



Amended Agenda

City Council

Monday, October 7, 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

- 19-165 Special City Council Meeting held on September 9, 2019 (Tentative Budget)
- 19-166 Special City Council Meeting held on September 16, 2019 (Budget Adoption)
- 19-167 Executive Session of the City Council held on September 16, 2019 (Litigation)
- 19-168 Regular Council Meeting held on September 16, 2019

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- 19-169 Approve Employment Agreement with Mr. Chris Ambrosio for the Position of City Attorney

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- 19-170 Authorize the Mayor and City Manager to Execute an Agreement with the Duval County Property Appraiser and Tax Collector for the Use of Property Tax Collections to Fund Property Tax Audit Services **[Amended]**
- 19-171 Award RFP No. 08-1718 VOIP (Voice Over Internet Protocol) Phone Solution
- 19-172 Authorize the City Manager to Sign an Agreement with ChargePoint, Inc., for Services to Support Two Level 2 Plug-in Electric Vehicle Charging Stations Installed in Downtown Area Public Parking Lots
- 19-173 Approve the Resurface of Seven (7) Tennis Courts at Huguenot Tennis Facility by Nidy Sports Construction Co., in the Amount of \$44,925.00
- 19-174 Approve the City Manager's Authorization for the Emergency Point Repair of the Partially Collapsed 10-inch Cast Iron Sanitary Sewer Main and Site Work Restoration on 3rd St. N. between 11th and 12th Ave. N.

RESOLUTIONS

- 19-175 RESOLUTION NO. 2039-2019 **[Amended]**

A RESOLUTION OF BEACHES ENERGY SERVICES, FLORIDA, APPROVING THE FORM AND CONTENT OF THE THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT DATED AS OF MARCH 25, 2011, AUTHORIZING THE EXECUTION OF THE ASSUMPTION AGREEMENT AND THE GAS SERVICES AGREEMENT AND AUTHORIZING THE DELIVERY OF SUCH INSTRUMENTS TO FLORIDA GAS UTILITY; PROVIDING FOR THE MAKING OF PAYMENTS PURSUANT TO SAID GAS SERVICES AGREEMENT; APPOINTING A DIRECTOR AND AN ALTERNATE DIRECTOR TO SERVE ON THE BOARD OF DIRECTORS OF FLORIDA GAS UTILITY; AND MAKING CERTAIN COVENANTS IN CONJUNCTION THEREWITH; PROVIDING CERTAIN AUTHORIZATIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO.

- 19-176 RESOLUTION NO. 2040-2019

A RESOLUTION REVISING ELECTRIC RATES FOR BEACHES ENERGY SERVICES.

ORDINANCES

- 19-177 ORDINANCE NO. 2019-8124 (Second Reading)

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING EMPLOYEE BENEFITS AND LEAVE POLICY PROVIDING FOR ADDITIONAL PAID HOLIDAY; PROVIDING FOR FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, AND PROVIDING FOR AN EFFECTIVE DATE. **(Additional Paid Holiday)**

19-178 ORDINANCE NO. 2019-8116 (First Reading) (Public Hearing) **[Amended]**

AN ORDINANCE AMENDING CHAPTER 4, "ALCOHOLIC BEVERAGES", OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, BY AMENDING SECTION 4-2, "PROHIBITED HOURS OF SALE, CONSUMPTION, AND SERVICE," REMOVING THE ABILITY FOR NEW RESTAURANTS WITH 4-COP SRX/SFS LICENSES FROM APPLYING FOR EXTENDED HOURS OF OPERATION PERMITS; PROVIDING FOR REQUIRED SECURITY MEASURES; PROVIDING FOR ENHANCED PENALTIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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.

**Minutes of Special City Council Meeting
held Monday, September 9, 2019, at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida.**



CALL TO ORDER:

Mayor Charlie Latham called the meeting to order.

ROLL CALL:

Mayor: Charlie Latham

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

Also present were City Manager Mike Staffopoulos, City Department Heads, and City Clerk Laurie Scott.

PURPOSE OF MEETING

Mayor Latham stated that the purpose of the meeting was to adopt a Proposed Millage Rate for Fiscal Year 2019-2020 and a Tentative Operating Budget for Fiscal Year 2019-2020.

Mayor Latham read the following statement:

The first item to be discussed is the Proposed Millage Rate.

- The budget for the City of Jacksonville Beach was prepared using a millage rate of \$3.9947 mills. The rolled back rate is \$3.7855 mills. The proposed millage rate of \$3.9947 mills is 5.53% more than the rolled-back rate.

The second item to be discussed is the Tentative Operating Budget.

- The tentative operating budget for Fiscal Year 2019-2020 is \$163,892,602.

Public Hearing

At this time, Mayor Latham opened a Public Hearing on the Proposed Millage Rate and Tentative Operating Budget.

The following spoke regarding the agenda items:

- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach

Mayor Latham closed the Public Hearing.

PROPOSED MILLAGE RATE – FY 2019-2020

Motion: It was moved by Ms. Hoffman, seconded by Mr. Vogelsang, to adopt the Proposed Millage Rate for Operating Purposes of \$3.9947 mills.

There was no discussion by Council.

Roll call vote: Ayes – Doherty, Dumont, Golding, Hoffman, Nichols, Vogelsang, Mayor Latham
The motion carried.

TENTATIVE OPERATING BUDGET – FY 2019-2020

Motion: It was moved by Ms. Hoffman, seconded by Mr. Vogelsang, to adopt the Tentative Operating Budget for Fiscal Year 2019-2020 of \$163,892,602.

There was no discussion by staff or the Council.

Roll call vote: Ayes - Dumont, Golding, Hoffman, Nichols, Vogelsang, Doherty, Mayor Latham
The motion carried.

ADJOURNMENT

There being no further business coming before the Council, Mayor Latham adjourned the meeting at 6:10 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, Mayor

Date: _____

**Minutes of Special City Council Meeting
held Monday, September 16, 2019, at 5:30 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida.**



CALL TO ORDER:

Mayor Charlie Latham called the meeting to order.

ROLL CALL:

Mayor: Charlie Latham

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

Also present were City Manager Mike Staffopoulos, City Department Heads, and City Clerk Laurie Scott.

PURPOSE OF MEETING

Mayor Latham stated that the purpose of the meeting was to adopt a Millage Rate for Fiscal Year 2019-2020 and an Operating Budget for Fiscal Year 2019-2020.

Mayor Latham read the following statement:

The first item to be discussed is the Millage Rate.

- The budget for the City of Jacksonville Beach was prepared using a millage rate of \$3.9947 mills. The rolled back rate is \$3.7855 mills. The proposed millage rate of \$3.9947 mills is 5.53% more than the rolled-back rate.

The second item to be discussed is the Operating Budget.

- The tentative operating budget for Fiscal Year 2019-2020 is \$163,892,602.

Public Hearing

At this time, Mayor Latham opened a Public Hearing on the Proposed Millage Rate and Tentative Operating Budget.

No one came forward to address the Council.

Mayor Latham closed the Public Hearing.

MILLAGE RATE – FY 2019-2020

Motion: It was moved by Ms. Hoffman, seconded by Mr. Vogelsang, to adopt Resolution No. 2036-2019, adopting the Millage Rate for Fiscal Year 2019-2020 of \$3.9947 mills.

There was no discussion by Council.

Roll call vote: Ayes – Doherty, Dumont, Golding, Hoffman, Vogelsang, Mayor Latham
The motion carried.

OPERATING BUDGET – FY 2019-2020

Motion: It was moved by Ms. Hoffman, seconded by Mr. Vogelsang, to adopt Resolution No. 2037-2019, adopting the Operating Budget for Fiscal Year 2019-2020 of \$163,892,602.

There was no discussion by staff or the Council.

Roll call vote: Ayes - Dumont, Golding, Hoffman, Vogelsang, Doherty, Mayor Latham
The motion carried.

ADJOURNMENT

There being no further business coming before the Council, Mayor Latham adjourned the meeting at 5:34 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, Mayor

Date: _____

**Minutes of Executive Session of the City Council
held Monday, September 16, 2019, at 6:15 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida.**



CALL TO ORDER:

Mayor Latham called the meeting to order at 6:15 P.M.

The following Council Members were in attendance:

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, City Attorney Denise May and a court reporter.

Mayor Latham announced that the City Attorney Denise May would make an opening statement.

City Attorney Denise May stated she is requesting the advice of the City Council regarding the pending litigation in CASE NO.: 3:17-cv-00960, JWB REAL ESTATE CAPITAL, LLC., ET AL. v. CITY OF JACKSONVILLE BEACH. Participants shall be limited to Mayor Charlie Latham, Council Members Keith Doherty, Georgette Dumont, Sandy Golding, Christine Hoffman, Cory Nichols, and Phil Vogelsang, City Manager Mike Staffopoulos, City Attorney Denise May, special counsel Dale Roper, and a certified court reporter.

Mayor Latham called for a recess. The Council members reconvened to the 2nd floor Board Room, for the special meeting pursuant to Section 286.011(8).

Mayor Latham re-opened the meeting at 7:05 P.M.

Mayor Latham asked if there was a motion to be made or discussion by Council.

Motion: It was moved by Mr. Vogelsang, seconded by Mr. Doherty to approve the mediated agreement.

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

Mayor Latham closed the meeting at 7:07 P.M.

Minutes of the Executive Session of the City Council
held Monday, September 16, 2019

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, Mayor

Date: _____

DRAFT

**Minutes of Regular City Council Meeting
held Monday, September 16, 2019, at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

Council Member Vogelsang provided the Invocation, followed by the salute to the flag.

CALL TO ORDER:

Mayor Latham called the meeting to order at 7:08 P.M.

Mayor Latham recognized Boy Scouts Donovan Rodriguez, Quinn Naccarato, and Bodhi Abercrombie from Troop 15 in Jacksonville Beach.

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 Acting City Attorney Denise May.

APPROVAL OF MINUTES:

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

- Regular Council Meeting held on August 19, 2019
- Special City Council Meeting held on August 23, 2019

ANNOUNCEMENTS:

Council Member Nichols recognized Chip Davis and his son, Tyler, who were in attendance in the audience. Mr. Davis puts on the Flounder Pounder Tournament that supports the Jacksonville School for Autism for the last ten years. The Tournament would be held on October 26, 2019. Mr. Nichols announced he had a donation check of \$3,000.

Council Member Hoffman thanked staff who worked preparing for Hurricane Dorian.

COURTESY OF THE FLOOR TO VISITORS:

- Chip Davis, Flounder Pounder Tournament Director, and his son, Tyler, 558 6th Avenue South, Jacksonville Beach, spoke about the Tournament and thanked Council Member Nichols for donating his salary.
- Lisa Brown, 1115 2nd Street South, Jacksonville Beach, read a statement [on file] about road construction near her home and other concerns.
- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach, spoke about the downtown area.
- Casey Jones, 125 11th Street, Atlantic Beach, spoke about sea turtle nests and light pollution.
- Dabni McCrary, 113 8th Avenue South, Jacksonville Beach, spoke about the Fletcher High School Band and the need for new percussion equipment.

MAYOR AND CITY COUNCIL:

CITY CLERK:

CITY MANAGER:

Item #19-151 – Approve the Monthly Financial Reports for the Month of August

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve the Monthly Financial Reports for the Month of August 2019.

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

Item #19-152 – Approve Employment Agreement for the City Attorney

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve the Employment Agreement with Mr. Chris Ambrosio for the position of City Attorney.

Council Member Golding referenced an International Municipal Lawyers Association Model Employment Agreement for In-house Council handout and a list of recommendations she provided [copies on file]. Mayor Latham stated the Council members have not had sufficient time to go over the information.

Motion to Defer: It was moved by Ms. Golding and seconded by Mr. Doherty, to defer discussion on the contract to the next meeting [October 7, 2019].

Discussion ensued on whether a delay due to adding additional language would affect the start date to the contract. Council Member Vogelsang, who had been handling the contract negotiations, asked for permission from the Council to speak with Mr. Ambrosio and include additional language to the contract for discussion at the next City Council meeting. Discussion continued on language in the current proposed contract and other possible changes needed.

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

Item #19-153 – Approve Funding for the Replacement of Two HVAC Units at City Hall

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve a budget adjustment of \$74,617 for the urgent replacement of two failed Trane Unitary Split System Indoor and Outdoor Units according to pricing provided under Trane's GSA Federal Supply Schedule (FSS) contract, GS-07F-0248K.

Mr. Staffopoulos stated this is for the replacement of the two HVAC units on the second floor of City Hall. They were due for replacement in fiscal year 2020, but due to the failure of both units this summer, the replacement was moved up to this year.

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

Item #19-154 – Award RFP No. 05-1819 for Property and Liability Insurance to Thompson Baker Agency, Inc. and Workers Compensation Insurance to Florida League of Cities

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to Award RFP No. 05-1819 for Property and Liability Insurance to the highest-ranked respondent, Thompson Baker Agency, Inc. (PGIT), and authorize the City Manager to enter into an agreement with Thompson Baker Agency, Inc., to provide Property and Liability coverage.

Mr. Staffopoulos explained the item is for two different insurance coverages for the City, Property and Liability insurance and Workmans' Compensation insurance.

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

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to Award RFP No. 05-1819 for Workers' Compensation Insurance to the highest-ranked respondent, Florida League of Cities and authorize the City Manager to enter into an agreement with the Florida League of Cities to provide Workers' Compensation coverage.

Human Resources Director Ann Meuse stated the City had been self-insured for Workers' Compensation coverage and with this proposal, the City would no longer be self-insured. It would be fully insured.

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

Item #19-155 – Approve Contracts, Effective January 1, 2020, with:

- **Florida Blue for Medical Insurance**
- **MetLife for Dental Insurance**
- **Standard Insurance Company for Life Insurance**
- **Advantica for Voluntary Vision Insurance**

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve contracts, effective January 1, 2020, with Florida Blue for medical insurance, MetLife for dental insurance, Standard Insurance Company for life insurance, and Advantica for voluntary vision insurance.

Mr. Staffopoulos stated this is for insurance for all of the employee benefits for medical, dental, life insurance and voluntary vision insurance.

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

Item #19-156 – Approve a Commercial Lease Agreement with the Department of Navy, for Space at the O & M Communication Tower

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve a Commercial Lease Agreement with the Department of the Navy, Naval Facilities Engineering Command Southeast, as described in the memorandum from the Property and Procurement Officer dated September 6, 2019.

Mr. Staffopoulos stated this is for a communications system on the City's communications tower at the O&M Facility.

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

Item #19-157 – Approve Bid No. 1819-06, Stormwater Channel Improvements (J. Turner Butler Boulevard to Marsh Landing Parkway) to A.W.A. Contracting Co. Inc.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to award Bid No. 1819-06 titled "Stormwater Channel Improvements (J. Turner Butler Boulevard to Marsh Landing Parkway) to A.W.A. Contracting Co. Inc.

City Engineer Marty Martirone explained this project was bid out several years ago, but came in over budget. The project was re-evaluated and they came up with three new options, which were then bid out. The least expensive alternative was selected. The work is in the ditch where JTB and the Target shopping center is located. The ditch takes the drainage from Osceola Avenue down through Ocean Cay and Paradise Key and goes under JTB.

Planning and Development Director Bill Mann answered questions about possibly combining projects for drainage for nearby condominiums on The Greens Way and explained the discharge from this system goes through the communities, but the downstream project is a future project that

has not gone through analysis and design yet. There are no identified problems with the downstream basin other than foliage. This project would be funded by the Community Redevelopment Agency (CRA).

Council members commented about improving communication with the public on the status of projects, ways to hold contractors accountable in the contracts through penalties and/or incentives.

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

Item #19-158 – Approve Bid No. 1819-15, Offsite 12” Well Header for Water Treatment Plant #1, Well No. 16 and 6” Water Main Replacement to The Kenton Group, Inc., dba Baldwin’s Quality Plumbing

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to award Bid No. 1819-15, Offsite 12” Well Header for Water Treatment Plant No. 1 and Well No. 16, and 6” Water Main Replacement, to The Kenton Group, Inc. dba Baldwin’s Quality Plumbing as described in the memorandum from the Public Works City Engineer dated August 22, 2019.

Mr. Staffopoulos explained this is new potable water piping to help move some of our water around the city.

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

Item #19-159 – Award Bid No. 1819-16, Landscape Maintenance to BrightView Landscape Services Inc. for Sections 2 and 3 and to Down to Earth-Jacksonville for Section 1

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to award Bid No. 1819-16 titled Landscape Maintenance Sections 2 and 3 to BrightView Landscape Services, Inc., and Section 1 to Down to Earth-Jacksonville as explained in the memorandum from the Public Works City Engineer dated August 20, 2019.

Mr. Staffopoulos explained the City has a need for contractual landscape services throughout the city to maintain a lot of the City’s properties and sites, which is broken down into three zones.

Mr. Martirone answered questions related to why there was a *No Bid* by one of the contractors on an item and whether the City asks for a *No Bid* letter. Mr. Staffopoulos stated landscape companies are aware of what they can and cannot do for a workload capacity perspective. Pollution Control Plant Supervisor Phil Brown answered questions about the number of bids received versus the

number of invitations to bid sent out. Mr. Brown explained some landscape companies pick and choose what they want to do.

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

Item #19-160 – Award Bid No. 1819-17, 4th Street South Stormwater Improvements to Kirby Development, Inc. for Construction Services, and Authorize Construction Administration Services with Applied Technology & Management, Inc.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to award Bid No. 1819-17, 4th Street South Stormwater Improvements, to Kirby Development, Inc., for construction services, and authorize construction administration services with the project design firm Applied Technology & Management, Inc., as described in the memorandum from the Public Works Project Engineer dated August 15, 2019.

Mr. Staffopoulos stated the project involves the installation of two new drainage structures.

Public Works Project Engineer Kayle Moore explained the project is to facilitate maintenance of that portion of the drainage system. It is currently a ditch which gets a lot of growth and trash in it, requires cleaning, and occasionally requires sediment to be removed. The project is to remove the ditch and enclose it in with a large pipe. It is on the dead-end portion of 4th Street South off 16th Avenue South.

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

Item #19-161 – Award Bid No. 1819-18, 120/204V, 1,500 kVA, Distribution Transformers to the Lowest, Responsive Bidder, Gresco

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to award Bid No. 1819-18 120/208V, 1,500 kVA, distribution transformer to the lowest, responsive, responsible bidder, Gresco, as explained in the memorandum from the Director of Beaches Energy Services dated August 23, 2019.

Beaches Energy Services Director Allen Putnam explained a routine inspection found a transformer installed in 1975. It was decided to put out a bid on it, but it was discovered additional transformers were needed for upcoming projects and to have a spare. The previous lowest responsible bidder could not meet the criteria, so it was decided to rebid it.

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

RESOLUTIONS:

Item #19-162 – RESOLUTION NO. 2033-2019

Mayor Latham requested the City Clerk read Resolution No. 2033-2019 by title only, whereupon Ms. Scott read the following:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING FEES RELATED TO SHORT TERM VACATION RENTALS; PROVIDING FOR REFUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.”

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to adopt Resolution No. 2033-2019 establishing fees related to Short-Term Vacation Rentals.

Mr. Staffopoulos explained this is the establishment of Short Term Rental Ordinance fees that go with the adoption of the Short Term Rental Ordinance. The fees were assembled by Acting City Attorney Denise May and the Planning and Development Department. Research was done with regard to what other agencies are currently charging for Short Term Rental fees.

Ms. May stated City Planner Heather Ireland did research with the City of Fernandina Beach. The fees were reduced based on feedback from Council. The research found other cities had started fees low and found it was not covering the expenses for implementing the program. Recommendations based on the research are presented as an option.

Public Comments:

The following spoke regarding the agenda item:

- Erin Sandoval, 1300 Florida Boulevard, Neptune Beach

The following spoke in support of the agenda item:

- Steve Cooper, 534 14th Avenue South, Jacksonville Beach

The following spoke in opposition to the agenda item:

- Jeanell Wilson, 2014 South Oceanfront, Jacksonville Beach, owner of All South Realty

Discussion:

Ms. Dumont believes the recommended fees are too high and doesn't expect them to cover the cost in the first year. She said the goal is to get the rentals registered and was open to adjusting the fees.

Mr. Mann responded to a request from Mr. Doherty to explain the process. Mr. Mann explained there is not a unit cost for processing at this time. There is a cost for administrative time at the front counter, consultation time, staff time on data entry, fire marshal and possible other staff inspections. The research was done with communities that already do this and the recommended fees are somewhere in the middle based on the other communities' fee structure. City Clerk Laurie Scott responded to a question about the Local Business Tax fee and explained the current fee of \$79.20 per year, half that rate if registered after April 1st, and it is based on individual properties.

Mr. Mann advised the City would contract with an outside professional services firm to do the initial identification and the subsequent compliance.

Mr. Nichols likes the low initial registration fee. If the fee is not enough, staff would be able to track in order to make a determination in the future for what the costs are with the ability to modify the costs. He is not in favor of the collective registration and would get rid of it and keep the fee low at \$150 for everyone.

Mr. Mann responded to questions from Ms. Golding related to how many short term rental properties there potentially could be. He explained the firm would identify all the short term rentals and then City staff would look at the code to see which properties have to register. Ms. Golding believed everyone should pay the same registration fee across the board.

Ms. Dumont stated if everyone pays the same fee and there is no more collective registration, she didn't believe the fee should be any higher than \$150.

In response to a question from Mr. Vogelsang, Ms. May clarified the ordinance excludes homeowner occupied properties renting fifty percent (50%) or less of their home. Mr. Vogelsang stated he is fine with one flat fee of \$150, but suggested a review in one year for a reduced renewal fee once there is a gauge as to what it costs, the amount of time, and the compliance obtained.

Ms. Hoffman agreed with keeping the fee as originally proposed to gain compliance. She stated the registration process needs to be streamlined. Ms. Hoffman said there would be a significant impact in Local Business Tax Receipts to the City Clerk's office. She likes the collective registration, but believed \$10 is too low with \$50 being more reasonable.

Amended Motion: It was moved by Mr. Vogelsang and seconded by Mr. Nichols, to do a single \$150 fee per unit.

Discussion continued about the fees, renewals, and collectives. Mr. Vogelsang clarified his amended motion covers initial registration and renewals; \$150 across the board.

Modified Amended Motion: It was moved by Mr. Vogelsang and seconded by Ms. Golding, for \$150 across the board initial and renewal [fee] with a one (1) year revisit to look at the renewal fee rate.

Ms. May asked for clarification on the motion and Mr. Vogelsang clarified his motion is for \$150 for initial and annual, and \$150 for collective registration. Mr. Mann summarized the types of services the professional company could provide, including registration, monthly monitoring, and a hotline.

Roll Call Vote: Ayes – Doherty, Golding, Nichols, Vogelsang, Mayor Latham
Nays – Dumont, Hoffman
The motion passed 5-2

Restated Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to adopt Resolution No. 2033-2019, as is, establishing fees related to Short-Term Vacation Rentals as amended.

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

ORDINANCES:

Item #19-163 – ORDINANCE NO. 2019-8124 (First Reading)

Mayor Latham requested the City Clerk read Ordinance No. 2019-8124 by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING EMPLOYEE BENEFITS AND LEAVE POLICY PROVIDING FOR ADDITIONAL PAID HOLIDAY; PROVIDING FOR FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, AND PROVIDING FOR AN EFFECTIVE DATE.”

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to adopt Ordinance Number 2019-8124, amending Employee Benefits and Leave Policy to provide for an additional paid holiday. This would add Christmas Eve as an official paid holiday observed by the City.

Mr. Staffopoulos explained this would take the total number of paid holidays for employees from nine (9) to ten (10). The reason it is being done by ordinance is each of the labor agreements references adoption by ordinance for paid holidays and once adopted, would automatically be effective in all three bargaining unit agreements.

Mayor Latham read the number of holidays per year for surrounding jurisdictions – Jacksonville Beach – 9 [10 with adoption of Ordinance 2019-3124]; Atlantic Beach – 12; Neptune Beach – 11; Jacksonville – 11; St. Augustine – 12; St. Johns County – 12; Orange Park – 11; Fernandina Beach – 11. [on file]

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

Item #19-164 – ORDINANCE NO. 2019-8118 (Second Reading) (Public Hearing)

Mayor Latham requested the City Clerk read Ordinance No. 2019-8118 by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 34. LAND DEVELOPMENT CODE; ARTICLE VIII. SITE DEVELOPMENT STANDARDS, DIVISION 2. SUPPLEMENTAL STANDARDS, CREATING A NEW SECTION 34-411 SHORT TERM VACATION RENTALS, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES; AMENDING CHAPTER 34. LAND DEVELOPMENT CODE, ARTICLE IV. DEFINITIONS, PROVIDING DEFINITIONS;

**AMENDING CHAPTER 34. LAND DEVELOPMENT CODE
ARTICLE VII. ZONING DISTRICTS, DIVISION 2. ZONING
DISTRICTS, SECTION 34-336. RESIDENTIAL, SINGLE-FAMILY:
RS-1, SECTION 34-337. RESIDENTIAL SINGLE-FAMILY: RS-2,
SECTION 34-338. RESIDENTIAL, SINGLE-FAMILY: RS-3,
SECTION 34-339. RESIDENTIAL MULTIPLE-FAMILY: RM-1,
SECTION 34-340. RESIDENTIAL, MULTIPLE-FAMILY: RM-2,
SECTION 34-341. COMMERCIAL PROFESSIONAL OFFICE: CPO,
SECTION 34-342. COMMERCIAL LIMITED: C-1, SECTION 34-343.
COMMERCIAL GENERAL: C-2, SECTION 34-345. CENTRAL
BUSINESS DISTRICT: CBD; PROVIDING THAT SHORT TERM
VACATION RENTALS ARE A PERMITTED USE; PROVIDING
FOR FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING
FOR REPEAL OF CONFLICTING ORDINANCES, AND
PROVIDING FOR AN EFFECTIVE DATE.”**

Mayor Latham read the following:

“This ordinance for the amendment of the Land Development Code is before this Council for a public hearing and consideration on its second reading. Under the laws of the State of Florida, an ordinance which changes the actual list of permitted, conditional, or prohibited uses within a zoning category, or which otherwise changes the text of the Land Development Code, is a ‘quasi-legislative’ proceeding. A quasi-legislative proceeding means that a governing body is acting in its rule-making capacity.

It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed uses within a zoning category.

The application has been reviewed by Staff and the Planning Commission for consistency with other portions of the Land Development Code and the Comprehensive Plan. The Council may hear from all interested parties in the legislative determination of an amendment to the text of the Land Development Code.

The Council’s decision on a text amendment application is based on the criteria set forth in Section 34-211 of the Land Development Code. Each member of the Council has been provided a copy of the criteria.”

Public Hearing:

Mayor Latham opened the public hearing on Ordinance No. 2019-8118.

The following spoke in support of the agenda item:

- Tony Komarek, 533 11th Avenue South, Jacksonville Beach
- Jim Sorrell, 1410 Pinewood Road, Jacksonville Beach [handout on file]

The following spoke in opposition to the agenda item:

- Jeanell Wilson, 2014 South Oceanfront Drive, Jacksonville Beach

The following spoke regarding the agenda item:

- Erin Sandoval, 1300 Florida Boulevard, Neptune Beach
- Evan Greenfield, 1800 The Greens Way #208, Jacksonville Beach

The following were in support of the item, but preferred not to speak:

- Terry Phillips, 534 14th Avenue South, Jacksonville Beach

Mayor Latham closed the Public Hearing and read the following:

“Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record both the names of persons and the substance of any ex parte communications regarding this application. An ex parte communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process.”

Mayor Latham stated he had no ex parte communication.

Mr. Nichols stated he had no ex parte communication since the last reading [of the ordinance].

Ms. Dumont stated she received an email from Jeanell Wilson and others received through City email related to changes to both the fee structure and the ordinance.

Mr. Vogelsang stated he received the same emails received through his City email.

Ms. Hoffman stated she received the same emails through City email.

Mr. Doherty stated he received the same emails as listed before.

Ms. Golding stated she submitted a list to the City Clerk [on file] of all her ex parte communication primarily received through email, but also several face to face conversations with concerned citizens.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to adopt Ordinance Number 2019-8118, as amended, amending the Land Development Code Chapter 34 to define and regulate short-term vacation rentals, where permitted.

Ms. May explained the amended language incorporated into the ordinance included:

- maximum occupancy changes
- removing subsections regarding evacuation maps
- removing reference to N.F.P.A.
- adding language requiring property owners to publish where the rental property is located in regard to unlawful sexual offenders
- drafted alternative parking of one (1) per four (4), and to allow vacation rental properties with legal nonconforming parking grandfathered into two (2) spaces, at no time blocking the sidewalk

Ms. May stated based on an extensive review to make the ordinance enforceable and ensure there are no problems, she had additional recommendations not included in the ordinance, for Council consideration, to include in the minutes. They include:

- changes to the solid waste and containment Sec. 34-411(c)3 to be in line with the City's Franchise Agreement
- removing 34-411(i) in regard to suspension of certificates
- remove the limitation for twelve (12) months on existing lease agreement vesting
- move the effective date to November 1, 2019, and move other dates accordingly

Ms. May suggested an additional amendment to add into Sec. 34-411 to require providing proof of the short term vacation rentals current and active account with Duval County Tax Collector for the purpose of collecting and remitting Tourist Development taxes and other taxes as required by law. Currently the City is asking for the Department of Revenue, the County, and DBPR [Department of Business and Professional Regulation]. This amendment would require they bring proof they registered with Duval County Tax Collector.

Discussion: Mayor Latham read the following statement for the record:

"Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, and the Council is required to approve a clear statement of specific findings of fact stating the basis upon which such facts were determined and the decision was made."

Motion: It was moved by Mr. Vogelsang and seconded by Ms. Dumont, to adopt the amendments as outlined by the City Attorney.

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

Council discussion ensued related to age of an occupant, when and why the responsible party should be contacted, parking, and penalties for noncompliance.

Motion: It was moved by Ms. Dumont and seconded by Ms. Golding, to add twenty-four (24) months for age under Maximum Occupancy (c)(1), Page 9.

A brief discussion ensued.

Roll Call Vote: Ayes – Nichols, Vogelsang, Dumont, Golding, Hoffman, Mayor Latham
Nays - Doherty
The motion passed 6-1

Mayor Latham summarized his thoughts on the process of how the City got to this point in relation to home rule and stated once the ordinance is passed, he would use it as a template with Representative Jaime Grant for future legislation.

Roll Call Vote: Ayes – Vogelsang, Doherty, Dumont, Golding, Hoffman, Mayor Latham
Nays – Nichols
The motion passed 6-1 as amended.

ADJOURNMENT:

There being no further business, the meeting adjourned at 9:51 P.M.

Submitted by: Laurie Scott
City Clerk

LS/sg

Approval:

William C. Latham, MAYOR

Date: _____

DRAFT

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6268

www.jacksonvillebeach.org

MEMORANDUM

TO: Mayor and City Council
FROM: Phil Vogelsang, City Councilor
SUBJECT: Approval of Employment Agreement for City Attorney
DATE: September 27, 2019

ACTION REQUESTED

Approval of Employment Agreement with Mr. Chris Ambrosio for the position of City Attorney.

BACKGROUND

On August 23, 2019 the City Council conducted interviews for the position of City Attorney. A special meeting was held at the conclusion of the interviews, whereby the City Council selected Mr. Chris Ambrosio as their number one candidate for the position. The City Council selected Councilor Vogelsang to negotiate an employment agreement with Mr. Ambrosio with the support of City staff.

Mr. Vogelsang has negotiated terms and conditions for the employment agreement, and is seeking approval of such for execution by both parties. The structure of the employment agreement models one recently approved for the City Manager.

The following is a summary of highlights from the Agreement:

- Starting salary of \$150,000
- Start date of October 21, 2019
- Residency to be maintained within a 15 mile radius of the City
- Notice of at least ninety (90) calendar days provided prior to resignation
- City Attorney to remain in the exclusive employ of the City
- Credit with three (3) vacation days and five (5) sick days upon start date, and accrue paid leave under the City's personnel plan at the same rate as a nine-year employee
- Severance pay equal to twenty (20) weeks of total compensation in the event of termination
- Vehicle and cell phone benefits in accordance with executive management policies, and provision of a laptop computer for performance of work
- Retirement / deferred compensation in accordance with executive management benefits



MEMORANDUM

Approval of Employment Agreement for City Attorney

September 27, 2019

Page 2 of 2

RECOMMENDATION

Approve the Employment Agreement with Mr. Chris Ambrosio for the position of City Attorney.

Attachments:

City Attorney Employment Agreement

Date: September 20, 2019

Memorandum To: The Honorable Mayor and Members of the City Council, City of Jacksonville Beach

From: Chris Ambrosio, Esq.

Re: City Attorney Employment Agreement; Exclusive and sole representation of the City and Council.

Dear Council Members:

Thank you for assigning Council Member Vogelsang to negotiate and finalize the City Attorney Employment Agreement (“Agreement”) with me. I am energized with enthusiasm and readiness to begin working for you and the City on October 21, 2019. Thank you for the opportunity and privilege to do so.

During the September 16, 2019, Council meeting at which our Agreement was considered for approval, Council Member Dumont expressed concern about the term “represent” or any impression of me representing any other person, entity or organization in any way during my employment with the City.

I assure you that I will exclusively and solely represent only the City and City Council during my employment as City Attorney. That was clearly understood and agreeable even at the time of my submission of application for the position. I will never be a legal representative, counselor, advisor or attorney of record for any person, entity or organization other than the City and the Council. Mr. Vogelsang and I have removed any confusing terms that would possibly suggest otherwise in the Agreement. I am and will always be completely committed to representing and working for only the City and Council.

So that there is no mistake, the Monroe County attorney’s office has asked that for a month after I separate from the County (separation date October 18, 2019) that I will answer questions encountered by my replacement attorney in order to get her/him up to speed and familiar with projects that I have unique and exceptional institutional knowledge of. The alternative would be that I am not available to this new hire and they are faced with a vast void of information and experience that only I possess. I will not be representing or advising the County. I will not be engaged or involved in County cases, litigation or legal proceedings in any manner. By October 4, 2019, I will cease to be attorney of record on all County cases. I will not be doing work of any kind on any County matters, cases, or projects. This request is simply a professional way to answer questions that my replacement attorney might have in his/her transition. With Council approval, I believe this is a respectable way to aid a fellow local government and government attorney with a challenging transition. If this is unacceptable to the Council, then I will notify the County. As my commitment and concern are wholly dedicated to the City and Council, now and for a long future.

I hope this memorandum and the revised Agreement alleviate any concerns that existed as expressed by Council Member Dumont.

Sincerely,

Chris Ambrosio

CITY ATTORNEY EMPLOYMENT AGREEMENT

This Agreement is entered into this ___th day of _____, by and between the City of Jacksonville Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, ("the City"), and Chris Ambrosio, ("Ambrosio" or "City Attorney").

The parties agree as follows:

INTRODUCTORY STATEMENTS

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

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

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

Ambrosio desires to accept employment as City Attorney.

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

Section 1. Powers and Duties of the City Attorney

- A. The City agrees to employ Ambrosio as City Attorney for the City and Ambrosio represents to the City that he possesses the qualifications of City Attorney and agrees to carry out all functions and duties imposed upon that office by the laws of the State of Florida and the Charter of the City of Jacksonville Beach, as may be amended from time to time. The City Attorney shall perform duties and responsibilities including, but not limited to, those outlined in Exhibit "A", and other legally permissible duties and functions as the City Council shall from time to time assign.
- B. At the direction of the City Council, Ambrosio is authorized to hire employees of the Office of the City Attorney, consistent with the policies, ordinances and Charter of the City. Ambrosio can direct, assign, reassign evaluate and terminate, as appropriate,

employees of the Office of City Attorney, consistent with policies, ordinances, charter, state and federal law.

- C. The City Attorney shall devote his full attention, effort and abilities to the office and perform its duties and functions in a professional manner.
- D. Ambrosio warrants and agrees that he is licensed to practice law in the state of Florida without limitation. Ambrosio must maintain good standing with the Florida Bar throughout the terms of this Agreement as a condition of employment. Should Ambrosio no longer be authorized to practice law in this State, this contract will terminate immediately for good cause.

Section 2. Commencement of Employment

Employment under the terms of this Agreement shall begin and Ambrosio shall be present and available to perform the duties and functions of the City Attorney on a full-time basis no later than October 21, 2019.

Section 3. Term

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

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Ambrosio to resign at any time from this position with the City, provided however, he shall provide the City Council with at least ninety (90) calendar days prior written notice of resignation, unless waived by the City Council.
- B. The City Attorney agrees to remain in the exclusive employ of the City for an indefinite period and shall not accept other employment, unless the City Attorney gives written notice of resignation. Representation on existing cases shall be terminated prior to his first day of employment with the City of Jacksonville Beach.
- C. It is understood that after notice of termination in any form, the City Attorney and the City Council will cooperate professionally for an orderly transition.

Section 4. Hours of Work

- A. Ambrosio acknowledges that the proper performance of the duties of the City Attorney will require him to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The City Attorney agrees to devote additional time as necessary for the full and proper performance of the duties of the position and that the compensation provided in this Agreement includes compensation for the performance of all such services.
- B. The City agrees that the City Attorney will be permitted reasonable time off, as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Attorney. The City Attorney shall be granted upon his start date as referenced in Section 2, paid leave of 3 vacation days and 5 sick leave days and shall also begin to accrue paid leave under the City's personnel plan at the same rate as a nine-year employee. The City Attorney shall be granted the same paid holidays allowed to all non-union City employees in the general service.

Section 5. Termination and Severance Pay

- A. If the employment of the City Attorney is terminated by the City Council, the City agrees to pay severance pay equal to twenty (20) weeks of total compensation, less federal and state withholding. In addition, the City Attorney shall be compensated for all accrued paid leave calculated at the rate of pay in effect upon termination, as authorized by City policies and law.
 - 1. If the City, citizens or legislature acts to amend any provision of the City Charter or Code of Ordinances, as they may be amended from time to time, and/or state law pertaining to the role, powers, duties, authority, responsibilities of the City Attorney's position that substantially changes the form of government, the City Attorney shall have the right to declare that such amendments constitute termination from the effective date of such amendments.
 - 2. Termination shall occur when either the City or the City Attorney breaches a material provision of this agreement and fails, within ten (10) days after written notice has been given by the City Attorney or the City Council to comply with any provision of this Agreement.
- B. This agreement shall immediately terminate, and the City Attorney shall not be entitled to the severance benefits described in section 5 A above if he is convicted, pleads no contest to, or receives a withhold of adjudication for a felony or crime involving moral turpitude or dishonesty, or if he acts with gross misfeasance or malfeasance or

otherwise is guilty of gross misconduct which constitutes conduct demonstrating willful or wanton disregard of the City's interests, a deliberate violation or disregard of the standards of behavior to which the City has a right to expect of the City Attorney, carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil design, or shows an intentional and substantial disregard of the City's interests or of the City Attorney's duties and obligations to the City, including but not limited to conduct resulting in material harm to the City, loss of license to practice law, willful neglect or failure to perform his duties, gross insubordination, misconduct, as defined in section 443.036 (29), Florida Statutes, as it may be amended from time to time, or acts of dishonesty. For termination due to the reasons related to this subsection, the City Attorney is only entitled to compensation for hours actually worked up to the termination date and compensation for accrued leave.

- C. If this Agreement is terminated by the death of the City Attorney, the City shall pay a designated beneficiary of the City Attorney or his estate all accrued compensation due to the City Attorney as of the date of his death. The City shall have no other liability to the City Attorney, his estate, heirs, or beneficiaries, and neither the City Attorney's beneficiary nor estate will be entitled to any severance pay.

Section 6. Residency

The City Attorney's permanent residence as of the commencement of employment (as referenced in Section 2) is within a 15 mile radius of the city limits of the City of Jacksonville Beach. Residency within a 15 mile radius of the city limits of the City of Jacksonville Beach shall be maintained throughout the term of employment.

Section 7. Salary

- A. The City agrees to pay the City Attorney an annual base salary of \$150,000.00 during the first year of this agreement, payable in bi-weekly equal installments, for services rendered.
- B. After conducting an annual review of the City Attorney's job performance, the City Council shall consider the results of his performance evaluation as outlined in section 8 below and guidelines applied to department heads in determining the amount of salary adjustment and benefit adjustment for the City Attorney, whether an increase or decrease. Decreasing the City Attorney's salary and/or benefits outside of the conditions of 7.B, and without mutual consent, shall constitute breach of contract, and allow the City Attorney to interpret such action as termination.

Section 8. Performance Evaluation, Goals and Objectives

- A. Within the first six months of the City Attorney's employment:
 - a. The City Council shall meet with the City Attorney for the specific purpose of setting goals for the City and for the City Attorney, and initiating periodic work programs.
 - b. The City Attorney shall identify resources (materials, equipment, subscriptions, staffing support, etc.) necessary to provide the services expected of the City Attorney's Office.
 - c. The City Attorney shall work with the City Manager to identify processes and procedures for requests for, and provision of, legal services to City departments and staff.
- B. The City Council shall review the City Attorney's job performance at least once annually with the first review being on or before the City Attorney's anniversary employment date of October 21, 2020. Later annual reviews will occur during the same anniversary month of each year, unless the parties agree otherwise. The annual performance evaluations shall be related to the City Attorney's Charter and Ordinance duties and shall be based, in whole or in part, on goals for the City Attorney's performance that are jointly developed and adopted by the City Attorney and the City Council.
- C. The City Council shall provide the City Attorney a reasonable and adequate opportunity to discuss the City Attorney's evaluation with the City Council.
- D. The City's Human Resource Director shall be responsible for scheduling the City Attorney's annual review.

Section 9. Other Benefits

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

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

Section 10. Retirement/Deferred Compensation

- A. The City Attorney may elect to become a member of, or not to participate in, the General Employees' Pension Plan. Election must be exercised within 90 days of initial employment. Ambrosio has the option to rescind his election to participate or not to participate in the pension plan one time before vesting. If the City Attorney elects not to participate in the retirement plan, the City shall contribute a percentage of his salary, on a bi-weekly basis, into the ICMA 457 Deferred Compensation Plan, a private savings or checking account or any other IRS approved individual retirement plan designated by the City Attorney. The amount of the City contribution to the City Attorney’s individual retirement plan shall be the same percentage of the City Attorney’s salary as the City contributes for all other City employees that are members of the General Employees' Pension Plan.
- B. If the City Attorney elects to be a member of the General Employees' Pension Plan, he shall also be eligible to participate in the City’s 457 Deferred Compensation Plan under the same conditions as other City employees.

Section 11. Insurance

- A. The City agrees to provide and pay the City Attorney’s health, dental, and vision insurance in the same manner and under the same conditions as other City employees.
- B. Health insurance coverage for Ambrosio shall commence on December 1, 2019. In the event that Ambrosio incurs charges for health insurance premiums during the period from October 21, 2019 through November 30, 2019, the City agrees to reimburse Ambrosio for the amount of the premiums.
- C. The City agrees to provide and pay the City Attorney’s life, disability and other insurance in the same manner and under the same conditions as other City employees.

Section 12. Professional Development and Resources

The City agrees, subject to the annual budget approved by the City Council, to pay the professional dues, Westlaw subscription, and expenses of the City Attorney for professional

participation in and travel to meetings and occasions adequate to continue his professional development, such as Florida Bar Board of Legal Specialization and Education requirements to maintain Board Certification in City, County and Local Government Law. This participation on City time includes, but is not limited to: membership in the Florida Bar; the City, County and Local Government Law Section of the Florida Bar; and the Florida Municipal Attorney's Association; national, regional, state and local governmental groups and committees of which the City Attorney serves as a member, or in which his participation is beneficial to the City, as well as associated short courses, institutes, and seminars. The City Attorney will submit a detailed list of anticipated expenses at the time of budget approval.

Section 13. Indemnification

The City shall defend and indemnify the City Attorney against any action, including but not limited to: tort, professional liability claim, or demand or other non-criminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope and performance of his duties as City Attorney, other than an action brought by the City against the City Attorney, or any action filed against the City by the City Attorney, unless otherwise provided by law. A settlement of any claim against Ambrosio may not be made without prior approval of the City Council. This indemnification shall extend beyond termination of employment, and the expiration of this Agreement, to provide full and complete protection to the City Attorney by the City, as described herein, for any acts undertaken or committed in his capacity as City Attorney, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following employment with the City.

Section 14. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties. This Agreement shall become effective as of the date first written above, contingent upon adoption and approval by the Jacksonville Beach City Council and execution by the City Attorney.
- B. Ambrosio shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the governing body, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. The City (including individuals within the governing body) shall support Ambrosio in keeping these commitments by refraining from any orders or requests to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any

fundraising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality and merit.

- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- D. The terms of this Agreement shall remain in full force and effect and hold over until employment is terminated under the terms herein or a new Agreement or Amendment to this Agreement has been negotiated and entered into by the City Council and the City Attorney.
- E. This Agreement may not be assigned by either party without the written consent of the other party.
- F. This Agreement shall be interpreted by the laws of the State of Florida. Venue shall be in Duval County.
- G. No amendment of this Agreement shall be effective unless in writing and signed by both parties.
- H. Notices pursuant to this Agreement shall be considered given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed to the Office of the Mayor, and to the City Attorney's home address on file in the Human Resources Department. Alternatively, notices required pursuant to this Agreement may be personally served or served in the same manner as is applicable to civil suits in the State of Florida. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

EXHIBIT "A"
ESSENTIAL DUTIES AND RESPONSIBILITIES

Prepares and/or approves as to form all contract, bonds and other instruments in which the City is concerned.

As required by resolution, represents the City in court, and before quasi-judicial or administrative agencies of government relative to complaints, suits, and controversies in which the City is a party.

Prepares legal briefs, develops strategy, arguments and testimony in preparation for presentation of a case.

Prosecutes municipal citations (as applicable).

Provides legal support for staff presenting to the Special Magistrate.

Interprets laws, rulings, and regulations.

Provides legal opinions on any question of law relating to the respective powers and duties of the City Council and City Manager or other matters as required by the City Council or City Manager.

Prepares ordinances and resolutions requiring legal experience or as directed by the City Council. Reviews and approves all ordinances and resolutions to be considered by the City Council.

Attends all City Council regular and special meetings, Planning Commission meetings, and Special Magistrate meetings. Ambrosio will attend Board of Adjustment meetings, if after a review of the Agenda he determines that the scheduled matters require his appearance. Other meetings shall be attended at the request of the City Council, City Manager or department head, or as necessary to provide legal advice and opinions relative to matters under consideration by the City Council.

Prepares department budget and assures office operates within assigned parameters of the budget.

Provides resources, guidance and information for annual Ethics, Sunshine Law and other necessary training to the City Council and appointed board members to ensure they are capable of properly and legally performing their duties.

If requested by the City Council, provides time estimates regarding legal services, and the applicable department or subject matter.

Performs other duties as assigned by the City Council.



MEMORANDUM

TO: Mayor and City Council
FROM: Mike Staffopoulos, City Manager
SUBJECT: Agreement with the Duval County Property Appraiser and Tax Collector to Fund Property Tax Audit Services
DATE: October 7, 2019

ACTION REQUESTED

Authorize the Mayor and City Manager to execute an agreement with the Duval County Property Appraiser and Tax Collector for the use of property tax collections to fund property tax audit services.

BACKGROUND

The City of Jacksonville Beach, along with other Taxing Authorities within Duval County, receives local business property tax revenues to help fund essential services. The Duval County Property Appraiser is responsible for the administration of ad valorem taxes related to business personal property and the Tax Collector is responsible for the collection and distribution of those taxes. The Property Appraiser and Tax Collector intend to contract with Tax Management Associates (TMA) for audit services to identify unpaid business personal property taxes.

Under the Agreement, Tax Management Associates will receive 35% of any tax, penalties and interest collected as a result of audits performed. Those fees will be deducted by the Tax Collector prior to making distribution to the individual taxing authorities. For properties within the City of Jacksonville Beach to be included in the audit process, the City must authorize the Tax Collector to deduct audit fees from the related distributions. The City successfully participated in this program in 2016, the last time the Property Appraiser used an outside firm for auditing services. The results of the audit produced additional tax revenues to the City in the amount of \$23,507.00.

RECOMMENDATION

Authorize the Mayor and City Manager to execute an agreement with the Duval County Property Appraiser and Tax Collector for the use of property tax collections to fund property tax audit services.

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6268

www.jacksonvillebeach.org

**Agreement for Use of Property Tax Collections to Fund
Business Personal Property Tax Audit Services**

THIS AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2019, by and between the DUVAL COUNTY PROPERTY APPRAISER ("PROPERTY APPRAISER"), DUVAL COUNTY TAX COLLECTOR ("TAX COLLECTOR"), and the undersigned Local Governing Boards of the TAXING AUTHORITIES of Duval county, hereinafter referred to collectively as the "TAXING AUTHORITIES."

WHEREAS, the PROPERTY APPRAISER is responsible under Florida law for the administration of ad valorem property tax audits and for back taxes related to business property tax listings; and

WHEREAS, the TAX COLLECTOR is responsible under Florida law for the collection and distribution of ad valorem property taxes, including back taxes, and associated penalties, fees, and interest; and

WHEREAS, the TAXING AUTHORITIES receive local property tax revenue to fund essential public services; and

WHEREAS, the PROPERTY APPRAISER and TAX COLLECTOR intend to contract with TAX MANAGEMENT ASSOCIATES, INC. ("TMA") for audit services to conduct business personal property tax audits for the purpose of collecting taxes due on those properties, which funds would otherwise be unavailable to the TAXING AUTHORITIES (hereinafter the "TMA Audit Agreement"); and

WHEREAS, TMA shall provide said audit services in exchange for the fee established in the TMA Audit Agreement, which consists of an amount equal to thirty-five percent (35%) of any tax, penalties, and interest collected from back taxes assessed by the PROPERTY APPRAISER on parcels identified through a TMA audit (hereinafter, the "Fee"); and

WHEREAS, the Fee shall be paid exclusively from the taxes, penalties, and interest collected in relation to the business personal property tax audits resulting from the tax audits performed by TMA, and shall not constitute a pledge or general obligation of tax funds or create an obligation on the TAXING AUTHORITIES to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which the Agreement is executed; and

NOW, THEREFORE, the PROPERTY APPRAISER, TAX COLLECTOR, and undersigned TAXING AUTHORITIES, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

TERMS

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into and deemed a part of this Agreement.

2. Authorization of Reduced Collections for Fee Payment:

The undersigned TAXING AUTHORITIES authorize the TAX COLLECTOR to deduct TMA's Fee, as established in the TMA Audit Agreement, from the total property tax, penalties and interest collected as the result of the business personal property tax audits pursuant to TMA audits. The TAX COLLECTOR shall distribute the remaining tax revenue to the undersigned TAXING AUTHORITIES according to governing Florida law.

This Agreement does not constitute a pledge or general obligation of ad valorem taxation, or create any obligation on any TAXING AUTHORITY to appropriate or make monies available for any tax year, and does not create the right in any party to compel the exercise of the ad valorem taxing power of any TAXING AUTHORITY.

