impacts to the community or the organization. In many instances, the impacts are unknown because the service arrangement does not yet exist, and there are no historical references. The following is a discussion of some factors that have been identified throughout this negotiation process.

Fiscal Impact

Contracting with JFRD at the LOS identified in the Agreement will provide financial savings to the City of Jacksonville Beach (10 Year Cost Analysis for Fire Services, attached). Compensating for differences in LOS by adding new personnel and resources to the City of Jacksonville Beach would still result in an estimated savings of \$15M over the first 10 years of the Agreement. While the Agreement is for a 20 year period, staff was uncomfortable estimating future fiscal impact beyond that window due to low reliability in forecasting over such a long time frame.

Should the Agreement be executed, staff proposes the addition of one (1) new Deputy Fire Marshall, to assist the current Fire Marshall with Fire Marshall services, and coordinate Emergency Management (EM) for the organization. Additional funding is requested to increase the LOS associated with child car seat installations and smoke detector programs above JFRD standards. The ancillary services identified in Fire Chief Whitmill's memorandum would either need to be dispersed among remaining departments and staff in a current or modified LOS, or eliminated.

The unfunded liability associated with the Firefighter's pension fund (valued at approximately \$5.1M) would be amortized and paid off over the first ten years of the Agreement, at a value of approximately \$737,000 per year. At the end of ten years, the City of Jacksonville Beach would have no financial obligations to the Firefighter's pension fund, other than to continue plan management for as long as the remaining members are participants or retirees of the plan (possibly 40-50 years).

Community Impact

As stated in the discussion of LOS, JFRD proposes to provide 1 less personnel and 1 less vehicle for the provision of services within the City of Jacksonville Beach. While this model may fit within JFRD's Standard Operating Guidelines (SOGs), it is a reduction from what JBFD currently provides. JBFD's current staffing provides for fewer people per apparatus (minimum of two people per vehicle) but with a third vehicle. This provides greater redundancy for EMS calls, where a minimum of two personnel are required for a response (JBFD Overlapping Incidents, attached). EMS calls comprise the majority of all calls to JBFD at approximately 69%, while fire calls only comprise about 2%. The remaining calls, classified as "Hazardous Condition", is anything that doesn't specifically fall into either of those two categories (fall assistance, for example).

How JFRD will operate during concurrent events (multiple calls at the same time), or during peak events (4th of July, etc.), is unknown. Under current circumstances, JBFD calls to JFRD for support when our apparatus are on a call and backup coverage is needed. In theory, and likely in accordance with their Standard Operating Guidelines (SOGs), JFRD will adjust run cards to ensure resources at the beaches remain in place, and automatically reposition vehicles and personnel throughout the consolidated fire district to ensure appropriate coverage at all times. Since the City of Jacksonville Beach is not part of a consolidated fire district, we have no experience as to what this looks like in practice.

Organizational Impact

Each Department was asked to identify possible impacts to their specific operations based on the loss of the Fire Department. The following is a matrix indicating the positive and negative impacts. Quantifying these impacts would be difficult at best.

Department	Positive	Negative
Beaches Energy	None identified	Reduced coordination during emergency events
Finance	Fiscal savings	None identified
Fire Department	None identified	See attached memo from Fire Chief
Human Resources	<ul style="list-style-type: none"> • Reduction in Labor Relations issues (contract negotiations, grievances, arbitrations, etc.) • Reduction in Worker's Compensation Claims • Reduction in liability associated with service and vehicles 	None identified
Recreation & Parks	None identified	Reduced coordination during special events
Planning & Development	None identified	<ul style="list-style-type: none"> • Possible impacts to plans review, code enforcement inspections and inspections should contracted Fire Marshal services be necessary • Reduced support for damage assessment during post storm events
Police	None identified	Reduced coordination during emergency and special events
Public Works	None identified	<ul style="list-style-type: none"> • Reduced coordination during emergency events • Possible impacts to potable water system / hydrant testing / fire flow issues should contracted Fire Marshal services be necessary

It should be noted that the top issue identified by departments is the issue of coordination during emergency events. With the Fire Department being part of the City of Jacksonville Beach, the Fire Chief and all departmental staff, along with every other department, report to the same Administration. This results in unified preparation and response before, during and after an event. While staff has proposed adding a Deputy Fire Marshall to support Fire Marshall services and coordinate Emergency Management for the organization and the City, this falls short of a community having its own Fire Department to coordinate city-wide efforts and provide forces on the ground. It has been noted that during emergency situations in the past, there has been less than favorable communication between JFRD and the City of Jacksonville Beach.

Intangibles

There are some reasons a community maintains a certain service that cannot be quantified in any way, shape or form. These are considered intangibles. It is unknown what intangibles the City of Jacksonville Beach residents and business owners may assign to support having its own Fire Department, or contracting for fire services, or why. Community identity? Financial savings? Firefighters being City employees? Perceived superiority of services? Community pride? There are likely many others, and in each instance, there may not be an ability to put a price on the intangible, or compensate for it through adjustment of service provisions.

Summary

Entering into an agreement for Fire Services with the City of Jacksonville will net a financial savings to the City of Jacksonville Beach, estimated at approximately \$15M over a ten year period. Ancillary services provided by JBFD, and the level to which they're provided, will need to be re-allocated to other departments/positions throughout the City, including new expenditures for both personnel and operating. The community's position on this issue (whether savings from the Agreement are worth the change in service provision) are unknown.

Staff seeks direction on the following questions:

- Is the Agreement, as drafted, acceptable for consideration of a vote by Council?

If yes, then:

- Does the Council wish to include any community outreach/input prior to consideration of a vote? And,
- What are the next steps / date for placement on an agenda?

Attachments:

- Fire Services Agreement (Draft, March 15, 2019)
- 10 Year Cost Analysis for Fire Services
- JBFD Overlapping Incidents (2017 and 2018)
- Memorandum from Fire Chief Whitmill to City Manager Staffopoulos (March 15, 2019)

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE BEACH, FLORIDA
AND THE CITY OF JACKSONVILLE, FLORIDA FOR
ADVANCED LIFE SUPPORT AND FIRE SERVICES**

This Interlocal Agreement for Advanced Life Support and Fire Services (the "Agreement") is entered into this ____ day of _____, 20 ____, by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipal corporation ("Jacksonville Beach"), and the CITY OF JACKSONVILLE, FLORIDA, a consolidated county and municipal government extending territorially through the geographic boundaries of Duval County, Florida ("Jacksonville").

WHEREAS, the Jacksonville Beach Fire Department currently provides Advance Life Support and Fire Services to its residents and businesses; and

WHEREAS, residents and businesses located in Jacksonville Beach can benefit from the Advanced Life Support and Fire Services offered by Jacksonville; and

WHEREAS, Jacksonville can benefit from having two stations in Jacksonville Beach which would enhance first response and provide back-up capabilities to its other nearby fire operations; and

WHEREAS, both parties can benefit from centralized communication and coordination relative to the delivery of Advanced Life Support and Fire Services; and

WHEREAS, the parties desire to provide a method for residents and businesses in Jacksonville Beach to have use of Jacksonville's Advanced Life Support and Fire Services available in the manner and under the terms and conditions specified herein; and

WHEREAS, it is the intent of this Agreement to provide an effective, efficient means of delivering Advanced Life Support and Fire Services to residents and businesses in Jacksonville Beach; **NOW THEREFORE:**

IN CONSIDERATION of the mutual covenants herein contained and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1. Incorporation of Recitals. The above stated recitals are true and correct and, by this reference, are incorporated and made a part of this Agreement.

ARTICLE 2. Provision of Advanced Life Support and Fire Services to Jacksonville Beach.

(a) Beginning on a mutually agreeable date as soon as practicable after the effective date of this Agreement, Jacksonville shall provide Jacksonville Beach with 24-hour, seven (7) days per week Advanced Life Support and Fire Services ("Services"). These Services shall be provided and operated out of the Jacksonville Beach Fire Stations defined as the Main Fire Station at 325 2nd Avenue South and the South Beach Fire Station at 2500 South Beach Parkway ("Premises").

(b) Jacksonville agrees to use its best efforts to maintain the current levels of the Services provided in Jacksonville Beach and to keep response times comparable to the levels that exist as of the effective date of this Agreement, provided there is no increase in the demand for service in Jacksonville Beach.

ARTICLE 3. Premises, Personal Property and Equipment.

(a) Jacksonville Beach shall provide the Main Fire Station and South Beach Fire Station for Jacksonville's exclusive use and occupancy throughout the entire Term of this Agreement. Prior to Jacksonville assuming occupancy of the Premises, the Premises will be inspected by a third party service provider selected by Jacksonville Beach and at Jacksonville Beach's expense. The service provider shall certify, in writing, the general working condition of the buildings and personal property owned by Jacksonville Beach and provide an estimated time period that each piece of property has remaining to be fit for use in providing fire services. A copy of the written certification is to be provided to Jacksonville.

(b) Jacksonville Beach shall provide, maintain and pay for a property insurance policy providing coverage for the demised premises of which any buildings are a part, including any improvements and betterments which may be insurable as part of the realty. Said property insurance shall cover the improvements and betterments from loss due to fire, windstorm, and any other peril included in the broadest available standard form of extended coverage. Coverage shall be in an amount sufficient to meet the co-insurance requirements of the policies, but not less than the full insurable value thereof. Jacksonville Beach shall have the right to use the proceeds of any such policy in the event of loss to repair or replace the damaged or destroyed buildings, improvements, betterments and equipment.

(c) Jacksonville shall maintain a program of self-insurance for General and Automotive Liability losses providing coverage to protect Jacksonville and Jacksonville Beach from claims arising from bodily injury, property damage, operations, premises and fire legal liability. This self-

insurance insurance policy shall be subject to the provisions and limitations imposed under Section 768.28, Florida Statutes, which terms are not hereby amended, waived or expanded.

(d) Jacksonville and Jacksonville Beach shall maintain self-insured certificates and certificates of insurance, respectively, stating that the required coverages are in force on the effective date of this agreement, and annually thereafter as long as the agreement remains in effect. Both parties shall have the right to periodically review the adequacy of the required insurance and amend the insurance requirements of this section. Factors which may be considered include but are not limited to changes in generally accepted insurance industry standards and practices, changes in the use of the premises, measurable changes in local and national economic indicators and changes in State Statutes or Local Ordinances.

(e) Jacksonville shall not alter or improve the Premises unless such alterations or improvements have received the prior written approval of the City Manager of Jacksonville Beach, which approval shall not be unreasonably withheld. The cost of approved alterations or improvements shall be paid solely by Jacksonville.

(f) Jacksonville shall repair or pay the cost of repair of all damage to Jacksonville Beach's property caused by the negligent acts and/or omissions of Jacksonville, its agents, contractors, employees, suppliers or invitees arising as a result of Jacksonville's use or occupancy of the Premises. Expenses associated with this provision are not reimbursable under this Agreement.

(g) Any fines, penalties, or court ordered payments incurred by Jacksonville because of its use and occupancy of the Premises are not reimbursable expenses to be paid by Jacksonville Beach.

(h) During the Term of the Agreement, Jacksonville shall perform both interior and exterior maintenance on the Premises at its own expense. Jacksonville shall keep the Premises and any improvements made by Jacksonville located thereon in a good and clean state of repair and preservation, making all necessary and proper replacements and repairs. The responsibility with regard to routine maintenance of the Premises shall be as follows:

1. Utilities. Jacksonville shall be responsible for paying the cost of utilities and other services, provided it is in connection with the Premises, such as water and wastewater service, electrical service, gas service, pest control service, trash removal, and interior cleaning.
2. Mechanical Systems. Jacksonville shall be responsible for the maintenance and repair of heating, air conditioning, ventilation systems, and the garage doors.