The TAX COLLECTOR shall annually make available to each TAXING AUTHORITY an accounting of all tax proceeds collected pursuant to the TMA Audit Agreement, the Fees paid to TMA, and the total funds distributed to each TAXING AUTHORITY.

3. Term & Termination: This Agreement shall become effective from the date entered above and shall remain in effect for an initial Twenty-Four (24) Months and shall continue in effect thereafter on a month-to-month basis. This Agreement may be terminated by either party without cause following the initial term upon thirty (30) days written notice.

Any TAXING AUTHORITY may opt out of this Agreement provided it notifies the PROPERTY APPRAISER and TAX COLLECTOR in writing at least ninety (90) days before the end of a fiscal year. The option shall be effective upon the first day of the following fiscal year.

The parties acknowledge that TMA audit services shall not be provided for any parcel in a specific tax district if any TAXING AUTHORITY in that tax district does not sign, or subsequently withdraws from, an agreement or memorandum of understanding for use of property tax collections to fund audit services.

Upon termination of this Agreement, Fees for all audits completed by TMA in effected tax districts up to the date of the notification of termination shall be payable in accordance with the terms provided by the TMA Audit Agreement. Because taxes may not be paid within the term of this Agreement, the authorization of reduced collections for Fee payment shall survive the termination of the Agreement, and shall terminate upon the later of the collection and

payment of all taxes related to TMA audits, or the expiration of such taxes as a matter of Florida law.

4. Severability: Should any provision, portion, or application of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, or should future changes to Florida law conflict with any portion of this Agreement, the parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof, shall not be impaired. If a future change to Florida law conflicts with or preempts the entirety of this agreement, the agreement will be immediately terminated, subject to the termination provisions herein.

5. Public Records: The parties are public agencies subject to Florida's public records laws, including records retention, production, and confidentiality provisions. The PROPERTY APPRAISER and TAX COLLECTOR agree to retain all records maintained by their agencies and associated with the performance of this Agreement in compliance with applicable Florida records retention schedules, and to make all non-confidential or exempt records available for inspection or copying upon request and in compliance with Florida's public records laws.

6. Notice: Any notice required to be given under this Agreement shall be made in writing and sent by first class mail, postage paid, or by hand delivery to, the contact and address for the party as it appears on the signatory page of this Agreement.

7. Applicable Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

8. Sole Benefit: This Agreement is for the sole benefit of the parties hereto, and in no event shall this Agreement be construed to be for the benefit of any third party, nor shall any party be liable for any loss, liability, damages or expenses to any person not a party to this Agreement.

9. Headings: Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

PROPERTY APPRAISER:

JERRY HOLLAND

DATE:

PROPERTY APPRAISER
231 E FORSYTH STREET
JACKSONVILLE, FL 32202
904-630-2011

APPROVED AS TO LEGAL FORM

For the Property Appraiser:

Signature: _____

TAX COLLECTOR:

DATE:

JIM OVERTON
TAX COLLECTOR
231 E FORSYTH STREET
JACKSONVILLE, FL 32202
940-630-1916

APPROVED AS TO LEGAL FORM

For the Tax Collector:

Signature: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

TAXING AUTHORITY
NAME: _____

AUTHORIZED SIGNATURE: _____
PRINT NAME: _____
TITLE: _____
DATE SIGNED: _____

PRIMARY CONTACT: _____
ADDRESS 1: _____
ADDRESS 2: _____
CITY, STATE, ZIP: _____
PHONE: _____
EMAIL: _____

APPROVED AS TO LEGAL FORM

For the TAXING AUTHORITY:

Signature: _____

Name & Title: _____

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: Kent Haines, Information Systems Supervisor
SUBJECT: Replacement of City Phone System
DATE: September 27, 2019

ACTION REQUESTED

Award RFP No. 08-1718 VOIP (Voice Over Internet Protocol) Phone Solution.

BACKGROUND

The City's decentralized phone system has evolved as the City added services and facilities over many years. There are currently one or more phone systems in each of its buildings. These systems operate in different ways and have different features. Recognition of the benefits of operating a standardized, citywide phone system led to the addition of a project to the City's 5-year Capital Improvement Plan in FY2015. The project was budgeted in FY2018, but was delayed due to competing staff time commitments for the on-going ERP conversion.

A VOIP phone system offers the following benefits:

- All City phones operate the same way
- Long-term savings on maintenance costs
- Centralized, reliable voice mail with indicators signifying waiting messages
- City-wide intercom with 4-digit dialing
- Ability for calls to roll to an available extension when a line is busy
- Voice mail messages can be sent to users as an email
- Text messages can be archived
- Statistical analysis of calls

On September 19, 2018, the City issued a request for proposal seeking a VOIP Phone Solution. Invitations were sent to twenty-four (24) VOIP phone providers and eleven (11) responses were received. The proposals were opened on October 17, 2018. An evaluation team consisting of staff from various City departments appraised each response. The top four scores were selected for proposal solution demonstrations. Following the demonstrations, the top four respondents were ranked. The resulting two top scores were then ranked after providing 'Best and Final' offers as requested by the committee.



On December 20, 2018, the vendor with the highest ranked proposal, TouchPoint, Inc., was notified of the City's intent to award the RFP. The vendor has agreed to honor the pricing provided in the original proposal. TouchPoint, Inc., is the local implementation vendor for the RingCentral telephone system.

One-time equipment and installation costs are \$122,190 plus a 10% contingency of \$12,219 for a total of \$134,409. The consolidation of phone systems is expected to produce annual operating savings of roughly \$20,000. Annual operating costs are detailed in the chart below.

Annual Maintenance Costs	
RingCentral VOIP Service Agreement	\$125,433*
Secondary Internet Service for Backup	\$21,600
Current Systems Service Agreements	(\$167,076)
Net Operating Costs (Savings)	(\$20,043)
<i>*No increase for first 3 years. Thereafter, increases limited to 3% annually.</i>	

Funding for the one-time costs is available in the General Capital Projects Fund (phone system reserve). Funding for the annual operating costs is included in each department's current operating budget. If approved, the budget for the one-time cost will be included in the mid-year budget adjustment.

RECOMMENDATION

Award RFP No. 08-1718 VOIP (Voice Over Internet Protocol) Phone Solution to Touchpoint, Inc.



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

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

RFP AWARD NOTICE

Date: December 20, 2018
 From: Luis F. Flores, Property and Procurement Officer
 RE: **RFP No. 08-1718 VOIP Phone Solution**

Recommendation will be presented to the City Manager and/or City Council for:

RFP Number: 08-1718
 Title: VOIP Phone Solution

Award to: ***TouchPoint, Inc.***

Attached are the Evaluation Committee collective score summaries.

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

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

We would like to thank each respondent for their submittal.

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



Evaluation Committee Collective Score Sheet

Invitations were sent to twenty-four (24) VOIP phone providers and eleven (11) responses were received.

An evaluation team consisting of staff from departments city-wide appraised each response. The top four scores were selected for proposal solution demonstrations. Following is the combined scoring tabulation for the November 1, 2018 evaluation committee meeting.

VENDOR	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	SCORE	Rank
Advanced Communication Solutions	9.600	18.133	9.933	11.933	9.133	58.732	1
Cloud Connect Telecom Solutions	5.733	12.000	9.133	7.800	6.933	41.599	7
Cytranet	5.800	12.800	6.600	7.533	4.533	37.266	10
Forerunner Technologies, Inc.	8.467	15.600	5.667	6.800	7.533	44.067	6
Granite Telecommunications, LLC	5.267	11.800	6.333	5.667	5.933	35.000	11
IPfone	7.267	14.133	6.000	6.933	5.800	40.133	8
Mitel Cloud Services, Inc	9.467	18.333	11.333	9.200	8.000	56.333	2
Powernet	7.867	15.467	10.667	9.667	6.400	50.068	5
Presidio Networked Solutions, LLC	8.000	17.267	12.200	9.667	8.533	55.667	3
TeleVoIPs, LLC	5.600	13.133	10.133	6.467	4.600	39.933	9
TouchPoint, Inc.	8.467	17.667	11.000	9.933	8.333	55.400	4

The top four respondents were ranked after proposal solution demonstrations. Following is the combined scoring tabulation for the November 19, 2018 evaluation committee meeting.

VENDOR	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	SCORE	Rank
Advanced Communication Solutions	7.133	11.800	4.933	5.000	5.600	34.466	4
Mitel Cloud Services, Inc	7.000	12.200	7.400	9.333	6.733	42.666	3
Presidio Networked Solutions, LLC	7.333	14.200	10.533	9.733	7.533	49.332	2
TouchPoint, Inc.	7.533	15.467	10.533	9.000	7.533	50.066	1

The two top scores were ranked after providing ‘Best and Final’ offers as requested by the committee. Following is the combined scoring tabulation for the December 19, 2018 evaluation committee meeting.

VENDOR	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	SCORE	Rank
Presidio Networked Solutions, LLC	8.867	17.133	13.333	11.267	9.600	60.200	2
TouchPoint, Inc.	9.600	18.267	13.333	11.067	9.600	61.867	1

City of Jacksonville Beach
RFP #: 08-1718
Title: VOIP Phone Solution

- **Evaluation Criterion 1: Qualifications – 15 points**
Qualifications and previous experience, including similar implementations for Cities in Florida.
- **Evaluation Criterion 2: Completeness of project approach – 30 points**
Completeness of project approach – understanding of the project, proposed methodology, project outline, project schedule, limited disruption.
- **Evaluation Criterion 3: System and equipment features – 20 points**
System and equipment features.
- **Evaluation Criterion 4: Cost proposal – 20 points**
Cost proposal.
- **Evaluation Criterion 5: Warranties, service level agreements – 15 points**
Warranties, service level agreements, liquidated damages.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 7th day of October, 2019 by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida, hereinafter called the CITY, and RingCentral, Inc., 20 Davis Drive, Belmont, CA 94002, hereinafter called CONTRACTOR:

WITNESSETH:

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

Article 1: Scope of Services

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**RFP No. 08-1718 VOIP PHONE SOLUTION
for
THE CITY OF JACKSONVILLE BEACH, FLORIDA,**

for a period of five (5) years from the effective date of this agreement. The agreement may be extended another five (5) years by mutual agreement of the Contractor and the City Manager.

All services shall be performed in accordance with the Specifications prepared by the City of Jacksonville Beach and the proposed services will be awarded as one (1) Contract. Services shall be for all materials, equipment and services, including labor to implement the RFP No 08-1718 VOIP Phone Solution, of which the requirements and scope of services is detailed in:

Attachment "A":	RFP No. 08-1718 VOIP PHONE SOLUTION
Attachment "B":	RFP No. 08-1718 Contractor Proposal
Attachment "C":	Statement of Work – Multiphase Project – Per Site
Attachment "D":	Statement of Work – Core Contact Center
Attachment "E":	Pricing for Options – Per Unit Pricing
Attachment "F":	Pricing for Options (RingCentral Contact Center) – Per Unit Pricing
Attachment "G":	Warranties, Service Level Agreements, Liquidated Damages
Attachment "H":	Master Services Agreement

Article 2: CITY'S Responsibility

Access to Work Area: The CITY shall provide the CONTRACTOR access to all areas in which

services are to be performed.

Article 3: Terms of Agreement

This Agreement shall be effective from the date of, October 7, 2019, and will continue in effect through five (5) years ending on October 6, 2024. The agreement may be extended for another five years with approval of the Contractor and the City Manager.

Article 4: Nonexclusive Contract

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict the CITY from acquiring similar, equal or like goods and/or services from other entities or sources.

Article 5: Payment To Contractor

The CONTRACTOR agrees to provide services as described in the CONTRACT DOCUMENTS and comply with the terms therein.

5.1 *For Basic Services:* CITY shall pay CONTRACTOR for Contractual Services performed or furnished under the

Attachment "A": RFP No. 08-1718 VOIP PHONE SOLUTION
Attachment "B": RFP No. 08-1718 Contractor Proposal
Attachment "C": Statement of Work – Multiphase Project – Per Site
Attachment "D": Statement of Work – Core Contact Center

as set forth in the Contractor's Proposal Packet (**Attachment "B"**) submitted by the Contractor in response to: **RFP No. 08-1718 VOIP PHONE SOLUTION and associated PROPOSAL TENDER FORM.**

5.2 *For Additional Services:* Notwithstanding the scope of work enumerated in

Attachment "E": Pricing for Options – Per Unit Pricing
Attachment "F": Pricing for Options (RingCentral Contact Center) – Per Unit Pricing

the CONTRACTOR will, upon written request from the CITY, provide any and all other services normally falling within the services offered by the CONTRACTOR. In advance of performance of additional services, CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested.

5.3 *Invoices.*

- A. *Preparation of Invoices:* Invoices will be prepared in accordance with CONTRACTOR'S standard invoicing practices and will be submitted to the CITY by CONTRACTOR, unless otherwise agreed.
- B. *Payment of Invoices:* Invoices are due and payable within 30 days of the invoice date.
- C. *Disputed Invoices:* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4 *Payment Upon Termination:* In the event of termination, CONTRACTOR will be entitled to be paid as set out in Attachment H, Section 5) b) "Effect of Termination".

5.5 *Records of CONTRACTOR'S cost:* Records of CONTRACTOR'S cost pertinent to CONTRACTOR'S compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. Upon the CITY'S request, copies of such records will be made available by the CONTRACTOR to the CITY, at no cost to the CITY.

Article 6: Standards of Performance

CONTRACTOR and CITY shall comply with applicable Laws, Regulations, and CITY - mandated standards. This Agreement is based on these requirements as of its Effective Date and includes the attached:

Attachment "A":	RFP No. 08-1718 VOIP PHONE SOLUTION
Attachment "B":	RFP No. 08-1718 Contractor Proposal
Attachment "C":	Statement of Work – Multiphase Project – Per Site
Attachment "D":	Statement of Work – Core Contact Center
Attachment "E":	Pricing for Options – Per Unit Pricing
Attachment "F":	Pricing for Options (RingCentral Contact Center) – Per Unit Pricing
Attachment "G":	Warranties, Service Level Agreements, Liquidated Damages
Attachment "H":	Master Services Agreement

Changes to these requirements after the Effective Date CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested.

Article 7: Contractor as Independent Contractor

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

Article 8: Subcontracting

RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

Article 9: Authorized Project Representatives

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

Article 10: Inspection of Work

The CONTRACTOR shall furnish the CITY or the CITY'S representative with every reasonable opportunity for determining whether or not the WORK is performed in accordance with the requirements of this Agreement. The CITY may appoint persons to inspect the CONTRACTOR'S operations, equipment, and performance, and the CONTRACTOR shall permit these persons to make such inspections.

Article 11: Right To Require Performance

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

Article 12: Extraordinary Occurrences

It is agreed that in no event shall the CITY or CONTRACTOR be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, natural disaster, or any other cause not within reasonable control of the CITY or the CONTRACTOR. The

CONTRACTOR recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences.

Article 13: Insurance

RingCentral shall, at its own expense, maintain insurance throughout the term of this Agreement as follows:

- 1) **Commercial General Liability insurance**, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, products and completed operations, contractual liability and personal and advertising injury.
- 2) **Auto Liability insurance**, with limits not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for all owned, hired or non-owned vehicles.
- 3) **Workers' Compensation insurance**, as required by statute in each jurisdiction in which this Agreement will be performed. For work performed within Florida Workers Compensation obligations imposed by state law are employers' liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.
- 4) **Employer's Liability insurance**, with limits not less than \$1,000,000.
- 5) **Umbrella Liability insurance**, providing excess limits for Commercial General Liability, Auto Liability and Employer's Liability insurance, on a follow form basis, with limits not less than \$1,000,000.

All policies required above shall be written with carriers maintaining an A.M. Best rating of A-VII or better. RingCentral shall name the City of Jacksonville Beach (CITY) as additional insured on RingCentral's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. RingCentral shall provide Customer with a Certificate of Insurance upon execution of this Agreement and upon customer request thereafter. Insurer will endeavor to inform the CITY at least thirty (30) calendar days in advance of cancellation or non-renewal.

Article 14: Termination

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

14.1 *For cause.* By either the CITY or CONTRACTOR upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The terminating party's right to terminate this Agreement may be exercised if the terminated party does not cure such substantial failure within the 30 days after receipt of the notice from the terminating party specifying the failure.

14.2 *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The

CITY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council. CONTRACTOR will be entitled to be paid as set out in Attachment H, Section 5) b) "Effect of Termination".

Article 15: Indemnification

Subject to Attachment H, Section 9:

- A: General Indemnity.** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the City, its officers, directors, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description and all costs, including attorney fees, arising under this Agreement, including claims for property damage and claims for injury to or death of persons arising out of or occurring as a result of any act or omission of the CONTRACTOR, its officers, agents, or employees in the performance of its obligation under this Agreement, other than claims arising from the intentional or negligent acts or omissions of the City, its officers, directors, partners, agents, contractors or employees. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy. The CITY expressly reserves all rights to sovereign immunity granted to municipalities by law, including but not limited to, Section 768.28, Florida Statutes.
- B: Copyright and Intellectual Property Rights.** At CONTRACTOR's expense as described herein, CONTRACTOR shall indemnify, defend and hold CITY and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim. CONTRACTOR shall also reimburse the CITY for those attorneys' fees incurred by the CITY at CONTRACTOR's request in respect of each claim. To qualify for such defense and payment, CITY must: (i) give CONTRACTOR prompt written notice of such claim; and (ii) allow CONTRACTOR to control, and fully co-operate with CITY in the defense and all related negotiations. CONTRACTOR's obligation under this Section is conditional upon CITY's agreement that, if the professional services become, or in CONTRACTOR's opinion (as stated in writing to CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then CITY shall permit CONTRACTOR, at CONTRACTOR's expense, either to procure the right for CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in the CITY's environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) CITY's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii) custom programming for which CONTRACTOR does not develop the specifications or where the code at issue is supplied by CITY. This subsection states CONTRACTOR's entire obligation regarding intellectual property right infringement.

Article 16: Notices

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

Article 17: Survival

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

Article 18: Severability

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

Article 19: Waiver

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

Article 20: Headings

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

Article 21: Contract Documents

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

21.1 Contract Agreement (pages 1 to 14, inclusive).

21.2 Attachment "A": RFP No. 08-1718 VOIP PHONE SOLUTION in total.

21.3 Attachment "B": Bid Proposal Packet submitted by Contractor in response to Attachment "A", RFP No. 08-1718 VOIP PHONE SOLUTION, including, but not limited to:

A. Contractor's PROPOSAL TENDER FORM

B. Contractor's DRUG-FREE WORKPLACE COMPLIANCE FORM

C. Contractor's NON-COLLUSION STATEMENT

21.4 Attachment "C": Statement of Work – Multiphase Project – Per Site

- 21.5 Attachment “D”: **Statement of Work – Core Contact Center**
- 21.6 Attachment “E”: **Pricing for Options – Per Unit Pricing**
- 21.7 Attachment “F”: **Pricing for Options (RingCentral Contact Center) – Per Unit Pricing**
- 21.8 Attachment “G”: **Warranties, Service Level Agreements, Liquidated Damages**
- 21.9 Attachment “H”: **Master Services Agreement**

There are no Contract Documents other than those listed above in this Article 21. The Contract Documents may only be altered, amended, or repealed in accordance with the Terms and Conditions.

Article 22: Governing Law

This agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of Duval County, Florida, shall have jurisdiction of any claim arising in connection with this agreement.

Article 23: Materials and Services

The professional fees for the CONTRACTOR’s services are set forth on the “Fee Schedule” as contained in the CONTRACTOR’s submitted proposal and made part hereof.

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

Article 24: Miscellaneous Charges

The CONTRACTOR charges for travel or other expenses shall be as set out in the Statement(s) of Work mutually agreed between CONTRACTOR and the CITY.

Article 25: General Terms

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

Article 26. Public Records Law Chapter 119 Florida Statutes

The Parties acknowledge that the CITY is a governmental entity subject to the Florida Public Records Law, as governed by Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:

TELEPHONE NUMBER: 904-247-6250 EXT # 11

EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET

MAILING ADDRESS: 11 NORTH THIRD STREET

JACKSONVILLE BEACH, FL 32250

The CONTRACTOR must keep and maintain public records required by the CITY to perform the service. The CONTRACTOR acknowledges that upon request from the CITY, the CONTRACTOR must provide the CITY with a copy of the requested records or allow the record to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The CONTRACTOR must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if The CONTRACTOR does not transfer the records to the CITY. Upon completion of the contract, The CONTRACTOR shall transfer, at no cost to the CITY, all public records in their possession OR keep and maintain all public records required by the CITY to perform the service contemplated herein. If The CONTRACTOR transfers all public records to the CITY upon completion of the contract, The CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If The CONTRACTOR keeps and maintains the public records upon completion of the contract, The CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY, in a format that is compatible with the CITY's information technology systems.

The CONTRACTOR acknowledges that a request to inspect or copy public records relating to a CITY's contract for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify The CONTRACTOR of the request, and The CONTRACTOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If The CONTRACTOR fails to provide the public records to the CITY within a reasonable time it may be subject to penalties under s. 119.10, Florida Statutes. The CONTRACTOR acknowledges its potential liability pursuant to Section 119.0701(4), Florida Statutes, if the CITY has to seek legal action to compel The CONTRACTOR to produce public records relating to a CITY's contract for services.

----- NOTHING ELSE FOLLOWS ON THIS PAGE -----

CONTRACT AGREEMENT for City RFP 08-1718
City of Jacksonville Beach, Property and Procurement
Effective Date: 10/07/2019

TITLE: VOIP Phone Solution
Term: 5 years

End Date: 10/06/2024

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

This agreement was made and entered into as of the last signature date shown below and has Effective Date of October 7, 2019 (Article 3).

CITY: CITY OF JACKSONVILLE BEACH, FLORIDA

BY: _____
William C. Latham, Mayor

BY: _____
Mike Staffopoulos, City Manager

ATTEST: _____ Date Signed: _____
Laurie Scott, City Clerk

CONTRACTOR: RINGCENTRAL, INC

BY: _____

PRINTED NAME: _____

TITLE: _____

ATTEST: _____ Date Signed: _____

PRINTED NAME: _____

CONTRACT AGREEMENT for City RFP 08-1718
City of Jacksonville Beach, Property and Procurement
Effective Date: 10/07/2019

TITLE: VOIP Phone Solution

Term: 5 years

End Date: 10/06/2024

AGENT FOR SERVICE OF PROCESS

CITY:

CONTRACTOR:

Address for Giving Notices:

Address for Giving Notices:

City of Jacksonville Beach

Property and Procurement Division

1460A Shetter Avenue

Jacksonville Beach, Florida 32250

Designated Representative
(Article 9):

Designated Representative
(Article 9):

Name: Luis Flores

Name: _____

Title: Property and Procurement Officer

Title: _____

Phone Number: 904-247-6226

Phone Number: _____

CONTRACT AGREEMENT for City RFP 08-1718
City of Jacksonville Beach, Property and Procurement
Effective Date: 10/07/2019

TITLE: VOIP Phone Solution

Term: 5 years

End Date: 10/06/2024

Attachment A – RFP 08-1718

On 9/10/18, the City of Jacksonville Beach published Request for Proposal #08-1718. This RFP outlined the City’s requirements for a Voice Over IP telephone solution. The plan was to consolidate all City locations with a centralized telephone system.

Eleven vendors submitted proposals. The selection committee narrowed the vendors to four, and requested demonstrations from those four vendors. The selection committee then narrowed the respondents to two vendors and asked for best and final offers. The selection committee then selected TouchPoint as the vendor for a RingCentral telephone system.



City of Jacksonville Beach

Property and Procurement Division
1460A Shetter Ave., Jacksonville Beach, FL 32250
Purchasing@jaxbchfl.net



REQUEST FOR PROPOSALS (RFP)

RFP Number:	08-1718
RFP Title:	VOIP PHONE SOLUTION

Submittal Deadline	
Day:	Wednesday
Date:	October 17, 2018
Time:	2:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

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

CONTRACT AGREEMENT for City RFP 08-1718
City of Jacksonville Beach, Property and Procurement
Effective Date: 10/07/2019

TITLE: VOIP Phone Solution

Term: 5 years

End Date:10/06/2024

RFP Advertised	9/19/2018
Deadline to Submit Questions	10/5/2018
Addendum (if necessary) Issued	10/10/2018
Submission Deadline	10/17/2018
RFPs Opened	10/17/2018
RFPs Evaluated	10/26/2018
Vendor Demonstrations	11/2/2018
Council Approval	11/19/2018

CONTRACT AGREEMENT for City RFP 08-1718
City of Jacksonville Beach, Property and Procurement
Effective Date: 10/07/2019

TITLE: VOIP Phone Solution
Term: 5 years

End Date: 10/06/2024

REQUEST FOR PROPOSALS

Sealed proposals, subject to the terms and conditions specified in this **Request for Proposals (RFP)**, will be received until **Wednesday, 2:00p.m. October 17, 2018**, and then opened publicly by the Property and Procurement Division, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250 for furnishing the following:

RFP Number: 08-1718

RFP Title: VOICE OVER INTERNET PROTOCOL (VOIP) PHONE SOLUTION

Please submit one (1) original plus ten (10) copies and one (1) CD (or thumb drive) in one sealed envelope clearly marked with the RFP number and title. **It is incumbent upon the respondent to ensure that all copies of the RFP package submittal are complete and exact replicas of each other. Packages received without the requested information or quantities may be rejected.**

Place the sealed envelope within another sealed envelope clearly marked in the same manner as the first envelope. This is done to prevent accidental opening of the sealed proposals by our staff.

Submissions received after the posted due date and/or time will not be considered. Modifications received after the due date and/or letters of withdrawal received after the due date or after contract award, whichever is applicable, will not be considered.

No verbal interpretations will be made of any proposal documents. Requests for such interpretations shall be made via email to Purchasing@jaxbchfl.net at least seven (7) days prior to the proposal opening date. Interpretation will be in the form of an addendum and issued to all respondents.

CITY OF JACKSONVILLE BEACH

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

GENERAL PROVISIONS

1.1 INSTRUCTIONS TO RESPONDENTS

- **Specifications** that are **explicit** to this particular **RFP 08-1718** are at **Exhibit “A”**, which begins on **page 24**.
- Respondent must provide the following, completely filled out, appropriately executed, and timely submitted as the minimal proposal package. These required documents start on **page 15**:
 - **Proposal Tender Form** (4 pages),
 - **Forms 2, 3, 4, 5 and 6** (5 pages), and
 - **Respondent Requirements**, (see page 28, Section 5. Exhibit “A”).

The CITY will evaluate submittals based on the criteria set forth in this package. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

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

1.2 TERMS AND CONDITIONS

- A. **General**. It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the “CITY.”
- B. **Time for CITY Acceptance**. Unless otherwise specified herein, the submitter will allow sixty (60) days from the last date for the receiving of proposals for acceptance of its submittals by the CITY.
- C. **Effective Contract Term Start Date**. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. **Extension of Contract**. If the CITY should advertise for proposals, the contract resulting from this RFP shall automatically be extended month-to-month past its term end date. This will allow the CITY to receive and assess proposals, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and, to maintain safety and health standards.
- E. **Contract Termination**. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
 - 1) The Contractor fails to perform the work in a satisfactory manner as determined by the CITY.
 - 2) The Contractor fails to perform the work in a timely manner as determined by the CITY.

The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.

F. Award.

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

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

H. Payments. The Contractor shall be paid, upon the submission of an invoice, the prices stipulated herein for items delivered and accepted. Invoices must show Purchase Order Number, corresponding Purchase Order line #, and be sent electronically to Purchasing@jaxbchfl.net.

Disputed Invoice(s). In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid. All disputed invoices shall be resolved within 20 days of original submittal.

Payments Upon Termination. In the event of any termination under paragraph 1.2 E., VOIP Phone Solution provider shall be entitled to invoice CITY and will be paid in accordance with VOIP Phone Solution contract for all services performed or furnished until the date of termination.

1.3 ADDITIONAL INFORMATION

The information in this RFP package is provided to facilitate proposals. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Luis F. Flores, Property and Procurement Officer, in the Property and Procurement Division via email at Purchasing@jaxbchfl.net.

1.4 ADDENDA TO THE RFP

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of those respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFP. However, prior to submitting a proposal, it shall be the responsibility of the respondent to contact the CITY's Property and Procurement Division at Purchasing@jaxbchfl.net to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFP. Respondents should either acknowledge receipt of such addendum(s) on their proposal, or attach such addendum(s) to their

proposal. Additionally, all documents associated with this RFP are available on the CITY's webpage:

<http://www.jacksonvillebeach.org/government/departments/finance/bidrfp-rfq-listings>

1.5 USE OF PROPOSAL RESPONSE FORMS

All proposals must include the completed *Proposal Tender Form* provided in this package, and all questions must be answered. Proposals will not be accepted where the *Proposal Tender Form* has been retyped or altered by the respondent. Failure to comply may preclude consideration of the proposal. Supplemental information may be attached to the *Proposal Tender Form*.

1.6 DEVIATIONS FROM REQUESTED PLAN

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

1.7 CONFLICT WITH SPECIMEN CONTRACTS

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

1.8 ERRORS IN SUBMITTALS

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

1.9 LEGAL AND REGULATORY COMPLIANCE

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION

OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:

**TELEPHONE NUMBER: 904-247-6250 EXT # 10
EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET
MAILING ADDRESS: 11 NORTH THIRD STREET JACKSONVILLE BEACH,
FL 32250**

1.10 CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE

The CITY should be given at least 90 days' notice of cancellation, non-renewal, adverse change or increase in rates.

1.11 WAIVER/REJECTION OF PROPOSALS

The CITY reserves the right to waive formalities or informalities in proposals and to reject any or all proposals or portions of proposals, or to accept any proposals or portions of proposals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the respondent. The CITY shall not be liable for any costs incurred by any firm responding to this RFP

1.12 AUTHORIZED OFFER

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

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

1.13 EVALUATION OF PROPOSALS

The CITY will evaluate each proposal based on all the criteria set forth in the RFP. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

1.14 USE OF PROPOSAL BY OTHER AGENCIES

It is hereby made a part of this RFP that the submission of any proposal response to the advertisement request constitutes a proposal made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the submitter and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may

be extended to other governmental agencies including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

1.15 PUBLIC ENTITY CRIMES STATEMENT

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

1.16 CONFLICT OF INTEREST CERTIFICATE

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

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

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

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

1.17 NON-COLLUSION AFFIDAVIT

As part of the solicitation process, Respondents are required to complete a Non-Collusion Affidavit. This is intended to prevent corruption in the solicitation process by requiring a declaration from the Respondent that they have not colluded with any other party in preparation of their proposal. (See **attached FORM 5**)

1.18 DISCRIMINATION CLAUSE

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

1.19 SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY

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

1.20 INSURANCE REQUIREMENTS

A. GENERAL PROVISIONS

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease,

death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

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

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

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

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

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

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

C. INSURANCE REQUIREMENTS:

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

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

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

Worker's Compensation Coverage is required.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000.00 each accident, \$100,000.00 each employee

and \$500,000.00 policy limit for disease.

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

General Liability Coverage is required for Contractor and all subcontractors.

Commercial General Liability in Occurrence Form.

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

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

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

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

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

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

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

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

Professional Liability

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

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

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

Excess or Umbrella Liability Coverage.

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

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

Claims Made Coverage – No Gap

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

D. CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS

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

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

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

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any sub-contractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the City as “additional insured”.

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

1.21 PERFORMANCE AND PAYMENT BONDS (see specifications for requirements) N/A

- A. Simultaneously with his delivery of the executed contract to the CITY, a respondent, to whom a contract has been awarded, must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one-hundred percent (100%) of the total amount of the accepted Proposal, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney-in-Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so. N/A
- B. The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period. N/A

1.22 BANKRUPTCY

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

1.23 NONEXCLUSIVE

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

1.24 DRUG FREE WORKPLACE COMPLIANCE FORM

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

1.25 WARRANTY:

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

1.26 PROTEST:

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

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

1.27 FRAUD AND MISREPRESENTATION:

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

1.28 OMISSIONS IN SPECIFICATIONS:

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

1.29 FORCE MAJEURE

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

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

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

1.30 RFP AWARD NOTICE FORM:

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

1.31 INDEMNIFICATION:

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

1.32 RFP IS NOT A BID:

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

FORM 1: PROPOSAL TENDER FORM (Page 1 of 4)

RFP NUMBER: 08-1718

RFP DATE: _____, 2018

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

FROM: _____

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal**.

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the *Proposal Tender Form* must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for **VOIP PHONE SOLUTION** for the City of Jacksonville Beach, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Tender Form** for the **VOIP PHONE SOLUTION** as follows:

VOIP Phone Solution - Cost Proposal

Year	Description of Fee(s)	Startup Costs	Monthly Costs	Annual Costs	Total Costs
1					
1					
1					
2					
2					
3					
3					
4					
4					
5					
5					
Total Years 1-5					\$

FORM 1: PROPOSAL TENDER FORM (Page 3 of 4)

The respondent understands that the CITY reserves the right to: 1) reject all proposals and waive informalities, in whole or in part, in the proposals, and 2) to accept the proposal that in its judgment will best serve the interest of the CITY.

<u>ADDENDA RECEIPT VERIFICATION</u>			
Respondent shall acknowledge receipt of all addenda, if any, to the Request for Proposals, by filling in Addenda Numbers and dates below.			
Addendum #:	_____	Dated:	_____
Addendum #:	_____	Dated:	_____

<u>PROPOSAL DOCUMENT TURN-IN CHECKLIST</u>		
The following documents are to be completed, signed and submitted as part of the Proposal Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.		
INITIAL Check-Off	FORM	SECTION TITLE
[]	1	<i>PROPOSAL TENDER FORM</i> (Pages 15 thru 18)
[]	2	<i>RFP AWARD NOTICE FORM – Mandatory Cover Sheet</i> (Page 19)
[]	3	<i>REQUIRED DISCLOSURE FORM</i> (Page 20)
[]	4	<i>DRUG-FREE WORKPLACE COMPLIANCE FORM</i> (Page 21)
[]	5	<i>NON-COLLUSION AFFIDAVIT</i> (Page 22)
[]	6	<i>NON-BANKRUPTCY AFFIDAVIT</i> (Page 23)
[]		<i>TAB 1 - Cover Letter</i>
[]		<i>TAB 2 – Firm Introduction</i>
[]		<i>TAB 3 - Qualifications and previous implementations for Cities in Florida</i>
[]		<i>TAB 4 – Project approach including timeline</i>
[]		<i>TAB 5 – System and equipment features</i>
[]		<i>TAB 6 – Cost proposal</i>
[]		<i>TAB 7 – Warranties, service level agreement, liquidated damages</i>
[]		<i>TAB 8 – Other information</i>
NOTE: Please INITIAL Check-Off of each document / activity / requirement that is attached to the Proposal Tender Form and/or is required by the RFP and/or Addenda.		

By: _____
 Signature of Authorized Submitter

 Title (typed or neatly printed)

SUBMITTED BY: _____
 Typed/Printed Name of Authorized Submitter

DATE: _____

FORM 1: PROPOSAL TENDER FORM (Page 4 of 4)

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

TELEPHONE NUMBER: _____

(If Corporation, President, Secretary and Treasurer identification)

PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

SEAL: (if Proposal is by a Corporation.)

FORM 2

RFP AWARD NOTICE FORM

City of Jacksonville Beach

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

Mandatory Cover Sheet

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

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

PLEASE PRINT CLEARLY

 ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Proposals were received and evaluated, and the following recommendation will be presented to the City Council for award of RFP No. 08-1718 per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the respondent or proposer of the RFP Award Notice from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

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

Thank you for your proposal.

Sincerely,

CITY OF JACKSONVILLE BEACH

FORM 4

DRUG-FREE WORKPLACE COMPLIANCE FORM

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

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

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

Vendor's Signature

(Word/Drug Free)

FORM 5

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says that:

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

By: _____

Sworn and subscribed to before me this _____ day of _____,

20, in the State of _____, County of _____.

Notary Public

My Commission Expires: _____

FORM 6

NON-BANKRUPTCY AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP #: 08-1718**.
3. **Certification Statement:** This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

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

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

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here:

EXHIBIT "A"

SPECIFICATIONS FOR VOICE OVER INTERNET PROTOCOL (VOIP) PHONE SOLUTION

1. OBJECTIVE

The City of Jacksonville Beach, Florida, is requesting proposals from experienced firms who are interested in providing a turnkey Hosted - Voice over Internet Protocol (VOIP) phone solution that includes services, materials, equipment, implementation and transitioning services from the City's existing multiple telephone systems into one unified telephone system. Phone, fax and data lines are currently provided through the State of Florida, Department of Management Services, SUNCOM system. Proposals shall include terms that provide the City with pricing for Equipment, Materials, Professional Services, Manufacturer's Warranty, Maintenance, Support and Licensing. The solution costs shall be all inclusive and broken down between startup costs, individual equipment costs by model, monthly services costs, annual costs and costs associated with a 5-year lease (if applicable). Costs to maintain the system after the 5-year initial period (years 6-10) shall be included in the proposal. The Information Systems Supervisor will manage the project.

2. SCOPE OF SERVICES

- I. City Locations, Departments and Existing Lines (subject to change)
 - a. Archives Building, 328 1st Ave S, Jacksonville Beach
 - i. Archives
 1. 2 data lines (security & fire alarm)
 - b. Beaches Energy Services, 1460-A Shetter Ave , Jacksonville Beach
 - i. Administration
 1. 4 phone lines
 2. 1 fax line
 - ii. Engineering
 1. 11 phone lines
 - iii. Underground
 1. 3 phone lines
 2. 1 data line (fuel system)
 - iv. Overhead
 1. 4 phone lines
 - v. Dispatch
 1. 6 phone lines
 - vi. Operations
 1. 4 phone lines
 - c. Beaches Energy Meter Shop, 1460-C Shetter Ave , Jacksonville Beach

- i. Meter Shop
 - 1. 5 phone lines
 - 2. 1 fax lines
- d. Beaches Energy-SCADA, 1111 5th Ave S, Jacksonville Beach
 - i. SCADA
 - 1. 10 phone lines
 - 2. 1 fax line
- e. City Hall, 11 N 3rd St, Jacksonville Beach
 - i. Building Inspection
 - 1. 4 phone lines
 - 2. 0 fax lines
 - ii. City Clerk & Council Chambers
 - 1. 5 phone lines
 - 2. 1 fax line
 - iii. City Hall – Main Desk & General Numbers
 - 1. 9 phone lines
 - 2. 1 data line (elevator)
 - iv. City Manager
 - 1. 7 phone lines
 - 2. 1 fax line
 - v. Finance/Accounting
 - 1. 11 phone lines
 - vi. Human Resources
 - 1. 8 phone lines
 - 2. 2 fax lines
 - vii. Information Systems
 - 1. 3 phone lines
 - viii. Planning and Development
 - 1. 5 phone lines
 - 2. 1 fax line
 - ix. Property Department
 - 1. 2 data lines (alarms)
 - x. Utility Billing Call Center
 - 1. 22 phone lines (including IVR)
 - 2. 1 fax line
- f. Fire Station, 325 2nd Ave S, Jacksonville Beach
 - i. Fire Station - Main
 - 1. 5 phone lines
 - 2. 1 fax line
 - 3. 2 data lines
- g. Fire Station, 2500 S Beach Pkwy, Jacksonville Beach
 - i. Fire Station – S Beach Pkwy

1. 1 phone line
2. 1 fax line
- h. Golf Course, 605 Penman Rd S, Jacksonville Beach
 1. 11 phone lines
 2. 1 fax line
- i. Parks and Recreation-Administration, 2508 S Beach Pkwy, Jacksonville Beach
 - i. Administration
 1. 8 phone lines
 2. 1 fax line
 3. 1 data line (fire/security)
- j. Parks and Recreation-Carver Center, 777 5th Ave S, Jacksonville Beach
 1. 1 phone line
 2. 1 fax lines
- k. Parks and Recreation-Grounds Maint., 605 Penman Rd, Jacksonville Beach
 1. 5 phone lines
- l. Parks and Recreation-Ocean Rescue, 2 Ocean Front N, Jacksonville Beach
 1. 0 phone lines
 2. 1 fax lines
- m. Parks and Recreation-Tennis Center, 218 16th Ave S, Jacksonville Beach
 1. 1 phone line
 2. 1 fax lines
- n. Public Works-Administration, 1460-A Shetter Ave, Jacksonville Beach
 - i. Administration
 1. 10 phone lines
 2. 1 fax line
 - ii. Distribution and Collection
 1. 2 phone lines
 2. 1 fax line
 - iii. Streets Division
 1. 5 phone lines
 2. 0 fax lines
- o. Public Works-Pollution Control Plant, 910 10th St S, Jacksonville Beach
 - i. Pollution Control Plant
 1. 5 phone lines
 2. 1 fax line
 3. 1 data line
- p. Public Works-Water Plant #1, 337 1st Ave S, Jacksonville Beach
 - i. Water Plant #1
 1. 2 phone line
 2. 1 fax line
 3. 1 data line (alarm)

- q. Public Works-Water Plant #2, 1050 Osceola Ave, Jacksonville Beach
 - i. Water Plant #2
 - 1. 1 phone line
 - 2. 0 fax lines
 - r. Police Department, 101 Penman Rd S, Jacksonville Beach
 - i. Administration
 - 1. 11 phone lines
 - 2. 1 fax line
 - ii. Records
 - 1. 7 phone lines
 - 2. 0 fax lines
 - iii. Detectives
 - 1. 15 phone lines
 - 2. 1 fax lines
 - iv. Patrol
 - 1. 16 phone lines
 - 2. 3 fax lines
 - v. Dispatch
 - 1. 11 phone lines
 - 2. 1 fax line
 - vi. Ancillary
 - 1. 9 phone lines
 - 2. 0 fax lines
 - s. Police Department – Animal Control & Property, 1460-B Shetter Ave, Jacksonville Beach
 - i. Animal Control & Property
 - 1. 2 phone lines
 - 2. 1 fax line
 - t. Property and Procurement Division, 1460-A Shetter Ave, Jacksonville Beach
 - i. Procurement
 - 1. 6 phone line
 - 2. 1 data line (gate)
 - ii. Storeroom
 - 1. 2 phone lines
 - 2. 1 data line (elevator)
 - u. Fleet Management, 1460-D Shetter Ave, Jacksonville Beach
 - i. Fleet Management
 - 1. 4 phone lines
 - 2. 0 fax lines

II. Existing Network

The City will utilize existing POE switches manufactured by Meraki. The model numbers include MS320, MS250, and MS220. Comcast/Xfinity is the City's internet service provider with a bandwidth of 100Mbps. The internet access points are located at the O&M facility at 1460 Shetter Ave. Ethernet drops are available at each identified phone location, except at the Archive facility and Carver Center.

III. VOIP Phone Solution Proposal Requirements (outline additional features)

- Porting of existing numbers.
- Administrator can assign extensions.
- Ability to establish call groups.
- Fax over IP functionality.
- Provide a failover solution during a system outage.
- Enterprise voice mail services.
 - Voicemail to email transcription that interfaces with Microsoft Exchange.
 - Ability to forward voicemails.
 - Ability to play, rewind, fast forward through voicemail.
 - Call Center functionality with capabilities fully explained in the proposal.
 - Play recorded message prior to distributing call (call recorded for quality assurance purposes).
 - Call Group 1 – X individuals in order.
 - Overflow to Call Group 2.
 - Call queuing – determine how incoming calls are distributed.
 - Call coaching tools.
 - Transfer from one Call Center to another Call Center at a predetermined time with ability to override.
 - Call Center Reporting with customizable reporting and analytics (time to answer, number of calls, length of call, etc.)
 - Provide ability to record and play announcements to callers on hold.
 - Connectivity to 3rd party IVR system.
 - Wallboard software (performance monitoring).
- Always on call recording (inbound/outbound) for select lines. On demand recording for all other lines. Minimum 120 days storage for recorded calls.
- Call Accounting/Reporting for all phones.
- Conference calling bridge that will allow up to 50 users on any device to join the conference call.
- E-911 showing correct physical location of the caller.
- Automated attendant functionality for departments and call centers.
- Hold Music – ability to customize.
- Texting capabilities.
- Phones with speakerphones.
- Phones with noise cancelling.

- Call Forwarding/Follow me call routing.
- Caller ID.
- Call blocking.
- Call screening – direct call based on caller.
- Quality of Service guarantees with penalties.
- Single sign on and LDAP sync.
- Administrator virtual console.
- Software phone capabilities – via desktop and phone app (ios & android).
- Ability to assign a number to all employees with a physical or virtual phone (total estimate of 400 numbers).
- Bandwidth utilization and inbound/outbound call detail reports.
- No third party software.

3. MINIMUM QUALIFICATIONS

Firms must have a minimum of five (5) years of demonstrated experience in the successful implementation and support of Hosted VOIP systems, including cities in the State of Florida.

4. DELIVERABLES

The services must be completed within 180 days upon execution of the contract unless an extension is granted by the Jacksonville Beach City Council.

5. REQUIREMENTS

Proposals shall be in writing and shall include the following in a tabulation format:

- TAB 1 - Cover Letter
- TAB 2 – Firm Introduction
- TAB 3 - Qualifications and previous implementations for Cities in Florida
- TAB 4 – Project approach including timeline
- TAB 5 – System and equipment features
- TAB 6 – Cost proposal
- TAB 7 – Warranties, service level agreement, liquidated damages
- TAB 8 – Other information

Fee Structure: The total fee for the VOIP Phone Solution must be included in the proposal and must be valid for 90 days from the proposal opening date.

6. EVALUATION CRITERIA AND SELECTION AWARD PROCESS

Evaluation Process: All proposals submitted in response to the RFP shall be first evaluated according to the evaluation criteria herein. The Evaluation Committee (Committee) shall be comprised of individuals from key departments in the City. The Committee shall determine the individuals or firms, which meet the minimum requirements pursuant to selection criteria of the RFP. All proposals shall be evaluated using the same criteria and scoring process. The maximum number of evaluation points per criteria is listed on the right of each item.

Criteria: The following criteria shall be used by the Committee to evaluate proposals:

Criteria	Maximum Points Assigned
Qualifications and previous experience, including similar implementations for Cities in Florida	15
Completeness of project approach – understanding of the project, proposed methodology, project outline, project schedule, limited disruption.	30
System and equipment features	20
Cost proposal	20
Warranties, service level agreements, liquidated damages	15
Total Points	100

Selection of Qualified Proposals: The Jacksonville Beach Voice Over Internet Protocol Evaluation Committee (Committee) will review the proposals submitted by all proposers. Based on the evaluation criteria, the Committee will determine which proposal(s) is most advantageous for the award of the contract. The City of Jacksonville Beach may at any time investigate a Proposer's ability to perform work and may ask for additional information about a company and its work on previous contracts. Proposers may choose not to submit such information, however if failure to submit such information does not clarify the questions concerning the ability to perform, the Committee may discontinue further consideration of a proposal. The Committee would typically be interested in previous experience in performing similar or comparable work, system reliability, system and equipment features and other relevant information. Please be aware that the Committee may use sources of information not supplied by the Proposer concerning the abilities to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from professional or trade newsletters or other publications or from non-published sources made available to the City.

Demonstration of Proposal Solution: After selection of the best-qualified proposers, the Committee will require a demonstration of the proposed Voice Over Internet Protocol Solution by one or more firms before making a final decision. The City will invite the

proposer(s) with the highest evaluation scores to make such demonstrations. During the presentation, the Committee and the Proposer will review in detail all aspects of the City's requirements and the proposal. During these reviews, the Proposer may offer revisions and the Committee may accept the revisions in the proposal. Similarly, the Committee may ask for revisions, and the Proposer may accept.

Award: The award may be awarded to the most advantageous proposal based on the evaluation criteria and solution demonstration. Alternatively, the top scoring proposals may require the candidate to submit final and best offers.

ADDENDUM No. 1

RFP No.: 08-1718
Title: VOIP Phone Solution

The purpose of Addendum No. 1 to RFP No. 08-1718 VOIP Phone Solution is to answer the following questions.

Question 1:

Whether companies from Outside USA can apply for this? (like, from India or Canada)

Answer 1:

No, respondent product and support solutions must be based in the United States of America (USA).

Question 2:

Whether we need to come over there for meetings?

Answer 2:

Yes (all 'best-qualified') proposers will conduct on-site demonstration of their Voice Over Internet Protocol solution. The demonstration will take place in Jacksonville Beach, Florida 32250.

Question 3:

Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada).

Answer 3:

The proposal can be created anywhere, but respondent support must be based in the United States of America (USA).

Question 4:

Can we submit the proposals via email?

CONTRACT AGREEMENT for City RFP 08-1718
City of Jacksonville Beach, Property and Procurement
Effective Date: 10/07/2019

TITLE: VOIP Phone Solution
Term: 5 years

End Date: 10/06/2024

Answer 4:

No, emailed proposals are not permitted. Page 2 of the RFP states "Sealed proposals, subject to the terms and conditions specified in this Request for Proposals (RFP), will be received until Wednesday, 2:00p.m. October 17, 2018, and then opened publicly by the Property and Procurement Division, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250 for furnishing the following:

RFP Number: 08-1718

RFP Title: VOICE OVER INTERNET PROTOCOL (VOIP) PHONE SOLUTION

Please submit one (1) original plus ten (10) copies and one (1) CD (or thumb drive) in one sealed envelope clearly marked with the RFP number and title."

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

SUBMITTED BY: _____
Printed name of authorized submitter

TITLE: _____

SIGNATURE: _____

DATE: _____

ADDENDUM No. 2

RFP No.: 08-1718
Title: VOIP Phone Solution

The purpose of Addendum No. 2 to RFP No. 08-1718 VOIP Phone Solution is to answer the following questions.

Question 1:

We would like to know if there is a scheduled meeting to announce the bid going over answers to preliminary questions?

Answer 1:

No, please contact Purchasing at purchasing@jaxbchfl.net for questions. The deadline to submit questions is October 5, 2018.

Question 2:

Going further will this bid be using Vendorlink or any other RFP platform to inform vendors of decisions and information?

Answer 2:

**No, All documents associated with this RFP are available on our webpage:
<http://www.jacksonvillebeach.org/government/departments/finance/bidrpf-rfq-listings>**

Question 3:

I reviewed and did not see a Bidder Conference Referenced. Maybe I read too fast but is there one?

Answer 3:

No, please contact Purchasing at purchasing@jaxbchfl.net for more information.

Question 4:

Connectivity to 3rd party IVR system. – connectivity in what manner?

Answer 4:

The City utilizes a Selectron IVR for customer inquiries and payments. There are five analog lines utilized by the IVR.

Question 5:

Call blocking. – Does this need to be at the user level or network level?

Answer 5:

Call blocking at the user and network level.

Question 6:

Call screening – Please clarify or give an example of what is specifically needed.

Answer 6:

The City is asking for the ability to see and hear whose calling. The call may be answered or rejected. If rejected, the call is sent to voicemail. We are interested in what functionality is included in the respondent proposal.

Question 7:

Is the City of Jacksonville Beach Required to Purchase/Buy off a certain contract vehicle, like SUNCOM or St. of Fl. PBX/Hosted Contract or will this stand on its own etc.?

Answer 7:

No, The RFP will stand on its own. The City may or may not award the RFP.

Question 8:

We have counted up all the Phone Lines listed as are we to assume this represents the qty. of actual Phones Stations on people desks off you list of sites is this correct ? Also there is no mention of breakdown of Standard Telephone Vs Executive or Administrative Type of Phones i.e. 3 Button Basic, or 6 Button Standard or 12 Button Executive /Admin type station as an example can you provide a break down or % of each ?

Answer 8:

The phone lines listed is the actual count as of the issuance of the RFP. Page 16 of the RFP asks the respondent to provide the phone equipment descriptions, features and per unit costs. The actual breakdown will be provided if a vendor is selected.

Question 9:

Are locations cabled with CAT 5 E or higher? It also states on Page 27 that Archive & Carver Center do not have Ethernet drops do vendors need to provide this cabling for the Ethernet drops?

Answer 9:

The locations except for the Archive Building and Carver Center have existing CAT 5E or higher Ethernet drops connected to a POE switch.

Yes, we are looking for vendor solutions to the Archive and Carver Center condition. The Carver Center has internet connectivity, but it does not have a POE switch. The Archive Building does not have internet connectivity.

Question 10:

This the Total count of Hone Lines what we tallied from pages 24, 25 26 & 27 The total install count is 261 Desk Phone however? Again as in question no# 1 what will be the breakdown of types of Phones?

Answer 10:

The phone lines listed is the actual count as of the issuance of the RFP. Page 16 of the RFP asks the respondent to provide the phone equipment descriptions, features and per unit costs. The actual breakdown will be provided if a vendor is selected.

Question 11:

It states the qty Data lines the city will care are a total of 13 are these to be used as POTS 1FB's type lines which are going directly to Alarm, Elevators etc? Are we to assume we are not to concern ourselves and that the B/C they are not on the city system currently they also would not be part of the VOIP System Solution?

Answer 11:

We are looking to incorporate the data lines into the VOIP solution.

Question 12:

Will the City be providing Power over Ethernet to all VoIP telephones ? If Not are Vendors to supply ?

Answer 12:

Yes, we are looking for vendor solutions. Page 27 of the RFP identifies the existing POE network switches. The locations except for the Archive Building and Carver Center have existing CAT 5E or higher Ethernet drops connected to a POE switch. The Carver Center has internet connectivity, it does not have a POE switch. The Archive Building does not have internet connectivity.

Question 13:

Does the City Prefer to Purchase all Handset and Premise routers, switches or is the preference to leverage and OPEX expense for all services and equipment?

Answer 13:

The City has existing switches as identified on Page 27 of the RFP. Page 16 of the RFP asks the respondent to provide the phone equipment descriptions, features and per unit costs. The actual breakdown will be provided if a vendor is selected.

Question 14:

You state you want Contact Center Functionally however there are no Qty of how many total Agents & supervisors are needed ? Please Provide Qty of each and identify if these are part of the total count of 261 identified in question No#2.

Answer 14:

25 Agents, 4 Supervisors which are included in the total count.

Question 15:

Will it be possible to receive all answers to all questions for all Vendors by Oct 5 as stated in the RFP ? And if Not will there be an extension of time to the Submittal Deadline of 10/17/18?

Answer 15:

The RFP deadline to submit questions is Friday, October 5, 2018. A final addendum (if necessary) will be issued no later than Wednesday, October 10, 2018. An extension to the RFP submission deadline is not currently anticipated.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

SUBMITTED BY: _____

Printed name of authorized submitter

TITLE: _____

SIGNATURE: _____

DATE: _____

ADDENDUM No. 3

RFP No.: 08-1718

Title: VOIP Phone Solution

The purpose of Addendum No. 3 to RFP No. 08-1718 VOIP Phone Solution is to answer the following questions.

Question 1:

Please clarify what type of circuit the “data lines” are at the locations listed in Exhibit A, Section 2.

Answer 1:

Analog/POTS currently provided by Florida SunCom.

Question 2:

How many lines need “always on” call recording?

Answer 2:

Requesting ability to turn on or turn off call recording by line. Currently there are 50 lines with always on recording.

Question 3:

How many users need softphone capability?

Answer 3:

Estimate 400 softphones at this time. The actual breakdown will be provided if a vendor is selected.

Question 4:

Are the 22 users in the Utility Billing Call Center the total number of call center agents required?

Answer 4:

25 Agents, 4 Supervisors which are included in the total count.

Question 5:

Will the VoIP phones be plugged into the City’s network and utilize the City’s existing Internet connection?

Answer 5:

Yes, the Carver Center has existing CAT 5E or higher Ethernet drops connected to a POE switch, the City’s network, and the City’s internet connection. The Carver Center has internet connectivity, it does not have a POE switch and is not on the City’s network. The Archive Building does not have internet connectivity.

Question 6:

If we propose a PBX system and install it at a 3rd party data center, with data connectivity back to the City of Jacksonville Beach’s network, and deploy VoIP telephones as designated within the RFP; would this type of solution design be accepted?

Answer 6:

No, The RFP asks for a hosted VOIP system.

Question 7:

Can a VOIP provider submit multiple & separate bids with different subcontractors and still be considered?

Answer 7:

A vendor can submit multiple and separate bids using different subcontractors, as long as each bid is all-inclusive.

Question 8:

Are you looking for an e-fax solution or are you looking to support a traditional fax via an adapter?

Answer 8:

Yes, fax over IP is desired.

Question 9:

In what intervals would you like to have utilization reporting? Weekly, monthly, etc.?

Answer 9:

Initial intervals need to be weekly, then tapering off to monthly so we can hone in on our actual usage.

Question 10:

Are you expecting bandwidth to be included in this quote? Or are you planning to use Comcast?

Answer 10:

We will maintain our current ISP (Comcast Metro-E).

Question 11:

Is overhead paging or mass notification systems used at any of your facilities that will need to be accessed from the phones?

Answer 11:

No, we do not have overhead paging or mass notification systems used at any of our facilities that will need to be accessed from the phones.

Question 12:

Are there any special interface requirements for the police or fire dispatch systems?

Answer 12:

No, we do not have any special interface requirements for the police or fire dispatch

systems.

Question 13:

Do any of your facilities contain industrial or hazardous locations that would prevent normal telephone use?

Answer 13:

No, our facilities do not contain industrial or hazardous locations that would prevent normal telephone use.

Question 14:

Does your IT department have the ability to set QOS on the routers at each location?

Answer 14:

Yes, our IT department has the ability to set QOS on the routers at each location.

Question 15:

How many phones will you want at the Archive building?

Answer 15:

None, we are removing the Archive building requirement from the RFP.

Question 16:

Would you like us to include a bid for cabling with the RFP, for the Carver and Archive locations? If so, would we be able to receive a floor plan, for cabling the Carver and Archive sites.

Answer 16:

No, do not include a bid for cabling with the RFP.

Question 17:

Is there an internet speed preference for the Archive building (if being used for more than VoIP)?

Answer 17:

N/A, we are removing the Archive building requirement from the RFP.

Question 18:

Does the current IVR integrate with the current telephone system? If so, is it via the 5 analog lines as analog ports? Or, is it a standalone IVR, and those 5 analog lines provide dial tone to the IVR?

Answer 18:

The current IVR is a stand-alone server with 5 analog lines servicing it. It currently provides the ability for a customer to call into our system to check balances, current bill, and make payments (by transferring the call to the bank system). It is acceptable for the proposed system to replace the current IVR system. If the proposal includes replacement of the current IVR, then the proposed system does need to integrate with the Munis Utility Billing system so customers can call in to check account information, such as, but not limited to, Current Bill, Current Usage, Current Amount Due, basic customer information (phone number, service address, etc.).

Question 19:

See who & hear is calling (Can't comply with announcement) – is this for a ADA reason, or this is just a 'want to have'?

Answer 19:

The purpose of this requirement is to see the telephone number calling in or possibly have the name and number spoken by the telephone instrument, as some systems have the capability of doing.

Question 20:

Does each location need an Auto Attendant, or would one primary Auto Attendant be sufficient?

Answer 20:

The Auto-Attendant functionality needs to be a cascading series of Auto-Attendants, starting with one at the City-wide level, then one at each of the nine Departments, and some at the Division level for certain Divisions if necessary. There are potentially 24 Divisions that may want to use the Auto-Attendant feature.

Question 21:

How many users need call recording?

Answer 21:

Fifty (50).

Question 22:

Are you looking for the winning vendor, provide network (POE Switches) support as well? Or will you self-maintain / use current LAN vendor?

Answer 22:

The City currently has POE switches in place that are managed by the City's Information Systems Division. The Carver location will have PoE capability prior to implementation of

this project.

Question 23:

Are you interested in, and if so, how many users need IM (instant messaging / chat) and also presence (calls routed based upon your status: out to lunch, etc.)?

Answer 23:

Users need to be able to install an app on a mobile device, which supports texting functionality. This functionality also needs to be present in soft phones installed on computers. All users should have access to IM and presence features. IM/text capabilities need to be included with the soft/virtual phone for installation on computers and/or mobile devices. IM/Text messages need to be archived to abide by the Florida Sunshine Laws.

Question 24:

Only one internet connection point for the whole city (100 Mbps Comcast/Xfinity @ 1460 Shelter)?

Answer 24:

There is currently just the one Internet connection point for the entire City. A secondary connection will be obtained for redundancy outside of this RFP.

Question 25:

How are all of the offices networked together (point to point fiber, VPN, MPLS, etc)?

Answer 25:

Currently, all City facilities (except the Carver location) are networked with 10Gbps fiber connections owned and managed by the City.

Question 26:

Are the Meraki switches at each building location?

Answer 26:

Yes, with the already mentioned exception of the Carver Center.

Question 27:

What other services are running over the 100 Mbps Comcast to the internet?

Answer 27:

Currently, all outbound web traffic uses the 100Mbps Comcast connection, as do all the Police MDTs through an MPN connection with our cellular provider. None of the City's web offerings are hosted internally, so that does not affect the current bandwidth.

Question 28:

What types of routers/firewalls do you utilize?

Answer 28:

Cisco.

Question 29:

Do you currently have QoS in place on your network (Layer 2 and/or Layer 3)?

Answer 29:

Yes, we currently have QoS in place on our network (Layer 2 and/or Layer 3).

Question 30:

Do you have redundant circuits to the internet?

Answer 30:

Not currently. There is currently just the one Internet connection point for the entire City. A secondary connection will be obtained for redundancy outside of this RFP.

Question 31:

Define Call coaching tools (p.27).

Answer 31:

The ability for a supervisor to monitor customer calls and break in to coach the customer service representative.

Question 32:

How many Call Centers are there - only Utility Billing (p.27)?

Answer 32:

We currently have one call center that is operational during normal business hours. During emergencies, a secondary call center is sometimes used at a different location.

Question 33:

What 3rd party IVR system is in place (p.28)? Is it onsite or hosted?

Answer 33:

The current IVR is a stand-alone server with 5 analog lines servicing it. It currently provides the ability for a customer to call into our system to check balances, current bill, and make payments (by transferring the call to the bank system). It is acceptable for the proposed system to replace the current IVR system. If the proposal includes replacement of

the current IVR, then the proposed system does need to integrate with the Munis Utility Billing system so customers can call in to check account information, such as, but not limited to, Current Bill, Current Usage, Current Amount Due, basic customer information (phone number, service address, etc.).

Question 34:

Do you have a location to archive recorded calls to get to the 120 day storage requirement?

Answer 34:

No, this capability needs to be included in the proposal.

Question 35:

Are conference calling requirements audio only or is there a need for video/screen sharing?

Answer 35:

Currently, the requirement is for audio. However, the ability to expand to video should be present.

Question 36:

Are texting requirements designed for internal users only or can they go to outside parties?

Answer 36:

Users need to be able to install an app on a mobile device, which supports texting functionality. This functionality also needs to be present in soft phones installed on computers. All users should have access to IM and presence features. IM/text capabilities need to be included with the soft/virtual phone for installation on computers and/or mobile devices. IM/Text messages need to be archived to abide by the Florida Sunshine Laws.

Question 37:

Are the Call Centers voice only or do they have needs to utilize chat/email/SMS?

Answer 37:

Yes, they require voice, fax, e-mail, and web chat.

Question 38:

Define Administrator virtual console (p.28).

Answer 38:

This is the console the City Information Systems Division will use to manage the telephone system.

Question 39:

Do you currently use a Single Sign On vendor/product? If yes, what is it?

Answer 39:

We currently use Active Directory on Domain Controllers to manage user sign on. The telephone system must integrate with Active Directory.

Question 40:

Do you require any integrations to other software (CRM/ERP/etc)?

Answer 40:

The current IVR is a stand-alone server with 5 analog lines servicing it. It currently provides the ability for a customer to call into our system to check balances, current bill, and make payments (by transferring the call to the bank system). It is acceptable for the proposed system to replace the current IVR system. If the proposal includes replacement of the current IVR, then the proposed system does need to integrate with the Munis Utility Billing system so customers can call in to check account information, such as, but not limited to, Current Bill, Current Usage, Current Amount Due, basic customer information (phone number, service address, etc.).

Question 41:

What is the existing PBX system and endpoints (to determine if they need to be replaced)?

Answer 41:

Current endpoints will need to be replaced, as the majority are not compatible with a VoIP system.

Question 42:

Must faxes be handled by physical machines or would hosted fax for inbound/outbound be acceptable?

Answer 42:

Physical fax machines are not a requirement. It is preferred fax be handled with the communication system.

Question 43:

What version of Microsoft Exchange/Outlook are you utilizing?

Answer 43:

Exchange 2013, Outlook 2016.

Question 44:

You outlined how many lines/users at each location. Does this include dial tone only lines

such as conference rooms and break rooms? If so, can you differentiate how many will be users vs. how many dial tone only lines? If not, can you add how many dial tone only lines at each site?

Answer 44:

There are currently 16 conference/meeting rooms set up in Exchange. All these locations will need to be able to host conference calls.

Question 45:

Are you looking to purchase or rent phones?

Answer 45:

Yes, whichever is more feasible.

Question 46:

Is it preferred for fax to run through system?

Answer 46:

It is preferred fax be handled with the communication system.

Question 47:

Can the Suncom phone numbers be ported to our hosted platform?

Answer 47:

That is the plan. We are working with Suncom/DMS to verify that the number can be ported over.

Question 48:

Does the Call Center require multi-media initially? (fax, email, web chat)

Answer 48:

Yes, they require voice, fax, e-mail, and web chat.

Question 49:

How many people need to host 50 party conference calls?

Answer 49:

There are currently 16 conference/meeting rooms set up in Exchange. All these locations will need to be able to host conference calls.

Question 50:

Is MPLS required to connect to the data center or will encrypted voice over internet be

acceptable?

Answer 50:

MPLS is not a requirement. Encrypted voice over Internet is acceptable.

Question 51:

If you are using another service provider for transport and internet, what is meant by Quality of Service with Penalty Guarantee?

Answer 51:

Quality of Service needs to be defined at the hosting site and with the on-site equipment/telephone instruments. The City is providing the Internet connection currently at 100Mbps, but the telephone system needs to have QoS defined indicating what the system is capable of.

Question 52:

Please clarify and describe your definition of Texting capabilities? (Page 28)

Answer 52:

Users need to be able to install an app on a mobile device, which supports texting functionality. This functionality also needs to be present in soft phones installed on computers. All users should have access to IM and presence features. IM/text capabilities need to be included with the soft/virtual phone for installation on computers and/or mobile devices. IM/Text messages need to be archived to abide by the Florida Sunshine Laws.

Question 53:

Scope of services mentions 'phone lines'. Do these designate an end-user telephone? Please give us a count of actual handsets?

Answer 53:

Initial deployment calls for one telephone device per current phone line. All City employees need the ability to utilize virtual/soft phones (installed on computers and/or mobile devices).

Question 54:

What is expected of future IVR solution for Utility Billing Call Center? What is the current functionality? (Or, do you want to keep the existing IVR and integrate the new VoIP system into it?)

Answer 54:

The current IVR is a stand-alone server with 5 analog lines servicing it. It currently provides the ability for a customer to call into our system to check balances, current bill,

and make payments (by transferring the call to the bank system). It is acceptable for the proposed system to replace the current IVR system. If the proposal includes replacement of the current IVR, then the proposed system does need to integrate with the Munis Utility Billing system so customers can call in to check account information, such as, but not limited to, Current Bill, Current Usage, Current Amount Due, basic customer information (phone number, service address, etc.).

Question 55:

Are the fax lines listed terminated to individual fax machines? Could any of these be replaced by Fax-to-Email, or would each fax line terminate to a physical fax machine.

Answer 55:

Physical fax machines are not a requirement. It is preferred fax be handled with the communication system.

Question 56:

Would the city consider faster internet, if it also created a private fiber network back to the Hosted PBX core? Is so should we price as an option?

Answer 56:

The City is already entertaining adjusting our current Internet connectivity to provide more bandwidth, and we are willing to accept bandwidth recommendations. A private fiber network to a Hosted PBX core will only be entertained if it can be configured to handle only the voice traffic.

Question 57:

Does each building have it's own Internet connection? If so, are they all 100Mbps Comcast? Is there any plan to physically connect the buildings, either via fiber or via wireless?

Answer 57:

Currently, all City facilities (except the Carver location) are networked with 10Gbps fiber connections owned and managed by the City.

Question 58:

III Voip Phone Requirements. Failover. Do you want vendor to provide equipment at the customer's location that will failover from a primary ISP to a secondary ISP. Will there be a secondary ISP at any locations in the event of a Comcast outage? If not do you want a secondary ISP?

Answer 58:

Failover capability with a secondary ISP will be handled by the City Information Systems

Division, once it is in place.

Question 59:

Call Queuing. What is current, and expected capacity for queuing calls for call center users?

Answer 59:

We currently have a call queue of six, and would like to expand that to at least 10 for each of the call centers.

Question 60:

The RFP refers to “No third party software.” The leading providers have direct integration with a partner for IVR functionality, another partner for Call Analytics, and many use Cisco for their Customer Journey Platform Contact Center. Could you elaborate what you mean by no third party software?

Answer 60:

The goal is for the City to deal with one and only one vendor to provide the complete package. When an issue arises, we don’t want to have to manage multiple vendors.

Question 61:

Are you only considering bids from State Certified local exchange companies/CLECs?

Answer 61:

No, however the vendors must meet the requirements listed in the RFP.

Question 62:

As it relates to your answer to question 4 in Addendum 2, The City utilizes a Selectron IVR for customer inquiries and payments. There are five analog lines utilized by the IVR.

(If we can provide the same functionality and more call capacity via our IVR, would that be considered? If not, are you looking to replicate what you currently have, or augment in some way?)

Answer 62:

The current IVR is a stand-alone server with 5 analog lines servicing it. It currently provides the ability for a customer to call into our system to check balances, current bill, and make payments (by transferring the call to the bank system). It is acceptable for the proposed system to replace the current IVR system. If the proposal includes replacement of the current IVR, then the proposed system does need to integrate with the Munis Utility Billing system so customers can call in to check account information, such as, but not limited to, Current Bill, Current Usage, Current Amount Due, basic customer information

(phone number, service address, etc.).

Question 63:

As it relates to your answer to Question 8 in Addendum 2: We have counted up all the Phone Lines listed as are we to assume this represents the qty. of actual Phones Stations on people desks off you list of sites is this correct ? Also there is no mention of breakdown of Standard Telephone Vs Executive or Administrative Type of Phones i.e. 3 Button Basic, or 6 Button Standard or 12 Button Executive /Admin type station as an example can you provide a break down or % of each?

If we are only pricing per phone/extension this information will be sufficient. If we are providing phones we will need to know the type of different phones you want or have now.

Answer 63:

Please see Question 10, Addendum 2. It would be difficult for us to specify the phone types as we're not familiar with the different types of instruments compatible with each system. Please make the assumption all instruments will be of the basic variety, but please provide pricing information on other models available. That way, once/if a proposal is selected, if we decide we need Executive or Administrative type phones in certain locations, we have that pricing at hand. As to premise routers and switches, if any equipment is required beyond the existing firewalls, routers, and switches, it needs to be included in the proposal.

Question 64:

As it relates to Question 9 in Addendum 2: Are locations cabled with CAT 5 E or higher? It also states on Page 27 that Archive & Carver Center do not have Ethernet drops do vendors need to provide this cabling for the Ethernet drops?

Do you want us to include the cost of the drops and POE switches for these locations?

Answer 64:

Do not include the cost of network drops or PoE switches at any locations.

Question 65:

As it relates to Answer 10 in Addendum 2: Question 10: This the Total count of phone Lines what we tallied from pages 24, 25 26 & 27 The total install count is 261 Desk Phone however? Again as in question no# 1 what will be the breakdown of types of Phones?

Based on your answer are we to assume we will price only the phone lines and we will not price the phones until after winning

Answer 65:

Please see Question 10, Addendum 2. It would be difficult for us to specify the phone types as we're not familiar with the different types of instruments compatible with each system.

Please make the assumption all instruments will be of the basic variety, but please provide pricing information on other models available. That way, once/if a proposal is selected, if we decide we need Executive or Administrative type phones in certain locations, we have that pricing at hand. As to premise routers and switches, if any equipment is required beyond the existing firewalls, routers, and switches, it needs to be included in the proposal.

Question 66:

As it relates to Question 11 on Addendum 2: It states the qty Data lines the city will care are a total of 13 are these to be used as POTS 1FB's type lines which are going directly to Alarm, Elevators etc? Are we to assume we are not to concern ourselves and that the B/C they are not on the city system currently they also would not be part of the VOIP System Solution?

It is not a best practice to provide Emergency lines [alarm, elevators] via VoIP. May we include an order for copper POTS lines and rebill these?

Answer 66:

We determined, based on best practices, to leave the 13 analog data lines (for alarms and elevators) as is with our current provider of Suncom/DMS. Do not include these lines in your proposal.

Question 67:

As it relates to Question 13 in Addendum 2: Does the City Prefer to Purchase all Handset and Premise routers, switches or is the preference to leverage and OPEX expense for all services and equipment?

Based on not having an answer for the number of phones this cannot be quoted with final numbers as requested. Please give us a hard count for the number of phones you want us to quote.

Answer 67:

Please see Question 10, Addendum 2. It would be difficult for us to specify the phone types as we're not familiar with the different types of instruments compatible with each system. Please make the assumption all instruments will be of the basic variety, but please provide pricing information on other models available. That way, once/if a proposal is selected, if we decide we need Executive or Administrative type phones in certain locations, we have that pricing at hand. As to premise routers and switches, if any equipment is required beyond the existing firewalls, routers, and switches, it needs to be included in the proposal.

Question 68:

Does the City have a WAN Visio diagram?

Answer 68:

Yes, as a security measure, the network diagram will be released to the selected vendor, once that selection has been made.

Question 69:

As the terms and conditions are silent in regard to any limitation of Respondent's liability, are you willing to negotiate some limitation of Respondent's liability?

Answer 69:

No, we will not negotiate the respondent's liability.

Question 70:

For clarification, will you consider Respondent's standard master service agreement with the inclusion of applicable service schedules as a baseline for developing any contract between the parties?

Answer 70:

No, we will not consider the respondent's standard master service agreement as a baseline.

Question 71:

You asked for the Ability to assign a number to all employees with a physical or virtual phone (total estimate of 400 numbers). How many virtual phones do you need? How many total physical phones do you need?

Answer 71:

Initial deployment calls for one telephone device per current phone line. All City employees need the ability to utilize virtual/soft phones (installed on computers and/or mobile devices).

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

SUBMITTED BY: _____

Printed name of authorized submitter

TITLE: _____

SIGNATURE: _____

DATE: _____

CONTRACT AGREEMENT for City RFP 08-1718
City of Jacksonville Beach, Property and Procurement
Effective Date: 10/07/2019

TITLE: VOIP Phone Solution
Term: 5 years

End Date: 10/06/2024

Attachment B – Contractor RFP Response
(attached at the end of this document)

Attachment C – Scope of Work – Multiphase Project – Per Site

Customer:	City of Jacksonville Beach
Quote/SOW Number:	U2018-00546155
Labor Cost:	\$38,880.00

Project Phases:

- **Multiphase Project - Per Site**

	Scope of the Phase	Value	Completion Criteria
Phase	Each Site listed in the Appendix A of this SOW constitute an independent Project Phase	Rate per Site per Appendix A Including Travel Expenses (Tax Exempt)	Completion of all Professional Services described in this SOW for each Site.

The following activities shall be performed in accordance with this Statement of Work and the Professional Services Agreement at the location(s) and for the number of Users and Sites indicated in the attached Appendices:

- 1. Assignment of a designated Project Manager (“PM”) –** The RingCentral PM will act as Single Point of Contact (SPOC) for delivery services following the Project Management Institute (PMI) standard methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):
 - Internal and external kickoff session hosted by RingCentral;
 - Defining project tasks and personnel requirements;
 - Completing resource assignment and scheduling in alignment with project schedule;
 - Set up of project documentation and timelines in collaboration with designated Customer SPOC;
 - Identifying and mitigating project risks and issues;
 - Alignment of scope of services with customer expectations during kickoff;
 - Developing, reviewing, authorizing, implementing, and managing change requests and interventions (Perform Change Management) to achieve project outputs;
 - Facilitating and leading regular status update meetings, prioritizing projects and conducting planning sessions with team members, project sponsors, and Customer steering committees, as applicable; and
 - Performing closure procedures at the conclusion of project activities.
- 2. RingCentral Planning and Design (“P&D”) and Business Requirements Document (“BRD”) review –** During this process, the Customer engages its subject matter experts (SME’s) to define, capture, record, and review the existing Customer environment and design

for the future-state Customer solution. The locations and number of users involved in the Planning and Design process are set forth in Appendix B. The RingCentral PM will be responsible for introducing the Business Requirements Document to the Customer. The BRD is a form that should be filled out by the Customer Project Manager with the assistance of the RingCentral Project Manager during this Planning and Design stage. A RingCentral Deployment Architect will review the completed BRD form with the Customer to clarify any design questions and ensure a smooth transition. The fully reviewed BRD is signed off by RingCentral's Project Manager and Customer's Project Manager prior to moving to deployment. Any changes to the fully executed BRD will require a Change Order and may subject to additional fees. Data captured may include, but is not limited to, the following:

- Customer Site Information;
- User Upload;
- Data collection for End-User Training;
- Data collection for Administrator Training;
- Porting data;
- Call Flow – Current state and future state desires;
- Deployment Overview;
- Go-Live Readiness Report Card;
- Any/all other relevant information to fully understand the customer's phone system's current state;
- Any items deemed outside standard delivery requirements may incur fees via Change Order, or may fall outside of the Professional Services SOW.

Delay in completing and returning Customer documentation may result in an adjustment of project timeline and additional fees.

3. Network Readiness Assessment – This will provide the Customer with one (1) assessment of the one (1) site of the customers choosing between RingCentral and the Customer's network. Additional site assessments can be purchased should the customer require it. RingCentral's Solution Architect will provide the following:

- Network Requirements and Recommendations;
- Probe Installation Guide;
- Assistance with probe installation and connection with RingCentral cloud probes;
- Early feedback on collected measurement results and network configuration suggestions during 5 business days of probe operation;
- Presentation of measurement results and final network improvement recommendations;
- Documented report containing results and recommendations.

If you are shipped a hardware probe for the RingCentral network assessment there will be a \$500.00 charge to your RingCentral account if the probe is not shipped within 10 business days following the completion of the network assessment tests.

-
- 4. RingCentral User Interface (“UI”) Build Out** – RingCentral will remotely configure the user interfaces in the system (“UI Build Out”) based on the specifications agreed between the parties in the BRD. The UI Build Out will include the features and applications listed in this section, for up to the number of Users and the locations set forth in Appendix A. Additional Users and locations not listed in Appendix A are subject to additional fees via Change Order. Customization of user endpoints are not included in standard UI Build Out including, but not limited to presence, intercom, forwarding, or speed dials. The UI Build Out will include:
- Core Office scripting and UI administration
 - Users – This portion of the UI Build Out includes the following:
 - Extension Number;
 - First Name;
 - Last name;
 - Department and Division;
 - Email address; and
 - E911 Address (Customer shall verify that this address is correct in the system within twenty-four (24) hours of notification by RingCentral Personnel that the UI Build Out is complete, by site as each site is completed.)
 - Auto Attendant - This portion of the UI Build Out includes the following (as agreed upon and documented in the BRD):
 - Configuration of the Call Flows for the routing of calls during business hours including the setup of Auto Receptionist features, routing and/or IVR menu creation, and the Advanced Rules setup needed for routing menus; and
 - Configuration of the Call Flows for the routing of calls after business hours including the setup of Auto Receptionist features, routing and/or IVR menu creation, and the Advanced Rules setup needed for routing menus.
 - Call Routing - This portion of the UI Build Out includes the following (as agreed upon and documented in the BRD):
 - Configuration of the groups to be used for call routing including Virtual Extensions, Call Queue Groups, Message and Announcement Only Extensions.
- 5. RingCentral Deployment** – This stage of the project, will provide technical resources for testing, staging, and deployment of RingCentral phones for digital lines in the locations listed in Appendix A (“Sites”). All travel and expenses (“Service Expenses”) for one (1) week of On-Site deployment is included. Additional users, Sites, and Sites Visits not listed in Appendix A are subject to additional fees via Change Order.
- Deploy / Test End User Devices;

-
- Up To (20) one (1) hour end user training sessions for customer provided “train the trainer: capability plus recordings from those sessions and RingCentral University access;
 - Go Live On Site Support.

6. Training – RingCentral Professional Services will provide resources to complete the following:

Admin Training - RingCentral Professional Services will provide resources to complete the following:

- Up to three (3) hours of remote Admin training
- Sessions cover the following:
 - Building, activating, disabling and deleting users;
 - Manage user settings with role, templates, and user groups (if applicable);
 - End user portal, phone system admin, system company info, caller ID, and directory assistance;
 - Managing phones and numbers including assisted provisioning;
 - Call flow management;
 - Reports and call logs;
 - RingCentral applications (Glip, Meetings, Desktop, Mobile - if applicable); and
 - Familiarization with Support/Training/Help resources
- Session recordings are included at no additional cost
- Online, self-service Admin training included via RingCentral University at no additional cost
- Additional Admin sessions available at an additional cost via change request
- Custom Admin training, documentation, and videos available at an additional cost via change request

End User Training - RingCentral Professional Services will provide resources to complete the following:

- Up to (6) one (1) hour remote End User training sessions
 - Note: The number of End User sessions is calculated based on digital lines (DL). Each DL is equivalent to one end user. Each session can accommodate up to 50 end users.
- Sessions cover the following:
 - Account activation;
 - Extension Settings;
 - Desk phones - standard configuration (custom configuration training is available with prior notice);
 - RingCentral applications (Glip, Meetings, Desktop, Mobile - if applicable); and
 - Familiarization with self-service Help resources
- Session recordings are included at no additional cost;

-
- Online, self-service End User training included via RingCentral University at no additional cost;
 - Additional End User sessions available at an additional cost via change request;
 - Custom End User training, documentation, and videos available at an additional cost via change request.
- 7. Customer Responsibilities** – The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:
- The customers LAN/WAN infrastructure;
 - Network minimum requirements for RingCentral as a Service model;
 - Quality of Service (QoS) configuration;
 - Firewall or Access Control List (ACL) configuration;
 - Power over Ethernet (POE) port activation / configuration;
 - Telephone Number Porting;
 - Configuration and software installation on customer PCs;
 - Overhead paging;
 - Postage Machines;
 - Credit Card or Point of Sale (POS) Machines;
 - Door buzzer or Automatic Door Controller;
 - Third party SIP phones;
 - Headsets;
 - Analog Devices.
- 8. Customer's Telephone Number Porting** –The Customer is responsible for the telephone number porting. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each Site:
- The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmissions per location or 90 days from submission, whichever occurs first;
 - Any additional port rejections will be the responsibility of the Customer;
 - Customer shall provide RingCentral all appropriate Letters of Authorization (“LOA”s), billing information, and authorized signer for each location;
 - Porting submissions will include numbers mapped to correct route as “company” numbers or Direct Dial phone numbers;
- 9. Delays** - Any delays in the performance of consulting services or delivery of deliverables caused by Customer may result in additional charges for resource time and additional Service Expenses.

10. Project Phasing. - The Professional Services may be delivered in one or more phases as set forth in this SOW. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase (“Project Phases”). The Professional Services may also be provided on a time and material basis (“T&M Services”) paid by the hour based on the then current T&M Services Hourly Fee offered by RingCentral, and calculated on the basis of RingCentral service records. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and Payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

RingCentral Professional Services
Statement of Work for Professional Services
Appendix A
Sites

Site	Address	Rate per Site	Service Expenses	Number of Users	Number of Visits
Beaches Energy Services	1460-A Shetter Ave. Jacksonville Beach, FL 32250	\$4,455.00	Included	33	1
Beaches Energy Meter Shop	1460-C Shetter Ave. Jacksonville Beach, FL 32250	\$810.00	Included	6	1
Beaches Energy-SCADA	1111 5th Ave S. Jacksonville Beach, FL 32250	\$1,485.00	Included	11	1
City Hall	11 N 3rd St. Jacksonville Beach, FL 32250	\$10,800.00	Included	80	1
Fire Station	325 2nd Ave S. Jacksonville Beach, FL 32250	\$810.00	Included	6	1
Fire Station	2500 S Beach Pkwy Jacksonville Beach, FL 32250	\$270.00	Included	2	1
Golf Course	605 Penman Rd S. Jacksonville Beach, FL 32250	\$1,620.00	Included	12	1
Parks and Recreation Administration	2508 S Beach Pkwy, Jacksonville Beach, FL 32250	\$1,215.00	Included	9	1
Parks and Recreation-Carver Center	777 5th Ave S, Jacksonville Beach, FL 32250	\$270.00	Included	2	1
Parks and Recreation-Grounds Maint.	605 Penman Rd, Jacksonville Beach, FL 32250	\$675.00	Included	5	1
Parks and Recreation-Ocean Rescue,	2 Ocean Front N, Jacksonville Beach, FL 32250	\$135.00	Included	1	1
Parks and Recreation-Tennis Center	218 16th Ave S, Jacksonville Beach, FL 32250	\$270.00	Included	2	1
Public Works-Administration	1460-A Shetter Ave, Jacksonville Beach, FL 32250	\$2,565.00	Included	19	1
Public Works-Pollution Control Plant	910 10th St S, Jacksonville Beach, FL 32250	\$810.00	Included	6	1
Public Works-	337 1st Ave S, Jacksonville	\$405.00	Included	3	1

CONTRACT AGREEMENT for City RFP 08-1718
 City of Jacksonville Beach, Property and Procurement
 Effective Date: 10/07/2019

TITLE: VOIP Phone Solution
 Term: 5 years

End Date: 10/06/2024

Water Plant #1	Beach, FL 32250				
Public Works- Water Plant #2	1050 Osceola Ave, Jacksonville Beach, FL 32250	\$135.00	Included	1	1
Police Department	101 Penman Rd S, Jacksonville Beach, FL 32250	\$10,125.00	Included	75	1
Police Department – Animal Control & Property	1460-B Shetter Ave. Jacksonville Beach , FL 32250	\$405.00	Included	3	1
Property and Procurement Division	1460-A Shetter Ave, Jacksonville Beach, FL 32250	\$1,080.00	Included	8	1
Fleet Management	1460-D Shetter Ave, Jacksonville Beach, FL 32250	\$540.00	Included	4	1
	Total	\$38,880.00		288	

Attachment D – Scope of Work – Core Contact Center

Customer:	City of Jacksonville Beach
Quote / SOW Number:	C2018-00810209
Labor Cost:	\$9,045.00

	Scope of the Phase	Value	Completion Criteria
	Core Contact Center	\$9,045.00 (Tax Exempt)	Completion of Professional Services described in this SOW
	<ul style="list-style-type: none"> • Core CC build 		

The following activities shall be performed as part of this Statement of Work and in accordance to the Professional Services Agreement:

1. General

1.1. Assignment of a designated Project Manager (“PM”) – Both, Customer and RingCentral will designate a PM who will act as Single Point of Contact (SPOC) for delivery services for all the Phases.

1.2. RingCentral Planning and Design (“P&D”) and Business Requirements Document (“BRD”) review – During this process, the Customer engages its subject matter experts (SME’s) to define, capture, record, and review the existing Customer environment and design for the future-state Customer solution. The RingCentral PM will be responsible for introducing the Business Requirements Document to the Customer. The BRD is a form that should be filled out by the Customer Project Manager with the assistance of the RingCentral Project Manager during this Planning and Design stage. A RingCentral Deployment Architect will review the completed BRD form with the Customer to clarify any design questions and ensure a smooth transition. The fully reviewed BRD is signed off by RingCentral’s Project Manager and the Customer’s Project Manager prior to moving to deployment. Any changes to the fully executed BRD will require a Change Order and may subject to additional fees. Data captured may include, but is not limited to, the following:

- i. Customer Site Information;
- ii. User upload;
- iii. Agent names and assignments;
- iv. Teams, campaigns, skills, POC;
- v. Multi-channel integration as specified in the SOW;
- vi. Porting data;

-
- vii. Call Flow – Current state and future state desires;
 - viii. Deployment Overview;
 - ix. Go-Live Readiness Report Card;
 - x. Any/all other relevant information to fully understand the customer Contact Center end state;
 - xi. Any items deemed outside standard delivery requirements may result in additional fees and should be requested via Change Order.

2. RingCentral Contact Center

2.1. RingCentral Planning and Design (“P&D”) and Business Requirements Document (“BRD”) review – The parties will work on the Planning and Design Process and will prepare the Business Requirements Document as set forth in Section 1.2 of this SOW.

2.2. Network Readiness Assessment – This will provide the Customer with an assessment of the network connection between RingCentral and the Customer’s network. RingCentral’s Solution Architect will provide the following:

- i. Network Requirements and Recommendations;
- ii. Probe Installation Guide;
- iii. Assistance with probe installation and connection with RingCentral cloud probes;
- iv. Early feedback on collected measurement results and network configuration suggestions during 5 business days of probe operation;
- v. Presentation of measurement results and final network improvement recommendations;
- vi. Documented report containing results and recommendations.

If you are shipped a hardware probe for the RingCentral network assessment there will be a \$500.00 charge to your RingCentral account if the probe is not shipped within 10 business days following the completion of the network assessment test(s).

2.3. Implementation– This remote stage will provide a complete build-out of the following features and applications (subject to the specifications the fully executed BRD developed, and agreed upon, during the Planning and Design Sessions by RingCentral Project Manager and Customer Project Manager) :

- i. Core studio scripting and Central administration
 - a. Administration of up to 25 named customer agents;
 - b. Administration and assignment of teams, locations, stations;
 - c. Administration and assignment of security and agent profiles;
 - d. Administration and assignment of skills, campaigns, dispositions, points of contact, hours of operations;
 - e. Development and testing of call flows in Studio of up to 25 skills as defined in the executed BRD;

-
- f. Configuration of virtual extensions in RingCentral office for agent leg termination;
 - ii. Configuration of requested additional contact channels
 - a. Web chat integration
 - Integration of chat with company website;
 - b. Email agent integration
 - Standard email integration to contact center;
 - Build scripting logic to intelligently route emails to best available agents ;
 - iii. Configuration of Callback in Queue feature and integrate into Studio scripting
 - iv. Configuration of menus and scripting in English only
 - a. Text to speech menu configuration included for English;
 - b. Customer is responsible for menu and prompt recordings (as necessary);
 - c. RingCentral voice talent is available for recordings at an additional cost;
 - v. Native reporting functionality for the Contact Center agents and supervisors
 - a. Custom report creation is not included in this proposal;
 - vi. Full time call recording for all inbound and outbound calls through RingCentral Contact Center
 - a. RingCentral Contact Center licenses include 1GB recording storage per license, per month as part of the service;
 - b. Additional on-board and long-term storage options are available;
 - c. If Customer exceeds the allotted 1GB recording storage, Customer shall be charged for the overage recording storage at a rate specified in the relevant Contact Center Order Form;
 - d. The recording storage is configured for 30 days of storage as part of this implementation, customer may download data for local storage;
 - ii. Single instance of remote go live support for up to 25 agents.

2.4. Admin Training – RingCentral Professional Services will provide resources to complete the following:

- i. One (1) hour of remote Admin training
 - a. Standard business as usual (BAU) moves, adds, and changes in Central;
 - b. Skill, campaign, disposition, and tag routing; and
 - c. Users and teams;
- ii. One (1) hour of remote Supervisor training:
 - a. Agent management;
 - b. Agent and call monitoring; and;
 - c. Reporting and analytics in Central;
- iii. One (1) hour of remote Reporting training:
 - a. Reporting and analytics in Central;
 - b. Agent, performance, contacts, and account reporting; and;
 - c. Custom reporting overview (if applicable);

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- iv. Session recordings are included at no additional cost;
 - v. Online, self-service Admin training included via RingCentral University at no additional cost;
 - vi. Additional Admin sessions available at an additional cost via change request;
 - vii. Custom Admin training, documentation, and videos available at an additional cost via change request.

2.5. End User Training - RingCentral Professional Services will provide resources to complete the following:

- i. Up to two (2) one (1) hour remote Agent training sessions
 - a. Note: The number of Agent sessions is calculated based on seats. Each seat is equivalent to one end user. Each session can accommodate up to 50 end users;
- ii. Sessions cover the following:
 - a. Agent application (MAX Agent and/or Salesforce Agent) basics;
 - b. Incoming calls;
 - c. Email, chat, and voicemail; and
 - d. Agent reports;
- iii. Session recordings are included at no additional cost;
- iv. Online, self-service End User training included via RingCentral University at no additional cost;
- v. Additional End User sessions available at an additional cost via change request;
- vi. Custom End User training, documentation, and videos available at an additional cost via change request.

3. Customer Responsibilities – The Customer is responsible for aspects not specifically included in this Statement of Work. Out of scope items include:

- i. The customers LAN/WAN infrastructure;
- ii. Network minimum requirements for RingCentral as a Service model;
 - a. Quality of Service (QoS) configuration;
 - b. Firewall or Access Control List (ACL) configuration;
 - c. Power over Ethernet (POE) port activation / configuration;
- iii. Configuration and software installation on customer PCs;
- iv. Completion of thorough User Acceptance Testing (UAT) prior to go live;
- v. Tracking resource attendance and completion of all provided training session(s);
- vi. Customer web integration resource to assist with URL placement for webchat integration (as scoped in section 2.3);
- vii. Customer email integration resource to assist with email alias placement for email routing (as scoped in section 2.3);
- viii. Telephone Number Porting (see section 4, below);
- ix. Overhead paging;
- x. Postage Machines;

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- x. Credit Card or Point of Sale (POS) Machines;
 - xi. Door buzzer or Automatic Door Controller;
 - xii. Third party SIP phones;
 - xiii. Headsets;
 - xiv. Analog Devices.
4. **Customer's Telephone Number Porting** –The Customer is responsible for the telephone number porting. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each Site:
- i. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmissions per location or 90 days from submission, whichever occurs first;
 - ii. Any additional port rejections will be the responsibility of the Customer;
 - iii. Customer shall provide RingCentral all appropriate Letters of Authorization (“LOA”s), billing information, and authorized signer for each location;
 - iv. Porting submissions will include numbers mapped to correct route as “company” numbers or Direct Dial phone numbers.
5. **Delays and Changes-** Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and additional fees. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees.
6. **Project Phasing** - The Professional Services may be delivered in one or more phases as set forth in this SOW. This SOW describes the milestones, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase (“Project Phases”). The Professional Services may also be provided on a time and material basis (“T&M Services”) paid by the hour based on the then current T&M Services Hourly Fee offered by RingCentral, and calculated on the basis of RingCentral service records. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and Payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

CONTRACT AGREEMENT for City RFP 08-1718
City of Jacksonville Beach, Property and Procurement
Effective Date: 10/07/2019

TITLE: VOIP Phone Solution
Term: 5 years

End Date: 10/06/2024

----- NOTHING ELSE FOLLOWS ON THIS PAGE -----

Attachment E - Pricing for Options – Per Unit Pricing. Quantities subject to change. Price frozen for 36 months after ramp up period. Increases after 36 months will be limited to an annual increase of 3%.

Total Pricing for Selected Options (RingCentral Office Services)						
Service	Charge Term	Quantity	Rate	Monthly Subtotal	Annual Subtotal	One-time Subtotal
Office Standard 100 - 999 lines	Monthly - Contract	400	\$14.49	\$5,796.00	\$69,552.00	\$0.00
Cost Recovery Fee (DigitalLine Unlimited)	Monthly - Contract	400	\$3.50	\$1,400.00	\$16,800.00	\$0.00
E911 Fee (DigitalLine Unlimited)	Monthly - Contract	400	\$1.00	\$400.00	\$4,800.00	\$0.00
Additional Local Number	Monthly	1	\$0.99	\$0.99	\$11.88	\$0.00
Cost Recovery Fee (Digital Line Basic)	Monthly	16	\$3.50	\$56.00	\$672.00	\$0.00
E911 Fee (Digital Line Basic)	Monthly	16	\$1.00	\$16.00	\$192.00	\$0.00
Limited Extension User	Monthly	16	\$9.97	\$159.52	\$1,914.24	\$0.00
Polycom IP 6000 Conference Phone	One - Time	10	\$599.00	\$0.00	\$0.00	\$5,990.00
Polycom VVX-411 Color Gigabit Ethernet Phone with 1 Expansion Module	One - Time	7	\$330.00	\$0.00	\$0.00	\$2,310.00
Polycom VVX311	One - Time	6	\$105.00	\$0.00	\$0.00	\$630.00
Polycom VVX311	One - Time	251	\$105.00	\$0.00	\$0.00	\$26,355.00
Polycom VVX411	One - Time	7	\$140.00	\$0.00	\$0.00	\$980.00
Softphone	One - Time	135	\$0.00	\$0.00	\$0.00	\$0.00
New Service Amount				\$7,828.51	\$93,942.12	\$36,265.00
Total Initial Amount				\$46,717.76		

CONTRACT AGREEMENT for City RFP 08-1718
 City of Jacksonville Beach, Property and Procurement
 Effective Date: 10/07/2019

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 Term: 5 years

End Date: 10/06/2024

Attachment F - Pricing for Options (RingCentral Contact Center) – Per Unit Pricing. Quantities subject to change. Price frozen for 36 months after ramp up period. Increases after 36 months will be limited to an annual increase of 3%.

Total Pricing for Selected Options (RingCentral Contact Center™)						
Service	Charge Term	Quantity	Rate	Monthly Subtotal	Annual Subtotal	One-time Subtotal
Contact Center: Advanced Edition Seat 20 - 99 (2 ports)	Monthly - Contract	25	\$104.97	\$2,624.25	\$31,491.00	\$0.00
Contact Center: Data Storage beyond 1 GB per Seat	Monthly - Contract	0	\$7.50	\$0.00	\$0.00	\$0.00
Contact Center: Monthly Long-term Storage Retrieval (per GB)	Monthly - Contract	0	\$1.38	\$0.00	\$0.00	\$0.00
Contact Center: Monthly Overage for Long-term Storage (per GB)	Monthly - Contract	0	\$0.10	\$0.00	\$0.00	\$0.00
Domestic Minutes Overage	Monthly - Contract	0	\$0.02	\$0.00	\$0.00	\$0.00
Port Overage	Monthly - Contract	0	\$75.00	\$0.00	\$0.00	\$0.00
New Service Amount				\$2,624.25	\$31,491.00	\$0.00
Total Initial Amount				\$46,717.76		

NOTE: Data storage beyond 1GB per Seat is charged per GB.

Attachment G – Warranties, Service Level Agreements, Liquidated Damages Warranties

WARRANTIES

A. RingCentral Warranty

RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer. Hardware is warranted for one year from date of purchase.

B. Customer Warranty

Customer's and its End Users' use of the Services must at all times comply with all applicable Laws and this Agreement.

C. Disclaimer of Warranties

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

D. SERVICE LEVEL AGREEMENT FOR RINGCENTRAL OFFICE SERVICES

This Service Level Agreement for Office Services (the "Office SLA") is a part of the Master Services Agreement (the "Agreement") that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for RingCentral Office Services.

1. Overview

RingCentral will maintain the following performance levels:

	Performance Level
Voice Services Availability (Monthly Calculation)	99.999%
Quality of Voice Service (Monthly Calculation)	3.8 MOS Score

NOTE: MOS is Mean Opinion Score

2. Minimum Eligibility

Customer is entitled to the benefits of this Office SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the Office Service Attachment with a minimum twelve (12) month Term. This Office SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

a. Calculation of Service Availability for Voice Services

Service Availability = [1 – ((number of minutes of Down Time x number of Impacted Users) / (total number users x total number of minutes in a calendar month))] x 100

Availability shall be rounded to nearest thousandth of a percent in determining the applicable credit. Service Credits for Down Time will not exceed 30% MRC.

b. Calculation of Service Credits

Customer is entitled to the Accelerated Service Credits calculated based on the table below:

Accelerated Service Credit Table

Voice Service Availability	Service Credits
≥ 99.999 %	0% MRC
≥ 99.500 and < 99.999%	5% MRC
≥ 99.000 and < 99.500%	10% MRC

≥ 95.000 and < 99.000%	20% MRC
< 95.000%	30% MRC

NOTE: MRC is the Monthly Recurring Charge

c. No Cumulative Credits

Where a single incident of Down Time affects Office Services and any other Services provided by RingCentral and covered under a separate service level agreement executed between the parties, resulting in Service Credits under both agreements, Customer is entitled to claim Service Credits under one of the agreements, but not for both.

Service Credits to be paid under this Office SLA will be calculated based Customer's RingCentral Office MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed the total MRC paid for the relevant Services.

d. Qualifying for Service Credits.

Service Credits for Down Time will accrue only to the extent:

- i. Down Time exceeds 1 minute;
- ii. Customer reports the occurrence of Down Time to RingCentral Customer Service by opening a Support Case within twenty-four (24) hours of the conclusion of the applicable Down Time period and in accordance with RingCentral's published customer service procedures;
- iii. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
- iv. Customer is not in material breach of the Agreement, including its payment obligations.
- v. Customer must submit a written request for Service Credits to RingCentral Customer Service within thirty (30) days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;

4. Quality of Service Commitments

- a. **Quality of Service Targets.** RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public WiFi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.

-
- b. **Quality of Service Report:** Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) business days.
 - c. **Diagnostic Investigation:** If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.
 - d. **Diagnostic Remediation.** Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

5. Chronic Service Failures

- a. **Service Availability:** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services during any three (3) calendar Months in any continuous 6-Month period, and customer has timely reported Down Time as set forth herein.
- b. **Quality of Service:** Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum 3.5 MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within four (4) months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
- c. To exercise its termination right under this Office SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to right to terminate under this Section accrues.