3. Plumbing and Electrical Systems. Jacksonville shall be responsible for the maintenance and repair of all plumbing and electrical systems.
4. Fire Alarms and Extinguishing Systems. Jacksonville shall be responsible for the procurement, maintenance and repair of all fire alarm and extinguishing systems.
5. Landscape and Grounds Maintenance. Jacksonville Beach shall be responsible for the grounds maintenance and the replacement and/or repair of all landscaping located on the Premises.

(i) During the Term of this Agreement, Jacksonville shall use the Premises only for the purposes contemplated by this Agreement. Jacksonville shall not use or permit the use of the Premises or any part thereof for any purpose other than those specifically provided for in this Agreement without first obtaining the express written approval of the City Manager of Jacksonville Beach.

(j) Jacksonville agrees that its employees shall not conduct personal business while on duty or use the Premises for such activities. Jacksonville agrees that Premises are not to be used for the parking of personal vehicles or at any time recreational vehicles, unless said personal vehicle is for the transportation of the Jacksonville employee to and from the work site. Any vehicles in violation of this section will be towed at the owners' expense.

(k) Hazardous Materials Storage. Jacksonville shall be permitted to store fire suppression agents, and any other materials used in accomplishing its mission, on the Premises and shall strictly adhere to all Federal, State, and local laws and regulations regarding these materials.

(l) Jacksonville Beach may, at any time in its sole discretion, close, relocate, reconstruct, change, alter or modify all presently designated means of ingress and egress to and from the Premises, either temporarily or permanently; provided, however, that reasonably convenient and adequate alternative means of ingress and egress to and from the Premises are made available to the City of Jacksonville. Jacksonville Beach shall consult with Jacksonville and the Jacksonville Fire Rescue Department (JFRD) prior to the commencement of any such modifications.

(m) Jacksonville Beach reserves the right to relocate the City of Jacksonville Advanced Life Support and Fire Services to a similar location at any time during the Term of this Agreement. The necessity of such relocation shall be determined exclusively by Jacksonville Beach at its sole discretion and cost. Jacksonville Beach shall consult with the JFRD prior to moving a station, to ensure that there is no negative impact to the Insurance Services Office (ISO) rating or levels of

service as defined in Exhibit C.

(n) Jacksonville shall not permit any signs or other advertisement, on the exterior of the building or any Jacksonville Beach-owned equipment except standard fire station identification signage that is consistent with the Jacksonville Beach sign code.

(o) Jacksonville agrees that the Jacksonville Beach Fire Marshal, Building Officials, and Administrative Staff shall have the right to enter any part of the Premises at reasonable or necessary times for the purpose of inspection, protection, or exercising any right under this Agreement. Whenever possible, Jacksonville Beach shall provide prior notification, either oral or written.

(p) Personal property, such as appliances and furnishings, owned by Jacksonville Beach and attached to or located on the Premises, is to be used by Jacksonville only at the Jacksonville Beach Fire Stations. The ownership of Personal Property shall be retained by Jacksonville Beach. Any new personal property required by Jacksonville for its use at Jacksonville Beach shall be procured by Jacksonville at its sole expense. A list of personal property owned by Jacksonville Beach and provided to Jacksonville for use on the Premises is attached hereto as *Exhibit B. Personal Property Owned by Jacksonville Beach*. Ownership of personal property paid for by Jacksonville shall be retained by Jacksonville.

(q) Jacksonville Beach shall convey to Jacksonville clear title to the Fire Equipment and Apparatus ("Equipment") as described in *Exhibit A. Fire Equipment and Apparatus*.

(r) Jacksonville shall perform all maintenance, repairs, refurbishments and replacements of, and provide insurance on, the Equipment described in *Exhibit A*.

(s) Except as otherwise provided herein, Jacksonville agrees to issue, provide and maintain all other equipment and materials that it deems necessary for delivery of the Services at Jacksonville Beach. Jacksonville shall have sole discretion to determine what equipment and materials are necessary.

ARTICLE 4. Responsibilities of Jacksonville.

(a) Jacksonville shall provide the Services at Jacksonville Beach twenty-four (24) hours a day, seven (7) days a week, in accordance with the requirements of *Exhibit C. Jacksonville Staffing and Service Standards for Jacksonville Beach*. A Fire Liaison to the City Manager of Jacksonville Beach shall also be included. The Fire Liaison shall be a Battalion Chief or higher rank. Jacksonville shall

provide monthly reports on the number and type of alarms, response time, and location to the City Manager of Jacksonville Beach. Jacksonville shall maintain daily call logs and provide those logs for review to the City Manager of Jacksonville Beach upon request.

(b) Jacksonville agrees to be responsible for all fire and rescue communication for Jacksonville Beach. Jacksonville Beach shall transfer all such calls it receives to Jacksonville Fire/Rescue dispatch, as Jacksonville shall continue to operate as a 911 Public Safety Answering Point.

(c) Jacksonville shall provide the following auxiliary services for Jacksonville Beach:

1. Blood pressure checks at the Fire Facilities for the Community
2. Annual fire hydrant inspection of all fire hydrants in the City, in accordance with ISO Guidelines.
3. Tours for school and community organizations
4. CPR and public safety seminars to Jacksonville Beach employees at no additional cost to Jacksonville Beach.
5. Annual smoke detector program and other auxiliary services mutually agreed to by the Jacksonville Fire Department and City Manager
6. Biannual Pre-fire planning of businesses.

(d) Jacksonville agrees to assist Jacksonville Beach during non-fire emergencies and natural disasters. Jacksonville shall provide Fire Department personnel at the Jacksonville Beach Emergency Operations Center during any event that requires evacuation or deployment of emergency preparation and response efforts.

(e) Jacksonville shall provide full casualty, liability, personal property and workers compensation insurance for its operations in Jacksonville Beach and agrees to defend Jacksonville Beach in all suits arising out of Services being delivered to Jacksonville Beach by Jacksonville.

ARTICLE 5. Responsibilities of Jacksonville Beach

Jacksonville Beach shall pay Jacksonville \$2,220,000 for the first year of this Agreement for all services provided by Jacksonville pursuant to this Agreement. Said amount shall be increased in each subsequent year of this Agreement by a percentage of the previous year's amount equal to two and one-half percent (2.5%) or the annual percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U), whichever is greater. For purposes of this Agreement, the CPI-U is defined as follows:

Source: United States Department of Labor, Bureau of Labor Statistics

Series ID: CUUR0300SA0, CUUS0300SA0

Not seasonally Adjusted

Series Title: All Urban Consumers

Area: South

Item: All Items

The percentage change is calculated using the most recent calendar year annual average CPI-U as compared to the immediately preceding calendar year.

- (a) Jacksonville Beach shall pay on a monthly basis one-twelfth of the annual fee as outlined in (a) above. Payment of such amount shall be made by Jacksonville Beach to Jacksonville no later than thirty (30) days after receipt of a billing invoice from Jacksonville.
- (b) Jacksonville Beach shall provide fire-related Plans Examiner services, including plan reviews, high-hazard building inspections, and safety inspections

ARTICLE 6. Personnel.

(a) Jacksonville recognizes the importance of utilizing experienced personnel trained in rescue and firefighting techniques at Jacksonville Beach and therefore Jacksonville agrees that, upon the execution of the Agreement, it shall station only certified Firefighters and Advanced Life Support Units at the two fire stations, in accordance with the Local Collective Bargaining Agreement and the Jacksonville Civil Service Rules. Jacksonville shall provide copies of Certifications to Jacksonville Beach upon request.

(b) Jacksonville shall be responsible for the provision of all personnel, including recruitment, assignment, hiring, training, payroll, benefits, etc., necessary for provision of services under this Agreement; provided, however, that current employees of the Jacksonville Beach Fire Department shall be offered employment by the Jacksonville Fire and Rescue Department pursuant to the requirements in *Exhibit C*.

1. To ensure continuity of operations, Jacksonville shall, as much as practicable, staff the Jacksonville Beach Fire Stations with Firefighters/Engineers, Lieutenants, and Captains that were employed with Jacksonville Beach on the effective date of this agreement. Provided, further, that said employees meet Jacksonville's current standards for employment as firefighters or are given a reasonable opportunity to meet such standards. Once said employees are hired by Jacksonville, Jacksonville shall have sole discretion

regarding their work assignments. A list of Jacksonville Beach employees is attached hereto as *Exhibit E*. Jacksonville Beach agrees to provide personnel records of said employees to Jacksonville within thirty (30) days of the date of this agreement.

2. The City Manager of Jacksonville Beach may request, in writing, that any personnel stationed in Jacksonville Beach be transferred to another station. Such transfer shall be executed within thirty (30) days after mutual agreement by the parties. Nothing herein shall constrain Jacksonville from making disciplinary or remedial transfers.

ARTICLE 7. Retirement.

(a) All current Fire Department employees of Jacksonville Beach, who are Florida State certified Firefighters under the provisions of Chapter 633 FS and members of the Jacksonville Beach Firefighters' Retirement Plan ("Jacksonville Beach Firefighters"), shall become employees of the City of Jacksonville on the effective date of this Agreement. Each Jacksonville Beach Firefighter shall be given an opportunity to individually elect to continue participating in the Jacksonville Beach Firefighters' Retirement Plan, attached hereto as *Exhibit F*, or join the City of Jacksonville defined contribution retirement plan, attached hereto as *Exhibit G*. Thereafter, those Jacksonville Beach Firefighters who elect to continue participating in the Jacksonville Beach Firefighters' Retirement Plan shall continue to participate in, make legally required contributions to, and accrue service and benefits under the Jacksonville Beach Firefighters' Retirement Plan for as long as they are employed as certified firefighters by the City of Jacksonville. Jacksonville Beach Firefighters who remain as members of the Jacksonville Beach Firefighters' Retirement Plan shall also continue to have Social Security coverage and make legally required Social Security contributions for as long as they are employed as certified firefighters by the City of Jacksonville.

(b) Jacksonville Beach Firefighters who elect to join the City of Jacksonville defined contribution retirement plan shall receive a refund of their accumulated member contributions (with interest) from the Jacksonville Beach Firefighters' Retirement Plan, or may roll over such contributions and interest to an IRA or other qualified plan in accordance with federal law. Notwithstanding the preceding sentence, Jacksonville Beach Firefighters with 10 or more years of credited service in the Jacksonville Beach Firefighters' Retirement Plan who elect to join the City of Jacksonville defined contribution retirement plan may keep their accumulated member contributions in the Jacksonville Beach Firefighters' Retirement Plan, and shall be eligible to receive a deferred pension benefit, based on their credited service and average final compensation on the day before they become City of Jacksonville employees, payable upon separation of employment from the City of Jacksonville, on or after attaining the age and service requirements for normal retirement under the Jacksonville Beach Firefighters' Retirement Plan.

(c) Any Jacksonville Beach firefighter who becomes an employee of the City of Jacksonville, separates from employment with the City of Jacksonville, and is subsequently reemployed as a firefighter by the City of Jacksonville will be employed as an entry level firefighter and will participate in the City of Jacksonville defined contribution retirement plan with no social security coverage.

(d) The Jacksonville Beach Firefighters' Retirement Plan shall be closed to new members on the effective date of this Agreement.

(e) The City of Jacksonville Beach shall be responsible for the unfunded actuarial accrued liability of the Jacksonville Beach Firefighters' Retirement Plan, as determined by the plan actuary, as of the day preceding the effective date of this Agreement, and shall pay off the unfunded liability in accordance with Florida law.

(f) The City of Jacksonville shall be responsible for paying the total required contribution to the Jacksonville Beach Firefighters' Retirement Plan and estimated annual employee contributions, as determined by the Jacksonville Beach plan actuary, less the annual amount paid by the City of Jacksonville Beach to pay off the unfunded liability as provided in paragraph C above. The City of Jacksonville shall pay such required contributions on or before October 15 of each year.