6. Sole Remedy

The remedies available pursuant to this Office SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this Office SLA.

E. SERVICE LEVEL AGREEMENT FOR SUPPORT SERVICES

This Service Level Agreement for Support Services (the "Support SLA") includes the service

levels and objectives for the management and resolution of Customer initiated Support Cases.

1. RingCentral Support

a) Support Case

For non-urgent support requests, Customer may utilize the RingCentral support portal located at <http://support.ringcentral.com> (“Web Case”). For urgent support requests, Customer shall utilize the support number located on the portal (“Phone Case”).

b) Support Availability.

RingCentral will maintain technical support via telephone and web access twenty-four (24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year.

c) Response Objectives.

1. Average Phone Case Response Time SLA – RingCentral shall endeavor to answer seventy-five percent (75%) of all Phone Cases received in calendar month within an average of two (2) minutes.
2. Web Case Response Time SLA– RingCentral’s shall endeavor to provide a response within twenty-four (24) hours of the opening of the Web Case.

2. Support Reports

Within ten (10) business days of Customer’s request, RingCentral shall provide Customer with a report covering the prior calendar quarter providing the following Customer data, by month and in the aggregate:

- a. Calls Offered and Handled –The total number of phone calls made by Customer to RingCentral Support and the total answered/handled.
- b. Service Level Agreement – The percentage of phone calls which met the service level agreement in Section 1(c)I above.
- c. Web Case Report - The number of Web Cases opened, number closed, and first response time for each.
- d. Total Cases and Call Driver Report – The total support cases opened and closed across all support channels broken down by type.
- e. Aging Report for Open Support Cases – The number of support cases that are open and the age of the open cases at the time the report is run.

3. Support Resolution Service Level Objectives. The SLOs that RingCentral endeavors to meet for Phone Cases.

Updates and Resolution time			
Severity Level	Service Failure descriptions	Updates	Resolution Time
Priority 1	A. Customer experiences a loss of Core of Service	Upon Customer request, Every thirty	4 Hours

	<p>affecting (a)100% of Digital Lines at one or more Customer Sites or (b) 50 or more Digital Lines in the aggregate across its Sites.</p> <p>A "Core Service" means the inability to use any of the following:</p> <ul style="list-style-type: none"> o Place and receive voice calls. o Host and participate in RingCentral Audio Conference services. o Host and participate in RingCentral Office Video Conferencing services. 	(30) minutes, until Resolution	
Priority 2	<p>(A) Customer experiences a loss of Core Services affecting between 20 to 49 Digital Lines in the aggregate across its Sites; or</p> <p>(B) Customer experiences a loss of Services (other than Core Services) affecting (a) 100% of Digital Lines at one or more Customer Site(s) or (b) 50 or more Digital Lines in the aggregate across its Sites.</p>	Every sixty (60) minutes, as requested, until Resolution	1 Business Day
Priority 3	<p>(A) Customer experiences a loss of Service not covered under Priority 1 or 2; or</p> <p>(B) Minor functionality impairment to Services.</p>	Every business day, if requested by Customer, until service is restored	N/A
Priority 4	Non-service impacting questions or feature requests (no loss or impairment of Services is involved).	Initial update/response provided upon case being opened.	N/A

4. Service Credits.

Resolution Time – If RingCentral fails to resolve a Priority 1 or 2 Phone Case within the Resolution Time, Customer shall be entitled to a credit equal to two percent (2%) of the MRC for the month the SLA was missed.

5. Rules Governing the Calculation of Support Services Credits.

Notwithstanding anything set forth elsewhere in this Support SLA, the calculation of credits shall in all cases be subject to the rules and conditions set forth in this section.

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- a) RingCentral will not be liable and will not pay any credits for any delays or failures to meet the response times or resolutions times set forth in this Support SLAs due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; (3) Customer's breach of the Agreement; (4) interruption, failure or loss of the Services or any functionality caused by any systems or components outside of the RingCentral Network.
 - b) Resolution times will start counting from the moment the Customer properly opens a Phone Case ticket.
 - c) In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of Digital Lines affected by a loss of Service, RingCentral will calculate the impacted Digital Lines on a equivalency- basis using number of calls, network information, device information, vendor and customer reports, and its own technical expertise to make these calculations.
 - d) Service Credits will accrue only to the extent:
 - (i) Customer applies for the Service Credits by submitting a written request to RingCentral Technical Support Team within five (5) business days of the last date of the calendar month for which the Service Credit is requested;
 - (ii) Customer is not in material breach of the Office Agreement or the Use Policies, including its payments obligations;
 - (iii) A Phone Case or Web Case was properly and timely reported following the Service failure; and
 - (iv) RingCentral confirms the conditions set forth in this Support SLA have been met, and the Customer is entitled to receive the credit.

6. No Cumulative Credits

- a) Where a single incident affecting the Customer would enable the collection of credits under this Support SLA and the right to collect any compensation or credit under any other SLA, Customer may only claim credits under one of the SLAs.
- b) Service Credits to be paid under this Support SLA will be calculated based Customer's RingCentral Office MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed five percent (5%) MRC paid for the relevant Service for the relevant month.

7. Sole Remedy

The credits available pursuant to this Support SLA shall be Customer's sole remedy for any failure to meet committed services levels under this Support SLA.

F. SERVICE CREDIT

Customer will be entitled to receive a one-time credit in the amount of USD \$23,534.73. This credit will be applied against charges for recurring Services, (and any fees associated with those Services), included in future invoices issued by RingCentral to Customer until the total amount of the credit is used. The Customer will be responsible to pay for any additional services and products, including, without limitation, IP devices, and their associated fees. This credit is non-

CONTRACT AGREEMENT for City RFP 08-1718
City of Jacksonville Beach, Property and Procurement
Effective Date: 10/07/2019

TITLE: VOIP Phone Solution
Term: 5 years

End Date: 10/06/2024

transferable and non-refundable, and the entire amount is void if the Agreement is terminated within the first 30 days; after that, any unused amount will expire immediately upon termination of your agreement.

Attachment H – Master Service Agreement

BACKGROUND

A. RingCentral is a provider of cloud-based unified communications and collaboration services, including voice, online meeting, video conferencing, contact center and related services, applications and product integrations.

B. Customer wants to receive certain RingCentral services and products as the Parties may agree in writing from time to time, described more fully in the relevant Attachments.

C. This Agreement sets forth the terms and conditions under which RingCentral will provide such services and products to Customer.

Definitions

Capitalized terms not defined have the meaning given to them in Exhibit A.

1) Ordering and Term

a) Ordering Services

Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

Equipment

Customer may purchase or rent equipment from RingCentral for use with the Services.

The terms and conditions that govern any such transaction can be found at:

(i) Purchase: <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>

(ii) Rental: <https://www.ringcentral.com/legal/lease-rental.html>

b) Attachments

The Service Attachments applicable to Customer's Services, and any other Attachments agreed by the parties, are incorporated into and form a part of this Agreement.

- Exhibit A – Definitions
- Service Attachment A – RingCentral Office
- Service Attachment B – RingCentral Contact Center Services

- Service Attachment C – Professional Services Agreement

- c) Term of this Agreement.

- The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

- d) Services Term

- The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (“Initial Term”). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, recurring Services will automatically renew for successive periods of the same length as the Initial Term (each a “Renewal Term”) unless the Customer gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

2) Invoicing and Payment

- a) Prices and Charges.

- All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account.

- Unless otherwise agreed between the Parties, recurring charges for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form, and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) will, unless otherwise agreed between the Parties, once incurred, remain in effect for the then-current Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days’ written notice.

- Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

- b) Billing and Payment

- Billing statements will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed

on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are billed in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

c) Taxes

All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made.

d) Billing Disputes

If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

3) Provision of the Service

a) General Terms

RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.

b) Customer Care

- i) Customer must provide all first-tier support to Customer's End Users. RingCentral may require Customer's Helpdesk support personnel to complete a series of training courses on RingCentral's Services. Such training will be provided online by RingCentral at no cost.
- ii) RingCentral will make second-tier remote support available to Customer's Helpdesk

personnel and/or Account Administrators via RingCentral Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Onsite and implementation services are not included in the RingCentral Customer Care support.

- iii) Customer may open a case with RingCentral Customer Care at <http://support.ringcentral.com>. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account, and will be required to follow RingCentral's authentication protocol.

c) **Professional Services**

RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including dedicated proactive network monitoring and premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

d) **Subcontracting**

RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

e) **Limitations**

RingCentral may access your Account and related data as required to provide the Services.

4) Use of the Service

a) **Service Requirements**

The Services are dependent upon Customer's maintenance of sufficient Internet access, networks and power as set forth in RingCentral's Technical Sufficiency Criteria, available at <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.

b) **Use Policies**

Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer may not use, or permit the use of the Services, to interfere with the use of RingCentral's service by others or with the operation of the RingCentral Network. Customer may not resell the Services. Customer must ensure that its End Users comply with the Use Policies. Any breach of

this Section (Use Policies) will be deemed a material breach of this Agreement.

RingCentral may update the Use Policies from time to time, and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer.

i) Acceptable Use Policy

The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>.

Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact RingCentral Support in advance to avoid any Service disruption.

ii) Emergency Services

RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.

iii) Numbering Policies

The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

5) Termination

a) Termination for Cause

Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

In the event that RingCentral notifies Customer of a modification to any Use Policy made pursuant to this Agreement, that has a material adverse effect on Customer's use of the Services and is not required by Law, the Customer may object to the modification by sending written notice to RingCentral within thirty (30) days from the date such modification is notified. In that case, the Parties shall work in good faith to find a mutually agreeable solution. If after negotiating in good faith the Parties cannot reach

agreement, then the Customer may terminate the affected Services without penalty with a thirty (30) days written notice to RingCentral. Any use of the Services after the effective date of such modification will be deemed Customer's acceptance of the change.

b) Effect of Termination

If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services.

If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as set forth in Section 14((Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the Customer's then-current fiscal year plus related Taxes and fees.

6) Intellectual Property

a) Limited License

- i) Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("Software") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.
- ii) Customer will not, and will not allow its End Users, to:
 - (1) Sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity to the extent allowed under Florida Law;
 - (2) modify, adapt or create derivative works of the Software or any associated documentation;
 - (3) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software;
 - (4) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use;
 - (5) create any competing Software or Services; or

(6) remove any copyright or other proprietary or confidential notices on any Software or Services.

b) IP Rights

i) RingCentral's Rights

Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services, any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology or products developed or provided by third parties, including open source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.

ii) Customer Rights

As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

c) Use of Marks

Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

7) Confidentiality

a) Restrictions on Use or Disclosures by Either Party

- i) During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information, to the extent allowed under Florida Law, in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.
- ii) Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it

against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

- iii) These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.
- iv) Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, to the extent allowed under Florida Law, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

8) Data Protection

a) Data Privacy

RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with the Privacy Notice, which can be found at <http://www.ringcentral.com/legal/privacy-notice.html>. RingCentral may update the Privacy Notice from time to time, and will provide notice of such update to Customer at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

b) Data Security

- i) RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), administrative and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification.
- ii) Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges

resulting from unauthorized use of Customer's Account.

c) **Software Changes**

RingCentral may from time to time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

9) Limitation of Liability

a) **Excluded Damages.**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR (1) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, REPUTATIONAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND; (2) COSTS OF PROCUREMENT, COVER, OR SUBSTITUTE GOODS OR SERVICES; (3) LOSS OF USE, LOSS OR CORRUPTION OF DATA; OR (4) LOSS OF BUSINESS OPPORTUNITIES, PROFITS, GOODWILL, OR SAVINGS, WHETHER IN ANY OF THE FOREGOING, ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. NEITHER PARTY WILL BE LIABLE FOR ACTIONS REASONABLY TAKEN TO COMPLY WITH LAW.

b) **Direct Damages.**

i) EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION 10(B) (DIRECT DAMAGES) WILL NOT APPLY TO: I) CUSTOMER PAYMENT OBLIGATIONS; II) EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS; III) EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT; OR IV) CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY.

ii) NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE A PARTY'S

LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

c) Survival.

The limitations of liability contained in this Section 10 (Limitation of Liability) will survive termination or expiration of this Agreement and apply in any and all circumstances (except as expressly set forth above), including without limitation in the event of any failure of the essential purpose of any limited warranty or available remedy provided herein.

10) Indemnification

a) Indemnification by RingCentral

- i) RingCentral agrees to indemnify, defend, and hold harmless the Customer at RingCentral's expense, from and against any and all third-party claims or causes of action, ("Third Party Claim") alleging that the Services as provided by RingCentral infringe or misappropriate the patent, copyright, trademark or trade secret rights of a third party. Further, RingCentral will indemnify and hold harmless the Customer from all damages, reasonable costs and attorneys' fees finally awarded against the Customer by a court of competent jurisdiction in connection with such Third-Party Claim or agreed to in a written settlement agreement approved in writing by RingCentral.
- ii) RingCentral will have no indemnification obligations under subsection (i) above if the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided by or on behalf of RingCentral, provided free of charge, (e) breach of the Agreement or misuse of the Services, or (f) a Third Party Claim by Customer's Affiliate, successor, or assignee.
- iii) If such a claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement, in its entirety or with respect to the affected Service, component or part, effective immediately on written notice to Customer in which case Customer will not owe any fees or charges for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees for the terminated Services. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged

intellectual property violations.

b) Defense and Indemnification Procedures

Any Party seeking defense or indemnification (the “Indemnified Party”) must provide the Party from which it seeks such indemnification or defense (the “Indemnifying Party”) with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party’s failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section (Indemnification), except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Party will have the right to participate at its own expense in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled or compromised by the Indemnifying Party without the Indemnified Party’s express written consent (which such consent may not be unreasonably withheld, conditioned, or delayed), unless such settlement or compromise includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim.

11) Warranties

a) RingCentral Warranty

RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer.

b) Customer Warranty

Customer’s and its End Users’ use of the Services must at all times comply with all applicable Laws and this Agreement.

c) Disclaimer of Warranties

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE

SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST
EXTENT PERMITTED BY LAW.

12) Dispute Resolution

a) Good Faith Attempt to Settle Disputes

In the event of any dispute or claim arising out of or relating to the Agreement (a "Dispute"), each Party will appoint a duly authorized representative which will confer before either Party brings legal action, to make a reasonable and good faith effort to settle or otherwise resolve such Dispute.

b) Venue

In the event that the Parties are unable to resolve a Dispute, any related action, lawsuit, or proceeding must be brought in and adjudicated exclusively by state or federal courts located in Duval County, Florida, United States of America. Each Party hereby consents to and agrees to submit to the exclusive venue and personal jurisdiction of such courts with respect to any such actions or lawsuits and irrevocably waives any right that it might have to assert that either forum is not convenient or that any such courts lack jurisdiction.

c) Equitable Relief

Any breach of either Party's IP Rights will cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.

d) Limitations

Except for actions for nonpayment or liability arising from Section 10 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

13) Miscellaneous

a) Relationship of the Parties

RingCentral and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.

b) Assignment

Neither Party may assign the Agreement or any portion thereof without the other

Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

c) Notices

- i) Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with a reputable overnight courier service, and addressed as follows: to RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.
- ii) Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

d) Force Majeure

Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

e) Third-Party Beneficiaries

RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

f) Headings, Interpretation

The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this

Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).

g) Governing Law

The Agreement is governed by the Laws of the State of Florida, excluding its choice of Law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

h) Anti-Bribery

Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and similar applicable Laws.

i) Export Control

Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.

j) Regulatory and Legal Changes

In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.

k) Order of Precedence

In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form; (ii) the applicable Service Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Privacy Notice incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services.

l) Amendments

Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.

m) Severability and Waiver

In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

n) Publicity

Subject to Customer's prior written approval, which may not be unreasonably withheld or denied, in each instance, and notwithstanding anything to the contrary in this Agreement, RingCentral may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials.

o) Execution

Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

p) Counterparts

This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

q) Survival

The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

ATTACHMENT A

Service Attachment – RingCentral Office Services

This Service Attachment is a part of the Master Services Agreement (“the Agreement”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Office Services to Customer.

1) Service Overview

RingCentral Office is a cloud-based unified communications service that includes enterprise-class voice, fax, text, call handling, mobile apps, and BYOD capability that integrates with a growing list of applications.

RingCentral Office includes

- a) Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- b) RingCentral Meetings, a video and audio conferencing service, including screen sharing
- c) Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available) and other innovative tools
- d) RingCentral Office Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2) Office Purchase Plans

- a) **Tiers of Service**
 - i) RingCentral Office is made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>.
 - ii) RingCentral offers unlimited monthly plans for some of its products and services,
 - iii) RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc.
- b) **Minute and Calling Credit Bundles**
 - i) Minute Bundles, e.g., Toll Free Minute Bundles, can be purchased in incremental buckets of minute in addition to any number of minutes included with the purchased tier. Inbound Toll Free minutes are deducted from included minutes, purchased

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- Minute Bundles, or charged as overage at the rates currently in effect.
- ii) International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.
 - iii) Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.
 - iv) Additional Calling Credits may be purchased through the **Auto-Purchase** feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account **exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411)**.
 - v) Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

3) N11 and other Calling

a) Operator Assisted Calling, 311, 511 and other N11 Calling.

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling in one or more service areas. Additional charges may apply for these calls.

4) Directory Listing Service

- a) RingCentral offers directory listing (the "Directory Listing Service"). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory ("Listing Information"). This information may include, but is not limited to, Customer's company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges that by subscribing to the Directory Listing Service, Customer's Listing Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through the Directory Listing Service.

b) Opt Out.

Customer may opt out of the Directory Listing Service at any time, however RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.

c) No Liability.

RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5) RingCentral Global Office

RingCentral Global Office provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global Office is available. Additional information related to Global Office Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>.

This section sets forth additional terms and conditions concerning RingCentral's Global Office for customers that subscribe to it.

a) Emergency Service Limitations for Global Office

RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global Office is available, allowing End Users in most countries to access Emergency Services (911 in the United States and Canada, 999/112 in the United Kingdom and throughout the European Union, and any other applicable Emergency Services number). Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global Office countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

- b) Global Office Provided Only in Connection with Home Country Service.**
- i) RingCentral provides Global Office Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global Office Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global Office Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country.
 - ii) RingCentral will provide all documentation, licenses, and services in connection with the Global Office Service in English; additional language support may be provided at RingCentral's sole discretion.
- c) Relationships with Local Providers.**
- i) In connection with the provision of RingCentral Global Office Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable You to receive calls from non-RingCentral numbers on Customer's Global Office telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer's behalf to secure such services.
 - ii) RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed. RingCentral, Inc., is responsible for all contracting, billing, and customer care related to those services.

SERVICE ATTACHMENT B

Service Attachment – RingCentral Contact Center Services

This Service Attachment is a part of the Master Services Agreement (the “Agreement”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Contact Center Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Service Attachment, such provisions of this Service Attachment will prevail.

1) Service Overview

RingCentral Contact Center Services is a contact center solution consisting of inbound and outbound media routing, queuing, and distribution, and related services, applications, and features, whether included as part of a Subscription Package or ordered separately.

2) Billing and Payment

a) Billing During the Ramp-Up Period.

During the Ramp-Up Period, You shall be billed for the Usage and for the Contact Center Services based on the number of Seats activated on Your account. Notwithstanding the above, You shall not be billed for any Usage or Contact Center Services for Seats activated for use by RingCentral or its subcontractors, for the configuration and implementation of Your Contact Center Services. During the Ramp-Up Period, Your Contact Center Services will be limited to five (5) ports. After the Ramp-Up Period, or when total number of CC Contract Seats are activated, whichever happens first, the number of ports will be raised to the contracted amount.

b) Billing After Ramp-Up Period.

Starting immediately after the end of the Ramp-Up Period and until the end of the Term, or when the total number of CC Contract Seats are activated, whichever happens first, You agree to pay for: i) the Contact Center Services fees for at least the number of Seats set forth in the Contact Center Services Order (as amended as permitted below) (a “CC Contract Seat”) based on the per-seat pricing set forth in the Contact Center Services Order (the “CC Contract Seat Price”), as amended from time to time, irrespective of the number of Seats actually used; ii) any additional fees set forth in the Contact Center Order form.

c) Adding New Contact Center Contract Seats

You may add CC Contract Seats at any time through a new Contact Center Services Order or a written amendment executed by You and RingCentral. The Contact Center Services fees related to these additional CC Contract Seats will be billed at the per-seat price set forth in the Contact Center Order form. For the avoidance of doubt, You will be

required to pay for Contact Center Services fees related to these additional CC Contract Seats until the end of the Term.

d) Adding On-Demand Contact Center Seats

At any time, You may utilize additional Seats with your Contact Center Services on an as-needed basis (each, an **“On-Demand CC Seat”**). You will be charged for any Contact Center Services at the rate of the CC Contract Seat Price plus twenty dollars (\$20) per month per Seat (the **“On-Demand CC Price”**) until You remove this Seat from Your Contact Center Services subscription (which You may do at any time in your discretion). Contact Center Services fees for any On-Demand CC Seats will be charged for the full month, regardless of the number of days used. For each monthly billing period, You will be charged for the highest number of On-Demand CC Seats used within such billing period.

3) Contact Center Services, Settings, and Modifications

The settings and preferences for your Contact Center Services, including without limitation user rights, user skills, and permissions; routing, points of contact, scripts; registration Information; and activation of On-Demand CC Seats, among others, may be set and modified by those individuals whom You allow to have access to the web console (“Account Administrators”). The Customer acknowledges that the acts or omissions of the Account Administrators may result in additional charges or affect the Contact Center Services. The Customer will be solely responsible for the acts or omissions of the Account Administrators.

4) Use of Contact Center Services

You acknowledge and agree that all use of the Contact Center Services shall be subject to this Service Attachment and the Agreement, including without limitation the use policies and data privacy policies in Sections 5 and 9. You acknowledge and agree that You are fully responsible and liable for all use of the Contact Center Services, any software or hardware used in conjunction with the Contact Center Services, and any and all fees and charges that are incurred as a result of such use. Notwithstanding anything to the contrary stated in the Agreement, the use of the Contact Center Services shall be subject to the following terms:

a) NO 911 SERVICE.

YOU ACKNOWLEDGE AND AGREE THAT 911 / EMERGENCY CALLS OR MESSAGES MAY NOT BE PLACED OR SENT THROUGH THE CONTACT CENTER SERVICES, AND NO 911 CALLING OR SMS OR OTHER MESSAGING SERVICE IS OFFERED OR PROVIDED WITH THE CONTACT CENTER SERVICES. YOU MUST MAKE AVAILABLE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS.

b) Customer 911 Notification Obligations.

You represent, warrant, and covenant that: (i) You shall ensure that any person who might use the Contact Center Services or be present at the physical location where any the Contact Center Services might be accessed or used is fully informed and aware that he or she will not be able to place calls or send messages to 911 or other emergency response services through

CONTRACT AGREEMENT for City RFP 08-1718
City of Jacksonville Beach, Property and Procurement
Effective Date: 10/07/2019

TITLE: VOIP Phone Solution

Term: 5 years

End Date: 10/06/2024

the Contact Center Services; and (ii) You shall provide all of the foregoing parties with an alternate method by which to place such calls and, as applicable, to send such messages.

SERVICE ATTACHMENT C

SERVICE ATTACHMENT – RINGCENTRAL PROFESSIONAL SERVICES AGREEMENT

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Professional Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Professional Services Agreement (the “**PS Agreement**”), such provisions of this PS Agreement will prevail.

1. Service Overview

RingCentral shall provide the implementation, installation, consulting, configuration services and other professional services (“**Professional Services**”) as described and agreed upon in writing between the Parties pursuant to a statement of work (“**Statement of Work**” or “**SOW**”). The Professional Services may include the creation and delivery of customized software, documentation or other work product (“**Deliverables**”).

2. Project Phases

The Professional Services may be delivered in one or more phases. The SOW will specify the milestone, objectives, Deliverables, Sites, fees and other components that are included in the scope of each phase (“**Project Phase**”). The Professional Services may also be provided on a time and material basis (“**T&M Services**”) paid by the hour based on the then current T&M Services hourly rate offered by RingCentral, as specified in the relevant SOW (If not referenced in the SOW, standard T&M Services hourly rate shall be \$200/hour). Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

3. Customer Sites and Site Visits

In the event the Parties agree that the Professional Services must be performed at one or more Customer facility(ies) (“**Site(s)**”), the Site(s) will be separately identified in the applicable SOW. Each visit to a separate Customer Site will be considered a separate “**Site Visit**”. When so stipulated in the SOW, each Site may constitute a Project Phase. Customer has the following obligations with respect to all Site Visits:

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- a. Customer will maintain and ensure safe working conditions at each Site and shall promptly inform the RingCentral project manager of any known hazardous conditions at any Site prior to any visit by RingCentral Personnel.
 - b. Customer shall ensure that all Site hardware and network environment meets or exceed the requirements set forth in the Statement of Work and in “RingCentral VoIP Network Requirements and Recommendations” which can found at: https://success.ringcentral.com/articles/RC_Knowledge_Article/9233
 - c. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer’s systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer’s failure to do so.
 - d. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral Project Manager the following information for the Site to be visited:
 - i. a fully completed Site Survey Data form which can be accessed and completed at <http://www.quickbase.com> (Customer will be given a username and password for access to the site upon execution of the applicable SOW);
 - ii. the first and last name, extension number, and email address for delivery of message notification emails of each User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Plan Service’s bulk configuration utility);
 - iii. written or illustrated diagrams of Customer’s current and proposed dial plans and data and call flows; and
 - iv. information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.

4. Late Site Visit Change.

The Parties acknowledge and agree that Customer’s cancellation or change of the dates of a Site Visit at any time during the ten (10) business days immediately prior to the date that the Site Visit is scheduled to take place (a “Late Site Visit Change”) will cause RingCentral to incur in expenses and losses (including without limitation RingCentral’s costs in rescheduling the Site Visit and/or loss of opportunity for other business during the period during which such Site Visit was to take place). Accordingly, Customer agrees that for each Late Site Visit Change, Customer shall incur

(at the time of cancellation or change) and be liable for, as liquidated damages, an amount equal to eight (8) hours of RingCentral T&M Services at RingCentral's then-current T&M Services hourly rate (as set forth in the applicable SOW, and if not referenced in the SOW, a T&M Services hourly rate of \$200/hour), as well as any Service Expenses that have already been expended by RingCentral. The Parties acknowledge and agree that this amount is a fair, reasonable, and appropriate pre-estimate of the losses that RingCentral will incur as a result of any single Late Site Visit Change.

5. Professional Services Acceptance

Each SOW will identify the specific criteria required for the completion of each Project Phase ("**Completion Criteria**"). Unless otherwise agreed between the parties in the SOW, upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will present to the Customer the Professional Services Project Completion Signoff Form ("**PCF**") for that Project Phase. Notwithstanding anything to the contrary in this PS Agreement or any SOW, RingCentral's obligations under any Project Phase are deemed accepted and the Professional Services under such Project Phase shall be considered completed in full and billable upon any of the following ("**Acceptance**"):

- a. Customer executes the PCF.
- b. If RingCentral presents Customer with the PCF and the Customer fails to execute the PCF within three (3) days, unless the Customer provides to RingCentral, within those three (3) days, with a detailed description of the items that are outstanding or that are materially non-conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services, and re-submit the PCF for the Project Phase to the Customer for Acceptance as described above. If RingCentral timely receives from the Customer a second rejection notice, and RingCentral, in its reasonable discretion determines that the Professional Services for the Project Phase were properly completed in accordance with the Completion Criteria, the Project Phase will be deemed to have been Accepted.
- c. **Production Use:** Unless otherwise agreed in writing between the parties, production use will constitute Acceptance for all purposes of this PS Agreement.
- d. In the event of termination of the applicable SOW as set forth below.
- e. **T&M Services.** Acceptance for T&M Services is deemed accepted upon performance.

6. Payment

- a. The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for T&M Services. Customer will compensate RingCentral fees and expenses for the Services as set forth in the applicable SOW. Customer acknowledges and agrees that all fees and charges shall be due and payable without

any deduction, withholding, or offset of any kind, including without limitation for any levy or tax.

- b. **Invoicing and Payment of Professional Services fees.** Except to the extent otherwise provided in a SOW or this Section, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced monthly in arrears. The payment term for each invoice is set forth in the Agreement.
- c. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its fixed travel, meal, and lodging expenses incurred in connection with any Site Visit (“Service Expenses”). Travel, meal, and lodging expenses shall be invoiced upon Acceptance of each Project phase, alongside all other amounts due under this PS Agreement, on a per-trip/per resource basis. RingCentral shall, after Customer request, provide information and invoices verifying the deployment of on-site resources and expenditure of Service Expenses.
- d. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts not provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:
 - i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours of RingCentral per day at RingCentral’s then-current T&M Services hourly rate.
- e. **Full Statement of Conditions for Customer Payment Obligations.** In no event shall Customer’s incurring of or obligation to pay any amount under this PS Agreement be contingent on or tied in any way to the occurrence of any event not specifically identified in this PS Agreement, as such a condition with respect to such amounts.

7. Changes to SOWs

Changes to any applicable SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a “Change Order”), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by RingCentral in its reasonable discretion. RingCentral shall have no obligation to commence work in connection with any Change Order until the Change Order is agreed upon by both Parties in writing. RingCentral has no obligation to provide any Professional Services outside the scope of an SOW.

8. Term and Termination

- a. **Term.** This PS Agreement shall remain in effect for as long as the Agreement is in effect, unless terminated in accordance with this Section.
- b. **Termination.** Either Party may terminate this PS Agreement, in whole or in part, with thirty (30) days’ advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one SOW or Project Phase shall not

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- necessarily result in the termination of, or otherwise affect, any other SOW or Project Phase.
- c. **Effect of Termination.** In the event that this PS Agreement, a SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:
- i. any Professional Services and T&M Services that have been rendered up until the effective date of the termination;
 - ii. all applicable Service Expenses incurred; and
 - iii. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled.
- d. **Post-Termination Notice Wrap-Up.** Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase, as the case may be, but shall have the right to elect in its sole discretion to continue to perform such Services in the period prior to the applicable SOW's or Project Phase, as the case may be, termination.
- e. **Obligations Upon Termination.** Upon termination of this PS Agreement, Customer will promptly destroy or, at RingCentral's request, return to RingCentral, all RingCentral Confidential Information in their possession, including deleting or rendering unusable all electronic files and data that contain RingCentral Confidential Information, and will provide RingCentral with certification of compliance with this subsection.

DEFINITIONS

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Agreement, the following terms have the meanings set forth below:

- a) **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
- b) **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
- c) **“Account Data”** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
- d) **“Administrative Fees”** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
- e) **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
- f) **“Affiliate(s)”** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and **“control”** means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.
- g) **“Attachment (s)”** means documents appended to the contract containing additional terms for products and Services. Attachments are part of this Agreement.
- h) **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
- i) **“Contact Center Materials”** means documentation, either electronic or otherwise, that RingCentral provides or makes available to the Customer describing the Contact Center Services, including the components of each Subscription Package, if applicable, and any other features and functionality offered as part of the Contact Center Services. The Contact Center Materials may include without limitation manuals, product descriptions, user or installation instructions, diagrams, printouts, listings, flowcharts and training materials related to the Contact Center Services.
- j) **“Contact Center Services Order”** is an order form executed by the Parties under the terms of the Agreement and this Service Attachment, setting out the details of the

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- subscription to the Contact Center Services, including any Subscription Package, and any additional products, services and functionality purchased by the Customer.
- k) **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.
 - l) **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
 - m) **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees and attorneys.
 - n) **“Dispute”** has the meaning set forth in Section 13(A) (Good Faith Attempt to Settle Disputes).
 - o) **“Down Time”** is an unscheduled period during which the Voice Services for RingCentral Office on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer’s breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.
 - p) **“Electronic Signatures”** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
 - q) **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
 - r) **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors and agents.
 - d) **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
 - e) **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
 - s) **“Helpdesk”** means first-tier support provided to End Users by Customer.
 - t) **“Home Country”** means the United States or the country that is otherwise designated as Customer’s primary or home country in the Order Form.
 - u) **“Impacted User”** means a user with a Digital Line affected by Down Time. In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of users with a Digital affected by Down Time, RingCentral will calculate the Impacted Users on a User-Equivalency basis as defined below.
 - v) **“Indemnifying Party”** and **“Indemnified Party”** have the meanings set forth in Section

11(C) (Defense and Indemnification Procedures).

- w) **“Initial Term”** has the meaning set forth in Section 2(E) (Services Term).
- x) **“Intellectual Property Rights”** or **“IP Rights”** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).
- y) **“Law”** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
- z) **“MOS”** means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the Voice Services.
- aa) **“MRC”** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Office Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Office Services.
- bb) **“Order Form(s)”** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
- cc) **“Quality of Service Report”** means a technical report provided by RingCentral, detailing MOS and related technical information.
- dd) **“Ramp-Up Period”** is the period of sixty (60) days starting on the Start Date set forth in the Contact Center Services Order Form.
- ee) **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees and attorneys receiving Confidential Information.
- ff) **“Renewal Term”** has the meaning set forth in Section 2(E) (Services Term).

-
- gg) **“RingCentral Customer Care”** means RingCentral’s Customer support operations, available at <http://support.ringcentral.com>.
- hh) **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, private IP networks, and the PSTN. The RingCentral Network does not include the public Internet, a Customer’s own private network, or the Public Switched Telephone Network (PSTN).
- ii) **“Seat”** means a license for a single named person to use the Contact Center Services.
- jj) **“Service Availability”** is the time for which Voice Services for RingCentral Office are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth above.
- kk) **“Service Credits”** means the amount that RingCentral will credit a Customer’s account pursuant to this Office SLA.
- ll) **“Service(s)”** means all services provided under this Agreement, and set forth in one or more Order Form(s).
- mm) **“Site”** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.
- nn) **“Start Date”** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
- oo) **“Subscription Package”** is a set of Contact Center Services features and applications, as further defined in the Contact Center Materials, that could be ordered as a bundle.
- pp) **“Support Case”** means an inquiry or incident reported by the Customer, through its helpdesk, to RingCentral’s Customer Care department, by placing a telephone call as outlined at <http://success.ringcentral.com/RCContactSupp>.
- qq) **“Taxes”** means any and all federal, state, local, municipal, foreign and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
- rr) **“Term”** means the Initial Term plus any Renewal Terms.
- ss) **“Territory”** means those countries in which Customers subscribes to RingCentral Office or Global Office Services.
- tt) **“Third Party Claim”** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
- uu) **“Usage”** means any charges incurred in connection with the use of Your Contact Center Services, including, without limitation, local, long-distance, international, and toll-free minutes, charges, ports, and any products listed on the Contact Center Service Order Form
- vv) **“Use Policy”** refers to any of the policies identified in Section 5(B) (Use Policies).
- ww) **“User-Equivalency”** means the calculation made by RingCentral to estimate the percentage of the Voice Services impacted by the Down Time. RingCentral may use

number of calls, network, device information, vendor and customer reports, and its own technical expertise to make these calculations.

- xx) **“Video Conferencing”** means the cloud-based video conferencing service that unifies video and audio conferencing, mobility and web meetings offered by RingCentral.
- yy) **“Voice Services”** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

City of Jacksonville Beach

RFP Number: 08-1718

RFP Title: VOIP PHONE SOLUTION



Response by: TouchPoint Inc. and RingCentral





Re: City of Jacksonville Beach: Request for Proposal
08-1718 - VOIP Phone Solution

Dear Luis F. Flores,

TouchPoint is pleased to submit our response to your Request for Proposal. TouchPoint was the initial partner to introduce the City of Jacksonville Beach to RingCentral. During our introduction phase we worked on a proof of concept that included Selectron Technologies in order to validate integration success.

TouchPoint is a Jacksonville, FL headquartered Women-Owned VAR that offers "concierge" style customer service to its clients. TouchPoint's City of Jacksonville Beach account manager, inside sales manager and company ownership reside in Jacksonville Beach city limits. Our Jacksonville based technical and customer service staff are looking forward to providing the City of Jacksonville Beach with a high level of service and support for your VOIP phone solution.

Thank you for the opportunity to earn your business. If you have any questions, please feel free to contact me and we look forward to moving onto the next step in this process.

A handwritten signature in black ink, appearing to read "Amy Kiernan", followed by a horizontal line extending to the right.

Amy Kiernan, Account Manager
TouchPoint
(O) 904-519-9933
(C) 904-874-1858



Company Introduction

TouchPoint is a Value Added Reseller founded in 2001 and is the only Value Added Reseller headquartered in Jacksonville, Florida. TouchPoint was founded with a core principle of making the client the first priority at all times. We are a Certified Minority Business Enterprise, certified through the Florida Department of Management Services as well as Women's Business Enterprise National Council (WBENC). TouchPoint is a full service VAR with a staff of sales professionals, and a customer service department that is unsurpassed. Our Network Services Team is comprised of highly trained engineers certified at many different levels. These certifications consist of Microsoft MCSE, Juniper JNCIA, HP ASE - Server Solutions Architect, HP Master ASE Networking Infrastructure ASE, VMware VCP, Citrix CCA, and HP Master ASE Storage Solutions Architect. TouchPoint is unique in that we are one of the only VARS with Solution Architects based in Jacksonville. We offer a broad range of Network Integration Solutions ranging from Network Storage, Security, and LAN/WAN Infrastructure. TouchPoint partners with companies that we believe have the best in market solutions and products such as HP, Dell, RingCentral, Juniper, Microsoft, Citrix, VMware, EMC and Symantec. We represent the leaders and innovators in our industry.

Gran Park at the Avenues

10199 Southside Blvd., Suite 203

Jacksonville, FL 32256 904-519-9933 904-519-9988 Fax



Corporate Leadership

Lisa Harper, the Chief Executive Officer of TouchPoint, Inc., has invested 31 years into building Jacksonville's local IT infrastructure by managing a cross-section of accounts: Mainframe in the 1980's to Enterprise, Government, Education, and SMB accounts today. Though her first passion is Sales, she also leads TouchPoint's corporate direction and overall vision. Lisa attended Florida State University as a native Floridian. She enjoys being active in her community, and is a sponsor of the Jacksonville Teenage Republicans and a member of the Technology Forum at Florida State College – Jacksonville. She and her family reside in Jacksonville Beach, FL.

For the past 18 years as Chief Operations Officer and President, **W. Kenneth Harper** has focused on the operations of the corporation, as well as Vendor Relations, Channel Compliance, and Technical Services. Prior to coming to TouchPoint, Ken's expertise as a commercial real estate appraiser and investor provides firm ground for financial and strategic planning, business growth planning, and process implementation. Ken is a graduate of University of North Florida with dual degrees in Real Estate and Finance. His community service includes sponsorship of the Tour de Cure for the Diabetes Foundation, as well as far-reaching sponsorships within local educational charities and institutions. Ken resides in Jacksonville Beach, FL.

As Controller, **Debra Moore** brings over 29 years of corporate accounting and human resource management experience to TouchPoint. She is a hands-on executive with extensive knowledge of accounting systems implementation, financial reporting, and development of financial and operations controls and policies in both retail and private sector arenas. Debra and her husband have lived in Jacksonville, Florida, for over 13 years.

Jim Soloway has led TouchPoint to exponential growth over the last 18 years as Vice President of Sales. Beginning as a Customer Service Representative in IT over 25 years ago, he rapidly advanced to Senior Technical Account Manager and then Sales Manager for Large Accounts for the Orlando region, where his office is located. Jim carries a Marketing degree from the University of Central Florida in Orlando, where he and his family reside.

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

TOUCHPOINT

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: June 16, 2003

Expiration Date: June 16, 2019

WBENC National Certification Number: 244567

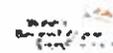
WBENC National WBE Certification was processed and validated by
Women's Business Development Center - Council of Florida, a WBENC Regional
Partner Organization.



Authorized by Nancy Allen, President & CEO
Women's Business Development Center - Council of Florida

NAICS: 518210, 519190, 541512, 541519

UNSPSC: 43211500, 43211501, 43211503, 43211506, 43211507, 43211508, 43211511, 43211513, 43211515, 43211521, 43222500, 43222502, 43222612,
43230000, 43231513, 44102902, 81111702, 81111801



State of Florida

Woman Business Certification

TouchPoint Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

07/24/2017 to 07/24/2019



Erin Rook, Secretary
Florida Department of Management Services



1.1. Ring Central Overview

RingCentral works with their customers to reimagine the world of business communications and collaboration. This relentless passion to innovation has made them the #1 cloud communications provider worldwide and they do not plan on stopping there.

Technology breaks down barriers and unlocks potential, making it easy for people to do their best work together. In today's mobile world, this means giving teams, partners, and customers the ability to communicate, collaborate, and connect the way they want on any device, anywhere, anytime. It is what they call collaborative communications, and is at the heart of everything RingCentral does.

RingCentral is the #1 Cloud-Based business phone system trusted by over 350,000 companies to provide high-quality business VoIP services. We are the fastest growing company in the industry and have held an A+ rating with the Better Business Bureau for the past 9 years. As the largest hosted-VoIP provider, RingCentral handles over 4 billion minutes of voice traffic annually.

RingCentral is the only UCaaS provider to have leadership or top rank recognition by four major analyst firms:

- Gartner has placed RingCentral as a Magic Quadrant Leader for the past four years running, 2015, 2016, 2017 and 2018.
- Frost & Sullivan has named RingCentral Company of the Year in Hosted IP Telephony and UCaaS, 2016, 2017 & 2018
- IHS Markit has placed RingCentral as a Leader in the 2017 North American UCaaS Scorecard Report
- Aragon has placed RingCentral as a Leader in The Aragon Research Globe for Unified Communications and Collaboration, 2017



A full listing of RingCentral awards and recognition is available at:

<https://www.ringcentral.com/whyringcentral/awards.html>.

RingCentral's recognition for these above awards are a result of our world-class Network Operations Center (NOC) which is monitored 24x7 by highly skilled engineers. Maintaining a 24x7 world-class NOC is an investment not found amongst all cloud-based business phone systems, but we consider it to be crucial in delivering the utmost in voice quality and reliability.

RingCentral is a global and publicly traded company. If you would like additional information regarding the structure of our organization as well as a partial breakdown of our personnel, please see our public SEC filings here:

<http://ir.ringcentral.com/CorporateProfile.aspx?iid=4406983>

2. Qualifications and Previous Implementations for Cities in FL

2.1. Experience

RingCentral Experience

RingCentral is a global leader in the industry with many references. We have 30,000+ RingCentral customers in the Florida market today. To protect our references, we ask to hold these until we move toward the final stages of our conversations. Once you have reviewed our product/solution and would like to move forward, we will gladly share 5 references of RingCentral. You may refer to: <https://www.ringcentral.com/whyringcentral/casestudies.html> which lists Case Studies and Customer Testimonials for reference. Thank you for your understanding.

2.2. Previous Implementation in FL

RFP Text:

3. MINIMUM QUALIFICATIONS

Firms must have a minimum of five (5) years of demonstrated experience in the successful implementation and support of Hosted VOIP systems, including cities in the State of Florida.

Response:

RingCentral has been successfully serving our customers for 10+ years. We currently have 30,000+ customers in the state of Florida alone.

Some examples: City of Dania Beach, FL, RE/MAX, Orange Theory Fitness, PGA, Tampa Bay Buccaneers, United Way of Miami-Dade, Dycom Industries, Dekalb County, GA, Duplin County, NC, City of Williamsburg, VA, City of Sonoma, CA, City of Los Altos, CA, Orange County, CA

TouchPoint's most recent RingCentral implementation is for Red Lobster in Orlando, FL. We are currently implementing 4 lines per 705 restaurant locations.

3. Project Approach, Including Timeline

Approach to the City of Jacksonville Beach Deployment

Change can be challenging, and moving your phone system to a new platform is a significant change. It is critical that your solution provider has defined, comprehensive and proven processes for delivering successful implementations, with minimal disruption to your business.

RingCentral Professional Services helps you optimize your investment in RingCentral. Through our portfolio of services, RingCentral Professional Services enables you to reduce infrastructure costs while establishing a framework to drive employee efficiency and accelerate business performance. Refer Sample SOW for details.

Following are the broad steps:

Introductory Meeting

At the introductory meeting, we introduce your team to your RingCentral Implementation Success Team, discuss your project at a high level and set expectations with respect to project lifecycle, implementation plan, and schedule discovery and design calls.

System Discovery, Planning & Design

The RingCentral Professional Services Advisor conducts a comprehensive analysis of your telephony requirements, to understand your processes and needs, for example, unique call routing, remote employee scenarios.

As part of this exercise, we discover and document the following:

- Goals for your new phone system
- Current phone system—current PBX and its features, types of phones, mobile phones, networks, so we can help you consolidate and simplify systems
- Number of current locations
- Current configuration and approach for connecting locations, mobile workers, and remote workers into a single integrated system
- Requirements for mobile and distributed employees and consultants
- Requirements for your auto-attendant, call groups, and call flows
- Network requirements

- Timeline and rollout approach - phased rollout or one-time deployment

* Much of this work has begun when TouchPoint and RingCentral performed a Proof of Concept previous to the RFP.

The RingCentral team then prepares a Project Plan which is approved by the Client. This plan defines the services and deliverables, expectations and processes, and RingCentral and Client responsibilities towards a successful implementation. This document reduces uncertainty and transition risks, by providing you a clear blueprint and road map, with clear lines of communication and expectations on both sides.

To ensure the highest quality of service, the RingCentral team provides your IT department with all necessary information regarding Internet connectivity, capacity, and VoIP quality (QoS).

Project Management, Deployment and Training

Project Management

Our Professional Services consultants are experts in the communications industry, with deep cloud technology-domain knowledge. They are adept at proposing breakthrough recommendations most applicable to your situation. They will be with you every step of the way, to ensure a smooth transition with zero downtime.

From a Project Management perspective, we will focus on the following:

- Project Plan & Timelines
- User Profiles
- Call Handling
- Maintain Project Scope
- Number Porting
- Call Groups
- Auto-Receptionist and IVR Menus
- Mobile App

Deployment

The RingCentral implementation process addresses every aspect of a successful deployment to keep the migration on track. This is no cookie-cutter template: We customize the implementation to your specific business needs and your timeline.

Broad Deployment Steps are:

- **Deploy Desk Phones**
- **Manage Number Transfer**
- **Go-Live**

RingCentral deploys the new system congruently with existing systems to eliminate service disruption, allowing both systems to operate side by side. Once deployed, systems are scrutinized and tested. Once testing is completed, all administrators, IT staff, and users are trained, the number porting process can begin.

There are different stages in the process that can be viewed as Go Live, depending on whether we are viewing this as phone number porting day or the day we are putting new phones on desks.

Training

RingCentral offers comprehensive training that includes both “train the trainer” as well as “end user” training.

RingCentral Implementation Advisor impart introductory training to phone-system Admins to familiarize them with the main features of the phone system, including the online process for:

- **Adding, moving, and deleting user accounts**
- **Organizing groups and departments**
- **Managing company greetings, screening, and hold music**
- **Call-handling and forwarding**
- **Voicemail settings**

Over the course of the deployment, users receive training for managing their own systems, including their personal greetings, hold music, call forwarding, and call screening. In our experience, users welcome the chance to manage their own settings through easy-to-use Web forms from their desktop computers or even their smartphones.

The SOW once final, detail training locations, hours and other relevant information.

Users also learn about the many included communication and collaboration capabilities that are part of the RingCentral system, such as audio conferencing, HD video meetings, business SMS, faxing, Glip, call handling, and more.

Voice of the Customer Program

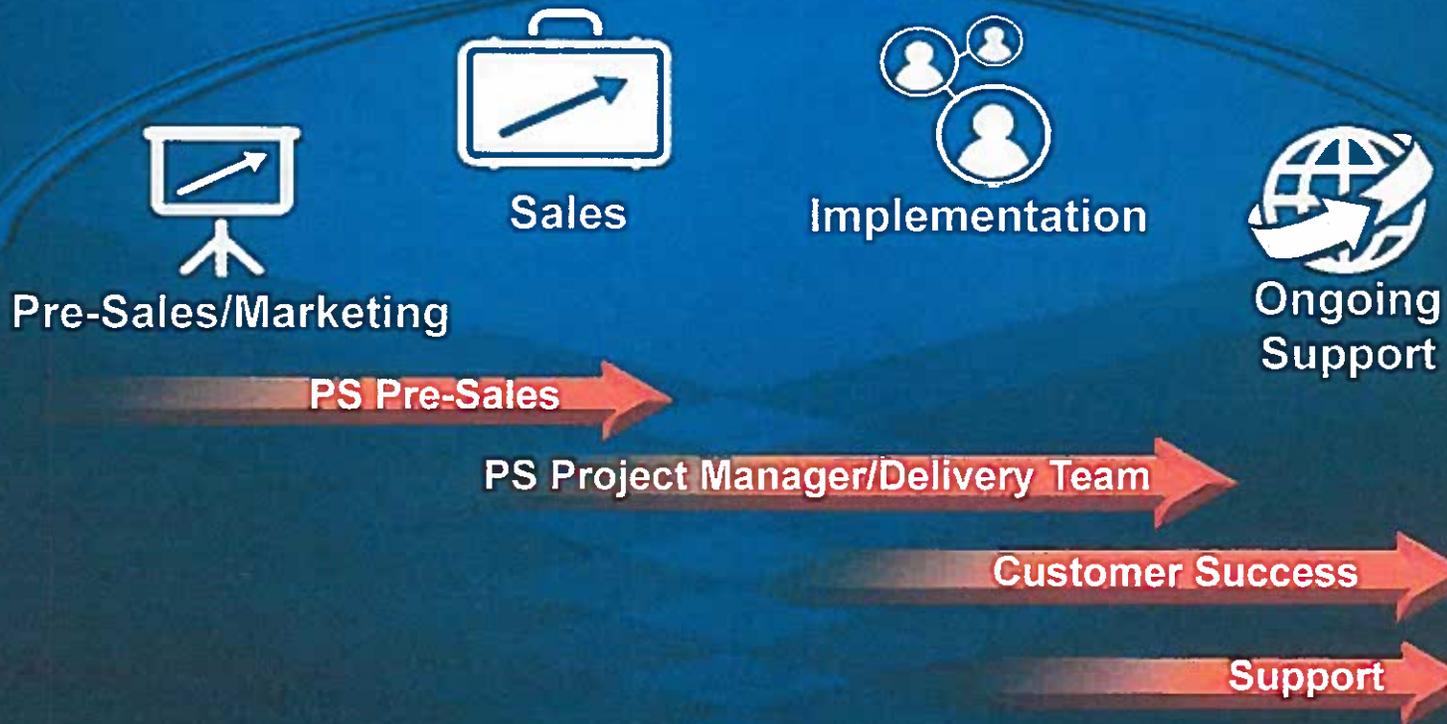
RingCentral is dedicated to delivering a world-class experience to our customers, and your feedback is critical to that end. From time to time, you may receive short surveys to provide feedback about your Sales and Support interactions. We also conduct three-month and bi-yearly customer experience surveys to ensure that we are meeting your expectations. Your candid response about our products and services are used to ensure we are meeting your business needs. We are committed to investing in improvements that positively impact the customer experience. Rest assured, your feedback is heard and valued at RingCentral.

RingCentral Professional Services Delivery Review

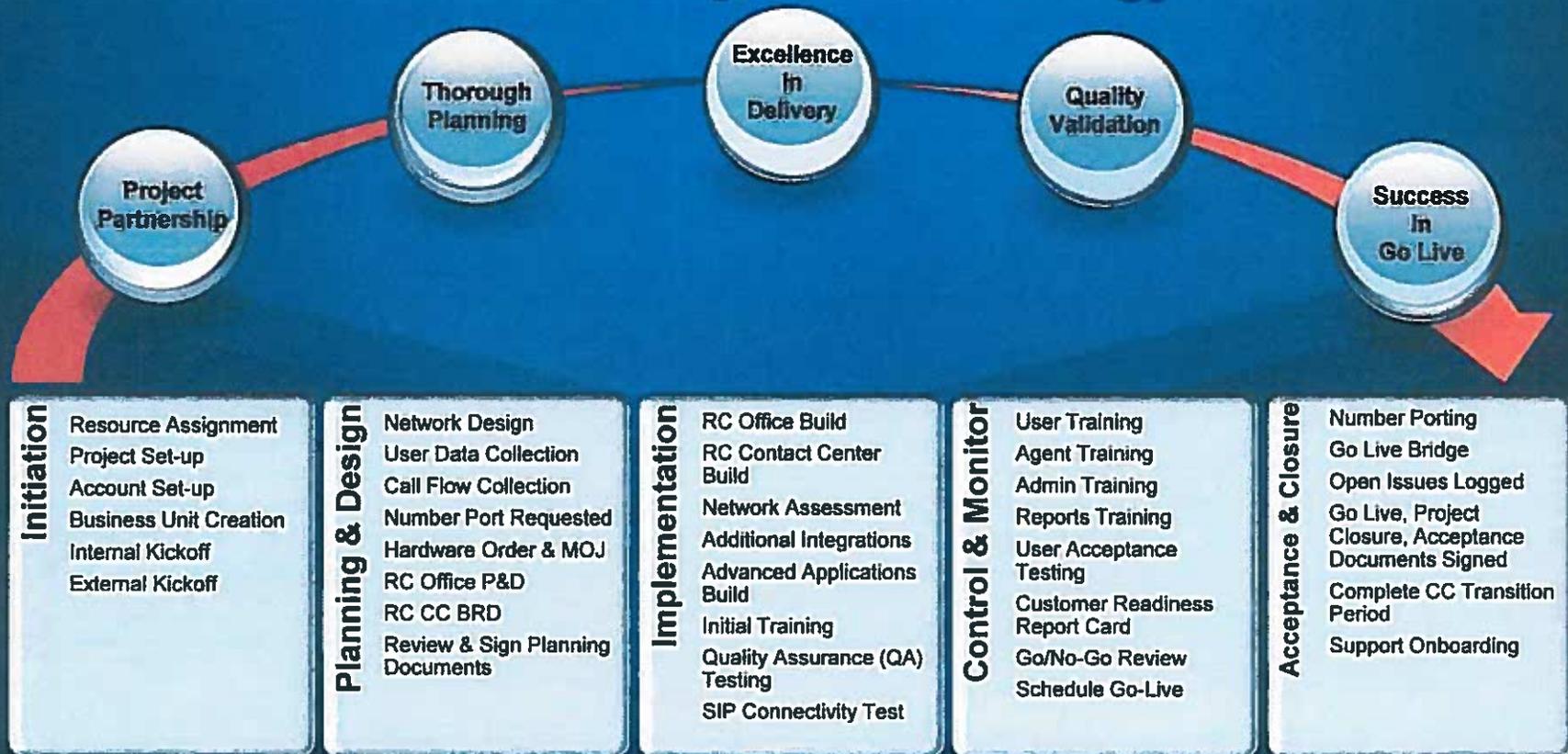
Expectations, Process & Transition to Continued Support

RingCentral

Service Engagement Model



Professional Services Project Methodology



High Level Milestone Schedule

Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Project Initiation																
SOW and Contract Signed																
BU Created																
Internal Project Kickoff																
External Project Kickoff																
Resources Scheduled																
Project Planning & Design																
Network Design and Testing																
Review Number Porting Requirements (as applicable)																
Complete Planning and Design (P&D)																
Complete User Upload Document																
Complete Call Routing Review																
Complete and Sign UC Business Requirement Document (BRD)																
Project Implementation																
Complete and Verify Network Design																
Complete RC Office Account Design																
Complete User Upload (all locations)																
Build Call Flow																
Set Greetings																
Export IVR																
Set User Templates																
Control Build																
Complete Interoperability / Quality Assurance Testing																
Project Number Transfer (Porting)																
Complete LOA Documentation																
Submit Porting Requests																
Firm Order Commit Received from Carrier																
Confirm Porting Completion																
Project Control & Monitor																
Admin (UC) Training																
End User Training																
Customer User Acceptance Testing																
Go / No-Go Call																
Project Go Live & Acceptance																
On Site Resources Arrive (as scoped)																
Inventory Phones (as applicable)																
Cutover																
First Day of Business																
Handoff to Support																
Project Closure																

4. System and Equipment Features

RingCentral phone system and equipment features follow.

Available Phone Numbers

Give your company a local presence, make it easy for customers to contact you, and increase brand recognition with a variety of phone number options to service your phone system:

- **Directory listings** increase your company's visibility with free publication of your business details in local and national directories.
- **Local numbers** – Establish a local presence by choosing from more than 200 available area codes. Director customer calls to a single number, or take advantage of all the features that a cloud-based business phone system has to offer.
- **Toll-free numbers** – A toll-free number gives your business instant credibility and provides your customers with easy access to your company. Choose from 800, 888, 877, 866, 855 or toll-free vanity numbers.

Cloud PBX

The cloud phone solution for your business revolutionizes your phone system administration, call management, and user and caller experience with multiple business features—all at a fraction of the cost of outdated PBX hardware and offers the following:

- Hosted PBX Service
- Auto-Receptionist
- Multi-level IVR
- Role-based access control
- User templates
- Call reports
- Audit Trail
- Music on hold
- Extensions
- Dial-by-name directory
- Call monitoring
- Single Sign-on
- RingCentral Global Office
- Hot desking

Call Management

Customize your business phone service settings and automated system so your callers have a pleasant and productive experience contacting you. Ensure you don't miss and that your team has the most advanced features at their command, including:

- Answering rules
- Call forwarding
- Automatic call recording
- Presence
- Call Flip
- Call Park
- Call screening
- Shared lines
- Intercom
- Paging
- Call logs
- Message alerts

- Missed-call notifications

Collaboration

Collaboration empowers the modern workplace to hold conversations, share files, manage projects, and communicate around the world more productively – as part of your complete cloud communications solution.

Team Collaboration

Glip makes team collaboration better, faster, and more productive. Gone are the days when you walk away from your desk only to come back to an email thread from multiple team members'. Gone are the many hours spent searching your email inbox for a file attached to an email. And then there are the countless times you spent looking for contact information.

Chat in real-time anytime, anywhere from any device. Connect with individuals, create teams, bring remote workers together, or build relationships with customers without running up a high bill. Getting work done together has never been this easy, fast, or free. Glip offers team messaging and collaboration that works the way you do with video, file sharing, tasks, and more, including:

- **Real time file sharing.** Instantly share by posting links and files directly in Glip or by sharing your screen during a video call. Open files and add comments to provide on the spot feedback while keeping everything organized, accessible, and visible.
- **One place for task management.** Create teams based on projects, themes or departments, and make assigning and managing tasks a walk in the park. When teams are on the same page and schedule, you're well on your way to going above and beyond your goals.
- **Video meetings are a click away.** Sometimes it's easier to meet face to face to discuss a project, resolve an issue, or seal the deal. For those times, Glip conveniently offers free, built-in one click dialing capabilities for video calls and meetings. Now there's no need to jump between apps or systems to get the job done right.
- **Glip plays well with your favorite apps.** Integrate Glip with other popular solutions such as Google Drive, Box, and JIRA. No matter what you do, everyone from developers to project managers through to marketers and customer support executives can use and optimize the apps that are vital to their roles and everyday productivity.

Conferencing + Meetings

Increase your team collaboration and business efficiency, while you reduce travel expenses. Discover the benefits of stronger customer engagement and lead generation with an all-inclusive audio and video conferencing solution.

- **Screen share for advanced productivity.** Share screens, presentations, whiteboards, and files in local or cloud storage such as Box and Dropbox™. Meetings can hold up to 500 people, and anyone attending can share content and join annotation, which boosts productivity during your conferences.
- **Video conference around the world.** Hold high-definition video meetings using your computer, smartphone, and tablet. Meet with your colleagues, customers, and clients in

real time. Save on travel expenses by making video calls and collaborate anytime, anywhere.

- **Empower your conference spaces for meetings.** RingCentral Rooms™ is a seamless extension of RingCentral Meetings™ to make every meeting space HD video-enabled without the costly on-premises telepresence equipment. Already have proprietary telepresence devices? RingCentral lets you easily connect any legacy H.323/SIP endpoints to RingCentral Meetings to maximize your investment.
- **There's never a wait to hold audio conferences.** Audio conferencing with a single, dedicated bridge dial-in delivers universal access, and you can hold unlimited conferences with up to 1,000 participants. Local dial-ins are available, so you can stay connected with anyone around the world.
- **Host dynamic and impactful webinars with global audiences.** RingCentral Webinar™ extends the reach of RingCentral Meetings, so you can hold customer webinars, global trainings, sales presentations, and product showcases with up to 10,000 attendees and 500 presenters. Easily create and customize events to connect with and engage your audiences on any device. Measure your success and gain valuable insights with post-event reporting data.

Voicemail and Greetings

Create and modify voicemail inboxes and greetings for large and small businesses with ease. Access your voicemails with the latest tools for receiving messages in the format of your choice.

- **Voicemail** – RingCentral voicemail ensures that you never miss an important message. Access your voicemail anywhere, anytime from your online account, mobile app or desktop apps. Receive notifications via email and SMS, or read the voicemail transcription directly from the RingCentral apps.
- **Voicemail-to-email** – Voicemail-to-email enables you to receive voicemail messages in emails and listen to them on the go.
- **Visual Voicemail** – Visual voicemail allows you to easily manage voicemails in your online account, on your PC or Mac, and even on your mobile device with the RingCentral phone app.
- **Greetings** – Use greetings to establish your brand and enhance the City's image.

Business SMS and MMS

Now you can send and receive text and multimedia messages from your business number. Maintain your professional identity with business contacts on your smartphone, tablet, and computer:

- **Unlimited texts** – No need to use your personal number for texts. RingCentral offers the industry's first professional text solution. Send messages from your business phone number to colleagues, clients and departments.
- **Mobile devices** – Use the RingCentral mobile app for iPhone, Apple Watch, and Android to mobilize your company phone system. Use one business number for voice, fax, and text.

Integration

Integrating your cloud system communications with the apps you rely on most brings your business to a new level of connectivity and productivity, including integrations with the following:

- Box
- Desk.com
- Dropbox
- Microsoft
- Okta
- Oracle Sales Cloud
- Salesforce
- ServiceNow
- Zendesk

Internet Fax

Internet fax as a business service allows you to send and receive faxes from multiple sources with advanced updates and logs.

Send and receive faxes from your computer, mobile device, Microsoft Office, cloud storage providers (such as Dropbox), and more.

Mobility

Your cloud-based office phone system is ready to travel on your mobile devices of choice, including your laptops and cell phone. Work where you want and how you want with convenient smartphone features that put your business in the palm of your hand.

RingCentral for iOS

With the RingCentral mobile app on your iPhone or iPad, enjoy your freedom and take your phone system with you, with advanced features such as HD call, Business SMS and MMS, fax, conferencing, online meetings, and team collaboration. Never miss an important message. Get instant message and incoming call notifications and respond right from your Apple Watch.

Ring Central for Android

With the RingCentral mobile app on your Android device, enjoy your freedom and take your phone system with you with advanced features such as the industry's first Business SMS and MMS, HD voice, fax, conference calling, online meetings, and smart team collaboration.

FORM 1: PROPOSAL TENDER FORM (Page 1 of 4)

RFP NUMBER: 08-1718
 RFP DATE: October 17, 2018
 TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA
 FROM: TouchPoint + RingCentral

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's Fee Proposal.

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the *Proposal Tender Form* must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work for **VOIP PHONE SOLUTION** for the City of Jacksonville Beach, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the respondent's Proposal, thereof, the undersigned hereby submits the **Proposal Tender Form** for the **VOIP PHONE SOLUTION** as follows:

VOIP Phone Solution - Cost Proposal

Year	Description of Fee(s)	Startup Costs	Monthly Costs	Annual Costs	Total Costs
1	RingCentral platform w/ CC and fees		\$12,583.27		\$150,999.24
1	Implementation and training for RingCentral Office and Contact Center**				
1	**Estimate for remote implementation. Can provide on-site cost	\$30,000**			\$30,000**
2	RingCentral platform w/ CC and fees		\$12,583.27		\$150,999.24
2					
3	RingCentral platform w/ CC and fees		\$12,583.27		\$150,999.24
3					
4	RingCentral platform w/ CC and fees		\$12,583.27		\$150,999.24
4					
5	RingCentral platform w/ CC and fees		\$12,583.27		\$150,999.24
5					
Total Years 1-5					\$784,996.20

FORM 1: PROPOSAL TENDER FORM (Page 2 of 4)

Year	Description of Fee(s)	Startup Costs	Monthly Costs	Annual Costs	Total Costs
6	RingCentral platform w/ CC and fees		\$12,583.27		\$150,999.24
6					
7	RingCentral platform w/ CC and fees		\$12,583.27		\$150,999.24
7					
8	RingCentral platform w/ CC and fees		\$12,583.27		\$150,999.24
8					
9	RingCentral platform w/ CC and fees		\$12,583.27		\$150,999.24
9					
10	RingCentral platform w/ CC and fees		\$12,583.27		\$150,999.24
10					
Total Years 6-10					\$ 754,996.20

Equipment Description and Features	Per Unit Costs
Yealink T42S - Purchase option	\$99.73
Yealink T46S - Purchase option	\$129.73
Polycom IP6000 (Conference room) - Purchase option	\$599.00
Yealink T42S - Rental option - per month	\$4.50
Yealink T46S - Rental option - per month	\$7.00
Polycom IP6000 (Conference room) - Rental option - per month	\$20.00

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 90 days after the opening of proposals.

* Remote implementation is quoted but on-site implementation is also an option.
On-site implementation is approximately \$45,000.00



RingCentral Office: *Phone Pricing*

DESCRIPTION	QUANTITY	PRICE	
Purchase price for phones (one time cost)			
Yealink T42S	1	\$189.00 - \$99.73	
Yealink T46S	1	\$249.00 - \$129.73	
Polycom IP6000 (Conference room phone)	1	\$749.00 - \$599.00	
Rental price for phones (per month)			
Yealink T42S	1	\$9.00 - \$4.50	
Yealink T46S	1	\$14.00 - \$7.00	
Polycom IP6000 (Conference room phone)	1	\$49.00 - \$20.00	

5. Warranties, Service Level Agreements, Liquidated Damages Warranties

With RingCentral, no separate and exclusive maintenance options, support, or contracts are needed. The hardware (telephones) includes a 1-year manufacturer warranty.

Regarding defective parts, Manufacturer warranty are extended to the phones purchased from RingCentral.

RingCentral can work with nearly any open SIP device. We include a 1-year warranty on all phones and will support the phones we sell for the life of the account with our 24x7x365 support department. We are a 100% cloud hosted solution so all updates are managed by RingCentral. Additionally, RingCentral will provide videos, start guides, reference guides, all supported by our customer care center during and post implementation.

Software is supported for the life of the subscription.

SERVICE LEVEL AGREEMENT FOR OFFICE SERVICES

This Service Level Agreement for Office Services (the "Office SLA") is a part of the Master Services Agreement (the "Agreement") that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for Voice Services, solely for Office Services.

7. Overview

RingCentral will maintain the Quality of Service for Voice Services at the performance levels as defined below:

	Performance Level
Service Availability (Monthly Calculation)	99.999%
Maximum Service Credit (Monthly)	30% of MRC
Quality of Voice Service (Monthly Calculation)	3.8 MOS Score

8. Minimum Eligibility

Customer is entitled to the benefits of this Office SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the Office Service Attachment with a minimum twelve (12) month Initial Term and twelve (12) month Renewal Term. This Office SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

9. Service Delivery Commitments

a. Calculation of Service Availability.

Service Availability = $[1 - ((\text{number of minutes of Down Time} \times \text{number of impacted users}) / (\text{total number users} \times \text{total number of minutes in a calendar month})) \times 100]$

Availability shall be rounded to nearest thousandth of a percent in determining the applicable credit. Service Credits for Down Time will not exceed 30% MRC.

- b. **Calculation of Service Credits.** Customer is entitled to Service Credits according to the following table:

Service Availability	Service Credits
≥ 99.999	0% MRC
≥ 99.500 and < 99.999%	5% MRC
≥ 99.000 and < 99.500%	10% MRC
≥ 95.000 and < 99.000%	20% MRC
< 95.000%	30% MRC

- c. **Qualifying for Service Credits.** Service Credits for Down Time will accrue only to the extent:
- Down Time exceeds 1 minute;
 - Customer reports the occurrence of Down Time to RingCentral Customer Service by opening a Support Case within twenty-four (24) hours of the beginning of the applicable Down Time period and in accordance with RingCentral's published customer service procedures;
 - Customer submits a written request for Service Credits to RingCentral Customer Service within ten (10) business days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case;
 - RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network; and
 - Customer is not in material breach of the Agreement, including its payments obligations.
- d. **Finality of Decisions.** Credits may be issued in RingCentral's sole reasonable discretion, and will expire at the expiration or termination of the Agreement.

10. Quality of Service Commitments

- Quality of Service Targets.** RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public WiFi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.
- Quality of Service Report:** Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) business days.
- Diagnostic Investigation:** If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.

- d. **Diagnostic Remediation.** Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

11. Chronic Service Failures

- a) **Service Availability:** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services during any three (3) calendar Months in any continuous 6-Month period, and customer has timely reported Down Time as set forth herein.
- b) **Quality of Service:** Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet the Minimum MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within four (4) months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
- c) To exercise its termination right under this Office SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

12. Sole Remedy

The remedies available pursuant to this SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this SLA. For the avoidance of doubt, this clause does not bar or otherwise limit the remedies Customer may otherwise have for RingCentral's breach of the Agreement, subject to the limitations therein.

13. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- a) "**Down Time**" is an unscheduled period during which the Voice Services for RingCentral Office on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.
- b) "**MOS**" means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the Voice Services.

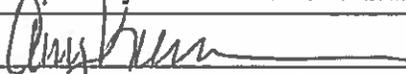
- c) **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for Office Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than Office Services.
- d) **"Quality of Service Report"** means a technical report provided by RingCentral, detailing MOS and related technical information.
- e) **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, private IP networks, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN).
- f) **"Service Availability"** is the time for which Voice Services for RingCentral Office are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth below.
- g) **"Service Credits"** means the amount that RingCentral will credit a Customer's account pursuant to this Office SLA.
- h) **"Site"** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.
- i) **"Support Case"** means an inquiry or incident reported by the Customer, through its helpdesk, to RingCentral's Customer Care department, by placing a telephone call as outlined at <http://success.ringcentral.com/RCContactSupp>.
- j) **"Territory"** means those countries in which Customers subscribes to RingCentral Office or Global Office Services.
- k) **"Voice Services"** means the audio portion of the Plan Services, across endpoints, including the Softphone, and IP desk phone.

FORM 1: PROPOSAL TENDER FORM (Page 3 of 4)

The respondent understands that the CITY reserves the right to: 1) reject all proposals and waive informalities, in whole or in part, in the proposals, and 2) to accept the proposal that in its judgment will best serve the interest of the CITY.

ADDENDA RECEIPT VERIFICATION			
Respondent shall acknowledge receipt of all addenda, if any, to the Request for Proposals, by filling in Addenda Numbers and dates below.			
Addendum #:	<u>1</u>	Dated:	<u>9/21/18</u>
Addendum #:	<u>2</u>	Dated:	<u>9/25/18</u>
Addendum #:	<u>3</u>	Dated:	<u>10/10/18</u>
Addendum #:	___	Dated:	___

PROPOSAL DOCUMENT TURN-IN CHECKLIST		
The following documents are to be completed, signed and submitted as part of the Proposal Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.		
INITIAL Check-Off	FORM	SECTION TITLE
<input checked="" type="checkbox"/>	1	<i>PROPOSAL TENDER FORM (Pages 15 thru 18)</i>
<input checked="" type="checkbox"/>	2	<i>RFP AWARD NOTICE FORM – Mandatory Cover Sheet (Page 19)</i>
<input checked="" type="checkbox"/>	3	<i>REQUIRED DISCLOSURE FORM (Page 20)</i>
<input checked="" type="checkbox"/>	4	<i>DRUG-FREE WORKPLACE COMPLIANCE FORM (Page 21)</i>
<input checked="" type="checkbox"/>	5	<i>NON-COLLUSION AFFIDAVIT (Page 22)</i>
<input checked="" type="checkbox"/>	6	<i>NON-BANKRUPTCY AFFIDAVIT (Page 23)</i>
<input checked="" type="checkbox"/>		<i>TAB 1 - Cover Letter</i>
<input checked="" type="checkbox"/>		<i>TAB 2 – Firm Introduction</i>
<input checked="" type="checkbox"/>		<i>TAB 3 - Qualifications and previous implementations for Cities in Florida</i>
<input checked="" type="checkbox"/>		<i>TAB 4 – Project approach including timeline</i>
<input checked="" type="checkbox"/>		<i>TAB 5 – System and equipment features</i>
<input checked="" type="checkbox"/>		<i>TAB 6 – Cost proposal</i>
<input checked="" type="checkbox"/>		<i>TAB 7 – Warranties, service level agreement, liquidated damages</i>
<input checked="" type="checkbox"/>		<i>TAB 8 – Other information</i>
NOTE: Please INITIAL Check-Off of each document / activity / requirement that is attached to the Proposal Tender Form and/or is required by the RFP and/or Addenda.		

By: 
Signature of Authorized Submitter

Account Manager
Title (typed or neatly printed)

SUBMITTED BY: Amy Kiernan
Typed/Printed Name of Authorized Submitter

DATE: 10/15/18

FORM 1: PROPOSAL TENDER FORM (Page 4 of 4)

COMPANY NAME: TouchPoint Inc

ADDRESS: 10199 Southside Blvd Ste. 203

CITY, STATE & ZIP CODE: Jacksonville, FL 32256

TELEPHONE NUMBER: 904-519-9933

(If Corporation, President, Secretary and Treasurer identification)

PRESIDENT: W. Kenneth Harper

SECRETARY: Lisa B. Harper

TREASURER: W. Kenneth Harper

SEAL: (if Proposal is by a Corporation.)

FORM 2

RFP AWARD NOTICE FORM

City of Jacksonville Beach

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

Mandatory Cover Sheet

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

- 1. Company Name: TouchPoint INC
- 2. Address Name: 10199 Southside Blvd. Ste. 203
- 3. City, State and Zip: Jacksonville, FL 32256
- 4. Attention: Amy Kiernan
- 5. Phone: 904-874-1858 Fax: 904-519-9988
- 6. E-mail address: akiernan@touchpoint-inc.com

PLEASE PRINT CLEARLY

 ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Proposals were received and evaluated, and the following recommendation will be presented to the City Council for award of RFP No. 08-1718 per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the respondent or proposer of the RFP Award Notice from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

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

Thank you for your proposal.

Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores

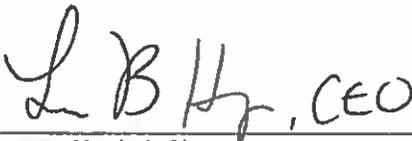
FORM 4

DRUG-FREE WORKPLACE COMPLIANCE FORM

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

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

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


Vendor's Signature

(Word/Drug Free)

FORM 5

NON-COLLUSION AFFIDAVIT

Lisa B Harper, being first duly sworn deposes and says that:

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

By: Lisa B Harper, CEO

Sworn and subscribed to before me this 15th day of October,

2018, in the State of Florida, County of

Duval
Debra Lee Moore Notary Public

My Commission Expires: 03/06/21

DEBRA LEE MOORE
Notary Public, State of Florida
My Comm. Expires 03/06/2021
Commission No. GG65304

FORM 6

NON-BANKRUPTCY AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF DUVAL)

LISA B HARPER, CEO is an officer and member of the firm
of Touch Point, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in RFP #: 08-1718.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Lisa B Harper, CEO
Affiant Signature

Sworn to before me this 15th day of October, 20 18 by Lisa B. Harper
(Name of affiant)

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

Debra Lee Moore
Signature of Notary

Debra Lee Moore
Notary's Printed Name

03/06/21
Expiration of Notary's Commission

Affix Seal Here:



Amy Kiernan
Account Manager
10199 Southside Blvd.
Suite 203
Jacksonville, FL 32256

Office: 904/519-9933
Cell: 904/874-1858
Email: akiernan@touchpoint-inc.com



City of Jacksonville Beach

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

Receipt for RFP/Bid/RFQ

Circle one

RFP / Bid / RFQ number: 08-1718

Initials of receiver: LD

Respondent: Touch Point

Date/time received:

OCT 17 10 10:55 AM

September 23, 2019

To whom it may concern:

For the "VOIP Phone Solution" RFP with RFP Number 08-1718 issued on 09/19/2018 for City of Jacksonville Beach, FL, RingCentral will honor the proposed pricing included in the winning bid if the contract is executed on or before October 25, 2019.

Thank you.



Marc Lambert



RingCentral

RingCentral

RingCentral.com
20 Davis Drive
Belmont, CA 94002

888-528-7464



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

MEMORANDUM

TO: Mike Staffopoulos, City Manager
FROM: Bill Mann, Planning and Development Director
SUBJECT: ChargePoint – Master Services and Subscription Agreement
DATE: September 24, 2019

ACTION REQUESTED

Authorize the City Manager to sign an Agreement with ChargePoint, Inc., for services to support two Level 2 Plug-in Electric Vehicle Charging stations installed in downtown area public parking lots.

BACKGROUND

To promote Plug-in Electric Vehicle (PEV) adoption and usage in Northeast Florida, the North Florida Transportation Planning Organization (TPO) is establishing a region-wide PEV charging station network. Under Phase 1 of this effort, 25 stations were installed within the Jacksonville Electric Authority's service area. Under Phase 2, over 30 additional stations were deployed at the beaches and in Clay, Nassau, and St. Johns Counties. Attached is a description of the TPOs overall Charging Network program, which also includes two pages of "Frequently asked Questions" regarding electric vehicles and charging stations.

Jacksonville Beach was the recipient of two of the ChargePoint Level 2 charging stations through a grant program administered by the TPO, and they have now both been installed in downtown locations, at no cost to the City. One is installed at the new public parking lot on the west side of 2nd Street between 3rd and 4th Avenues North, and the other one is installed in the Pier public parking lot. Each station can charge two PEVs simultaneously.

Upon approval by the City of the attached Master Services and Subscription Agreement with ChargePoint, these two stations will become part of the Chargewell network brand that provides PEV drivers with reliable infrastructure to recharge and continue driving their PEVs to their destination. Payments will be made at each charging station via either a credit card transaction or a network branded charge pass card.



MEMORANDUM
ChargePoint Agreement
September 24, 2019

Page 2 of 2

As part of the agreement with ChargePoint, the City will be limited for the first two years of operation of the stations to a maximum allowable charge of \$0.25/kWh per charging session. At the end of the first two years, that fee restriction is lifted, and the City would be responsible for paying the annual subscription fee to Chargepoint (\$560/year for each of the two stations). That subscription includes ongoing software support of the stations and advertising of their locations as part of the overall Chargewell network. Once the two stations are activated, Chargepoint will collect the fees from the customers and remit the appropriate revenues to the City monthly, less a 10% administrative fee.

The City currently operates one DC fast charge station (EVgo Services, LLC) in the Latham Plaza public parking lot. Providing two additional charging stations in different locations the downtown area will accommodate and encourage the use of electric vehicles in use in the City and within the region.

RECOMMENDATION

Authorize the City Manager to sign a Master Services and Subscription Agreement with Chargepoint, Inc., as described in the memorandum from the Planning and Development Director dated September 24, 2019.

NORTH Florida TPO

EV Charging Station Network Deployment Project Phase II

Executive Summary

To promote Plug-in Electric Vehicle (PEV) adoption in North Florida, the North Florida Transportation Planning Organization (TPO) with JEA’s assistance is establishing a PEV charging station network in the North Florida area using Congestion Mitigation Air Quality (CMAQ) funds. Under Phase I, 25 stations have been installed within the JEA boundary using CMAQ funding. Approximately \$450,000 is available to deploy stations at the beaches and in Clay, Nassau and St. Johns Counties. The project seeds the beginning of a charging station network that will address a major barrier to PEV adoption known as “range anxiety”; wherein vehicle buyers do not purchase PEVs because they fear being stranded without a charging station nearby.

PEV adoption provides the following community benefits:

- Environmental – PEVs are a cleaner alternative fuel source to gasoline even when air emission of the power generated to charge PEVs is considered¹. A cleaner fuel source means better air quality for the community.
- Economic – PEVs generally cost less to operate than gasoline powered vehicles and can result in significant savings that can be redirected to benefit the local economy.
- Energy Independence – PEVs represent less dependence on the import of foreign oil.

For Phase II site selections and application submittals begins February 2017 and will continue to March 17. Locations will be on government-owned land in accordance with the CMAQ funding requirements. Once the equipment and installation are procured, through the established process, installation should begin in mid-summer 2017 and be completed by April 2018 with approximately 30 to 40 charging stations deployed. Once deployed the charging stations will become part of the ChargeWell network brand that provides the PEV driver with reliable infrastructure to recharge and continue driving their PEV to their destination.

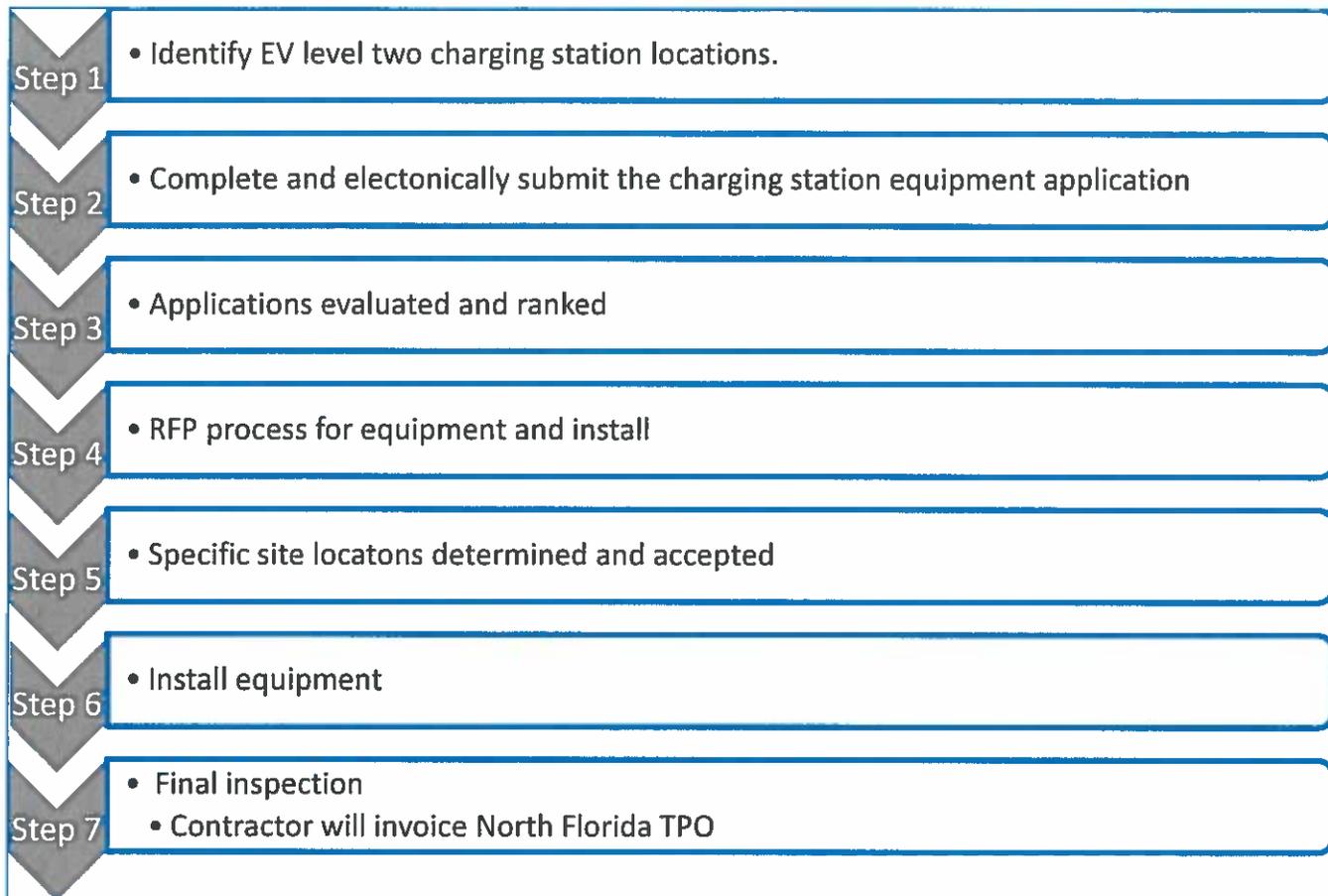
Estimated Timeline for 2017/2018

TASK	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	April 2018
Applications Submitted															
Site Locations Selected															
Procurement Process															
Site Installations															

Access to a network charging station will take place through either a credit card transaction or a network branded charge pass card. Vehicle charging station owners, as part of the network, will be restricted for the first two years to a maximum allowable charge of \$0.25/kWhⁱⁱ per charging session.

EV Charging Station Deployment Process

The application process intends to provide a maximum area-wide dispersion throughout the North Florida TPO Boundary and award as many installations as possible using the allocated CMAQ funds.



1. Applications will be prioritized by the following criteria:
 - a. Physical Location
 - i. Visibility
 - ii. Total public accessible hours/week
 - iii. Proximity to a power source
 - iv. Proximity to land uses that support using EV stations such as office space, restaurants, retail, and other attractions.
 - b. The applicant's plan to promote using the EV charging station(s)
2. The number of awards will depend on applications received up to a maximum amount allowable by available CMAQ funds.

FAQs

What is Range Anxiety? – This is the uncertainty felt because of limited battery range and limited charging station infrastructure to re-charge a battery before it fully discharges. Range anxiety is perceived as a barrier to wide adoption of electric vehicles.

What is ChargeWell?

ChargeWell is a branded network of electric vehicle charging stations developed by the North Florida TPO for the purpose of eliminating range anxiety and promoting wide adoption of electric vehicles.

Where is the funding for these EV charging stations coming from?

The funding is federal Congestion Mitigation and Air Quality (CMAQ) funds that the North Florida TPO receives.

How does public charging work?

An EV driver parks the vehicle in the designated parking space. The driver swipes either a card or QR code from phone (depending on owner's configuration) then connects the charging station lead to the electric vehicle by plugging in a standard connector found on all currently available EVs. When the charge is complete the driver unplugs the connector from the vehicle and then drives away.

What is the voltage of the charging station?

The charging stations are Level 2 stations (240 volts), which are capable of providing up to 7.2 kWh per hour of charging. This is the same voltage of a household clothes dryer, electric water heater or an electric range.

Is there any danger using a Level 2 charging station?

All charging station equipment meets national safety standards. Final inspection and accepting the charging station are contingent on passing required electrical inspection. Electric vehicles do not start charging until proper connection is made and the vehicle's on-board computer system confirms proper connection.

What type of connector to the vehicle is located on the charging station equipment?

The stations connect to electric vehicles using a special 5-prong plug called an SAE J1772. This standard meets all national safety standards.

Are these charging stations considered a "fast charger"?

No. Level 2 charging stations are not considered "fast chargers". While Level 2 stations charge at a faster rate than plugging an EV into a standard wall outlet, a "fast charger" is a different type of equipment that has higher electrical requirements.

How long does it take to completely recharge an electric vehicle at a Level 2 station?

The amount of time to recharge depends on the vehicle battery size and the amount of charge remaining in the battery. Most plug-in electric vehicles range from 1.5 hours to 8.0 hours for a complete recharge for an empty battery at a Level 2 station.

How far can a plug-in electric vehicle travel from one hour of charging at a Level 2 station?

This distance will vary by each model of plug-in vehicle, but a user can expect to get enough charge to travel between 10 to 25 miles from one hour of Level 2 charging.

Who provides the electricity for the stations?

The electricity consumed by the charging station will be provided by the utility account holder at location the charging station is installed.

What is the electricity cost to operate a charging station per hour?

The amount of electricity consumed in one hour at the equipment's maximum rated 7.2 kWh is less than one dollar.

Can a charging station recipient charge more than the utility rate for electricity?

FL Statute 366.94 Allows EV charging stations owners to resell electricity through an electric vehicle charging station. However, a requirement of this program is that the charging station recipients not charge more than \$0.25/kWh for at least a two year period.

What costs will a charging station equipment recipient be required to pay after the initial two years?

The station recipients will continue to be responsible for the cost of the electricity consumed from the charging station equipment and annual network provider fees.

¹ Based on JEA's 2013 generation mix, charging a PEV would be 14% to 50% reduction in CO2 when compared to EPA average mileage gasoline vehicle.

² Florida State statute 366.94 allows for resale of electricity via electric vehicle charging station

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT (“SUBSCRIBER”) AND CHARGEPOINT, INC., A DELAWARE CORPORATION (“CPI”). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

- (a) Provisioning of Subscriber’s Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the ChargePoint Services on Subscriber’s Charging Station(s), if any;
- (c) Subscriber’s use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI Privacy Policy, as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 “APIs” means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 “ChargePoint Connections” shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 **“ChargePoint®”** means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 **“ChargePoint Services”** means, collectively, the various cloud services offerings (including, without limitation, APIs and application service plans) made available for subscription by CPI.

2.6 **“ChargePoint Application”** means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 **“Charging Station”** means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 **“Content”** means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 **“CPI Marks”** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 **“CPI Property”** means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 **“Documentation”** means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 **“Effective Date”** means the earlier of (a) the date that Subscriber electronically accepts this Agreement, or (b) the date of Subscriber’s first use of the ChargePoint Services.

2.13 **“Intellectual Property Rights”** means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 **“Malicious Code”** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 **“Party”** means each of CPI and Subscriber.

2.16 **“PII”** means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 **“Provisioning”** means activating Charging Stations, warranties and Service Plans on ChargePoint

2.18 **“Rights”** means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection

with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 "Service Plan(s)" means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.20 "Subscriber" means _____.

2.21 "Subscriber Content and Services" means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.22 "Subscriber Marks" means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.23 "Subscription Fees" means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.24 "Taxes" shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.25 "Token(s)" means the serialized proof of purchase of a Service Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

2.26 "User" means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & SERVICE PLANS. A description of the various ChargePoint Services and Service Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Service Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Service Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Service Plan and not on actual usage of the Subscription.

4. CPI'S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

4.2 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the

total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network; (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Fees payable to CPI do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber's Service Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) **NO REGISTRATION OF CPI MARKS.** Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) **TERMINATION AND CESSATION OF USE OF CPI MARKS.** Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any "next generation" services)

by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI's aggregate liability under this Agreement shall not exceed aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH USE, FAILURE TO USE, OR INABILITY TO USE THE WIRELESS SERVICES EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILITY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Service Plans.

9.2 SERVICE PLAN TERM. Each Service Plan acquired by Subscriber shall commence as follows: Each Service Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Renewals of Service Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Service Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon

CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, or (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Service Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. In no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Service Plan term in which the termination occurs or any prior Service Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION. Subscriber hereby agrees to indemnify, defend and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of Subscriber's actual or alleged use (directly, or through a grantee of Rights by Subscriber) of the ChargePoint Services, ChargePoint or Subscriber Content and Services. Subscriber will cooperate as fully as reasonably required in the defense of any claim. CPI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Subscriber.

11. GENERAL.

11.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 ARBITRATION. This Agreement is to be construed according to the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any dispute arising from or relating to this Agreement shall be arbitrated in Santa Clara, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

11.5 NOTICE TO CALIFORNIA CUSTOMERS.

(a) California's Low Carbon Fuel Standard ("LCFS") was enacted to ensure that the mix of fuels sold by California oil refiners and distributors meets applicable greenhouse gas emissions targets. California has a statewide goal to reduce carbon intensity of transportation fuels by at least 10% by 2020.

(b) The ChargePoint Network can track the fueling of electric vehicles, which positively contributes to reducing California's carbon intensity. If applicable reporting requirements are met, LCFS credits are issued by the California Air Resources Board. An available LCFS credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the LCFS credits are only available to one party, meaning any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available LCFS credits generated from use of the Charging Stations, but will not claim any available LCFS credits that Subscriber intends to claim. If Subscriber intends to claim the LCFS credits, it must engage in the reporting and other administrative obligations necessary to generate such credits.

(c) Subscriber agrees that it will provide CPI with written notice of its intent to claim LCFS credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the LCFS credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim LCFS credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any LCFS credits. All notices shall be provided by email to CPI at lcfsnotification@chargepoint.com.

11.6 NOTICE TO OREGON CUSTOMERS

(a) Oregon's Clean Fuel Program ("OCFP") was created with the purpose of reducing greenhouse gas emissions in the transportation sector.

(b) The fueling of electric vehicles, and the operation of the ChargePoint Network,

contributes to reducing Oregon's greenhouse gas emissions and is eligible for OCFP credits, which are issued by the Oregon Department of Environmental Quality. By reporting the amount of electric vehicle fueling, ChargePoint is able to help Oregon track the growing use of electric vehicles in the state, for which ChargePoint will receive OCFP credits.

(c) An available OCFP credit may be claimed by certain owners and operators of electric vehicle charging stations, including both Subscriber and CPI. However, the OCFP credits are only available to one party. This means any available credits may be claimed by either Subscriber or CPI, but not by both. CPI intends to claim available OCFP credits generated from use of the Charging Stations, but will not claim any available OCFP credits that Subscriber intends to claim.

(d) Subscriber agrees that it will provide CPI with written notice of its intent to claim OCFP credits within ten (10) days of the date of the Effective Date. If Subscriber does not currently intend to claim the OCFP credits, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim OCFP credits generated thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any OCFP credits. All notices shall be provided by email to CPI at lcsnotification@chargepoint.com.

11.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

11.10 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

11.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Service Plan, the number of Charging Stations for which such Service Plan is ordered, the term of such Service Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

Subscriber:	ChargePoint, Inc.
Name: _____	Name: Jonathan Kaplan
Title: _____	Title: General Counsel
Date: _____	Date: _____
Address: _____	Address: 254 E. Hacienda Ave Campbell, CA 95008

EXHIBIT 1
FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Service Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).

1. **DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

1.1 **“CPI Fees”** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 **“Net Session Fees”** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

1.3 **“Session” or “Charging Session”** means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 **“Session Fees”** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. **FLEX-BILLING SERVICE FOR CHARGING STATIONS.**

2.1. **SESSION FEES.** Subscriber shall have sole authority to determine and set in real-time Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 **DEDUCTIONS FROM SESSION FEES.** In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 **PAYMENT TO SUBSCRIBER OF NET SESSION FEES.** CPI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month as directed by Subscriber from time to time through the applicable ChargePoint Services. Notwithstanding the foregoing, no such payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than fifty U.S. Dollars (\$50), except in connection with the expiration or termination of this

Agreement. In no event shall CPI remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

3. TAXES. Subscriber is responsible for the payment of all Taxes incurred in connection with Session Fees; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions (“API Terms”) governing Subscriber’s use of the APIs in connection with Subscriber’s use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 **“API Implementation”** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 **“API Documentation”** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 **“CPI Site Terms”** means the Terms and Conditions displayed on CPI’s website, governing use of CPI’s website and the ChargePoint Services by visitors who are not Service Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber’s Service Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber’s Service Plan, and Subscriber’s particular Service Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber’s API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber’s API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber’s API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber’s API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI’s business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying with all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights (“Rights Terms”). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply.

1.1 ***“Rights Grantor”*** means Subscriber.

1.2 ***“Rights Grantee”*** means a any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber’s access to Services.

2. **TERMS.** This Section governs Subscriber’s granting of Rights as a Rights Grantor.

2.1 **LIMITED RIGHTS.** A Rights Grantee’s right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Service Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Service Plan(s) to which it has subscribed.

2.2 **RESPONSIBILITY FOR AUTHORIZED USER.** All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber’s indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 **NO AGREEMENT.** Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, “Claims”) suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

City of

Jacksonville Beach

2508 South Beach

Parkway

Jacksonville Beach

FL 32250

Phone: 904.247.6236

Fax: 904.247.6143

www.jacksonvillebeach.org

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager
FROM: Jason Phitides, Director Parks & Recreation
SUBJECT: Resurface courts at Huguenot Tennis Facility
DATE: September 11, 2019

ACTION REQUESTED

Approve the resurface of seven (7) tennis courts at Huguenot Tennis Facility by Nidy Sports Construction Co., in the amount of \$44,925.

BACKGROUND

Huguenot Tennis Facility has seven (7) Plexipave tennis courts. Plexipave is an all-weather, durable, quick drying color surface that provides superior resistance to deterioration from ultra-violet rays. The useful life of this type of tennis court surface is between eight (8) and ten (10) years.

Three courts on the west side of the facility were resurfaced in 2010. Three courts on the east side were re-surfaced in 2011, while the single court at the south end of the facility was re-surfaced in 2012.

The National Cooperative Purchasing Alliance (NCPA) bid number 08-20 for Athletic Surfacing and Asphalt Maintenance provides competitive pricing available to all public agencies. Vasco Sports Contractors was one of the successful respondents to this solicitation and can provide the service through Nidy Sports Construction Co., its subsidiary. The contract is for three (3) years effective August 2018.



MEMORANDUM

Resurface courts at Huguenot Tennis Facility
September 11, 2019

Page 2 of 2

The project scope will include the following:

- Mobilization of crews, equipment and materials
- Cut out roots on Court 1, repair asphalt cushion and substrate
- Cut out and repair three (3) damaged areas on Court 7
- Apply three (3) coats of plexi-cushion and surface paint to all seven (7) tennis courts
- Replace seven (7) sets of posts and nets
- Stripe all courts with white textured line paint

Total contract price including all labor and materials is \$44,925.

Funding for resurfacing six (6) of the seven (7) courts was set aside in the 2017 and 2018 Capital Improvement Plans totaling \$25,938.

The price variance (of \$18,987) includes repair and resurface to an additional (seventh) court, root pruning on Court 1 and new posts and nets for all courts. The price differential will be provided by the General Fund Unallocated.

RECOMMENDATION

Approve the resurface of seven (7) tennis courts at Huguenot Tennis Facility by Nidy Sports Construction Co., in the amount of \$44,925, as described in the memorandum from the Director of Parks and Recreation, dated September 11, 2019.

PLEXIPAVE TENNIS COURT SYSTEM

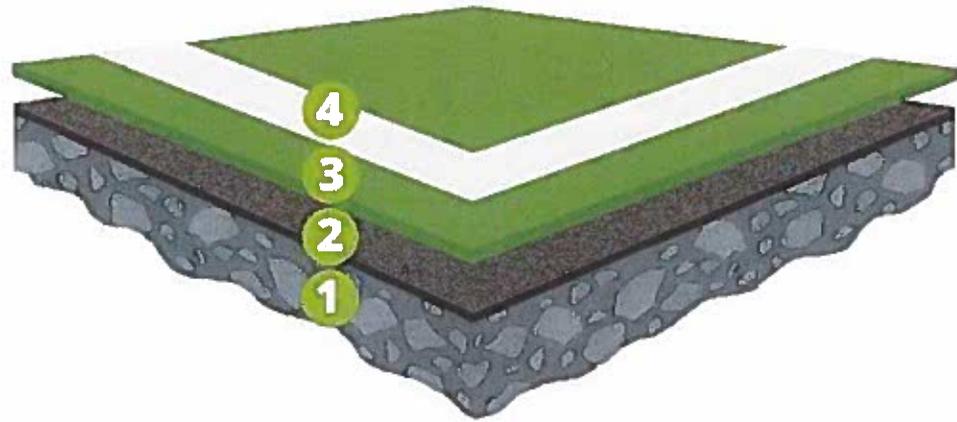


Diagram not to scale

1. Concrete or Asphalt
2. Acrylic Resurfacer
Acrylic Resurfacer blended with approved silica sand.
3. Plexipave®
Sand-fortified Plexipave® color provides a uniform surface texture and determines the speed of play and traction of the court
4. Line Paint
A heavy bodied acrylic latex

JACKSONVILLE BEACH

City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of Public

Works

1460-A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6219

Fax: 904.247.6117

www.jacksonvillebeach.org

MEMORANDUM

TO: Mike Staffopoulos, City Manager

FROM: Martin Martirone, P.E., City Engineer

SUBJECT: Approve the Emergency Point Repair Authorization for the 10-inch Cast Iron Sanitary Sewer Main located on 3rd St. N. between 11th Ave. & 12th Ave. N.

DATE: September 24, 2019

ACTION REQUESTED

Approve the City Manager's authorization for the emergency point repair of the partially collapsed 10-inch cast iron sanitary sewer main and site work restoration on 3rd St. N. between 11th and 12th Ave. N.

BACKGROUND

The existing 10" unlined cast iron gravity sanitary sewer main serves a large portion of the northern part of the City. The main was originally installed in 1981 and is approximately nine (9) feet deep. Due to the age, type and location of pipe the City contracted with Insituform Technology (Ageion) to clean, televise and line the entire length of 10" gravity sewer main in the center of 3rd Street N. from 7th Ave. to 14th Ave. N.

On or about August 12, 2019, the pipe-cleaning contractor discovered a hole in the top section of the sewer main during the cleaning process. Public Works staff immediately responded to the situation and determined that due to the sewer main's depth and the hydraulic flow on the main, City forces did not have the proper equipment to safely complete repairs. With the potential collapse of a portion of the FDOT concrete median and roadway, the imminent danger of sand infiltration into the sewer system obstructing sewage flow, and the potential of sewage backup and sanitary sewer overflows upstream, this repair required immediate attention. This partially collapsed sewer main created:

- A high potential of further collapse of the sewer main.
- An immediate danger to the public health and safety.
- An imminent interruption of an essential government service (*sewage collection*).
- A high probability of potential collapse of an FDOT median and roadway.
- A potential sanitary sewer overflow (SSO) and monetary fine from FDEP



MEMORANDUM

Emergency Repair 3rd St N between 11th Ave. and 12th Ave.