(g) The City of Jacksonville shall deduct from the wages paid to the Jacksonville Beach Firefighters the legally required employee contributions for the Jacksonville Beach Firefighters' Retirement Plan, and provide a full and accurate accounting of such employee contributions made during each plan year to the City of Jacksonville Beach on or before October 15 each year. The Jacksonville Beach plan actuary shall prepare a "true-up" report in conjunction with each annual actuarial valuation report measuring the actual employee contributions made by the Jacksonville Beach Firefighters during the prior plan year, compared to the estimated employee contributions paid in advance by the City of Jacksonville, and adjust the estimated employee contributions to be paid by the City of Jacksonville in the next plan year accordingly. The City of Jacksonville shall also deduct the legally required employee Social Security contributions for Jacksonville Beach Firefighters, and make the legally required employer Social Security contributions for Jacksonville Beach Firefighters in accordance with federal law.

(h) The City of Jacksonville Beach shall continue to be the plan sponsor and shall be responsible for the operation of the Jacksonville Beach Firefighters' Retirement Plan for as long as the Jacksonville Beach Firefighters' Retirement Plan exists, in accordance with Florida law,

except as otherwise provided in this Article.

(i) The City of Jacksonville Beach and the City of Jacksonville shall take all necessary action to facilitate the continued receipt of Chapter 175 premium tax revenues collected on property insurance policies covering property located within the City of Jacksonville Beach, in accordance with section 175.101, Florida Statutes.

ARTICLE 8. Indemnification.

(a) Subject to the provisions and limitations of Section 768.28, Florida Statutes, the City of Jacksonville hereby agrees that it shall indemnify, defend and hold the City of Jacksonville Beach harmless against any and all claims, actions, demands, injuries, losses, penalties and damages of whatsoever kind or nature, whether prosecuted by the City of Jacksonville or third parties, resulting from any act, action, or omission, including, but not limited to, personal injuries, including death, property damage or any other loss arising out of, incidental to or in any way connected to the City of Jacksonville's negligent acts and/or omissions with respect to its activities on or its use and occupation of the Premises, including leakage or spillage of any substance used or handled by the City of Jacksonville, except when such claim, action, demand, loss, liability, damage or injury results from the gross or willful negligence of the City of Jacksonville Beach. In no event shall the City of Jacksonville be held responsible for any negligent act committed by the City of Jacksonville Beach or any person or entity acting at its direction or on its behalf.

(b) This Article 8. Indemnification shall survive the Term of this Agreement for actions that occurred during the Term of this Agreement, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

(c) It is expressly agreed that the City of Jacksonville shall neither indemnify, defend, nor hold the City of Jacksonville Beach harmless for events, occurrences or conditions that took place prior to the Effective Date of this Agreement or assume any liability or responsibility for the same.

ARTICLE 9. Force Majeure. Neither the City of Jacksonville Beach nor the City of Jacksonville shall be deemed to be in breach of this Agreement if either party is prevented from performing any obligations required of it by reason of boycotts, shortages of materials, labor disputes, embargoes, acts of God, acts of public enemy, acts of superior governmental authority, floods, riots, foreign or civil wars, rebellion, terrorism, sabotage by third parties, or any other similar circumstances for which it is not reasonably responsible and which are not within its control.

ARTICLE 10. Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such determination of invalidity shall not materially prejudice either the City of Jacksonville Beach or the City of Jacksonville as to their respective rights or other obligations contained in the valid covenants, conditions or provisions of this Agreement that shall remain and continue in full force and effect.

ARTICLE 11. Non-Waiver. The failure of either party to insist upon the strict performance of any of the terms or conditions contained in this this Agreement shall not be construed as a waiver of the requirement for the strict and prompt performance thereof.

ARTICLE 12. Default. In the event that one of the parties to this Agreement shall fail to perform a material obligation hereunder, the other party shall give the defaulting party thirty (30) days written notice to cure such default. Should the nonperforming party not cure the default within thirty (30) days of receiving notice the other party shall have the right to terminate this agreement without further notice.

ARTICLE 13. Notices. Whenever any notice is required by this Agreement to be made, given or transmitted to the parties hereto, such notice shall be deemed to have been given if enclosed in an envelope with sufficient postage attached, and sent by certified mail, return receipt requested to ensure delivery, and deposited in the United States mail addressed to:

CITY OF JACKSONVILLE BEACH, FLORIDA:

City Manager, City of Jacksonville Beach
11 North 3rd Street
Jacksonville Beach, FL 32250

CITY OF JACKSONVILLE, FLORIDA:

Fire Chief, City of Jacksonville
515 N. Julia Street
Jacksonville, Florida 32202

or such other place as either party designates in writing in the manner provided herein.

ARTICLE 14. Term. The term of this Agreement shall be from its effective date and continuing for a period of twenty (20) years unless terminated earlier by the parties in accordance with this paragraph. If either party should desire to terminate this contract prior to the expiration of the

twenty (20) year term, such party may do so by providing a minimum two (2) year notice to the other party. Such notice must be in writing to the City Manager of Jacksonville Beach or the Mayor of Jacksonville.

ARTICLE 15. Termination by City of Jacksonville Beach or City of Jacksonville. Surrender of the Premises by the City of Jacksonville.

(a) In the event that this Agreement is terminated, the City of Jacksonville covenants that, at the time of such termination, it shall surrender the Premises in a good state of repair and condition to the City of Jacksonville Beach, reasonable wear and tear excepted.

(b) All buildings, fixtures and other improvements built on, or made to, the Premises by the City of Jacksonville shall remain on the Premises and shall become the exclusive property of the City of Jacksonville Beach immediately upon the termination of this Agreement. Upon surrender of the Premises, the City of Jacksonville shall remove all equipment, and personal property belonging to it that has not assumed the characteristics of a permanent fixture. Any and all property not removed immediately by the City of Jacksonville shall, at the option of the City of Jacksonville Beach become the property of Jacksonville Beach at no cost to the City of Jacksonville Beach. Unless otherwise agreed to by the parties, any damage to the City of Jacksonville Beach's property caused by the negligent acts and/or omissions of the City of Jacksonville in the removal of any of the City of Jacksonville's equipment or personal property shall be repaired by the City of Jacksonville at its sole expense within sixty (60) days following the removal. If the City of Jacksonville fails to make the corrections within sixty (60) days, the City of Jacksonville Beach may do so at its expense and invoice the City of Jacksonville for the cost.

(c) The City of Jacksonville shall not remove or demolish, in whole or in part, any improvements placed upon the Jacksonville Beach Stations or equipment without the prior written consent of the City of Jacksonville Beach, which may, at its discretion, condition such consent upon the obligation of the City of Jacksonville to replace the same by an improvement specified in such consent.

ARTICLE 16. Governing Law & Dispute Resolution. This Agreement is to be read and construed in accordance with the laws of the State of Florida and Duval County. The parties hereto agree that any court of appropriate jurisdiction presiding in Duval County, Florida shall be the forum for any actions brought hereunder. The Parties agree that if they are unable to agree on any item covered by this Agreement, that disagreement shall be elevated to the City Manager of Jacksonville Beach and the Mayor's office of the City of Jacksonville for review, discussion and

resolution. The City of Jacksonville Beach designates the City Manager as its representative in all decisions regarding this Agreement.

ARTICLE 17. Incorporation of Exhibits. All exhibits and attachments referred to in this Agreement or in any duly executed amendment are intended to be and are specifically made a part of this Agreement.

The following are the Exhibits that are a part of this Agreement:

- Exhibit A Fire Equipment and Apparatus
- Exhibit B Personal Property Owned by Jacksonville Beach
- Exhibit C Jacksonville Staffing and Service Standards for Jacksonville Beach
- Exhibit D Safety Inspections of Businesses
- Exhibit E List of Jacksonville Beach Employees
- Exhibit F Jacksonville Beach Pension Plan
- Exhibit G Jacksonville Defined Contribution Retirement Plan

ARTICLE 18. Entire Agreement.

This Agreement, which includes the Exhibits, constitutes the entire agreement by and between the parties. No statement, representation, writing, understanding, or agreement made by either party or any representative of either party that is not expressed in this Agreement shall be binding. All changes, additions, amendments to, or modifications of this Agreement or any of its terms, provisions, and conditions shall be binding only when made in writing and signed by the authorized officer, agent, or representative of each of the parties. The City Manager of Jacksonville Beach and the Jacksonville Fire and Rescue Chief are authorized to change, add, amend or modify all non-monetary terms, provisions and conditions of this Agreement, which shall be binding only when made in writing and signed by the parties.

March 15, 2019

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their respective seals by their duly authorized officers as of the date first above written.

CITY OF JACKSONVILLE BEACH

Attest: _____
City Clerk

By: _____
Mayor

By: _____
City Manager

CITY OF JACKSONVILLE

Attest: _____

By: _____

By: _____

DRAFT

EXHIBIT A
FIRE EQUIPMENT AND APPARATUS

Engine 13

2006 E-One Typhoon Rescue Pumper, VIN# 4EN6AAA8761001604.

1250 GPM Single Stage Waterous Pump.

500 Gallon Water Tank Capacity.

Westerbeke 7.6kw Diesel Generator System.

XRT Hydraulic Rescue Tool System with 1-Amkus Combi Tool, 1-Amkus Short Ram.

34,400 lb Gross Vehicle Weight.

HOSE

1000 ft 5" LDH.

300 ft 2-1/2" Dead Load

2-150 ft 1-3/4" Pre-connects w/Nozzles

1-200 ft 2-1/2" Pre-connect w/Nozzle

1-200 ft 1-3/4" Pre-connect w/Nozzle

1-100 ft 1" Hosereel w/Nozzle

2-100 ft 1-3/4" Highrise Pack w/Nozzles

LADDERS

1-30 ft Extension Ladder

1-14 ft Roof Ladder

1-10 ft Folding-Attic Ladder

ANCILLARY EQUIPMENT

1-Thermal Imaging Camera

1-Air Bag Kit

1-SAR Pack

1-Zoll Defibrillator and AED

1-K12 Saw

1-Chainsaw

1-Gas Powered PPV Fan

1-Electric PPV Fan

3-Setcom Head Sets

1-800 mhz Motorola Mobile Radio

1-6" Piston Valve

2-Ballistic Vests

Technical Rescue Equipment: 1-300' Rappel Rope, 1-300' Belay Rope, 2-Harnesses, 1-SAR Pack

EXHIBIT A
FIRE EQUIPMENT AND APPARATUS

Quint 11

2010 Ferrara HD-77, HME Chassis, VIN# 44KFT428XAW221890.

1500 GPM Single Stage Waterous Pump.

500 Gallon Water Tank Capacity.

Smart Power 10kw Hydraulic Generator.

XRT Hydraulic Rescue Tool System with 1-Amkus Spreader, 1-Amkus Cutter, 1-Long and 1-Short Ram.

51,300 Gross Vehicle Weight.

HOSE

1000 ft 5" LDH

300 ft 2-1/2" Dead Load

1-200 ft 2-1/2" Pre-connect w/Nozzle

2- 200 ft 1-3/4" Pre-connects w/Nozzles

1-100 ft 1-3/4" Highrise Pack w/Nozzle

GROUND LADDERS

2-24 ft Extension Ladders

1-16 ft Roof Ladder

1-10 ft Folding Attic Ladder

1-15 ft Little Giant

ANCILLARY EQUIPMENT

4-Setcom Headsets

1-Thermal Imaging Camera

1-Zoll Defibrillator and AED

1-Trauma Bag and Cardiac Box

1-Chainsaw

1-K12 Cutquick Saw

1-Electric PPV Fan

1-SuperVac Fan

1-Stokes Basket

1-800 mhz Motorola Mobile Radio

2-6" Piston Valves

2-Ballistic Vests

Technical Rescue Equipment: 1-300' Rappel Rope, 1-300' Belay Rope, 2-Harnesses, 1-SAR Pack

EXHIBIT A
FIRE EQUIPMENT AND APPARATUS

Engine 22

2018/19 Rosenbauer Commander Rescue Pumper VIN# 54F2AA605JWM12256

1250 GPM Single Stage Waterous Pump

500 Gallon Water Tank

42,000 lb. Gross Vehicle Weight

HOSE

1000 ft 5" LDH

300 ft 2-1/2" Dead Load

1-200 ft 2-1/2" Pre-connect w/Nozzle

3-200 ft 1-3/4" Pre-connects w/Nozzles

1-100 ft 1-3/4" High-rise Pack w/Nozzle

1-100 ft 1" Hose Reel w/Nozzle

LADDERS

1-24 ft Extension Ladder

1-14 ft Roof Ladder

1-Folding Ladder

ANCILLARY EQUIPMENT

1-Thermal Imaging Camera

1-Zoll Defibrillator and AED

3-Setcom Headsets

1-Chainsaw

1-6" Piston Valve

1-Electric PPV Fan

2-Ballistic Vests

Technical Rescue Equipment: 1-300 ft Rappel Rope, 1-300 ft Belay Rope, 3-Harnesses,

1-Rescue 4 to 1 Haul System, 1-SAR Pack.