September 24, 2019

Contractor Final Cost		
Emergency Replacement of Partially Collapsed Sewer Main		
<u>DESCRIPTION</u>	<u>COST</u>	<u>RECOMMENDATION</u>
Emergency Repair Price	\$79,115.00	Authorize work to MAER Homes, LLC.
Pavement Repair Credit	(\$11,255.00)	
Contingency (20%)	\$15,823.00	
Contingency Credit	(\$15,823.00)	
Total Final Repair Price	\$67,860.00	
Sewer Point Repair funding is available from the remaining contingency (\$153,398.07) from the A1A Water Main Project.		

RECOMMENDATION

Approve the City Manager's authorization for the emergency point repair of the partially collapsed 10-inch cast iron sanitary sewer main and site work restoration on 3rd St. N. between 11th and 12th Ave. N. with MAER Homes, LLC as described in the memorandum from the City Engineer dated September 24, 2019.

City of Jacksonville Beach Emergency Bid Tabulation Form

“Emergency Point Repair for 10-Inch Sewer Main on A1A Between 11th and 12th Ave. N.”

Bid Date: August 22, 2019

BIDDERS

	<i>Vendor A</i>	<i>Vendor B</i>	<i>Vendor C</i>	<i>Vendor D</i>	<i>Vendor E</i>
Base Bid	\$ 79,115.00	\$ 82,291.00	\$ 103,395.00	\$ 113,033.00	\$ 226,450.00
	<i>Vendor F</i>	<i>Vendor G</i>	<i>Vendor H</i>	<i>Vendor I</i>	<i>Vendor J</i>
Base Bid	\$ 316,272.00	NO BID	NO BID	NO BID	NO BID

Invitations Issued: 10

Plan Holders: N/A

Bid Responses:6

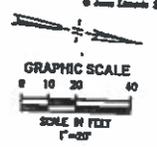
BIDDERS

A	MAER HOMES LLC, LOWEST, RESPONSIVE BIDDER
B	JAX UTILITIES MANAGEMENT, INC.
C	ALLSITE CONTRACTING, INC.
D	A.W.A. CONTRACTING CO., INC.
E	J.B.COXWELL CONTRACTING, INC.
F	PETTICOAT-SCHMITT CIVIL CONTRACTING, INC.
G	G & H UNDERGROUND CONSTRUCTION, INC.
H	GRIMES UTILITIES, INC.
I	GRUHN MAY, INC.
J	MIRANDA CONTRACTING, INC.

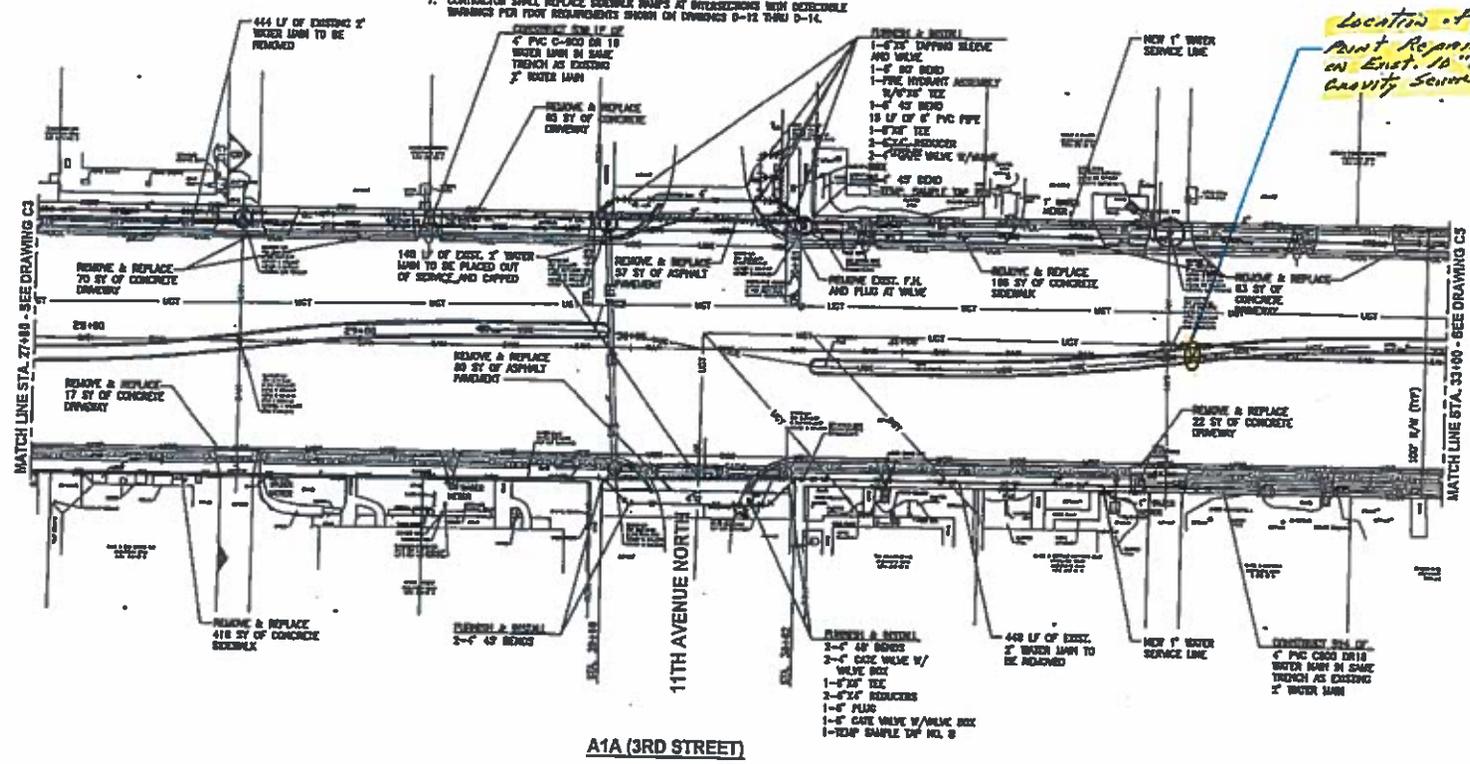
PLAT DATE: 5/10/2018 09:02 AM DUCK COLDEN

NOTES

1. CONSTRUCT, PRESSURE TEST AND DISPECT TEMPORARY 2-INCH SDR 40 PVC WATER MAIN AS REQUIRED TO MAINTAIN SERVICES BETWEEN WEST AVENUE AND 20TH AVENUE. PROVIDE ONE PRESSING HYDROLOGICAL SAMPLE AT THE END OF THE LINE. THE TEMPORARY 2-INCH WATER MAIN SHALL BE PROTECTED AS REQUIRED. THE TEMPORARY LINE'S HORIZONTAL AND VERTICAL LOCATIONS SHALL BE SELECTED BY THE CONTRACTOR AS REQUIRED TO ACCOMMODATE THE INSTALLATION OF THE NEW WATER MAIN.
2. DIMETER EXISTING SERVICES TO THE TEMPORARY 2-INCH WATER MAIN AFTER THE NEW WATER MAIN IS INSTALLED. CONSTRUCT NEW SERVICES TO NEW WATER MAIN.
3. LOCATE ALL WATER SERVICES PRIOR TO SUBMITTING FINISH PLAN.
4. CONTRACTOR SHALL PREPARE AND SUBMIT A PHASING PLAN FOR THE WATER MAIN REPLACEMENT INCLUDING HOW THE CONTRACTOR PLANS TO MAINTAIN SERVICE FOR EACH BLOCK OF 3RD ST. FOR REVIEW AND APPROVAL BY THE ENGINEER AND CITY OF JACKSONVILLE BEACH. CONTRACTOR SHALL COMPLETE ALL CONSTRUCTION, TESTING, INSPECTION AND CLEAN PIPING SAMPLES FOR EACH CITY BLOCK BEFORE BEGINNING CONSTRUCTION ON THE NEXT BLOCK.
5. NIGHT WORK MAY BE REQUIRED TO MAINTAIN WATER SERVICE.
6. COORDINATE WITH CITY OF JACKSONVILLE REACH ANY TEMPORARY SERVICE OUTAGES INCLUDING, BUT NOT LIMITED TO:
ISSUING NOTICES PER SERVICE OUTAGES
POST WATER NOTICES
OTHERS AS MAY BE REQUIRED
7. CONTRACTOR SHALL REPLACE SIDEWALK RAMP AT INTERSECTIONS WITH DETECTABLE WARNING PER FOOT REQUIREMENTS SHOWN ON DIVISIONS 0-12 THRU 0-14.



*Location of
Pump Repair
on Exst. 10" DI
Gravity Sewer Main*



A1A (3RD STREET)

PART B (COJB FUNDED)

NO.	DATE	BY	CHKD	REVISIONS

JonesEdmunds
CONSULTING ENGINEERS AND ARCHITECTS
 770 NORTHERN AVENUE, SUITE 2000, JACKSONVILLE, FL 32202
 904.734.1111

**A1A WATER MAIN
 REPLACEMENT
 JACKSONVILLE BEACH, FLORIDA**

**PLAN - A1A (3RD STREET)
 STA. 27+80 TO STA. 33+00**

DESIGNED BY
 CHECKED BY
 INCHES H. BRUCKER, PE
 5/10/2018

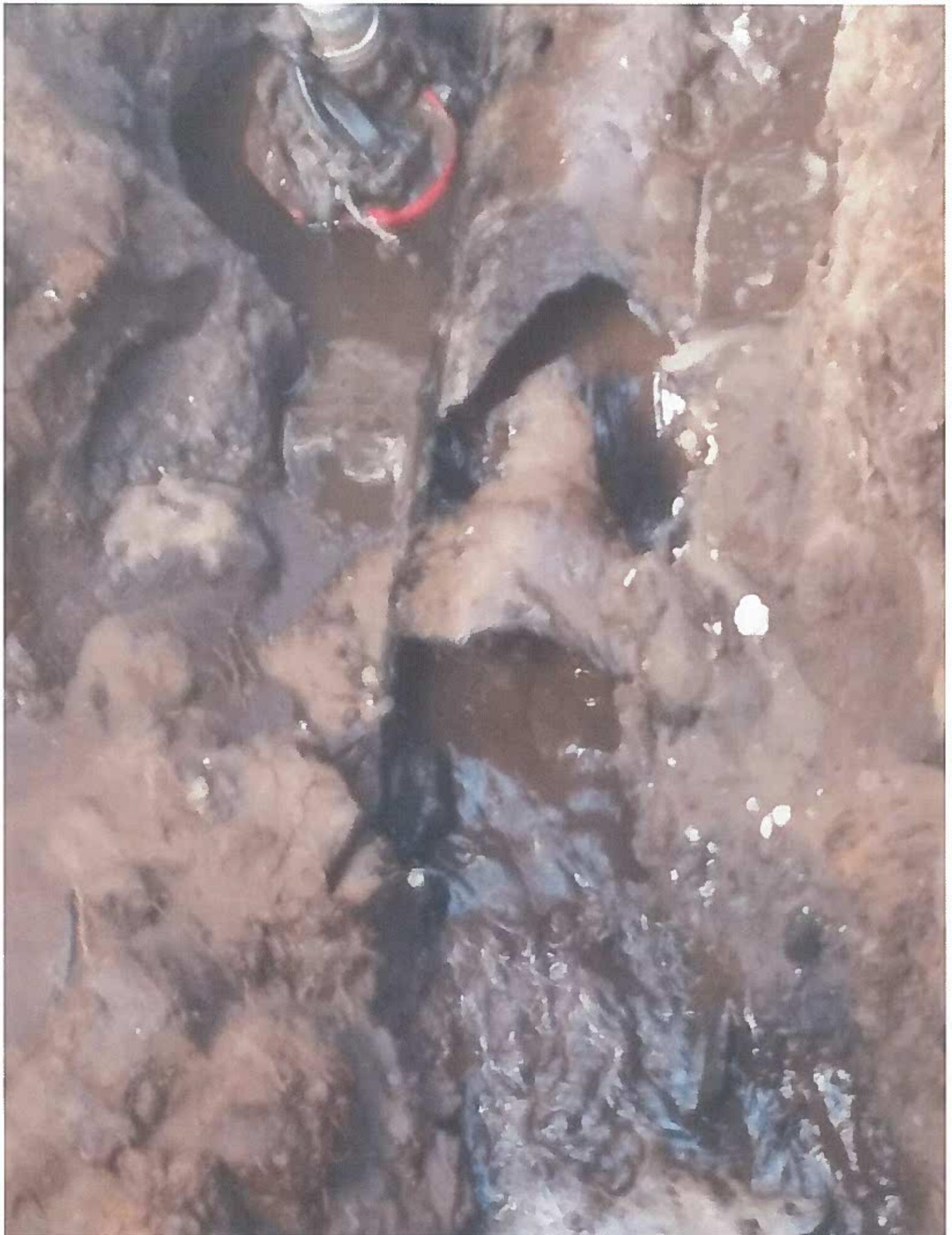
DATE
 MAY 2018
 SCALE
 1"=20'
 PROJECT NO.
 09903-023-01
 SHEET NO.
 C1

LAST SAVED: 5/2/2018 11:40 AM CHECKED: [unclear] LOCATION: JACKSONVILLE BEACH/023-01 A1A WATER MAIN IMPROVEMENTS CONTRACT DRAWING C01/09903-023-01-C01.DWG

RELEASED FOR BID



SEWER
POINT REPAIR









09/10/2019 14:55





Beaches Energy

Services

1460-A Shetter Ave

Jacksonville Beach

FL 32250

Phone: 904.247.6281

www.beachesenergy.com

MEMORANDUM

TO: Mike Staffopoulos, City Manager
FROM: Allen Putnam, Director of Beaches Energy Services
SUBJECT: Resolution 2039-2019 – Interlocal Agreement with Florida Gas Utility (FGU)
DATE: September 16, 2019

ACTION REQUESTED

Adopt Resolution 2039-2019 authorizing the Mayor to execute an Interlocal Agreement between the City of Jacksonville Beach and Florida Gas Utility (FGU).

BACKGROUND

Florida Gas Utility (FGU) is a non-profit joint action agency that provides natural gas management services to its municipal utility members. FGU currently serves twenty-three (23) municipalities including Blountstown, Starke, Williston, Leesburg, the Orlando Utilities Commission, Lakeland, and Kissimmee Utility Authority; all of whom are members of the Florida Municipal Power Agency. Florida Municipal Power Agency is also a member organization of FGU. FGU assists FMPA in acquiring and managing the natural gas supply that fuels the various generation plants that supply energy to our City.

As our City's natural gas system continues to evolve, we have identified the need for additional services beyond those supplied by our current vendor. These include sales and marketing services, project management services, operational assistance, regulatory and legislative support, rate studies, financial analyses and consulting service. FGU can provide these services. In addition, FGU can act as an industry information source that can assist us in shaping our natural gas strategy moving forward as part of an all-encompassing strategic plan for Beaches Energy Services.

In the future, FGU could provide other services such as gas supply acquisition, gas supply management, natural gas storage, scheduling and nomination services, and imbalance management services to the City.

Memorandum
Resolution 2039-2019 Interlocal Agreement with FGU
September 16, 2019

Page 2 of 2

The annual membership cost is \$6,000 per year for a base membership. At some point in the future, we may call upon FGU to perform additional services for Beaches Energy Services. A City of our size utilizing all the services that FGU offers would cost approximately \$30,000.

Funding for the current level of membership (\$6,000) is budgeted in the FY2020 Beaches Energy Operating Budget.

RECOMMENDATION

Adopt Resolution 2039-2019 authorizing the Mayor to execute the Interlocal Agreement between the City of Jacksonville Beach and Florida Gas Utility (FGU).

Introduced By: _____

Adopted: _____

RESOLUTION 2039-2019

A RESOLUTION OF BEACHES ENERGY SERVICES, FLORIDA, APPROVING THE FORM AND CONTENT OF THE THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT DATED AS OF MARCH 25, 2011, AUTHORIZING THE EXECUTION OF THE ASSUMPTION AGREEMENT AND THE GAS SERVICES AGREEMENT AND AUTHORIZING THE DELIVERY OF SUCH INSTRUMENTS TO FLORIDA GAS UTILITY; PROVIDING FOR THE MAKING OF PAYMENTS PURSUANT TO SAID GAS SERVICES AGREEMENT; APPOINTING A DIRECTOR AND AN ALTERNATE DIRECTOR TO SERVE ON THE BOARD OF DIRECTORS OF FLORIDA GAS UTILITY; AND MAKING CERTAIN COVENANTS IN CONJUNCTION THEREWITH; PROVIDING CERTAIN AUTHORIZATIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO.

WHEREAS, THE CITY OF JACKSONVILLE BEACH, (the "Public Body"), has been proposed and accepted as a new member of Florida Gas Utility ("FGU") by FGU's Executive Committee, such membership to become effective upon the execution and filing of the Assumption Agreement, the execution of the Gas Services Agreement described below and the compliance with certain other requirements; and

WHEREAS, to become a member of FGU it is necessary for the Public Body to accept its obligations as a Member of FGU in accordance with the terms and conditions of the Third Amended and Restated Interlocal Agreement (the "Interlocal Agreement") and to approve the Assumption Agreement and Gas Services Agreement in the respective forms attached hereto as Exhibits "A" and "B," respectively, and authorize their execution and delivery; and

WHEREAS, the Interlocal Agreement obligates each Member to select a Director and Alternate Director to represent such Member with respect to all actions to be taken pursuant to the Interlocal Agreement and in accordance with the Act; and

WHEREAS, the Public Body desires to take certain other actions with respect to the Assumption Agreement and Gas Services Agreement.

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

Section 1. Authority. This Resolution is adopted pursuant to the Constitution and laws of the State of Florida, including, particularly, Section 163.01, Florida Statutes, Chapter 166, Florida Statutes, and other applicable provisions of law.

Section 2. Definitions. Unless the context otherwise requires, all terms used herein in capitalized form shall have the same meanings ascribed to such terms in the Assumption Agreement and the Gas Services Agreement.

Section 3. Findings. It is hereby ascertained, determined and declared that the Public Body is a public agency as defined in Section 163.01(2)(b), Florida Statutes, is qualified for membership under Section 163.01, Florida Statutes, and is authorized under the authority cited above to accept the terms and conditions of the Interlocal Agreement and to approve the Assumption Agreement and the Gas Services Agreement, attached hereto as Exhibit "A" and Exhibit "B," respectively, in the manner herein provided.

Section 4. Acceptance of Interlocal Agreement and Approval of Forms of Assumption Agreement and Gas Services Agreement. The terms and conditions of the Interlocal Agreement are hereby accepted, and the Public Agency agrees to assume and perform its obligations as a Member thereunder. The forms of the Assumption Agreement and the Gas Services Agreement, are hereby approved, with such changes, insertions, omissions and filling in of blanks therein as may be approved and made to such forms of Assumption Agreement and Gas Services Agreement by the officers designated below executing the same in the manner consistent with the provisions of this Resolution. Such execution and delivery of the final forms of the Assumption Agreement and Gas Services Agreement shall be conclusive evidence of the approval of the Assumption Agreement and the Gas Services Agreement by the officers executing the same and the Public Body shall be bound by the Assumption Agreement and Gas Services Agreement as executed and delivered. Such officers are hereby authorized to deliver the forms of such Assumption Agreement and Gas Services Agreement, as so modified and amended, as executed, to FGU for its consideration and execution.

Section 5. Authorizations Concerning the Assumption Agreement and Gas Service Agreement.

A. The Mayor and the Clerk or any Assistant Deputy Clerk of the Public Body shall be and are hereby authorized to execute the Assumption Agreement and Gas Services Agreement for and on behalf of the Public Body pursuant to the terms hereof, in substantially the forms attached hereto as Exhibits A and B, respectively, with such changes, insertions and omissions and filling in of blanks therein as such officers may approve, such approval to be conclusively evidenced by the execution thereof.

B. Such officers and employees of the Public Body as may be designated by the officers charged with the execution of the Assumption Agreement and the Gas Services Agreement, are each designated as agents in connection with the issuance and delivery of the Assumption Agreement and the Gas Services Agreement and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the Public Body that are necessary or desirable in connection with the execution and

delivery thereof, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 6. Appointment and Authorizations.

A. The Public Body hereby appoints the Allen Putnam, Director, Beaches Energy, and Karen Nelson, Deputy City Manager to serve as a Director and Alternate Director, respectively, of FGU until their successors shall be duly appointed.

B. Said Director or Alternate Director shall be authorized to exercise all powers and duties on behalf of the Public Body as shall be authorized pursuant to the Interlocal Agreement and the Act and the said Director and Alternate Director are hereby designated as agents of the Public Body in connection with the taking of all actions and the execution of all documentation on behalf of the Public Body which shall be authorized by the Second Amended and Restated Interlocal Agreement and the Act. FGU may conclusively rely on the power and authority of such representatives in taking action on behalf of the Public Body until it receives written notice to the contrary.

Section 7. Severability. If any one or more provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, such provisions shall be deemed to be severable from the remaining provisions hereof and shall in no way effect the validity or enforceability of such remaining provisions.

Section 8. Repeal of Inconsistent Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

AUTHENTICATED this _____ day of _____, 2019.

William C. Latham, Mayor

Laurie Scott, City Clerk

ASSUMPTION AGREEMENT

This Assumption Agreement (the “Agreement”) is dated as of the _____ day of _____, 2019, and is by the City of Jacksonville Beach (d/b/a Beaches Energy Services), Florida, a municipal corporation, for the benefit of: the City of Blountstown, the City of Chipley, the City of Clearwater, the City of Crescent City, the City of DeFuniak Springs, the City of Homestead, the Town of Jay, the Town of Century, the City of Lake City, the City of Lake Worth Beach, the City of Lakeland, the City of Leesburg, the City of Live Oak, the City of Marianna, the City of Perry, the City of Starke, the City of Sunrise, the City of Williston, the Florida Municipal Power Agency, the Fort Pierce Utilities Authority, the Kissimmee Utility Authority, the Palatka Gas Authority, and the Orlando Utilities Commission (collectively, the “Current Members”), and Florida Gas Utility, a separate legal entity created pursuant to Section 163.01, Florida Statutes (“FGU”) (terms not otherwise defined herein shall have the meanings ascribed in the Third Amended and Restated Interlocal Agreement, dated March 25, 2011, by and among the current Members (the “Interlocal Agreement”)).

WITNESSETH:

WHEREAS, the City of Jacksonville Beach wishes to become a Member of FGU effective upon execution and filing of this Agreement; and

WHEREAS, pursuant to Article III, Section 3 of the Interlocal Agreement, a public agency as defined by Section 163.01(2)(b), Florida Statutes, may become a Member if it meets all of the requirements set forth in the Interlocal Agreement; and

WHEREAS, the City of Jacksonville Beach has, concurrently herewith, executed a Gas Services Agreement with FGU granting to FGU the appropriate powers to enable FGU to perform the services which Beaches Energy Services desires to receive; and

WHEREAS, the City of Jacksonville Beach has been accepted for membership by appropriate action by the Executive Committee of FGU, with appropriate notice thereof to the Board of Directors of FGU; and

WHEREAS, this Agreement evidences the City of Jacksonville Beach’s assumption of all rights and responsibilities set forth in the Interlocal Agreement and its agreement to pay its costs as incurred pursuant to the schedule of rates and charges applicable to it as established by the Board of Directors and Executive Committee of FGU, and as otherwise provided by the Interlocal Agreement and FGU’s Bylaws; and

WHEREAS, the City of Jacksonville Beach has taken all necessary actions to authorize Beaches Energy Services to become a Member of FGU and has appointed a Director and alternate Director to represent Beaches Energy Services on the Board of Directors of FGU, at formal meeting of its governing body, which action is reflected in the minutes thereof, as required by the Interlocal Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

In consideration of the premises hereof, the mutual covenants of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. ASSUMPTION. The City of Jacksonville Beach has been presented with a true and correct copy of the Third Amended and Restated Interlocal Agreement and the Bylaws of FGU effective as of March 25, 2011, and has accepted the terms and provisions thereof, hereby assumes all the rights and responsibilities of being a Member of FGU as set forth in the Interlocal Agreement and Bylaws and agrees to be bound thereby as if it had been an original party thereto.

SECTION 2. AGREEMENT AS TO RATES AND CHARGES. The City of Jacksonville Beach hereby agrees to pay its costs as incurred pursuant to the schedule of rates and charges as established by the adopted pricing policies of FGU, as in effect from time to time, or as otherwise provided in or pursuant to the Interlocal Agreement or the Bylaws of FGU.

SECTION 3. FILING INFORMATION. Attached hereto as Appendix A is a list of the filing information with respect to each location where the Interlocal Agreement and previous Assumption Agreements have been filed. Pursuant to Section 163.01(11), Florida Statutes, this Assumption Agreement (which constitutes an amendment to the Interlocal Agreement) will be filed only in Alachua County, Florida.

SECTION 4. REPRESENTATIONS. The City of Jacksonville Beach has full legal right, power and authority to enter into this Agreement and the Gas Services Agreement and to carry out and to consummate the transactions contemplated by the Interlocal Agreement and the Gas Services Agreement. This Agreement and the Gas Services Agreement, when executed and delivered by the City of Jacksonville Beach, will constitute valid and legally binding obligations of the City of Jacksonville Beach enforceable in accordance with the terms thereof. The authorization, execution, delivery and performance of this Agreement and the Gas Services Agreement will not violate any applicable judgment or order of any court and will not conflict with or result in a material breach of or default under any constitutional provision or law, or any administrative regulation, judgment or decree or any other agreement or other instrument to which the City of Jacksonville Beach is a party.

SECTION 5. DIRECTOR AND ALTERNATE DIRECTOR. Allen Putnam has been appointed as Director and Karen Nelson has been appointed as an alternate Director to serve on the Board of Directors of FGU in accordance with the terms of the Interlocal Agreement. The appointment of the foregoing has been made in formal session of and constitutes the official action of the governing body of the City of Jacksonville Beach, should be reflected in the minutes of such meeting, and a certified copy of such evidence of appointment has been provided to FGU.

SECTION 6. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts and the counterparts collectively shall constitute the agreement of the parties.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

CITY OF JACKSONVILLE BEACH,
FLORIDA
Member

By: _____
Charlie Latham, Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
[City Attorney]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____
day of _____, 2019, by _____, as
_____, and _____, as
_____, of **THE CITY OF JACKSONVILLE BEACH,**
FLORIDA, on behalf of the _____, who are personally
known to me.

NOTARY PUBLIC:

(SEAL)

Name: _____
My commission expires:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

FLORIDA GAS UTILITY, on behalf of itself and its Current Members as set forth on Appendix A

(SEAL)

ATTEST:

By _____

Name: _____

Title: Chair

By: _____

Name: _____

Title: Secretary

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as Chair of Florida Gas Utility, on behalf of FLORIDA GAS UTILITY, who is personally known to me.

NOTARY PUBLIC:

(SEAL)

NAME: _____

My commission expires:

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as Secretary of Florida Gas Utility, on behalf of FLORIDA GAS UTILITY, who is personally known to me.

NOTARY PUBLIC:

(SEAL)

NAME: _____

My commission expires:

APPENDIX A
FLORIDA GAS UTILITY
Recording Information for Interlocal Agreement and Assumption Agreements

<u>Member</u>	<u>Interlocal Agreement</u>	<u>Assumption Agreements</u>
1. BLOUNTSTOWN, CITY OF Calhoun County	Filed 8/2/99 No. 99001911 OR Book 228, P. 217-252	Filed 12/15/2000 OR Book 241 P. 396-403/File #20003036-Clearwater P. 404-411/File #20003037-Leesburg P. 412-419/File #20003038-Live Oak P. 420-427/File #20003039-Palatka Gas Auth. P. 428-435/File #20003040-Perry P. 436-443/File #20003041-Sunrise Filed 10/14/2004 OR Book 291 P. 400-408/File #2004002650-Lakeland Filed 09/01/2006 OR Book 320 P. 57/File #2006002751-GRU
2. CENTURY, TOWN OF Escambia County		
3. CHIPLEY, CITY OF Washington County	Filed 8/2/99 File # 1999 6876 OR Book 351, P. 251-286	Filed 12/14/2000 OR Book 393 P. 456-463/File #2000 6613-Clearwater P. 464-471/File #20006614-Leesburg P. 472-479/File #20006615-Live Oak P. 480-487/File #20006616-Palatka Gas Auth. P. 488-495/File #20006617-Perry P. 496-503/File #20006618-Sunrise Filed 10/14/2004 OR Book 551 P. 151-159/File #2004009558-Lakeland

Member

Interlocal Agreement

Assumption Agreements

4. **CLEARWATER, CITY OF**
Pinellas County

Filed 12/7/2000
File # 00-370585
OR Book 11146, P. 1912-1947

Filed 8/31/2006
OR Book 0682
P. 0513/Instrument #2006009315-GRU

Filed 12/7/2000
OR Book 11146
P. 1948-1955/File #00-370586-Clearwater
P. 1960-1967/File #00-370588-Palatka Gas Auth.
P. 1971-1978/File #00-370590-Live Oak
P. 1980-1987/File #00-370592-Leesburg
P. 1989-1996/File #00-370594-Perry
P. 1999-2006/File #00-370596-Sunrise

Filed 10/15/2004
OR Book 13889
P. 1486-1494/File #2004408074-Lakeland

Filed 8/31/2006
OR Book 15340
P. 1646-1662/Instrument #2006326812-GRU

5. **CRESCENT CITY, CITY OF**
Putnam County

Filed 09/28/2009
OR BOOK 3909
P. 1807 / Instrument #2530912

6. **DEFUNIAK, CITY OF**
Walton County

Filed 03/26/2010
OR BOOK 3944
P. 1605 / Instrument #2564392

Member

Interlocal Agreement

Assumption Agreements

7. **FLORIDA GAS UTILITY**
Alachua County

Filed 1/9/2001
File # 1729050
OR Book 2331, P. 2973-3008

Filed 1/9/2001
OR Book 2332
P. 1-8/File #1729051-Clearwater
P. 9-16/File #1729052-Leesburg
P. 17-24/File #1729053-Live Oak
P. 25-32/File #1729054-Palatka Gas Auth.
P. 33-40/File #1729055-Perry
P. 41-48/File #1729056-Sunrise

Filed 10/14/2004
OR Book 3008
P. 1214-1222/File #2079326-Lakeland

Filed 08/29/2006
OR Book 3452
P. 258/Document #2271555-GRU

8. **FLORIDA MUNICIPAL POWER**
AGENCY (FMPA)
Orange County

Filed 7/30/99
File # 1999-0329725
OR Book 5806, P. 4028-4063

Filed 12/19/2000
OR Book 6153
P. 2825-2832/File # 2000-0533084-Clearwater
P. 2833-2840/File #2000-0533085-Leesburg
P. 2841-2848/File #2000-0533086-Live Oak
P.2849-2856/File #2000-0533087-Palatka Gas Auth
P. 2857-2864/File #2000-0533088-Perry
P. 2865-2872/File #2000-0533089-Sunrise

Filed 10/15/2004
OR Book 07660
P. 3733-3741/File #20040667599-Lakeland

Filed 08/31/2006
OR Book 0 8838
P. 3993/Instrument #20060578311-GRU

Member

Interlocal Agreement

Assumption Agreements

9. **FORT PIERCE UTILITIES
AUTHORITY**
St. Lucie County

Filed 8/2/99
File # 1739864
OR Book 1240, P. 1710-1745

Filed 12/14/2000
OR Book 1349
P. 843-850/File # 1866394-Clearwater
P. 851-858/File #1866395-Leesburg
P. 859-866/File #1866396-Live Oak
P. 867-874/File #1866397-Palatka Gas Auth.
P. 875-882/File #1866398-Perry
P. 883-890/File #1866399-Sunrise

Filed 10/15/2004
OR Book 2078
P. 1421-1429/File #2486949-Lakeland

Filed 8/31/2006
OR Book 2645
P. 2290/CFN #2920369-GRU

10. **HOMESTEAD, CITY OF**
Miami-Dade County

Filed 8/2/99
File # 99R399391

Filed 12/19/2000
OR Book 19414
P. 3108-3115/File #OOR608083-Clearwater
P. 3116-3123/File #OOR608084-Leesburg
P. 3124-3131/File #OOR608085-Live Oak
P. 3132-3139/File #OOR608086-Palatka Gas Auth.
P. 3140-3147/File #OOR608087-Perry
P. 3148-3155/File #OOR608088-Sunrise

Filed 10/26/2004
OR Book 22764
P. 1361-1369/File #2004R0940910-Lakeland
Filed 11/9/2004
OR Book 22810
P. 3129-3137/File #2004R0996097-Lakeland

Filed 8/31/2006
OR Book 24865
P. 1869/File #20060936648-GRU

Member

Interlocal Agreement

Assumption Agreements

11. JAY, TOWN OF
Santa Rosa County

Filed 8/3/99
File # 990031943
OR Book 1773, P. 439-474

Filed 12/21/2000
OR Book 1869
P. 1903-1910/File #200049344-Clearwater
P. 1911-1918/File #200049345-Leesburg
P. 1919-1926/File #200049346-Live Oak
P. 1927-1934/File #200049347-Palatka Gas Auth.
P. 1935-1942/File #200049348-Perry
P. 1943-1950/File #200049349-Sunrise

Filed 10/18/2004
OR Book 2362
P.1017-1025/File #200460110-Lakeland

Filed 8/31/2006
OR Book 2644
P. 1519/File #200649003-GRU

12. KISSIMMEE UTILITY
AUTHORITY
Osceola County

Filed 8/2/99
File # 99119401
OR Book 1642, P. 2802

Filed 12/28/2000
OR Book 1818
P. 2063-2070/File #2000190619-Clearwater
P. 2071-2078/File #200190620-Leesburg
P. 2079-2086/File #200190621-Live Oak
P. 2087-2094/File #200190622-Palatka Gas Auth.
P. 2095-2102/File #200190623-Perry
P.2103-2110/File #200190624-Sunrise

Filed 10/25/2004
OR Book 2623
P. 1551-1559/File #2004208494-Lakeland

Filed 08/31/2006
OR Book 3262
P. 1845/File #2006216898-GRU

Member

Interlocal Agreement

Assumption Agreements

13. LAKE CITY, CITY OF
Columbia County

Filed 8/2/99
File # 99-13305
OR Book 0885, P. 1389

Filed 1/2/2001
OR Book 0917
P. 1041-1048/File #01-00032-Clearwater
P. 1049-1056/File #01-00033-Leesburg
P. 1057-1064/File #01-00034-Live Oak
P. 1065-1072/File #01-00035-Palatka Gas Auth.
P. 1073-1080/File #01-00036-Perry
P. 1081-1088/File #01-00037-Sunrise

Filed 10/19/2004
OR Book 1028
P. 1252-1260/File #2004023404-Lakeland

Filed 08/30/2006
OR Book 1094
P. 1420/Instrument #2006020719-GRU

14. LAKE WORTH BEACH, CITY OF
Palm Beach County

Filed 8/4/99
No file number or OR Book

Filed 1/9/2001
OR Book 12242
P. 1858-1865/File #019476-Clearwater
P. 1866-1873/File #019477-Leesburg
P. 1874-1881/File #019478-Live Oak
P. 1882-1889/File #019479-Palatka Gas Auth.
P. 1890-1897/File #019480-Perry
P. 1898-1905/File #019481-Sunrise

Filed 10/25/2004
OR Book 17679
P. 90-98/File #20040605542-Lakeland

Filed 8/31/2006
OR Book 0 20795
P. 0476/File #20060504550-GRU

15. LAKELAND, CITY OF
Polk County

Filed 7/30/99
File # 99121591
OR Book 4289, P.1018-1053

Filed 12/15/2000
OR Book 4591
P. 894-901/File #2000200557-Clearwater

Member

Interlocal Agreement

Assumption Agreements

16. LEESBURG, CITY OF
Lake County

Filed 12/7/2000
File # 2000101910
OR Book 1887, P. 507-542

P. 902-909/File #2000200558-Leesburg
P. 910-917/File #2000200559-Live Oak
P. 918-925/File #2000200560-Palatka Gas Auth.
P. 926-933/File #2000200561-Perry
P. 934-941/File #2000200562-Sunrise

Filed 10/13/2004
OR Book 05951
P.0193-0201/File #2004207771-Lakeland

Filed 8/30/2006
OR Book 6946
P. 0679/File #2006215351-GRU

Filed 12/7/2000
OR Book 1887
P. 543-550/File #2000101911-Clearwater
P. 551-558/File #2000101912-Leesburg
P. 559-566/File #2000101913-Live Oak
P. 567-574/File #2000101914-Palatka Gas Auth.
P. 575-582/File #2000101915-Perry
P. 583-590/File #2000101916-Sunrise

Filed 10/15/04
OR Book 02677
P. 1714-1722/File #2004138280-Lakeland

Filed 08/31/2006
OR Book 03249
P. 2068/File #2006132773-GRU

17. LIVE OAK, CITY OF
Suwannee County

Filed 12/7/2000
File # 0012083427
OR Book 836, P. 177-212

Filed 12/7/2000
OR Book 836
P. 213-220/File #0012083428-Clearwater
P. 221-228/File #0012083429-Leesburg
P. 229-236/File #0012083430-Live Oak

Member

Interlocal Agreement

Assumption Agreements

18. **MARIANNA, CITY OF**
Jackson County

Filed 8/2/99
File # 99011199
OR Book 742, P. 370-405

P. 237-244/File #0012083431-Palatka Gas Auth.
P. 245-252/File #0012083432-Perry
P. 253-260/File #0012083433-Sunrise

Filed 10/18/2004
OR Book 1141
P. 235-243/File #01429202526-Lakeland

Filed 8/30/2006
OR Book 1320
P. 479/File #608072417-GRU

Filed 1/4/2001
OR Book 800
P. 817-824/File #01000252-Clearwater
P. 825-832/File #01000253-Leesburg
P. 833-840/File #01000254-Live Oak
P. 841-848/File #01000255-Palatka Gas Auth.
P. 849-856/File #01000256-Perry
P. 857-864/File #01000257-Sunrise

Filed 10/15/2004
OR Book 0986
P. 0205-0213/File #2004015093-Lakeland

Filed 8/31/2006
OR Book 1101
P. 0574/File #2006014668-GRU

19. **ORLANDO UTILITIES
COMMISSION**
Orange County

Filed 7/30/99
File # 1999-0329725
OR Book 5806, P. 4028-4063

Filed 12/19/2000
OR Book 6153
P. 2825-2832/File #2000-0533084-Clearwater
P. 2833-2840/File #2000-0533085-Leesburg
P. 2841-2848/File #2000-0533086-Live Oak
P. 2849-2856/File #2000-0533087-Palatka Gas Auth
P. 2857-2864/File #2000-0533088-Perry

Member

Interlocal Agreement

Assumption Agreements

20. **PALATKA GAS AUTHORITY**
Putnam County

Filed 12/7/2000
File # 401740
OR Book 841, P, 1613-1648

P. 2865-2872/File #2000-0533089-Sunrise

Filed 10/15/2004
OR Book 07660
P. 3733-3741/File #20040667599-Lakeland

Filed 08/31/2006
OR Book 0 8838
P. 3993/Instrument #20060578311-GRU

Filed 12/7/2000
OR Book 841
P. 1649-1656/File #401741-Clearwater
P. 1657-1664/File #401742-Leesburg
P. 1665-1672/File #401743-Live Oak
P. 1673-1680/File #401744-Palatka Gas Auth.
P. 1681-1688/File #401745-Perry
P. 1689-1696/File #401746-Sunrise

Filed 10/15/2004
OR Book 1002
P. 936-944/File #0000512691-Lakeland

Filed 8/31/2006
OR Book 1113
P. 1622/File #0000595588-GRU

21. **PERRY, CITY OF**
Taylor County

Filed 12/7/2000
File # 135940
OR Book 452, P.143-176

Filed 12/7/2000
OR Book 452
P. 177-184/File #135941-Clearwater
P. 185-192/File #135942-Leesburg
P. 193-200/File #135943-Live Oak
P. 201-208/File #135944-Palatka Gas Auth.
P. 209-216/File #135945-Perry
P. 217-224/File #135946-Sunrise

Filed 10/18/2004

Member

Interlocal Agreement

Assumption Agreements

22. STARKE, CITY OF
Bradford County

Filed 8/3/99
File # 119945
OR Book 808, P. 352

OR Book 535
P. 306-314/File #040006722-Lakeland

Filed 8/30/2006
OR Book 581
P. 769/File #060005746-GRU

Filed 1/8/2001
OR Book 861
P. 264-271/File #2001-133871-Clearwater
P. 272-279/File #2001-133872-Leesburg
P. 280-287/File #2001-133873-Live Oak
P. 288-295/File #2001-133874-Palatka Gas Auth.
P. 296-303/File #2001-133875-Perry
P. 304-311/File #2001-133876-Sunrise

Filed 10/20/2004
OR Book 1048
P. 352-360/File #2004177044-Lakeland

Filed 08/30/2006
OR Book 1172
P. 120/Instrument #2006198973-GRU

23. SUNRISE, CITY OF
Broward County

Filed 12/14/2000
File # 100714368
OR Book 31105, P. 43-78

Filed 12/14/2000
OR Book 31105
P. 79-86/File #100714369-Clearwater
P. 87-94/File #100714370-Leesburg
P. 95-102/File #100714371-Live Oak
P. 103-110/File #100714372-Palatka Gas Auth.
P. 119-126/File #100714373-Perry
P. 127-134/File #100714374-Sunrise

Filed 10/19/2004
OR Book 38390
P. 692-700/File #104422523-Lakeland

Member

Interlocal Agreement

Assumption Agreements

24. **WILLISTON, CITY OF**
Levy County

Filed 8/2/99
File # 342761
OR Book 684, P. 196

Filed 8/31/2006
OR Book 42684
P. 2/Instrument #106390366-GRU

Filed 1/17/2001
OR Book 733
P. 148-155/File #365996-Clearwater
P. 156-163/File #365997-Leesburg
P. 164-171/File #365998-Live Oak
P. 172-179/File #365999-Palatka Gas Auth.
P. 180-187/File #366000-Perry
P. 188-195/File #366001-Sunrise

Filed 10/14/2004
OR Book 910
P. 827-835/File #434574-Lakeland

Filed 8/29/2006
OR Book 1034
P. 394-410/Document #479980-GRU

CITY OF JACKSONVILLE BEACH, FLORIDA,

AND

FLORIDA GAS UTILITY

GAS SERVICES AGREEMENT

INDEX

	<u>PAGE</u>
I. Definitions	2
II. FGU Transportation Service for Member	3
III. Gas Supply Service	4
IV. Related Authorizations	5
V. Engineering Support	6
VI. Reimbursement to FGU for Costs	6
VII. Member's Obligation to Notify FGU	7
VIII. Notification and Obligation for Operating Conditions	7
IX. Insulation from Liability for Loss	7
X. Risk of Loss; Indemnity	8
XI. Disposition of Transportation Entitlements	8
XII. Curtailment	9
XIII. Indemnification for Avoidable Costs	9
XIV. Termination of Agreement	9
XV. Inducement to Agreement	10
XVI. Billing	10
XVII. Force Majeure	11
XVIII. Notices	12
XIX. Term and Effective Date	12
XX. FERC Approval	13
XXI. Assignment	13
XXII. Member Representative	13
XXIII. Governmental Regulations	14
XXIV. Special Projects	14
XXV. Rate Covenant	14

This Agreement ("Agreement") is entered into this ____ day of _____, ____, by and between Florida Gas Utility ("FGU"), a public body corporate and politic and joint action agency formed under the Florida Interlocal Cooperation Act and the City of Jacksonville Beach (d/b/a Beaches Energy Services), Florida, ("Member"), a municipal corporation of the State of Florida.

WHEREAS, Florida Gas Transmission Company ("FGT") has received Federal Energy Regulatory Commission ("FERC") approval to effect a restructuring of its services, such that it now provides a number of service options, including transportation service, to its customers and prospective customers; and

WHEREAS, in order to take advantage of perceived opportunities created by this restructuring of service by FGT, FGU was established between and among several Florida municipal entities for the purpose of achieving savings through joint services for, or which benefit, its members; and

WHEREAS, services provided by FGU include, but are not limited to, the following:

1. The coordination and management of firm and/or interruptible transportation entitlements.
2. The purchase of gas for its members and customers.
3. The performance of gas flow balancing between FGU members' and customers' receipt and delivery point(s).
4. The performance of tariff interpretation, accounting services, gas nominations, dispatching, balancing, adjustments to gas and transportation invoices, invoice reconciliation, invoice payments, billing of charges for fuel, transportation, and other related services.

WHEREAS, FGU will, from time to time, have both interruptible contracts and firm contracts in place with gas producers, pipelines, marketers, and others to sell interruptible or firm gas to FGU's members and customers for one month or longer or shorter on notice from any FGU member or customer; and

WHEREAS, FGU has entered into Firm Transportation Service Agreements with FGT (which presently include FTS-WD, SFTS, FTS-I and FTS-2) which permit gas to be delivered to specified delivery point(s) serving the municipal systems of its members; and

WHEREAS, FGT's tariff provides its firm transportation customers the right to aggregate with other shippers; and

WHEREAS, Member desires to receive, and FGU is willing and able to provide, the sales and agency services described herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties agree as follows:

I. Definitions.

In addition to definitions incorporated herein, the following terms when used herein shall have the meanings set forth below:

- 1.1 The term "FTS-1" shall mean Florida Gas Transmission Company's Rate Schedule FTS-1 for Firm Transportation Service as filed with the FERC as changed and adjusted from time to time by Florida Gas Transmission Company.
- 1.2 The term "FTS-2" shall mean Florida Gas Transmission Company's Rate Schedule FTS-2 for Firm Transportation Service as filed with the FERC, as changed and adjusted from time to time by Florida Gas Transmission Company.
- 1.3 The term "FTS-3" shall mean Florida Gas Transmission Company's Rate Schedule FTS-3 for Firm Transportation Service as filed with the FERC, as changed and adjusted from time to time by Florida Gas Transmission Company.
- 1.4 The term "FTS-WD" shall mean Florida Gas Transmission Company's Rate Schedule FTS-WD for Firm Transportation Service – Western Division as filed with the FERC as changed and adjusted from time to time by Florida Gas Transmission Company.
- 1.5 The term "SFTS" shall mean Florida Gas Transmission Company's Rate Schedule SFTS for Small Firm Transportation Service as filed with the FERC as changed and adjusted from time to time by Florida Gas Transmission Company.
- 1.6 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Florida Gas Transmission Company.
- 1.7 The term "Gas," used in either upper case or lower case form as the context may require, shall mean pipeline quality natural gas which complies with the quality provisions set forth in the General Terms and Conditions of Florida Gas Transmission Company's effective FERC Gas Tariff, Volume No. 1.
- 1.8 The term "Division" shall mean a member of FGU, and the associated delivery point(s) of that member, whose transportation entitlements have been aggregated under one transportation contract held by FGU to which Florida Gas Transmission Company's Tariff Section 11 applies.
- 1.9 The term "Designee" shall mean FGU as the contractually authorized agent of a Member as defined in the general terms and conditions of the FGT Tariff.

- 1.10 The term "FGT Tariff" shall mean the effective tariff of Florida Gas Transmission Company on file at the FERC, as such tariff may be changed from time to time.
- 1.11 The term "Policies" shall mean the policies and procedures as adopted and amended from time to time by the Board or Executive Committee of FGU and included as part of FGU's Policy Manual.

II. FGU Transportation Service for Member.

A. Retained Entitlement.

Member currently intends to retain its transportation contracts with FGT or other interstate pipeline rather than aggregate some or all of its transportation entitlements as provided below. Thus, to the extent Member requests FGU to acquire Gas supplies on its behalf pursuant to Article III, FGU will acquire Gas as agent of Member and FGU shall, in all such cases (i) serve as Designee, all in accordance with FGU's Policies in effect from time to time, (ii) administer the retained transportation contracts in accordance with its terms as Designee for Member and (iii) perform the services as provided in Article IV hereof with respect to such transportation contracts in accordance with instructions received from Member.

B. Aggregated Transportation Contract(s).

- (1) In accordance with the provisions of the FGT Tariff, Member may aggregate all or a portion of its firm transportation entitlements with the firm transportation entitlements of other FGU Members, which shall, for purposes of this Agreement, be referred to as the "Aggregated Transportation Contract(s)."
- (2) If Member elects to aggregate its transportation contracts, the administration of the Aggregated Transportation Contract(s) shall be governed solely in accordance with the Policies, as and to the extent modified hereby or by separate agreements between FGU and Member.
- (3) It is understood that if Member elects to aggregate all or portion of its transportation requirements, the Aggregated Transportation Contract(s) will be operated in a manner which will preserve to each Division, with Member being a Division, a priority right to the use of the firm transportation entitlements which would have been assigned to it in the absence of the Aggregated Transportation Contract(s). Only when Member's capacity rights are not required to meet the requirements of Member, will they be made available to other Divisions upon approval of Member in accordance with the Policies. Aggregated Transportation Contract(s) capacity not required by any Division may be temporarily relinquished or otherwise utilized by FGU under the terms of the FGT Tariff in accordance with the Policies.

(4) Member shall assume full responsibility for reimbursement of actual transportation charges, including demand charges, incurred by the Aggregated Transportation Contract(s) for the benefit of Member. To the extent another Division or customer of FGU may make actual use of Member's transportation rights, a reassignment of demand costs shall be made by FGU in accordance with the Policies.

(5) It is further understood that Member (or other members or customers) shall be permitted to withdraw all or part of its or their aggregated firm entitlements from the Aggregated Transportation Contract(s) at any time, upon advance written notice as required by the Policies, without otherwise affecting this Agreement, provided appropriate FGT consent and FERC authorizations have been obtained.

(6) Because Member requirements change from time to time, FGU will assist in acquiring and/or disposing of transportation entitlements for Member.

(7) All contracts involving a substantial change in the burdens or benefits of Member entered into with FGT in the name of the Aggregated Transportation Contract(s) for the benefit of Member shall have been approved in advance by both FGU and Member.

III. Gas Supply Service.

A. FGU and Member hereby agree that Member may from time to time request, in accordance with the procedures outlined in the Policies, that FGU purchase Gas supplies on its behalf and FGU shall furnish such Gas supplies to Member in accordance with the Policies, to the extent such supplies can be transported to Member's delivery point(s) under Member's or FGU's transportation agreements with FGT or other interstate pipeline, including those transportation agreements described in Article II A or, if applicable Article II B, hereof.

B. The quantity to be supplied by FGU shall be stated on a daily basis and nominated monthly by Member or as otherwise agreed to in accordance with Article VII A.

C. The General Manager of FGU, in accordance with Policies, shall determine the sources from which the gas supply services under this Agreement shall be provided including the proper mix of firm gas supplies, spot gas supplies and long term gas supplies. The pricing and terms of such Gas purchases shall be governed by FGU's Policies and its standard operating procedures in effect from time to time, as and to the extent modified by the express terms hereof.

D. Upon the termination of this Agreement by Member or in the event of excess gas supply, a determination shall be made by the Board of Directors as to whether an allocable part of such firm or long term gas supply agreements shall remain in the ownership and control of Member and the obligation of Member, or whether such agreements shall remain in the ownership and control of FGU and shall be paid for by FGU. Any right of Member to retain ownership of such allocation shall be subject to the release by the gas supplier of any liability of FGU or other members for such contract.

E. Member shall be obligated for its allocable share of any firm or long term supply of gas. No notification from Member of intent to accept less gas shall be effective with respect to such obligation for such allocable share of Member under any such firm or long term gas supply contracts. FGU shall, however, utilize its best efforts to attempt to dispose of any excess gas supply to the extent not required by Member.

IV. Related Authorizations.

A. FGU shall be responsible, unless otherwise instructed by Member in writing, for obtaining Member's gas supply for transportation under FTS-1, FTS-2, FTS-3, FTS-WD and SFTS, transportation types, to be transported hereunder to Member's delivery point(s) and for all operational decisions and arrangements associated with the transportation of gas on or upstream of the FGT pipeline, including but not limited to, transportation along pipelines other than FGT, selection of receipt point(s), delivery point(s), scheduling, balancing and dispatching of gas on such pipelines other than FGT as well as on FGT's pipeline.

B. Member and FGU anticipate that FGT and third parties will look to FGU for all purposes connected with servicing the transportation and purchasing of gas, including FTS-1, FTS-2, FTS-3, FTS-WD and SFTS transportation types, for Member on the FGT system, including, but not limited to, the furnishing and receipt of information concerning daily nominations, scheduling, balancing, receipt point(s), delivery point(s), invoice payment, accounting, third party transportation, and communications with Member, and that operational conditions may allow limited time for communications concerning such matters. To facilitate this process, and except with respect to services covered by the Aggregated Transportation Contract(s), Member agrees to name FGU, or a representative of FGU, as Member's Designee to perform Member's obligations with respect to nominations, scheduling and payment under the various FGT transportation rate schedules under which Member arranges transportation service for gas purchased from FGU hereunder.

C. It is recognized that Member is not obligated by this Agreement to purchase all of its gas requirements from FGU. Member may elect to enter into gas purchase arrangements directly with one or more third party suppliers. In such event, FGU hereby agrees to serve as agent for Member for purposes of the administration of such gas purchase contract(s), and/or the arrangement of transportation service by FGT in which case Member agrees to pay a service charge pursuant to Article V (F) of this Agreement.

V. Reimbursement to FGU for Costs.

A. FGU shall invoice Member monthly for costs incurred by FGU on behalf of Member which shall be reimbursed by Member under this Agreement. Each invoice shall separately identify (i) gas supply costs; (ii) gas transportation charges and related costs, (iii) FGU service charges, and (iv) adjustments.

- B. The monthly gas supply costs shall be calculated in accordance with the Policies.
- C. The monthly gas transportation charges shall be calculated in accordance with the Policies.
- D. Any adjustments or corrections to invoiced gas supplies or transportation charges will be reflected on subsequent FGU invoices to Member.
- E. In the event Member requests assignment back to Member of any of its share of Aggregated Transportation Contract(s), Member and FGU intend that Member shall assume and relieve FGU of all obligations for the payment of any charges resulting from such assignment. These charges shall be paid and all settlements completed, including the release of FGU and its other members from any liability by FGT with respect to the Aggregated Transportation Contract(s), unless other arrangements are agreed to by the Member, the General Manager of FGU and FGT, prior to the date such reassignment is made to Member.
- F. In addition to the gas supply and transportation charges described in Paragraphs A, B and C above, Member shall pay FGU the applicable FGU Monthly Service Charge in accordance with the Policies.

VI. Member's Obligation to Notify FGU.

- A. It will be Member's responsibility to notify FGU of any variations in Member's daily gas usage rate. Member will provide FGU with its natural gas requirements in such a manner to allow FGU to effectively secure the required gas supply and associated services in a timely and cost effective manner for Member. The actual details of such daily and monthly information requirements will be mutually agreed upon by the parties and may change from time to time to meet varying conditions.
- B. Member shall advise FGU of any change in any of the fuel requirements at Member's delivery point(s) (point of sale) as soon as is reasonably possible to allow FGU to make necessary adjustments in Member's or other FGU member or customer's gas volume nominations to avoid imbalances and penalties.

VII. Notification and Obligation for Operating Conditions.

FGU will notify Member as soon as reasonably practicable of all pipeline operating conditions, including but not limited to operational flow orders and alert days for which Member may be subject to costs or penalties as a result of noncompliance. If Member does not fully comply with such operational requirements, Member will assume full liability for any noncompliance.

VIII. Insulation from Liability for Loss.

Except as otherwise specifically provided in this Agreement, neither Party to this Agreement shall be liable for any loss, injury, or damage resulting to the other or to any other person from the use of any service provided pursuant to this Agreement, or arising from or caused by the interruption or curtailment of the same; provided, however, that this paragraph shall not be deemed to relieve either Party to this Agreement of responsibility imposed by law for loss or damage which is proximately caused by such Party's own negligence. Notwithstanding any provision in this Agreement to the contrary, nothing herein shall constitute or be interpreted or construed as a waiver by FGU or Member of their respective rights of sovereign immunity with respect to torts and tort claims, including, without limitation, their respective rights under Section 768.28, Florida Statutes, or any successor statute. Neither FGU nor Member shall not be liable for any claim founded in tort, whether or not that claim may also be included in or covered by any contractual indemnification hereunder.

IX. Risk of Loss; Indemnity.

A. Although FGU may hold title to the gas in order to transport it to Member's delivery point(s) under this Agreement, Member shall bear the risk of loss for all such gas during such transportation by FGU on the FGT system, including but not limited to, any economic or consequential damages to Member for failure to deliver gas or otherwise. FGU will, immediately prior to any such sale or transfer of such gas to Member for further delivery or Member's use, shall endeavor to obtain good title or right to the gas so as to make such conveyance effective and free of adverse claims and liens. Title to the gas transported for Member with its own transportation contracts will pass to such Member upon purchase by FGU from the supplier. Title to gas purchased for utilization by the Aggregate Transportation Contracts, will pass upon delivery by FGU to Member at the Member's Division.

B. Member agrees, to the extent permitted by law, to indemnify and hold FGU harmless from any and all losses or damages sustained by FGU, including any and all suits, actions, damages, losses, and expenses arising out of adverse claims of any persons, including Member, to such gas or the title thereto, or to royalties, taxes, license fees, or charges thereon, and from any and all liability to any persons, including Member, or for any property damage, occasioned by FGU holding title to gas for benefit of Member during transportation on the FGT system.

X. Disposition of Transportation Entitlements.

If Member is temporarily or permanently unable to utilize all or any portion of its share of the Aggregated Transportation Contract(s), the following provisions shall apply:

- (1) Upon request by FGU and approval by Member on each occasion, FGU may utilize that portion of Member's unused capacity which has been approved by Member for use by other FGU members or customers. These other FGU members or customers shall be responsible to FGU for any demand charges and other costs directly associated with such portions of the capacity for the period of time specified by Member for use by those other FGU members or customers, as provided in the Pricing Policy adopted by the Board of Directors.
- (2) To the extent FGU is unable to utilize such excess Member capacity, FGU will, as permitted by the FGT Tariff, applicable FERC regulations and agreements, assist and cooperate with Member to dispose of such excess transportation entitlement so as to avoid or minimize any payment obligations by Member to FGT or others.
- (3) Nothing herein shall relieve Member from its obligation to reimburse FGU for costs and expenses incurred by FGU for the released excess capacity for which FGU is not otherwise reimbursed by third parties.

XI. Curtailment.

It is understood that, in the event of a capacity curtailment on the FGT system which causes an interruption of firm, preferred or interruptible service, curtailment shall be implemented in accordance with FGT's currently effective curtailment plan. In the event interruptible service is partially interrupted, FGU shall endeavor to continue deliveries to Member under FGU's FTS-1, FTS-2, FTS-3, FTS-WD and SFTS contracts, if applicable in accordance with Policies.

XII. Indemnification for Avoidable Costs.

If any act or omission of Member causes FGU to incur producer demands, or pipeline scheduling, imbalance, or overrun penalties, Member will, to the extent permitted by law, indemnify and reimburse FGU for all such amounts. Nothing herein shall be deemed to foreclose FGU from employing other remedies, including cessation of deliveries, and FGU reserves the right to do so, in order to ameliorate any such exposure.

XIII. Defaults and Remedies.

The parties agree that the defaults and remedies set forth in Sections 10.02 and 10.03 of the Base Contract for Sale and Purchase of Natural Gas as published by North American Standards Board Inc. (2006 Form) are incorporated herein by reference and made a part hereof.

XIV. Termination of Agreement.

This Agreement may be terminated by either Party upon one hundred eighty (180) days written notice to the other or as otherwise approved by the Board of Directors; provided, however, that, before such termination can take effect, provision shall have been made for the reassignment of any capacity rights aggregated in the Aggregated Transportation Contract(s) to FGU (or to its individual members or customers, if preferred by them) and to Member, respectively; and for the payment of all outstanding obligations, or obligations that may arise with respect to firm or long term gas supply contracts by FGU, as provided in Article III C, D and E hereof.

XV. Inducement to Agreement.

The obligations of Member to reimburse FGU for demand charges, transportation charges, gas supply costs and other reasonable costs and taxes, levies or fees expended by FGU and paid to FGT and others to secure gas under favorable terms and costs for delivery to Member's delivery point(s) are essential to the inducement of FGU and Member to enter into this Agreement. Unless specifically provided to the contrary in this Agreement, such obligations shall apply and continue in all events, and irrespective of whether Member actually utilizes or is able to utilize the capacity reserved and the firm or long term gas supply contracts secured by FGU, pursuant to this Agreement, except as this Agreement allows these obligations to be reduced or eliminated.

XVI. Billing.

A. FGU will render an invoice for the service to be provided to Member and for reimbursement of costs and charges which FGU is required to pay to effect the purposes of this Agreement.

B. FGU will provide Member with an invoice by mail, courier or facsimile or other electronic transmission for the amounts due as provided in paragraph A above, for the prior month as soon as the billing information is available, based on scheduled gas consumption. FGU will provide a calendar of invoice and due dates at the beginning of each fiscal year. Payment for all invoices submitted shall be due on or before FGU's published due date. All invoices shall be considered past due if payment is not received by the due date. Interest may be charged on all balances outstanding after the due date at the Prime Rate of interest as published from time to time in the Wall Street Journal and in effect on the calendar month for which the unpaid balance shall be received by FGU, but in no event in excess of the maximum lawful rate in existence from time to time. Failure to pay the full amount due by the due date including the past due amount, interest charges and the current amount due, may result in suspension of gas supply service by FGU until the past due amount and all charges are paid in full. Member shall advise FGU of any dispute in any invoice on or before the due date, provided, however, that payment in full shall be made by Member on or prior to the due date and the parties shall attempt in good faith to resolve the dispute. The billing and payment procedures shall be in accordance with the Policies, including the Billing and Payment Policy as established by the Board of Directors, and any conflict with the provisions of this Agreement and such policy shall be governed by such policy.

XVII. Force Majeure.

A. In the event that either Party, FGU, or Member, is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement or any subsequent service agreement between the Parties contemplated herein, other than the obligation to make payments due, it is agreed that upon such Party giving notice and full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied on, then the obligations of the Party giving such notice (other than the obligation to make payments due), so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch. It is further agreed that except for the obligation to make payments due, neither FGU nor Member shall be liable to the other for any damage occasioned by force majeure.

B. In the event of any nonperformance caused by any of the forces described in Subparagraph C the Party affected shall within twenty-four (24) hours promptly notify the other Party verbally and within two (2) working days of nonperformance and provide the other Party with written confirmation of the nature, cause, date of commencement and anticipated extent of such nonperformance. If by reason of such force majeure FGU has a right to terminate any service agreement with FGT or others, FGU will afford Member a comparable right to terminate the corresponding service or agreement under this Agreement.

C. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, freezes, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe (other than regularly scheduled or routine maintenance), freezing of wells or lines of pipe, planned or unplanned outages by FGT, Member or other parties in the transportation of the gas, partial or entire failure of source of supply, acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies), and any other similar or related cause, whether or not enumerated herein, and whether caused or occasioned by or happening on account of the act or omission of FGU or Member or any other person or concern, not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to prevent or overcome; such term shall likewise include;

(1) in those instances where either Party is required to obtain servitude, rights of way grants, permits or licenses to enable such Party to fulfill its obligations hereunder, the inability of such Party to acquire, or the delays on the part of such Party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitude, rights of way grants, permits or licenses; and

(2) in those instances where either Party is required to furnish materials and supplies for the purpose of constructing or maintaining facilities or is required to secure grants or permissions from any governmental agency to enable such Party to fulfill its obligations hereunder, the inability of such Party to acquire, or the delays on the part of such Party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such materials and supplies, permits and permissions.

D. The settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing Party when such course is inadvisable in the discretion of the Party having the difficulty.

XVIII. Notices.

All notices, payments and communications with respect to this Agreement shall be in writing and sent by mail, courier or facsimile or other electronic transmission to the addresses stated below, or to any other such addresses as may be hereafter designated in writing.

FGU: Florida Gas Utility
Attn: General Manager
4619 NW 53rd Avenue
Gainesville, Florida 32606

Member: Beaches Energy Services, Florida
Attn: Director, Beaches Energy Services
1460 Shetter Ave.
Jacksonville Beach, FL 32250

XIX. Term and Effective Date.

This Agreement shall be effective on the date first written above and unless earlier terminated as provided herein shall continue in full force and effect for a term which is coterminous with that of any Service Agreement with FGT or third parties or as they may be extended, that are entered into by FGU for the benefit of Member, so that FGU's obligation to provide service for Member shall continue for the full term of this Agreement and the underlying agreements with FGT and third parties. This agreement shall supersede any prior agreement executed between Member and FGU.

XX. FERC Approval.

The obligations of the Parties hereto shall be conditioned on any required FERC approval for the Aggregated Transportation Contract(s) and/or transportation services contemplated hereunder, and the availability of such transportation services to FGU and Member.

XXI. Assignment.

This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided, however, neither Party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other Party, which shall not be unreasonably withheld, and any necessary regulatory authorizations.

XXII. Member Representative.

Member shall appoint from time to time and provide to FGU written notice of the name, mailing address, telephone number and facsimile transmission number of one or more employees or agents with authority to give instructions required by this Agreement and otherwise exercise decisions by Member required under this Agreement (the "Member Representative").

- (1) The Member Representative shall represent Member in giving and receiving notices and directives regarding the routine operational decisions, which decisions may be relied upon by FGU and shall be contractually binding upon Member.

(2) The Member Representative or another designated Member Representative may also, if so stated, represent Member in giving and receiving notices and directives regarding all other decisions required or that may be exercisable under this Agreement, which decisions may be relied upon by FGU and shall be contractually binding upon Member.

(3) Notices and directives between the Member Representative(s) and FGU may be transmitted orally when required, provided that such notices and directives shall be promptly confirmed by a written notice as authorized by this Agreement.

XXIII. Governmental Regulations.

This Agreement shall be subject to all valid, applicable and effective laws, orders, rules, regulations and directives of all duly constituted federal, state and local governmental authorities having jurisdiction.

XXIV. Special Projects.

The Board of Directors of FGU may agree to undertake a project involving investment of capital, other than minor capital expenditures and may elect to establish a separate budget or budgets for such projects. All members shall be afforded an opportunity to participate on an equitable basis in any project. When a project is operational, if less than all members are participants, FGU may maintain a separate, subsidiary operating account on each such project which will demonstrate the financial relationship between the project and FGU's general operating budget.

XV. Rate Covenant.

Member shall establish, maintain and collect rates and charges for the services it provides to its customers so as to provide sufficient revenues, together with available system reserves, to enable Member to pay all accounts payable to FGU by Member under this Agreement and all other lawful charges against or liens on the revenues of Member's system. In no event shall Member ever be required to levy ad valorem taxes on any property within its boundaries to make any payments required under this Agreement. No obligations of Member hereunder shall constitute or create a lien, either legal or equitable, on Member's ad valorem taxing power.

THIS AGREEMENT is entered into in mutual consideration of the premises stated herein, and is effective as of the date first written above.

FLORIDA GAS UTILITY

By: _____
Title: _____

Attest: _____
Title: _____

CITY OF JACKSONVILLE BEACH,
FLORIDA

By: _____
Title: _____

Attest: _____
Title: _____

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2669109 46 PG(S)
September 21, 2011 03:31:49 PM
Book 4057 Page 384
J. K. IRBY, Clerk Of Circuit Court
ALACHUA COUNTY, Florida



Execution Copy
March 25, 2011

This instrument prepared by
(and return to):

Richard B. Stephens, Jr.
HOLLAND & KNIGHT LLP
2115 Harden Blvd,
Lakeland, FL 33803-5918

**THIRD AMENDED AND RESTATED INTERLOCAL
AGREEMENT**

BY AND AMONG

FLORIDA GAS UTILITY

AND

CITY OF BLOUNTSTOWN

CITY OF CHIPLEY

CITY OF CLEARWATER D/B/A CLEARWATER GAS SYSTEM

CITY OF CRESCENT CITY

CITY OF DEFUNIAK SPRINGS

FLORIDA MUNICIPAL POWER AGENCY

CITY OF FORT MEADE

FORT PIERCE UTILITIES AUTHORITY

CITY OF GAINESVILLE D/B/A GAINESVILLE REGIONAL UTILITIES

CITY OF HOMESTEAD

TOWN OF JAY

KISSIMMEE UTILITY AUTHORITY

CITY OF LAKE CITY

CITY OF LAKE WORTH

CITY OF LAKELAND

CITY OF LEESBURG

CITY OF LIVE OAK

CITY OF MARIANNA

ORLANDO UTILITIES COMMISSION

PALATKA GAS AUTHORITY

CITY OF PERRY

CITY OF STARKE

CITY OF SUNRISE

CITY OF VERO BEACH

CITY OF WILLISTON

Dated as of March 25, 2011

TABLE OF CONTENTS

ARTICLE I Purpose; Duration; Effective Date.....2
 Section 1. Purpose of this Agreement.....2
 Section 2. Duration.....2
 Section 3. Dissolution of FGU.....3
 Section 4. Liquidation.3
 Section 5. Effective Date.3
ARTICLE II Powers3
ARTICLE III Members7
 Section 1. Membership.....7
 Section 2. Duties of Members.7
 Section 3. Addition or Withdrawal of Members.....7
ARTICLE IV Board of Directors; Executive Committee8
 Section 1. Board of Directors.8
 Section 2. Duties of the Board of Directors.9
 Section 3. Meetings of the Board of Directors.....9
 Section 4. Quorum and Voting.....9
 Section 5. Vacancies on the Board of Directors.....11
 Section 6. Bylaws.....11
 Section 7. Executive Committee.12
 Section 8. Duties and Powers of the Executive Committee.....13
 Section 9. Meetings by Electronic Communications.....14
ARTICLE V Officers.....14
 Section 1. Number, Titles and Term of Office.....14
 Section 2. Powers and Duties of the Chair of the Board.....14
 Section 3. Powers and Duties of the Vice Chair of the Board.15
 Section 4. General Manager.....15
 Section 5. Chief Financial Officer.....15
 Section 6. Secretary.....15
 Section 7. Resignation.....16
 Section 8. Removal of Officers.16
ARTICLE VI Special Projects.....16
 Section 1. Special Projects.....16
 Section 2. Termination of Projects.....16
ARTICLE VII Miscellaneous17
 Section 1. Recovery of Costs.....17
 Section 2. Accumulated Net Revenues.17
 Section 3. Fiscal Control.17
 Section 4. Filing with Clerk of Circuit Court.18
 Section 5. Amendments.....18
 Section 6. Prohibited Transactions with Staff.18

Section 7. Seal.....18
Section 8. Effect on Prior Agreement.18
Section 9. Execution in Counterparts.....18

THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT made and entered into as of this 25th day of March, 2011, by and among City of Blountstown, City of Chipley, City of Clearwater D/B/A Clearwater Gas System, City of Crescent City, City of DeFuniak Springs, Florida Municipal Power Agency, City of Fort Meade, Fort Pierce Utilities Authority, City of Gainesville D/B/A Gainesville Regional Utilities, City of Homestead, Town of Jay, Kissimmee Utility Authority, City of Lake City, City of Lake Worth, City of Lakeland, City of Leesburg, City of Live Oak, City of Marianna, Orlando Utilities Commission, Palatka Gas Authority, City of Perry, City of Starke, City of Sunrise, City of Vero Beach, City of Williston, and which may be subsequently entered into by assumption of the rights and responsibilities of this Third Amended and Restated Interlocal Agreement by other cities or utility authorities, commissions or similar entities from time to time, pursuant to Article III, Section 3 hereof (collectively, "Members").

WITNESSETH:

WHEREAS, Florida Gas Utility was formed by Interlocal Agreement on September 1, 1989, which was subsequently amended by the Amended Interlocal Agreement on June 1, 1992, and which was amended and restated by Amended and Restated Interlocal Agreement as of July 1, 1996 and on July 27, 1999 ("Interlocal Agreement"); and

WHEREAS, the parties to the Interlocal Agreement have agreed to modifications to reflect certain agreed upon changes thereto; and

WHEREAS, in addition and supplemental to their other powers, the undersigned parties, pursuant to Chapter 163, Part I, Florida Statutes, as amended, commonly known as the "Florida Interlocal Cooperation Act of 1969," are authorized and empowered to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits to flow to each other, and to the citizens of the State of Florida, and in consideration of the mutual covenants, promises and agreements herein contained, the Members hereby agree with each other to amend and restate in its entirety the Interlocal Agreement by this Third Amended and Restated Interlocal Agreement (herein, the "Agreement" or the "Interlocal Agreement") as follows:

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March 25, 2011

ARTICLE I
Purpose; Duration; Effective Date

Section 1. Purpose of this Agreement.

The purpose of this Agreement is to create a legal entity constituting a public body corporate and politic under Section 163.01 of Chapter 163, Part I, Florida Statutes, as amended, composed of the Members, to be known as Florida Gas Utility ("FGU").

FGU is formed to undertake the acquisition, financing, constructing, managing, operating, delivering, servicing, utilizing, owning, brokering, exchanging, and distributing natural gas, manufactured gas, fossil fuels or other energy and energy sources and interests therein, present and future, of whatever kind or nature, and to exercise all of the powers granted by this Agreement, either within or without the State of Florida.

FGU shall be governed by a Board of Directors and Executive Committee as provided in Article IV. FGU, as directed by its Board of Directors, shall adopt bylaws, rules, regulations, policies and procedures to govern its actions and procedures.

It is not the purpose of this Agreement to transfer ownership of any existing facility from any Member or other entity to FGU.

Section 2. Duration.

This Agreement shall continue in full force and effect, until its termination as provided herein, subject to the right to rescind this Agreement and dissolve FGU as provided by Section 3 of this Article I; provided, however, that termination hereof shall not occur earlier than the date all bonds, notes or other evidences of indebtedness of FGU and the interest thereon shall have been paid in full or adequate provision for such payment shall have been made in accordance with the instruments governing such bonds, notes or other evidences of indebtedness and all other contractual obligations undertaken by FGU, all obligations and liabilities, and all liens, charges and encumbrances to which property of FGU is subject, shall have been satisfied, released or adequately provided for; however, any Member, by written notice to FGU and each of the other Members, may terminate its participation in this Agreement subject to the continuing obligation with respect to any contractual obligations undertaken by such Member, including any obligations with respect to a gas services agreement, a gas supply contract or a project support contract between such Member and FGU, or any similar contract outstanding from time to time, as such contracts may be amended or supplemented from time to time.

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March 25, 2011

Section 3. Dissolution of FGU.

This Agreement shall continue in full force and effect, and FGU shall continue to possess the powers herein conferred upon it, until the parties shall have rescinded this Agreement (in accordance with this Section 3 or it shall terminate with respect to all Members (in accordance with Section 2 of this Article I. Any such termination or rescission of this Agreement shall constitute a dissolution of FGU. Rescission or termination of this Agreement by all Members may only be accomplished by a writing or writings executed by each Member and approved by resolution of each Member's governing body. In no event shall this Agreement or the powers herein granted to FGU be rescinded or terminated until (a) all bonds, notes and other evidences of indebtedness of FGU and the interest thereon shall have been paid or adequate provision for such payment shall have made in accordance with the instruments governing such bonds, notes and other evidences of indebtedness and (b) all contractual obligations undertaken by FGU, all obligations and liabilities, and all liens, charges and encumbrances to which property of FGU is subject shall have been satisfied, released or adequately provided for.

Section 4. Liquidation.

Upon dissolution of FGU, the Executive Committee, under the supervision of the Board of Directors, shall liquidate the business, assets and property of FGU, as expeditiously as possible, and all property of FGU, real, personal, tangible and intangible shall be distributed (a) in the case of property constituting a part of a project of FGU, to the Members participating in such project and in the manner set forth in Section 2 of Article VI hereof, and (b) in the case of all other property of FGU, distribution of the assets will be in accordance with a plan of dissolution approved by the Board of Directors.

Section 5. Effective Date.

This Agreement shall take effect immediately upon its being filed as provided in Section 163.01(11), Florida Statutes.

ARTICLE II
Powers

In order to accomplish the purposes set out above, FGU shall have the power, upon action taken by its Board of Directors, as may be delegated to its Executive Committee by such action, by its bylaws or by the powers granted by this Agreement to:

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March 25, 2011

A. Make and enter into contracts in its own name with its Members, the United States, the State of Florida, foreign states or countries, other public agencies and interlocal agencies and persons, both within and without the State of Florida;

B. Acquire, construct, obtain, receive, purchase, lease, sublease, import, hold, own, use, operate, manage, maintain, pledge, hypothecate, improve, retain, dispose of, sell, donate, trade, transfer, deliver and convey real property and both tangible and intangible personal property inside and outside the State of Florida;

C. Acquire, plan, finance, construct, obtain, receive, purchase, lease or sublease any property and acquire by lease or sublease any property and cause the rentals paid to be certificated and sold, share cost of, hold, own, use, operate, manage, maintain, pledge, hypothecate, improve, retain, dispose of, sell, donate, trade, transfer, deliver and convey any joint supply project or projects and any and all facilities, including all equipment, structures, machinery, and tangible and intangible property, real and personal, useful or incidental to explore for, produce, manufacture, acquire, receive, purchase, contract for, own, use, consume, possess, insure, store, transport, transmit, dispatch, sell, convey, broker, trade, exchange, interchange, deliver, distribute, import, export, encumber, pledge, engage in commodity swaps and otherwise deal in natural gas, manufactured gas, fossil fuels, and other energy and energy sources and interests therein, present and future, of whatsoever kind or nature (collectively, "energy");

D. Acquire, obtain, maintain, hold, own, or dispose of any interest in natural and manufactured gas, fossil fuels and other energy by exploration, production, lease, manufacture, importation, purchase, trade, contract, franchise, futures contract, exchange and interchange;

E. Dispose of supplies of natural and manufactured gas, fossil fuels and other energy by use, consumption, sale, gift, trade, exportation, contract, futures contract, exchange and interchange;

F. Explore for, produce, manufacture, acquire, receive, purchase, contract for, own, use, consume, hold, possess, insure, store, transport, transmit, dispatch, sell, convey, broker, trade, exchange, interchange, deliver, distribute, import, export, encumber, pledge and otherwise deal in natural gas, manufactured gas, fossil fuels, and other energy and interests therein, present and future;

G. Investigate the desirability of and necessity for additional sources of natural gas, manufactured gas, fossil fuels, and other energy, and transmission facilities therefor, and make studies, surveys and estimates as may be necessary to determine the feasibility and cost thereof;

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March 25, 2011

H. Acquire, purchase, lease, receive, trade, construct, manufacture, own, hold, use, operate, manage, maintain, repair, exchange, sell, donate, pledge, hypothecate, transfer, deliver, and convey facilities, systems, apparatus, devices, plants, conduits, pipelines and other real, personal and intangible personal property for the exploration, production, manufacture, importation, storage, transportation, transmission, purchase, receipt, delivery, distribution, sale, exchange and interchange of natural gas, manufactured gas, fossil fuels, and other energy;

I. Acquire, purchase, own, hold, use, broker, lend, borrow, aggregate, disaggregate, pool, relinquish and transfer rights, allocations, franchises, licenses, privileges and choses in action entitling the holder thereof to purchase, store, receive, transport, exchange and deliver natural gas, manufactured gas and fossil fuels and other energy in pipelines;

J. Cooperate with other persons or other entities, public or private, in the development of sources and supplies of natural gas, manufactured gas, fossil fuels, and other energy, and transmission facilities therefor, and give assistance, financial or otherwise, in any such development;

K. Apply to any person or entity, public or private, for consents, permits, authorizations or approvals required for any project undertaken in accordance with this Agreement, and to take all necessary actions to comply with the conditions thereof;

L. Enter into interlocal agreements with other entities, whether or not created by interlocal agreements themselves, if such agreements are useful in the furtherance of this Agreement, to the extent permissible under Florida law;

M. Acquire, hold, use, pledge and dispose of any or all receivables, income, revenues, funds and money;

N. Incur debts, liabilities or obligations which do not constitute debts, liabilities or obligations of the Members, unless specifically agreed by such Members, and, to the extent permissible under Florida law, grant a mortgage or security interest in property acquired through loan proceeds, provided that without each Member's consent, it shall be non-recourse with respect to such Members;

O. Establish, operate and manage a pooled loan project or projects for utilization by FGU or its Members or others duly authorized by FGU;

P. Exercise all powers in connection with the authorization, issuance and sale of bonds and bond anticipation notes as are conferred by Section 163.01(7)(d) of Chapter 163, Part I, Florida Statutes, as amended, and any other applicable provisions of law, and by any such other applicable statute hereafter

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March 25, 2011

adopted, which may include interest rate swaps, collars, caps and other derivative products;

Q. Invest money of FGU not required for immediate use, including, but not limited to, proceeds from the sale of bonds, in such obligations, securities, and other investments as authorized by the investment policies of FGU, any applicable laws and any applicable provisions of any bond resolution or other instruments governing the fund or funds in which the money is deposited;

R. Exercise the power of eminent domain, in the manner authorized by law;

S. Impose fees and charges necessary to discharge its duties and obligations hereunder, and adopt such rules and regulations, policies and procedures and enact bylaws to implement the powers and authorities granted hereby;

T. Procure insurance from such insurers as it deems desirable or to self insure, or both, against risk of loss or liability in connection with its property, operations or assets;

U. Employ, engage, discharge and compensate agents, employees and independent contractors;

V. Sue and be sued in its own name;

W. Enforce all rules, regulations, policies and procedures adopted under the authority of this Agreement, independently, or with the assistance of the Members, and resort to any necessary legal process for this purpose;

X. Grant indemnification to its Directors, members of its Executive Committee, other committees, officers, agents and employees, to the extent permitted by law and in the manner set forth in its bylaws; and

Y. Exercise all such other powers incidental and useful to the furtherance of the purposes of this Agreement and to the exercise of the powers specified herein, and which the Members may exercise in their individual capacities, and any other powers conferred presently or in the future under the laws of Florida.

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ARTICLE III
Members

Section 1. Membership.

Members shall be entitled to representation on the Board of Directors and will be entitled to vote as provided herein.

Section 2. Duties of Members.

To accomplish the purposes of this Agreement, the Members respectively and mutually agree with each other to comply with and abide by all policies as may be established by the Board and operating procedures as established by the Executive Committee. Membership in FGU shall not impair any Member's right to contract with third parties outside FGU for sales and purchases of gas or other energy, except as may otherwise be agreed by any Member.

Section 3. Addition or Withdrawal of Members.

New Members may be added to FGU as provided below, as otherwise provided by the bylaws, or as may be provided by the Board.

1. A prospective Member must be a public agency as defined by Section 163.01(2)(b), Florida Statutes, and qualify for membership under Section 163.01, Florida Statutes, as it may be amended;

2. A prospective Member must execute a document of assumption of all rights and responsibilities as are set forth in this Agreement;

3. A prospective Member must execute a gas services contract with FGU granting to FGU the appropriate powers to enable FGU to perform the services which the Member desires to receive;

4. A prospective Member must be accepted for membership by the Executive Committee which will be effective after fifteen (15) business days written notice to the Board of Directors; and

5. A prospective Member must agree to pay its costs as incurred pursuant to the schedule of rates and charges as established by the Board of Directors, the Executive Committee or as otherwise provided by this Agreement.

Any Member may resign as a member of FGU as provided in this Agreement, in the bylaws or as otherwise authorized by the Board, subject to such further restrictions or to then existing contractual obligations imposed upon such Member or as shall otherwise be agreed to by such Member and FGU.

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Upon compliance with the provisions for resignation as provided herein, in the bylaws and pursuant to all applicable regulatory requirements, and to the extent permitted by law or regulations, and as otherwise provided by the contractual obligations of the Members, including gas services agreements, gas supply contracts, project support contracts or similar contracts, or other contractual agreements between or among some or all of the Members, FGU will transfer or cede back to the departing Member the transportation entitlements that the Member transferred or ceded to FGU as well as the Member's proportional share of any new entitlements secured by FGU for all FGU Members, subject to the provisions of any agreement between the Members and FGU. Such resignation will not extinguish the Member's obligation to make payments to FGU for all expenses and contractual obligations incurred by FGU for the benefit of the Member as provided herein, and for such other obligations as shall be agreed to by such Member and FGU.

ARTICLE IV

Board of Directors; Executive Committee

Section 1. Board of Directors.

The Board of Directors shall be composed of one Director from each of the Members, from which the Board of Directors shall elect a Chair who shall serve at the will of the Board of Directors. The appointment of a Director to represent a Member (sometimes referred to as a "Director Representative") shall be determined by the governing body of each Member. An alternate Director may also be appointed by each Member who shall serve in the absence or inability of a Director to act or serve at any time during that Director's term. The appointment of a Director and an alternate Director shall be made in formal session, shall be reflected in the minutes of the meeting of such Member and a certified copy of such evidence of appointment shall be provided to FGU. Each Director and alternate Director shall serve at the pleasure of the governing body of the respective appointing Member and may be removed as Director and alternate Director at any time by action taken with the same formality as the appointment and with the same such notice to FGU. In case of removal of a Director before completion of the term of such Director, unless the alternate Director shall be available to serve, a successor shall be appointed by the Member to serve for the balance of the term. In the event that a Director has been removed, the alternate Director shall serve until a successor Director has been duly appointed. The membership of the Board shall be known as the Florida Gas Utility Board of Directors, herein called the "Board" or "Board of Directors" or an individual member may be known as a "Director." The Executive Committee, herein "Executive Committee," shall be selected by the Board of Directors as set forth in Section 7 of this Article IV.

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March 25, 2011

Section 2. Duties of the Board of Directors.

FGU shall be governed by the Board of Directors, subject to the powers and authorities delegated to the Executive Committee by this Agreement, the bylaws, or other action of the Board. The Board shall select the Chair in accordance with the voting procedures specified below and may replace the Chair by designating a new Chair. The Board shall establish policies and adopt bylaws necessary to accomplish the purposes of this Agreement. The Board shall also approve the annual budget, however the Executive Committee may approve any amendments to the annual budget to be effective after fifteen (15) business days written notice to each member of the Board of Directors of such proposed revision, together with a copy thereof. Any change to this Agreement, the schedule of fees and charges, the membership policy included in the FGU bylaws, the adoption and amendment of the bylaws to carry out the intent and purposes of this Agreement, and the issuance of any bonds, notes or other such debt obligations of FGU, other than current operating indebtedness shall be approved by the Board. The Executive Committee may carry out the issuance of such debt obligations after initial approval by the Board.

The Board of Directors may by general resolution, delegate to the Executive Committee, powers in addition to the powers set forth in this Agreement and the bylaws, it being the general intent of the bylaws and this Agreement that the Executive Committee shall be responsible for the executive duties and general management of the business, operations and affairs of FGU. The Directors may, by action taken at a duly called Board meeting, however, revoke the delegation of authority for any proposed action by the Executive Committee, including addition of new Members, approval of amendments to the annual budget and acceptance of the annual audit.

Section 3. Meetings of the Board of Directors.

The Chair's function will be to conduct all business meetings of the Board and preside over meetings of the Executive Committee and to perform other activities as directed by the Board or as provided by the bylaws.

The Board shall meet at least one time per year in accordance with the bylaws. Additional Board meetings may be called by the Chair or at the request of one Director, and with the concurrence of three (3) or more Directors polled by the General Manager, with evidence thereof recorded in the minutes of the meeting.

Section 4. Quorum and Voting.

Unless otherwise required by law, a quorum for the purpose of transacting business of FGU by the Board shall be a majority of the weighted voting rights of all

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March 25, 2011

Director Representatives, as determined below. The concurring vote of at least seventy per cent (70%) of such weighted voting rights of those Directors who are present, in person, shall be necessary to decide any question. The weighted votes to be exercised by the Director Representative for each Member, shall be determined as set forth below:

- (1) Membership in FGU will entitle the Director Representative for each Member to at least one (1) vote.
- (2) For each respective meeting of the Board, the Director Representative of a Member shall be entitled to an additional one to ten (1 – 10) vote(s) based on that Member's percentage share, as of the "Determination Time" described below, of total pipeline transportation capacity held by FGU for its Members or otherwise made available to FGU for the purpose of providing gas supply to Members in accordance with the following schedule:

0-2%	1 vote
2.01-6%	2 votes
6.01-15%	3 votes
15.01-30%	4 votes
30.01-50%	6 votes
50.01-75%	8 votes
>75%	10 votes

"Determination Time" shall mean the close of business on the business day next preceding the day on which notice of such meeting of Directors is properly given in accordance with the Bylaws.

- (3) In addition to the voting rights described in clauses (1) and (2) above, a Director Representative shall be entitled to an additional one to ten (1-10) vote(s) based on his or her respective Member's percentage share of the total gas throughput (usage) of FGU's Members for the 12 full calendar months preceding the Determination Time, as determined by FGU staff, subject to the adjustments described below, as allocated in accordance with the following schedule:

0-2%	1 vote
2.01-6%	2 votes
6.01-15%	3 votes
15.01-30%	4 votes
30.01-50%	6 votes
50.01-75%	8 votes
>75%	10 votes

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March 25, 2011

In determining a Member's percentage share of the total gas throughput (usage) for such 12 preceding months for purposes of the foregoing calculations, staff shall exclude historical gas deliveries to such Member that are not scheduled to continue at the same relative levels during the next succeeding 12 consecutive months under either the Member's standard Gas Services Agreement or under ongoing Special Projects.

Notwithstanding the other provisions of this Interlocal Agreement, the Chair or a majority of the Directors, present in person and entitled to vote at any meeting of the Board, whether or not a quorum is present, shall have the power to adjourn such meeting, from time to time, without any notice other than announcement at the meeting of the time and place of the holding of the adjourned meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Director entitled to vote at such meeting. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally called. All notices required by law shall be given.

Notwithstanding the weighted voting procedures described above, the Board shall not approve any amendment to this Interlocal Agreement, except at the Annual Meeting or a special meeting duly called for such purpose, in each case upon at least twenty (20) business days prior written notice to each Member specifying in such notice the amendment or amendments to be approved. Approval of any such proposed amendment shall require the affirmative vote of not less than seventy percent (70%) of all Directors based on the weighted voting procedures set forth in this Section 4.

Section 5. Vacancies on the Board of Directors.

Any vacancy on the Board of Directors shall be filled by the Member who appointed the Director by written notice to FGU (Attention: the Secretary) in accordance with the provisions of Article IV, Section 1 hereof. The filling of any vacancy on the Board of Directors shall be effective upon receipt of such notice.

Section 6. Bylaws.

The Board of Directors shall adopt bylaws governing rules of order and other subjects required for the conduct of FGU's business in a manner not inconsistent with this Agreement.

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March 25, 2011

Section 7. Executive Committee.

The Board of Directors shall select the members of the Executive Committee and alternate members of the Executive Committee, based on nominations from a nominating committee selected by the Chair and on nominations from the floor. Each member of the Executive Committee and each alternate shall be a Director.

The terms of the Executive Committee members, and the method for recall of members shall be as designated in the bylaws. The Board shall select, recall and replace members of the Executive Committee in accordance with the bylaws. The Executive Committee shall be composed of the Chair of the Board, the Vice Chair (each of whom may be selected from any Member classification), two (2) Directors representing municipal gas distributors (LDCs), two (2) Directors representing municipal electric power generators, one (1) at large Director and three (3) or more alternate Directors (each of whom may be selected from any Member classification). Members of the Executive Committee shall serve at the will of the Board.

Concurrently with the selection of regular Executive Committee members, the Board shall designate three (3) or more alternate members of the Executive Committee (each an "alternate"), each of whom shall be a Director selected from any Member classification. Alternate members of the Executive Committee, in the order of priority designated by the Board, shall fill any vacancy on the Executive Committee if a member or members of the Executive Committee shall be unavailable to serve for a particular meeting. The alternates shall only serve upon the inability or failure of a regular member of the Executive Committee to attend a particular meeting for any reason.

Members of the Executive Committee and such alternates shall be subject to recall by the Board regardless of whether or not the member's or alternate's term has expired. If an individual ceases to be a Director for any reason, he or she shall also concurrently cease to be a member of the Executive Committee and will be succeeded in office by the first alternate described below. If a regular member of the Executive Committee resigns or ceases to be a Director, the first alternate member then remaining (based on the succession priority established by the Board) shall automatically become a regular member of the Executive Committee for the departing member's remaining term, or until a new regular member of the Executive Committee is elected by the Board.

The Executive Committee shall meet at least one time per quarter or more often if necessary upon call of the Chair, or upon request of two (2) or more members of the Executive Committee. Any such meeting may be cancelled as provided in the bylaws. Five (5) members of the Executive Committee shall

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March 25, 2011

constitute a quorum. Each member of the Executive Committee will have one (1) vote and the vote of a majority of those members of the Executive Committee who are present shall be necessary to decide any question.

Section 8. Duties and Powers of the Executive Committee.

The Executive Committee shall have the authority to manage the executive and business affairs of FGU directly or through a contract with a Member for management services, or through a combination of direct management and contractual services. The Executive Committee shall have all of the power and authority granted by this Agreement and as provided by the bylaws or other action of the Board, and not reserved exclusively to the Board. The Executive Committee may make revisions to the annual budget for FGU which will be effective after fifteen (15) business days written notice to each member of the Board of Directors of such proposed revision, together with a copy thereof. The Executive Committee shall establish all operating procedures necessary to conduct the daily business of FGU and shall have the authority to approve all contracts on behalf of the Board and to delegate the approval of operational contracts as necessary to facilitate the daily business of FGU. The Executive Committee shall approve all operating procedures used by FGU in carrying out its duties and obligations. The Executive Committee shall have the authority to direct the Chair of the Board or the General Manager to execute all contracts approved in accordance with this Agreement or the bylaws and to direct FGU's staff to execute all operational contracts whether specifically approved by the Executive Committee or approved by staff in accordance with operating procedures established by the Executive Committee.

The Executive Committee shall appoint a General Manager for FGU subject to approval by the Board of Directors. The General Manager may be a direct employee of FGU, an employee of a Member providing management services under contract to FGU, a contract employee of FGU or a contract employee of a Member providing management services under contract to FGU. The General Manager may select or hire agents or employees as the Executive Committee may from time to time determine to be necessary to follow the policies of the Board, but except for the General Manager, the Executive Committee shall have no direct supervisory authority over any direct employee of FGU, any employee of a Member providing management services under contract to FGU, or any contract employee of a Member or FGU.

The business and affairs of FGU shall be managed by the General Manager under the general direction of the Executive Committee through the Chair in accordance with policies established by the Board of Directors, and subject to the restrictions imposed by law and this Agreement. The General Manager shall receive direction from the Chair on behalf of the Executive Committee but shall not

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March 25, 2011

receive direction from any single member of the Executive Committee except through the Chair.

The Executive Committee may accept and disburse funds for FGU on behalf of the Board which are appropriated to FGU either by any governmental body or from whatever source.

The Executive Committee may apply for and receive grants and donations of all kinds on behalf of FGU, and it may expend all such funds for any lawful purpose consistent with the general purposes and policy of the Board.

Section 9. Meetings by Electronic Communications.

Meetings of the Board of Directors, except for the Annual Meeting, and meetings of the Executive Committee may be held by telephonic conference call or other electronic communications by means of which all persons participating in the meeting can hear the other at the same time. Participation by such means shall constitute presence in person at a meeting.

ARTICLE V

Officers

Section 1. Number, Titles and Term of Office.

The officers of FGU shall be a Chair of the Board, a Vice Chair of the Board, a General Manager, a Chief Financial Officer and a Secretary, and such other officers as the Board of Directors may from time to time elect or appoint or as provided by the bylaws. The Chair, the Vice Chair and the Secretary shall each hold office for a term of two (2) years or as such term may be extended by the Board of Directors until such officer's successor shall be duly elected and shall qualify or until such officer's death or until such officer shall resign or shall have been removed or as shall otherwise be provided by the bylaws. The Chair and Vice Chair shall not be entitled to serve a successive, consecutive term after serving for two (2) consecutive terms of two (2) years each. The offices of General Manager and Secretary may be held by the same person. Except for the Chair and the Vice Chair, no officer need be a Director.

Section 2. Powers and Duties of the Chair of the Board.

The Chair of the Board shall preside at meetings of the Board and the Executive Committee. In the event the Chair cannot be present at a meeting, the Vice Chair shall perform this responsibility, or in the absence of the Vice Chair, another Director designated by the Chair, or Vice Chair, as the case may be, shall preside. The Chair shall have the power and authority to execute all documents on

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March 25, 2011

behalf of and bind FGU for all lawful obligations, and shall have all other powers and authorities granted to the General Manager.

Section 3. Powers and Duties of the Vice Chair of the Board.

The Board of Directors may appoint and assign areas of responsibility to the Vice Chair of the Board, and, in such event, and subject to the overall direction of the Chair of the Board and the Board of Directors, the Vice Chair of the Board shall be responsible for supervising the management of the affairs of FGU assigned to the Vice Chair. In the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice Chair of the Board shall perform the duties of the Chair, and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. Further, the Vice Chair of the Board shall have such other powers and duties as designated in accordance with the bylaws and as from time to time may be assigned to the Vice Chair of the Board by the Board of Directors or the Chair of the Board.

Section 4. General Manager.

The General Manager shall be the chief executive officer of FGU and, subject to the general direction of the Executive Committee and in accordance with its operating procedures, shall have general executive charge of the properties, business and operations of FGU with all such powers as may be reasonably incident to such responsibilities, shall execute all leases, contracts, bonds and other evidence of indebtedness and other obligations in the name of FGU and shall have such other powers and duties as designated in accordance with the bylaws or as are from time to time assigned or delegated to the General Manager by the Executive Committee.

Section 5. Chief Financial Officer.

The Chief Financial Officer shall have the custody of all funds and accounts of FGU and maintain complete and accurate financial records of all transactions, prepare financial statements, have the authority to execute all leases, contracts, bonds and other evidence of indebtedness and other obligations in the name of FGU and perform such other duties and have such other authority and powers as the Board may from time to time prescribe or as the General Manager may from time to time delegate. The Chief Financial Officer shall function under the general direction of the General Manager and in accordance with FGU policies and procedures.

Section 6. Secretary.

The Secretary shall keep the minutes of all meetings of the Board of Directors, the Executive Committee and all other committees of the Board of

Execution Copy
March 25, 2011

Directors in books provided for that purpose; shall attend to the giving and serving of all notices in the name of FGU; shall have charge of the books and papers of FGU as the Board of Directors may direct, all of which shall be open for inspection by any Director during normal business hours at the principal office of FGU, upon advance written request to the Chair; shall have such other powers and duties as designated in the bylaws and as from time to time may be assigned to the Secretary by the Board of Directors, the Chair of the Board, and the Vice Chair of the Board; and shall in general perform all acts incident to the office of Secretary, subject to the control of the Board of Directors, the Chair, or the Vice Chair.

Section 7. Resignation.

Any officer may at any time resign his office by the delivery of a resignation in writing to FGU (Attention: the Secretary). Such resignation shall be effective upon receipt or such later time as FGU shall approve, and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 8. Removal of Officers.

Any officer may be removed from office at any time in accordance with the bylaws.

ARTICLE VI
Special Projects

Section 1. Special Projects.

The Board may agree to undertake a project involving investment of capital, other than minor capital expenditures, and for the investigations of the desirability of establishing a project or taking other action ("Study Project") and may elect to establish a separate budget or budgets for such projects. All Members shall be afforded an opportunity to participate on an equitable basis in any project and the Board may permit other public entities to participate. When a project is operational, if less than all Members, or if non-members, are participants, FGU may maintain a separate subsidiary operating account on each such project which will demonstrate the financial relationship between the project and FGU's general operating budget. Special projects shall be implemented and carried out as provided by the Executive Committee.

Section 2. Termination of Projects.

Upon the termination of any project of FGU (other than a Study Project) and after:

Execution Copy
March 25, 2011

A. all bonds, notes or other evidences of indebtedness of FGU with respect to such project, and the interest thereon, shall have been paid or adequate provision for such payment made in accordance with the provisions of such bonds, notes or other evidences of indebtedness, and

B. all contractual obligations undertaken by FGU with respect to such project and all liens, charges and encumbrances to which the property constituting a part of such project is subject shall have been satisfied, released or adequately provided for,

then all property, real, personal, tangible and intangible of FGU constituting a part of such project shall promptly be divided among and distributed to the parties participating in such project in the proportion that each party's participation in such project bears to the participation of all parties participating in such project, or in such other manner as such parties shall agree.

ARTICLE VII Miscellaneous

Section 1. Recovery of Costs.

FGU shall be a not-for-profit entity, whose actual operating costs will be reimbursed by the Members and customers in accordance with policies adopted by the Board. In addition, each Member will be obligated to reimburse FGU for its share of all gas or other energy supply, transportation and other costs incurred by FGU for the primary benefit of such Member in accordance with the bylaws and policies adopted by the Board.

Section 2. Accumulated Net Revenues.

After all expenses and obligations of FGU are provided for, any surplus revenue over and above expenses of FGU and any reserve fund established by the Board and funded by the budget will be proportionately returned to the Members or other entity in accordance with the bylaws and policies adopted by the Board, or as provided by any bond resolution or trust indenture adopted by FGU for the issuance of bonds or other indebtedness.

Section 3. Fiscal Control.

FGU shall maintain its financial records in accordance with generally accepted accounting principles. An annual budget shall be adopted by the Board. All financial activities shall be audited by a certified public accountant at the conclusion of each fiscal year. Members shall be furnished copies of the annual audit and all other financial records they may from time to time request.

Execution Copy
March 25, 2011

Section 4. Filing with Clerk of Circuit Court.

A copy of this Agreement and all subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of the County where FGU maintains its principal place of business.

Section 5. Amendments.