Hurst E-draulics-1-Spreader/Jaws; 1-Cutter; 1-Long Ram

Decon Trailer: #53NBE-1227-C-100-5701

1-6X12 Tandem Axle Trailer

1-Trident One Mass Decon Water Deployment System w/ Zumro 311 Shelter, doors, accessories, and overpack drums.

EXHIBIT B
PERSONAL PROPERTY OWNED BY JACKSONVILLE BEACH

STATION 1

Upstairs Kitchen/Living Area:

1-Refrigerator; 1-Six Burner Gas Range/Oven; 1-Dishwasher; 1-Disposal;
1-Microwave Oven; 1-55 inch TV; Large (10X4) Table and Chairs; 6-Recliners

Upstairs Bunkroom:

8-Twin Size Beds; 8-Nightstands; 24-Lockers

Downstairs West:

SCBA Compressor and 2 bottle fill station/6 Cascade Bottles; 1-Station Air Compressor;
1-Ice Machine; 2-treadmills; Misc dumbbells, free weights, and racks;
1-Washing Machine/1-Dryer; 1-Smoke Machine; 1-Double Stainless Steel Wash Sink;
1-3 Tier Hose Rack w/2 sections of 5" hose, 2 sections of 2-1/2", and 15 sections of 1-3/4"

STATION 2:

Kitchen/Living Area:

1-Refrigerator; 1-4 Burner Electric Stove/Oven; 1-Microwave Oven;
1-Dishwasher; 3-Large Food Cabinets; 1-Large (8X3) Table w/Chairs;
1-40 inch TV; 4-Recliners

Bunkroom Area:

5-Beds; 14-Lockers; 5-Nightstands

Workout Room:

1-Stair Climber; 1-Elliptical Machine

Bay Area:

1-Station Air Compressor; 1-Washer, 1-Dryer; 1-Stainless Steel Wash Sink;
1-2 Tier Hose Rack w/1 Section of 5" LDH and 2 Sections of 1-3/4" hose

EXHIBIT C
FIREFIGHTER STAFFING

1. Minimum Staffing

(a) Minimum staffing for each of the JFRD units stationed in Jacksonville Beach is as follows:

1. Rescue (2)—one officer, one engineer
2. Engine (3)—one officer, one engineer, and one firefighter
3. Ladder (4)—one officer, one engineer, and two firefighters

(b) JFRD will staff a minimum of one engine, one ladder, and one rescue between the two Jacksonville Beach Fire Stations for a daily minimum of nine certified firefighters as follows:

1. Jacksonville Beach Main Station will become JFRD Fire Station 71 and house Engine 71 and Rescue 71.
2. Jacksonville Beach South Station will become JFRD Fire Station 60 and house Ladder 160.
(The 1 before 60 denotes a ladder with a pump).

(c) JFRD will ensure appropriate coverage for Jacksonville Beach for suppression, rescue, and Special Events. This will include sending transfer companies in the event units are out of service due to training, maintenance, or assigned to prolonged calls.

2. Transition

(a) JBFD members will have the first right of assignment to stay in Jacksonville Beach Fire Stations otherwise they will be allowed to transfer to other JFRD stations.

(b) JBFD personnel will have all rights and protections under the Local 122 Collective bargaining Agreement (CBA) and COJ Civil Service Rules and Regulations.

(c) JFRD will provide uniforms, equipment and training to current JBFD personnel in accordance with current JFRD policy and procedures.

3. Rank

(a) JBFD Officers (lieutenant and captain) will transition over as Suppression Engineers and JBFD Engineer and Firefighters will transition over as JFRD Firefighters.

(b) All JBFD personnel will be allowed to take future JFRD promotional tests in accordance with Article 13 of CBA.

EXHIBIT C
FIREFIGHTER STAFFING

4. Seniority

(a) Time in Grade

1. JBFD Officers will qualify for seniority credit pursuant to Article 13 as follows:
 - JBFD Lieutenants will receive one year of seniority as a JFRD Engineer for each year of service as a JBFD Lieutenant;
 - JBFD Captains will receive one year of seniority as a JFRD Engineer for each year of service as a JBFD Captain, and one year of seniority as a JFRD Engineer for each year of service as a JBFD Lieutenant.
2. JBFD officers will qualify for continuous service time per Article 13.3 A.

(b) Continuous Service Time

1. JFRD Firefighters do not get time in grade; they qualify for continuous service time per Article 13.3 A. Therefore JBFD Engineers and Firefighters will only get continuous service time.

5. Personal and Holiday Leave

(a) JBFD personnel will be compensated for unused accrued leave as follows:

- Up to 2 years accumulation of accrued vacation leave will be paid at 100%.
- Accrued vacation leave over the 2 year maximum will be forfeited.
- Up to 720 hours of accrued sick leave will be paid at 100%.
- Accrued sick leave over 720 hours will be paid at 25%.

Leave payouts will be calculated using each employee's rate of pay on the day before the effective date of this agreement.

(b) JBFD personnel may elect to transfer accrued leave, in an amount not to exceed 100 hours of leave per employee, to JFRD on the effective date of employment. Jacksonville Beach will pay Jacksonville for all transferred leave. Leave transferred to JFRD will be deducted from the accrued leave balance prior to calculating the amount of employee compensation for leave.

(c) JBFD personnel will begin accruing personal leave according to Article 20, Personal Leave Plan P, of the Local 122 IAFF CBA on the effective date of this Agreement. Length of service with JBFD will be used to determine the number of leave days each employee will accrue in the first year of this agreement. For each year thereafter, length of service with JBFD will be added to length of service with JFRD to determine the appropriate number of days accrued.

EXHIBIT C
FIREFIGHTER STAFFING

(d) JBFD personnel will be credited with twelve (12) hours of Holiday Leave credits per holiday listed in Article 18 of the CBA for the remaining holidays after the effective date of this contract (prorated). For Holidays Leave Credits, JFRD uses a calendar year as the effective date, not fiscal year for a total of twelve-twelve hour days per year.

6. Salaries and Benefits

(a) All Jacksonville Beach Fire Rescue (JBFR) employees will merge into Local 122 CBA IAFF Step Plans for the appropriate rank and longevity including applicable incentive pays, (paramedic, education, Special Operations, etc.), and all benefits will be provided as currently stipulated through collective bargaining.

(b) Each JBFR employee will be placed in the Local 122 CBA Step Plan at his/her current rate of pay as of the day before the effective date of this agreement. Should a JBFR employee's rate of pay be lower than the corresponding Local 122 IAFF rate, the JBFR employee will receive the Local 122 IAFF rate. Should a JBFR employee's rate of pay be greater than the Local 122 IAFF rate, the difference will be provided through a separate pay element until the employee's COJ pay exceeds the difference through promotion, COLA's, or Step raises.

(c) The separate pay element referenced in (b) above shall be treated the same as base pay for purposes of retirement benefits and overtime calculations. All pay, including applicable incentives, for JBFR employees who elect to continue to participate in the COJB Firefighters' Retirement System will be subject to the provisions defined in Chapter 2. Article V. Division 7 of the City of Jacksonville Beach Code of Ordinances.

(d) After the effective date of this agreement, all Local 122 CBA Articles, including pay and benefits, will apply.

EXHIBIT D
SAFETY AND INSPECTION OF BUSINESSES

1. Annual Fire Safety Inspections for Existing Businesses

- (a) The City of Jacksonville Beach currently intends to provide fire safety inspections as required and/or authorized by the Florida Fire Prevention Code and Insurance Standards Office (ISO) to all non-residential buildings within its jurisdictional limits on an annual basis. The City of Jacksonville Beach currently intends to provide such inspections using its own employees.
- (b) At the option of the City of Jacksonville Beach, the Jacksonville Fire & Rescue Department, Fire Prevention Division ("JFRD") may conduct fire safety inspections on behalf of the City of Jacksonville Beach.
- (c) Exercise of this option will require a thirty (30) day written notice to JFRD. Such services, if this option is exercised, will be provided in accordance with the terms set forth below:
 - 1. Fees for fire safety inspection services will be calculated using the same rates and methodology applicable to commercial properties as set forth in COJ Ordinance § 420.104(c), along with an additional 15% fee to reimburse the City of Jacksonville's entire cost of providing these services.
 - 2. All fees for these services will be billed to the City of Jacksonville Beach on a monthly basis unless otherwise specified below.
 - a. At the option of the City of Jacksonville Beach, it may authorize JFRD to directly bill and collect these fire safety inspection fees from the respective property owners, on behalf of the City of Jacksonville Beach. JFRD will make the same reasonable efforts to collect the fire safety inspection fees as it does in areas outside of the Second Urban Services District. If JFRD is unable to collect the fees within six months of their billing, the City of Jacksonville Beach will reimburse the JFRD for such unpaid fees. In that event, the JFRD will continue to attempt to collect such fees for a reasonable period of time (not to exceed 1 year) and will provide a credit to the City of Jacksonville Beach for any fees collected after reimbursement by the City of Jacksonville Beach has been made.
 - b. Exercise of this option will require a sixty (60) day written notice to the JFRD.
 - 3. Either party may terminate these fire safety inspection services by the JFRD by providing a thirty (30) day written notice of termination.

2. Fire Plans Review

- (a) The City of Jacksonville Beach will be the primary fire plans reviewer for all new commercial construction and remodels as required by law.

EXHIBIT D
SAFETY AND INSPECTION OF BUSINESSES

(b) Jacksonville Beach has the option to utilize COJ Fire Plans Review Office ("JFPRO") for any or all new projects as needed due to volume, size, or complexity of the project.

1. Plans Review fees for plans reviews performed by JFPRO pursuant to requests by the City of Jacksonville Beach will be billed to the City of Jacksonville Beach on a monthly basis in accordance with COJ Ordinance Chapter 123-Public Fees.
 - a. At the option of the City of Jacksonville Beach, it may authorize JFPRO to directly bill and collect these fire plans review fees from the respective property owners or applicants, on behalf of the City of Jacksonville Beach. JFPRO will make the same reasonable efforts to collect the fire safety inspection fees as it does in areas outside of the Second Urban Services District. If JFPRO is unable to collect the fees within six months of their billing, the City of Jacksonville Beach will reimburse JFPRO for such unpaid fees. In that event, JFPRO will continue to attempt to collect such fees for a reasonable period of time (not to exceed 1 year) and will provide a credit to the City of Jacksonville Beach for any fees collected after reimbursement by the City of Jacksonville Beach has been made.
 - b. Exercise of this option will require a sixty (60) day written notice to JFPRO.
 - c. The fees may generally be found at <http://www.coj.net/departments/finance/city-fees#jacksonville>.
2. Plans review requests can be made, in writing, by Jacksonville Beach City Manager or Fire Marshal to the JFRD Division Chief of Fire Prevention.
3. Either party may terminate these Fire Plans Review services by the JFPRO by providing a thirty (30) day written notice of termination.

3. *Fire Investigations*

(a) JFRD will provide, on behalf of the City of Jacksonville Beach, all fire investigations as required by law or JFRD SOG 428 *Request for Investigator*. These scenes include but are not limited to:

1. Residential and commercial structure fires.
2. Vehicle and boat fires
3. Suspected arson fires
4. Fires involving injury to civilians or firefighters

(b) JFRD will be responsible for notifying the State Fire Marshal as required by law.

EXHIBIT E
JACKSONVILLE BEACH FIRE DEPARTMENT PERSONNEL

Date Last Updated 2/7/2019

Last Name	First Name	Position Title
HUNTER	RICHARD	FIRE CAPTAIN/SHIFT COMMANDER
MCAVOY	RYAN	FIRE CAPTAIN/SHIFT COMMANDER
RICE	DAVID	FIRE CAPTAIN/SHIFT COMMANDER
DAWSON	EDWARD	FIRE LIEUTENANT
MCDANIEL	JOHN	FIRE LIEUTENANT
NASH	JEFFREY	FIRE LIEUTENANT
REICHERT	DAMIEN	FIRE LIEUTENANT
SHEEHAN	RYAN	FIRE LIEUTENANT
TANNER	ROBERT	FIRE LIEUTENANT
METCALF	POLINE	FIRE TRAINING LIEUTENANT
GRESSMAN	CALEB	FIREFIGHTER/ENGINEER
HENDRICKS	BRYSON	FIREFIGHTER/ENGINEER
KIRSHBAUM	BETSY	FIREFIGHTER/ENGINEER
KIRSHBAUM	TODD	FIREFIGHTER/ENGINEER
KOON	ROBERT	FIREFIGHTER/ENGINEER
MCCOY	PATRICK	FIREFIGHTER/ENGINEER
MCILLWAIN	SCOTT	FIREFIGHTER/ENGINEER
MCLERREN	MATTHEW	FIREFIGHTER/ENGINEER
NUGENT	WILLIAM	FIREFIGHTER/ENGINEER
O'SHELL	SHAWN	FIREFIGHTER/ENGINEER
PEARSON	ADAM	FIREFIGHTER/ENGINEER
RICHTERS	WILLIAM	FIREFIGHTER/ENGINEER
SEGURA	ALLEN	FIREFIGHTER/ENGINEER
SPARROW	JASON	FIREFIGHTER/ENGINEER
TROYER	GERARDO	FIREFIGHTER/ENGINEER
WIGGINS	JOHN	FIREFIGHTER/ENGINEER
DILKS	KYLE	FIREFIGHTER/ENGINEER
WAKELEY	KEVIN	FIREFIGHTER/ENGINEER

EXHIBIT F

**City of Jacksonville Beach Firefighters' Retirement System
September 30, 2017
Summary Annual Report**

The City of Jacksonville Beach Firefighters' Retirement System is a defined benefit pension plan administered by a Board of Trustees. It was established by City Ordinance 2000-7783 and amended thereafter by ordinances pertaining to this System. It is intended to be administered under Chapters 112 and 175, F.S. The plan year ends on September 30th, and records are maintained on a plan year basis.

The Board of Trustees is the Plan Administrator. The following individuals are members of the Board of Trustees:

Gaylord George Candler, Citizen Representative
Dennis Povloski, Citizen Representative
Edward Dawson, Employee Representative
Ronald Rabon, Employee Representative
Deborah White, Fifth Member

The Board of Trustees is the agent for the services of legal process. Their address is:

11 North Third Street
Jacksonville Beach, Florida 32250

A description of the benefits of the System and the sources of funding are attached. Claims for benefits should be filed with the Board of Trustees at the Human Resources Department. If a claim is denied, you will be notified and informed of the procedure to request a hearing before the Board of Trustees. Claim denials are generally limited to failure to meet the eligibility requirements for a benefit.

As of September 30, 2017, there were 20 retired members, 0 DROP members and 3 beneficiaries of deceased members receiving annual benefits of \$748,264 from the Retirement System. Active members not in the DROP totaled 30 with an annual payroll of \$2,161,712. There were no terminated members eligible for future benefits.

EXHIBIT F
Fiscal Year End September 30, 2017 Summary

The City contributed \$337,958 and \$163,417 was received under the provisions of Chapter 175, F.S., during the 2016-2017 fiscal year. The additional premium tax revenue under Chapter 99-1, Laws of Florida as of September 30, 2017 was \$27,608. The employer contribution rates for the fiscal year, expressed as percents of payroll were:

<u>Contributions for</u>	<u>Percents of Active Member Payroll</u>
Normal Cost	6.40%
Expenses	3.59
Unfunded Actuarial Accrued Liabilities	<u>15.77</u>
Total	25.76

The September 30, 2017 actuarial report indicated that the actuarial accrued liability was 77.6% funded for past service liabilities.

Contributions to the System during the year were equal to or greater than the actuarially determined amount needed to comply with the provisions of Chapters 112 and 175, Florida Statutes.

It is the actuary's opinion that the required contribution rates determined by the most recent actuarial valuation are sufficient to meet the Retirement System's funding objective, presuming continued receipt of required contributions when due.

A copy of the annual audit report is available for inspection at the Human Resources Department.

Board of Trustees

EXHIBIT F
**Summary of Benefit Provisions
(as of October 1, 2017)**

NORMAL RETIREMENT (NO REDUCTION FACTOR FOR AGE):

Eligibility

Members with more than 10 years of service as of July 21, 2014: 30 years of service regardless of age, or age 52 with 25 or more years of service, or age 55 with 5 or more years of service.

Members with less than 10 years of service as of July 21, 2014: 30 years of service regardless of age, or age 52 with 25 or more years of service, or age 55 with 10 or more years of service.

Mandatory Retirement Age - None.

Pension Amount

Members Not Eligible for Normal Retirement as of July 21, 2014: Total credited service times 3.0% of final average compensation. Maximum pension is 90% of final average compensation of \$90,000, whichever is less. Accrued benefits as of July 21, 2014 in excess of the maximum amount are retained.

The normal form of benefit is a benefit payable for the life of the retired member with the first 10 years guaranteed. Optional benefit forms are available on an actuarial equivalent basis.

Final Average Compensation - Highest 5 years out of last 10. Compensation includes base pay plus longevity and incentive pay. Excludes overtime and all other forms of compensation.

EARLY RETIREMENT:

Eligibility - 20 years of service or age 50 with 10 years of service as of July 21, 2014. Members that do not meet these conditions are not eligible for Early Retirement.

Pension Amount - Computed as regular retirement, but reduced to take into account earlier commencement of retirement income payments, as follows:

3.0% per year reduction prior to Normal Retirement

DEFERRED RETIREMENT (VESTED BENEFIT):

Eligibility - 10 or more years of service for members with less than 5 years of service and new hires as of July 21, 2014. Benefit begins at the earlier of: age 55 with 10 years of service, age 52 with 25 years of service, and age 65 with 5 years of service.

Members with 10 or more years of service as of July 21, 2014: 5 or more years of service. Benefit begins at regular retirement age of 55.

EXHIBIT F

Summary of Benefit Provisions (Continued)

Pension Amount - Computed as a normal retirement but based upon service and final average compensation at time of termination.

DUTY DISABILITY RETIREMENT:

Eligibility - No age or service requirements.

Pension Amount - Computed as a normal retirement to regular retirement age. Minimum benefit is not less than 50% of final average compensation. At regular retirement age, the participant has the option to have the benefit re-computed as a normal retirement with additional service credit granted from date of retirement to the later of normal retirement age or five years after date of disability. Minimum benefit is not less than 42% of final average compensation.

NON-DUTY DISABILITY RETIREMENT:

Eligibility - 10 or more years of service.

Pension Amount - Computed as a normal retirement. Minimum benefit is not less than 25% of final average compensation.

DUTY DEATH BEFORE RETIREMENT:

Eligibility - No age or service requirements.

Pension Amount - To spouse: 100% of the normal retirement benefit. Minimum benefit is not less than 35% of final average compensation.

NON-DUTY DEATH BEFORE RETIREMENT:

Eligibility - 5 or more years of service for members with more than 5 years of service as of July 21, 2014. 10 or more years of service for members with less than 5 years of service and new hires as of July 21, 2014.

Pension Amount - To spouse: 100% of the normal retirement benefit.

MEMBER CONTRIBUTIONS: 7.95% of pay.

COST-OF-LIVING ADJUSTMENTS: A one-time, permanent benefit increase of 2% was granted to retirees who retired before January 1, 2009. Retirees who retire after January 1, 2009 and before July 21, 2014 will receive on the 2nd anniversary of retirement, a 2% benefit increase and an additional 2% compounded annually, inclusive of certain periods and/or survivor benefits. Members who were employed on and retire after July 21, 2014 receive a 2% benefit increase for service earned before July 21, 2014 and a 1% increase for service earned after July 21, 2014, compounded annually beginning two years after retirement. Members hired after July 21, 2014 are not eligible for a COLA.

PREMIUM TAX MONIES: A distribution of property insurance premium tax monies collected by the State pursuant to Chapter 175, Florida Statutes.

EXHIBIT F

Summary of Benefit Provisions (Concluded)

CITY CONTRIBUTIONS: Actuarially determined amounts which together with member contributions and premium tax monies are sufficient to at least cover the requirements of the funding objective.

FORFEITURE OF RETIREMENT BENEFITS: Retirement benefits granted by the Retirement System are subject to forfeiture if an employee is convicted of an offense specified in Sections 112.3173 and 175.195, Florida Statutes, pursuant to the procedures set forth in the cited statute.

PRIOR SERVICE PURCHASES: A former member with credited service who wishes to return to City employment may restore the forfeited credited service to receive credit for prior service within ninety (90) days after return to city employment.

DEFERRED RETIREMENT OPTION PROGRAM (DROP): Any eligible member of the Retirement System who meets the requirements of retirement may elect to participate, deferring receipt of retirement benefits while continuing employment with the City. The deferred monthly benefits shall accrue in the reserve for pension payments fund on behalf of the participant, plus 3.5% annual interest compounded monthly less a service fee, for the specified period of the DROP participation not to exceed 36 consecutive months. Upon termination from the DROP, the participant shall receive all accrued DROP benefits either by lump sum, direct rollover or partial lump sum. The DROP was closed to new members on July 21, 2014.

BACKWARDS DEFERRED RETIREMENT OPTION PROGRAM (BACKDROP):

Eligibility - Same as normal retirement. Member must not be participating in the DROP on July 21, 2014 and must continue employment beyond the normal retirement date. The member may elect a BackDROP period for the number of months worked beyond their normal retirement date, up to a maximum of 36 months.

Amount of Pension - Computed as if the member had chosen to terminate on a day chosen by the member but not before the member's normal retirement date, using credited service and final average salary at the BackDROP date. In addition to the pension, there will be a lump sum payment equal to the pension benefits the member would have received had he/she retired on the BackDROP date with interest at the rate of 3.0% per year.

CLAIMS PROCEDURE: Claims for benefits should be filed with the office of the City Clerk. If a claim is denied, you will be notified and informed of the procedure to request a hearing before the Board of Trustees. An applicant for benefits must appeal said denial within twenty (20) days of being informed of the denial by filing an appeal with the Board Secretary. If no appeal is filed within the time period then the denial shall be final.

DISCLAIMER: The preceding summary briefly describes the principle benefits of the Retirement System. Detailed benefit conditions and limitations are contained in the City of Jacksonville Beach Firefighters' Retirement System Ordinance as amended, which establishes the System. The Internal Revenue Code, Florida Statutes, and the Ordinance all govern the operation of the System, and should be consulted before you take any action concerning your membership or benefits. In case of any conflict between this Summary and the Ordinance or other applicable law, the Ordinance or other applicable law will prevail. Copies of the Ordinance are available at the office of the City Clerk.

EXHIBIT F

Accounting Information Submitted for Valuation

Revenues and Expenditures

	Year Ended September 30, 2017	Year Ended September 30, 2016
Revenues:		
a. Member contributions	\$ 168,792	\$ 160,567
b. City contributions	337,958	223,486
c. Premium taxes from State	163,417	198,555
d. Total contributions to System	\$ 670,167	\$ 582,608
e. Investment income:		
1. Interest and dividends	280,180	310,476
2. Realized gain on investments	322,149	74,991
3. Unrealized gain on investments	748,158	500,022
4. Investment expense	(28,392)	(30,311)
f. Total investment income	\$1,322,095	\$855,178
g. Total revenues	\$1,992,262	\$1,437,786
Expenditures:		
a. Refunds of member contributions	0	0
b. Benefits paid	750,335	933,482
c. Administrative expenses	71,311	62,635
d. Total expenditures	\$ 821,646	\$ 996,117
Reserve Increase:		
Total revenues minus total expenditures	\$ 1,170,616	\$441,669

Summary of Assets (Market Value)

	Year Ended September 30, 2017	Year Ended September 30, 2016
Cash and Short-term Investments	\$ 323,816	\$ 111,558
Due from Other Government Units	8,432	39,952
Receivables less payables	18,909	13,643
Real Estate	640,916	none
U.S. Government Securities	1,021,936	1,141,363
Bonds - government	none	none
- corporate	2,233,317	1,991,756
Stocks - common	none	none
- preferred	none	none
Other (equity mutual funds)	8,064,782	7,843,220
Total assets	\$12,312,108	\$11,141,492

EXHIBIT G

CITY OF JACKSONVILLE PUBLIC SAFETY DEFINED CONTRIBUTION PLAN

SUMMARY OF PLAN PROVISIONS

EXHIBIT G

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CITY OF JACKSONVILLE PUBLIC SAFETY DEFINED CONTRIBUTION PLAN

SUMMARY OF PLAN PROVISIONS

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

City of Jacksonville Public Safety Defined Contribution Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan. Generally you are not taxed on the amounts we contribute to the Plan until you withdraw these amounts from the Plan.

What information does this Summary provide?

This Summary of Plan Provisions contains information regarding your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this summary to get a better understanding of your rights and obligations under the Plan.

If you have any questions about the Plan, please contact the Administrator or other plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this summary in the Article entitled "General Information About the Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this summary conflicts with the language of the Plan document, then the Plan document always governs.

The Plan and your rights under the Plan are subject to various laws, including the Internal Revenue Code. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan.

Types of Contributions. The Plan includes provisions for the following types of contributions:

- Employer nonelective contributions
- Mandatory employee contributions
- After-tax voluntary employee contributions

ARTICLE I PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- all employees except Certified Public Safety Officers

Eligibility Conditions. You will be eligible to participate in the Plan on your date of hire. However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

Entry Date. Your Entry Date will be the date on which you satisfy the eligibility requirements.

What happens if I'm a participant, terminate employment and then I'm rehired?

If you are no longer a participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.

EXHIBIT G

ARTICLE II EMPLOYEE CONTRIBUTIONS

What are after-tax voluntary contributions?

Voluntary contributions. As a participant under the Plan, you may make voluntary contributions to the Plan on an after-tax basis. After-tax contributions are subject to current taxation even though they are contributed to the Plan. However, any earnings you receive on your voluntary contributions made to the Plan will generally not be taxed until you withdraw those amounts from the Plan. When you retire or otherwise become eligible for Plan benefits, the value of your voluntary contribution account will be used to provide additional benefits for you or your beneficiaries.

You will always be 100% vested in your voluntary contributions (see the Article in this summary entitled "Vesting"). This means that you will always be entitled to all of your voluntary contributions. Your voluntary contributions will, however, be affected by any investment gains or losses.

Withdrawal of voluntary contributions. You may withdraw amounts in your voluntary contribution account at any time. You will only be taxed on the portion of a distribution that consists of investment gains. You should see the Article entitled "Benefits and Distributions Upon Termination of Employment" for an explanation of how benefits (including your voluntary contribution account) are paid from the Plan.

What are mandatory employee contributions?

Mandatory contributions. As a condition of employment, you must agree to contribute 9.7% of your compensation to the Plan. You will always be 100% vested (your ownership rights) in any required amounts you elect to contribute to the Plan.

Withdrawal of mandatory contributions. You may not withdraw required contributions prior to your termination of employment.

Treatment as Employer contributions. The mandatory contribution you make is considered, for purposes of federal taxes, to be an Employer contribution (many people refer to these as pick-up contributions because the Employer is picking up the contribution as though it were making the contribution). This means that the mandatory contribution is not subject to federal income taxes, and in most cases, will not be subject to Social Security and Medicare taxes. This summary still refers to these contributions as mandatory employee contributions in order to avoid confusion with respect to other Employer contributions that may be made under the Plan.

ARTICLE III EMPLOYER CONTRIBUTIONS

This Article describes Employer contributions that will be made to the Plan.

What is the Employer nonelective contribution and how is it allocated?

Nonelective contribution. Your Employer will make a nonelective contribution equal to 24.7% of your Compensation for each pay period.

Allocation conditions. You will always share in the nonelective contribution regardless of the amount of service you complete during the Plan Year.

What are forfeitures and how are they allocated?

Definition of forfeitures. In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be "vested" in (entitled to) all of the contributions until you have been employed with the Employer for a specified period of time (see the Article entitled "Vesting"). If a participant terminates employment before being fully vested, then the non-vested portion of the terminated participant's account balance remains in the Plan and is called a forfeiture.

Allocation of forfeitures. Forfeitures will be allocated as follows:

- Forfeitures may first be used to pay any administrative expenses.
- Any remaining forfeitures will be at plan sponsor discretion

ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

Definition of compensation. For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year.

EXHIBIT G

Adjustments to compensation. The following adjustments to compensation will be made:

- **Corrections:** A and P Inspection Cert, ASE Certification, Additional Route Pay, Aerial Bucket Work Diff, Back Pay Settlement, Building Inspector Cert, Call Back Pay, City Education Pay Fire, City Language Incentive, Comp Special Leave Payment, Compensatory Leave Payment, Double Time Overtime, Double Time Police OT, Drivers Lic Incentive Flat, Drivers License Incentive Flat, Drivers License Incentive NR, Drivers License Incentive Retro, EMT Certification, EMT Certification Pay Fire, Education Incentive, Event Pay Flat, Event Pay Hourly, FLSA 7K Overtime, Field Officer Training Pay, Fire Holiday Hours, Fire Inspector Certifctn, Fire Inspector Certification Pay Fire, Fluctuating Hours Overtime, Fluctuating Schedule Daily Earnings, Hazardous Duty Pay Fire, Hazardous Duty Pay Flat, Hazardous Duty Pay Hourly, Hazardous Duty Pay Temp Hourly, Hazmat Diff, Holiday OT Fire, Holiday Overtime Half Time, Holiday Pay Hourly Emp, Hourly Employee OT Pay, Hourly Pay, Job Differential, L Retro Out of Class Pay, L Retro Overtime Pay, L Retro Shift Pay, Leave Deferment Payment, Leave Rollback, Leave Sellback, Lic Helicopter and Fixed ing Pilot, Military Supplement Pay, Out of Class Pay, Out of Class Pay JFRD, Overtime Exempt Defined, Overtime FLSA Covered, Overtime FLSA Covered Police, Overtime FLSA Exempt, Overtime FLSA Exempt Police, PF Monthly Earning, PL AL Pay with Deferment, Paramedic Certification, Paramedic Certification Pay Fire, Planner Certification, Plans Examiner Certification Flat, Plans Examiner Certification Monthly, Police Holiday Hours, Prison Crews Diff, Public Works Certification, Regular Earning Hourly, Retro Certification Pay, Retro City Education Pay, Retro Drivers License Incentive, Retro Hazardous Duty Pay, Retro Holiday Pay, Retro Incentive Pay, Retro Military Supplement Pay, Retro Out of Class Pay, Retro Overtime Pay, Retro Pay for Supervisor Diff, Retro Police OT Pay, Retro Shift Pay, Retro Special Assignment Pay Fire, Retro Special Operations Pay, Salary, Shift Pay 3_0,Shift Pay 3_5,Shift Pay 3_75,Shift Pay 6_0,Shift Pay 7 Cent, Special Assignment Pay JFRD, Special Military Lv Pay, Special OT BU630_190,Special OT BU630_90,Special Operations Pay Fire, Stand By Pay, Stand By Pay Flat Revised, State Incentive Basic, State Incentive Career, State Incentive Education, State Incentive Fire, State Incentive Pay Fire, Std OT Salaried FLSA Fire, Straight Overtime, Straight Time Hours Over 40,Term Lv RL FRS Death, Term Lv Ret Sick, Terminal Lv PL AL, Terminal Lv PL AL State, Wages Paid To Beneficiary, Workers Comp Adjustment, Allowance Auto, Allowance Clean Clothing Supp, Allowance Cleaning Fire Supp, Allowance Communication, Allowance Meal, Allowance Meal Fire, Allowance Non Taxed, Allowance Shoe Supp, Allowance Tool Supp, Allowance Transfer, Allowance Transfer Fire, Bonus, City Recruitment Bonus, Correctional Officers Pension Refund, Death Benefit, Emp Rec Award, Exceed Max of Range Pay, FIT Subject to Not Withheld Adj, FLSA Bonus DOT, FLSA Bonus OT, FLSA Bonus SOT, FLSA Payment, Holiday Leave Sellback, Judgements Claims Loss, Lump Sum Payment, Neg Pay Adj City Education Incentive, Neg Pay Adj No Pen Ded CY, Neg Pay Adj No Pen Ded PY, Neg Pay Adj State Career Incentive, Neg Pay Adj State Education Incentive, Neg Pay Adj Term Lv Transfer, Non Uniform Allowance, One Time Compensation, PA Shoe Allowance, Performance Bonus, Recognition Award, Refund PreTax, Refund Vacation Leave, Reimbursement Tuition Taxed, Severance Payment, Tuition Reimbursement, Tuition , Reimbursement Taxable, Wages Dec To Ben

Police and Fire: A and P Inspection Cert, ASE Certification, Additional Route Pay, Aerial Bucket Work Diff, Building Inspector Cert, Call Back Pay, City Language Incentive, Comp Special Leave Payment, Compensatory Leave Payment, Double Time Overtime, Double Time Police OT, Drivers Lic Incentive Flat, Drivers License Incentive Flat, Drivers License Incentive NR, Drivers License Incentive Retro, Education Incentive, Event Pay Flat, Event Pay Hourly, FLSA 7K Overtime, Fire Holiday Hours, Fluctuating Hours Overtime, Fluctuating Schedule Daily Earnings, Hazmat Diff, Holiday OT Fire, Holiday Overtime Half Time, Holiday Pay Hourly Emp, Hourly Employee OT Pay, Hourly Pay, L Retro Out of Class Pay, L Retro Overtime Pay, L Retro Shift Pay, Leave Deferment Payment, Leave Rollback, Leave Sellback, Lic Helicopter and Fixed Wing Pilot, Military Supplement Pay, Out of Class Pay JFRD, Overtime Exempt Defined, Overtime FLSA Covered, Overtime FLSA Covered Police, Overtime FLSA Exempt, Overtime FLSA Exempt Police, PF Monthly Earning, PL AL Pay with Deferment, Planner Certification, Plans Examiner Certification Flat, Plans Examiner Certification Monthly, Police Holiday Hours, Prison Crews Diff, Public Works Certification, Regular Earning Hourly, Retro Drivers License Incentive, Retro Holiday Pay, Retro Incentive Pay, Retro Military Supplement Pay, Retro Out of Class Pay, Retro Overtime Pay, Retro Police OT Pay, Retro Special Assignment Pay Fire, Retro Special Operations Pay, Salary, Special Military Lv Pay, Special OT BU630_190,Special OT BU630_90,Stand By Pay, Stand By Pay Flat Revised, State Incentive Basic, State Incentive Career, State Incentive Education, State Incentive Fire, State Incentive Pay Fire, Std OT Salaried FLSA Fire, Straight Overtime, Straight Time Hours Over 40,Term Lv RL FRS Death, Term Lv Ret Sick, Terminal Lv PL AL, Terminal Lv PL AL State, Wages Paid To Beneficiary, Workers Comp Adjustment, Allowance Auto, Allowance Clean Clothing Supp, Allowance Cleaning Fire Supp, Allowance Communication, Allowance Meal, Allowance Meal Fire, Allowance Non Taxed, Allowance Shoe Supp, Allowance Tool Supp, Allowance Transfer, Allowance Transfer Fire, Bonus, City Recruitment Bonus, Correctional Officers Pension Refund, Death Benefit, Emp Rec Award, Exceed Max of Range Pay, FIT Subject to Not Withheld Adj, FLSA Bonus DOT,FLSA Bonus OT,FLSA Bonus SOT,FLSA Payment, Holiday Leave Sellback, Judgements Claims Loss, Lump Sum Payment, Neg Pay Adj No Pen Ded CY, Neg Pay Adj No Pen Ded PY, Neg Pay Adj State Career Incentive, Neg Pay Adj State Education Incentive, Neg Pay Adj Term Lv Transfer, Non Uniform Allowance, One Time Compensation, PA Shoe Allowance, Performance Bonus, Recognition Award, Refund PreTax, Refund Vacation Leave, Reimbursement Tuition Taxed, Severance Payment, Tuition Reimbursement, Tuition Reimbursement Taxable, Wages Dec To Ben

- compensation paid after you terminate employment will be excluded.

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2018 is \$275,000. After 2018, the dollar limit may increase for cost-of-living adjustments.

EXHIBIT G

Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2018, this total cannot exceed the lesser of \$55,000 or 100% of your annual compensation. After 2018, the dollar limit may increase for cost-of-living adjustments.

How is the money in the Plan invested?

Participant directed investments. You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan.

Earnings or losses. When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. The Plan permits the payment of Plan expenses to be made from the Plan's assets. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

Terminated employee. After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

Expenses allocated to individual accounts. There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other participants) because they are directly attributable to you under the Plan. The Administrator can inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

ARTICLE V VESTING

What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

100% vested contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- mandatory employee contributions
- after-tax voluntary contributions

Vesting schedules. Your "vested percentage" for certain Employer contributions is based on vesting Periods of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

EXHIBIT G

Employer Contributions

Your “vested percentage” in your account attributable to Employer contributions is determined under the following schedule. You will always, however, be 100% vested in these contributions if you are employed on or after your Normal Retirement Age or if you die or become disabled.

Vesting Schedule Nonelective Contributions	
Periods of Service	Percentage
0-6 Months	0%
6 months	25%
1 Year	50%
2 Years	75%
3 Years	100%

How is my service determined for vesting purposes?

Period of Service. You will be credited with a Period of Service for each twelve-month period from your date of employment until the date you terminate employment. The Administrator will track your service and will credit you with a Period of Service in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

What service is counted for vesting purposes?

Service with the Employer. In calculating your vested percentage, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

Excluded vesting service - prior to the Effective Date. For purposes of nonelective contributions, Periods of Service prior to October 1, 2017, which is the Effective Date of the Plan, will not be counted for vesting purposes.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

When will the non-vested portion of my account balance be forfeited?

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

- (a) of the distribution of your vested account balance, or
- (b) when you incur five consecutive 1-year Breaks in Service.

ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

Conditions and Limitations. Generally you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy the condition described below:

Account restrictions. You may request an in-service distribution only from the vested portion of the following accounts:

- voluntary employee contribution accounts (distributions may be made at any time)
- As to Mandatory Employee, After-tax Employee and Employer Contributions, retired or separated from service participants who are re-employed as part-time employees, are non-pension eligible and have reached Normal Retirement Age.

EXHIBIT G

ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination" for a further explanation.)

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

What happens if I terminate employment before death, disability or retirement?

If your employment terminates for reasons other than death, disability or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. (See the question entitled "How will my benefits be paid to me?" for additional information.)

What happens if I terminate employment at Normal Retirement Date?

Normal Retirement Date. You will attain your Normal Retirement Age when you reach age 50, or the age at which you have reached the 20th anniversary your hire date, if later. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

Payment of benefits. You will become 100% vested in all of your accounts under the Plan if you retire on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

What happens if I terminate employment due to disability?

Definition of disability. Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which has lasted or can be expected to last for a continuous period of at least twelve (12) months. Your disability must be determined by a licensed physician. However, if your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

Payment of benefits. If you become disabled while an employee, you will become 100% vested in all of your accounts under the Plan. Payment of your disability benefits will be made to you as if you had retired. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

How will my benefits be paid to me?

Forms of distribution. If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment.

EXHIBIT G

In addition, you must consent to receive any distribution of your vested account balance before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary)
- partial withdrawals

Delaying distributions. You may delay the distribution of your vested account balance. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire.

Medium of payment. Benefits under the Plan will generally be paid to you in cash only.

ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Beneficiary designation. You may designate a beneficiary for your death benefit. The designation must be made in accordance with the procedures set forth by the Administrator. You should periodically review your designation to ensure it continues to meet your goals.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

No beneficiary designation. At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

How will the death benefit be paid to my beneficiary?

Form of distribution. If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump-sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit in the same forms of payments that were available to you.

When must the last payment be made to my beneficiary?

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70 1/2 unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule."

EXHIBIT G

What happens if I'm a participant, terminate employment and die before receiving all my benefits?

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

ARTICLE IX TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax. You will not be taxed on your after-tax voluntary contributions to the Plan when they are distributed from the Plan. You will, however, be taxed on income attributable to those contributions.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or Direct Transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE X PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to Federal tax levies and judgments. The Federal government is able to use your interest in the Plan to enforce a Federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

EXHIBIT G

Can the Plan be amended?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with notification of the Plan's adverse determination. This written or electronic notification will be provided to you within a reasonable period of time.

ARTICLE XI GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is City of Jacksonville Public Safety Defined Contribution Plan.

Plan Effective Dates

This Plan was originally effective on October 1, 2017. The amended and restated provisions of the Plan become effective on October 8, 2018.

Other Plan Information

Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year ends on September 30.

Employer Information

Your Employer's name, address and identification number are:

City of Jacksonville
117 West Duvall Street, Suite 150
Jacksonville, Florida 32202
59-6000344

The Plan allows other employers to adopt its provisions. You or your beneficiaries may examine or obtain a complete list of employers, if any, who have adopted the Plan by making a written request to the Administrator.

Administrator Information

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain

EXHIBIT G

other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

The name, address and business telephone number of the Plan's Administrator are:

City of Jacksonville
117 West Duvall Street, Suite 150
Jacksonville, Florida 32202
(904) 630-2405

CITY OF JACKSONVILLE BEACH
 10 YEAR COST ANALYSIS FOR FIRE SERVICES

Year	Total Costs (retain department)	Operating Costs (contract out)	Contract Amount	Total Costs (contract out)	Annual Savings
2020	4,584,984	1,474,801	2,220,000	3,694,801	890,183
2021	4,716,936	1,086,473	2,275,500	3,361,973	1,354,963
2022	4,852,783	1,095,809	2,332,388	3,428,196	1,424,587
2023	4,992,639	1,105,402	2,390,697	3,496,099	1,496,540
2024	5,136,623	1,115,260	2,450,465	3,565,724	1,570,899
2025	5,284,858	1,125,390	2,511,726	3,637,116	1,647,742
2026	5,437,469	1,135,800	2,574,519	3,710,320	1,727,150
2027	5,594,586	1,146,498	2,638,882	3,785,381	1,809,205
2028	5,756,341	1,157,492	2,704,854	3,862,347	1,893,995
2029	5,922,873	1,168,791	2,772,476	3,941,267	1,981,607
TOTALS	52,280,094	11,611,717	24,871,508	36,483,224	15,796,870

10 year projection assumes no changes in state legislation, City ordinances or economic conditions

No projection beyond 10 years as assumptions become less reliable

Pension costs will paid in full at year 10 of the agreement

Beginning in 2030, COJB will cease to receive Discretionary Sales Tax revenues, estimated at \$1,400,00

JBFD Overlapping Incidents

March 21, 2019

Column "A" represents the number of times that 2 incidents were ongoing at the same time.

This would be the number of times there would not be immediate fire protection available if Jacksonville was to take over services.

Column "B" represents the number of times that 3 incidents were ongoing at the same time.

Jacksonville would not have a unit immediately available at Jacksonville Beach to answer the third call if they were providing service. This is one of the reasons Jacksonville Beach staffs three combat units.

Column "C" represents the number of times that 4 incidents were ongoing at the same time.

While this is not common, it does happen. As already stated, Jacksonville would not have a unit immediately available. Jacksonville Beach staffs 3 combat units and a Shift Commander. In these cases, the Shift Commander responds to these additional incidents.

	A	B	C
January 2017	43	3	1
February 2017	41	7	1
March 2017	40	2	0
April 2017	43	3	0
May 2017	65	6	1
June 2017	53	6	0
July 2017	47	2	0
August 2017	43	1	1
September 2017	70	11	2
October 2017	46	1	0
November 2017	29	1	0
December 2017	39	4	0
2017 Totals	559	47	6

	A	B	C
January 2018	48	4	0
February 2018	26	3	1
March 2018	25	0	0
April 2018	47	5	0
May 2018	44	3	0
June 2018	40	3	0
July 2018	32	2	0
August 2018	44	4	1
September 2018	36	2	0
October 2018	39	5	1
November 2018	31	2	0
December 2018	45	3	0
2018 Totals	457	36	3

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
[P] 904.247.6268
[P] 904.247.6276

www.jacksonvillebeach.org

To: Mike Staffopoulos, City Manager

From: David Whitmill, Fire Chief

Date: March 15, 2019

Re: Fire Department "Soft Services"

Mike,

Per your request, I have prepared a list of "Soft Services" that the Jacksonville Beach Fire Department contributes to the operations of the City of Jacksonville Beach on a daily, monthly, or annual basis. This list may not include every additional service we provide but is a snapshot of our efforts to improve the quality of life in our community.

I have grouped the services into 3 categories to show that we do much more than simply respond to emergencies: General Services; Emergency Management Responsibilities; and Radio System Responsibilities.

GENERAL SERVICES:

- Daily Blood Pressure Screenings
- Same Day Smoke Detector Installations (219 new installs and 482 battery checks for calendar year 2018)
- Child Safety Seat Installations (174 for calendar year 2018)
- Staff Special Events when alcohol is served or attendance numbers require additional staffing- this includes (1) two-person bike team and (1) two-person John Deere ATV staffed with EMT/Paramedics
- On-Site CPR Instruction to City Departments, Local Businesses, Day Care Facilities
- On-Site Fire Extinguisher Training to City Departments, Local Businesses, Day Care Facilities
- Grease Fire Training to Local Businesses and Community, Day Care Facilities, Schools
- Monthly Fire Drills to our Local Public and Private Schools
- Fire Safety Lectures to the Local Business Community
- Fire Prevention and Safety Training to Day Care Facilities up through Middle School Grades
- Hazard Communication Program/Training for all City Departments



- Annual Fit-testing of City Employees who are required to wear Self Contained Breathing Apparatus (required by OSHA)
- Confined Space Rescue Team for Jax Beach Public Works and Beaches Energy
- Maintain the City's 10 AEDs located in our City Buildings
- Fire Prevention Week Activities:
 - School Tours at the Fire Stations
 - Fire Truck Static Displays, Activities, and Education at the Local Schools
- Static Displays at Community Events:
 - JBPD Fishing Rodeo, National Night Out, Christmas Party, Youth Police Academy
 - Opening of the Beaches Parade
 - Deck the Chairs
 - JBFD hosts the Police Halloween Party at our South Beach Station

EMERGENCY MANAGEMENT RESPONSIBILITIES:

- Annual Hurricane Preparedness Training/Exercise for City Staff
- Annual POD (points of dispensing) Exercise
- Hurricane Preparedness Training for our Senior Living Facilities
- ICS/FEMA Documentation for all City Employees (required for FEMA reimbursement)
- Maintain and Update the MCEMP (Emergency Plan)
- Liaison with COJ Emergency Operations Center Pre, During, and Post Event
- Stand up the City Emergency Operations Center:
 - Locally in Jacksonville Beach
 - UNF if an evacuation is required
 - Staff as required
- Spearhead Recovery Efforts:
 - Perform Rapid Damage Assessments and Search & Rescue Activities
 - Staff a Medical Triage Team at Baptist Beaches Medical Center prior to the Emergency Room reopening
 - Work with other Department Directors in a Unified Command Model
 - Collaborate with Public Works on Debris Management
 - Ensure the City gets the Equipment and Resources needed from the County through the County EOC

- Work with Accounting on proper documentation for FEMA reimbursement
- Continue Fire and EMS Services while conducting all the above

RADIO SYSTEM RESPONSIBILITIES:

- Maintain an inventory of all Mobile and Portable Radios in the City
- Ensure FCC Licensing is current
- Schedule and Oversee any maintenance/repairs to our radios, system, or tower as needed
- Ensure Radio Interoperability with outside agencies
- Coordinate Radio and Equipment Purchases for all City Departments

Staffing Level Dip Below Minimum Manning of 8
 Jan 01, 2018 thru Feb 28, 2019
 (14 Month Period)

DATE	# HOURS	TIME PERIOD	REASON
2/19/2019	3 hours	0800-1100	Sick Leave Usage
2/14/2019	2 hours	1500-1700	Vac Usage (Lt had to be sent home due to attempting to work beyond 72 hour limit)
2/1/2019	2.5 hours	0800-1030	Sick Leave Usage
12/31/2018	3 hours	0500-0800	Sick Leave Usage
10/29/2018	2.5 hours	0800-1030	Family Sick Leave Usage
10/25/2018	1.5 hours	0800-0930	Sick Leave Usage
9/20/2018	4 hours	0800-1200	Pre-Approved Comp Time
8/3/2018	4 hours	0400-0800	Pre-Approved Comp Time
7/30/2018	4 Hours	0800-1200	Fire Dept Physical
7/26/2018	3.5 Hours	0800-1130	Fire Dept Physical
5/18/2018	2 Hours	1300-1500	Sick Leave Usage
3/18/2018	1 Hour	1600-1700	Employee Given Emergency Leave due issue at house
2/27/2018	4 Hours	0800-1200	Sick Leave Usage
TOTAL	37 HOURS		

Of 10,224 hours there were 37 hrs where staffing level was dropped to 7 due to an unusual circumstance or someone getting ill during the shift

THE EFFECT OF FIREFIGHTER CREW SIZE ON TIME TO COMPLETE ESSENTIAL FIRE FIGHTING TASKS

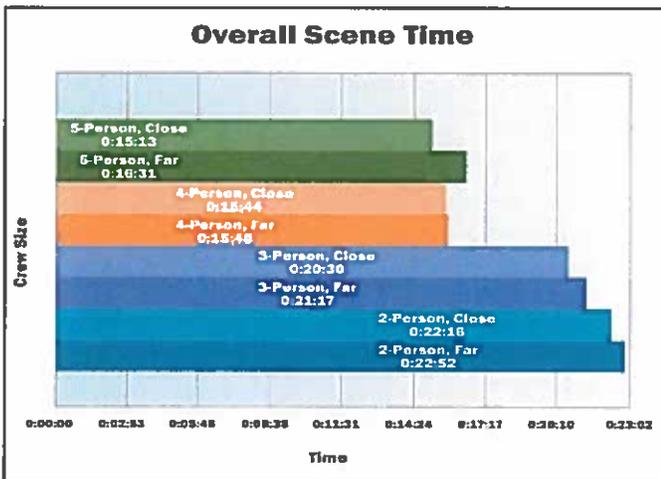
Many individual tasks have to be completed to control and extinguish a fire. The time before a fire grows large enough to go beyond the room of origin and becomes out of control can be quite small. Arriving early and completing tasks quickly and efficiently is understandably a goal of every fire department, but firefighter safety must not be compromised by sending too few firefighters to perform fireground tasks. A scientifically based research project¹ has provided data to compare the time it takes different crew sizes to complete twenty-two essential tasks that must be performed on low hazard structure fires that occur in communities throughout North America.

Overall Scene Time

Overall scene time is the time that it takes the firefighters to complete all 22 tasks. Four- and five-person crews operating on a low-hazard structure fire were able to complete the 22 essential firefighting and rescue tasks 7 minutes faster—nearly 30 percent faster than two-person crews and 5.1 minutes—25 percent faster than three-person crews.

The overall scene time measure is critical to the fire crew's ability to complete their work safely and return to the station in order to be available for the next fire call. In addition, firefighter crews that complete several of the tasks simultaneously, rather than consecutively, are able to complete all tasks and are less fatigued. It is important to note that previous studies have documented significant benefits for five-person crews for medium- and high-hazard structures, particularly in urban settings, unlike the low-hazard residential fire scenario examined in this study.

The following graph shows task completion time by crew size and the interval between arrival of successive apparatus (close stagger vs. far stagger).



Saving 5 to 7 minutes in controlling and extinguishing a fire can be the difference between a fireground success and a tragedy.

NIST Report on Residential Structure Fire

The study is the first to quantify fire service lifesaving and firefighting operations for a low-hazard residential structure including the effects of changes in crew size, arrival time, and stagger on rescue and suppression effectiveness.¹

The study included more than 60 controlled fire experiments, both in our large fire laboratory and at the custom low-hazard residential burn building constructed at the Montgomery County Training Academy.

Overall, the results of the study show that the number of fire service crew members in each company responding to a fire in a 2,000 square-foot, two-story structure had a substantial effect on the crew's ability to protect lives and property. The results also provide quantitative data to fire chiefs and public officials responsible for determining safe staffing levels, appropriate station locations, and necessary funding for community and firefighter safety.

Methods

A team of fire service experts designed a research methodology that led to over 60 experiments measuring time-to-task completion with crew sizes of two, three, four, and five firefighters, with different arrival times and different intervals between arrival of each apparatus. A burn building with sophisticated instrumentation was specially constructed for the project. Twenty-two key tasks were measured, beginning with the first engine stopped at the fire hydrant and ending with a fan operating at the front door for mechanical ventilation. Using firefighters acquainted with the tasks as timers and corroborating their data with video records, the researchers accurately timed each task as it was performed by the different crew sizes. Personnel from the Montgomery County (Maryland) and Fairfax County (Virginia) Fire and Rescue Departments performed the various tasks specified by the research methodology.



¹ Funded by a grant from the Department of Homeland Security/Federal Emergency Management Agency Grant Program Directorate for Assistance to Firefighters Grant Program, the project was conducted by a research partnership of the Commission on Fire Accreditation International, the International Association of Fire Chiefs, the International Association of Firefighters, the National Institute of Standards and Technology, and Worcester Polytechnic Institute. The complete report is available for download at http://www.nist.gov/cgibin/view_pub.cgi?pub_id=904607&division=866

TALKING POINTS FOR AFFILIATES



These talking points are intended to hit the most important findings in the research. You know your community best and you understand best how this new study applies to your situation, so use these talking points in the manner that suits you and in the context that works most effectively for you.

This study is a wake up call for decision makers... that responding with more fire fighters per fire apparatus makes a critical difference in the time it takes to put out a fire and save potential victims trapped in a high-rise building.

When discussing budget and staffing issues... if you have high-rise buildings in your jurisdiction — whether they are office buildings, hotels, apartment buildings or health care facilities — and you are responding with four, three or fewer fire fighters on a rig, you are deciding that the cost of adding a fire fighter to each engine or ladder truck in the stations that respond to those areas is greater than the cost of the lives and property that will likely be lost in the event of a high-rise fire with victims trapped. And if you are in a jurisdiction with a high density of high-rise structures, and you have less than five on a rig, you are playing the odds and putting lives in needless danger.

Simply put, the scientific evidence shows... more fire fighters on each fire engine and truck matters when it comes to saving lives and putting out fires in high-rise and residential fires. You **CANNOT** make up the difference by simply saying, “We’ll send more trucks to get more fire fighters to the scene.” Doing so results in lost time, and now NIST has shown that in both high-rise and residential fire scenarios, that type of decision-making will likely cost lives and increase property damage.

Examples that illustrate the facts

1. With 5- and 6-person crews, while one fire fighter stays in the lobby to ventilate the stairwells for evacuating occupants, the remaining crew ascending to begin the search on the fire floor can split into two search teams of at least two fire fighters each to cover more area quickly. Smaller crews of three or four fire fighters cannot use the same search strategy. It’s easy math.
2. A fire department rescue operation is a **race against time**. It’s a race between destruction and death and the rescue and suppression activities of the fire fighters. If you don’t have enough fire fighters on the scene to engage **EARLY** during the window of opportunity that exists before the fire gets out of control, then the race will likely be lost. It is difficult, if not impossible, to ‘catch up’ after the window closes. And we lose more property and, many times, more lives.



QUESTIONS AND ANSWERS

What prompted NIST and the study partners to undertake this study?

High-rise fires pose unique and potentially catastrophic risks to Fire Departments. Because of their size and scope, high-rise fires test the limits of fire department manpower and resources. NIST conducted this study to provide Fire Departments with detailed quantitative data on high-rise fires so fire departments and local elected officials make informed decisions about funding resources before high-rise fires occur.

What is the key take-away from this study for fire chiefs in cities with high-rises?

Seconds can mean the difference between life and death in any fire. Time becomes more precious in a high-rise fire with the potential for many more victims and exponentially greater property damage. The NIST study shows conclusively that responding with more fire fighters per fire apparatus makes a critical difference in the time it takes to put out a fire and save potential victims trapped in a high-rise building.

Is this the first time a study like this has been done?

Fire Departments over the years have gathered valuable anecdotal data on how to respond to high-rise fires. But until now, there has been no formal examination of the impact of various deployment strategies on high-rise fires. The NIST high-rise study will most certainly help fire departments formulate the most effective method for responding to these emergencies.

In 2010, NIST released a similar study that showed the size of fire-fighting crews has a substantial effect on the fire service's ability to protect lives and property in low hazard residential fires.

Are there more or fewer risks of high-rise fires today?

High-rise buildings are no longer found only in major metropolitan areas; they are now sprinkled across the landscape in suburban, outer-suburban and even rural areas. Though high-rise fires occur less frequently than other types of fires, about 43 happen every day. On average 53 people die each year in high-rise fires, 546 people are injured and property damage amounts to \$235 million annually.

How important are the findings in this study to the understanding of the fire service response to 9/11?

The terror attacks of 9/11 continue to provide important lessons to fire departments on deploying crews and communications. The NIST high-rise fire study now provides essential quantitative data on crew sizes and apparatus deployment that will no doubt be considered when fire fighters are called to respond to the next domestic terror attack.

For fire fighters what are some of the unique challenges to responding to high-rise fires?

Unlike most house fires, high-rise fires are high-hazard situations that pose unique operational challenges. They require a coordinated response from multiple stations and various fire apparatuses to attack the fire and rescue civilians. In addition, high-rise fires test the very limits of the endurance of individual fire fighters who must carry heavily equipment up several stories.

Are metropolitan fire departments as equipped and trained to handle these types of fires as they should be?

Fire departments across the nation have undergone a difficult period of fiscal austerity in the years since the 2008 financial crisis. While some city officials have resisted the temptation to slash department budgets and staffing, far too many have not. As a result too many fire departments are now responding to emergencies without the industry recommended number of fire fighters on rigs.

How important is staffing when it comes to high-rise fires? Do we have enough fire fighters to effectively respond to high-rise fires?

The right level of staffing provides fire officers with the ability to make critical strategic decisions on the fire ground. The right level of staffing allows fire crews to split up into teams so that some fire fighters can begin work in the lobby of the building assisting evacuating occupants while others can quickly enter and begin search and rescue.