This Agreement may be amended when initiated by any Director by notifying the Board and providing the text of the proposed change in writing to the Board at least twenty (20) business days prior to a vote thereon. No proposed amendment shall be effective unless approved by a weighted vote of seventy per cent (70%) of the Member votes of FGU as specified in Article IV, Section 4 hereof.

Section 6. Prohibited Transactions with Staff.

Except for routine communications dealing with service personnel pursuant to gas service or supply agreements, no Director, member of the Executive Committee, in each case, except for the Chair, or Member shall give orders or directives to the staff of FGU.

Section 7. Seal.

The Board of Directors may adopt a seal of FGU and shall have the authority to change or alter such seal.

Section 8. Effect on Prior Agreement.

This Agreement amends in its entirety and supersedes and shall take the place of the Interlocal Agreement dated September 1, 1989, the Amended Interlocal Agreement dated June 1, 1992, the Amended and Restated Interlocal Agreement dated as of July 1, 1996 and the Second Amended and Restated Interlocal Agreement dated as of July 27, 1999.

Section 9. Execution in Counterparts.

This Agreement may be executed in any number of counterparts and the counterparts collectively shall constitute the agreement of the parties.

Execution Copy
March 25, 2011

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

THE CITY OF BLOUNTSTOWN
a Municipal Corporation

ATTEST:

Traci S. Hall

By: RW Pearson

Approved as to Form and Legality

By: [Signature]

#9828727_v4

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

THE CITY OF CHIPLEY
a Municipal Corporation

ATTEST:

Patrice Yates

By: Linda Cain

#9828727_v4

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank V. Hibbard

Frank V. Hibbard
Mayor

By: William B. Horne II

William B. Horne II
City Manager

Approved as to form:

Laura Mahony

Laura Mahony
Assistant City Attorney

Attest:

Rosemarie Call

Rosemarie Call
City Clerk



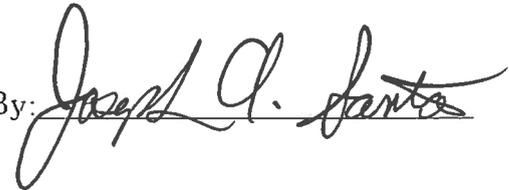
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IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

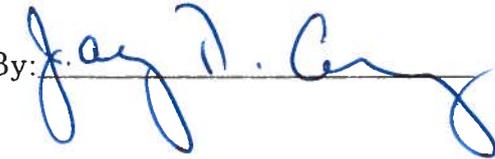
CITY OF CRESCENT CITY
a Municipal Corporation

ATTEST:



By: 

Approved as to Form and Legality

By: 

#9828727_v4

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

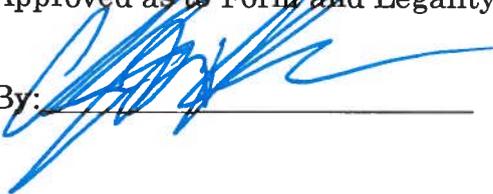
CITY OF DEFUNIAK SPRINGS
a Municipal Corporation

ATTEST:



By: C. Harold Sargent

Approved as to Form and Legality

By: 

#9828727_v4

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

FLORIDA MUNICIPAL POWER AGENCY

ATTEST:

Sue Utley

By: [Signature]

Approved as to Form and Legality

By: [Signature]

#9828727_v4

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

THE CITY OF FORT MEADE
a Municipal Corporation

ATTEST:

Phyllis Kirk

By: James Watt

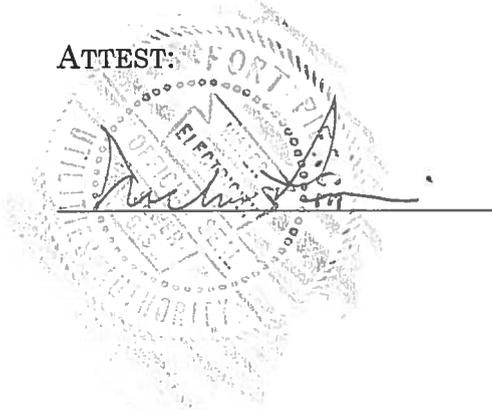
Approved as to Form and Legality

By: [Signature]

#9828727_v4

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

ATTEST:



#9828727_v4

FORT PIERCE UTILITIES AUTHORITY

By: _____

Approved as to Form and Legality

By: _____

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

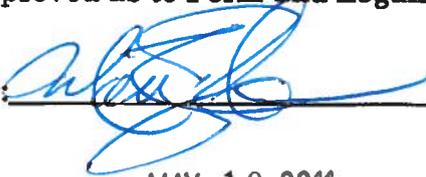
CITY OF GAINESVILLE, D/B/A
GAINESVILLE REGIONAL UTILITIES

ATTEST:



By: Craig Howe

Approved as to Form and Legality

By: 

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IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

THE CITY OF HOMESTEAD
a Municipal Corporation

ATTEST:

Elizabeth Sewell

#9828727_v4



By: _____

Approved as to Form and Legality

By: _____



IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

THE TOWN OF JAY
a Municipal Corporation

ATTEST:

Linda Carden

By: [Signature]

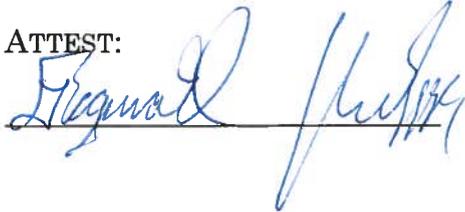
Approved as to Form and Legality

By: [Signature]

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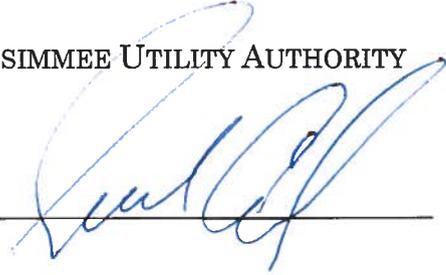
IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

ATTEST:



KISSIMMEE UTILITY AUTHORITY

By: _____



Approved as to Form and Legality

By: _____



#9828727_v4

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

THE CITY OF LAKE CITY
a Municipal Corporation

ATTEST:

Audrey E. Sikes

By: Steph M. Will

Approved as to Form and Legality

By: Herbert F. Darby

Herbert F. Darby

#9828727_v4

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

THE CITY OF LAKE WORTH
a Municipal Corporation

ATTEST:

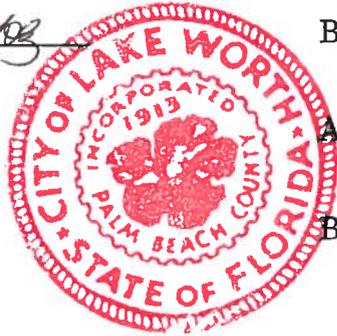
Daniela J. Lopez

By: *[Signature]*

Approved as to Form and Legality

By: *[Signature]*

Elaine A. Humphreys
City Attorney



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RECEIVED

SEP 16 2011

FGU

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

ATTEST:

Kelly S. Koos

Kelly S. Koos, City Clerk



CITY OF LAKELAND
a Municipal Corporation

By: Gow B. Fields

Gow B. Fields, Mayor

Approved as to Form and Legality

By: Timothy J. McCausland

For Timothy J. McCausland, City Attorney

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

CITY OF LEESBURG
a Municipal Corporation

ATTEST:

Betty M Richardson

By: Bill Pott

Approved as to Form and Legality

By: Paul A. ...

#9828727_v4

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

CITY OF LIVE OAK
a Municipal Corporation

ATTEST:

John W. Bell

By: A E Farley

Approved as to Form and Legality

By: Ernest Seew



IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

ATTEST:



K. J. Applegate

#9828727_v4

THE CITY OF MARIANNA
a Municipal Corporation

By: John E. Roberts

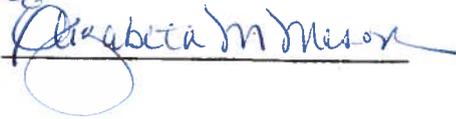
Approved as to Form and Legality

By: Frank E. Sandhuant
City Attorney

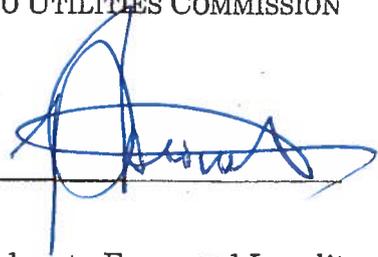
IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

ORLANDO UTILITIES COMMISSION

ATTEST:

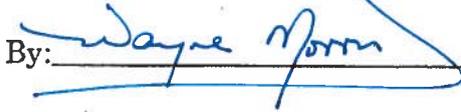


By: _____



Approved as to Form and Legality

By: _____



#9828727_v4

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

ATTEST:

Andrea H. Jutch

#9828727_v4

PALATKA GAS AUTHORITY

By: [Signature]

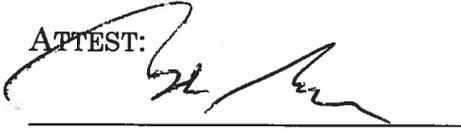
Approved as to Form and Legality

By: [Signature]

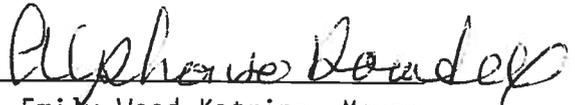
IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

CITY OF PERRY

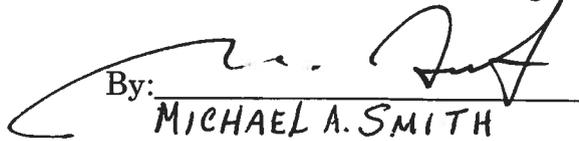
ATTEST:



Bob Brown, City Manager

By: 
Emily Weed Ketring, Mayor
ALPHONSO DOWDELL, VICE MAYOR
Approved as to Form and Legality

#9828727_v4

By: 
MICHAEL A. SMITH
CITY ATTORNEY

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

THE CITY OF STARKE
a Municipal Corporation

ATTEST:

Linda W Johns

Linda W. Johns, City Clerk

By: Travis V Woods

Travis V. Woods, Mayor

Approved as to Form and Legality

By: Terence Brown

for Terence Brown, City Attorney

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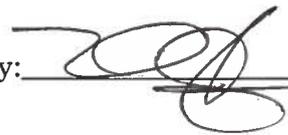
IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

ATTEST

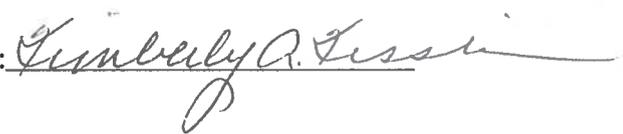
Felicia Bravo, City Clerk

#9828727_v4

CITY OF SUNRISE

By: 

Approved as to Form and Legality

By: 

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

CITY OF VERO BEACH

ATTEST:

By: James K. Wood
City Clerk

By: [Signature]
Mayor

By: [Signature]
Interim City Manager

Approved as to Form:

By: Wayne R. Conner
Acting City Attorney
Vero Beach, Florida

#9828727_v4

IN WITNESS WHEREOF, the Members have entered into this Agreement and have caused it to be executed by their duly authorized officers.

THE CITY OF WILLISTON
a Municipal Corporation

ATTEST:

Lisa M. Mack
Lisa M. "Nan" Mack
City Clerk

By: [Signature]

Approved as to Form and Legality

By: [Signature]

#9828727 v4

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, CFO
SUBJECT: Resolution No. 2040-2019 Revising Electric Rates
DATE: September 16, 2019

ACTION REQUESTED

Adopt Resolution No. 2040-2019 revising the electric rates for Beaches Energy Services.

BACKGROUND

For the past several years, Beaches Energy Services has been diligently rebuilding our electric distribution system to improve customer service and reliability. Periodically we have adjusted the operations and maintenance portion of our rates to reflect operating costs. Since March of 2010, the total rate charged to the customer has decreased by \$27 per 1,000-kilowatt hours. We accomplished this reduction by decreasing the bulk power cost adjustment to reflect decreases in the cost of power purchased for resale by Beaches Energy Services.

Following a recent internal rate review, staff is proposing to increase the non-fuel portion of the energy rate by \$2.00 per thousand kilowatt-hours to offset the increase in operating costs and planned capital improvements.

At the same time, we will reduce the bulk power cost adjustment by \$3.00 per thousand kilowatt-hours, which will equal a net dollar decrease of \$1.00 per 1,000-kilowatt hours. After this change, the cumulative reduction in electric rates since 2010 will be \$28 per 1,000-kilowatt hours.

In addition to this overall rate reduction, the City is also passing its energy cost savings on to our customers by suspending the bulk power cost portion of the electric rate during the month of October. A total estimated \$1.7 million will be returned to our customers. The average residential customer's bill will be reduced by \$20 to \$35 in this one-time credit.



Memo to Michael Staffopoulos
Electric Rates Revision
September 16, 2019

Page 2

If approved the revised electric rates will be effective in November. The net reduction of \$1 per 1,000-kilowatt hours will result in additional savings. Residential customers should see an average decrease of \$10 to \$15 annually per residential customer, and much more for commercial customers depending upon their usage.

The chart below shows the change a residential customer will pay for 1,000-kilowatt hours of electricity.

Rate Component	<i>Before Change</i>	<i>After Change</i>
Residential Base Charge	\$4.50	\$4.50
KWh Base Charge	\$81.57	\$83.57
Bulk Power Cost Adjustment	\$24.84	\$21.84
Total Rate Billed per 1,000 kwh	\$110.91	\$109.91

RECOMMENDATION

Adopt Resolution No. 2040-2019 revising electric rates for Beaches Energy Services.

Introduced by: _____

Adopted: _____

RESOLUTION NO. 2040-2019

**A RESOLUTION REVISING ELECTRIC RATES FOR
BEACHES ENERGY SERVICES.**

WHEREAS, the City desires to establish electric rates, charges, and fees for Beaches Energy Services by resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF JACKSONVILLE BEACH AS FOLLOWS:**

Section 1. That the schedule of fees, and charges for the electric utility previously established by Resolution No. 2028-2019 be revised as follows:

A. Monthly Electric Rates. The following schedule of rates and charges to be imposed, assessed and collected by the City for electric energy, facilities and services furnished by the City to its consumers, including the initial cut-in charges, deposit, line extension and other connection and service charges, is hereby adopted and established:

1. Residential service as defined in section 32-56 for the following:
 - a. *Character of service.* Alternating current; regulated frequency of sixty (60) cycles; delivered at approximately 120/240 volts, 3-wire, single-phase; or 3-phase, 4-wire service, as available and at the option of the City.
 - b. *Available.* In Jacksonville Beach, Neptune Beach, Ponte Vedra Beach, Palm Valley and other territories served by the City.
 - c. *Monthly meter reading.* All quantities of electrical energy shown by regular monthly watt-hour meter readings to have been delivered shall be charged for at the following rate in subsection d.
 - d. *Rate per month:*
 - i. Customer service charge...\$4.50
 - ii. Energy charge (all kWh), per kWh ...**\$0.08357**
 - e. *Minimum monthly bill.* A minimum monthly electric bill shall be rendered to each consumer whose application has been approved for residential service for an amount equal to the customer service charge.
 - f. *Bulk Power Cost Base (BPCB).* Those power related costs that are embedded within the base rate stated in cost per kilowatt-hour.
 - g. *Bulk Power Cost Adjustment (BPCA).* The amount per kilowatt hour by which the rate billed for consumption of electrical energy increases or decreases the Bulk Power Cost Base rate in order to recover the actual cost of the bulk power supply of electricity to the City as approved by the City Manager.

- h. Bulk Power Cost True-Up (BPCT). The difference between the bulk power cost actually incurred (BPC) and the bulk power cost recovered through the bulk power cost base (BPCB) and the bulk power cost adjustment (BPCA).
 - i. Rate Stabilization Account (RSA). Extraordinary power cost recoveries, other than routine wholesale true-ups, may be deposited into or withdrawn from a Rate Stabilization Account to be used to offset sudden and temporary changes in the cost of power. The City may retain unusual or extraordinary power cost recoveries in excess of amounts transferred to the rate stabilization account at its discretion but can only use these moneys for items which are directly related to the electric utility.
 - j. Calculation of BPCA-The bulk power cost adjustment is the difference between the bulk power costs and the bulk power cost base (all stated in cost per kilowatt hour) as determined periodically. The formula for the calculation of the bulk power cost adjustment per kilowatt hour is calculated as follows: $(BPC + BPCT + RSA) / \text{kilowatt hours sold} - BPCB = BPCA$ per kilowatt hour.
2. General service non-demand service as defined in section 32-56 for the following:
- a. *Character of service.* Alternating current; regulated frequency of sixty (60) cycles, delivered at approximately 120/240 volts, 3-wire, single-phase; 4-wire, 3- phase, 240 or 208 volts, as available, and at the option of the City.
 - b. *Available.* In Jacksonville Beach, Neptune Beach, Ponte Vedra Beach, Palm Valley and other territories served by the City.
 - c. *Monthly meter reading.* All quantities of electrical energy shown by regular monthly watt-hour meter readings to have been delivered shall be charged for at the rate in subsection d.
 - d. *Rate per month:*
 - i. Customer service charge ...\$ 6.00
 - ii. Energy charge (all kWh), per kWh ...**\$0.08357**
 - e. *Minimum monthly bill.* A minimum monthly electric bill shall be rendered to each consumer whose application has been approved for general service non-demand service for an amount equal to the customer service charge.
 - f. Bulk Power Cost Base (BPCB). See Section 1.A.1.f.
 - g. Bulk Power Cost Adjustment (BPCA). See Section 1.A.1.g.
 - h. Bulk Power Cost True-Up (BPCT). See Section 1.A.1.h.
 - i. Rate Stabilization Account (RFA). See Section 1.A.1.i
 - j. Calculation of BPCA. See Section 1.A.1.j. Limitations applicable to all classes of service: Auxiliary and standby service or resale of electric energy delivered by the City shall not be permitted except by written consent expressly authorized by the City Council.
3. General service demand as defined in section 32-56 for the following:
- a. *Character of service.* AC, 60 cycles, single or 3-phase, 120/208 volts and above as required and as available.
 - b. *Available.* Within the service area of the electric utility of the City.
 - c. *Monthly meter reading.* All quantities of electrical energy shown by regular monthly watt-hour meter readings to have been delivered shall be charged for at the following rate in subsection d.

- d. *Rate per month*: The charge per month shall consist of the total of the demand, energy, and customer service charge as follows:
 - i. Customer service charge ...\$16.25
 - ii. Demand charge (all kWh), per kW ...\$8.50
 - iii. Energy charge (all kWh), per kWh ...\$0.06927
- e. *Minimum bill*. The minimum bill shall be equal to the customer service charge.
- f. *High load factor credit*. The monthly per kW demand credit to those general service demand customers whose annual load factor is as follows:

TABLE INSET:

Load Factor	Monthly Demand Credit
15 percent & higher	\$2.00 per kW demand charged
70 to 74 percent	\$1.50 per kW demand charged
65 to 69 percent	\$1.00 per kW demand charged
60 to 64 percent	\$0.50 per kW demand charged

The load factor will be established after the initial twelve (12) months of service for new customers and the previous twelve (12) months for existing customers. Existing demand customers' load factor will be reviewed and recalculated annually.

- g. Bulk Power Cost Base (BPCB). See Section 1.A.1.f.
 - h. Bulk Power Cost Adjustment (BPCA). See Section 1.A.1.g.
 - i. Bulk Power Cost True-Up (BPCT). See Section 1.A.1.h.
 - j. Rate Stabilization Account (RSA). See Section 1.A.1.i.
 - k. Calculation of BPCA. See Section 1.A.1.j.
 - l. Should the customer demonstrate that the future metered demand is expected to be reduced below the fifty (50) kW thresholds then the customer's account may be reclassified to either residential or general service, as applicable, at the option of the City.
4. Rental lights. Rental lights will be furnished on sites approved by the City electric department, including installation, maintenance, replacement when necessary, and electrical energy consumed, including a rate schedule as provided by City resolution.

B. Installation charges.

- 1. *Underground installation charges*. Jacksonville Beach and other service areas: Underground residential installation, single-phase, 240-volt, 125-ampere, up to and including 200 ampere service class:
 - a. Initial charge for new installation in this class...\$400.00
 - b. Initial installation charge, additional apartments or services on the same service line, whether new or existing, each ...\$5.00

- c. Service replacement as the result of additional demand:
 - i. Customer may at his/her option obtain the services of a licensed electrician to install necessary wiring from meter to the termination point designated by the City. Charge for initial cut-in when complete service is installed by an electrical contractor...\$20.00
 - ii. Customer may request that his/her service be increased to a maximum 200-ampere single-phase class for residential use. Charge for this service performed by the City ...\$200.00
 - d. Temporary service charge... \$20.00
 - e. All underground services other than residential 125-ampere through 200- ampere single-phase must be installed by a licensed electrician from meter to the termination point designated by the City.
 - f. Underground service laterals. All underground service laterals to be installed by the utility shall be installed in a conduit provided at owner expense, size, and quantity to be determined by the utility.
2. *Overhead installation charges.* Jacksonville Beach and other service areas: Overhead installation charge when permitted, single-phase, 240-volt, up to and including 200- ampere class:
- a. Initial charge for new installation in this class ...\$50.00
 - b. Initial installation charge, additional apartments or services on the same service line, whether new or existing, each ...\$5.00
 - c. Temporary service charge ...\$20.00
3. *Overhead installations over two hundred amperes.* Jacksonville Beach and other service areas: Overhead installation, when permitted, other than single-phase or in excess of 200-ampere class:
- a. Initial installation charge shall be the estimated actual cost of such service as determined by the electrical utility.
 - b. Initial installation charge, additional apartments or services on the same service line, whether new or existing, each ... \$5.00
 - c. Temporary service: Temporary service charge shall be the estimated actual cost of such service as determined by the electric utility.
 - d. Service replacements as the result of additional demand: Installation charge shall be the estimated actual cost of such service as determined by the electric utility.
4. *City and other service areas.* Available to customers having a three-phase demand meter and providing for customer's access to meter real time energy and demand values. Initial charge for installation of a KYZ contact assembly...\$170.00

C. Fuel adjustment and rates for service outside limits.

- 1. Bulk Power Cost Base (BPCB). See Section 1.A.1.f.
- 2. Bulk Power Cost Adjustment (BPCA). See Section 1.A.1.g.
- 3. Bulk Power Cost True-Up (BPCI). See Section 1.A.1.h.
- 4. Rate Stabilization Account (RSA). See Section 1.A.1.i.
- 5. Calculation of BPCA. See Section 1.A.1.j.

6. Rates for service outside limits. The rates to be charged and collected by the city for electric energy furnished by the City to customers outside of its corporate limits shall be such as are fixed by the City, to be applicable within certain designated areas, or upon a schedule adopted for such specific extensions as may be constructed by the City or by contract with any person taking electric energy from the City through their own or through the City's distribution system.

D. Testing of meters; payment of costs; special readings.

Upon written notice a meter will be tested by the City and in the event the meter when tested is found to be not more than two (2) percent fast, the expense of the test shall be paid by the customer at a cost of ten dollars (\$10.00); otherwise, the expense of the test will be borne by the City and billing adjustments for a period not to exceed six (6) months will be made. Special meter readings requested by the customer will be made upon application and upon payment of ten dollars (\$10.00) to the City.

Section 2. All Resolutions in conflict with this resolution are hereby repealed.

Section 3. This resolution shall take effect November 1, 2019.

AUTHENTICATED this _____ day of _____, AD, 2019.

William C. Latham,
MAYOR

Laurie Scott,
CITY CLERK

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6263

www.jacksonvillebeach.org

MEMORANDUM

TO: Michael J. Staffopoulos, City Manager

FROM: Ann Meuse, Human Resources Director

SUBJECT: Second Reading of Ordinance Number 2019-8124, amending Employee Benefits and Leave Policy to provide for an additional paid holiday.

DATE: September 16, 2019

ACTION REQUESTED

Adopt Ordinance Number 2019-8124, amending Employee Benefits and Leave Policy to provide for an additional paid holiday. This will add Christmas Eve as an official paid holiday observed by the City.

BACKGROUND

In order for the City to retain and attract the most qualified employees and staff and remain competitive in the market place, the City surveyed similarly situated municipalities regarding their paid holidays and benefits. All of the municipalities surveyed recognize Christmas Eve as an official paid holiday, whereas the City does not. Attached is a copy of the survey.

In order to bring the City's paid holidays to a level consistent with other similarly situated municipalities, the City is recommending that Christmas Eve be added as an official paid holiday. The estimated cost to add this holiday is approximately \$188k including fire personnel. No budget adjustment is currently proposed since the City budgets 100% of the cost for all authorized positions, both filled and vacant. In the event that the City reaches full staffing, a budget adjustment may be necessary.

RECOMMENDATION

Adopt Ordinance Number 2019-8124, amending Employee Benefits and Leave Policy to provide Christmas Eve as an official paid holiday observed by the City.



Paid Holidays	Jax Beach	Atlantic Beach	Neptune Beach	Jacksonville	St Augustine	St Johns County	Orange Park	Fernandina
New Year's Day	Y	Y	Y	Y	Y	Y	Y	Y
Martin Luther King	Y	Y	Y	Y	Y	Y	Y	Y
President's Day	N	Y	Y	Y	Y	Y	Y	N
Good Friday	N	Y	N	N	Y	Y	N	Y
Memorial Day	Y	Y	Y	Y	Y	Y	Y	Y
Independence Day	Y	Y	Y	Y	Y	Y	Y	Y
Labor Day	Y	Y	Y	Y	Y	Y	Y	Y
Veteran's Day	Y	Y	Y	Y	Y	Y	Y	Y
Thanksgiving Day	Y	Y	Y	Y	Y	Y	Y	Y
Day after Thanksgiving	Y	Y	Y	Y	Y	Y	Y	Y
Christmas Eve	N	Y	Y	Y	Y	Y	Y	Y
Christmas Day	Y	Y	Y	Y	Y	Y	Y	Y
Total Paid Holidays	9	12	11	11	12	12	11	11

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

ORDINANCE NO. 2019-8124

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING EMPLOYEE BENEFITS AND LEAVE POLICY PROVIDING FOR ADDITIONAL PAID HOLIDAY; PROVIDING FOR FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Jacksonville Beach has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida; Chapters 163 & 166, Florida Statutes; and

WHEREAS, in order to recruit and retain the most qualified employees and staff for the City of Jacksonville Beach; and

WHEREAS, the City has reviewed the benefits and paid leave of comparable cities in northeast Florida; and

WHEREAS, the City wishes to remain competitive in the marketplace for similarly situated municipalities; and

WHEREAS, the City respects the need for both Union and Nonunion employees and staff to enjoy rest, relaxation and family.

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

SECTION 1. Recitals. The above recitals are ratified and confirmed as being true and correct and are made a part of this Ordinance and adopted as legislative findings.

SECTION 2. Amendment of Personnel Benefit and Leave Policies. That the Nonunion Employee Personnel Policies and Union Collective Bargaining Agreements are amended for recognized holidays as follows:

SECTION 3. Observed Holidays:

<u>DATE</u>	<u>HOLIDAY</u>
January 1	New Year's Day
3rd Monday in January	Martin Luther King Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
1st Monday in September	Labor Day
November 11	Veteran's Day
4th Thursday in November	Thanksgiving Day
4th Friday in November	Day after Thanksgiving Day
December 24	Christmas Eve
December 25	Christmas Day

SECTION 16. SEVERABILITY. It is hereby declared to be the intention of the City Council for the City of Jacksonville Beach that the sections, paragraphs, sentences, clauses, and phrases of this Code are severable. If any phrase, clause, sentence, paragraph or section of this Code shall be declared to be unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Code.

SECTION 17. CONFLICTING ORDINANCES. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent of conflict or inconsistency herewith.

SECTION 18. EFFECTIVE DATE. This ordinance shall take effect upon its adoption in accordance with applicable law.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2019.

William C. Latham, Mayor

Laurie Scott, City Clerk

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6268

Fax: 904.270.1642

www.jacksonvillebeach.org

Memorandum

To: Mayor and City Council

From: Denise C. May, Interim City Attorney

Date: October 1, 2019

Re: Ordinance 2019-8116 Amendments to Sec. 4-2 Prohibited hours of sale, consumption, and service – First Reading

ACTION REQUESTED:

Adoption of Ordinance 2019-8116 amending section 4-2, "Prohibited hours of sale, consumption, and service" of Chapter 4 "Alcoholic Beverages" of the Code of Ordinances of the City of Jacksonville Beach, Florida.

SUMMARY

After several incidents for disorderly and violent encounters involving restaurants holding state issued Special Restaurant licensing (SRX/SFS) the City Council conducted workshops to address the public safety, health, and welfare concerns related to these establishments.

The City Council held multiple workshops and briefings over the course of a year. City Council first considered reports of its staff, police chief, and attorney and received comments from the public on August 8, 2018. A further workshop was held on September 10, 2018 to consider options for modifications to Section 4-2 of the City of Jacksonville Beach's code regulating after hours sale, consumption, and service. Proposed changes were reviewed, discussed, and refined at a workshop on May 20, 2019. Final review of proposed changes and options were considered August 5, 2019.



The City Council requested that the following amendments be drafted and an ordinance presented to Council. Below is a summary of the amendments:

1. Section 4-2(d)(2)
 - a. Requiring the signature of the property owner in addition to the alcohol establishment owner on the application for permit.
 - b. Requiring the signed approval of the Jacksonville Beach Police Department and Jacksonville Beach Fire Marshal to approve emergency action plans.

2. Section 4-2(e)(1)(i)
 - a. Adding failure to adhere to emergency action plans as an illegal activity subjecting the permit holder to potential violation.

3. Section 4-2(e)(2)
 - a. Providing for 1st and all violations to be heard by the Special Magistrate
 - b. Providing for revocation of the extended hours of operation permit upon a 3rd finding of violation within 365 days from date of completion of the most recent suspension.
 - c. Providing that such revocation shall travel with the property for a period of 1 year.

4. Section 4-2(f)
 - a. Granting existing permit holders six months or until the next annual renewal to comply with the requirements for emergency action plans.

RECOMMENDATION:

Adopt Ordinance No. 2019-8116, amending section 4-2, "Prohibited hours of sale, consumption, and service" of Chapter 4 "Alcoholic Beverages" of the Code of Ordinances of the City of Jacksonville Beach, Florida as presented.

SUMMARY OF ORDINANCE CHANGES

Post August 5, 2019 Council Briefing

- Section 4-2(d)(2)
 - Requiring the signature of the property owner in addition to the alcohol establishment owner on the application for permit.
 - Requiring the signed approval of the Jacksonville Beach Police Department and Jacksonville Beach Fire Marshal to approve emergency action plans.
- Section 4-2(e)(1)(i)
 - Adding failure to adhere to emergency action plans as an illegal activity subjecting the permit holder to potential violation.
- Section 4-2(e)(2)
 - Providing for 1st and all violations to be heard by the Special Magistrate
 - Providing for revocation of the extended hours of operation permit upon a 3rd finding of violation within 365 days from date of completion of the most recent suspension.
 - Providing that such revocation shall travel with the property for a period of 1 year.
- Section 4-2(f)
 - Granting existing permit holders six months or until the next annual renewal to comply with the requirements for emergency action plans.

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

ORDINANCE NO. 2019-8116

AN ORDINANCE AMENDING CHAPTER 4, "ALCOHOLIC BEVERAGES", OF THE CODE OF ORDINANCES OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, BY AMENDING SECTION 4-2, "PROHIBITED HOURS OF SALE, CONSUMPTION, AND SERVICE", REMOVING THE ABILITY FOR NEW RESTAURANTS WITH 4-COP SRX/SFS LICENSES FROM APPLYING FOR EXTENDED HOURS OF OPERATION PERMITS; PROVIDING FOR REQUIRED SECURITY MEASURES; PROVIDING FOR ENHANCED PENALTIES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Jacksonville Beach has the authority to adopt Ordinances pursuant to Article VIII of the Constitution of the State of Florida and Florida Statutes Chapter 166.41; and

WHEREAS, the City has received a number of complaints concerning certain alcoholic beverage establishments licensed under the state beverage laws as special restaurant or special food service establishments which operate as de-facto bars or lounges by operating in violation of applicable laws, including but not limited to, violation of the fifty-one percent (51%) food sales requirement as set forth in F. S. § 561.20; removal of chairs and tables to below state mandated thresholds of 150 seats; failing to provide full service kitchens up to the required hour; among other violations of law; and

WHEREAS, Chapter 562.14 of the Florida Statutes authorizes a municipality to regulate the hours that an alcoholic beverage establishment may sell alcoholic beverages; and

WHEREAS, Chapter 562.14 of the Florida Statutes authorizes a municipality to regulate conduct related to the sale of alcoholic beverages at an alcoholic beverage establishment; and

WHEREAS, the City has experienced an increase in law enforcement costs as a result of the sale and consumption of alcoholic beverages to individuals who consume alcoholic beverages to the point of intoxication, and particularly after midnight, and the City's law enforcement personnel must respond to a greater number of calls for service directly resulting from the need to keep the peace with individuals who have over-consumed alcohol, particularly after midnight; and

WHEREAS, the City Council, in order to protect the public health and safety of the residents of the City of Jacksonville Beach, desires to regulate the hours of sale, consumption and service of alcoholic beverages, provide for a process and procedures for issuance of extended hours of operation permits, and encourage responsible alcohol beverage establishments by providing for enhanced penalties, suspension, and revocation of the extended hours of operation permit in the event of violation of the regulations and ordinances of the City; and

WHEREAS, the City finds it is in the best interest of the public health, safety, and welfare to encourage responsible alcohol beverage establishments by providing for requirements for security plans approved by the Jacksonville Beach Police Department and the Jacksonville Beach Fire Marshal as may be needed in furtherance of punishing or preventing criminal activity; and

WHEREAS, the City finds that an Extended Hours of Operation Permit is the exercise of its quasi-legislative function, and further finds that such extended hours of operation represent a privilege rather than a right.

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

SECTION 1. That Section 4-2, “Hours of sale permitted”, of Chapter 4 of the Code of Ordinances of the City of Jacksonville Beach, Florida, be amended, and the same shall read as follows¹:

Sec. 4-2. Prohibited hours of sale, consumption, and service.

(a) Applicability. The provisions of this section shall apply to the following state alcoholic beverage license types: 1-COP (beer only consumption on premises), 2-COP (beer and wine consumption on premises), 4-COP Quota License (beer, wine, and liquor package sales and consumption on premises), 4-COP-S (beer, wine, and liquor consumption on premises in connection with the operation of a hotel, motel, motor court, or condominium), 4-COP-SRX/SFS (beer, wine, and liquor consumption on premises in connection with a restaurant), 4-COP-SBX (beer, wine, and liquor consumption on premises in connection with a bowling alley), 11-GC (beer, wine, and liquor consumption on premises in connection with a golf club), 11-C (beer, wine, and liquor in connection with a bona fide club, including fraternal or benevolent association lodges or clubs, social clubs; and tennis, racquetball, cabana, or beach clubs, for consumption on premises by members and their guests only), and ODP (beer, wine, and liquor consumption on premises for a bona fide non-profit civic organization for a period not to exceed three days and no more than three times per year).

¹ (~~strikethrough~~ text indicates deletions, underline text indicates additions).

(b) *Definitions.*

- (1) *Sale and Sell* shall mean and include not only selling but also consuming, serving, and/or permitting to be served or consumed, any alcoholic beverages.
- (2) *Alcoholic beverage* shall mean (as provided in F.S. § 561.01) distilled spirits and all beverages containing one-half of one percent or more alcohol by volume.
- (3) *Alcoholic beverage establishment* shall mean any commercial establishment located in the City which allows for alcoholic beverages (beer, wine, or liquor) to be sold for consumption on the premises.
- (4) *Beer, wine and liquor* shall have the same meanings as provided in F.S. §§ 563.01, 564.01, 565.01, as those Sections may be amended or renumbered from time to time.
- (5) *Establishment* shall have the same meaning as alcoholic beverage establishment.
- (6) *Extended Hours of Operation Permit* shall mean a permit issued by the City of Jacksonville Beach that allows an alcoholic beverage establishment to operate and sell alcoholic beverages for purposes of consumption on the premises between the hours of 12:00 midnight and 2:00 a.m.
- (7) *Restaurant* shall mean the same as public food service establishment as defined in F. S. § 509.013 (5)(a), and shall mean and include any building, vehicle, place, or structure, or any room or division in a building, vehicle, place, or structure where food is prepared, served, or sold for immediate consumption on or in the vicinity of the premises; called for or taken out by customers; or prepared before being delivered to another location for consumption. For the purposes of this Chapter, the definition of a restaurant shall include any business with a special license issued by the Division of Alcohol and Tobacco of the Florida Department of Business and Professional Regulation.
- (8) *Transfer of ownership* shall mean a transfer of a license, change of officers or directors, or transfer of interest as defined and regulated under the provisions of F. S. § 561.32.

(c) *Restricted hours of sale and operation.* Except as provided in Section 4-2(d), no alcoholic beverage establishment licensed under the state alcoholic beverage laws to sell alcoholic beverages (beer, wine, or liquor), shall sell or offer for sale, or serve or offer to serve, any beer, wine, liquor, or alcoholic beverages of any kind, regardless of alcoholic content, or be open for operation, on any day of the week between the hours of 12:00 midnight and ~~6~~7:00 a.m.

(d) *Permit required for certain alcoholic beverage establishments to sell alcoholic beverages between the hours of 12:00 midnight and 2:00 a.m.*

(1) *Permit required. Any qualifying alcoholic beverage establishment licensed under the state alcoholic beverage laws to sell, offer for sale, or deliver alcoholic beverages, for purposes of consumption on the premises, between the hours of 12:00 midnight and 2:00 a.m., but in any case no later than 2:00 a.m., on any day of the week, shall make application with the City Clerk for an Extended Hours of Operation Permit.*

(2) The alcoholic beverage establishment shall complete an application form provided by the City, including, but not limited to, the name and street address where notices related to this section are to be mailed. An annual fee, in an amount set by resolution of the City Council and payable upon issuance, shall be charged for the permit. The application form shall include, but not be limited to, the following information:

- a) Name and street address of the owner of the alcoholic beverage establishment,
- b) Name, street address, and signature of the property owner of record if different from the owner of the alcoholic beverage establishment acknowledging an understanding of Section 4-2 of the Code of the City of Jacksonville Beach.
- c) Valid business tax receipt for the alcoholic beverage establishment,
- d) Verification of compliance by the alcoholic beverage establishment with City zoning regulations,
- e) Specific type of state alcoholic beverage license held by the alcoholic beverage establishment.
- f) If the establishment holds a state alcoholic beverage license other than a 4-COP Quota License, the establishment will submit a copy of the proposed seating diagram, to include any proposed dining area.
- g) Signed approval of the alcohol beverage establishments' security emergency action plan by the Jacksonville Beach Police Department and the Jacksonville Beach Fire Marshal.

(3) The City Manager or designee shall review the application and, if the application is complete, and the alcoholic beverage establishment is in compliance with the Code of Ordinances and state alcoholic beverage laws, a permit shall be issued allowing the alcoholic beverage establishment to sell alcoholic beverages, as restricted by the alcoholic beverage establishment's state beverage license, for purposes of consumption on the premises, between the hours of 12:00 midnight and 2:00 a.m. on every day of the week.

(4) Such permit ~~shall~~ may be renewed by the City annually on or before the 30th day of September, unless any of the following occur:

- a) The permit is under suspension at the time of renewal.
- b) The alcoholic beverage establishment's state beverage license has been revoked or suspended,
- c) A transfer of ownership, as defined in Section 4-2. (b)(~~98~~) *Definitions.*, or a change in location of the establishment has occurred, and this information was not provided to the City.

(5) The City shall be notified immediately, and the alcoholic beverage establishment shall apply for a new permit if a transfer of ownership, as defined in Section 4-2(b)(8), or a change in location of the establishment has occurred. Until such time as the alcoholic beverage establishment makes application, is approved, and receives a new permit, the privilege of extended hours for the sale of alcoholic beverages shall be suspended. Failure to renew the Extended Hours of Operation Permit on or before the 30th day of September of each year, or to pay the annual fee as set by resolution of the City Council, shall be cause for the immediate suspension of extended hours privileges pursuant to Section 4-2. (e) *Notice of violations, hearings, and penalties.*

(6) No alcoholic beverage establishment is authorized to sell or serve alcoholic beverages for purposes of consumption on the premises after 12:00 midnight unless it possesses a valid Extended Hours of Operation Permit from the City. No alcoholic beverage establishment is authorized to sell or serve alcoholic beverages, or be open for operation, after 2:00 a.m. and before ~~6~~7:00 a.m. on any day of the week.

(7) The provisions of this section shall not impair or affect the right of an alcoholic beverage establishment with a state alcoholic beverage license to remain open and sell alcoholic beverages between the hours of ~~6~~7:00 a.m. and 12:00 midnight.

(e) *Notice of violations, hearings, and penalties.* The ability of an alcoholic beverage establishment to sell, offer for sale, deliver or permit to be consumed upon the premises any alcoholic beverage between the hours of 12:00 midnight and 2:00 a.m. on any day of the week is hereby declared to be and is a privilege subject to suspension, and no person may reasonably rely upon a continuation of that privilege. As a condition of the continuation of the privilege, alcoholic beverage establishments are required to take all necessary steps to minimize illegal activities.

(1) *Illegal activities included.* The following are representative, but not all-inclusive, of activities that may result in suspension of the privilege of extended hours of operation for authorized alcoholic beverage establishments to sell alcoholic beverages for purposes of consumption on the premises:

- a) Illegal activities requiring a police response that occur on or adjacent to the premises of an alcoholic beverage establishment. Particular em-

phasis will be given to illegal activities of the owner, employees, patrons of the establishment, or others associated with the establishment; including, but not limited to, the use, sale, or delivery of controlled substances, allowing underage drinking, continuing to sell alcoholic beverages after closing time, violation of open container laws, serving alcoholic beverages to intoxicated persons, disturbances, batteries, driving under the influence (DUI), disorderly intoxication, violations of the Florida Fire Prevention Code, and other violations of law during all hours of operation. The City shall consider whether the need for police services is the result of the establishment's failure or inability to maintain proper order and control during all hours of operation;

- b) Failure of any restaurant, as defined in Section 4-2(b)(7), which possesses a 4-COP-SRX/SFS (Special Restaurant/Special Food Service Establishment) state alcoholic beverage license as addressed under the provisions of F. S. § 561.20(2)(a)4;
 - 1. To maintain at least 2,500 square feet of service area,
 - 2. To be equipped to serve 150 persons full course meals from a menu at tables at all times during all hours of operation,
 - 3. To keep the kitchen open and capable of preparing food and filling customers' orders up to 30 minutes before time of closing,
 - 4. To keep all tables and chairs must remain upright and in place during all hours of operation as per diagram submitted to the city during the permitting process,
 - 5. To derive at least fifty-one (51%) percent of its gross revenue from the sale of food and nonalcoholic beverages. Failure to derive at least fifty-one (51%) percent of its gross revenue from the sale of food and nonalcoholic beverages shall be based on the findings of an audit of the 4-COP-SRX/SFS licensee by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business and Professional Regulation, irrespective of any sanctions or penalties imposed by said Division pursuant to that audit.
- c) Complaints verified and documented by police arising from adverse effects of extended hours of operation upon neighboring properties, including, but not limited to, excessive noise, illegal parking, vandalism, generation of trash or garbage on or adjacent to the establishment, loitering by intoxicated persons, or exterior lighting on neighboring residential properties;
- d) Violations of any provisions of the City of Jacksonville Beach Code of Ordinances; including, but not limited to, Chapter 18, relating to noise and sound limitations;
- e) Failure to obtain an Extended Hours of Operation Permit, or failure to renew the permit as required;
- f) Violations of state statutes and/or fire codes related to the maximum permissible occupancy at the alcoholic beverage establishment location;

- g) *Sales by employees during prohibited hours.* No person, or any agent, servant, or employee of any person licensed under the state alcoholic beverage laws shall sell, or offer for sale, any beer, wine, liquor, or alcoholic beverage of any kind during prohibited hours.
- h) *Gifts.* It is a violation of this section for any person, or any agent, servant or employee of any person licensed under the state alcoholic beverage laws, during prohibited hours as set forth in this section, to gratuitously give any kind of alcoholic beverage, whether conditioned upon the purchase of any kind of alcoholic beverage or product of any nature, at any inflated price or otherwise, or in the form of a so-called bonus predicated upon another purchase, or as a gift.
- i) Failure to adhere to and follow the security emergency action plan as approved by the City of Jacksonville Beach Police Department and the City of Jacksonville Beach Fire Marshal.

(2) *Successive violations.* In order to invoke the enforcement provisions of this section, a violation must be traceable to the particular alcoholic beverage establishment against which action is taken, and must be verified and documented by a police officer, code enforcement officer, or fire department official.

- a) *1st Notice of Violation.* ~~Except as provided, a~~ first violation by an alcoholic beverage establishment of this section, any section of the Code of Ordinances or state statutes shall result in a written notice of violation. ~~that will not require an appearance before the special magistrate. Issuance of a written 1st notice of violation for a violation of this ordinance shall not prevent the filing of charges against the alcoholic beverage establishment or any person with any other violation of the Code of Ordinances or state statutes.~~ The 1st notice of violation shall be issued by a police officer. The 1st notice of violation shall be left with the owner, proprietor, manager, or highest-ranking employee then on the premises of the alcoholic beverage establishment. Issuance of a 1st notice of violation for a violation of this ordinance shall not prevent the filing of charges against the alcoholic beverage establishment or any person with any other violation of the Code of Ordinances or state statutes. ~~If the first violation is the result of a felony criminal offense being committed on the premises, or the incident resulting in a felony criminal offense being committed began on the premises of the establishment, the first violation may be presented to the special magistrate for consideration of the suspension of the extended hours permit.~~
- b) *2nd Notice of violation.* A subsequent violation of this section, any section of the Code of Ordinances or state statutes by an alcoholic beverage establishment within one hundred, eighty (180) days of issuance of a written 1st notice of violation shall result in a written 2nd notice of violation. The 2nd notice of violation shall be issued by a police officer. The 2nd notice of violation shall be left with the owner, proprietor, manager, or highest-ranking employee then on the premises of the alcoholic beverage establishment. Issuance of a 2nd notice of violation for a violation of this ordinance shall not prevent the filing of charges

against the alcoholic beverage establishment or any person with any other violation of the Code of Ordinances or state statutes.

- c) *Special magistrate.* ~~A-2nd~~ All notices of violation shall be taken before the City's Special Magistrate for consideration of suspension of the alcoholic beverage establishment's Extended Hours of Operation Permit. The Special Magistrate shall exercise jurisdiction over such matters as set forth in Article VI, Sec. 2-170 of the Code of Ordinances of the City of Jacksonville Beach.
- d) *Action by the Special Magistrate.* Upon completion of the hearing, the Special Magistrate shall deliver a ruling either that no action shall be taken against the alcoholic beverage establishment's Extended Hours of Operation Permit, ~~or that~~ the Extended Hours of Operation Permit shall be suspended, or that the Extended Hours of Operation Permit be revoked.
1. A suspension of the Extended Hours of Operation Permit for a first finding by the special magistrate of a violation shall be ~~not less than thirty (30) days nor more than ninety (90) days~~ for up to sixty (60) days at the discretion of the Special Magistrate depending upon the severity of the violation(s).
 2. A second ~~and any subsequent~~ finding by the special magistrate of a violation of the Extended Hours of Operation Permit within one hundred eighty (180) days of issuance of the first notice of violation regardless of the Special Magistrate's finding in said violation shall be suspended for no less than thirty (30) days nor more than ninety (90) days.
 3. Subsequent findings of violations occurring within one year (365 days) of the date of completion of the most recent suspension period shall result in a ~~suspension of not less than ninety (90) days nor more than one hundred and eighty (180) days~~ revocation of the Extended Hours of Operation Permit which suspension shall travel with the property for a period of one year (365) days from the date of the finding of violation by the Special Magistrate.
 4. In addition to any suspension of the Extended Hours of Operation Permit, as listed above, the Special Magistrate may issue a fine of not more than five hundred dollars (\$500.00) per violation of this ordinance.

The Special Magistrate shall base his/her ruling upon substantial, competent evidence presented that supports a finding of non-compliance with this section. The special magistrate's written order of suspension of the extended hours of operation permit shall state the effective date of suspension and shall give the alcoholic beverage establishment at least ten calendar days notice of the suspension.

- e) *Failure of alleged violator to appear.* If an alcoholic beverage establishment served with a Notice of Violation fails to appear at the hearing after having received proper notice, the Special Magistrate shall take testimony from city staff, and other relevant testimony, as available, and shall deliver a ruling either that no action shall be taken

against the alcoholic beverage establishment's Extended Hours of Operation Permit, ~~or that~~ the Extended Hours of Operation Permit shall be suspended for a period of time as set forth in Section 4-2. (e)(2)(d), or that the Extended Hours of Operation Permit be revoked as set forth in Section 4-2. (e)(2)(d) of this section. A ruling that the Extended Hours of Operation be suspended shall take effect on the eleventh calendar day after the order is issued and provided to the alcoholic beverage establishment. The enforcement of such order shall be stayed if the alcoholic beverage establishment files a request for a rehearing with the City Clerk's office before the date the order is scheduled to take effect. In such case, the alcoholic beverage establishment shall be rescheduled for a hearing before the Special Magistrate. At that hearing, the Special Magistrate shall take testimony from the alcoholic beverage establishment, and other relevant testimony, as available, and shall deliver a ruling upholding the previous order suspending the Extended Hours of Operation Permit, amending the order suspending the Extended Hours of Operation Permit, or rescinding the order suspending the Extended Hours of Operation Permit. If the Special Magistrate upholds a suspension of the Extended Hours of Operation Permit, such suspension shall take effect the next calendar day after the ruling is issued.

- f) Any alcoholic beverage establishment that has had an Extended Hours of Operation Permit suspended cannot avoid the consequences of the Special Magistrate's action by changing its business name or corporate status, as set forth in F. S. § 561.32.
- g) The enforcement procedures contained herein are alternative procedures, and the City reserves the right to arrest, prosecute, or take action utilizing alternative procedures authorized by law.

(f) Existing holders of valid Extended Hours of Operation Permits on the date of passage of this ordinance shall be granted six (6) months or the next annual renewal of the permit, whichever is less, in order to comply with the requirements of Sec. 4-2. (d)(2)(g).

SECTION 2. If any provision of this Ordinance or the particular application of this Ordinance shall be held invalid by any Court, administrative agency or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases shall remain in effect.

SECTION 3. That all other ordinances or parts of ordinances in conflict with this ordinance are, to the extent the same may be in conflict, repealed.

SECTION 4. Codification of this ordinance in the Code of Ordinances of the City of Jacksonville Beach is hereby authorized and directed.

SECTION 5. This ordinance shall take effect upon ninety (90) days from the date of its adoption.

DONE IN OPEN MEETING THIS ___ DAY OF _____, A.D. 2019.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK