# City of Jacksonville Beach

11 North Third Street
Jacksonville Beach, Florida

## Agenda

## City Council

**Monday, May 20, 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**

**19-074** City Council and Community Redevelopment Agency Joint Meeting held April 29, 2019

**19-075** Council Workshop held April 29, 2019

**19-076** Council Briefing held May 6, 2019

**19-077** Regular Council Meeting held May 6, 2019

**ANNOUNCEMENTS**

**COURTESY OF THE FLOOR TO VISITORS**

**MAYOR AND CITY COUNCIL**

**19-078** City Charter Language Discussion

**CITY CLERK**

## CITY MANAGER

**19-079** Accept the Monthly Financial Reports for the Month of April 2019

**19-080** Approve the City Manager's Decision to Appoint Commander Gene Paul Smith to the Position of Police Chief, Effective May 21, 2019

**19-081** Authorize the City Manager to Recruit for the City Attorney

**19-082** Award Bid Number 1819-11 for the Pollution Control Plant (PCP) Switchboard Replacement to Miller Electric Company and include a ten (10) percent Contingency

**19-083** Authorize the Public Works GIS Enhancements and Data Development Task Assignment

**19-084** Authorize the Mayor and City Manager to execute the Interlocal Agreement between the City of Jacksonville Beach and the City of Jacksonville for Advanced Life Support and Fire Services

## RESOLUTIONS

## ORDINANCES

## ADJOURNMENT

## NOTICE

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

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

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

**Minutes of Special City Council Meeting**
**Monday, April 29, 2019 – 5:30 P.M.**
**City Council Chambers**
**11 North 3rd Street, Jacksonville Beach, FL**

JACKSONVILLE BEACH

The Special City Council Meeting began at 5:34 P.M.

The following City Council Members and CRA Members were in attendance:

| | | | |
|---|---|---|---|
| **Mayor:** | William C. Latham | | |
| **Council Members:** | Keith Doherty<br>Christine Hoffman | Georgette Dumont<br>Cory Nichols | Sandy Golding<br>Phil Vogelsang |
| **CRA Members:** | Scott Gay<br>Jeffrey Jones | Art Graham<br>Frances Povloski | Samuel Hall |

Also present were City Manager Mike Staffopoulos and Director of Planning and Development Bill Mann.

**Purpose of Briefing**

The purpose of the Community Redevelopment Agency (CRA) and City Council Joint Meeting was to discuss the Downtown Vision and Action Plan objectives.

**City Manager**

The CRA and the City Council discussed the following issues:

- Code Enforcement of the downtown
  - Adding a Code Enforcement Officer to focus on Downtown/CRA area.
  - The job description would be brought before the CRA for verification of job responsibilities
  - City Council would review the position as part of the annual budget submission
  - When Enterprise Resource Planning (ERP) establishes a Work Order Tracking System, the Downtown CRA should be tracked separately to ensure activities are being timely completed

- Parking
  - Staff would create an overview of the parcels the City/CRA owns downtown, and identify which ones would be conducive to constructing a parking garage
  - Estimate the cost to acquire neighboring parcels to square off City lots and maximize parking opportunities.
  - Estimate the number of spaces that could be built with a garage on each lot
  - Estimate the cost for construction of each parking garage
  - Identify what constraints would be applicable for each garage (commercial frontage, ingress/egress, etc.)

- Homelessness in the Downtown CRA
  - Staff would bring latest homelessness information to the next joint meeting, attempting to segregate the data for just the Downtown CRA

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The next joint meeting of the Council and CRA would be scheduled to occur in about two months (60 days).

The meeting adjourned at 7:03 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

_____
William C. Latham, MAYOR

Date: _____

**Minutes of City Council Workshop**
**Monday, April 29, 2019 – 7:00 P.M.**
**City Council Chambers**
**11 North 3rd Street, Jacksonville Beach, FL**

JACKSONVILLE BEACH

The Council Workshop began at 7:09 P.M.

The following City Council Members were in attendance:

| | | | |
|---|---|---|---|
| **Mayor:** | William C. Latham | | |
| **Council Members:** | Keith Doherty | Georgette Dumont | Sandy Golding |
| | Christine Hoffman | Cory Nichols | Phil Vogelsang (left early) |

Also present was City Manager Mike Staffopoulos, Deputy City Manager Karen Nelson, and Interim Fire Chief/Fire Marshal Steve Sciotto.

**Purpose of Workshop**

The purpose of the workshop was to continue the discussion on the proposed Fire Service Agreement between the City of Jacksonville Beach and the City of Jacksonville.

**City Manager**

Mr. Staffopoulos stated at the April 15, 2019, Council meeting, the Council deferred voting on the Fire Services Agreement until May 20, 2019, in order to have a workshop discussion, and to have any questions Council may have answered by staff and the City of Jacksonville. He explained based on direct conversations between himself, Ms. Nelson, and City of Jacksonville Chief Administrative Officer Sam Mousa, if something is not in the agreement, it is not agreed to between the City of Jacksonville and the City of Jacksonville Beach. Mr. Staffopoulos referenced his memorandum [on file] sent to Council Members clarifying and addressing questions submitted by Council related to:

- Provision of ancillary services
- 9-1-1 cell phone call routing and impacts [handout on file]
- Turnover in Jacksonville Beach Fire Department
- Mandatory Overtime and Staffing
- NFPA recommended standards

Interim Chief Sciotto answered questions:

- clarifying a response time in Jacksonville Beach and Jacksonville is from the time a call is dispatched to when units arrive on the scene
- explained how mutual aid and auto aid work between jurisdictions

Mr. Staffopoulos explained the option of a referendum being voted on in the next available election or having a special election, and the associated costs and timing. He recommends a decision be made by the Council on the Fire Services Agreement.

Mr. Staffopoulos noted an error on page 12 of his memorandum, under Reserve Apparatus: The 2003 Pierce Pumper should be the year 1993, and the 2006 Pierce Pumper should be the year 1996.

Mr. Staffopoulos explained the summary of questions that were answered by Jacksonville Fire Rescue Department Chief Kurtis Wilson and attachments.

Council Member discussion ensued.

Ms. Nelson answered questions related to emergency management and explained the City of Jacksonville is willing to add additional language to the agreement. Mr. Staffopoulos added following the workshop, the intent is to go back to the City of Jacksonville with some of the items they have already agreed to and look to incorporate them into the agreement.

Mr. Staffopoulos answered questions related to the costs to provide an additional rescue unit. Randy Wyse, speaking on behalf of the International Association of Firefighters (IAFF), spoke about Jacksonville Fire Rescue's proposed future plans to budget to provide a rescue unit for every station JFRD covers and providing a chief for the Beaches. Ms. Nelson clarified some items not in the agreement are due to the fact the City of Jacksonville has not approved the budgeting.

Council Members discussed the current budget for the Fire Department, the cost for Jacksonville Beach to provide additional staffing, the cost to the City of Jacksonville to provide fire service, and the amount of savings under each scenario. Mr. Staffopoulos addressed if there is an increase in the service demand in Jacksonville Beach in the next 20 years that would require additional units, the City of Jacksonville would ask Jacksonville Beach to pay for it. Chief Sciotto clarified rescue service is already provided through an Interlocal Agreement with the City of Jacksonville. Mr. Wyse explained the City of Jacksonville dispatch protocol would need to change. Mr. Staffopoulos stated the City of Jacksonville would look at the zone for the two Jacksonville Beach stations and how they fit geographically into Duval County and redraw the lines.

Council Member discussion continued regarding the need to deal with internal fire department issues, the difficulty of regaining control in the future once fire services are contracted out, and agreement that Jacksonville Beach Fire Department currently provides an excellent level of service to residents. Mr. Staffopoulos clarified the City of Jacksonville has the responsibility to provide medical transport for all of Duval County per the 1982 Interlocal Agreement. Ms. Nelson addressed the loss of rank by Jacksonville Beach Fire members, stated there would be 28 employees transitioning to the City of Jacksonville, seniority is addressed in the agreement. Mr. Wyse stated the seniority carryover gives current Jacksonville Beach Fire employees an advantage for future promotions. Mr. Staffopoulos clarified Jacksonville Beach Fire employees would become eligible for promotional tests as those tests become available. Ms. Nelson clarified there would be no reduction in pay for the loss of one or two ranks from the transition as the employee would receive supplemental pay, and there would be no increase in pay until either the Jacksonville pay scale is increased or the individual is promoted. Mr. Wyse stated Jacksonville Fire Rescue employees are set to receive a seven percent increase on October 1, 2019.

The workshop adjourned at 8:22 P.M.

Submitted by: Laurie Scott
City Clerk

Approved:

_____
William C. Latham, MAYOR

Date: _____

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**Minutes of City Council Briefing**
**Monday, May 6, 2019 – 5:30 P.M.**
**City Council Chambers**
**11 North 3rd Street, Jacksonville Beach, FL**

JACKSONVILLE BEACH

The Council Briefing began at 5:32 P.M.

The following City Council Members were in attendance:

| | | | |
|---|---|---|---|
| **Mayor:** | William C. Latham | | |
| **Council Members:** | Keith Doherty | Georgette Dumont | Sandy Golding (absent) |
| | Christine Hoffman | Cory Nichols | Phil Vogelsang |

Also present was City Manager Mike Staffopoulos.

**Purpose of Briefing**

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

**City Manager**

Council Member Phil Vogelsang made a statement regarding a memo about Council member contact with administrative staff and possible violation of the City Charter [on file] written by City Attorney, Susan Erdelyi. It was suggested by the City Council to discuss the contents of the memo at the next Council Briefing on May 20, 2019, when all Council Members and the City Attorney are present.

Mayor Latham made a recommendation to postpone the reading of Ordinance No. 2019-8116 regarding amending Chapter 4 "Alcohol Beverages" until the Council Meeting scheduled for June 3, 2019. Mayor Latham stated he needed clarification on the Ordinance and also felt all members of Council should be present to vote on this item. There was a consensus by the Council to make a motion during tonight's Regular Council Meeting to postpone the first reading of the Ordinance.

Chief Financial Officer Ashlie Gossett reviewed the Assumptions for FY2020 Budget preparation.

City Manager Mike Staffopoulos continued a previous topic of discussion regarding communication between the City Council and the City Manager's office. Conversation ensued regarding preferred methods of communication, the effectiveness of Council Briefings and generated reports given to Council. It was suggested by Council to receive a newsletter including project updates, events and other City news. It was also suggested to reserve time every two months at Council Briefings for discussion of Council initiated topics.

Conversation ensued regarding the allocated budget amount and policy for City Council Members regarding training and other expenses. Mr. Staffopoulos stated a policy would be created and/or updated to clarify the Council's budget.

The briefing adjourned at 6:52 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

_____
William C. Latham, MAYOR

Date: _____

**Minutes of Regular City Council Meeting**
**held Monday, May 6, 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 7:01 P.M.

## ROLL CALL:

| | | | |
|---|---|---|---|
| Mayor: | William C. Latham | | |
| Council Members: | Keith Doherty | Georgette Dumont | Sandy Golding (*absent*) |
| | Christine Hoffman | Cory Nichols | Phil Vogelsang |

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

Mayor Latham announced he would be seeking a motion to postpone discussion on amending Chapter 4, "Alcoholic Beverages" [Agenda Item 19-073] Ordinance No. 2019-8116 to June 3, 2019, because one Council member was not in attendance and there was language in the ordinance Council had not previously seen.

**Motion:** It was moved by Mr. Vogelsang, seconded by Ms. Dumont, and passed unanimously, to postpone discussion of Ordinance No. 2019-8116 until June 3, 2019.

Mayor Latham announced the discussion on amending the text of the Land Development Code, Division 4, Sign Standards [Agenda Item 19-072] Ordinance No. 2019-8117 would also be moved to June 3, 2019, because the City Attorney did not have an opportunity to review it.

**Motion:** It was moved by Ms. Dumont, seconded by Mr. Doherty, and passed unanimously, to postpone discussion of Ordinance No. 2019-8117 until June 3, 2019.

## APPROVAL OF MINUTES:

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

- Council Workshop held April 8, 2019

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

- Council Briefing held on April 15, 2019

Council Member Dumont requested a modification to the minutes to change the wording under Community Redevelopment Agency goals on Page 1 from "Downtown Action Plan" to "Downtown Vision Plan."

The motion passed unanimously.

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

- Regular Council Meeting held on April 15, 2019

## ANNOUNCEMENTS:

Council Member Hoffman thanked Parks and Recreation, Police, and staff that participated in the April 28, 2019, Opening of the Beaches.

Council Member Dumont thanked the Fire Department for letting Council members sit on the fire truck in the parade. Ms. Dumont also attended the Police Chief interviews and the City's Employee/Retiree Picnic and thanked the staff who put the event together.

## COURTESY OF THE FLOOR TO VISITORS:

Mayor Latham announced to the people who submitted speaker cards to talk about the alcohol ordinance or sign ordinance they would not be called to speak on those items as the ordinances would not be heard at this meeting. He explained those speakers could return on June 3, 2019, to be heard or they are welcome to speak at this meeting as a general topic under Courtesy of the Floor.

- Shandy Thompson, 522 3rd Avenue South, Jacksonville Beach, spoke about the Police Chief search, the proposed Fire Services Agreement, and trash on the beach and in the parks.
- Ken Marsh, 2011 Gail Avenue, Jacksonville Beach, provided a handout about seasonal parking supply and demand [on file] and spoke about parking garage proposals for the Downtown area.

Mayor Latham called the names of people who submitted speaker cards to give them the opportunity to speak on the two postponed ordinances under Courtesy of the Floor. The following people elected to speak:

- Greg Pratt, the owner/operator of Sneakers Sports Grille, 111 Beach Boulevard, Jacksonville Beach, spoke about the proposed alcohol ordinance. Mr. Pratt stated the grandfather clause in the ordinance does not transfer, which devalues his business should he sell it in the future. Mr. Pratt asked the Council to consider allowing the grandfather clause to transfer with the establishment should a business be sold.

## MAYOR AND CITY COUNCIL:

**Item #19-063 – Proclamation for National Safe Boating Week May 18-24, 2019, presented to the U.S. Coast Guard Auxiliary 070-14-04 located in Jacksonville Beach**

Mayor Latham presented a Proclamation proclaiming May 18-24, 2019, as National Safe Boating Week to Bill Vaughan and Kevin Holbrook from the U. S. Coast Guard Auxiliary.

## CITY CLERK:

## CITY MANAGER:

**Item #19-064 – Presentation by the North Florida Transportation Planning Organization (TPO) staff on the North Florida Transportation Improvement Program (TIP)**

Denise Bunnewith, with the North Florida Transportation Planning Organization, went over some of the projects planned for the Beaches and surrounding areas.

**Item #19-065 – Authorize the Director of Beaches Energy, the Mayor and the City Manager to Execute an Interconnection Agreement with JEA**

**Motion**: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to authorize the Director of Beaches Energy, the Mayor and the City Manager to execute an Interconnection Agreement with JEA.

Mr. Staffopoulos stated the City's electric grid is not isolated. It is interconnected to neighboring grid systems. Beaches Energy Services Director Allen Putnam explained he previously came before Council requesting to cancel the existing agreement with Jacksonville Electric Authority (JEA), which would result in $400,000 in savings per year to Beaches Energy Services going forward. The Interconnection Agreement would provide redundancy to the system.

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

**Item #19-066 – Award Bid Number 1819-07 for the Purchase of Group Operated Air Break (GOAB) Switches to Stuart G. Irby**

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to award Bid Number 1819-07 for the purchase of Group Operated Air Break (GOAB) Switches.

Mr. Putnam explained typically when you have to open or close switches, you have to take a bucket truck, get up in the bucket, and physically open all three switches with a hot stick. These switches allow the operator to unlock the switch at the bottom of the pole and operate all three phases at the same time. Mr. Putnam stated when they only received back one bid, they researched the reason and found out the company that supplies the switch in the specification had been designated the sole provider for our area.

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

**Item #19-067 – Award Bid Number 1819-08 Fire Station #1 Rollup Doors Replacement to Overhead Door Company of Jacksonville**

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to award Bid Number 1819-08 Fire Station #1 Rollup Door Replacement to Overhead Door Company of Jacksonville, the lowest qualified bidder, in the amount $36,501, as described in the memorandum from Luis Flores, Property and Procurement Officer, dated April 18, 2019.

Mr. Staffopoulos stated this is standard operation and maintenance replacement for Fire Station #1 and has been budgeted. He explained that regardless of the pending decision regarding the Fire Department, the City is continuing with all operation and maintenance responsibilities required for both stations.

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

**Item #19-068 – Award Bid Number 1819-09 O&M Replacement Flooring to Carpet Image**

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to award Bid Number 1819-09 O&M Replacement Flooring to Carpet Image, the lowest qualified bidder in the amount of $27,430 as described in the memorandum from Luis Flores, Property and Procurement Officer, dated April 18, 2019.

Property and Procurement Officer Luis Flores explained this bid is for flooring replacement on the first floor at the Operations and Maintenance building.

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

**Item #19-069 – Approve a Contract with Blue1 Energy Equipment for the Replacement of Two Above Ground Tanks at the O&M Facility**

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve the contract with Blue1 Energy Equipment for the turnkey purchase of two above ground fuel tanks as described in a memo from Luis Flores, Property and Procurement Officer, dated April 18, 2019.

Mr. Flores explained when a detailed look was done with the vendor, the tanks were in worse condition than originally thought. The piping that is connected to the generator needs to be replaced, which is considerably more work than expected. Mr. Staffopoulos stated this is the generator for the O&M Facility, which is the designated Emergency Operations Center for the City.

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

**Item #19-070 – Award Bid Number 1819-12 Miscellaneous Water Main Replacement at Various Locations – Phase F**

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to award Unit Price Bid Number 1819-12, titled "Miscellaneous Water Main Replacement at Various Locations – Phase F," to Jax Utilities Management, Inc., and authorize Construction Administration Services with the project's design firm, Jones Edmunds and Associates, Inc., as explained in the memorandum from the Public Works Director dated April 19, 2019.

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Mr. Staffopoulos explained this is part of the City's annual emphasis to upgrade the potable water system at strategic locations. Public Works Director David Millinor stated this project is to replace 3,500 linear feet of 2-inch galvanized steel water main with 4-inch and 6-inch PVC water main at identified locations. Mr. Millinor explained that normally a 10 percent contingency is requested. However, a 15 percent contingency is being requested because previous water line projects have found more problems once work begins, and this would allow the work to continue.

Mr. Doherty asked Public Works to oversee the contractor as previous work has caused serious disruption to residents in the area. Mr. Millinor stated this contractor had been used before and the City has had a good experience with them completing their projects. Mayor Latham asked how locations of the work are determined, to which Mr. Millinor answered it is typically where they have more breaks. Mr. Millinor stated it is currently more reactive, with plans to create a future Master Plan for sewer, water, and stormwater.

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

## RESOLUTIONS:

### Item #19-071 – RESOLUTION NO. 2032-2019

Mayor Latham requested the City Clerk read Resolution No. 2032-2019 by title only, whereupon Assistant City Clerk Sheri Gosselin read the following:

> **"A RESOLUTION AMENDING THE OPERATING BUDGET OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019."**

**Motion:** It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to adopt Resolution 2032-2019 authorizing the mid-year budget adjustment.

Mr. Staffopoulos explained the City does a mid-year budget move in order to make adjustments for what has occurred from the start of the fiscal year to the current point in time. Finance Officer Ashlie Gossett explained the three items being asked for adjustment are for an Engineering Internship Program, the cost to relocate AT&T equipment, and Fire Department overtime.

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

## ORDINANCES:

Mayor Latham announced for anyone who may have shown up late to the Council meeting Agenda Item Number 19-072 Ordinance No. 2019-8117, and Item Number 19-073 Ordinance 2019-8116 were postponed to June 3, 2019.

**ADJOURNMENT:**

There being no further business, the meeting adjourned at 7:38 P.M.

Submitted by: Sheri Gosselin
Assistant City Clerk

Approval:

_____
William C. Latham, MAYOR

Date: _____

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JACKSONVILLE BEACH

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CITY ATTORNEY

**Memorandum**

To: Mayor and City Council
Michael Staffopoulos, City Manager

From: Susan Erdelyi, City Attorney

Date: May 3, 2019

Re: Council member contact with administrative staff and possible violation of City Charter

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I write to report a city councilman's direct involvement with city employees, its impact on administrative operations and a potential violation of Section 30 of the City Charter. Direction is requested from the Council on how it wishes to proceed in response to this information.

These incidents involve Section 30, of the City Charter, which provides:

**Section 30.** - Council not to interfere in appointments or removals.

> Subject to the provisions of this Charter, neither the council nor any of its committees or members shall direct or request the appointment of any person to, or his removal from, office by the city manager or any of his subordinates, or in any manner take part in the appointment or removal of officers and employees in the administrative service of the city. **Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the manager, and neither the council nor any members thereof shall give orders to any subordinate of the city manager either publicly or privately. Any violation of the provisions of this section by a member of council shall be a misdemeanor, conviction of which shall immediately forfeit the office of the member so convicted.**

Two recent incidents relate to the need for direction.

**<u>Jacksonville Beach Police Department Incident</u>**

In December, 2018 it was brought to my attention that Councilman Vogelsang contacted a sergeant at the Jacksonville Beach Police

Department (JBPD) to request contact information for a JBPD officer who had arrested Councilman Vogelsang's client, Eric David Mainhart, for Battery on a Law Enforcement Officer (a felony).

According to the Arrest and Booking report, Mainhart was involved in a physical fight at 100 5th Avenue North at around 2 a.m. on Saturday, 10.20.18. When JBPD arrived, the fighters were separated with their personal items (wallets, credit cards and cash) strewn all over the ground. The officers directed the parties to pick up their items and leave. Mainhart picked up items, exchanged foul, drunken language and then charged one officer and punched him. At that point Mainhart was subdued with the assistance of four officers. They told him to stop fighting but he continued and was tazed and arrested.

On 12.12.18, Councilman Vogelsang contacted a Sergeant with JBPD for contact information on an officer without identifying why. The Sergeant first called the officer and received his permission to give the officer's contact information to Councilman Vogelsang. Councilman Vogelsang then called the officer who had been battered and left a voice mail message advising that he was trying to "help out" someone who the officer had fought and arrested. According to the officer, Councilman Vogelsang did not communicate that he was Mainhart's attorney in the criminal matter. The officer and his sergeant looked the case up and then learned that Councilman Vogelsang represented Mainhart.

The officer was next contacted by Cmd. Smith regarding this matter and Cmd. Smith authorized the officer to call Councilman Vogelsang back to find out what he needed.

The officer reported that Councilman Vogelsang asked him about the Mainhart arrest, explaining that Councilman Vogelsang had been contacted by Mainhart's family, (FOP board members in Maryland), and Councilman Vogelsang was trying to help them out. Councilman Vogelsang explained that the purpose of his call was to try to get the felony charges reduced to a misdemeanor because he did not want the felony charges to ruin Mainhart's military career.

The officer communicated to Councilman Vogelsang that Mainhart needed to suffer consequences for his actions because the fight with the officer was a "real fight" and Mainhart actively punched the officer and then resisted arrest physically. The officer then discussed options with Councilman Vogelsang regarding the case that he would be comfortable with.

At some point this information was relayed to other officers, one of whom contacted the Florida Bar Association and this information was relayed to

Chief Dooley who contacted me. Chief Dooley communicated with me that he spoke with Councilman Vogelsang, that he apologized for his actions and assured the Chief that it would not happen again.

**Jacksonville Beach Fire Department**

On Tuesday April 2, 2019, two firefighters with the Jacksonville Beach Fire Department (JBFD) were arrested by the St. Johns County Sheriff's Office (SJSO) after deputies were dispatched to a fight in progress at a bar in Ponte Vedra around midnight. The SJSO report documented that one of the two firefighters (employee #1) reportedly punched a patron off of his barstool with a closed fist and continued punching him on the ground, leaving his victim bloodied, before fleeing in a vehicle driven by a second JBFD employee (employee #2). When SJSO arrived, the report documented that the victim was visibly bleeding from the mouth. The victim told deputies that he wanted the assailant prosecuted.

The report documents that employee #1 fled the scene in a vehicle driven by employee #2. Shortly after the fight, the vehicle was stopped by a SJSO deputy and the driver was arrested for DUI. The deputy found employee #1 laying down in the rear passenger seat of the vehicle and arrested him for battery. Prosecution is pending against both.

The City learned that Councilman Vogelsang was representing both employees in the criminal prosecution. On April 9, 2019, I called Councilman Vogelsang and he confirmed this fact. I tried to dissuade him from representing these employees, but he firmly declined, stating that he saw no conflict of interest in his role as an elected official and his role as a private attorney representing city employees who are criminal defendants. He also stated that the matter had already been handled and that both of his clients would receive a pre-trial diversion, which is a tool used by prosecutors and defense attorneys to divert first time criminal offenders from traditional criminal prosecution. He also stated that his representation of the city employees would not conflict with any vote that he would take as a member of the City Council.

Councilman Vogelsang explained that in addition to his FOP duties, he also has a private law practice in which he sometimes represents criminal defendants. I mentioned his prior incident in calling a Jacksonville Beach police officer about his representation of Mainhart and Councilman Vogelsang confirmed what Chief Dooley had told me. In our conversation we simply disagreed about the appropriateness of his direct contact with city employees and I again stressed that our employees see him in his role as a councilmember, not just a criminal defense attorney and that this can be intimidating to employees or at the least, serve as an undue influence.

At some point I also asked Councilman Vogelsang if he was aware of employee #1's prior criminal arrest (which resulted in a pretrial intervention) and I expressed concern over the safety of other employees given the violent nature of his recent offense. I also mentioned my concern of potential negligent retention claims against the City if employee #1 continues as a City employee. We discussed the fact that his two clients were likely to face discipline and he responded that he was not representing them in the disciplinary proceedings and advised that they were represented by another attorney. The other attorney and Councilman Vogelsang previously practiced law together but this, according to Councilman Vogelsang, was eight years prior. I advised Councilman Vogelsang that his involvement in getting the clients to their disciplinary attorney who will be adverse to the City reflects that he is not acting in the best interest of the City and is working against City interests in my judgment. He disagreed. I understood this disagreement to reflect that he would not cease representing city employees in future cases.

Councilman Vogelsang and I again spoke about this matter on Friday, April 12, 2019. At that time he indicated that he had spoken with the Florida Bar Association and they confirmed that he did not have a conflict. He also indicated that he spoke with the general counsel at the Florida Commission on Ethics who suggested that Councilman Vogelsang might be wise to announce a voting conflict on the fire department merger proposal in connection with his representation of the two firefighters.

In this conversation, I told Councilman Vogelsang that I concurred with his decision to reach out to the ethics commission attorney. I told him that discipline is pending against the firefighters and that they will use his efforts in the negotiations of the criminal prosecution as a tool to reduce their discipline by the City.

Councilman Vogelsang later advised me that he is only representing the driver charged with DUI now and that Employee #1 is represented by someone else in the criminal matter. On Monday April 16, 2019, Councilman Vogelsang and I discussed the details of his announcing a conflict of interest concerning the vote on the proposed merger of the City's Fire Department.

**Assessment**

The fact that some employees consider Councilman Vogelsang to be their advocate, conflicts with the City's interest in maintaining an impartial workplace. The City administrative staff must consider the safety and morale of all employees and not face undue influence by a councilmember

who represents some city employees. Discipline should be without interference or influence by members of the City Council.

It is the City Attorney's opinion that the language in Section 30 calling for charging councilmembers with misdemeanors is outdated and needs clarity and revision (along with many other provisions). Most cities have more direct charter language prohibiting council members from interfering with administrative staff. Some cities have language in their charters providing tools for censorship or public reprimands of council members. This language is not contained within the City of Jacksonville Beach's Charter. Disruption in operations has resulted in connection with the above incidents.

**Conclusion**

The City Council may make Charter determinations, including whether Mr. Vogelsang's actions have violated Section 30 and, if so, what action does the Council wish to take to address this situation as well as those that may arise in the future? Alternatively, the City Council may determine whether Mr. Vogelsang's actions meet the expectations of this Council. However, the Council cannot have a more permissive rule than Florida Statute 112.313 (7) which provides:

> CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—
>
> (a) No public officer..... shall.... have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

JACKSONVILLE BEACH

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

www.jacksonvillebeach.org

FINANCE DEPARTMENT

MEMORANDUM

TO: Michael Staffopoulos, City Manager
FROM: Ashlie Gossett, Chief Financial Officer
SUBJECT: Monthly Financial Reports for April 2019
DATE: May 14, 2019

**Action Requested**

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

**Summary**

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

**Exhibit 1 - General Fund Revenues**

General Fund revenues are slightly ahead of last year on a percentage of budget basis. We received annual ad valorem tax distributions in December, bringing the tax revenue-to-date to 84.8% of the annual budget. Partial permit revenue for a new hotel is included in the current year.

Miscellaneous Revenue in the General Fund includes investment earnings on pooled investments, auction proceeds, facility rental fees, tennis fees, and cemetery lots purchased. The positive variance of $333,424 over the prior year is largely attributable to investment earnings.

**Exhibit 2 - General Fund Expenditures**

General Fund expenditures are slightly over prior year expenditures on a percentage of budget basis. Total year to date expenditures in the General Fund are under budget by 6.2% and ahead of last year by 4.1%.

**Exhibit 3 - Enterprise Fund Revenues**

Total Enterprise Fund revenues are 1.9% over prior year revenues on a percentage of budget basis. The bulk power cost portion of the electric rate was suspended in the month of March, reducing overall Electric revenues. Additionally, Electric revenues vary on a monthly and yearly basis depending on consumption. The Golf Course year-to-year variance is a result of the course closing in January 2018 for renovations.

**Exhibit 4 - Enterprise Fund Expenditures**

Total expenditures in the Enterprise Funds are 14.7% under budget for the current year and 1.49 over amounts expended in the prior year. The variance from year-to-year in Electric is due primarily to purchased power costs and the variance in Sanitation is related to debris costs for Hurricane Irma in FY2018.

**Exhibit 5 – Special Revenue Fund Revenues**

Revenues in the Special Revenue Funds are 7.4% ahead of last year on a percentage basis. We received the annual tax increment distributions in December, bringing tax increment fund revenue-to-date slightly over the annual budget.

**Exhibit 6 - Special Revenue Fund Expenditures**

In total, Special Revenue Fund expenditures are under budget for the current year and 19.7% lower than last year on a percentage of budget basis. For the Tax Increment Funds, the variance in current year expenditures as a percentage of budget is due to capital projects that are budgeted but not completed. Expenditures in the Community Development Block Grant Fund will be reimbursed by grant funding.

**Exhibit 7 - Summary Revenues and Expenditures**

- The net income shown for the Electric Fund is overstated because monthly power bills are paid in arrears to FMPA.

- Revenues in the Internal Service Funds are less than expenses due to the upfront payment of the annual general insurance premiums. The monthly internal service charges will recover the annual premiums by the end of the fiscal year.

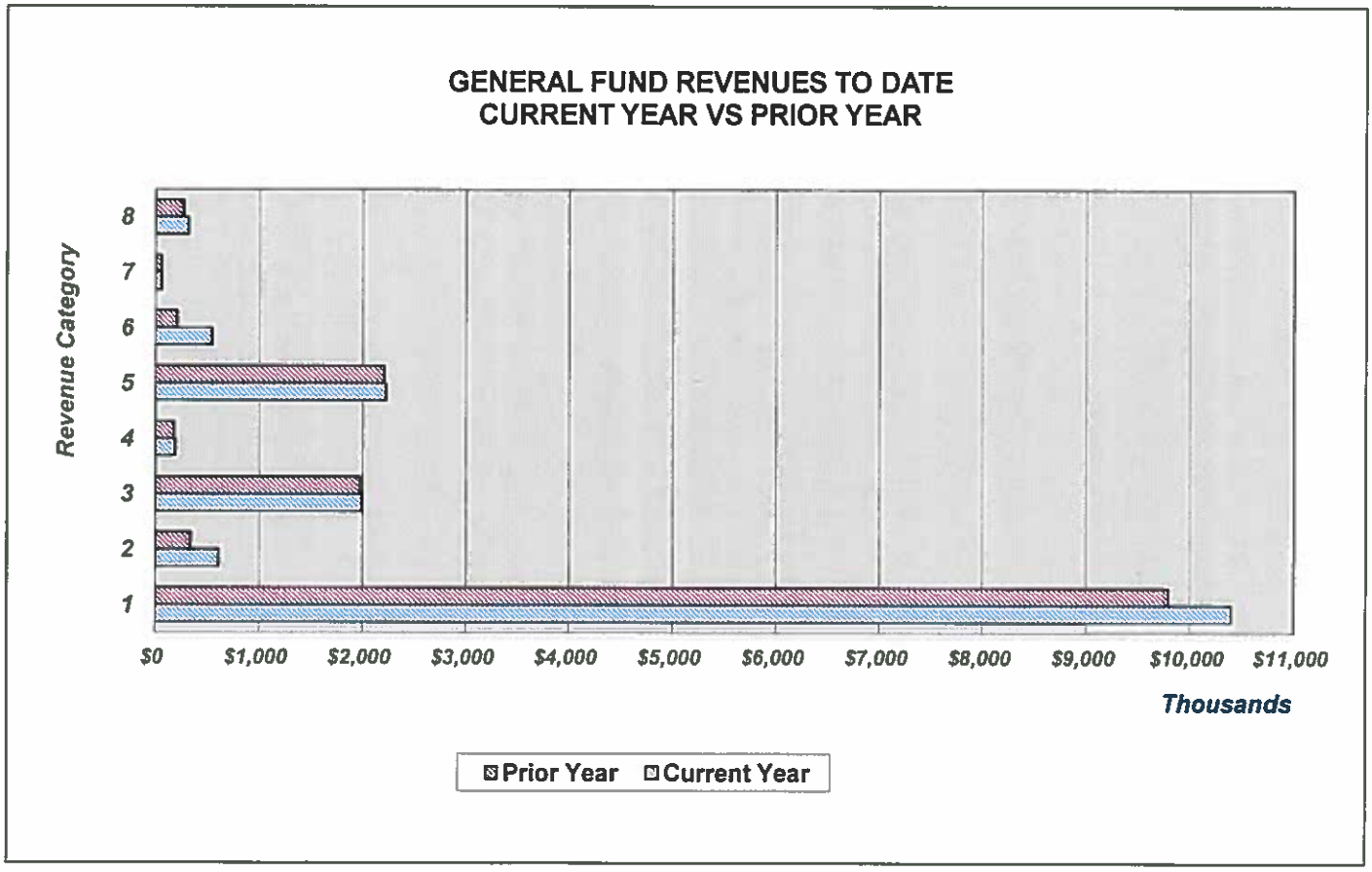
**Recommendation**

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

**Summary Budget Revenue Report**
April 30, 2019
*(58.08% of year has elapsed)*

## EXHIBIT 1 - GENERAL FUND REVENUES

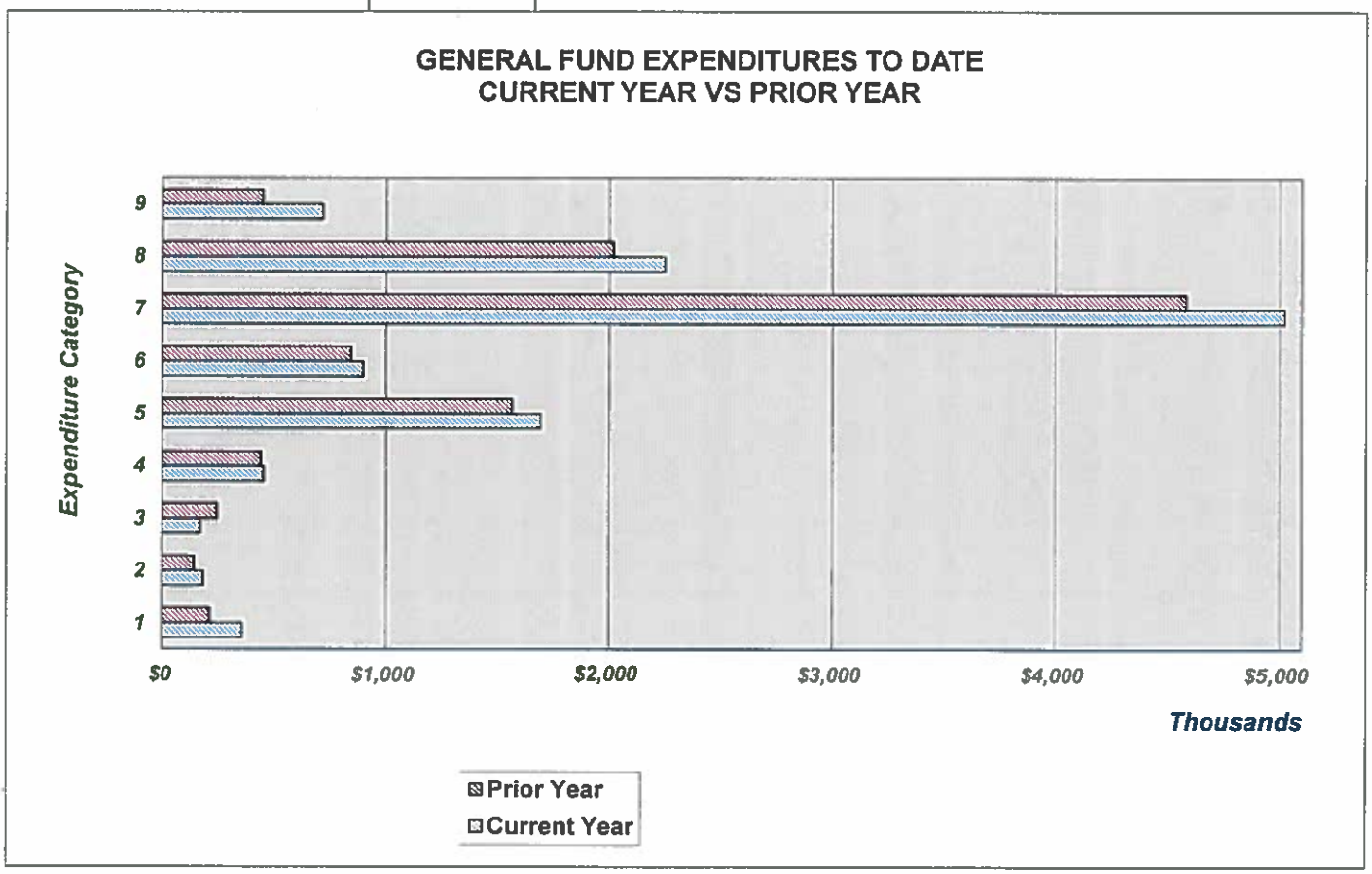
| | Revenue Category | Current Year Revenue to Date | Current Year Revenue As a % of Budget | Prior Year Revenue to Date | Prior Year Revenue As a % of Budget | % Variance (Current Year Less Prior Year) | $ Variance (Current Year Less Prior Year) |
|---|---|---|---|---|---|---|---|
| 1 | Taxes | 10,401,899 | 84.82% | 9,793,983 | 84.98% | -0.16% | 607,916 |
| 2 | Licenses & Permits | 612,679 | 102.85% | 346,541 | 59.52% | 43.33% | 266,138 |
| 3 | Intergovernmental Revenue | 1,991,564 | 47.04% | 1,973,681 | 47.62% | -0.58% | 17,883 |
| 4 | Charges for Services | 198,816 | 51.11% | 183,732 | 49.59% | 1.52% | 15,084 |
| 5 | Enterprise Contributions | 2,224,321 | 58.33% | 2,206,932 | 58.33% | 0.00% | 17,389 |
| 6 | Miscellaneous Revenue | 547,266 | 132.03% | 213,842 | 51.33% | 80.70% | 333,424 |
| 7 | Fines & Forfeitures | 61,236 | 35.92% | 59,560 | 34.93% | 0.98% | 1,676 |
| 8 | Interfund Transfers | 318,953 | 62.54% | 272,627 | 51.44% | 11.10% | 46,327 |
| | **Total Revenues** | **$ 16,356,734** | **73.05%** | **$ 15,050,899** | **69.93%** | **3.13%** | **$ 1,305,835** |



**Summary Budget Expenditure Report**
April 30, 2019
(58.08% of year has elapsed)

## EXHIBIT 2 - GENERAL FUND EXPENDITURES

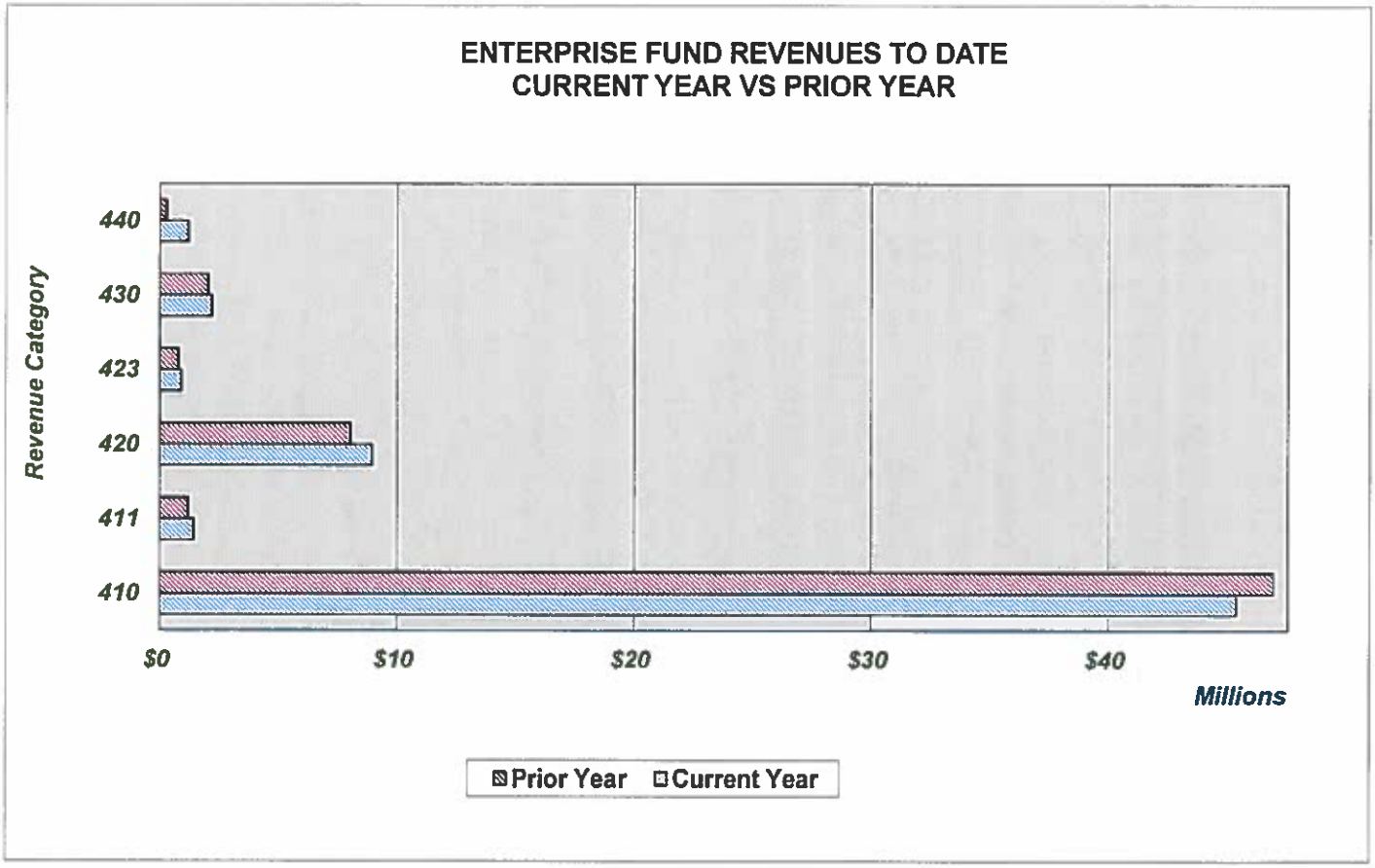
| | Expenditure Category | Current Year Expenditures to Date | Current Year Expenditures As a % of Budget | Prior Year Expenditures to Date | Prior Year Expenditures As a % of Budget | % Variance (Current Year Less Prior Year) | $ Variance (Current Year Less Prior Year) |
|---|---|---|---|---|---|---|---|
| 1 | City Administration | 358,355 | 71.58% | 214,306 | 45.21% | 26.37% | 144,049 |
| 2 | City Clerk | 185,001 | 53.45% | 142,559 | 42.47% | 10.98% | 42,443 |
| 3 | Building Maintenance | 170,387 | 42.08% | 246,122 | 58.43% | -16.35% | (75,735) |
| 4 | Planning and Development | 454,032 | 49.92% | 442,380 | 48.95% | 0.97% | 11,652 |
| 5 | Recreation and Parks | 1,694,728 | 48.45% | 1,565,656 | 44.37% | 4.08% | 129,072 |
| 6 | Public Works | 898,588 | 54.46% | 843,787 | 52.89% | 1.56% | 54,801 |
| 7 | Police | 5,022,653 | 53.12% | 4,589,070 | 51.12% | 1.99% | 433,583 |
| 8 | Fire | 2,251,569 | 53.41% | 2,018,464 | 50.44% | 2.97% | 233,104 |
| 9 | Non-Departmental | 718,636 | 42.90% | 450,170 | 25.80% | 17.11% | 268,466 |
| | **Total Expenditures** | **$ 11,753,948** | **51.88%** | **$ 10,512,515** | **47.82%** | **4.06%** | **$ 1,241,433** |



**Summary Budget Revenue Report**
April 30, 2019
(58.08% of year has elapsed)

## EXHIBIT 3 -ENTERPRISE FUND REVENUES

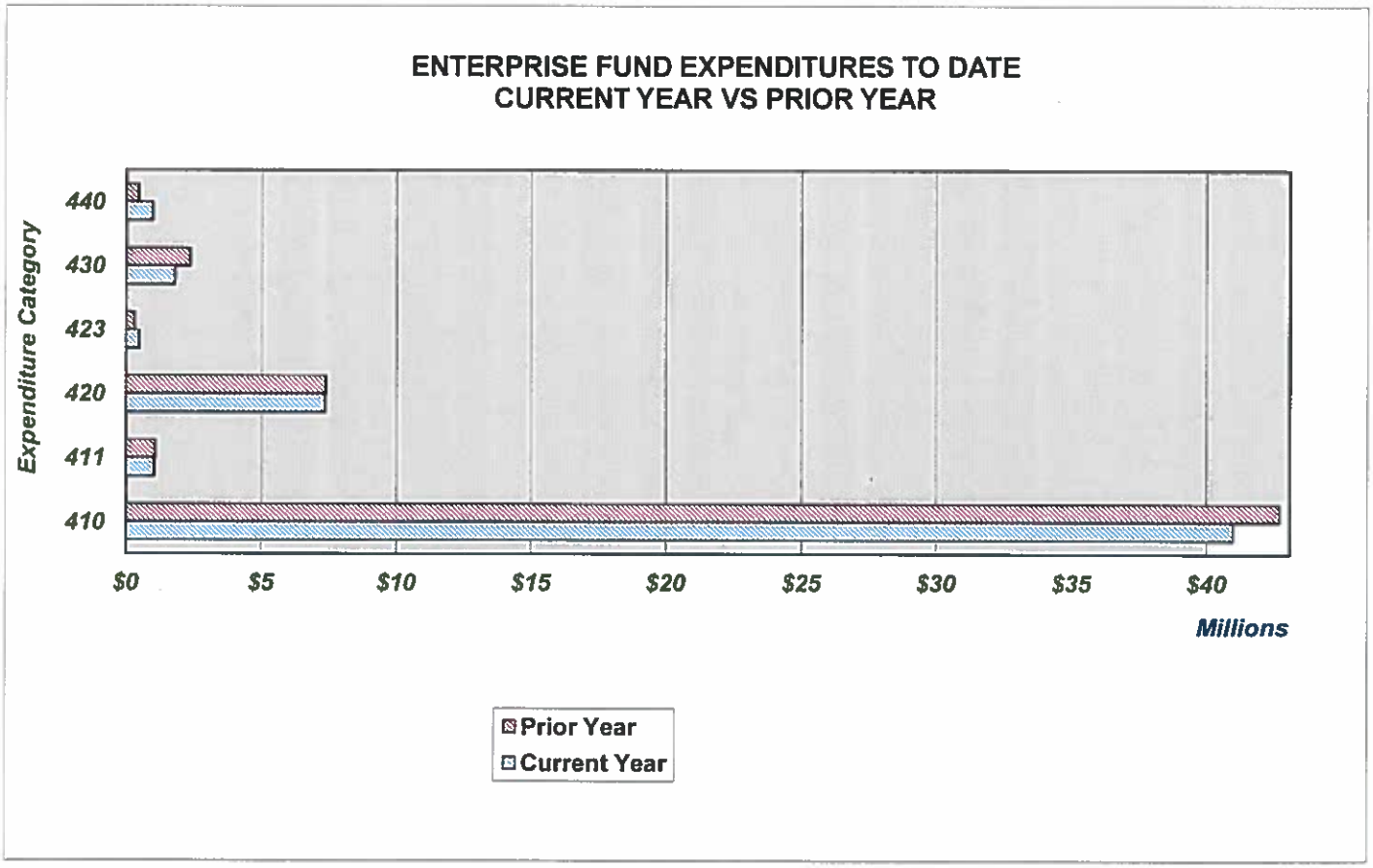
| Revenue Category | Current Year Revenue to Date | Current Year Revenue As a % of Budget | Prior Year Revenue to Date | Prior Year Revenue As a % of Budget | % Variance (Current Year Less Prior Year) | $ Variance (Current Year Less Prior Year) |
|---|---|---|---|---|---|---|
| 410 ELECTRIC | 45,392,990 | 54.07% | 46,911,633 | 54.03% | 0.04% | (1,518,643) |
| 411 NATURAL GAS | 1,440,545 | 64.52% | 1,200,581 | 62.52% | 2.00% | 239,964 |
| 420 WATER & SEWER | 8,967,291 | 65.93% | 8,051,786 | 60.38% | 5.54% | 915,505 |
| 423 STORMWATER | 922,988 | 66.06% | 789,787 | 57.36% | 8.69% | 133,201 |
| 430 SANITATION | 2,186,149 | 62.51% | 2,046,513 | 58.97% | 3.53% | 139,636 |
| 440 GOLF COURSE | 1,191,946 | 77.66% | 278,240 | 20.22% | 57.44% | 913,707 |
| **TOTAL REVENUES** | **$ 60,101,909** | **56.58%** | **$ 59,278,540** | **54.73%** | **1.85%** | **$ 823,369** |



**Summary Budget Expenditure Report**
April 30, 2019
(58.08% of year has elapsed)

## EXHIBIT 4 - ENTERPRISE FUND EXPENDITURES

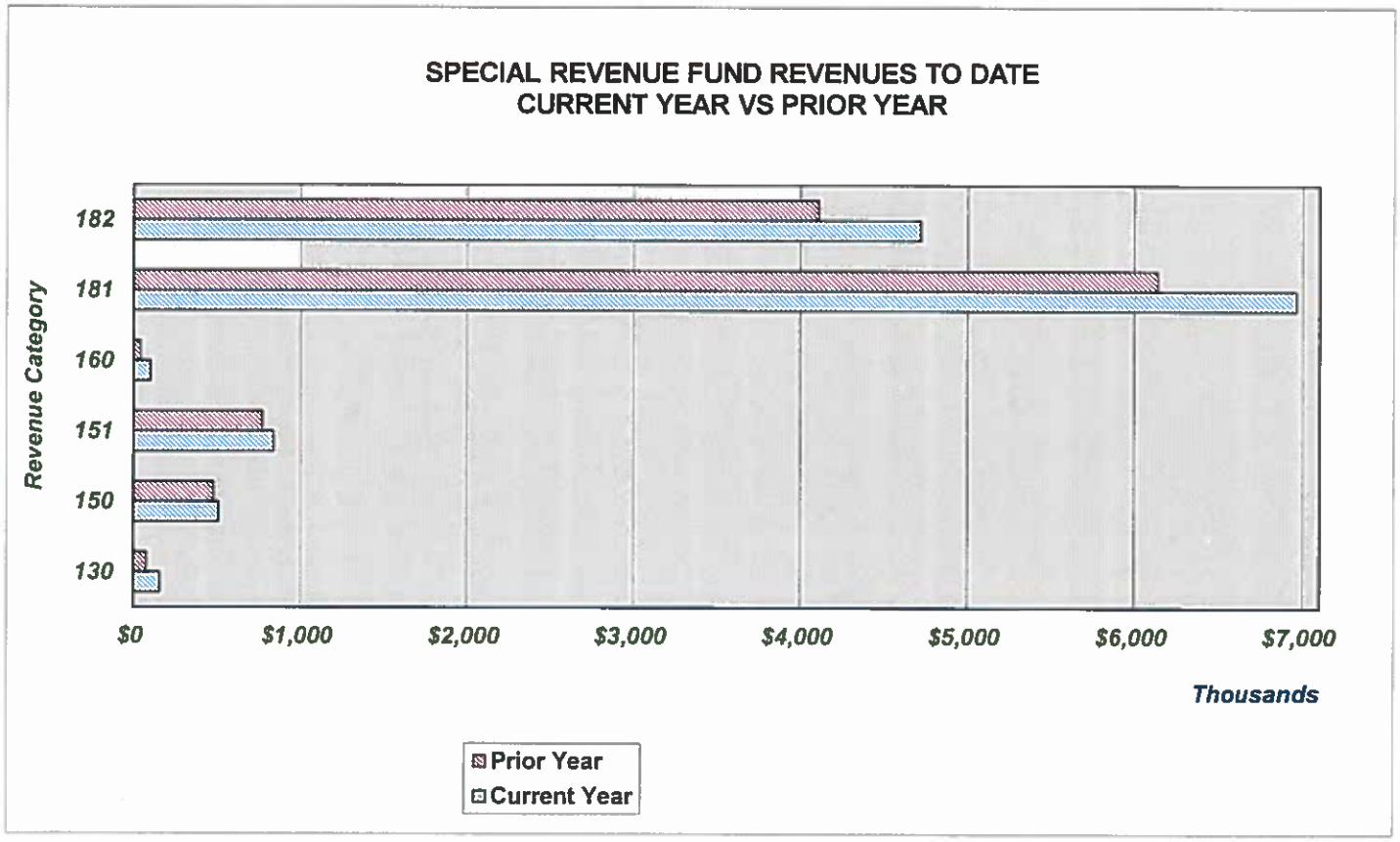
| Expenditure Category | Current Year Expenditures to Date | Current Year Expenditures As a % of Budget | Prior Year Expenditures to Date | Prior Year Expenditures As a % of Budget | % Variance (Current Year Less Prior Year) | $ Variance (Current Year Less Prior Year) |
|---|---|---|---|---|---|---|
| 410 ELECTRIC | 40,966,941 | 42.18% | 42,631,224 | 43.91% | -1.73% | (1,664,283) |
| 411 NATURAL GAS | 1,031,886 | 52.51% | 1,080,171 | 53.16% | -0.65% | (48,285) |
| 420 WATER & SEWER | 7,351,009 | 47.45% | 7,383,909 | 33.27% | 14.18% | (32,899) |
| 423 STORMWATER | 484,183 | 32.35% | 311,595 | 15.96% | 16.39% | 172,589 |
| 430 SANITATION | 1,805,378 | 48.54% | 2,363,960 | 40.10% | 8.44% | (558,582) |
| 440 GOLF COURSE | 982,238 | 67.69% | 461,713 | 32.83% | 34.86% | 520,525 |
| TOTAL EXPENDITURES | $ 52,621,636 | 43.40% | $ 54,232,571 | 41.54% | 1.86% | $ (1,610,935) |



**Summary Budget Revenue Report**
April 30, 2019
(58.08% of year has elapsed)

## EXHIBIT 5 -SPECIAL REVENUE FUND REVENUES

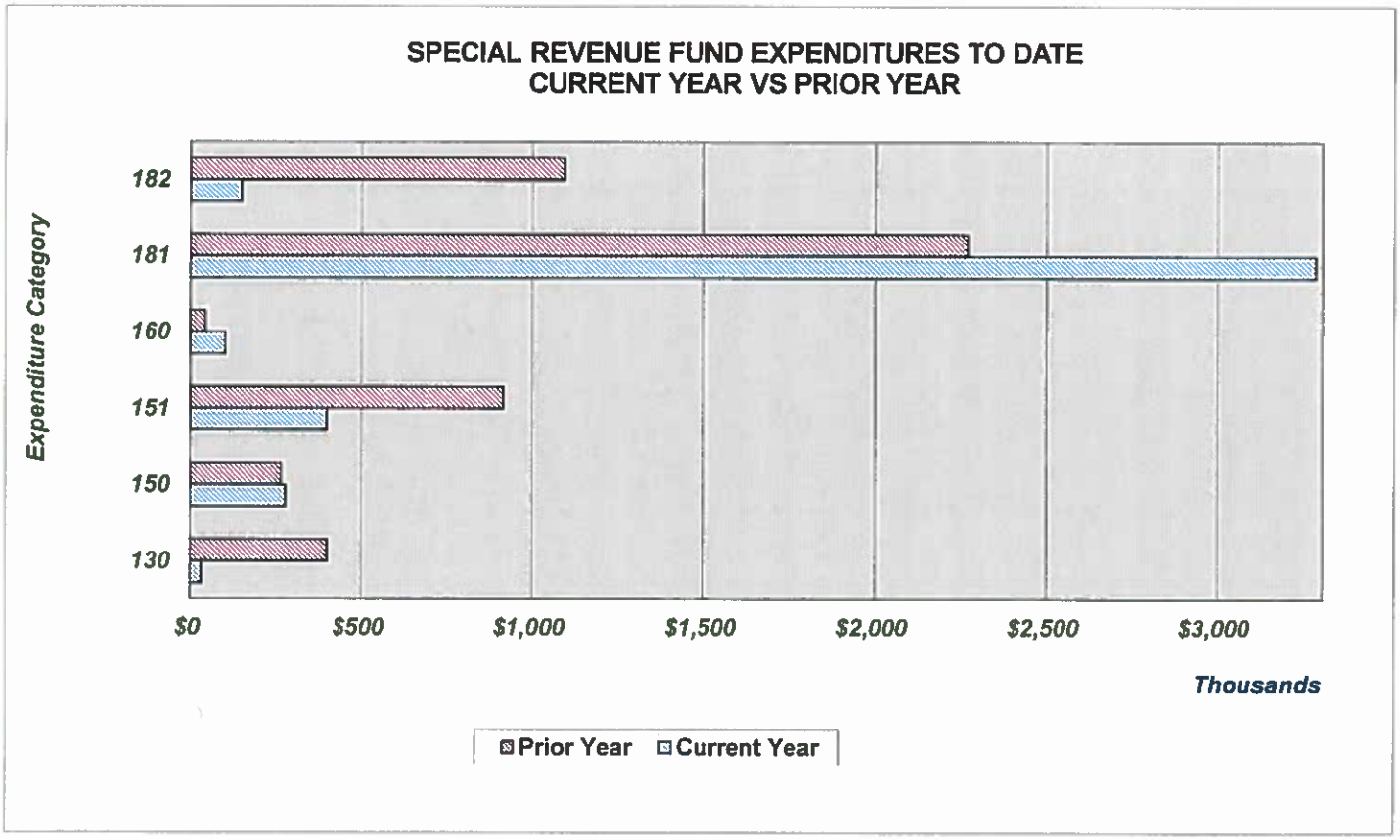
| | Revenue Category | Current Year Revenue to Date | Current Year Revenue As a % of Budget | Prior Year Revenue to Date | Prior Year Revenue As a % of Budget | % Variance (Current Year Less Prior Year) | $ Variance (Current Year Less Prior Year) |
|---|---|---|---|---|---|---|---|
| 130 | CONVENTION DEV. TAX | 157,571 | 43.99% | 78,486 | 25.32% | 18.67% | 79,085 |
| 150 | LOCAL OPTION GAS TAX | 511,130 | 62.77% | 480,846 | 61.18% | 1.60% | 30,285 |
| 151 | INFRASTRUCTURE SURTAX | 837,967 | 61.43% | 770,960 | 59.24% | 2.19% | 67,007 |
| 160 | COMMUNITY DEV. BLK. GRANT | 101,953 | 73.88% | 43,960 | 31.86% | 42.02% | 57,993 |
| 181 | DOWNTOWN INCREMENT FUND | 6,964,373 | 104.29% | 6,140,313 | 96.54% | 7.74% | 824,060 |
| 182 | SOUTHEND INCREMENT FUND | 4,715,941 | 105.00% | 4,110,232 | 97.37% | 7.63% | 605,709 |
| | **TOTAL REVENUES** | **$ 13,288,935** | **95.99%** | **$ 11,624,797** | **88.63%** | **7.37%** | **$ 1,664,139** |



**Summary Budget Expenditure Report**
April 30, 2019
(58.08% of year has elapsed)

## EXHIBIT 6 - SPECIAL REVENUE FUND EXPENDITURES

| | Expenditure Category | Current Year Expenditures to Date | Current Year Expenditures As a % of Budget | Prior Year Expenditures to Date | Prior Year Expenditures As a % of Budget | % Variance (Current Year Less Prior Year) | $ Variance (Current Year Less Prior Year) |
|---|---|---|---|---|---|---|---|
| 130 | CONVENTION DEV. TAX | 33,072 | 12.09% | 400,159 | 60.01% | -47.92% | (367,087) |
| 150 | LOCAL OPTION GAS TAX | 279,565 | 35.02% | 266,497 | 34.65% | 0.36% | 13,068 |
| 151 | INFRASTRUCTURE SURTAX | 398,990 | 44.32% | 916,162 | 54.47% | -10.14% | (517,171) |
| 160 | COMMUNITY DEV. BLK. GRANT | 101,953 | 73.88% | 43,960 | 31.86% | 42.02% | 57,993 |
| 181 | DOWNTOWN INCREMENT FUND | 3,280,719 | 26.24% | 2,271,201 | 44.88% | -18.63% | 1,009,518 |
| 182 | SOUTHEND INCREMENT FUND | 150,096 | 35.75% | 1,092,947 | 52.13% | -16.38% | (942,851) |
| | **TOTAL EXPENDITURES** | **$ 4,244,395** | **28.24%** | **$ 4,990,925** | **47.93%** | **-19.69%** | **$ (746,530)** |



**Summary Budget Report**
April 30, 2019
(58.08% of year has elapsed)

## EXHIBIT 7 - SUMMARY REVENUES AND EXPENDITURES

| Fund Name | Budgeted Revenues Fiscal Year 2019 | Budgeted Revenues To Date | Actual Revenues To Date | Variance Favorable/ (Unfavorable) |
|---|---|---|---|---|
| 001 General Fund | 22,390,353 | 13,004,808 | 16,356,734 | 3,351,926 |
| 130 Convention Development Tax | 358,235 | 208,071 | 157,571 | (50,500) |
| 150 Local Option Gas Tax | 814,267 | 472,944 | 511,130 | 38,186 |
| 151 Infrastructure Surtax | 1,364,089 | 792,293 | 837,967 | 45,674 |
| 160 Community Dev. Blk. Grant | 138,000 | 80,153 | 101,953 | 21,800 |
| 181 Downtown Increment Fund | 6,678,011 | 3,878,735 | 6,964,373 | 3,085,637 |
| 182 Southend Increment Fund | 4,491,223 | 2,608,601 | 4,715,941 | 2,107,340 |
| 410 Electric Utility | 83,956,489 | 48,763,769 | 45,392,990 | (3,370,779) |
| 411 Natural Gas Utility | 2,232,672 | 1,296,785 | 1,440,545 | 143,760 |
| 420 Water & Sewer Utility | 13,601,950 | 7,900,311 | 8,967,291 | 1,066,980 |
| 423 Storm Water Management | 1,397,278 | 811,570 | 922,988 | 111,418 |
| 430 Sanitation Fund | 3,497,483 | 2,031,415 | 2,186,149 | 154,734 |
| 440 Golf Course Fund | 1,534,839 | 891,468 | 1,191,946 | 300,478 |
| 460 Leased Facilities Fund | 656,212 | 381,142 | 403,480 | 22,337 |
| 500 Internal Service Funds | 12,593,930 | 7,314,831 | 7,201,939 | (112,891) |
| **Total Revenues** | **$ 155,705,031** | **$ 90,436,895** | **$ 97,352,997** | **$ 6,916,102** |

| Fund Name | Budgeted Expenditures Fiscal Year 2019 | Budgeted Expenditures To Date | Actual Expenditures To Date | Variance Favorable/ (Unfavorable) |
|---|---|---|---|---|
| 001 General Fund | 22,655,582 | 13,158,859 | 11,753,948 | 1,404,911 |
| 130 Convention Development Tax | 273,639 | 158,935 | 33,072 | 125,864 |
| 150 Local Option Gas Tax | 798,412 | 463,735 | 279,565 | 184,170 |
| 151 Infrastructure Surtax | 900,197 | 522,854 | 398,990 | 123,864 |
| 160 Community Dev. Blk. Grant | 138,000 | 80,153 | 101,953 | (21,800) |
| 181 Downtown Increment Fund | 12,501,097 | 7,260,911 | 3,280,719 | 3,980,193 |
| 182 Southend Increment Fund | 419,830 | 243,846 | 150,096 | 93,750 |
| 410 Electric Utility | 97,128,346 | 56,414,272 | 40,966,941 | 15,447,331 |
| 411 Natural Gas Utility | 1,965,201 | 1,141,432 | 1,031,886 | 109,545 |
| 420 Water & Sewer Utility | 15,491,202 | 8,997,630 | 7,351,009 | 1,646,620 |
| 423 Storm Water Management | 1,496,690 | 869,310 | 484,183 | 385,127 |
| 430 Sanitation Fund | 3,719,126 | 2,160,150 | 1,805,378 | 354,772 |
| 440 Golf Course Fund | 1,451,159 | 842,865 | 982,238 | (139,373) |
| 460 Leased Facilities Fund | 679,362 | 394,588 | 317,564 | 77,024 |
| 500 Internal Service Funds | 12,664,558 | 7,355,853 | 7,473,065 | (117,212) |
| **Total Expenditures** | **$ 172,282,401** | **$ 100,065,395** | **$ 76,410,609** | **$ 23,654,786** |

| Fund Name | Net Income (Loss) | Net Variance Favorable/ (Unfavorable) |
|---|---|---|
| 001 General Fund | 4,602,786 | 4,756,837 |
| 130 Convention Development Tax | 124,499 | 75,364 |
| 150 Local Option Gas Tax | 231,565 | 222,356 |
| 151 Infrastructure Surtax | 438,977 | 169,538 |
| 160 Community Dev. Blk. Grant | - | - |
| 181 Downtown Increment Fund | 3,683,654 | 7,065,830 |
| 182 Southend Increment Fund | 4,565,845 | 2,201,091 |
| 410 Electric Utility | 4,426,049 | 12,076,552 |
| 411 Natural Gas Utility | 408,659 | 253,306 |
| 420 Water & Sewer Utility | 1,616,282 | 2,713,601 |
| 423 Storm Water Management | 438,804 | 496,545 |
| 430 Sanitation Fund | 380,771 | 509,506 |
| 440 Golf Course Fund | 209,708 | 161,105 |
| 460 Leased Facilities Fund | 85,915 | 99,361 |
| 500 Internal Service Funds | (271,126) | (230,103) |
| **Total** | **$ 20,942,389** | **$ 30,570,889** |

JACKSONVILLE BEACH

## Cash and Investments by Fund
April 30, 2019

| INVESTMENT HOLDER | TYPE | FACE AMOUNT | MARKET VALUE |
|---|---|---|---|
| Salem Trust Treasury Strip | TS | 3,095,365 | 3,095,365 |
| **TOTAL UTILITY FUNDS 410 and 420** | | | **$3,095,365** |
| Salem Mutual Fund | Portfolio | 47,386,702 | 47,386,702 |
| Sawgrass Asset Management | Portfolio | 24,962,010 | 24,962,010 |
| Wells Capital | Portfolio | 15,634,925 | 15,634,925 |
| MD Sass | Portfolio | 60 | 60 |
| JPMCB - Strategic Property Fund | Portfolio | 5,025,836 | 5,025,836 |
| **TOTAL PENSION FUNDS 611, 612 and 613** | | | **$93,009,533** |
| | | | |
| **TOTAL INVESTMENTS** | | | **$96,104,898** |
| State Board of Administration | Pool | 21,699,790 | 21,699,790 |
| Florida Trust | Pool | 18,691,017 | 18,691,017 |
| FMIT 0-2 Yr High Quality Bond Fund | Pool | 12,236,944 | 12,236,944 |
| Bank of America | Cash | 10,294,160 | 10,294,160 |
| Sawgrass Asset Management | Portfolio | 41,875,194 | 41,875,194 |
| Galliard Capital Management | Portfolio | 38,692,203 | 38,692,203 |
| Garcia Hamilton & Associates | Portfolio | 39,374,337 | 39,374,337 |
| Salem Trust: Goldman Sachs Treasury | MM | 11,171 | 11,171 |
| **TOTAL EQUITY IN POOLED CASH** | | | **$182,874,817** |
| Petty Cash | Cash | 6,525 | 6,525 |
| **TOTAL CASH AND INVESTMENTS** | | | **$278,986,240** |

### Attorney Fees Paid During the Month

| NAME | DESCRIPTION | CHECK DATE | CHECK AMOUNT |
|---|---|---|---|
| Bell & Roper, P.A. | SLG Investments vs. COJB | 04/11/19 | 2,722.65 |
| Marks, Gray, PA | BCEL vs COJB, General Matters | 04/11/19 | 26,191.80 |
| Bell & Roper, P.A. | BCEL vs COJB | 04/18/19 | 1,186.02 |
| Lewis, Longman & Walker, P.A. | Pension Matters | 04/18/19 | 442.00 |
| Bell & Roper, P.A. | BCEL, Las Olas, SLG vs COJB | 04/25/19 | 9,646.20 |
| Buchanan Ingersoll & Rooney | General Employee Matters | 04/25/19 | 2,210.00 |
| **TOTAL ATTORNEY FEES** | | | **$42,398.67** |

*Corrected 5/20/2019*

JACKSONVILLE BEACH

**Cash and Investments by Type**
Fiscal Year to Date
April 30, 2019

| Type of Investment | Beginning Balance 10/1/2018 | Investment Earnings | Realized Gain/(Loss) | Unrealized Gain/(Loss) | Fees | Net Investment Income | Net Deposits (Withdrawals) | Ending Balance 4/30/19 | Weighted Net Return* |
|---|---|---|---|---|---|---|---|---|---|
| State Pooled Investment Fund | 14,966,730 | 301,954 | 0 | 0 | 0 | 301,954 | 6,431,107 | 21,699,790 | 0.19% |
| Money Market: Goldman Sachs Treasury | 11,503 | 129 | 0 | 0 | (461) | (332) | 0 | 11,171 | 0.00% |
| U.S. Treasury Stripped Coupons | 3,035,428 | 0 | 0 | 59,938 | 0 | 59,938 | 0 | 3,095,365 | 0.03% |
| Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund | 12,059,542 | 177,402 | 0 | 0 | 0 | 177,402 | (0) | 12,236,944 | 0.10% |
| Sawgrass Asset Management | 44,007,963 | 598,900 | (139,373) | 817,257 | (64,303) | 1,212,481 | (3,345,250) | 41,875,194 | 0.64% |
| Insight Asset Management | 29,483,930 | (76,247) | (26,302) | 0 | (16,008) | (118,558) | (29,365,373) | 0 | 0.00% |
| Galliard Capital Management | 29,195,370 | 608,004 | (202,570) | 512,402 | (47,392) | 870,443 | 8,626,390 | 38,692,203 | 0.54% |
| Garcia Hamilton & Associates | 29,630,798 | 755,558 | (366,646) | 418,096 | (51,323) | 755,685 | 8,987,853 | 39,374,337 | 0.47% |
| Florida Trust | 0 | 191,017 | 0 | 0 | 0 | 191,017 | 18,500,000 | 18,691,017 | 0.21% |
| Operating Cash: Bank of America | 8,055,737 | 11,405 | 0 | 0 | (56,048) | (44,644) | 2,283,067 | 10,294,160 | -0.03% |
| Petty Cash | 6,725 | 0 | 0 | 0 | 0 | 0 | (200) | 6,525 | 0.00% |
| **TOTAL CITY MANAGED INVESTMENTS AND CASH** | **170,453,724** | **2,568,122** | **(734,892)** | **1,807,694** | **(235,536)** | **3,405,387** | **12,117,595** | **185,976,707** | **1.93%** |
| Pension Fund: Salem Mutual Fund | 33,858,339 | 1,099,118 | 0 | 135,758 | (320) | 1,234,556 | 12,293,807 | 47,386,702 | 1.57% |
| Pension Fund: Sawgrass Asset Mgt | 23,857,182 | 460,184 | 111,548 | 589,248 | (56,153) | 1,104,828 | 0 | 24,962,010 | 1.24% |
| Pension Fund: Wells Capital | 15,788,041 | 57,187 | 729,723 | (194,268) | (45,758) | 546,884 | (700,000) | 15,634,925 | 0.60% |
| Pension Fund: MD Sass | 12,762,897 | 46,488 | (405,734) | (74,500) | (35,282) | (469,029) | (12,293,807) | 60 | 0.00% |
| Pension Fund: JPMCB - Strategic Property Fund | 4,937,925 | 0 | 0 | 87,910 | 0 | 87,910 | (0) | 5,025,836 | 0.10% |
| **TOTAL PENSION INVESTMENTS** | **91,204,384** | **1,662,977** | **435,537** | **544,148** | **(137,514)** | **2,505,149** | **(700,000)** | **93,009,533** | **2.76%** |
| **TOTAL CASH AND INVESTMENTS** | **261,658,108** | **4,231,099** | **(299,355)** | **2,351,841** | **(373,049)** | **5,910,536** | **11,417,595** | **278,986,240** | |

**Fiscal year to date*

JACKSONVILLE BEACH

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6274
Fax: 904.270.1642

www.jacksonvillebeach.org

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: The Honorable Mayor and Members of the City Council

FROM: Mike Staffopoulos, City Manager

SUBJECT: Appointment of the Police Chief

DATE: May 16, 2019

ACTION REQUESTED

Approve the City Manager's decision to appoint Commander Gene Paul Smith to the position of Police Chief, effective May 21, 2019.

BACKGROUND

The City's former Police Chief, Pat Dooley, tendered his resignation in FY 2018. The City began the process of recruiting a new Police Chief in first quarter FY 2019, through the STARS program, comprised of retired police chiefs. The STARS program received 67 applications, and recommended 14 applicants for further consideration. From this list, staff conducted telephone interviews with 9 semi-finalists, and conducted in-person interviews with 6 finalists, of which one was Commander Smith.

I have decided to appoint Commander Smith to the Police Chief position based on a number of factors. He is the candidate of choice for the two Police Department interview panels, and has strong technical, management, and leadership attributes. Commander Smith fully understands the role and responsibility of Police Chief and my expectations as a member of Executive Management going forward. Further, he and I are in alignment on his vision for the future of the department.

Pursuant to the City's Code of Ordinances, Chapter 23 – Police, Article II. – Police Department, Sec. 23-17. – Appointment of chief of police and members of force, the City Manager shall designate the chief of police with the approval of the City Council.

Gene Paul has been employed by the City in the Police Department for almost twenty-five years, currently serving as a Commander. He received a Bachelor of Arts degree in Criminal Justice from the University of North Florida, and a Master of Arts degree in Management from Webster University. He has attended numerous trainings around the country, obtained a number of technical certifications, and been a certified instructor to new officers.

Gene Paul is highly respected within the City, and particularly within the department. His professional qualifications and extensive experience with the City makes him the ideal candidate for the Police Chief position. Attached is his resume for your information.

RECOMMENDATION

Approve the City Manager's decision to appoint Commander Gene Paul Smith to the position of Police Chief, effective May 21, 2019.

February 15, 2019

Dear Sir/Madam,

RE: Chief of Police Position, City of Jacksonville Beach

I am excited to apply for the position of Chief of Police for the City of Jacksonville Beach, Florida.

I am a 24-year employee with 16 years at the rank of Commander with the Jacksonville Beach Police Department. I meet or exceed all requirements as described in the job posting dated February 15, 2019, on the Florida Police Chiefs Association website.

I possess a deep affection for the police department, where I began and will end my law enforcement career, and for this city where I currently reside and raised my children. I truly believe the Jacksonville Beach Police Department is the finest police department in the country. It would be the honor of my professional career to lead the best group of people I have ever known, the employees and volunteers of this department.

I have deep institutional knowledge and unique understanding of the city and the police department and the challenges it faces. I am looking forward to competing for this position. Included in this packet is my bio/executive summary and complete resume.

Sincerely,

Commander Gene Paul N. Smith

# Gene Paul N. Smith

[redacted] [redacted] [redacted]

Education

Master's Degree in Management, Webster University—Degree program required extensive research, including primary and secondary research, and extensive presentations. Familiarity with PowerPoint, and strong public speaking skills were required. Curriculum included emphasis on Human Resource Management, Business Management, Labor Law, Leadership Principles, Budgeting, Business Law, Ethics, and Project Management.

Bachelor's Degree in Criminal Justice, University of North Florida—Minor in Sociology.

Graduate of Senior Leadership Program, Florida Department of Law Enforcement—Fourteen (14) month senior management course included the study of advanced management principles in business as well as government service. Focused on anticipating future trends in management and major case studies, including the cause of the Challenger disaster. Extensive public presentations were required along with graduate level primary research on a topic of the student's choice.

Graduate of Instructor Techniques Course, State of Florida—Eighty (80) hour course. State-certified as Criminal Justice Instructor. Course included principles of adult learning, presentation skills, lesson plan creation, communications skills, and improvisation.

Experience

2016 – Present Jacksonville Beach Police Department
2005 – 2008

Detective Division Commander—Third in command of department. Responsible for all criminal investigations in the department, including property crimes, crimes to persons [eight (8) homicides; all eight (8) investigated and solved], and organized crime. Currently supervising three sections, General Investigations Team, Community Response Team, Community Assisted Policing Effort, which includes 23 personnel. Supervising one detective on the HIDTA team, and responsible for all criminal asset forfeitures.

2013 – 2016 Jacksonville Beach Police Department
2008 – 2011

Patrol Division Commander—Second in command of the department. Responsible for all operations of the patrol division. Responsible for planning and implementation of all special events. Supervise K-9 unit, traffic unit, and

evidence technician program. Served as acting chief of police numerous occasions. Extensive experience as Operations Section Chief during seveal hurricanes, most recently Fay, Matthew, and Irma. Certified through ICS 300/400, and successfully completed a Train-the-Trainer course by FEMA to deliver instruction in ICS 300/400.

2011 – 2013 Jacksonville Beach Police Department
2002 – 2005

Services Division Commander—Charged with all aspects of operating the division, including monitoring overtime, budgeting, obtaining equipment, employee evaluations, and employee discipline. Assists with overall departmental budget, strategic planning, tactical planning, and the department business plan. Charged with the acquisition of capital improvements, including police vehicles, computer equipment, and upgrades to the police facility. Strong community policing philosophy with an emphasis on customer service, professionalism, and ethics.

Supervision of the Accreditation Section—Successfully led reaccreditation process in 2003 and 2009, extensive experience with CALEA standards, the accreditation process, the intent and benefits of CALEA, the creation of policies and procedures, and how to apply CALEA standards to departmental policy.

Supervision of Citizen Police Academy, Alumni Association, Citizens on Patrol—Our hugely successful volunteer program which is renowned throughout the state.

Supervision of the Recruiting Section—Facilitated largest hiring effort in last 25 years (2003), assisted in the processing of over 100 applicants with the result of hiring ten (10) sworn and eight (8) civilian personnel in under six (6) months. Extensive experience with the recruiting process. Understands the importance of hiring quality personnel and devised new ways to recruit and train new hires.

Supervision of the Communications Section—Understands the difficulties facing recruitment, training and retention of quality communications personnel. Familiar with multiple law enforcement software systems. Familiar with communications center operations and administration, including areas of scheduling, daily operations, and equipment.

Supervision of the Records Section—Understands the importance of accurate record keeping. Supervised the transition to a wireless reporting system. Experience with data entry programs, daily operations, cash audits, and customer service issues.

Department's Grant Manager—Extensive experience with writing and managing state and federal grants. Managed the Byrne Memorial Grant, COPS Grant, Jacksonville Beach portion of the Duval County Local Law Enforcement Block Grant, the city's Local Law Enforcement Block Grant, and the Safe Streets Grant. Experience in grant "matches" and criteria for spending of the Law Enforcement

Trust Fund and the Federal Equitable Sharing Funds.

Supervision of the Property Section—Familiar with daily operations of a property room, including model policies and procedures, evidence handling, equipment tracking, and routine inspections.

Supervision of the Information Technology Section—Involved in daily operations by working with IT manager. Oversaw the department's transition to a paperless, wireless, report-writing system. Then supervised the department's major IT upgrade in 2009.

Supervision of the Training Section—Charged with the operation of the training section and responsible for all departmental training, including mandatory and specialized training. Supervised the management of training records and curriculum.

Responsible for the planning and implementation of all special events in the city. Extensive experience relating to homeland security, scheduling, logistics, traffic plans, tactical responses, crowd control, and command post operations. Planned numerous large events with 60,000-100,000 visitors. Experienced in the area of the Incident Command System.

(NOTE: The commanders rotate divisions every two years.)

2000 – Present Jacksonville Beach Police Department

SWAT Team Member (1995)/Commander (2000)—Responsible for all areas of police special operations, including barricaded subjects, search warrants, VIP protection, special event planning, and narcotics operations. Supervising a part-time SWAT team of twenty operators and negotiators. Veteran of over one hundred fifty (150) missions with extensive experience in raid planning, tactical command and control, tactical training, and school shooting responses. Trained and helped implement SWAT teams for two (2) agencies. Hundreds of hours in the instruction of tactical training with specialty in scenario-based simmunition training. Lead instructor for basic SWAT school held in the region and sponsored by the department. Graduate of the Naval Criminal Investigative Service Protective Services Operations Training Program (NCIS-PSOTP), highlighting executive/VIP protection.

2010 – Present Institute of Police Technology and Management

Adjunct Instructor at the Institute of Police Technology and Management (IPTM), tactical enforcement unit, Jacksonville, Florida—Delivers SWAT decision making and leadership, high risk search warrant, and drug unit commander for IPTM.

1999 – 2002 Jacksonville Beach Police Department

Detective Sergeant—Charged with the supervision of an eight (8) officer special problems unit charged with organized crime, vice activities, and narcotics enforcement. Plank holder and creator of the highly successful Community Response Team. First member of the team. Created policies, goals, objectives, and enforcement strategies for the unit. Extensive experience in police special operations, including narcotics enforcement, prostitution enforcement, criminal transient enforcement, undercover and decoy operations. Extensive experience with criminal forfeiture, Eighth Amendment issues, confidential funds management, confidential enforcement management, the tracking of sexual predators, problem-solving, and community-oriented policing strategy involving special problems. Experience in aggressive street enforcement tactics and the philosophy of the "Broken Windows" approach to policing. Planned, supervised, and participated in over seventy-five (75) narcotics reverse sting and prostitution operations, two hundred (200) undercover operations and supervised over three thousand (300) arrests for the unit in three (3) years. Supervised two (2) OCDETF investigations with the Drug Enforcement Administration and the Bureau of Alcohol, Tobacco, and Firearms. Former department internal investigator with numerous internal investigations completed.

1997 – 1999 Jacksonville Beach Police Department

Patrol Corporal—Midnight shift

1995 – 1997 Jacksonville Beach Police Department

School Resource Officer—Fletcher Middle School

1994 – 1995 Jacksonville Beach Police Department

Patrol Officer—Various shifts

Interests

Physical fitness
Family

References/
Endorsements

Kathleen Bailey
Owner/Editor, Beaches Leader Newspaper
1372 Beach Boulevard
Jacksonville Beach, Florida 32250
904-249-9033

Richard Pike
Chief of Police, Neptune Beach Police Department
200 Lemon Street
Neptune Beach, Florida 32266
904-270-2413

Robert Hardwick
Chief of Police, St. Augustine Beach Police Department
2300 AIA South
St. Augustine , Florida 32080
904-471-3600

Bruce Thomason
Chief of Police (ret.), Jacksonville Beach Police Department
Address on File
Phone Number on File

Matt O'Keefe
Rear Admiral, US Navy/Assistant State Attorney, 4th Judicial Circuit
311 West Monroe Street
Jacksonville, Florida 32202
904-255-2500

Melissa Nelson
State Attorney, 4th Judicial Circuit
311 West Monroe Street
Jacksonville, Florida 32202
904-255-2500

Sam Williams
Director, St. John's County Sheriff's Office
4015 Lewis Speedway
St. Augustine, Florida 32084
904-824-8304

C. David Young
Master Sergeant, FOP Lodge 17/ Police Union
101 Penman Road South
Jacksonville Beach, Florida 32250
904-270-1661

Kam Durham
President, Jacksonville Beach Police Citizen Police Academy Alumni Association
101 Penman Road South
Jacksonville Beach, Florida 32250

Steve Woodard
Chief, City of Jacksonville Emergency Preparedness Division
515 North Julia Street
Jacksonville, Florida 32250
904-255-3110

Tom Taylor
Former Jacksonville Beach City Council Member
603 15th Street North
Jacksonville Beach, Florida 32250
904-329-0663

*Cell phone numbers available upon request

JACKSONVILLE BEACH

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www.jacksonvillebeach.org

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor and City Council

FROM: Mike Staffopoulos, City Manager

SUBJECT: City Attorney Recruitment

DATE: May 15, 2019

**ACTION REQUESTED:**

Authorize the City Manager to recruit for the City Attorney.

**BACKGROUND:**

On February 4, 2019 City Attorney Susan Erdelyi of Marks, Gray, PA announced her intention to resign her position of City Attorney for Jacksonville Beach in a Council Briefing. The issue was discussed at the February 26, 2019 Council Briefing. Council requested information as to how City Attorney services are handled in neighboring jurisdictions and what their financial obligations are either under contract or salary. The table *City Attorney Salaries and Retainers Comparison* (attached) provides information from five surrounding municipalities.

Staff has created a City Attorney job description, to be used for the recruitment of a new City Attorney (attached). City Council also suggested an advertisement for hiring a full-time in-house City Attorney, along with a Request for Proposal (RFP) or a Request for Qualifications (RFQ) be developed for consideration prior to moving forward. Those have not been prepared at this time. Instead, the recently used Police Chief advertisement is provided as an example of what the City would do for advertising a full-time in-house position, and an RFQ and RFP for services are provided as examples of what the City would do for pursuing a contractual relationship with a firm (all attached). An RFQ would be preferred over RFP, as an emphasis is placed on qualifications rather than pricing.

The February 26, 2019 Council Briefing memorandum (attached, without the information for neighboring jurisdictions) identifies the City Charter requirements for the City Attorney, along with the recommendation to hire a full-time in-house City Attorney, with a proposed hiring process. Since that Briefing, my recommendation has not changed from a preference for a full-time, in-house City Attorney. If anything, additional exposure to Department Directors and their day to day legal issues only reinforces my position as to recommendation.

**RECOMMENDATON:**

Authorize the City Manager to begin recruiting for a full-time in-house City Attorney in accordance with the process outlined by staff.

Attachments:

- City Attorney Salaries and Retainers Comparison
- City Attorney Job Description (Proposed)
- City of Jacksonville Beach Police Chief Advertisement
- City of Jacksonville Beach Request for Qualifications (RFQ) for Guana Post Design Engineering Services
- City of Jacksonville Beach Request for Proposal (RFP) for Pay and Classification Study
- Council Briefing Memorandum, February 26, 2019 (without neighboring jurisdiction information)

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# City Attorney Salaries and Retainers Comparison
8-May-19

| | Salary (Annual) | Retainer (Monthly) | Retainer (Annual) | Notes |
|---|---|---|---|---|
| Atlantic Beach | -- | $4,500 | $54,000 | Retainer is per month for up to 20 hours; $250/hour thereafter. |
| Fernandina Beach | $142,777 | -- | -- | Contractual, full time position. |
| Neptune Beach | $127,308 | -- | -- | Contractual, full time position (currently vacant). |
| Orange Park | -- | $8,000 | $96,000 | Retainer is per month; anything beyond defined scope is $250/hour. |
| St. Augustine | $147,439 | -- | -- | Contractual, full time position. |
| Jacksonville Beach | -- | -- | -- | All work, all attorneys billed at $175/hour. |

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CITY ATTORNEY

GENERAL DEFINITION AND CONDITIONS OF WORK:

The City Attorney is a professional position reporting directly to and supervised by the City Council. This position is responsible for providing legal support to the City Council of Jacksonville Beach, City Administration, Departments and related City Boards and Committees. Performs complex professional and administrative work on all aspects of municipal law, including, but not limited to: drafting ordinances and resolutions; civil and criminal code enforcement litigation; land use; public hearings; contracts and procurement; inter-local agreements, utilities, public safety, finance and taxation and labor; Florida public records law and Government in the Sunshine requirements. The City Attorney is responsible for preparing and presenting cases in federal and state courts and administrative proceedings. Performs related work as required. Work is performed within the framework of established policies and requires independent responsibility, initiative and judgment. Occasional evening work is required.

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects, and some light work requiring the exertion of up to 20 pounds of force occasionally, up to 10 pounds of force frequently, and a negligible amount of force constantly to move objects; work requires reaching, standing, walking, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

- **Perform the functions and duties as specified in the City of Jacksonville Beach Charter and Code of Ordinances.**
- Reviews, interprets and provides legal advice on existing and proposed state and federal legislation and regulations applicable to the City.
- Provides City staff with legal review and advice regarding code interpretation, contracts, resolutions, ordinance drafting, risk management, public safety, code enforcement and personnel matters.
- Represents the City in bid, purchasing and contract negotiations.
- Works in conjunction with departments on all matters pertaining to the City's Comprehensive Plan and Land Use Regulations.
- Regularly meets with City officials and employees offering in-house training on matters of a legal nature, including, but not limited to, Florida public records law, ethics and Government in the Sunshine.
- Reviews, revises and prepares inter-local agreements with other governmental entities.
- Prosecutes criminal and civil municipal ordinance and other violations and represents the City of Jacksonville Beach in County Court. Responsible for legal review, drafting all necessary motions, compliance discovery, arraignments, pre-trial, pleas and proffers, trials, post-trial motions and appeals.
- Represents the City and City Council in litigation and appeals in Federal and State courts.
- Coordinates with the Special Magistrate on resulting prosecution of municipal ordinance citations and cases proceeding to the court system. Requires familiarity with code enforcement statutory and case law, liens and foreclosures.
- Undertakes special projects as assigned by the City Council or required by City

Departments.

- Retains, coordinates and monitors the performance of contracted legal specialists.
- Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Comprehensive knowledge of: Federal, state, and municipal laws; Methods of litigation and court representation; State laws and court cases applicable to municipalities and public bodies; Various operations of a municipal government; Legal research methods; Rules of evidence and general statutory and case law; Management and public administration principles and methods; Related computer applications.

Ability to: Conduct all aspects of litigation as a representative of the City; Direct subordinates in processing civil and criminal actions and defending civil actions; Prepare a variety of legal documents, instruments, and reports; Formulate and present complex legal opinions on various aspects of City operations; Communicate with others, make sound decisions and assimilate and understand information in a manner consistent with the essential job functions; Establish effective working relationships throughout the City organization and community.

EDUCATION AND EXPERIENCE:

Graduation from an America Bar Association accredited law school with a Juris Doctor (J.D.) degree and membership in good standing with the Florida Bar Association. City County and Local Government Law Certification from the Florida Bar preferred.

Minimum of ten (10) years' legal experience in municipal law, or an appropriate combination of education and experience with (5) years of experience in Florida local government practice mandatory. Significant experience, interests, and skills in local government law, criminal misdemeanor prosecution, real estate transactional law, land use and zoning, environmental permitting, representation of public boards, and legal research and writing in related fields preferred.

Florida Driver's License required.

Must be able to pass a police background check.

SPECIAL REQUIREMENTS:

In the event of a hurricane, major storm, natural or manmade disaster that may threaten the area, the City Attorney will be required to perform emergency duties as directed.

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# City of Jacksonville Beach, Florida Police Chief

THE CITY OF JACKSONVILLE BEACH, FLORIDA IS SEEKING A

# POLICE CHIEF

OPENING FEBRUARY 15, 2019
CLOSING MARCH 15, 2019

## The Community

Jacksonville Beach is located on the Atlantic Ocean, east of Jacksonville, Florida. It is bordered by the City of Neptune Beach to the north and Ponte Vedra Beach to the south and the Intra-Coastal Waterway to the west. The City occupies 8.06 square miles with a population of 23,500.

The City is governed by a seven member City Council. The City Council appoints a City Manager to head administrative functions and direct City operations. The Police Chief works under the direction of the City Manager.

The City employs a staff of approximately 480 employees, including full-time and seasonal employees, and provides the full array of municipal services, including electric, water, sewer, fire, police, sanitation, and recreation.

Recreational services include an 18-hole golf course, tennis facility, skate park and nature preserves. The City is also the host to many festivals including the Jazz Series, annual Fourth of July fireworks and a bi-annual air show featuring the Blue Angels.

Due to its world-class beaches, recreational activities and available parking, Jacksonville Beach is the primary beach destination for the Jacksonville metropolitan area. As a result, the population of the City can substantially increase on weekends and holidays.

## The Police Department

The Jacksonville Beach Police Department is accredited by the National Commission on Accreditation for Law Enforcement Agencies. It is a full-service police department with a budget of $10.6 million and employs over 100 personnel, with 67 full-time sworn officers, 23 full-time civilian personnel and 12 part-time civilian personnel. Services include Animal Control, Detective Division, Services Division, Patrol Division, Crime Scene Unit, Parking Services, and Dispatch.

The Police Department established a Citizens Police Academy in 1998, and currently has over 1,000 graduates. These graduates, along with the members of the Citizens on Patrol program, logged over 11,000 hours of volunteer service to the community in 2018.

Members of the Jacksonville Beach Police Department subscribe to values

that the department believes are essential to accomplishing its mission. Those values include Compassion, Dependability, High Moral Character, Initiative, Integrity, Professionalism, and Self Improvement.

# The Ideal Candidate

The City of Jacksonville Beach is looking for a strong leader who is able to demonstrate characteristics of professionalism, through prior experience, the skills and abilities described below.

## Strategic Leadership

The new Police Chief will be responsible for setting the tone and vision for the Department, building on the work of the prior Chief and working to ensure that it is translated into day-to-day actions. The Chief will ensure a linkage between the strategic direction and the operational and administrative functions. Modeling leadership behaviors and instilling confidence in stakeholders and employees will be an important aspect of the Chief's job.

## Organizational Leadership

The Police Chief, along with other department directors, is a high profile position within the City's leadership. All directors function as leaders for the greater good of the organization and community, not just their department. Directors are expected to collaborative, both across department lines and vertically within the organization to help resolve community issues or progress organizational initiatives. Directors are role models for the entire organization, demonstrating characteristics of professionalism, integrity, support and empathy. The new Chief is expected to be an active member of this leadership team, to earn the trust and respect of his/her fellow directors and to provide the same in return.

## Budget and Financial Management

The new Police Chief will work closely with the City Manager to identify, discuss and implement budget priorities. The Chief will be responsible for managing the budget to meet goals and adjust budgetary priorities when needed to meet these goals. The Chief will be expected to explore opportunities for unique and creative sources of financial assistance.

## Operational Readiness/Emergency Action

A key aspect of the Police Chief's role is ensuring that the Department is positioned to respond to/handle a range of law enforcement activities such as patrol, investigations, security, etc., and other emergency situations such as natural and man-made disasters. Unique concerns such as gang-related activity and an influx of seasonal visitors may need special attention from the Chief, as situations arise and opportunities present themselves. Further, the Chief is expected to respond to major incidents and provide support to Commanders as needed at the incident, as well as during the investigative activities.

The Chief may be required to coordinate and collaborate across both private and public agencies in order to accomplish the operational aspects of the job. From time-to-time, interaction with the press may be necessary, but this it is not considered a key role for the Chief.

## Community Relations

The new Police Chief will be expected to have a prominent presence within the community, including both the business and citizen groups and the community at large. The new Chief will need to seek out opportunities to interact with the community on an informal and/or formal basis, e.g., attending neighborhood meetings, implementing community outreach programs, such as community policing, prevention programs, etc. This presence should be evident during emergency and non-emergency situations. Further, the Chief must balance the needs of different constituencies within the community to ensure effective police services are provided to all.

The Chief will serve as a role model for the Department in interacting with the community, guiding the staff in this process, and ensuring community relations are effectively addressed at all levels and will establish favorable public relations.

## Team Leadership

The Police Chief should encourage open and honest discussions with employees about ways to improve the police department and the services it provides and should ensure employees understand their input is valued. The Chief will interact with command staff on a regular basis to guide, develop, and inform. As part of this leadership, the Chief will ensure his/her leadership team manages others in a manner consistent with the Departmental goals, tone and vision. It is important therefore, for the Chief to actively encourage communication and sharing of ideas among the leadership team.

## Government Relations

The Police Chief must work within a City Manager/Mayor/Council form of government. Therefore, the Chief must work closely with the City Manager, keeping him informed and up-to-date on Departmental activity. While interactions may occur with the Council and/or Mayor, the major line of communication and interaction is within the context of working with the City Manager. The City Manager is responsible for serving as the main point of contact with the Mayor and City Council.

## Managerial Stewardship

The Police Chief is expected to be the manager of the department, able to respond to issues on a wide range of topics such as Human Resources, legal, union, disciplinary process, etc., ensuring that policy and practice are in sync and that the Department is meeting its goals and objectives. The new Chief must develop and maintain an effective working relationship with the union, but does not actively participate in negotiations.

## Experience

The Chief will communicate effectively both in writing and verbally within the department, with City officials and with community members.

The Chief will have experience working through the accreditation process with a recognized law enforcement agency.

The Chief will have good technological skills and experience working with social media.

Experience working within a City Manager/City Council form of government is preferred.

# Candidate Qualification Criteria

The Police Chief will have at least 10 years of law enforcement experience with at least 5 years of experience as a Police Chief or at the command level in a similarly urbanized jurisdiction. Progressive supervisory and management experience with a broad range of operational experience may be considered in lieu of command level experience.

Possession of a valid Florida Driver's License required or the ability to obtain one.

Residency within the City limits is not required but is preferred.

## Education

Graduation from an accredited college or university with a bachelor's degree in Law Enforcement, Criminology, Public Administration, or a related field or any equivalent combination of education and experience.

Preference will be considered for applicants who graduated from the, the FBI National Academy, the Florida Department of Law Enforcement's Executive Leadership, Southern Police Institute's Administrative Officers course and/or other comparable courses.

Florida Law Enforcement Certification or the ability to acquire one within 180 days.

## Physical Demands

The candidate will be required to undergo a physical and psychological exam, if selected.

## Salary Range

The salary range is $75,000 to $121,600 dependent upon education/experience.

## Benefits

Competitive benefits package available that includes:

- Defined Benefit Pension Plan
- Deferred Compensation Plan
- City paid Health, Dental, and Life Insurance
- Flexible Spending Account
- Sick and Vacation
- Nine Paid Holidays
- Tuition Reimbursement
- Wellness Program
- Employee Assistance Program
- Professional Development and Training Opportunities

## Application Process and Deadline

The Florida Police Chiefs Association STARS Executive Search Program is assisting in the search process.

**To apply, please forward a cover letter and resume to:**

**The Florida Police Chiefs STARS Program via email at stars@fpca.com no later than March 15, 2019.**

THE CITY OF JACKSONVILLE BEACH IS AN EQUAL OPPORTUNITY EMPLOYER AND ASSURES FAIR TREATMENT OF APPLICANTS AND EMPLOYEES IN ALL ASPECTS OF PERSONNEL ADMINISTRATION WITHOUT REGARD TO POLITICAL AFFILIATION, RACE, NATIONAL ORIGIN, AGE, SEX, RELIGIOUS AFFILIATIONS, MARITAL STATUS, MENTAL OR PHYSICAL DISABILITY, GENDER, SEXUAL ORIENTATION, VETERAN STATUS OR ANY OTHER PROTECTED CLASS UNDER STATE AND FEDERAL LAWS WITH PROPER REGARD FOR THEIR PRIVACY AND CONSTITUTIONAL RIGHTS AS CITIZENS.

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# City of Jacksonville Beach

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

## REQUEST FOR QUALIFICATIONS

| | |
|---|---|
| **RFQ Number:** | **01-1718** |
| **RFQ Title:** | **Guana Substation Expansion Post-Design Engineering Services for Beaches Energy Services** |

| **Submittal Deadline** | |
|---|---|
| **Day:** | Wednesday |
| **Date:** | **February 14, 2018** |
| **Time:** | **2:00 P. M.** |
| **Location:** | Property and Procurement |
| **Address:** | 1460A Shetter Ave., Jacksonville Beach, FL 32250 |

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

| | |
|---|---|
| RFQ Advertised | 17-January-2018 |
| Deadline to Submit Questions | 31-January-2018 |
| Addendum (if necessary) Issued | 07-February-2018 |
| **Submission Deadline** | **14-February-2018** |
| RFQ Opened | 14-February-2018 |
| RFQ Evaluated by | 21-February-2018 |
| Recommendation to Council | 24-February-2018 |

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# SECTION A: OVERVIEW

# SECTION A: OVERVIEW

## 1. PURPOSE:

The purpose of this RFQ is to provide supplementary professional engineering services during the bid and construction phases of the expansion of Guana Substation project for Beaches Energy Services.

Request for Qualifications (RFQ) is a single-phase process for securing professional services. Responses received to this RFQ will be evaluated and ranked by a Selection Committee in accordance with the process and evaluation criteria contained in Sections D and E of this document.

## 2. RFQ DUE DATE: 2:00 PM WEDNESDAY FEBRUARY 14, 2018

Subject to the terms and conditions specified in this **Request for Qualifications (RFQ)**, proposals will be received until **2:00 P.M., Wednesday, February 14, 2018,** then, opened publicly by the Property and Procurement Division, 1460A Shetter Avenue, 1st Floor, Jacksonville Beach, Florida 32250.

## 3. ELIGIBILITY:

The engineering services contractor(s) must be licensed under Chapter 471 or Chapter 481 F.S., and has implemented an Engineering Services Contract with another municipal government customer located in the State of Florida within the last five years.

The contractor's place of business must not be more than 250 miles from the City of Jacksonville Beach Operations & Maintenance facility located at 1460 Shetter Avenue, Jacksonville Beach, FL.

## 4. CONTRACT AWARD:

The City reserves the right to enter into a contract with the selected firm(s) that the City deems to offer the best overall qualifications and experience. In addition, the City Manager, as the City's representative, in his sole discretion, reserves the right to cancel this RFQ, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

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

The City reserves the right to award this contract to multiple firms. Notwithstanding the contract(s) resulting from this RFQ, 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 RFQ. 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.

## 5. ANTICIPATED RFQ TIMELINE:

The **anticipated** schedule for this RFQ is as follows:

| | |
|---|---|
| RFQ Advertised | 17-January-2018 |
| Deadline to Submit Questions | 31-January-2018 |
| Addendum (if necessary) Issued | 07-February-2018 |
| **Submission Deadline** | **14-February-2018** |
| RFQ Opened | 14-February-2018 |
| RFQ Evaluated by | 21-February-2018 |
| Recommendation to Council | 24-February-2018 |

## 6. SUBMITTAL REQUIREMENTS:

Submit completed package **one (1)** original plus **three (3)** copies and **one (1)** CD (or USB thumb drive) in one sealed envelope. Packages received without the requested information or quantities may be rejected.

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

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

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

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at Purchasing@jaxbchfl.net no later than **Wednesday, January 31, 2018**. Interpretation will be in the form of an addendum and will be published on the RFQ section of the City's website.

# SECTION B: GENERAL PROVISIONS

## SECTION B: GENERAL PROVISIONS

### 1. INSTRUCTIONS TO RESPONDENTS:

- **Technical Provions** that are **explicit** to this particular **Request for Qualifications Number 01-1718** are found in **SECTION C,** which begins on **page 19**.

- **The Minimal Proposal Package shall consist of the following:**

  Respondent's profile and submittal letter

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

  All forms must be completely filled out, appropriately executed and submitted as part of the proposal package. These start on **page 28**.

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

### 2. TERMS AND CONDITIONS:

A. General. It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."

B. Time for CITY Acceptance. Unless otherwise specified herein, the submitter will allow ninety (90) days from the last date for the receiving of proposals for acceptance of its submittals by the CITY.

C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.

D. Contract Termination. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:

1) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.

2) The CONTRACTOR fails to perform the work in a timely manner as determined by the CITY.

3) *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.

E. Award.

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

2) The CITY specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be itemized separately and no attempt shall be made to tie any item or items together.

F. 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.

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

## 3. ADDITIONAL INFORMATION:

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

## 4. ADDENDA TO THE RFQ:

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

## 5. USE OF PROPOSAL RESPONSE FORMS:

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

## 6. DEVIATIONS FROM REQUESTED PLAN:

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

## 7. CONFLICT WITH SPECIMEN CONTRACTS:

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

## 8. ERRORS IN SUBMITTALS:

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

## 9. LEGAL AND REGULATORY COMPLIANCE:

The bidder 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 # 11**
**EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET**
**MAILING ADDRESS: 11 NORTH THIRD STREET JACKSONVILLE BEACH, FL 32250**

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

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

## 11. WAIVER/REJECTION OF REPONSES:

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

## 12. AUTHORIZED OFFER:

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

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

## 13. EVALUATION OF RESPONSES:

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

## 14. PUBLIC ENTITY CRIMES STATEMENT:

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

## 15. CONFLICT OF INTEREST CERTIFICATE:

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

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

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

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

## 16. DISCRIMINATION CLAUSE:

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

## 17. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY:

A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety. The Contractor must employ all possible means to prevent contamination or pollution of air, waterways and soil.

B. The CITY's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or

damage sustained as a result of a violation of this Article from the Contractor to the CITY; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this agreement.

## 18. INSURANCE REQUIREMENTS:

### *18. (A) GENERAL INSURANCE PROVISIONS*

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

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

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

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

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

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

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

### *18. (C) COVERAGE REQUIREMENTS:*

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

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

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

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

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

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

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

Commercial General Liability in Occurrence Form.

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

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

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

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

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

| | | |
|---|---|---|
| Amount: | $1,000,000 | aggregate |

Business Auto Liability Coverage is **required for Contractor and all subcontractors.**

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

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

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

Pollution Liability Required of Contractor and all subcontractors.

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

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

**Excess or Umbrella Liability Coverage.**

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

| | | |
|---|---|---|
| Limits of Liability: | $1,000,000 | Each Occurrence |
| | $1,000,000 | Aggregate |

Claims Made Coverage – No Gap

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

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

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

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

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

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

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

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

## 19. PERFORMANCE AND PAYMENT BONDS: N/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 Bid/Proposal, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney-in-Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so.

The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period.

## 20. BANKRUPTCY:

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

## 21. NONEXCLUSIVE:

Notwithstanding the contract resulting from this RFQ, 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 RFQ. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

## 22. DRUG FREE WORKPLACE COMPLIANCE FORM:

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

## 23. WARRANTY:

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

## 24. PROTEST:

Any respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the 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.

## 25. FRAUD AND MISREPRESENTATION:

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts

with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

## 26. OMISSIONS IN SPECIFICATIONS:

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

## 27. FORCE MAJEURE:

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

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

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

## 28. PROPOSAL AWARD NOTICE FORM:

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

## 29. INDEMNIFICATION:

The firm, without exception, shall indemnify and hold harmless the City of Jacksonville Beach, its officers, agents, and employees from any and all liability of any nature and kind including costs and expenses for, or on account of, any copyrighted materials, patented or unpatented

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

**30. RFQ IS NOT A BID:**

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

# SECTION C:

# TECHNICAL PROVISIONS

# SECTION C: TECHNICAL PROVISIONS

To provide contractual services for a project titled: **Guana Substation Expansion Post-Design Engineering Services for Beaches Energy Services**

## 1. OBJECTIVE:

Background: The City of Jacksonville Beach is seeking letters of interest and submittals of qualifications from persons or firms interested in providing supplementary professional engineering services during the bid and construction phases of the expansion of Guana Substation project for Beaches Energy Services.

The project includes addition of a 30/40/50 MVA 138kV-27kV power transformer, associated breakers, bus work and equipment to create a 138kV ring bus at this substation, and provide for an additional 27kV main bus and feeders.

The project also includes site clearing and grading, oil containment, and transmission line modifications. Also included is the related substation physical, relay, and control panel work at Sampson and Fort Diego substations to upgrade the transmission line relaying. Some final design revisions and agency approval (permit) related services are also included.

Separate bid packages have been prepared for the substation equipment package and general construction contract. Beaches Energy Services (BES) purchased the transformer which has been delivered. BES will also purchase the 138kV and 27kV breakers.

Requested Services: Services during bid and construction which will include review of vendor and contractor bids, attendance at preconstruction conference, submittal reviews, shop drawing approvals, responding to Requests for Information, observation of critical construction events (substation, transmission, and site civil), review of construction contractor pay requests, commissioning of relay panels, preparation of record drawings, final as-built site survey and completion of permitting. Plans updates required by agency reviews may also be required.

## 2. TECHNICAL REQUIREMENTS:

Firms wishing to be considered for this contract must show evidence that the personnel assigned to the projects have experience and proficiency in the following areas:

**2.1** Underground distribution construction practices and materials
**2.2** Overhead transmission and distribution construction practices and materials
**2.3** Bulk power and distribution substation equipment, construction practices and materials
**2.4** System planning, protection and controls

**2.5** System operation and maintenance
**2.6** Fault analysis and system coordination
**2.7** SCADA, load management and distribution automation
**2.8** ARC flash analysis and OSHA compliance
**2.9** NERC standards compliance
**2.10** Smart grid system integration and G.I.S.
**2.11** RTU equipment and communications

## 3. GENERAL INFORMATION:

All responses shall provide a straight-forward, concise delineation of the respondent's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content, and not on volume or elaborate presentation materials.

Respondents who submit a response to this RFQ may be required to make an oral presentation to the Selection Committee.

The contents of the response submitted by the successful respondent as well as this RFQ will become part of any contract awarded as a result of the Scope of Services contained herein. The successful respondent will be expected to sign a contract with the City.

The City reserves the right to reject any and all responses received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City.

The City of Jacksonville Beach is not responsible for the U.S. Mail or private couriers regarding receipt of a proposal.

The submission of a response shall be considered prima facia evidence that the firm has full knowledge of the scope, nature, quantity, and quality of work to be performed, the requirements of the specifications, and the conditions under which the work is to be performed.

The firm shall furnish the City with any additional information that may be reasonably required.

The City reserves the right to conduct interviews with any or all firms prior to the final selection. The City will not be liable for any costs incurred by the firm in connection with an interview.

All materials submitted in response to this Request for Qualifications shall become the property of the City of Jacksonville Beach.

All expenses incurred by a firm to respond to this RFQ shall be the obligation of the firm and shall not be a liability of the City.

The City reserves the right to use the City's resources, facilities, capabilities, and materials for services requested in the RFQ. All materials and work products produced by the firm for the City shall become the exclusive property of the City and shall not be disclosed or otherwise used in any manner whatsoever, without the prior written approval of the City.

# SECTION D:

# EVALUATION AND RECOMMENDATION

## SECTION D: EVALUATION AND AWARD PROCEDURES

The City's Selection Committee will evaluate the submittals and rank the respondents in the order of demonstrated qualifications, experience and competence to meet the needs of the City.

The City may, at its sole discretion, invite selected respondents to engage in discussions and/or make a presentation to allow the respondent an opportunity to support or clarify their qualifications. Following these discussions and or presentations, if they occur, the Selection Committee will submit their recommendations and ranking to the City Manager and/or City Council for approval.

If the City Manager and/or City Council accept the Selection Committee recommendations and ranking, and the City determines to proceed with contract negotiations, the City will attempt to negotiate a contractual agreement with the highest ranking respondent(s). If an agreement cannot be reached in a timely manner, as determined by the City, then negotiations will proceed with the next highest ranked respondent and so on. If a contractual agreement cannot be reached with any of the respondents initially qualified, the Selection Committee may qualify additional respondents from the submitted responses, or repeat the entire RFQ process at the City's sole discretion.

Evaluation Criteria will be based on the following:

1. Project Team Qualifications
2. Experience
3. References
4. Location of Firm

# SECTION E:

# SUBMITTAL REQUIREMENTS

## SECTION E: SUBMITTAL REQUIREMENTS

Respondents are strongly advised not to prepare responses based on any assumption or understanding that negotiations will take place. Respondents are advised to respond to this RFQ fully and with forth-rightness at the time of submission.

Respondents are strongly cautioned NOT to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or organizations involved in this selection may result, at the City's sole discretion, in dismissal from further consideration. Responses shall not be available for inspection by respondents until interviews, if scheduled, are completed and award has been made. After agreement award, all responses become matter of public record and are available for inspection by the general public.

The evaluation criteria below are intended to be the basis by which each response shall be evaluated, measured and ranked. The City of Jacksonville Beach hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received, compares to the said criteria. The information submitted shall be relevant to the project scope and be practical and concise. The recommendation of the evaluation committee shall be based on the following:

1. **Project Team Qualifications:**

    - Identify the Engineering Services team, their relationship and accountabilities within the services to be provided.
    - Provide proof of licensing as required by the State of Florida for engineering services as described herein.

2. **Experience:**

    - Provide resumes of key personnel, their disciplines, respective roles, education, licenses and their experience etc.
    - Present a concise outline of specific services your firm/team is qualified and prepared to provide.

3. **References:**

    List a minimum of three (3) projects for which the Engineering Services Contractor has provided/is providing Engineering Services which are similar to this project. In determining which projects are most related, consider: related size and complexity; how many members of the proposed team worked on the listed project; and how recently the project was completed. List the projects in priority order, with the most related project listed first.

    For each of the listed projects, provide the following information:

    a) Project Name and Location.

b) Type of Utility(s).
c) Contact Name, telephone number and email address.
d) Services Provided.
e) Approximate Project/Construction Start and End Dates.
f) Any project specific information relative to the services required by the City of Jacksonville Beach.

4. **Location of Firm:**

Provide the physical address of the firm on the Proposal Tender Form.

***At a minimum, response packages should include the required Forms described in Section F: Forms, together with the three criteria items described in Section E.***

# SECTION F:

# SUBMITTAL FORMS

# FORM 1

## PROPOSAL TENDER FORM (page 1 of 2)

RFQ NUMBER: **01-1718**
TITLE: **Guana Substation Expansion Post-Design Engineering Services for Beaches Energy Services**

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA DATE:_____

All services shall be provided meeting, and in compliance with this RFQ document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines.

**NOTE:** Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFQ, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the respondent's proposal for this RFQ.
I hereby certify that I have read and understand the requirements of **RFQ #: 01-1718 Guana Substation Expansion Post-Design Engineering Services for for Beaches Energy Services,** and as the respondent will comply with all requirements, and that I am duly authorized to execute this proposal document and any Contract(s) and/or other transactions required by award of this RFQ.

SUBMITTED BY: _____
Printed Name of Authorized Submitter

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE NUMBER:_____

EMAIL ADDRESS:_____

LICENSE NUMBER:_____

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

# FORM 1

## PROPOSAL TENDER FORM (page 2 of 2)

**PROPOSAL DOCUMENT TURN-IN CHECKLIST**

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

| INITIAL Check-Off | # | SECTION TITLE |
|---|---|---|
| [ ] | 1. | Title Page |
| [ ] | 2. | Table of Contents |
| [ ] | 3. | Letter of Transmittal |
| [ ] | 4. | **FORM 1:** PROPOSAL TENDER FORM (completed pages 29 - 30) |
| [ ] | 5. | **FORM 2:** RFQ AWARD NOTICE FORM – (completed page 31) |
| [ ] | 6. | **FORM 3:** REQUIRED DISCLOSURE FORM (completed page 32) |
| [ ] | 7. | **FORM 4:** DRUG-FREE WORKPLACE COMPLIANCE FORM (completed page 33) |
| [ ] | 8. | **FORM 5:** NONCOLLUSION AFFIDAVIT (completed page 34) |
| [ ] | 9. | **FORM 6:** Non-Bankruptcy Affidavit (page 35) |
| [ ] | 10. | **FORM 7:** Project Team Qualifications (page 36) |
| [ ] | 11. | **FORM 8:** Experience (pg. 37) |
| [ ] | 12. | **FORM 9:** References (page 38) |

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

**ADDENDA RECEIPT VERIFICATION**

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

| | |
|---|---|
| Addendum #: ____ Dated: ____ | Addendum #: ____ Dated: ____ |

# FORM 2

## RFQ AWARD NOTICE

## City of Jacksonville Beach

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

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

1. Company Name: _____

2. Address: _____

3. City, State & Zip: _____

4. Attention: _____

5. Phone: _____ Fax: _____

6. E-mail address: _____

PLEASE PRINT CLEARLY

**********

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

**********

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFQ No. 01-1718** per the attached Proposal Tabulation form(s).

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

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

Thank you for your proposal.
Sincerely,

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

# FORM 3

## REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded:

_____

_____

_____

_____

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_____

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_____

_____

_____

_____

Signed: _____ Title: _____

Contractor: _____

FORM 4

# DRUG-FREE WORKPLACE COMPLIANCE

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Vendor's Signature

# FORM 5

## NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says that:

1. He (it) is the _____, of _____the respondent that has submitted the attached proposal;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other respondent , firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any respondent firm, or person to fix the price or prices in the attached proposal or of any other respondent or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Respondents, or any person interested in the proposed Contract;

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: _____

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

_____ Notary Public

My Commission Expires: _____

# FORM 6

## NON-BANKRUPTCY AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

1. The subsequent certification statement is a true and accurate statement as of the date shown below.

2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFQ #: 01-1718**.

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:

# FORM 7

## PROJECT TEAM QUALIFICATIONS

Credentials of the project team (See Section E: paragraph 1 on page 24).

# FORM 8

## EXPERIENCE

Provide resumes of key personnel, their disciplines, respective roles, education, licenses and their experience etc. Present a concise outline of specific services your firm/team is qualified and prepared to provide.

# FORM 9

## REFERENCES

List a minimum of three (3) projects for which the Engineering Services Contractor has provided/is providing Engineering Services which are similar to this project. In determining which projects are most related, consider: related size and complexity; how many members of the proposed team worked on the listed project; and how recently the project was completed. List the projects in priority order, with the most related project listed first.

For each of the listed projects, provide the following information:

a) Project Name and Location.
b) Type of Utility(s).
c) Contact Name, telephone number and email address.
d) Services Provided.
e) Approximate Project/Construction Start and End Dates.
f) Any project specific information relative to the services required by the City of Jacksonville Beach.

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# City of Jacksonville Beach

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

## REQUEST FOR PROPOSALS (RFP)

| | |
|---|---|
| **RFP Number:** | **01-1819** |
| **RFP Title:** | **PAY AND CLASSIFICATION STUDY** |

| **Submittal Deadline** | |
|---|---|
| **Day:** | Wednesday |
| **Date:** | **December 12, 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:

| | |
|---|---|
| RFP Advertised | 31-October-2018 |
| Deadline to Submit Questions | 30-November-2018 |
| Addendum (if necessary) Issued | 5-December-2018 |
| **Submission Deadline** | **12-December-2018** |
| RFPs Opened | 12-December-2018 |
| RFPs Evaluated (tentative) | 16-January-2019 |
| Respondent Presentations (tentative) | 28-January-2019 |
| Council Approval | 18-February-2019 |

# REQUEST FOR PROPOSALS

**Sealed proposals** in **TRIPLICATE**, subject to the terms and conditions specified in this **Request for Proposals (RFP),** will be received until Wednesday, **2:00p.m. December 12, 2018**, and then opened publicly by the Property and Procurement Division, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250 for furnishing the following:

## RFP Number: 01-1819

## RFP Title: Pay and Classification Study

Please submit three (3) completed proposal packages 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 01-1819** are at **Exhibit "A"**, which begins on page 23.

- 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** (3 pages), and
  - **Forms 2, 3, 4, 5 and 6** (5 pages).

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

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.

*Preparation of Invoices.* Invoices shall be prepared in accordance with Energy/Water Auditor's proposal and submitted bi-weekly to the City's Utility Billing Supervisor.

*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 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., Energy/Water Auditor shall be entitled to invoice CITY and will be paid in accordance with Energy/Water Auditor's 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. (If applicable)

## 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.

## 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. Fees may be requested as part of the proposal package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

## 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 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.

## 1.18 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.

## 1.19 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 |

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.

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. CERTIFICIATES 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 contact 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.

## 1.20 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

## 1.21 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).**

## 1.22 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.

## 1.23 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.)**

## 1.24 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.

## 1.25 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.

## 1.26 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.

## 1.27 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.

## 1.28 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.

## 1.29 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).**

## 1.30 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.

## 1.31 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 3)

RFP NUMBER: 01-1819

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 **Pay and Classification Study** 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 **Pay and Classification Study Fee** as follows:

| Description | Fee |
|---|---|
| Pay and Classification Study | $ _____ |
| Optional Services | |
| Existing benefits comparison | $ _____ |
| Revise job descriptions (each) | $ _____ |

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.

# FORM 1: PROPOSAL TENDER FORM (Page 2 of 3)

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 #:** ____ **Dated:** _____ | | **Addendum #:** ____ **Dated:** _____ | |
| **Addendum #:** ____ **Dated:** _____ | | **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 |
|---|---|---|
| [_____] | 1 | ***PROPOSAL TENDER FORM*** (completed Pages 15 thru 17) |
| [_____] | 2 | ***RFP AWARD NOTICE FORM – Mandatory Cover Sheet*** (completed Page 18) |
| [_____] | 3 | ***REQUIRED DISCLOSURE FORM*** (completed Page 19) |
| [_____] | 4 | ***DRUG-FREE WORKPLACE COMPLIANCE FORM*** (completed Page 20) |
| [_____] | 5 | ***NON-COLLUSION AFFIDAVIT*** (completed Page 21) |
| [_____] | 6 | ***NON-BANKRUPTCY AFFIDAVIT*** (completed page 22) |
| [_____] | | ***EXPERIENCE*** |
| [_____] | | ***METHODOLOGY*** |
| [_____] | | ***QUALIFICATIONS*** |
| [_____] | | ***REQUIREMENTS*** |
| [_____] | | ***PRICING*** |
| [_____] | | ***W-9*** *(Attach completed and signed form, which can be obtained from www.irs.gov)* |

**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)

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

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

TELEPHONE NUMBER: _____

LICENSE 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. 01-1819 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 or combination of Pay Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.**

Thank you for your proposal.

Sincerely,

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

# FORM 3

## REQUIRED DISCLOSURE FORM

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signed: _____ Title: _____

Contractor: _____

# 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 #: 01-1819**.

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 PAY AND CLASSIFICATION STUDY

## 1.0 PURPOSE

The City of Jacksonville Beach seeks the services of a qualified firm or individual to perform a comprehensive market survey of the City's job classifications and pay structures (including internal equity), providing recommendations to the City for implementation of proposed changes.

## 2.0 PROJECT BACKGROUND

2.1 The City of Jacksonville Beach is located in Duval County near the Atlantic Ocean in Northeast Florida. The City, with a $162.5 million budget and 480 budgeted positions (347 full-time and 133 part-time), provides full services to its residents, including Police, Fire, Public Services (Planning, Building and Zoning, Code Enforcement), Utility Services (Water and Wastewater, Stormwater and Engineering), Beaches Energy Services (electric and natural gas service to their service area in Jacksonville Beach, Neptune Beach, Ponte Vedra Beach and Palm Valley), Recreation and Cultural Services, Community Redevelopment Agency, and a municipal Golf Course. The City's population was 23,503 as of 2017.

Of the 480 budgeted positions, there are 210 non-unionized General employees in 86 different job titles. There are 171 unionized employees represented by the Northeast Florida Public Employees' Local 630 Laborers' International Unions of North America ("LIUNA) with 65 different job titles. The remaining work force is covered under two separate bargaining agreements: the City's fire fighters are represented by the International Association of Fire Fighters Local # 2622 ("IAFF"), and the sworn police personnel who are represented by the Florida State Lodge Fraternal Order of Police, Inc. ("FOP"). **For purposes of this study, only the General and LIUNA positions will be part of the requested project evaluation.**

2.2 The current pay structure for the General and LIUNA employees consists of approximately 45 pay grade ranges (minimum to maximum ranges). A copy of the City's current Pay & Classification Plans for the General and LIUNA employees is attached (Appendix).

## 3.0 PROJECT TIMELINE

All work, unless otherwise specified or agreed to in advance, will be performed as outlined in this document. Please include a proposed timeline in your response. The City's goal is to have this project completed **no later than June 30, 2019**.

## 4.0 SCOPE OF SERVICES

4.1 Meet with City management to assure an understanding of the objectives of the City.

4.2 Review documents, including policies & procedures, bargaining agreements, staff reports, organizational charts, current pay, job descriptions and/or other City records/reports, as necessary.

4.3 Conduct a job-task analysis/job audit of all employee positions to verify and validate information from existing job descriptions. Conduct personal interviews with employees, supervisors, and directors. Determine if classifications are correctly placed in organizational hierarchy, individual positions are classified correctly and all classifications are in full compliance with all applicable federal, state and local regulations including the Americans with Disability Act (ADA). Review the City's current assignment of exempt versus non-exempt status as related to the FLSA and make appropriate recommendations with justification. Recommend any changes to job descriptions.

4.4 Conduct a comprehensive survey of public and private labor markets designed to include minimum, mid-point and maximum comparable salary ranges and actual salaries, to ensure the City of Jacksonville Beach's compensation is equitable and competitive in its compensation package relative to internal factors and external markets for substantially similar classifications. The survey should include data on the number of employers and employees reported; median and average salaries for each position, degree of match for each position, FLSA status and market adjustments. Primary labor market comparisons should consist of agencies located in the Jacksonville Metropolitan Area (Baker, Clay, Duval, Nassau and St. Johns counties in Florida and St. Marys, Georgia) and comparable electric utilities such as: City of Alachua; City of Blountstown; City of Bushnell; City of Clewiston; City of Fort Meade; Fort Pierce Utilities Authority; Gainesville Regional Utilities; Town of Havana; Keys Energy Services; Kissimmee Utility Authority; City of Lake Worth; City of Leesburg; Utilities Commission of New Smyrna Beach; Ocala Electric Utility; Orlando Utilities Commission; City of Starke; City of Wauchula; City of Winter Park.

4.5 Conduct a pay compression analysis for all positions that addresses the issue of internal equity and provide a detailed written recommendation for addressing any equity issues identified along with the fiscal impact associated with the recommendation.

4.6 Recommend and implement a pay classification system, including but not limited to, a comprehensive pay range system with detailed minimum, mid-point and maximum salary amounts that can be utilized by City staff after completion of the project. Group positions based upon duties performed, knowledge, skills and abilities for the position.

4.7 Recommend the assignment of each classification to a pay grade.

4.8 Provide appropriate adjustments to account for regional cost of living variations and recommend any additional pay incentives and supplements the City should consider to remain competitive in the market.

4.9 Prepare a written report of recommendations, including discussion of methods, techniques and data used to develop the updated Position Classification & Pay Plan.

4.10 Conduct informal presentations of findings, if necessary, with City management and formal presentations with City Council, as determined by the City's Human Resources Director.

4.11 OPTIONAL SERVICES: Respondents are requested to quote a fee for the following:
- Conduct a comparison of existing benefits with market data. Please include insurance premium contribution comparisons by agency and employee (i.e. City pays 75% & employee pays 25%, etc.).
- Revise job descriptions as necessary.

## 5.0 REFERENCES

5.1 Submit the names of at least three (3) organizations that you or your firm has performed the same size and type of study. Give a contact name with each reference.

5.2 The City reserves the right to conduct reference checks for firms or individuals submitting proposals. In the event that information obtained from the reference checks reveals concerns about the respondent's past performance or their ability to successfully perform the contract to be executed, based on this RFP and subsequent RFPs, the City may, at its sole discretion, determine that the respondent is not the most qualified firm and may select the next highest-ranked respondent whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the respondent.

5.3 Please submit a statement that explains the methods & processes used in your previous studies.

**6.0 CITY OF JACKSONVILLE BEACH STUDY METHOD** - State, with some detail, how you plan to conduct the study for the City of Jacksonville Beach.

**7.0 EVALUATION PROCESS** - The Request for Proposal (RFP) submitted by the respondent must include information documenting how the respondent meets the evaluation criteria below, and will be evaluated based on the weighting identified below. The City will not return RFP submittals to the respondents.

7.1 EVALUATION CRITERIA:

7.1.1 Experience with similar projects involving municipalities and/or other municipal agencies. Knowledge of compensation systems and related human resources practices including federal and state employment laws.

Experience designing and implementing pay plans and overall compensation systems, gathering data, performing job analysis and evaluation and conducting and analyzing salary survey data – 20 points

7.1.2 Use of effective and appropriate methodology to successfully perform this project – 20 points.

7.1.3 Qualifications of the individuals assigned to this task – 20 points

7.1.4 Ability to meet the stated proposal requirements or other evaluation factors as indicated throughout the Request for Proposals or as may be deemed reasonable during the review process – 20 points

7.1.5 Costs for services provided – 20 points

7.2 EVALUATION COMMITTEE: A committee appointed by the City manager will assist in reviewing and evaluating all proposals submitted.

7.2.1 The committee members consisting of at least three (3) staff members shall review each proposal individually and score each proposal based on the evaluation criteria listed below. The committee will compile individual rankings for each proposal to determine committee recommendations. The committee may at their discretion, schedule presentations from the top ranked firm(s). The final recommendation will be decided based on review of scores and consensus of committee.

7.2.2 Submissions will be evaluated to determine those that best meet the needs of the City. Acceptance and approval of each proposal will be based on an evaluation of the information submitted by the applicants.

7.2.3 After evaluation and ranking of submittals, the City may at its sole discretion, elect to forego further consideration of firms and recommend the highest ranked firm to the City Council for award.

7.2.4 The City reserves the right to reject all proposals. In the event the City does so, it shall provide in writing to all respondents the reasons for its rejection.

7.3 PRESENTATIONS: At the sole determination of the City, a minimum of the three (3) top ranked respondents based upon submittal evaluations, may be required to make a presentation of their proposal.

7.3.1 If the City desires presentations, this will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way, provide an opportunity to change any items in the original proposal.

7.3.2 If presentations are elected, the Property and Procurement Officer shall schedule the time and location of these presentations and notify the selected firms. Presentation shall be limited to 30 minutes, including the question and answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified respondent(s) for this project. Additional information and/or cost

information may be requested for clarification purposes, but in no way will change the original proposal submitted.

7.3.3 A new scoring sheet shall be prepared, based on the identical criteria and weighing below, for each presenter. The scores from the submittal and from the presentation shall be averaged to determine the final ranking. Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the City Council to begin negotiations with the highest ranked firm.

# APPENDIX

# CITY OF JACKSONVILLE BEACH

# POSITION CLASSIFICATION AND PAY PLAN

## Classification and Pay Plan

## For

## Managerial, Professional, Administrative and Unclassified (Nonunion)

**Effective October 1, 2016**
**Amended February 6, 2017**
**Amended May 1, 2017**
**Amended September 18, 2017**
**Amended February 19, 2018**
**Amended July 16, 2018**
**Amended August 6, 2018**
**Amended September 17, 2018**

# CITY OF JACKSONVILLE BEACH
## Introduction to the Position Classification and Pay Plan

The Position Classification and Pay Plan for the City of Jacksonville Beach was prepared in July, 1990 and subsequently revised. The Plan is divided into three major sections:

**Section I: General Rules and Regulations**
Provides for the rules which guide the administration of the Position Classification and Pay Plan.

**Section II: Classification and Pay Grades**
Provides for the assignment of a classification and pay grade to each position within the plan.

**Section III: Pay Grade Schedule**
Provides pay grades and pay ranges in hourly and annual amounts. Minimums, maximums and midpoints are identified.

Job descriptions have been written for each classification in the plan. Although not part of this document, the job descriptions are incorporated by reference and are on file for review in the Human Resources Department.

The position classification plan brings together a number of nonunion management, professional, confidential, and administrative positions under a single classification plan. The plan provides that all positions receive similar treatment with respect to matters of classification. The plan also provides for normal lines of promotion and career development ladders. The organization and arrangement of classes facilitates various aspects of personnel administration such as records processing, position control, recruitment, testing, training and budget control.

The pay plan consists of a system of pay ranges assigned to all classes of work. The pay plan is intended to:

1) provide equal pay for equal work;
2) provide a means of rewarding employees for continued good or outstanding service;
3) provide a convenient method of adjusting the plan to meet changes in conditions which require change in pay levels; and,
4) establish salary and wage rates which compare satisfactorily with those public and private employers in competitive market areas for each position, and thus to permit the City to attract and retain qualified employees.

# SECTION I
# GENERAL RULES AND REGULATIONS

A. Administration of the Pay Plan

1) Primary responsibility for establishment and upkeep of the classification and pay plan is assigned to the City Manager, or designee.

2) All changes and improvements will be made through recommendations to the Human Resources Director, who will analyze and determine whether they should be considered.

3) The entire plan shall be reviewed on an annual basis by the City Manager or designee. Following the review, any proposed revisions will be submitted by the City Manager to the City Council for adoption.

4) The Pay Grade Schedule consists of a salary schedule showing salary ranges and midpoints.

5) An employee may receive a salary increase by means of merit salary advancement, promotion, reclassification, or a pay range adjustment, if there is an availability of funds.

6) The rate of pay of an employee within the pay grade will depend on merit. There are no provisions in the pay plan for automatic salary advancement as all merit increases are to be based upon work performance and other pertinent factors as evaluated by the employee's supervisor.

7) The performance evaluation system is to develop incentive among employees to improve their work performance.

8) The City Manager may approve special increases based on evaluation of performance and/or to address what the City determines to be pay inequities.

B. Appointments and Starting Rates

1) The minimum salary established for a position is considered the normal appointment rate for new employees.

2) Appointments below or above the minimum salary may be authorized by the City Manager in the following situations:
   a) If the applicant's training, experience or other qualifications are substantially above those required for the position;
   b) Exceptions as noted in the trainee category.

3) When an employee is promoted from a lower to a higher pay grade, the promotion shall always include a minimum of a five percent (5%) salary increase (this provision shall apply to promotions only and not to transfers).

4) Police Sergeants promoted to Commander shall receive a minimum 10% pay increase. Upon successful completion of 6 months' service in the new position, they will be eligible for an additional 10% pay increase. Fire Lieutenants promoted to Captain shall be eligible for a 20% increase in pay.

C. Merit Increases/Lump Sum Payments

1) A merit salary advancement is a salary increase within the same pay grade and is not considered to be automatic, but based upon an evaluation of performance of an individual.

2) An employee may be eligible for a merit advancement annually, on the anniversary date of their employment in the position, as warranted by performance, provided there are funds available for the increase.

3) The employee may receive a salary increase or lump sum payment following an annual evaluation, based upon performance. During the budgeting process, the City Manager may recommend merit pay increases or lump sum payments based on the availability of funds. Any recommendation must be approved by the City Council.

D. Probationary Increases

Upon satisfactory completion of the probationary period as a new employee or following a promotion, the employee shall be eligible for a merit salary advancement of 3% to 5% over the employee's current rate of pay.

E. Lead Worker Category

1) A Lead Worker position is defined as a work assignment where duties of a supervisory nature are assigned over a group of positions classified the same as that of the Lead Worker. The assignment is typical in laboring or trade occupations where the foreman or supervisor must visit several locations during the hours of a work day and work crews are left on the job without direct supervision.

2) The assignment of a Lead Worker should be made with care and be monitored periodically to assure that the employee is functioning in this capacity.

3) When assigned as Lead Worker the employee should receive up to a three percent (3%) increase above present pay while on the assignment. When the assignment is removed, the special pay provision will be removed. All Lead Worker assignments must be approved by the City Manager prior to any compensation payment.

F. Training Category

1) In the event an applicant does not meet the minimum qualifications but is otherwise qualified for the position, the hiring authority may request the appointment as a trainee. This category is used to train people on the job who have a potential to do the work but lack some of the skills or experience needed.

2) In such cases the employee would be hired at a rate of 10 to 30 percent below the minimum salary until the minimum qualifications have been satisfied.

3) The normal time a person would spend in this category would usually be a minimum of six months and a maximum of eighteen months.

G. EXCEL (Excellent City Employees with Longevity) Program

1) An employee may be eligible for a lump sum award, based upon the performance evaluation, once the individual has achieved progression to the maximum pay in the assigned pay grade. EXCEL awards will be provided in one lump sum and will not be added to the employee's base pay. Appropriate tax exclusions will be made.

2) EXCEL increases may be awarded once every year. An EXCEL award shall not be given during the same year as a merit increase. Exception is granted if the individual is recommended for an increase and in order to award the increase it is necessary to combine the merit increase with a lump sum EXCEL amount so that the employee's pay rate does not exceed the maximum rate for the pay grade.

## SECTION II
## CLASSIFICATIONS AND PAY GRADES –By Classification

| CLASSIFICATION | | POSITION TITLE | GRADE |
|---|---|---|---|
| Department Director | * | Chief Financial Officer | 138 |
| | * | Deputy City Manager | 141 |
| | * | Director of Beaches Energy Services | 141 |
| | * | Director of Human Resources | 135 |
| | * | Director of Parks and Recreation | 135 |
| | * | Director of Planning and Development | 135 |
| | * | Director of Public Works | 138 |
| | * | Fire Chief | 137 |
| | * | Police Chief | 138 |
| Administrative, Fiscal & Related | * | Accountant | 126 |
| | * | Accounting Supervisor | 130 |
| | | Administrative Assistant | 120 |
| | | Assistant City Clerk | 124 |
| | * | Assistant Customer Service Supervisor | 125 |
| | * | Assistant Finance/Budget Officer | 134 |
| | * | Assistant to the City Manager | 123 |
| | * | Associate Business Analyst | 126 |
| | | Building Maintenance Supervisor | 122 |
| | * | Building Official | 132 |
| | * | Business Analyst | 131 |
| | * | Business Relations/Conservation Coordinator | 122 |
| | | Chief Storekeeper | 119 |
| | * | City Clerk | 129 |
| | | Clerical Assistant | 114 |
| | * | Customer Service Supervisor | 129 |
| | | Database Administrator | 126 |
| | * | GIS Administrator | 130 |
| | | Human Resources Generalist | 124 |
| | * | Information Systems Supervisor | 134 |
| | * | Internal Auditor | 129 |
| | * | Network Engineer | 130 |
| | * | Payroll/Benefits Administrator | 130 |
| | | Payroll Specialist | 120 |
| | * | Planning Official | 132 |
| | | Project/Safety Coordinator | 118 |
| | * | Property and Procurement Officer | 134 |
| | * | Procurement Administrator | 128 |
| | | Procurement Associate | 124 |
| | | Staff Assistant | 117 |
| | * | Senior Planner | 129 |
| | * | System Administrator | 129 |
| | * | System Administrator/Public Safety | 129 |
| | * | Utilities Accountant/Analyst | 125 |

* Exempt from overtime under the Fair Labor Standards Act.

# CLASSIFICATIONS AND PAY GRADES

## By Classification

| CLASSIFICATION | | POSITION TITLE | GRADE |
|---|---|---|---|
| Electric Utilities | * | Construction & Maintenance Supervisor | 132 |
| | | Electric Safety & Training Supervisor | 129 |
| | * | Electric Utilities Superintendent | 136 |
| | * | Electrical Engineer | 133 |
| | * | Electrical Engineer (Registered PE) | 134 |
| | * | Electrical Engineering Supervisor | 136 |
| | * | Meter Services Supervisor | 127 |
| | * | System Operations Supervisor | 134 |
| Public Works | * | Distribution & Collection Superintendent | 131 |
| | * | GIS Systems Analyst | 128 |
| | * | Public Works City Engineer | 135 |
| | * | Public Works Project Engineer | 135 |
| | * | Streets Superintendent | 131 |
| | * | Utility Plant Supervisor | 131 |
| | | Utility Plant Maintenance Supervisor | 127 |
| | | Assistant Ocean Rescue Supervisor | 118 |
| Parks and Recreation | | Beach Patrol Guard | Unclassified |
| | | Beach Patrol Lieutenant | Unclassified |
| | | Director of Golf Instruction | 112 |
| | | Events Coordinator | 122 |
| | | Golf Cart/Range Attendant | 108 |
| | * | Golf Course Facility Manager | 127 |
| | * | Golf Course Superintendent | 127 |
| | * | Golf Course Park Maint. Superintendent | 127 |
| | | Golf Shop Attendant | 112 |
| | | Golf Starter | 108 |
| | | Ocean Rescue Supervisor | 120 |
| | | Recreation Leader | 114 |
| | | Recreation Program Assistant | 115 |
| | * | Recreation Superintendent | 126 |
| | | Recreation Supervisor | 123 |
| | | Tennis Court Attendant | 108 |
| | * | Facility Manager | 117 |
| Public Safety | * | Fire Captain/Fire Marshal | 405 |
| | * | Fire Captain/Shift Commander | 404 |
| | | Police Accreditation Manager | 122 |
| | * | Police Commander | 183 |
| | | Police Officer Part Time | 180 |
| | | Police Records Supervisor | 119 |
| | | Police Sergeant (Non-Union) | 182 |
| | | Police Volunteer Coordinator | 115 |
| | | Public Safety Communications Supervisor | 126 |
| | | School Crossing Guard | Unclassified |

*Exempt from overtime under the Fair Labor Standards Act.

# CLASSIFICATIONS AND PAY GRADES
## By Grade

| GRADE | | POSITION TITLE |
|---|---|---|
| 108 | | Golf Cart/Range Attendant |
| 108 | | Golf Starter |
| 108 | | Tennis Court Attendant |
| 112 | | Golf Shop Attendant |
| 112 | | Director of Golf Instruction |
| 114 | | Clerical Assistant |
| 114 | | Recreation Leader |
| 115 | | Police Volunteer Coordinator |
| 115 | | Recreation Program Assistant |
| 117 | | Staff Assistant |
| 117 | * | Facility Manager |
| 118 | | Assistant Ocean Rescue Supervisor |
| 118 | | Project/Safety Coordinator |
| 119 | | Chief Storekeeper |
| 119 | | Police Records Supervisor |
| 120 | | Administrative Assistant |
| 120 | | Ocean Rescue Supervisor |
| 120 | | Payroll Specialist |
| 122 | | Building Maintenance Supervisor |
| 122 | * | Business Relations/Conservation Coordinator |
| 122 | | Events Coordinator |
| 122 | | Police Accreditation Manager |
| 123 | | Recreation Supervisor |
| 123 | * | Assistant to the City Manager |
| 124 | | Assistant City Clerk |
| 124 | | Human Resources Generalist |
| 124 | | Procurement Associate |
| 125 | * | Assistant Customer Service Supervisor |
| 125 | * | Utilities Accountant/Analyst |
| 126 | * | Accountant |
| 126 | * | Associate Business Analyst |
| 126 | | Database Administrator |
| 126 | * | Recreation Superintendent |
| 126 | | Public Safety Communications Supervisor |
| 127 | * | Golf Course Facility Manager |
| 127 | * | Golf Course Superintendent |
| 127 | * | Golf Course/Parks Maintenance Superintendent |
| 127 | * | Meter Services Supervisor |
| 127 | | Utility Plant Maintenance Supervisor |
| 128 | * | GIS Systems Analyst |
| 128 | * | Procurement Administrator |
| 129 | * | City Clerk |
| 129 | * | Customer Service Supervisor |
| 129 | | Electric Safety & Training Supervisor |

* Exempt from overtime under the Fair Labor Standards Act.

# CLASSIFICATIONS AND PAY GRADES
## By Grade

| GRADE | | POSITION TITLE |
|---|---|---|
| 129 | * | Internal Auditor |
| 129 | * | Senior Planner |
| 129 | * | System Administrator |
| 129 | * | System Administrator/Public Safety |
| 130 | * | Accounting Supervisor |
| 130 | * | GIS Administrator |
| 130 | * | Network Engineer |
| 130 | * | Payroll/Benefits Administrator |
| 131 | * | Business Analyst |
| 131 | * | Distribution & Collection Superintendent |
| 131 | * | Streets Superintendent |
| 131 | * | Utility Plant Supervisor |
| 132 | * | Building Official |
| 132 | * | Construction & Maintenance Supervisor |
| 132 | * | Planning Official |
| 133 | * | Electrical Engineer |
| 134 | * | Assistant Finance/Budget Officer |
| 134 | * | Electrical Engineer (Registered PE) |
| 134 | * | Information Systems Supervisor |
| 134 | * | Property and Procurement Officer |
| 134 | * | System Operations Supervisor |
| 135 | * | Director of Human Resources |
| 135 | * | Director of Parks and Recreation |
| 135 | * | Director of Planning and Development |
| 135 | * | Public Works City Engineer |
| 135 | * | Public Works Project Engineer |
| 136 | * | Electrical Engineering Supervisor |
| 136 | * | Electric Utilities Superintendent |
| 137 | * | Fire Chief |
| 138 | * | Director of Public Works |
| 138 | * | Chief Financial Officer |
| 138 | * | Police Chief |
| 141 | * | Deputy City Manager |
| 141 | * | Director of Beaches Energy Services |
| 180 | | Police Officer Part Time |
| 182 | | Police Sergeant (Non-Union) |
| 183 | * | Police Commander |
| 404 | * | Fire Captain/Shift Commander |
| 405 | * | Fire Captain/Fire Marshall |
| Unclassified | | Beach Patrol Guard |
| Unclassified | | Beach Patrol Lieutenant |
| Unclassified | | School Crossing Guard |

* Exempt from overtime under the Fair Labor Standards Act.

## SECTION III

## PAY GRADE SCHEDULE

| GRADE | MINIMUM | MIDPOINT | MAXIMUM |
|---|---|---|---|
| 108 | $8.33 | $10.94 | $13.55 |
| | $17,326.40 | $22,755.20 | $28,184.00 |
| 109 | $8.75 | $11.46 | $14.17 |
| | $18,200.00 | $23,836.80 | $29,473.60 |
| 110 | $9.19 | $12.05 | $14.90 |
| | $19,115.20 | $25,064.00 | $30,992.00 |
| 111 | $9.65 | $12.67 | $15.68 |
| | $20,072.00 | $26,353.60 | $32,614.40 |
| 112 | $10.13 | $13.27 | $16.40 |
| | $21,070.40 | $27,601.60 | $34,112.00 |
| 113 | $10.64 | $13.95 | $17.26 |
| | $22,131.20 | $29,016.00 | $35,900.80 |
| 114 | $11.17 | $14.66 | $18.15 |
| | $23,233.60 | $30,492.80 | $37,752.00 |
| 115 | $11.73 | $15.37 | $19.01 |
| | $24,398.40 | $31,969.60 | $39,540.80 |
| 116 | $12.32 | $16.15 | $19.97 |
| | $25,625.60 | $33,592.00 | $41,537.60 |
| 117 | $12.94 | $16.96 | $20.98 |
| | $26,915.20 | $35,276.80 | $43,638.40 |
| 118 | $13.59 | $17.82 | $22.04 |
| | $28,267.20 | $37,065.60 | $45,843.20 |
| 119 | $14.27 | $18.71 | $23.15 |
| | $29,681.60 | $38,916.80 | $48,152.00 |
| 120 | $14.98 | $19.64 | $24.30 |
| | $31,158.40 | $40,851.20 | $50,544.00 |
| 121 | $15.73 | $20.62 | $25.50 |
| | $32,718.40 | $42,889.60 | $53,040.00 |
| 122 | $16.52 | $21.68 | $26.83 |
| | $34,361.60 | $45,094.40 | $55,806.40 |
| 123 | $17.35 | $22.74 | $28.13 |
| | $36,088.00 | $47,299.20 | $58,510.40 |
| 124 | $18.22 | $23.89 | $29.55 |
| | $37,897.60 | $49,691.20 | $61,464.00 |
| 125 | $19.13 | $25.09 | $31.05 |
| | $39,790.40 | $52,187.20 | $64,584.00 |

*Annual salaries based on 2080 hours worked in a twelve-month period.

## PAY GRADE SCHEDULE

| GRADE | MINIMUM | MIDPOINT | MAXIMUM |
|---|---|---|---|
| 126 | $20.09<br>$41,787.20 | $26.33<br>$54,766.40 | $32.57<br>$67,745.60 |
| 127 | $21.09<br>$43,867.20 | $27.64<br>$57,491.20 | $34.19<br>$71,115.20 |
| 128 | $22.14<br>$46,051.20 | $29.02<br>$60,361.60 | $35.89<br>$74,651.20 |
| 129 | $23.25<br>$48,360.00 | $30.48<br>$63,398.40 | $37.70<br>$78,416.00 |
| 130 | $24.41<br>$50,772.80 | $31.99<br>$66,539.20 | $39.57<br>$82,305.60 |
| 131 | $25.63<br>$53,310.40 | $33.59<br>$69,867.20 | $41.55<br>$86,424.00 |
| 132 | $26.91<br>$55,972.80 | $35.27<br>$73,361.60 | $43.63<br>$90,750.40 |
| 133 | $28.26<br>$58,780.80 | $37.04<br>$77,043.20 | $45.81<br>$95,284.80 |
| 134 | $29.67<br>$61,713.60 | $38.88<br>$80,870.40 | $48.09<br>$100,027.20 |
| 135 | $31.15<br>$64,792.00 | $40.82<br>$84,905.60 | $50.48<br>$104,998.40 |
| 136 | $32.71<br>$68,036.80 | $42.87<br>$89,169.60 | $53.03<br>$110,302.40 |
| 137 | $34.35<br>$71,448.00 | $45.02<br>$93,641.60 | $55.69<br>$115,835.20 |
| 138 | $36.07<br>$75,025.60 | $47.27<br>$98,321.60 | $58.46<br>$121,596.80 |
| 139 | $37.87<br>$78,769.60 | $49.64<br>$103,251.20 | $61.41<br>$127,732.80 |
| 140 | $39.76<br>$82,700.80 | $52.11<br>$108,388.80 | $64.45<br>$134,056.00 |
| 141 | $41.74<br>$86,828.00 | $54.69<br>$113,760.00 | $67.64<br>$140,692.00 |
| 182 | $28.03<br>$58,302.40 | $32.50<br>$67,600.00 | $36.97<br>$76,897.60 |
| 183 | $29.39<br>$61,131.20 | $38.52<br>$80,121.60 | $47.64<br>$99,091.20 |
| *404 | $22.13<br>$64,442.56 | $25.58<br>$74,488.96 | $29.03<br>$84,535.36 |
| 405 | $30.98<br>$64,438.40 | $35.82<br>$74,505.60 | $40.64<br>$84,531.20 |

*Annual salary based on 2912 hours worked in a twelve-month period.
All other annual salaries based on 2080 hours worked in a twelve-month period.

## UNCLASSIFIED POSITIONS
## PAY RANGES

**Beach Patrol Guard**

| | |
|---|---|
| 1st year | $11.48 |
| 2nd year | $11.78 |
| 3rd year | $12.11 |
| 4th year | $12.37 |
| 5th year | $12.72 |

Increase in years 2-5 requires a minimum of 300 hours worked in the previous year

**Rescue Swimmer** $13.49
Requires Emergency Medical Technician Certification

Lifeguards and rescue swimmers, who work a minimum of 300 hours between May and September and are in good standing, may receive a lump sum payment of $500.

**Beach Patrol Lieutenant** $15.61

**School Crossing Guard**

| | |
|---|---|
| 1st year | $9.01* |
| 2nd year | $9.29* |
| 3rd year | $9.57* |
| 4th year | $9.86* |
| 5th year | $10.16* |
| 6th year | $10.45* |

*Includes a 1 hour per assignment minimum - 1 hour in the morning & 1 hour in the afternoon

## ADDITIONAL PAYS

| License/Certification/Allowance | Annual Amount | Position Eligible |
|---|---|---|
| Certified Public Accountant | $1,200 | Any Department Director or Administrative, Fiscal & Related employee possessing a current Certified Public Accountant license issued by the Florida Department of Business and Professional Regulation, Board of Accountancy |
| Payroll Professional Certification | $500 | Payroll Specialist |
| Certified Golf Course Superintendent | $1,500 | Golf Course Superintendent<br>Director of Parks and Recreation |
| Automobile Allowance | $4,800 | City Manager<br>Deputy City Manger<br>Chief Financial Officer<br>Director of Beaches Energy<br>Director of Human Resources<br>Director of Parks & Recreation<br>Director of Planning & Development<br>Director of Public Works<br>Police Chief<br>Fire Chief |
| | $3,600 | City Engineer<br>Public Works Project Engineer<br>Property and Procurement Officer<br>City Clerk |

Collective Bargaining Agreement

between

Northeast Florida Public Employees' Local 630

Laborers' International Union of North America

and

City of Jacksonville Beach

Effective October 1, 2016
Amended July 16, 2018

## ARTICLE 12
## WAGES

12.1 All bargaining unit employees shall be compensated in accordance with the pay schedule attached hereto and made a part hereof, referred to as Appendix "A".

12.2 Administration of the pay plan shall be in accordance with Appendix "B".

12.3 (a) To promote skill and professional development among employees, the City may recognize certain certifications and licenses for receipt of additional pay. Upon presentation to the City of the license, certification or registration outlined on the attached Appendix "C" and upon the determination by the City that a need exists for such certification, registration or license, the employee may be eligible to receive additional pay.

(b) Additional pays as provided in this paragraph may be compensated hourly, biweekly, or annually as determined by the City to be consistent with pay policies and any applicable laws.

(c) Employees covered by this Agreement who were employed prior to 3/31/95, shall continue to receive Two Hundred Forty Dollars ($240.00) per year for each five years of continuous service to the City as longevity pay. Such longevity pay will be paid as determined by the City.

12.4 Performance Evaluations: Any grievance filed concerning a performance evaluation shall be filed at Step II of the grievance procedure, and the decision of the City Manager concerning such grievance shall be final and binding.

# APPENDIX A

## SECTION I
## CLASSIFICATIONS AND PAY GRADES

| CLASSIFICATION | POSITION TITLE | GRADE |
|---|---|---|
| Administrative & Fiscal | Accounting Technician | 119 |
| | Buyer | 120 |
| | Collections Representative | 119 |
| | Customer Service Representative I | 116 |
| | Customer Service Representative II | 118 |
| | Purchasing Specialist | 116 |
| | Storekeeper | 117 |
| Planning & Development | Building Codes Inspector | 125 |
| | Code Enforcement Inspector | 121 |
| | Permit Specialist | 117 |
| | Senior Permit Specialist | 119 |
| Landscape & Maintenance | Building Attendant | 110 |
| | Building Maintenance Mechanic | 118 |
| | Equipment Mechanic | 119 |
| | Lead Equipment Mechanic | 120 |
| | Maintenance Worker I | 114 |
| | Maintenance Worker II | 116 |
| | Maintenance Worker III | 117 |
| Public Safety | Animal Control Officer | 116 |
| | Community Service Officer | 116 |
| | Parking Enforcement Coordinator | 119 |
| | Police Records Specialist | 115 |
| | Property & Evidence Officer | 117 |
| | Public Safety Communications Officer | 119 |
| | Sr. Public safety Communications Officer | 122 |

## APPENDIX A

## SECTION I
## CLASSIFICATIONS AND PAY GRADES

| CLASSIFICATION | POSITION TITLE | GRADE |
|---|---|---|
| Electric Utilities | Apprentice Lineworker | 200 |
| | Apprentice Relay Technician | 200 |
| | Consumption Technician | 118 |
| | Cut In-Cut Out Technician | 118 |
| | Design Drafting Technician | 120 |
| | Electric Meter Technician | 121 |
| | Electrical Engineering Technician I | 117 |
| | Electrical Engineering Technician II | 122 |
| | Journey Lineworker | 202 |
| | Lead Design Drafting/GIS Technician | 122 |
| | Line Crew Leader | 203 |
| | Meter Reader | 117 |
| | Relay Technician | 202 |
| | Relay/Substation Crew Leader | 204 |
| | System Operator | 201 |
| | System Operator (NERC Certified) | 202 |
| | System Operator/Programmer (NERC Cert) | 203 |
| Public Works | Construction Project Manager | 129 |
| | Crew Supervisor | 122 |
| | Engineering Design/GIS Technician | 122 |
| | Equipment Operator | 118 |
| | General Supervisor | 123 |
| | Heavy Equipment Operator | 119 |
| | Lift Station Mechanic | 119 |
| | Maintenance Worker I | 114 |
| | Maintenance Worker II | 116 |
| | Maintenance Worker III | 117 |

## APPENDIX A

## SECTION 1
## CLASSIFICATIONS AND PAY GRADES

| CLASSIFICATION | POSITION TITLE | GRADE |
|---|---|---|
| Public Works | Plant Maintenance Helper | 115 |
| | Plant Operating/Training Specialist | 125 |
| | Sanitation Supervisor | 121 |
| | Senior Lift Station Mechanic | 120 |
| | Senior Utility Plant Operator | 124 |
| | Traffic Marking/Signage Supervisor | 121 |
| | Utility Plant Instrumentation Technician | 124 |
| | Utility Plant Mechanic | 121 |
| | Utility Plant Operator | 122 |
| | Utility Plant Operator Trainee | 116 |
| | Utility Service Worker I | 117 |
| | Utility Service Worker II | 119 |
| | Utility Service Worker III | 120 |

## APPENDIX A

### SECTION II
### PAY GRADE SCHEDULE

| GRADE | MINIMUM | MIDPOINT | MAXIMUM |
|---|---|---|---|
| 109 | $8.75 | $11.46 | $14.17 |
| | $18,200.00 | $23,836.80 | $29,473.60 |
| 110 | $9.19 | $12.05 | $14.90 |
| | $19,115.20 | $25,064.00 | $30,992.00 |
| 111 | $9.65 | $12.67 | $15.68 |
| | $20,072.00 | $26,353.60 | $32,614.40 |
| 112 | $10.13 | $13.27 | $16.40 |
| | $21,070.40 | $27,601.60 | $34,112.00 |
| 113 | $10.64 | $13.95 | $17.26 |
| | $22,131.20 | $29,016.00 | $35,900.80 |
| 114 | $11.17 | $14.66 | $18.15 |
| | $23,233.60 | $30,492.80 | $37,752.00 |
| 115 | $11.73 | $15.37 | $19.01 |
| | $24,398.40 | $31,969.60 | $39,540.80 |
| 116 | $12.32 | $16.15 | $19.97 |
| | $25,625.60 | $33,592.00 | $41,537.60 |
| 117 | $12.94 | $16.96 | $20.98 |
| | $26,915.20 | $35,276.80 | $43,638.40 |
| 118 | $13.59 | $17.82 | $22.04 |
| | $28,267.20 | $37,065.60 | $45,843.20 |
| 119 | $14.27 | $18.71 | $23.15 |
| | $29,681.60 | $38,916.80 | $48,152.00 |
| 120 | $14.98 | $19.64 | $24.30 |
| | $31,158.40 | $40,851.20 | $50,544.00 |
| 121 | $15.73 | $20.62 | $25.50 |
| | $32,718.40 | $42,889.60 | $53,040.00 |
| 122 | $16.52 | $21.68 | $26.83 |
| | $34,361.60 | $45,094.40 | $55,806.40 |
| 123 | $17.35 | $22.74 | $28.13 |
| | $36,088.00 | $47,299.20 | $58,510.40 |

## APPENDIX A

### SECTION II
### PAY GRADE SCHEDULE

| GRADE | MINIMUM | MIDPOINT | MAXIMUM |
|---|---|---|---|
| 124 | $18.22 | $23.89 | $29.55 |
| | $37,897.60 | $49,691.20 | $61,464.00 |
| 125 | $19.13 | $25.09 | $31.05 |
| | $39,790.40 | $52,187.20 | $64,584.00 |
| 126 | $20.09 | $26.33 | $32.57 |
| | $41,787.20 | $54,766.40 | $67,745.60 |
| 127 | $21.09 | $27.64 | $34.19 |
| | $43,867.20 | $57,491.20 | $71,115.20 |
| 128 | $22.14 | $29.02 | $35.89 |
| | $46,051.20 | $60,361.60 | $74,651.20 |
| 129 | $23.25 | $30.48 | $37.70 |
| | $48,360.00 | $63,398.40 | $78,416.00 |
| 130 | $24.41 | $31.99 | $39.57 |
| | $50,772.80 | $66,539.20 | $82,305.60 |
| 131 | $25.63 | $33.59 | $41.55 |
| | $53,310.40 | $69,867.20 | $86,424.00 |
| 132 | $26.91 | $35.27 | $43.63 |
| | $55,972.80 | $73,361.60 | $90,750.40 |
| 133 | $28.26 | $37.04 | $45.81 |
| | $58,780.80 | $77,043.20 | $95,284.80 |
| 201 | $23.43 | $24.03 | $24.61 |
| | $48,734.40 | $49,982.40 | $51,188.80 |
| 202 | $27.20 | $31.20 | $35.20 |
| | $56,576.00 | $64,896.00 | $73,216.00 |
| 203 | $29.33 | $33.64 | $37.95 |
| | $61,006.40 | $69,971.20 | $78,936.00 |
| 204 | $30.79 | $35.32 | $39.84 |
| | $64,043.20 | $73,465.60 | $82,867.20 |

### APPRENTICE CAREER DEVELOPMENT PROGRAM
### PAY GRADE SCHEDULE

| GRADE | BEGINNING OF YEAR 1 | BEGINNING OF YEAR 2 | BEGINNING OF YEAR 3 | BEGINNING OF YEAR 4 |
|---|---|---|---|---|
| 200 | $17.68 | $19.45 | $21.40 | $25.00 |
| | $36,774.40 | $40,456.00 | $44,512.00 | $52,000.00 |

## APPENDIX B

## POSITION CLASSIFICATION AND PAY PLAN

A. Appointments and Starting Rates

1) The minimum salary established for a position is considered the normal appointment rate for new employees.

2) Appointments below or above the minimum salary may be authorized by the City Manager if the applicant's training, experience or other qualifications are substantially above those required for the position. Exceptions are as noted in the trainee category.

3) When an employee is promoted from a lower to a higher pay grade, the promotion shall always include a minimum of a five percent (5%) salary increase, (this provision shall apply to promotions only and not to transfers or qualification advancements).

B. Administration of the Pay Plan

1) The Pay Grade Schedule provides pay grades and salary ranges in hourly and annual amounts. Minimums, maximums and midpoints are identified.

2) An employee may receive a salary increase by means of a merit salary advancement, promotion or reclassification, provided there is an availability of funds.

3) The rate of pay of an employee within the pay grade will depend on merit. There are no provisions in the pay plan for automatic salary advancement as all merit increases are to be based upon work performance and other pertinent factors as evaluated by the employee's supervisor.

4) The City Manager may approve special salary increases based on evaluation of performance.

C. Merit Increases

1) A merit salary advancement is a salary increase within the same pay grade and is not considered to be automatic but based upon an evaluation of performance of an individual.

2) An employee is eligible for a merit salary advancement on the anniversary date of his/her employment in the position, as warranted by performance, provided that funds are available for the increase.

3) Rules guiding the performance evaluation system determine whether there will be no increase or the increase will be 2% to 3% of the midpoint within the employee's current pay grade. Recommendations for no increase or salary decrease must be justified.

4) Merit increases in excess of 2% of the midpoint within the applicable pay grade may be justified for employees deserving special recognition and must be approved by the City Manager,

D. Probationary Increases

Upon satisfactory completion of the probationary period as a new employee or following a promotion, the employee shall be eligible for a merit salary advancement of 3% to 5% over the employee's current rate of pay.

E. Apprentice Career Development Program

Employees participating in the Apprentice Lineworker or Apprentice Relay Technician Career Development Program will progress through the salary grade assigned to the job classification commensurate with their completion of all education, training and performance requirements of the program as well as annual performance evaluations.

At the beginning of the 5th year; upon satisfactory completion of the apprenticeship program, apprentices will be eligible for a qualification advancement to grade 202. Apprentices will remain in grade 200 until satisfactory completion of the program. Apprentices who successfully complete the program, demonstrate competency and maintain satisfactory performance, as determined by the City, shall be eligible for a 10% salary increase upon qualification advancement.

This schedule eliminates pay increases upon satisfactory completion of the 6 month probationary period and replaces merit increases.

F. NERC Certified Operators

Electric System Operators who obtain NERC certification shall receive a qualification advancement to grade 202. NERC Certified Electric System Operators who have completed 3,120 hours on the Beaches Energy system, shall be eligible for a salary increase of 15%.

G. Lead Worker Category

A Lead Worker position is defined as a work assignment where duties of a supervisory nature are assigned over a group of positions classified the same as that of the Lead Worker. The assignment is typical in laboring or trade occupations where the foreman or supervisor must visit several locations during the hours of a work day and work crews are left on the job without direct supervision.
The assignment of a Lead Worker should be made with care and be monitored periodically

to assure that the employee is functioning in this capacity.

When assigned as Lead Worker the employee should receive up to a three percent (3%) increase above present pay while on the assignment. When the assignment is removed, the special pay provision will be removed. All Lead Worker assignments must be approved by the City Manager prior to any compensation payment.

H. Training Category

In the event an applicant does not meet the minimum qualifications but is otherwise qualified for the position, the hiring authority may request the appointment as a trainee. In such cases the employee would be hired at a rate of 10 to 30 percent below the minimum salary until the minimum qualifications have been satisfied. This category is used to train people on the job who have a potential to do the work but lack some of the skills or experience needed. The normal time a person would spend in this category would usually be a minimum of six months and a maximum of eighteen months.

I. EXCEL (Excellent City Employees with Longevity) Program

1) An employee may be eligible for a lump sum award of 2% to 3% of the midpoint within the employee's current pay grade, based upon the performance evaluation, once the individual has achieved progression to the maximum pay in the assigned pay grade. EXCEL awards will be provided in one lump sum and will not be added to the employee's base pay. Appropriate tax exclusions will be made.

2) EXCEL lump sums may be awarded once every year. An EXCEL award shall not be given during the same year as a merit increase. Exception is granted if the individual is recommended for an increase and in order to award the increase it is necessary to combine the merit increase with a lump sum EXCEL amount so that the employee's pay rate does not exceed the maximum rate for the pay grade.

J. Effective Date

The Position Classification and Pay Plan shall be effective on October 1, 2016 and shall remain in force and effect until September 30, 2019.

## APPENDIX "C"

### ADDITIONAL PAYS

| License/Certification | Annual Amount | Positions Qualified | Department |
|---|---|---|---|
| Lawn & Ornamental Pesticide License or Restricted Use Lawn & Ornamental Pesticide License | $500 | Maintenance Worker I, II & III<br>Equipment Operator<br>Crew Supervisor<br>General Supervisor | Grounds Maintenance |
| Water C License | $500 | Utility Plant Mechanic | Public Works<br>Water or PCP |
| Wastewater C License | $500 | Utility Plant Mechanic<br>Lift Station Mechanic<br>Sr. Lift Station Mechanic | Public Works<br>Water or PCP |
| Water or Wastewater C License *(Dual Certification)* | $500 | Utility Operators, Senior Operators & Plant Operations/Training Specialists who obtain a dual "C" License in Wastewater Operations or in Water Operations | Public Works<br>Water or PCP |

ADDITIONAL PAYS

| License/Certification | Annual Amount | Positions Qualified | Department |
|---|---|---|---|
| Water or Wastewater B License | $500 | Utility "C" Operators & Senior Operators<br>Lab Technician<br>Plant Operations/Training Specialist | Public Works |
| Water or Wastewater A License | $500 | Utility "C" or "B" Operators & Senior Operators<br>Lab Technician<br>Plant Operations/Training Specialist | Public Works |
| Water Distribution Technician Certificate or System Operator License | $500 | Crew Supervisor | Public Works<br>(Dist & Collection) |
| Wastewater Collection Technician | $500 | Crew Supervisor<br>Lift Station Mechanic<br>Sr. Lift Station Mechanic | Public Works<br>(Dist & Collection) |
| Backflow Tester/Repairer License | $500 | Utility Operators & Senior Operators<br>Utility Plant Mechanics<br>Utility Service Worker III | Public Works |
| Welding Certificate | $500 | Utility Plant Mechanic | Public Works |

**ADDITIONAL PAYS**

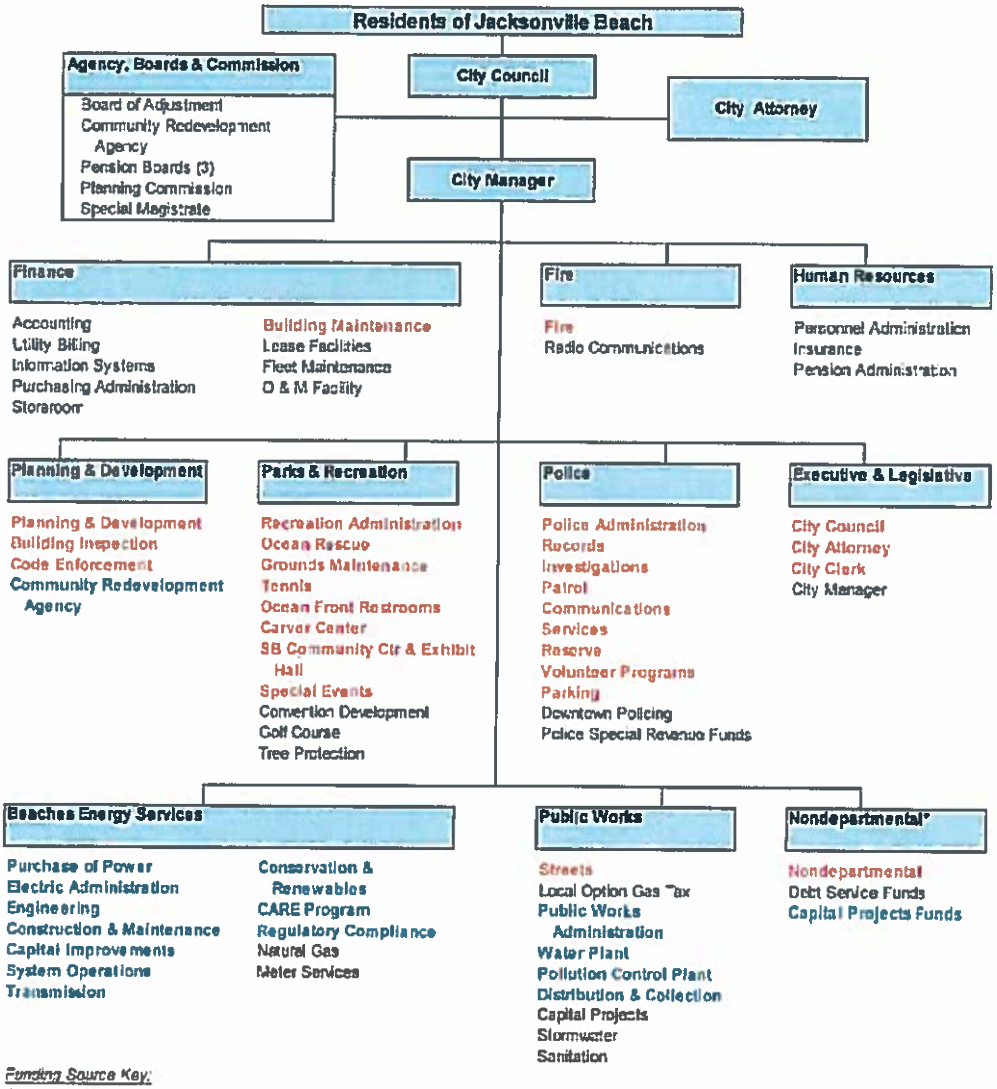
| License/Certification | Annual Amount | Positions Qualified | Department |
|---|---|---|---|
| Federally Qualified Apprenticeship Training Program | $500 (2yrs)<br>$500 (additional upon completion) | Line Truck Operator<br>Cut In Cut Out Technician | Electric |
| Building Inspector License | $500 | Building Codes Inspector<br>Codes Enforcement Inspector | Planning & Development |
| 1 & 2 Family Dwelling Inspector | $250 | Code Enforcement Officer | Planning & Development |
| Code Enforcement Professional | $250 | Code Enforcement Officer | Planning & Development |
| Plumbing or Mechanical Inspector (limited payment for one license) | $500 | Building Codes Inspector<br>Codes Enforcement Officer | Planning & Development |
| Electrical Inspector (Residential & Commercial) | $500 | Building Codes Inspector<br>Codes Enforcement Officer | Planning & Development |

## ADDITIONAL PAYS

These monies are not payable in positions which require the certification or license as part of the minimum requirements for the position. They are payable only while the individual holds the position listed.

Additional pays are limited to $1,500 annually to any one person except for the following position:

| Title | Limit |
|---|---|
| Utility Plant Operators who obtain dual certification in water and wastewater operations. | $2,000 |


Residents of Jacksonville Beach
Agency, Boards & Commission
Board of Adjustment
Community Redevelopment Agency
Pension Boards (3)
Planning Commission
Special Magistrate
City Council
City Attorney
City Manager
Finance
Accounting
Utility Billing
Information Systems
Purchasing Administration
Storeroom
Building Maintenance
Lease Facilities
Fleet Maintenance
O & M Facility
Fire
Fire
Radio Communications
Human Resources
Personnel Administration
Insurance
Pension Administration
Planning & Development
Planning & Development
Building Inspection
Code Enforcement
Community Redevelopment Agency
Parks & Recreation
Recreation Administration
Ocean Rescue
Grounds Maintenance
Tennis
Ocean Front Restrooms
Carver Center
SB Community Ctr & Exhibit Hall
Special Events
Convention Development
Golf Course
Tree Protection
Police
Police Administration
Records
Investigations
Patrol
Communications
Services
Reserve
Volunteer Programs
Parking
Downtown Policing
Police Special Revenue Funds
Executive & Legislative
City Council
City Attorney
City Clerk
City Manager
Beaches Energy Services
Purchase of Power
Electric Administration
Engineering
Construction & Maintenance
Capital Improvements
System Operations
Transmission
Conservation & Renewables
CARE Program
Regulatory Compliance
Natural Gas
Meter Services
Public Works
Streets
Local Option Gas Tax
Public Works Administration
Water Plant
Pollution Control Plant
Distribution & Collection
Capital Projects
Stormwater
Sanitation
Nondepartmental*
Nondepartmental
Debt Service Funds
Capital Projects Funds
Funding Source Key:
General Fund
Other Major Funds: Electric, Water & Sewer, Redevelopment, Capital Projects
* See Executive & Legislative Department for these divisions.

**City of Jacksonville Beach**
**Four Year Summary of Authorized Positions by Department**

| | Actual 2016 | Actual 2017 | Actual 2018 | Budget 2019 Part time | Full time | Total | FTEs | Payroll Budget |
|---|---|---|---|---|---|---|---|---|
| **Executive** | | | | | | | | |
| City Council | 7 | 7 | 7 | 7 | 0 | 7 | 0.0 | $ 126,085 |
| City Manager | 3 | 3 | 3 | 0 | 3 | 3 | 3.2 | 506,242 |
| City Clerk | 4 | 4 | 4 | 1 | 3 | 4 | 3.8 | 266,051 |
| | 14 | 14 | 14 | 8 | 6 | 14 | 7.0 | 898,378 |
| **Finance** | | | | | | | | |
| Accounting | 8 | 9 | 9 | 2 | 7 | 9 | 7.9 | 737,943 |
| Utility Billing | 17 | 18 | 18 | 1 | 17 | 18 | 17.1 | 947,593 |
| Information Systems | 7 | 8 | 8 | 0 | 8 | 8 | 7.8 | 797,388 |
| Purchasing Admin. | 3 | 3 | 3 | 0 | 3 | 3 | 3.0 | 297,628 |
| Building Maintenance | 3 | 3 | 2 | 0 | 2 | 2 | 2.0 | 151,905 |
| Lease Facilities (Tech.) | 0 | 0 | 0 | 0 | 0 | 0 | 1.6 | 77,618 |
| O & M Facility | 1 | 1 | 1 | 0 | 1 | 1 | 1.0 | 60,791 |
| | 39 | 42 | 41 | 3 | 38 | 41 | 40.4 | 3,070,868 |
| **Planning & Development** | | | | | | | | |
| Planning and Development | 2 | 2 | 2 | 0 | 2 | 2 | 1.7 | 180,270 |
| Building Inspection | 6 | 6 | 6 | 1 | 5 | 6 | 5.5 | 400,952 |
| Code Enforcement | 2 | 2 | 2 | 0 | 2 | 2 | 2.2 | 159,727 |
| | 10 | 10 | 10 | 1 | 9 | 10 | 9.4 | 740,949 |
| **Recreation & Parks** | | | | | | | | |
| Administration | 7 | 7 | 6 | 3 | 3 | 6 | 4.4 | 384,317 |
| Ocean Rescue | 57 | 86 | 87 | 85 | 2 | 87 | 18.8 | 647,403 |
| Grounds Maintenance | 7 | 7 | 7 | 0 | 9 | 9 | 9.3 | 658,641 |
| Tennis | 3 | 3 | 3 | 2 | 1 | 3 | 1.7 | 81,570 |
| Carver Center | 3 | 3 | 3 | 1 | 2 | 3 | 2.5 | 126,181 |
| Special Events | 0 | 1 | 1 | 0 | 1 | 1 | 1.0 | 64,495 |
| Golf Course | 25 | 25 | 24 | 16 | 8 | 24 | 14.6 | 708,831 |
| | 132 | 132 | 131 | 107 | 26 | 133 | 52.3 | 2,671,898 |
| **Public Works** | | | | | | | | |
| Administration | 5 | 5 | 6 | 1 | 6 | 7 | 2.0 | 213,871 |
| Water Plant | 13 | 13 | 13 | 0 | 13 | 13 | 13.3 | 928,415 |
| Pollution Control Plant | 15 | 15 | 15 | 0 | 15 | 15 | 14.9 | 1,109,995 |
| Distribution and Collection | 14 | 14 | 14 | 0 | 14 | 14 | 14.3 | 917,869 |
| Stormwater | 0 | 0 | 0 | 0 | 0 | 0 | 2.4 | 224,259 |
| Sanitation | 2 | 2 | 2 | 0 | 2 | 2 | 3.4 | 283,430 |
| Street Maintenance | 16 | 16 | 16 | 0 | 16 | 16 | 14.4 | 962,842 |
| Local Option Gas Tax | 1 | 1 | 1 | 1 | 0 | 1 | 0.8 | 44,832 |
| | 66 | 66 | 67 | 2 | 66 | 68 | 65.5 | 4,685,513 |

**Employees by Department**

**City of Jacksonville Beach**
**Four Year Summary of Authorized Positions by Department**

| | Actual 2016 | Actual 2017 | Actual 2018 | Budget 2019 Part time | Full time | Total | FTEs | Payroll Budget |
|---|---|---|---|---|---|---|---|---|
| **Police** | | | | | | | | |
| Administration | 4 | 4 | 4 | 0 | 4 | 4 | 4.0 | 639,954 |
| Records | 4 | 4 | 4 | 1 | 3 | 4 | 3.5 | 191,416 |
| Investigations | 14 | 14 | 14 | 0 | 14 | 14 | 14.0 | 1,431,364 |
| Patrol | 40 | 40 | 40 | 0 | 40 | 40 | 40.0 | 3,758,116 |
| Communications | 11 | 11 | 11 | 0 | 11 | 11 | 11.0 | 879,863 |
| Ancillary | 16 | 16 | 16 | 10 | 6 | 16 | 9.2 | 684,787 |
| Part-time Officers | 0 | 0 | 0 | 0 | 0 | 0 | 1.4 | 64,093 |
| Parking | 1 | 1 | 1 | 0 | 1 | 1 | 2.2 | 144,703 |
| Downtown Policing | 9 | 11 | 11 | 0 | 11 | 11 | 11.0 | 1,002,145 |
| Law Enforcement Trust Fund | 1 | 1 | 1 | 1 | 0 | 1 | 0.5 | 17,453 |
| | 100 | 102 | 102 | 12 | 90 | 102 | 96.8 | 8,813,894 |
| **Beaches Energy** | | | | | | | | |
| Administration | 4 | 4 | 4 | 0 | 4 | 4 | 4.0 | 424,011 |
| Engineering | 8 | 8 | 8 | 0 | 8 | 8 | 8.0 | 871,192 |
| Relay & Substations | 6 | 6 | 6 | 0 | 6 | 6 | 6.0 | 557,057 |
| Construct. & Maint. | 31 | 31 | 31 | 0 | 31 | 31 | 31.0 | 3,113,270 |
| System Operations | 10 | 10 | 10 | 0 | 10 | 10 | 10.0 | 978,442 |
| Storeroom | 3 | 3 | 3 | 0 | 3 | 3 | 3.0 | 202,507 |
| Conservation & Renewables | 0 | 0 | 0 | 0 | 0 | 0 | 1.0 | 72,678 |
| Regulatory Compliance | 1 | 1 | 1 | 0 | 1 | 1 | 1.0 | 122,658 |
| Meter Services | 12 | 12 | 12 | 0 | 12 | 12 | 12.0 | 703,659 |
| | 75 | 75 | 75 | 0 | 75 | 75 | 76.0 | 7,045,874 |
| **Fire** | | | | | | | | |
| Fire / Rescue, Safety Services | 31 | 31 | 31 | 0 | 31 | 31 | 42.2 | 3,656,486 |
| **Human Resources** | | | | | | | | |
| Personnel Administration | 6 | 6 | 6 | 0 | 6 | 6 | 5.1 | 405,819 |
| Insurance | 0 | 0 | 0 | 0 | 0 | 0 | 0.2 | 19,838 |
| Pension Administration | 0 | 0 | 0 | 0 | 0 | 0 | 0.6 | 59,822 |
| | 6 | 6 | 6 | 0 | 6 | 6 | 5.9 | 486,479 |
| **Redevelopment** | 1 | 1 | 0 | 0 | 0 | 0 | 1.8 | 221,708 |
| **Total Authorized Positions** | 474 | 479 | 477 | 133 | 347 | 480 | 397.2 | $ 32,292,045 |

| | | | |
|---|---|---|---|
| **Total Authorized Positions FY2018** | 134 | 343 | 477 |
| Convert 1 part-time Ocean Rescue Lieutenant to a full-time Assistant Supervisor | (1) | 1 | 0 |
| Add 2 full time Grounds Maintenance Worker positions | | 2 | 2 |
| Add 1 full time GIS Analyst to Public Works | | 1 | 1 |
| **Total Authorized Positions FY2019** | 133 | 347 | 480 |
| **Change in positions since 2008** | (5) | (7) | (12) |

***Denotes divisions operating in the General Fund***

# Summary of Benefits for the City of Jacksonville Beach

**Flexible Spending** - The City offers two Flexible Spending plans; a Health Flex Spending and a Dependent Flex Spending.

**Premium Conversion Plan** - The City has a Premium Conversion Plan. This plan allows employees with dependent health, dental or vision insurance deductions to exclude them from federal and social security taxation. This will result in higher net take home pay for you.

**Health Insurance** - The City offers two health plan options through Florida Blue. One option is a Base HMO plan, which requires you to designate an in-network provider. The other option is a Premium PPO Plan, which gives you the freedom to use in-and-out of network providers.

**Dental Insurance** - The City offers three dental options through Metlife. One option is a DHMO option which requires you to designate an in-network provider. The two other options are PPO options which give you the freedom to use in- and-out of network providers.

**Vision Insurance** – The City offers a voluntary vision plan through Advantica.

**Employer Paid Basic Life and AD&D Insurance** - The City of Jacksonville Beach provides you with $25,000 of Life and AD&D insurance through SunLife. IAFF and FOP positions may have additional life insurance provided. Online Will Preparation is available as part of your life insurance.

**Supplemental Life and AD&D Insurance** - You are also able to purchase additional Life and AD&D insurance through Sunlife. As a new hire, the guaranteed issue amount for employees to enroll is up to $150,000, $10,000 increments up to 5 x your annual earnings to a maximum of $500,0000. Your spouse is eligible for up to 100% of employee coverage in increments of $5,000. Children are eligible for $5,000 or $10,000. *Coverage over the guaranteed issue requires an Evidence of Insurability form which is available online. You must complete EOI within 30 days.*

**SunLife Long Term Disability** -This benefit would start on the 91st day of being out of work due to a disability caused by off the job injury or illness. You would receive 60% of your monthly earnings to a maximum of $6,000 and it would pay you until you reach your Social Security Retirement age.

**Voya GAP (Hospital Confinement)** –This provides a benefit if you have a covered stay in a hospital, critical care unit or rehabilitation facility. The benefit amount is determined based on the type of facility and the number of days you stay. This is a limited benefit policy.

**Voya Group Critical Illness** –This benefit will offer coverage should a certain critical illness or condition be diagnosed. The benefits are paid at 100% the Maximum Critical Illness Benefit amount.

**Voya Group Accident** –This benefit provides a benefit for specific injuries and events resulting from a covered accident while off-job. Benefits correspond with the treatment of the accident. Benefits are paid directly to you, unless you assign them to someone else.

**Insurance Supplement** - The City provides all full-time regular employees with $600 annually (paid bi-weekly-$23.08)

Please note: Coverage information and rates are subject to change at any time

## Bi-Weekly Payroll Deductions

| Coverage Levels | Health Base Plan | Health Premium Plan |
|---|---|---|
| Employee Only | $ 0.00 | $ 66.62 |
| Employee & Spouse | $143.08 | $272.21 |
| Employee & Child(ren) | $117.12 | $240.00 |
| Family | $320.18 | $524.36 |

| Coverage Levels | Dental HMO- Basic | Dental PPO- Moderate | Dental PPO- Premium |
|---|---|---|---|
| Employee Only | $0.00 | $0.00 | $10.26 |
| Employee & Spouse | $2.05 | $3.13 | $33.83 |
| Employee & Child(ren) | $3.68 | $6.50 | $35.95 |
| Family | $5.45 | $11.14 | $59.52 |

| Vision Coverage Levels | |
|---|---|
| Employee Only | $2.49 |
| Employee & Spouse | $4.98 |
| Employee & Child(ren) | $5.03 |
| Family | $7.92 |

| Gap Coverage Levels | |
|---|---|
| Employee Only | $27.54 |
| Employee & Spouse | $57.78 |
| Employee & Child(ren) | $42.92 |
| Family | $73.16 |

# LEAVE START DATES

| | |
|---|---|
| **GENERAL EMPLOYEES**<br>**NON-UNION – Eff. 12/01/08**<br><br>Effective 1/1/06 Part-timers accrue Leave according to their work schedule. See policy. | **Vacation** – Available 6 months from date of hire/pass probation (Accrue biweekly, max accrual 2yrs) Minimum usage, ½ hour increments after a min. charge of 1 hour per day.<br><br>**Personal leave** – Available 6 months from date of hire/pass probation (8 hours a year) (to be used in hourly increments).<br><br>**Sick Leave** – Starts the payday following the pay period in which 30 days of continuous service is attained (Accrue 3.69 hours biweekly) Minimum usage, ½ hour increments after a minimum charge of 1 hour per day of absence.<br><br>**Dependent Sick** – 56 hours per year. Usage in hourly increments only. |
| **LIUNA**<br>**EFFECTIVE 6/2017** | **Vacation** – Available 6 months from date of hire/pass probation (Accrue biweekly, max accrual 2yrs) Minimum usage, ½ hour increments after a min. charge of 1 hour per day.<br><br>**Comp Time** – Minimum usage, ½ hour increments after a min. charge of 1 hour per day.<br><br>**Personal Leave** – Available 6 months from date of hire/pass probation (Equal to employees' regular shift-not to exceed 12hrs) (Accrue annually) (to be used in hourly increments).<br><br>**Sick Leave** – Begin accrual the payday following the pay period in which 30 days of continuous service is attained, but not available for use until 6 month probationary period is completed. (Accrue 3.69 hours biweekly) Minimum usage, ½ hour increments after a min. charge of 1 hour per day of absence.<br><br>**Dependent Sick** – 56 hours per year. Usage as sick leave above. |
| **FIRE CONTRACT (IAFF)**<br>**Effective 03/04/08** | **Vacation** – Start accrual date of hire. Available 6 months from date of hire/pass probation (Accrue biweekly) Min. usage 4 hours per day (hourly increments). Emergency leave 1 hour or more. Maximum accrual 2 yrs.<br><br>**Personal Leave** – Effective January 1st of year following year of date of hire (1 day a year) (to be used in hourly increments).<br><br>**Sick Leave** – Starts the payday following the pay period in which 30 days of continuous service is attained (Accrue 5.54 biweekly) Minimum usage ½ hour after a min. charge of 1 hour per day of absence, & in one half (1/2) hour increments for the remainder of absence.<br><br>**Dependent Sick** –72 hours per year. A doctor's certificate may be required to be submitted with the request for leave approval. Use same as sick leave above.<br><br>**Comp. Time** – Starts date of hire (Accrue 2.77 hours biweekly) Min. usage 4 hours per day (1 hour if emergency)<br><br>✓ Employees on a 40-hour shift shall receive vacation leave in accordance with the Personnel Policies of the City.<br><br>✓ Employees transferring from a 56 to 40 hour or 40 hour to a 56-hour shift shall have balance of hours converted to the appropriate equivalent as determined by the City. |
| **POLICE CONTRACT (FOP)**<br>**Effective 06/01/07** | **Vacation** – Start accrual date of hire. Available 6 months from date of hire/pass probation (accrue biweekly) use in hourly increments (max accrual 2yrs).<br><br>**Personal Leave** – Available 6 months from date of hire/pass probation (Equal to employees' regular shift-not to exceed 12hrs) (Accrue annually) (to be used in hourly increments).<br><br>**Sick Leave** – Starts the payday following the pay period in which 30 days of continuous service is attained (Accrue 3.69 hours biweekly) Minimum usage, ½ hour increments after a min. charge of 1 hour per day of absence.<br><br>**Dependent Sick** – Maximum usage per year 56 hours. Use same as sick leave above. |

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City of
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# MEMORANDUM

FROM: Michael J. Staffopoulos, City Manager
TO: Mayor and City Council
CC: Karen Nelson, Susan Erdelyi, Chris Wright
SUBJECT: City Attorney Recruitment
DATE: February 26, 2019

## BACKGROUND

The purpose of this memorandum is to provide the City Council with options for filling the pending vacancy of the City Attorney position, and Administration's recommendation. On February 4, 2019 City Attorney Susan Erdelyi of Marks, Gray, PA announced her intention to resign her position of City Attorney for Jacksonville Beach in Council Briefing. At that Briefing, she indicated that she was contractually obligated to provide a 30-day notice; however, she was amenable to extending that notice to 60 to 90 days, in order to help guide the City through its selection process and allow for a smooth transition at that position.

There are two primary options for filling the City Attorney position:

- Hiring a full-time City Attorney that is an employee of the City of Jacksonville Beach
- Hiring a contractual City Attorney associated with a firm, similar to the current agreement with Susan Erdelyi of Marks, Gray, PA

## CHARTER REQUIREMENTS

The following language is contained within the City Charter with regard to the City Attorney position:

**CHAPTER VI. - CITY ATTORNEY**

**Section 34. - City attorney; appointment by council.**

There is hereby created the office of city attorney, which said city attorney shall be appointed by the affirmative vote of four (4) members of the city council.

**Section 35. - Qualifications.**

The city attorney must be a lawyer legally admitted to to practice in the several courts of the State of Florida.

**Section 36. – Compensation**

The city attorney shall receive an annual retainer to be fixed by the city council and such fees for special or extraordinary services rendered to or on behalf of the city as may be specifically authorized by the city council.

**Section 37. – Duties of city attorney**

The city attorney shall act as the legal advisor and counselor for the municipality and all of its officers in matters relating to their official duties. He shall prepare all contracts, bonds and other instruments in which the municipality is concerned and shall endorse on each his approval of the form and correctness thereof. When required so to do by the city council, he shall prosecute and defend, for and in behalf of the city, all complaints suits, controversies and proceedings in which the city is a party. He shall furnish the officers or the heads of any departments of the city his opinion on any question of law relating to their respective powers and duties.

OPERATIONAL FACTORS

Two over-riding factors in providing Council with a recommendation are: the current needs of the organization, and historical expenditures per firm/category. Discussions with Department Directors indicate there is a substantial need for the presence of an attorney Monday through Friday, 40+ hours per week. Most departments have issues on a daily basis (contracts review and interpretations, liability determinations, ordinance and resolution drafting/review, etc.). The current contractual arrangement for City Attorney does not provide this regular presence in City Hall for the benefit of staff.

At a previous briefing, the Council asked for a breakdown of all legal expenditures over a ten-year period (see attached). The City has spent approximately $2.3 million dollars over that window (a high of $362,000 in 2015, and a low of $130,000 in 2014). The average annual expenditure for Susan Erdelyi, City Attorney over that same period (Marks, Gray, PA) was approximately $120,000.

RECOMMENDATION

As referenced above, there are two primary options for filling the City Attorney position: hiring a full time employee, or entering into a contractual relationship with an individual/legal firm. Based on the two factors discussed above, regardless of the method chosen, there should be a requirement for a 40 hour per week presence to attend to the legal needs of the City. The model that best fits this requirement is the employment of a full-time City Attorney that is an employee of the City of Jacksonville Beach.

There are pros and cons associated with the two primary options; however, the recommendation for hiring a full-time City Attorney comes with the following benefits:

- The employee will be invested in the organization and its success by the City being their sole employment
- There would be no or minimal conflicts of interest due to no outside clients
- The organization would be dealing with the same individual for all legal issues, and coordination of contracted legal services to specialists

This model is currently being used with success in the City of Fernandina Beach. The City of St. Augustine uses a hybrid model, where the City Attorney is a contractual arrangement, with the City hiring an Assistant City Attorney as a full-time employee of the City. This model is also successful; however, I do not think that the City needs more than one full-time position (at this time) to handle the day to day requirements of the City Attorney position, and coordination of contracted legal firms. As the City continues to evolve, and legal demands change, the requirements may be different in the future.

If Council concurs with the recommended direction, staff proposes the following process:

- Staff prepares an advertisement for the position
- Staff advertises the position for 30 days
- Staff screens applicants and creates a semi-finalist list
- Staff conducts phone interviews with the semi-finalists
- Staff provides Council with copies of resumes, applications and interview notes for all semi-finalists, with Staff's recommendation of top candidates for interview; Council may amend this list based on their review and consensus
- Conduct finalist interviews with Council

- Select a finalist; Mayor and City Manager to negotiate contract for presentation to Council

In the event Council prefers to contract with an attorney working with a firm (similar to the current arrangement with Susan Erdelyi and Marks, Gray, PA), a similar process would be developed, except with Request for Proposal (RFP) submissions instead of applications and resumes.

Attachments:

- Attorney Fees – Ten Year History (by firm and topic)
- Request for Proposal No. 16-02, City of Atlantic Beach - LEGAL SERVICES FOR CITY ATTORNEY-FIRM
- Employment Agreement, 2014, City of St. Augustine – City Attorney
- Full Time City Attorney Employment Agreement, 2007-2008 Contract, Fernandina Beach
- City Attorney Advertisement Brochure, 2018 - City of Ft. Lauderdale

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BEACHES ENERGY SERVICES

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: Bid #1819-11, Pollution Control Plant Switchboard Replacement

DATE: May 6, 2019

## ACTION REQUESTED

Award Bid Number 1819-11 for the Pollution Control Plant (PCP) Switchboard Replacement to include a ten (10) percent contingency.

## BACKGROUND

The Switchboard that controls a major portion of the Pollution Control Plant (PCP) was installed in 2011 as part of a demand management program. That program has since ended and the warranty for this equipment expired. The critical nature of the PCP operation requires that it have a working standby power source at all times. Because the current equipment is no longer covered by warranty and it has become difficult to find qualified repair technicians on short notice, it is recommended that this switchgear be replaced.

Purchasing and Procurement advertised Bid Number 1819-11 and received three responses below.

| Vendor | Bid Price |
|---|---|
| Miller Electric Company | $ 224,692.78 |
| Connected Power Services, LLC | $ 237,954.00 |
| Cogburn Bros, Inc. | $ 256,000.00 |

PCP staff, Beaches Energy Services Engineering staff and our Engineering Consultants reviewed the bid submittals and recommend awarding Bid 1819-11 for the PCP Switchboard Replacement to Miller Electric Company. Funding for this project is budgeted in the Beaches Energy Services Capital Improvement Plan for FY 2019.

RECOMMENDATION

Award Bid Number 1819-11 for the PCP Switchboard Replacement to Miller Electric Company.

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DEPARTMENT OF PUBLIC WORKS

May 10, 2019

**TO:** Michael Staffopoulos, City Manager

**FROM:** David Millinor, Public Works Director

**SUBJECT:** Authorize Public Works GIS Enhancements and Data Development

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**ACTION REQUESTED:**

Authorize the Public Works GIS Enhancements and Data Development Task Assignment.

**BACKGROUND:**

In 2013, the City converted map sheets of the water, wastewater and stormwater utility systems to a GIS/ArcFM platform with minimal attribute information. In 2017/2018, Public Works moved away from the ArcFM platform and collaborated with Beaches Energy Services and Power Engineering to migrate the utility data to an Esri GIS database; however, no spatial refinement or attribute editing was performed on the data. As the City moves forward with implementing a GIS-based asset management system as part of its Enterprise Resource Planning (ERP) system, it is important to ensure that the utility GIS database configuration meet our future need with respect to data accuracy, maintenance tracking and workflow.

The City desires to task Jones Edmunds to assist in developing an updated Public Works GIS database schema based on Esri's local government data model, industry standards and professional recommendation. The updated database schema will be focused to optimize the benefits of the City's upcoming asset management system implementation. Additionally, Jones Edmunds will develop project Area of Interest (AoI) polygons and will spatially reference as-built plan sheets. The AoI polygons will be used by Public Works staff to quickly access project-specific plans and information and the spatially referenced plan sheets will be used by GIS staff for heads-up digitizing of new features and adjustment of existing features and feature attributes in the Utility GIS.

The total cost for the Task Assignment is $48,133.00, and includes GIS database design, data loading, As-Built Area of Interest polygons and indexing for approximates 650 sets of scanned project as-built, design and plat documents, and spatially reference up to 1,000 as-built plan sheets. This Task Assignment will be funded from the operating reserves in the Water/Sewer (67%) and Stormwater (33%) Funds. The budgets in both funds will be adjusted at yearend.

**RECOMMENDATON:**

Authorize the Public Works GIS Enhancements and Data Development Task Assignment in the amount of $48,133.00 to *Jones Edmunds,* as described in the memorandum from the Public Works Director dated May 10, 2019.

JonesEdmunds
Integrity • Knowledge • Service

May 14th, 2019

Kayle Moore, PE
City of Jacksonville Beach
Department of Public Works
1460A Shetter Avenue
Jacksonville Beach, Florida 32250

RE: Proposal for Public Works GIS Enhancements and Data Development
City of Jacksonville Beach, Florida

Dear Mr. Moore:

Jones Edmunds is pleased to submit this proposed Scope of Services and estimated fees for providing GIS Enhancements and Data Development. The City of Jacksonville Beach seeks to improve their existing GIS database design based on industry standards and professional recommendations. The new database design will organize data logically by operational group and will make use of Esri's Local Government Data Model. The City's existing data will be loaded into the new database to serve as the City's GIS database of record for Public Works infrastructure and operations.

Additionally, the City wants to spatially identify approximately 650 project areas of their scanned as-built sets, as well as approximately 1,000 individual plan sheets. Each as-built set will be reviewed, the project area digitized, and the as-built set hyperlinked to the polygon.

Our Scope of Services reflects the services requested by City. Additionally, we attached a detailed fee breakdown for your review.

## SCOPE OF SERVICES

Jones Edmunds proposes to provide the City with the following services during the approximately 180-calendar-day duration.

## Task 1: GIS Database Design

Consultant will review existing OWNER GIS layers. Consultant will provide recommendations to update the GIS database schema based on Esri's local government data model, industry standards, and for optimal data maintenance opportunities with asset management systems.

Consultant will work with Jacksonville Beach staff to identify usability and level of GIS data completeness. Consultant will identify gaps between the City's existing data and the Local Government Data Model schema as potential opportunities for future improvement to the City's GIS data.

Consultant will coordinate with Jacksonville Beach staff via teleconference and e-mail to review findings of our GIS review and discuss recommended geodatabase design. Consultant will explain recommendations and opportunities for streamlined GIS data maintenance and will incorporate the agreed-on approach into final schema design. We will also discuss GIS maintenance and update responsibilities. Consultant will incorporate feedback from Jacksonville Beach staff into final geodatabase design.

Consultant will develop a GIS database design encompassing the following operational areas:

- Water Utilities
- Wastewater Utilities
- Reclaimed Utilities
- Stormwater
- Transportation
- Easements
- Administrative
- Parks
- Public Works Operations

**Deliverables –** Consultant will review OWNER GIS information and provide findings and recommendations to City Staff. Consultant will incorporate agreed upon schema updates into the final geodatabase design.

**OWNER Responsibility –** OWNER will deliver a copy of existing GIS data to Consultant and provide direction on the final geodatabase schema design as well as direction on moving forward where GIS information may be missing and/or insufficient.

## TASK 2: GIS DATA LOADING

Consultant will load OWNER existing GIS information into the new GIS Database schema.

**Deliverables –** Consultant will load GIS information into the SDE database.

**OWNER Responsibility –** The OWNER will provide consultant with a copy of latest existing GIS data prior to data loading.

## TASK 3: As-Built Area of Interest Polygons and Indexing

Consultant will review as-builts provided by OWNER via FTP site. Consultant will develop project area polygons based on project area defined in the parent/cover sheet and will

hyperlink each PDF set to the corresponding project area polygon. There are approximately 650 as-built sets which will have project area polygons digitized. In the event a project area map is not available on the parent/cover sheet, the project area polygon will be approximated using available information contained within the plan set. The polygon feature class will contain attributes with pertinent information about the plan set, including:

- File Name
- Project Name
- Drawing Date
- Type of Project (Water, Sewer, Storm, Paving)
- Number of individual plan sheets in plan set

**Deliverables –** Consultant will provide The OWNER with a polygon feature class containing project area boundaries for 650 scanned as-built sets. Each project area polygon will include a hyperlink to the associated pdf set.

**OWNER Responsibility –** The OWNER will provide consultant with the full pdf plan sets.

## TASK 4: GEOREFERENCING OF INDIVIDUAL PLAN SHEETS

Consultant will georeference individual plan sheets from sheet sets indexed in Task 3. Individual plan sheets will be georeferenced to an accuracy sufficient for heads-up digitizing of new features and spatial adjustment of existing features in the GIS.

Jones Edmunds will spend up to 5 minutes per individual plan sheet for georeferencing, up to 1000 plan view sheets of the plan sets in Task 3.

**Deliverables –** Consultant will provide The OWNER with up to 1000 georeferenced plan view sheets, of the project area polygons in Task 3.

**OWNER Responsibility –** The OWNER will provide consultant with individual tiff files for each plan sheet from each set. Files should be organized in folders by plan set, along with the PDF containing the full plan set. The OWNER will provide a list of specific projects for which individual plan sheets will be georeferenced.

# SCHEDULE

Consultant will complete the scope of services within 180 calendar days.

# DELIVERABLES

When the project is complete, OWNER will have a new GIS database design with their existing GIS data loaded into it. Consultant will provide project area polygons for all as-built datasets provided by OWNER, complete with pertinent details including project name,

date, project type, and hyperlinks back to the full PDF set corresponding to each project area polygon.

## ASSUMPTIONS

- OWNER will be responsible for purchasing all hardware and software to support the work in this project. The City will make the hardware and software for the project available to Consultant to use while completing the work outlined in this task assignment.
- OWNER and Consultant will provide timely feedback during all project coordination via telephone and email.
- Consultant will not be responsible for correcting or updating any geographical features (missing or incorrect point, line or polygon features) in the GIS under tasks 1-4.
- OWNER will make a remote connection available for Consultant to use throughout this project.

## COMPENSATION

| | |
|---|---|
| Task 1: GIS Database Design | $7,256 |
| Task 2: Data Loading | $7,286 |
| Task 3: As-Built Area of Interest Polygons and Indexing | $22,222 |
| Task 4: Georeferencing Individual Plan Sheets | $11,369 |
| **Total Fee** | **$48,133** |

In accordance with our Contract for Continuing Professional Engineering Services, dated October 1, 2016, Jones Edmunds proposes to perform this Scope of Services on a lump sum % complete basis for a not to exceed amount of $48,133.

We appreciate this opportunity to continue to provide services to the City of Jacksonville Beach. We look forward to your acceptance of this proposal. In the meantime, if you have any questions or wish to discuss any aspect of this proposal, please contact me at your convenience by phone at (352) 870-90385 or by email at mnelson@jonesedmunds.com.

Sincerely,

Mark Nelson, PE
Vice-President and Senior Consultant
730 NE Waldo Road
Gainesville, Florida, 32641

Brian Icerman, PE
Vice President
8657 Baypine Road, Suite 300
Jacksonville, Florida 32256-8634

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**Jacksonville Beach**
**GIS Data Development**
Revised: 5/14/2019

JonesEdmunds

| Task | Project Officer | Senior Project Manager | Project Manager | GIS Analyst | Clerical | Total Hours | Total Labor | Cost |
|---|---|---|---|---|---|---|---|---|
| Jax Beach RFQ 07-1516 Rates | $266.00 | $223.00 | $173.00 | $133.00 | $93.00 | | | |
| 1. GIS Database Design | 2 | 2 | 5 | 40 | 1 | 50 | $7,256 | $7,256 |
| 2. Data Loading | 1 | 1 | 8 | 40 | 1 | 51 | $7,286 | $7,286 |
| 3. As-Built Area of Interest Polygons and Indexing | 1 | 1 | 10 | 149 | 2 | 163 | $22,222 | $22,222 |
| 4. Georefeence Individual Sheets | 1 | 1 | 8 | 70 | 2 | 82 | $11,369 | $11,369 |
| Totals | 5 | 5 | 31 | 299 | 6 | 346 | $48,133 | $48,133 |
| | | | | | | | | $48,133 |

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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor and City Council
FROM: Michael Staffopoulos, City Manager
SUBJECT: Fire Services Agreement
DATE: May 14, 2019

**ACTION REQUESTED:**

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

**BACKGROUND:**

Staff has been in discussions with the City of Jacksonville (COJ) since 2012 to explore the possibility of contracting fire services for a county-wide, consolidated service provision. Negotiations re-started in earnest over a year ago, and staff has reached a tentative agreement with COJ. The proposed terms and conditions are included in the attached draft Agreement dated May 7, 2019.

A draft Agreement dated March 15, 2019 was brought before the Council for formal consideration on April 15, 2019. On that date, Council agreed to postpone the vote to allow time for staff to prepare additional information and compile answers to questions from Council. The requested information was provided at a workshop on April 29, 2019. The agenda packets from the April 15 Council Meeting and the April 29 Council Workshop are attached to this memo.

Since the April 29 workshop, staff has worked with the City of Jacksonville (COJ) to discuss revising some contract terms based on Council direction. The revisions that both parties agreed to have been incorporated into the May 7 Agreement as follows:

- Page 1. Added "Effective date no sooner than October 1, 2019".
- Page 2. Article 2. (b) Changed to reference Exhibit C.
- Page 2. Article 2. (c) Added provision for increase to service at a later date.
- Page 6. Article 4. (c) Added details and reference to program policies.
- Page 6. Article 4. (d) Added details for emergency staffing.
- Page 6. Article 4. (e) Added provision to Special Events.
- Page 8. Article 6. (b) 1. Clarified assignment for current personnel.
- Exhibit C (d) Added provision to ensure coverage for Jacksonville Beach

Staff asked COJ whether a Rescue could be used as a first response apparatus for the purposes of dispatch to EMS calls, as discussed at the April 29 Council Workshop. COJ responded that this type of arrangement and dispatch would be unique to their current operating model, and could not agree to the request. As a result, cost estimates for enhancing Level of Service (LOS) can only contemplate additional apparatus (Engine or Ladder).

Staff has also clarified the different financial options with regard to comparative staffing models. The attached summary charts show the cost differentials between in-house and contracted provision of service, and comparison to our current projected Fire Department expenditures for FY 2020, 2021 and 2022. Please note that the cost to the City of Jacksonville Beach to add one additional contractual Engine is $1.47M, per the supplemental information provided by COJ/JFRD for the April 29, 2019 Workshop.

The May 7 Agreement, if approved, will net a financial savings to the City of Jacksonville Beach, estimated at approximately $15M over a ten year period. Ancillary services provided by JBFD, and the level to which they are provided, will need to be re-allocated to other departments/positions throughout the City, including new expenditures for both personnel and operations.

Attachments:

- Financial Impact Summary Charts (3 pages)
- Fire Services Agreement (Draft, May 7, 2019 - 43 pages)
- Information presented at the Council Meeting (April 15, 2019 – 61 pages)
- Information presented at the Council Workshop (April 29, 2019 – 20 pages)

**RECOMMENDATION:**

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

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# Financial Impact Summary 1

## *Current JBFD Staffing, Proposed JFRD*

| FISCAL YEAR | CURRENT BUDGETARY PROJECTIONS | PROPOSED CONTRACT COST + SUPPLEMENTAL OPERATING COSTS | BUDGETARY IMPACT |
|---|---|---|---|
| 2020 | $4.58M | $3.69M | ($890K) |
| 2021 | $4.72M | $3.36M | ($1.36M) |
| 2022 | $4.85M | $3.43M | ($1.42M) |

JBFD – two 2-person engines; one 3-person ladder; 1 Shift Commander

JFRD - one 3-person engine; one 4-person ladder

# Financial Impact Summary 2

*Reduction in JBFD staffing to match proposed JFRD*

| FISCAL YEAR | CURRENT BUDGETARY PROJECTIONS | PROJECTED COSTS WITH REDUCED STAFFING | BUDGETARY IMPACT | PROPOSED CONTRACT COST + SUPPLEMENTAL OPERATING COSTS | BUDGETARY IMPACT |
|---|---|---|---|---|---|
| 2020 | $4.58M | $4.24M | ($340K) | $3.69M | ($890K) |
| 2021 | $4.72M | $4.36M | ($360K) | $3.36M | ($1.36M) |
| 2022 | $4.85M | $4.49M | ($360K) | $3.43M | ($1.42M) |

JBFD – one 3-person engine; one 4-person ladder; 1 Shift Commander

JFRD - one 3-person engine; one 4-person ladder

# Financial Impact Summary 3

*Increase in JBFD staffing, Increase in JFRD proposed*

| FISCAL YEAR | CURRENT BUDGETARY PROJECTIONS | PROJECTED COSTS WITH INCREASED STAFFING | BUDGETARY IMPACT | INCREASED CONTRACT COST + SUPPLEMENTAL OPERATING COSTS | BUDGETARY IMPACT |
|---|---|---|---|---|---|
| 2020 | $4.58M | $5.58M | + $1.00M | $5.16M | + $580K |
| 2021 | $4.72M | $5.75M | + $1.03M | $4.86M | + $140K |
| 2022 | $4.85M | $5.91M | + $1.06M | $4.97M | + $120K |

JBFD – two 3-person engines; one 4-person ladder; 1 Shift Commander

JFRD - two 3-person engines; one 4-person ladder

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OFFICE OF THE CITY MANAGER

MEMORANDUM

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

The purpose of this memorandum is to summarize the questions received by Administration from each Council member (by the cutoff date of April 18, 2019), and to provide supplemental information to Council for consideration.

**Summary of Questions**

As discussed at the April 15, 2019 City Council meeting, each Council member was afforded the opportunity to submit questions to staff prior to the close of business Thursday, April 18, 2019. Multiple questions were received from a majority of the Council. The questions were split into two groupings: those to be answered by City of Jacksonville Beach staff, and those that should be answered by Jacksonville Fire Rescue Department (JFRD)/City of Jacksonville (COJ). All questions and answers are provided as attachments to this memorandum.

**Supplemental Information**

During the public hearing process, there have been many statements made by individuals both for and against contracting services. Administration has identified that some of the information provided is not factually correct, and in other instances requires clarification. Below is a listing of several items requiring response and/or clarification.

*Provision of Ancillary Services*

Statements have been made that if the City of Jacksonville Beach wants certain ancillary services to remain in place (i.e., smoke detector program, car seat installations, etc.), all the City needs to do is request them, and they will remain in effect. This is not accurate based on conversations with City of Jacksonville Administration and the terms of the Agreement. The City of Jacksonville, understandably, does not wish to create exceptions for service provision at

individual fire stations within their service district. JFRD currently provides a smoke detector program with certain operating parameters, and does not provide child seat installations for cars. Jacksonville Beach can utilize the smoke detector program offered by JFRD, or provide our own service to match our current level of service. JFRD, while not providing child seat installations, would allow firefighters who are child car seat certified to continue installing seats until their certifications expire (provided they are still stationed in Jacksonville Beach). Once their certifications expire, the service will likely cease as JFRD does not offer an incentive to be child car seat certified. A more detailed list of ancillary services provided by JFRD is included in their attached response to questions.

*911 Cell Phone Call Routing and Impacts*

Several Council members have asked questions about coming changes to the 911 system, and statements have been made by the public as to what will or won't happen to 911 calls in the future. JBPD has been monitoring this issue, and the following is a summary of current and future 911 operations.

The 911 system belongs to Duval County. When someone dials 911, the system does not know if the caller needs police or fire/rescue services. Therefore, the system routes 911 calls to the police department that serves the geographic origin of the call. The four agencies that may receive an originating 911 call are considered Primary Public Safety Answering Points (PSAP), and include:

- Jacksonville Sheriff's Office
- Atlantic Beach Police Department
- Jacksonville Beach Police Department
- Neptune Beach Police Department

Once the call is received, if police service is desired, police is dispatched immediately from that PSAP. If fire/rescue services are required, then the call is transferred to the appropriate fire/rescue department. JSO, Atlantic Beach and Neptune Beach must transfer their calls to JFRD (as a Secondary PSAP) for dispatch of fire/rescue services. Jacksonville Beach, however, dispatches fire services directly from JBPD dispatch, with a concurrent transfer to JFRD for dispatch of rescue services.

Due to technical issues with the current 911 system and cell phone providers, Duval County turned off call routing features for wireless 911 calls. This means that the majority of 911 calls made from a cell phone go to JSO, with transfer to Jacksonville Beach in the event JBFD services are required. This creates one extra step in the request for fire services under the scenario of a wireless call for fire service originating from Jacksonville Beach.

The 911 system is scheduled for upgrades by the end of 2019 (6-8 months), which will allow the call routing features for wireless 911 calls to be turned on. Once this upgrade occurs, wireless 911 calls will be routed to the commensurate Primary PSAP based upon the caller's geographical location. A wireless 911 call originating in Jacksonville Beach will be routed to Jacksonville Beach dispatchers. They would dispatch police or fire units directly, with a call transfer specific for a rescue unit. If, however, fire services are contracted to JFRD, all fire and EMS related calls would be transferred from the JBPD dispatch center to JFRD for dispatch of both fire and EMS units.

*Turnover in Jacksonville Beach Fire Department*

Statements have been made giving the impression there is high turnover in the JBFD. This is not factual. Over the last five years, 3 firefighters have been hired due to retirements of Chief Frazier and Captain Machurick, and the passing of Captain Rabon. One of these three hires left the organization after an 18 month period. That position was filled in February 2018.

Additionally, a Collective Bargaining Agreement (CBA) was recently ratified by the IAFF, and approved by City Council for a three year period retroactive to FY 2017. The CBA included adjustments to salary ranges for unionized positions, and annual increases to maintain competitiveness between JBFD and neighboring jurisdictions (particularly the City of Jacksonville and St. Johns County).

*Mandatory Overtime and Staffing*

Overtime within a fire department can typically occur under two different scenarios:

1. Calls for service increase, and additional units must be put in service, either temporarily or permanently;
2. Work shifts are vacant because of staffing shortages, and another employee must cover the vacant shift to meet minimum staffing levels. Staffing shortages can be caused either by vacancies (open positions) within the department, or employees being unavailable.

Overtime for JBFD is occurring due to scenario 2. As indicated in *Turnover*, JBFD does not suffer from an inability to fill all authorized positions; staffing shortages are occurring due to employees being unable to work for various reasons. As an example, even though the Department is at full staffing, for the week of April 15, 2019, JBFD had five (5) front line employees unavailable for work (out of a total of 25 Firefighter/Engineers and Lieutenants):

- 1 on Family and Medical Leave Act (FMLA),
- 2 with an on the job injury (OJI)

- 2 on Administrative Leave

This represents 20% of the front line staff (Firefighter/Engineers and Lieutenants) being unavailable for work, and places a stress on the remaining staff for coverage. When multiple employees are out at the same time, the remaining employees must cover those shifts. JBFD also has a smaller pool of firefighters in comparison to large departments (such as JFRD), making each individual count for a higher percentage of the total department staff, which exacerbates the impact when absent.

Compounding this issue is the City's staffing model. Organizations use different staffing models, with one of the more common models being one day on, two days off. This is a direct correlation to having three shifts (A, B and C), where all shifts work in a rotation. In this model, each shift receives 48 hours of rest/time off between their shifts. As an example:

Monday – A shift
Tuesday – B shift (time off for A, 24 hours)
Wednesday – C shift (time off for A, 24 hours)
Thursday – A shift

The City of Jacksonville Beach, however, uses a model where shifts work one day on, one day off for three full shifts, then receive four days off. In this model, each shift only receives 24 hours of rest/off time between their shifts. As an example, the following are shifts scheduled for May 13 to May 22, 2019:

Monday – A shift
Tuesday – B shift (time off for A, 24 hours)
Wednesday – A shift
Thursday – C shift (time off for A, 24 hours)
Friday – A shift
Saturday – C shift (time off for A, 24 hours)
Sunday – B shift (time off for A, 24 hours)
Monday – C shift (time off for A, 24 hours)
Tuesday – B shift (time off for A, 24 hours)
Wednesday – A shift

While this model provides each employee with the opportunity for four consecutive days off (96 hours) after completing three shifts, it creates only a 24 hour window between their normal three shifts. When overtime is either volunteered for or assigned, it can result in an employee working the 24 hour period between their shifts, resulting in working 72 hours (3 days) straight.

Fire Administration and City Administration support changing the service model to one day on, two days off, to minimize the potential for employees working 72 hours straight. However, no changes to the service model will be made until a decision on the Department's disposition is made by Council.

*NFPA Recommended Standards*

Questions have been raised as to whether National Fire Protection Association (NFPA) standards are recommended or required for the operation of a fire department. NFPA standards are recommended, not required. Additionally, NFPA is a nonprofit organization, with no enforcement or regulatory control over individual fire departments. The following is information taken directly from the NFPA web page (www.nfpa.org/overview):

> "**NFPA Overview**
>
> The National Fire Protection Association (NFPA) is a global self-funded nonprofit organization, established in 1896, devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards.
>
> NFPA delivers information and knowledge through more than 300 consensus codes and standards, research, training, education, outreach and advocacy; and by partnering with others who share an interest in furthering our mission. Our mission is to help save lives and reduce loss with information, knowledge and passion.
>
> **Codes and Standards**
>
> NFPA is widely known as a codes and standards organization – that's the backbone of what we do, and it always will be. Our mission is to provide you with the information and knowledge you need to do your job well in today's ever-changing environment. Our 300 codes and standards are designed to minimize the risk and effects of fire by establishing criteria for building, processing, design, service, and installation around the world. The more than 250 technical committees, comprised of approximately 9,000 volunteers, review public inputs and vote on the revisions in a process that is accredited by the American National Standards Institute. NFPA provides free online access to its codes and standards."

**City Manager Comments**

City Council has heard from many individuals during public input on this issue. Two particular comments were from family members of firefighters, urging the Council to bring this issue to a close by making a decision one way or the other. I concur with that sentiment. What I have observed in a relatively short period of

time is a department in conflict, with no clear direction on its future. The longer the department goes without a decision, the worse its condition will become.

Several members of the public have suggested putting this decision to a referendum. I have asked the City Clerk to contact the Supervisor of Elections to determine the next available voting window, and the cost to the City to perform a special election for just this issue. It is currently too late to utilize the May elections; and while the City of Jacksonville is considering a special election in November, a formal decision has not been made. Therefore, the next regularly scheduled election is the Presidential primary election in March, 2020. The City could either wait until that election, or schedule a special election. A special election could cost between $20,000 and $25,000 for a traditional polling station election, and approximately $15,000 for a mail ballot election only.

While the option of going to a referendum may appear viable, I would like to identify major issues this would create for the organization:

1. Until this issue is resolved, a new permanent Fire Chief cannot be hired. In my opinion, no serious candidate would be willing to accept a Fire Chief position, perhaps relocating to the area, for what may be a temporary position. This will create a gap in leadership within the department.
2. Prolonging a decision, and lacking a permanent Fire Chief, may impact our ability to recruit for the department. This has not been an issue to date because we are at full staffing. However, the longer the status quo continues, the higher the probability that candidates for the fire department will not want to come here, knowing that the department may not exist in the near future and no permanent leadership structure is in place.
3. Prolonging a decision will continue to erode the morale and relationships of department staff. This issue has been discussed for numerous years, and as it has gotten closer to a decision, the conflict between unionized and non-represented employees has increased. Keeping conflict at this heightened level for a prolonged period of time, without a permanent Chief in place to provide leadership and guidance, will be detrimental to the long-term success of the department.

If the Council decides a referendum will be held, and the time frame for that referendum is longer than I deem reasonable, I will request the authorization to hire a contractual Fire Chief for an indeterminate amount of time to provide some level of stability within the department.

Attachments

1. Summary of Questions (Answers provided by Jacksonville Beach)
2. Questions for Jacksonville Fire Rescue Department (Answers provided by JFRD)
3. 2018 Benchmarks (Provided by JFRD)
4. ALS Engine Company Cost Spreadsheet (Provided by JFRD)
5. Rescue Company Cost Spreadsheet (Provided by JFRD)

**Summary of Questions (answers provided by Jacksonville Beach)**

*Apparatus and Staffing*

Q: How many personnel, and what associated cost, would be necessary for current JBFD apparatus to be NFPA compliant?

A: Changing minimum staffing for JBFD to 3 personnel/Engine and 4 personnel/Ladder would add nine (9) positions: three (3) Lieutenants and six (6) Firefighters. This staffing would still result in one (1) leave slot per shift. The cost to add these nine (9) positions is approximately $1M/year for salary and benefits.

Q: What would be the cost savings to JBFD to provide staffing and apparatus that match the proposed agreement with COJ?

A: Changing minimum staffing for JBFD to 3 personnel on one engine, and 4 personnel on one Ladder, with elimination of one Engine, would result in the reduction of one (1) Engine, and three (3) Firefighter/Engineers. The estimated annual savings from moving to this staffing model is $343,000 ($323,000 for personnel costs, and $20,000 per year for one Engine amortized over a 25 year life cycle).

Q: Why does the first year of the contract not provide a credit for the new $400,000 engine just purchased?

A: All apparatus and equipment being turned over to Jacksonville under this Agreement is cost averaged. We are providing some materials at end of useful life, and others at or near the start of useful life, without differentiation of such.

Q: Can the City eliminate overtime by hiring additional firefighters, and if so, how many and at what cost?

A: No. Overtime is a function of employees taking time off during their normal shift. Any time an employee schedules vacation, is out sick, or uses FMLA, another employee must fill that shift to meet minimum staffing levels. While the City could hire additional personnel and add additional leave slots for any given day, it does not take into account concurrent absences of staff.

Q: What staffing and cost is required to allow for at least two vacancies per shift so up to two firefighters can take days off without mandatory overtime?

A: The addition of three (3) Firefighters would create one additional leave slot per shift, bringing the total to two per shift. The cost of adding (3) Firefighter/Engineers is estimated at $323,000.

Q: Will some of the JBFD employees be required to move out of JBFD stations due to changes in rank?

A: Yes. The Agreement, as structured, replaces 28 positions with 21. Based on the reduction of one personnel per shift, and the ranks of positions required, some personnel currently serving in JBFD stations (possibly as many as 13) will require relocation to other stations.

Q: Are support staff contemplated in the Agreement for transfer to JFRD?

A: No. The one support position for the Department is a contractual position, started in August 2018. The previous incumbent (who was a full-time employee of the City) sought and obtained a different full-time position within the City.

*Agreement*

Q: What are the incentives for the City of Jacksonville to fully comply with the Agreement?

A: While there are no contractual incentives for the City of Jacksonville to fully comply with the Agreement, it is their reputation as an organization and their Department's ISO rating that is at stake with regard to how they perform under any contractual obligation or service provision.

Q: Are there penalties to the City of Jacksonville for failure to comply with the Agreement?

A: There are no penalties to the City of Jacksonville for failure to comply with the Agreement. The City of Jacksonville Beach has the ability to cancel the Agreement with a two year notice, and reconstitute the department.

Q: Would the City of Jacksonville be willing to perform for a trial period of three years, with the City of Jacksonville Beach Fire Department having the ability to repossess equipment and apparatus if the trial does not work out?

A: A trial period for this type of Agreement would not be feasible. Once equipment, apparatus and personnel are transferred to Jacksonville, their future disposition is no longer guaranteed. Equipment and apparatus may be moved to another station, sold or disposed based on age and/or compatibility with JFRD standards. Some personnel, as discussed previously, will require transfer to other Fire Stations. This is why the Agreement contains a two-year notice period for cancellation; this is how much time would be needed to reconstitute the department (as discussed below). It is not common for a City that has moved to contracted fire services to reconstitute its department at a later date.

Q: If the Agreement is canceled at some future time, what would be the cost to reconstitute the department?

A: There would be both hard and soft costs associated with reconstituting the Fire Department. The hard cost would be associated with repurchasing equipment and apparatus. Equipment is estimated at $1M, with apparatus estimated at $1.7M (2 Engines, 1 Ladder, and 3 staff vehicles), for an estimate of $2.7M hard cost. The time frame for ordering new apparatus and receiving it is about one year. The ordering of apparatus and equipment, however, would not occur until at least a new Chief and Command staff have been hired, a process that would likely take at least six months or more.

The soft costs are associated with the expenditure of funds from the personnel perspective (as stated above), and the cost to continue contracted services while the Department is being reconstituted. Contracted services would be required for 18 to 24 months following the start of reconstituting the Department (it is for this reason that a two year notice is required for either party to terminate the Agreement). During this period, the City would be paying a gradually increasing salary base, along with the contract with JFRD, until the Department is fully staffed and has all equipment and apparatus necessary to respond to calls for service. The contractual component (in today's dollars) would be up to $4.4M. The salary component could be anywhere from $3M to $5M, assuming that critical positions will require hiring individuals with substantive experience. Therefore, the total cost to reconstitute the Department over a 24 month period could be anywhere from $10.1M to $12.1M.

Q: Why is there no language requiring JB be listed as an additional insured, with a copy of insurance provided each year?

A: The City of Jacksonville is self-insured. The language provided in the Agreement was provided by the City of Jacksonville, and is the language they would approve for the Agreement to move forward.

*Ancillary, Emergency Response and Special Event Services*

Q: What is the cost (personnel and operating) for Jacksonville Beach to provide ancillary services that JFRD will provide either in part, or not provide?

A: Staff has proposed $10,000 be added to the FY 2020 budget to accommodate handling ancillary services that JFRD will provide either in part, or not provide. The two most prominent of these services is smoke detectors and child car seat installations. We believe that this dollar amount would allow the purchase of necessary equipment and materials (ladders, car seats, etc.), and incentivize the appropriate certifications (car seat installations) to allow staff to provide these services. While the City would likely not go door to door for smoke detectors, and the public may need to go to an alternate location for car seat installation assistance, we believe both of these programs could be provided effectively.

*911 Dispatch and Response Times*

Q: If JFRD is contracted, can anything be done to address the delay in routing 911 calls from Jacksonville Beach to Jacksonville Fire Rescue?

A: No. Please see the *911 Cell Phone Call Routing* section of the memorandum for a detailed explanation.

Q: What is the time to transfer a call from Jacksonville Beach dispatch to JFRD?

A: It depends. There is an inherent time component for JBPD dispatch to determine the nature of the call, and decide if it is to be handled by Police or Fire/EMS. If it is Fire/EMS, the call will be transferred to JFRD. The time it will take for JFRD to determine the needs of the caller and dispatch accordingly will be determined by the nature of the call, and the dispatcher receiving the call.

*Miscellaneous*

Q: If the City kept JBFD, where would funds come from, outside of a millage rate increase, to improve the department?

A: To provide additional or enhanced services in the Fire Department, the following funding options could be considered:

- Adjust the millage rate
- Reduce the level of services in other programs within the general fund
- Establish a fire assessment fee for property owners (commercial & residential) in Jacksonville Beach
- Reduce the tax increment trust fund allocation to the South Beach Community Redevelopment Trust Fund to provide additional General Fund tax revenues

*General Fund Reserves could be used for initial capital purchases or program startup costs, but staff does not recommend using reserves to pay for ongoing operating expenses.

Q: Is any equipment and apparatus at JBFD currently in need of updating; if so, what is the cost?

A: Overall, the JBFD is in a relatively good position with apparatus and equipment. NFPA recommends apparatus be used in frontline service for up to 15 years and then be placed in reserve for up to an additional 10 years, for a total useful life of approximately 25 years. JBFD has the following apparatus in service:

Frontline Apparatus:

- 2006 E-One Pumper (move to reserve in 2021 per CIP)
- 2010 Ferrara 75' Ladder Truck
- 2018 Rosenbauer Pumper (placed in service February 2019)

Reserve Apparatus:

- 2003 Pierce Pumper (to be sold in 2021 per CIP)
- 2006 Pierce Pumper

Staff Vehicles:

- 2003 Ford Excursion (to be replaced in 2019 CIP, $48,000)
- 2011 Chevy Tahoe (Command Vehicle)
- 2017 Ford F-150 (Training Lt. Vehicle)
- 2018 Ford F-150

Equipment is continuously in the process of being acquired, updated or replaced. Self-Contained Breathing Apparatus (SCBA) were purchased new in 2014. All

frontline apparatus are equipped with hydraulic rescue tools, ranging from 10 to 15 years old, service tested annually, and meet required specifications. A new set of Hurst E-draulics ($32,000 for the set, received through the Firehouse Subs grant) will be placed in service in May 2019 (Note: there is not a rescue tool on the market that will cut Boron Steel).

NFPA recommends replacing bunker gear every 10 years, and JBFD conforms to that schedule. JBFD does not provide a second set of assigned bunker gear specific to each member, but does possess extra bunker gear that can be changed into after a structure fire. Based on the actual number of structure fires responded to each year, the necessity of a designated second set of bunker gear per member is questionable.

The following equipment/tools are slated for replacement or purchase in the current CIP (scheduled for FY 2019):

- Automatic Defibrillators ($40,000 each)
- SCBA Compressor/Fill Station ($36,000)
- Extractor Washing Machine for bunker gear ($15,000)

Q: What would be the cost to JBFD to use JFRD training facilities?

A: The training facility that JBFD would use is not actually owned by JFRD. The facility is located as Florida State College at Jacksonville (FSCJ), and open to any agency wishing to use the facility. Sending a shift to the training facility would require overtime to staff two (2) 3-man engines for the block of time needed to complete the training. This would result in overtime costs of approximately $2,200 per shift for training. The cost for using the Burn Building (4 hour block) is $1,000; the cost for using the Training Tower (4 hour block) is $250.

**Summary of Questions (answers provided by JFRD)**

1. What are the variety of options for adding a third ALS capable apparatus or unit, and its cost (i.e., Engine, Rescue, Brush Truck, etc.)? We do not have ALS brush trucks. All engines, ladders, marine units, and rescues are Advanced Life Support. Cost of adding one ALS engine company is $1,467,737 and a Rescue Unit is $1,040,871 annually. See attached worksheet for cost breakdown.

2. Can language be added to the Agreement that would allow for the addition of a third ALS capable apparatus or unit upon notification from the City at a later date?—Yes with an adjusted contract amount for associated costs.

3. Can there be a contractual requirement to keep an engine in JB at all times; to keep a third apparatus (engine) in Jacksonville Beach as a reserve; and have Stations 1 and 2 added to JFRDs SOG for critical stations (similar to Atlantic Beach and the Airport stations)?—There are two engines on the island adjoining Jax Bch (41 & 55) and a third engine (59) on San Pablo at JTB. The problem with guarantees is not knowing the next emergency. We could have two major calls at the same time pulling resources into Jax Bch or away from Jax Bch. Yes on keeping a spare engine in Jax Bch and yes on the SOG change to include at least one engine for Jax Bch coverage.

4. What is the frequency/program descriptions for the auxiliary services to be provided by JFRD (Article 4. (c) of the agreement); would all JB residents be eligible?

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

   a) Blood pressure checks at the Fire Facilities for the Community. In Jacksonville these services are listed on a fire station sign as available Monday through Saturday 0800-2000. However, we do not turn people away after hours or on Sundays. For example, people ring our door bell at 11 o'clock at night for help reading glucose monitors or to check their BP because they're not feeling well. This is common and not an issue for us.

   b) Annual fire hydrant inspection of all fire hydrants in the City, in accordance with ISO Guidelines. We would inspect all Jax Bch hydrants once a year for ISO compliance.

   c) Tours for school and community organizations. JFRD companies are involved in a myriad of activities at DCPS and private schools including familiarization tours, reading to children events, career days, and other activities as invited (drills, exercises, fire alarms, etc.). The same would be true for Jax Bch.

   d) CPR and public safety seminars to Jacksonville Beach employees at no additional cost to Jacksonville Beach. JFRD Training Academy not only recertifies all JFRD paramedics and EMT's for CPR but they host seminars at City Hall and other locations around town. We are fully committed to training or re-certifying Jax Beach employees. As for seminars, just let us know what is needed or requested.

   e) Annual smoke detector program and other auxiliary services mutually agreed to by the Jacksonville Fire Department and City Manager. COJ has the Mayors Home Fire-

Safety Program in Ordinance 420.116 where we install smoke detectors and batteries in one-family or two-family dwelling at no charge. I don't see why this wouldn't continue in Jax Bch.

f) Biannual Pre-fire planning of businesses. As agreed to, we would conduct Pre-Incident Planning in 100 percent of all Jax Bch businesses every two years or 50% per year. It's my understanding this is your current practice. Per NFPA 1620 the business must give consent prior to us conducting so this may alter numbers a bit.

5. What personnel type, number, and function would be provided at the JBEOC? We would fill the requested position with qualified and credentialed staff including but not limited to Planners, Logistics, Operations, and / or Finance as requested by Jax Bch. These positions would be in constant contact with Duval County EOC.

6. What would JFRD personnel do to support Jacksonville Beach in the event of a natural disaster (pre and post)? Jax Beach would receive the same level of service the rest of the county receives based on needs. For example, for hurricanes and tropical storms JFRD personnel actively go out and conduct windshield assessments and report back to the EOC. We stage Emergency Road Access Teams or ERAT in key places around the county. These teams consist of Public Works, Power Utility, LEA, and trained JFRD chainsaw teams to rapidly clear roadways from debris. This is in addition to life safety and fire responses. JFRD, through its Ground Support Unit or GSU, assists in setting up Points of Distribution or POD's to pass out water and MRE's as needed. The same GSU delivered water, food, and tarps to areas of town impacted by long power outages in the past two hurricanes.

7. Are Special Event staffing costs included in the base cost of the contract? Generally speaking, the promoter pays for any additional Special Events staffing as required by Ordinance 191.113. Any additional rescue and/or fire apparatus responses to emergencies occurring as a result of the event are not billed back to the promoter. For example, the SMG will pay for 42 EMS personnel to manage a Jaguar game. On a typical hot day, we may transport 20-30 individuals from a game. We do not bill SMG for the 20-30 ambulances responding to the game nor the seven units on standby. If a special event such as the Opening of the Beaches or 4th of July would cause an increased footprint, JFRD would use on-duty companies and re-assign those resources to the beaches for surge capacity. This is similar to the Air Show at NAS Jax, 4th of July Downtown, FL-GA Game, and others.

8. What would occur if JFRD identifies a hydrant that does not pass inspection; how would JB be notified? Currently JFRD inputs the inspection into an Excel spreadsheet that if a discrepancy exists such as a missing cap, broke stem, or other issue, the file auto-notifies JEA that same day. How you would like us to notify your utility is up to you. We can modify our file to email you vs. JEA based on the hydrant location.

9. Can an annual (or more frequent) report be provided showing the results of hydrants inspected? Yes. We inspect all hydrants annually and reports can automatically be emailed daily, weekly, monthly, etc. through SQL as requested.

10. Define what JFRD will do for pre-fire planning of businesses; and confirm it will be done bi-annually (every two years)? NFPA 1620 Pre-Incident Planning would be followed. A

fillable PDF form will be created and the crews would have this on their FTP site (File Transfer Protocol) on their Mobile Dispatch Terminals or MDT's. This allows any unit to pull up documents and fill-out information, which in this case is the Pre-Incident Plan template. Once the document is complete, the Officer in Charge hits "send" and our database captures the info for all companies to see in the event they respond to a fire at that location. Jax Bch administration could have access to this information as requested.

11. Can JB receive response times for units E50, E55, E58, and E59? Yes, see attached. However if you want to compare territories similar in size to Jax Bch (Jax bch is 7.3 square miles serviced by two stations, then look at similar territories of that size. Fire District 50 alone is over 16 square miles. For a more similar comparison I also listed FS 1, 2, 5, 12 and 18 which are similar in size to one-half Jax Bch. Attached is our Performance Benchmarks for 2018.

    - What were the average response times (turnout and travel) for each unit in 2018?
    - What was the percentage of calls for which response times were 4 minutes or less for each of these units in 2018?
    - What was the percentage of calls for which the response times were 6 minutes or more for each of these units in 2018?

| APPARATUS | AREA ($mi^2$) | AVG RESPONSE TIME | ≤ 04:00 TIME | ≥ 06:00 TIME |
|---|---|---|---|---|
| ENGINE 1 | 2.55 | 3:35 | 66% | 9% |
| ENGINE 2 | 2.04 | 3:49 | 63% | 8% |
| ENGINE 5 | 2.83 | 4:40 | 38% | 17% |
| ENGINE 18 | 2.96 | 3:49 | 62% | 8% |
| ENGINE 50 | 16.31 | 5:52 | 18% | 45% |
| ENGINE 55 | 6.47 | 4:14 | 46% | 12% |
| ENGINE 58 | 12.21 | 5:46 | 18% | 44% |
| ENGINE 59 | 11.97 | 6:32 | 11% | 53% |
| SQUAD 12 | 3.54 | 4:07 | 53% | 12% |

*Excludes non-emergency runs and excludes outliers, maintaining that 99.73% of values are within normal distribution*

12. Why does the proposed agreement reduce apparatus to one ladder, one engine?
    The negotiated agreement has one 4 person quint / ladder and one 3 person engine. The staffing is in line with other JFRD companies.

**Summary of Questions Regarding Language in the Proposed Agreement**
**(answers provided by JFRD)**

The following questions are related to contract language that is considered to be subjective:

- What is the definition of "best efforts" in Article 2(b)? JFRD will be riding out of the same stations JBFD utilizes today. No decrease in response times is expected assuming units are in quarters. Call transfer times (9-1-1 call received by JBPD will be relayed to JFRD FRCC and the station is alerted in less than 20 seconds. JFRD has committed to limiting the response of Jax Bch companies over the ICW. However, just as units from Mayport, Atlantic Beach, and other areas of town west of the ICW will respond into Jax Bch based on the severity of the call and in accordance with NPFA 1710, the same would be true for Jax Bch units responding into Neptune and Atlantic Beach if the call dictates. This is when we would move transfer companies into Jax Bch for coverage.

- What is the definition of "appropriate coverage" in Exhibit C – 1(c); and what is the minimum equipment and staffing to be provided for each? Depends on the event. A small special event may only require a two person bike team whereas an event like The Donna Marathon may require something substantially larger. For example, this year's Donna had teams from St. Johns Fire Rescue, Jax Bch and JFRD and our staffing still exceeded 22 personnel staffing bike teams, ASAP's (small rescues), and two rescue units. JFRD manages over 1000 special events per year without issue. The definition of appropriate coverage is what the event requires based on a number of factors: event size, number of attendees, weather, etc. as agreed upon by the promoter, City Special Events, and JFRD under Ordinance 191.114. The same consideration would be applied to Jax Bch events.

- What does "agree to assist" mean in Article 4(d); and define how JFRD will assist JB during a natural disaster? Whatever the mission calls for. Search and rescue, swift water rescue / floods, fires, wires down, building collapses, any number of other responses that typically occur during storms, tornados, floods, etc.

- What does "as much as practical" mean in Article 6(b) 1? Jax Bch firefighters will have the first right to stay assigned to Jax Bch fire stations. The ten officers would revert back to the rank of engineer and with only six engineer spots available (3 on the engine & 3 on the ladder), some would have to relocate to other JFRD fire stations. If firefighters or engineers choose to be reassigned to another JFRD station, they have that right under our policies. Otherwise they would be assigned to Jax Bch.

Would COJ be willing to take this language out of the proposed agreement, or consider revising it to clearly define the terms? Yes

# PERFORMANCE **BENCHMARKS**

## WE MOVE FAST IN AN EMERGENCY

EMERGENCY OCCURS → 9-1-1 CALL RECEIVED → APPARATUS DISPATCHED → FIREFIGHTERS RESPOND → FIREFIGHTERS ARRIVE → PATIENT TRANSPORTED → ARRIVAL AT HOSPITAL

| THE CALL BEGINS | 20 SEC | 59 SEC | 4 MIN 12 SEC | 12 MIN 13 SEC | 9 MIN 34 SEC |
|---|---|---|---|---|---|
| | AVERAGE PROCESSING TIME | AVERAGE TURN OUT TIME | AVERAGE TRAVEL TIME | AVERAGE SCENE TIME | AVERAGE TRANSPORT TIME |

## WHEN MINUTES MATTER

**27 MIN 18 SEC**

AVERAGE TIME FROM 9-1-1 CALL RECEIVED TO ARRIVAL AT THE HOSPITAL

## NFPA CALL PROCESSING

TIME FROM 9-1-1 CALL TO DISPATCH

**97%** 9-1-1 CALLS DISPATCHED WITHIN 64 SECONDS

**99%** 9-1-1 CALLS DISPATCHED WITHIN 106 SECONDS

NFPA 1221 requires that 90 percent of emergency call processing be completed within 64 seconds and 95 percent within 106 seconds.

## NFPA TURNOUT TIMES

TIME DISPATCH TO TIME UNIT ENROUTE

**99%** UNIT ENROUTE ON FIRE CALLS WITHIN 80 SECONDS

**65 SECONDS** AVERAGE TURNOUT TIME ON FIRE CALLS

NFPA 1710 requires that turnout time be 80 seconds or less for fire incidents on 90 percent or more of fire incidents calls.

## NFPA TRAVEL TIMES

FOR FIRST ARRIVING UNIT

**55%** FIRE CALLS WITH FIRST UNIT ARRIVING WITHIN 4 MINUTES

**54%** EMS CALLS WITH FIRST UNIT ARRIVING WITHIN 4 MINUTES

NFPA 1710 requires a 4-minute or less travel time for first arriving engine at a fire or first arriving BLS unit at an EMS incident to 90 percent of calls.

## NFPA TRAVEL TIMES

FOR ALL ARRIVING UNITS

**84%** FIRE CALLS WITH ALL UNITS ARRIVING WITHIN 8 MINUTES

**94%** EMS CALLS WITH ALL UNITS ARRIVING WITHIN 8 MINUTES

NFPA 1710 requires a 8-minute or less travel time for all responding apparatus to a fire or EMS incident to 90 percent of calls.

| Jacksonville Beach Fire Station (ALS Engine Company) | |
|---|---|
| | Budget |
| **FRFO011JB JAX BEACH FIRE SERVICES PROJECTED BUDGET** | **$1,467,737.97** |
| SALARIES/BENEFITS (FY 2020 Projection) | $1,130,556.11 |
| 01401 SALARIES OVERTIME | $38,724.69 |
| 01402 FLSA OVERTIME (FIRE) | $12,542.04 |
| 01403 HOLIDAY OVERTIME (FIRE) | $5,130.10 |
| 01503 LEAVE SELLBACK | $54,938.69 |
| 01504 HOLIDAY BUYBACK | $16,379.47 |
| 01516 OUT OF CLASS PAY - PENSIONABLE | $4,541.98 |
| 02305 EMPLOYEE ACCIDENTAL DEATH INSURANCE | $539.45 |
| 02401 WORKERS' COMPENSATION INSURANCE | $31,515.45 |
| 02401A WORKERS' COMPENSATION INS-HH | $41,570.42 |
| 04002 TRAVEL EXPENSE | $592.34 |
| 04213 ISA-FLEET VEHICLE RENTAL | $0.00 |
| 04216 ISA-FLEET REPAIRS/MAINT | $28,121.34 |
| 04217 ISA-FLEET PART/OIL/GAS | $7,063.65 |
| 04223 ISA-COMPUTER SYS MAINT/SECURITY | $22,064.67 |
| 04225 ISA - UTILITIES ALLOCATION | $15,020.05 |
| 04502 GENERAL LIABILITY INSURANCE | $3,389.03 |
| 04504 MISCELLANEOUS INSURANCE | $66.00 |
| 04931 CLOTHING, CLEAN, SHOE/TRANSFER ALLOW | $8,369.56 |
| 05204 CLOTHING, UNIFORMS, & SAFETY EQUIPMENT | $3,554.04 |
| 05207 FIRE HOSE/BUNKER GEAR | $7,404.25 |
| 05215 REPAIR AND MAINTENANCE SUPPLIES | $2,961.70 |
| 05216 OTHER OPERATING SUPPLIES | $19,149.51 |
| 05406 EMPLOYEE TRAINING-FIRE TRAINING SCHOOL | $7,700.42 |
| 3109 PROFESSIONAL SERVICES (Lifescan/PFT) | $0.00 |
| 4209 ISA- RADIO | $2,458.21 |
| 06429 CAPITAL REPLACEMENTS (FFE) | $3,384.80 |

| Jacksonville Beach Fire Station (Rescue Company) | |
|---|---|
| **FRFO011JB JAX BEACH FIRE SERVICES PROJECTED BUDGET** | **$1,040,871.08** |
| SALARIES/BENEFITS (FY 2020 Projection) | $800,758.03 |
| 01401 SALARIES OVERTIME | $24,638.83 |
| 01402 FLSA OVERTIME (FIRE) | $7,979.95 |
| 01403 HOLIDAY OVERTIME (FIRE) | $3,264.06 |
| 01503 LEAVE SELLBACK | $34,955.08 |
| 01504 HOLIDAY BUYBACK | $10,421.54 |
| 01516 OUT OF CLASS PAY - PENSIONABLE | $2,889.86 |
| 02305 EMPLOYEE ACCIDENTAL DEATH INSURANCE | $343.23 |
| 02401 WORKERS' COMPENSATION INSURANCE | $20,051.90 |
| 02401A WORKERS' COMPENSATION INS-HH | $26,449.44 |
| 04002 TRAVEL EXPENSE | $376.88 |
| 04213 ISA-FLEET VEHICLE RENTAL | $0.00 |
| 04216 ISA-FLEET REPAIRS/MAINT | $17,892.38 |
| 04217 ISA-FLEET PART/OIL/GAS | $4,494.29 |
| 04223 ISA-COMPUTER SYS MAINT/SECURITY | $14,038.78 |
| 04225 ISA - UTILITIES ALLOCATION | $9,556.60 |
| 04502 GENERAL LIABILITY INSURANCE | $2,156.29 |
| 04504 MISCELLANEOUS INSURANCE | $42.00 |
| 04931 CLOTHING, CLEAN, SHOE/TRANSFER ALLOW | $5,325.18 |
| 05204 CLOTHING, UNIFORMS, & SAFETY EQUIPMENT | $2,261.28 |
| 05207 FIRE HOSE/BUNKER GEAR | $4,711.00 |
| 05215 REPAIR AND MAINTENANCE SUPPLIES | $1,884.40 |
| 05216 OTHER OPERATING SUPPLIES | $37,762.99 |
| 05406 EMPLOYEE TRAINING-FIRE TRAINING SCHOOL | $4,899.44 |
| 3109 PROFESSIONAL SERVICES (Lifescan/PFT) | $0.00 |
| 4209 ISA- RADIO | $1,564.05 |
| 06429 CAPITAL REPLACEMENTS (FFE) | $2,153.60 |

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Intentionally

May 7, 2019

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

This Interlocal Agreement for Advanced Life Support and Fire Services (the "Agreement") is entered into this _____ day of _____, 20 ____, and effective no sooner than October 1, 2019, by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipal corporation ("Jacksonville Beach"), and the CITY OF JACKSONVILLE, FLORIDA, a consolidated county and municipal government extending territorially through the geographic boundaries of Duval County, Florida ("Jacksonville").

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

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

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

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

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

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

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

DRAFT

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

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

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

(b) Jacksonville agrees to provide the services outlined in Exhibit C.

(c) In the event that Jacksonville Beach voluntarily requests an increase to the level of service, that service shall be provided by Jacksonville within 120 days at a cost to Jacksonville Beach commensurate with Jacksonville's average apparatus Company cost at that time. Any increase in service shall become effective upon the execution of an amendment to this Agreement that specifically details the additional cost and level of service.

**ARTICLE 3. Premises, Personal Property and Equipment.**

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

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

(c) Jacksonville shall maintain a program of self-insurance for General and Automotive Liability losses providing coverage to protect Jacksonville and Jacksonville Beach from claims arising from bodily injury, property damage, operations, premises and fire legal liability. This self-insurance insurance policy shall be subject to the provisions and limitations imposed under Section 768.28, Florida Statutes, which terms are not hereby amended, waived or expanded.

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

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

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

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

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

1. Utilities. Jacksonville shall be responsible for paying the cost of utilities and other services,

provided it is in connection with the Premises, such as water and wastewater service, electrical service, gas service, pest control service, trash removal, and interior cleaning.

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

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

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

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

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

(m) Jacksonville Beach reserves the right to relocate the City of Jacksonville Advanced Life

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

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

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

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

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

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

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

**ARTICLE 4. Responsibilities of Jacksonville.**

(a) Jacksonville shall provide the Services at Jacksonville Beach twenty-four (24) hours a day, seven (7) days a week, in accordance with the requirements of *Exhibit C. Jacksonville Staffing and Service Standards for Jacksonville Beach*. A Fire Liaison to the City Manager of Jacksonville Beach shall also be included. The Fire Liaison shall be a Battalion Chief or higher rank. Jacksonville shall provide monthly reports on the number and type of alarms, response time, and location to the City Manager of Jacksonville Beach. Jacksonville shall maintain daily call logs and provide those logs for review to the City Manager of Jacksonville Beach upon request.

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

(c) Jacksonville shall provide the following auxiliary services for Jacksonville Beach, in accordance with Jacksonville's program policies:

1. Blood pressure checks at the Fire Facilities for the Community
2. Annual fire hydrant inspection of all fire hydrants in the City, in accordance with ISO Guidelines. (Reports to be provided to Jacksonville Beach daily, as performed by JFRD)
3. Tours for school and community organizations
4. CPR and public safety seminars to Jacksonville Beach employees at no additional cost to Jacksonville Beach.
5. Annual smoke detector program and other auxiliary services mutually agreed to by the Jacksonville Fire Department and City Manager
6. Biannual Pre-fire planning of businesses, in accordance with NFPA 1620.

(d) Jacksonville agrees to assist Jacksonville Beach during non-fire emergencies and natural disasters. Jacksonville Beach will receive the same level of service as the rest of Duval County, based upon needs. Jacksonville shall provide Fire Department personnel at the Jacksonville Beach Emergency Operations Center during any event that requires evacuation or deployment of emergency preparation and response efforts. Those positions may include, but not be limited to, Planners, Logistics, Operations, and/or Finance, as requested by Jacksonville Beach.

(e) Special Events sponsored by Jacksonville Beach that result in an increased preparatory response by JFRD shall be provided at no additional cost to Jacksonville Beach.

(f) Jacksonville shall provide full casualty, liability, personal property and workers compensation insurance for its operations in Jacksonville Beach and agrees to defend Jacksonville

Beach in all suits arising out of Services being delivered to Jacksonville Beach by Jacksonville.

**ARTICLE 5. Responsibilities of Jacksonville Beach**

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

Source: United States Department of Labor, Bureau of Labor Statistics
Series ID: CUUR0300SA0, CUUS0300SA0
Not seasonally Adjusted
Series Title: All Urban Consumers
Area: South
Item: All Items

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

(a) Jacksonville Beach shall pay on a monthly basis one-twelfth of the annual fee as outlined in (a) above. Payment of such amount shall be made by Jacksonville Beach to Jacksonville no later than thirty (30) days after receipt of a billing invoice from Jacksonville.

(b) Jacksonville Beach shall provide fire-related Plans Examiner services, including plan reviews, high-hazard building inspections, and safety inspections

**ARTICLE 6. Personnel.**

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

(b) Jacksonville shall be responsible for the provision of all personnel, including recruitment, assignment, hiring, training, payroll, benefits, etc., necessary for provision of services under this

Agreement; provided, however, that current employees of the Jacksonville Beach Fire Department shall be offered employment by the Jacksonville Fire and Rescue Department pursuant to the requirements in *Exhibit C.*

1. To ensure continuity of operations, personnel employed with Jacksonville Beach on the effective date of this agreement shall have the first right of assignment at the Jacksonville Beach Fire Stations, according to seniority. Provided, further, that said employees meet Jacksonville's current standards for employment as firefighters or are given a reasonable opportunity to meet such standards. Once said employees are hired by Jacksonville, Jacksonville shall have sole discretion regarding their work assignments. A list of Jacksonville Beach employees is attached hereto as *Exhibit E*. Jacksonville Beach agrees to provide personnel records of said employees to Jacksonville within thirty (30) days of the date of this agreement.
2. The City Manager of Jacksonville Beach may request, in writing, that any personnel stationed in Jacksonville Beach be transferred to another station. Such transfer shall be executed within thirty (30) days after mutual agreement by the parties. Nothing herein shall constrain Jacksonville from making disciplinary or remedial transfers.

**ARTICLE 7. Retirement.**

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

(b) Jacksonville Beach Firefighters who elect to join the City of Jacksonville defined contribution retirement plan shall receive a refund of their accumulated member contributions (with interest) from the Jacksonville Beach Firefighters' Retirement Plan, or may roll over such

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

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

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

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

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

(g) The City of Jacksonville shall deduct from the wages paid to the Jacksonville Beach Firefighters the legally required employee contributions for the Jacksonville Beach Firefighters' Retirement Plan, and provide a full and accurate accounting of such employee contributions made during each plan year to the City of Jacksonville Beach on or before October 15 each year. The Jacksonville Beach plan actuary shall prepare a "true-up" report in conjunction with each annual actuarial valuation report measuring the actual employee contributions made by the

Jacksonville Beach Firefighters during the prior plan year, compared to the estimated employee contributions paid in advance by the City of Jacksonville, and adjust the estimated employee contributions to be paid by the City of Jacksonville in the next plan year accordingly. The City of Jacksonville shall also deduct the legally required employee Social Security contributions for Jacksonville Beach Firefighters, and make the legally required employer Social Security contributions for Jacksonville Beach Firefighters in accordance with federal law.

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

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

**ARTICLE 8. Indemnification.**

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

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

(c) It is expressly agreed that the City of Jacksonville shall neither indemnify, defend, nor hold

the City of Jacksonville Beach harmless for events, occurrences or conditions that took place prior to the Effective Date of this Agreement or assume any liability or responsibility for the same.

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

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

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

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

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

**CITY OF JACKSONVILLE BEACH, FLORIDA:**
City Manager, City of Jacksonville Beach
11 North 3rd Street
Jacksonville Beach, FL 32250

**CITY OF JACKSONVILLE, FLORIDA:**
Fire Chief, City of Jacksonville
515 N. Julia Street
Jacksonville, Florida 32202

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

**ARTICLE 14. Term.** The term of this Agreement shall be from its effective date and continuing for a period of twenty (20) years unless terminated earlier by the parties in accordance with this paragraph. If either party should desire to terminate this contract prior to the expiration of the twenty (20) year term, such party may do so by providing a minimum two (2) year notice to the other party. Such notice must be in writing to the City Manager of Jacksonville Beach or the Mayor of Jacksonville.

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

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

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

(c) The City of Jacksonville shall not remove or demolish, in whole or in part, any improvements placed upon the Jacksonville Beach Stations or equipment without the prior

written consent of the City of Jacksonville Beach, which may, at its discretion, condition such consent upon the obligation of the City of Jacksonville to replace the same by an improvement specified in such consent.

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

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

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

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

**ARTICLE 18. Entire Agreement.**

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

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

**CITY OF JACKSONVILLE BEACH**

Attest:_____ By:_____
City Clerk Mayor

By:_____
City Manager

**CITY OF JACKSONVILLE**

Attest:_____ By:_____

By:_____

DRAFT

May 7, 2019

EXHIBIT A
FIRE EQUIPMENT AND APPARATUS

**Engine 13**

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

1250 GPM Single Stage Waterous Pump.

500 Gallon Water Tank Capacity.

Westerbeke 7.6kw Diesel Generator System.

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

34,400 lb. Gross Vehicle Weight.

**HOSE**

1000 ft 5" LDH.

300 ft 2-1/2" Dead Load

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

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

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

1-100 ft 1" Hose reel w/Nozzle

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

**LADDERS**

1-30 ft Extension Ladder

1-14 ft Roof Ladder

1-10 ft Folding Attic Ladder

**ANCILLARY EQUIPMENT**

| | | |
|---|---|---|
| 1-Thermal Imaging Camera | 1-Air Bag Kit | 1-SAR Pack |
| 1-Zoll Defibrillator and AED | 1-K12 Saw | 1-Chainsaw |
| 1-Gas Powered PPV Fan | 1-Electric PPV Fan | 3-Setcom Head Sets |
| 1-800 mhz Motorola Mobile Radio | 1-6" Piston Valve | 2-Ballistic Vests |

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

DRAFT

EXHIBIT A
FIRE EQUIPMENT AND APPARATUS

**Quint 11**

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

1500 GPM Single Stage Waterous Pump.

500 Gallon Water Tank Capacity.

Smart Power 10kw Hydraulic Generator.

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

51,300 Gross Vehicle Weight.

**HOSE**

1000 ft 5" LDH

300 ft 2-1/2" Dead Load

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

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

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

**GROUND LADDERS**

2-24 ft Extension Ladders

1-16 ft Roof Ladder

1-10 ft Folding Attic Ladder

1-15 ft Little Giant

**ANCILLARY EQUIPMENT**

| | |
|---|---|
| 4-Setcom Headsets | 1-Thermal Imaging Camera |
| 1-Zoll Defibrillator and AED | 1-Trauma Bag and Cardiac Box |
| 1-Chainsaw | 1-K12 Cutquick Saw |
| 1-Electric PPV Fan | 1-SuperVac Fan |
| 1-Stokes Basket | 1-800 mhz Motorola Mobile Radio |
| 2-6" Piston Valves | 2-Ballistic Vests |

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

DRAFT

May 7, 2019

EXHIBIT A
FIRE EQUIPMENT AND APPARATUS

**Engine 22**

2018/19 Rosenbauer Commander Rescue Pumper VIN# 54F2AA605JWM12256

1250 GPM Single Stage Waterous Pump

500 Gallon Water Tank

42,000 lb. Gross Vehicle Weight

**HOSE**

1000 ft 5" LDH

300 ft 2-1/2" Dead Load

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

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

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

1-100 ft 1" Hose Reel w/Nozzle

**LADDERS**

1-24 ft Extension Ladder

1-14 ft Roof Ladder

1-Folding Ladder

**ANCILLARY EQUIPMENT**

| | | |
|---|---|---|
| 1-Thermal Imaging Camera | 1-Zoll Defibrillator and AED | 3-Setcom Headsets |
| 1-Chainsaw | 1-6" Piston Valve | 1-Electric PPV Fan |

2-Ballistic Vests

Technical Rescue Equipment: 1-300 ft Rappel Rope, 1-300 ft Belay Rope, 3-Harnesses, 1-Rescue 4 to 1 Haul System, 1-SAR Pack.

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

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

1-6X12 Tandem Axle Trailer

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

DRAFT

May 7, 2019

EXHIBIT B
PERSONAL PROPERTY OWNED BY JACKSONVILLE BEACH

**STATION 1**

Upstairs Kitchen/Living Area:

1-Refrigerator; 1-Six Burner Gas Range/Oven; 1-Dishwasher; 1-Disposal;

1-Microwave Oven; 1-55 inch TV; Large (10X4) Table and Chairs; 6-Recliners

Upstairs Bunkroom:

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

Downstairs West:

SCBA Compressor and 2 bottle fill station/6 Cascade Bottles; 1-Station Air Compressor;

1-Ice Machine; 2-treadmills; Misc. dumbbells, free weights, and racks;

1-Washing Machine/1-Dryer; 1-Smoke Machine;1-Double Stainless Steel Wash Sink;

1-3 Tier Hose Rack w/2 sections of 5" hose, 2 sections of 2-1/2", and 15 sections of 1-3/4"

**STATION 2:**

Kitchen/Living Area:

1-Refrigerator; 1-4 Burner Electric Stove/Oven; 1-Microwave Oven;

1-Dishwasher; 3-Large Food Cabinets; 1-Large (8X3) Table w/Chairs;

1-40 inch TV; 4-Recliners

Bunkroom Area:

5-Beds; 14-Lockers; 5-Nightstands

Workout Room:

1-Stair Climber; 1-Elliptical Machine

Bay Area:

1-Station Air Compressor; 1-Washer, 1-Dryer; 1-Stainless Steel Wash Sink;

1-2 Tier Hose Rack w/1 Section of 5" LDH and 2 Sections of 1-3/4" hose

DRAFT

May 7, 2019

EXHIBIT C
FIREFIGHTER STAFFING

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

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

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

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

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

(d) Jacksonville agrees to maintain one spare engine in Jacksonville Beach and one frontline engine in Jacksonville Beach at all times.

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

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

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

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

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

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EXHIBIT C
FIREFIGHTER STAFFING

4. ***Seniority***
(a) Time in Grade

1. JBFD Officers will qualify for seniority credit pursuant to Article 13 as follows:

    - JBFD Lieutenants will receive one year of seniority as a JFRD Engineer for each year of service as a JBFD Lieutenant;

    - JBFD Captains will receive one year of seniority as a JFRD Engineer for each year of service as a JBFD Captain, and one year of seniority as a JFRD Engineer for each year of service as a JBFD Lieutenant.

2. JBFD officers will qualify for continuous service time per Article 13.3 A.

(b) Continuous Service Time

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

5. ***Personal and Holiday Leave***
(a) JBFD personnel will be compensated for unused accrued leave as follows:

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

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

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

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

EXHIBIT C
FIREFIGHTER STAFFING

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

6. ***Salaries and Benefits***

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

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

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

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

DRAFT

EXHIBIT D
SAFETY AND INSPECTION OF BUSINESSES

1. *Annual Fire Safety Inspections for Existing Businesses*

(a) The City of Jacksonville Beach currently intends to provide fire safety inspections as required and/or authorized by the Florida Fire Prevention Code and Insurance Standards Office (ISO) to all non-residential buildings within its jurisdictional limits on an annual basis. The City of Jacksonville Beach currently intends to provide such inspections using its own employees.

(b) At the option of the City of Jacksonville Beach, the Jacksonville Fire & Rescue Department, Fire Prevention Division ("JFRD") may conduct fire safety inspections on behalf of the City of Jacksonville Beach.

(c) Exercise of this option will require a thirty (30) day written notice to JFRD. Such services, if this option is exercised, will be provided in accordance with the terms set forth below:

1. Fees for fire safety inspection services will be calculated using the same rates and methodology applicable to commercial properties as set forth in COJ Ordinance § 420.104(c), along with an additional 15% fee to reimburse the City of Jacksonville's entire cost of providing these services.

2. All fees for these services will be billed to the City of Jacksonville Beach on a monthly basis unless otherwise specified below.
    a. At the option of the City of Jacksonville Beach, it may authorize JFRD to directly bill and collect these fire safety inspection fees from the respective property owners, on behalf of the City of Jacksonville Beach. JFRD will make the same reasonable efforts to collect the fire safety inspection fees as it does in areas outside of the Second Urban Services District. If JFRD is unable to collect the fees within six months of their billing, the City of Jacksonville Beach will reimburse the JFRD for such unpaid fees. In that event, the JFRD will continue to attempt to collect such fees for a reasonable period of time (not to exceed 1 year) and will provide a credit to the City of Jacksonville Beach for any fees collected after reimbursement by the City of Jacksonville Beach has been made.
    b. Exercise of this option will require a sixty (60) day written notice to the JFRD.

3. Either party may terminate these fire safety inspection services by the JFRD by providing a thirty (30) day written notice of termination.

2. *Fire Plans Review*

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

EXHIBIT D
SAFETY AND INSPECTION OF BUSINESSES

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

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

2. Plans review requests can be made, in writing, by Jacksonville Beach City Manager or Fire Marshal to the JFRD Division Chief of Fire Prevention.
3. Either party may terminate these Fire Plans Review services by the JFPRO by providing a thirty (30) day written notice of termination.

3. *Fire Investigations*

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

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

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

May 7, 2019

EXHIBIT E

JACKSONVILLE BEACH FIRE DEPARTMENT PERSONNEL

Date Last Updated 5/7/2019

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

DRAFT

EXHIBIT F

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

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

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

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

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

11 North Third Street
Jacksonville Beach, Florida 32250

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

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

EXHIBIT F

# Fiscal Year End September 30, 2017 Summary

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

| Contributions for | Percents of Active Member Payroll |
|---|---|
| Normal Cost | 6.40% |
| Expenses | 3.59 |
| Unfunded Actuarial Accrued Liabilities | 15.77 |
| Total | 25.76 |

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

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

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

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

Board of Trustees

EXHIBIT F

# Summary of Benefit Provisions
# (as of October 1, 2017)

**NORMAL RETIREMENT** (NO REDUCTION FACTOR FOR AGE):

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

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

***Mandatory Retirement Age*** - None.

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

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

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

**EARLY RETIREMENT:**

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

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

***3.0% per year reduction prior to Normal Retirement***

**DEFERRED RETIREMENT** (VESTED BENEFIT):

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

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

# Summary of Benefit Provisions (Continued)

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

**DUTY DISABILITY RETIREMENT:**

***Eligibility*** - No age or service requirements.

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

**NON-DUTY DISABILITY RETIREMENT:**

***Eligibility*** - 10 or more years of service.

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

**DUTY DEATH BEFORE RETIREMENT:**

***Eligibility*** - No age or service requirements.

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

**NON-DUTY DEATH BEFORE RETIREMENT:**

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

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

**MEMBER CONTRIBUTIONS:** 7.95% of pay.

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

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

EXHIBIT F

# Summary of Benefit Provisions (Concluded)

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

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

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

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

**BACKWARDS DEFERRED RETIREMENT OPTION PROGRAM (BACKDROP):**

> ***Eligibility*** - Same as normal retirement. Member must not be participating in the DROP on July 21, 2014 and must continue employment beyond the normal retirement date. The member may elect a BackDROP period for the number of months worked beyond their normal retirement date, up to a maximum of 36 months.
>
> ***Amount of Pension*** - Computed as if the member had chosen to terminate on a day chosen by the member but not before the member's normal retirement date, using credited service and final average salary at the BackDROP date. In addition to the pension, there will be a lump sum payment equal to the pension benefits the member would have received had he/she retired on the BackDROP date with interest at the rate of 3.0% per year.

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

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

EXHIBIT F

# Accounting Information Submitted for Valuation

## Revenues and Expenditures

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

## Summary of Assets (Market Value)

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

# EXHIBIT G

**CITY OF JACKSONVILLE PUBLIC SAFETY DEFINED CONTRIBUTION PLAN**

**SUMMARY OF PLAN PROVISIONS**

October 8, 2018

# EXHIBIT G

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## CITY OF JACKSONVILLE PUBLIC SAFETY DEFINED CONTRIBUTION PLAN

## SUMMARY OF PLAN PROVISIONS

## INTRODUCTION TO YOUR PLAN

**What kind of Plan is this?**

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

**What information does this Summary provide?**

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

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

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

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

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

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

## ARTICLE I
## PARTICIPATION IN THE PLAN

**How do I participate in the Plan?**

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

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

- all employees except Certified Public Safety Officers

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

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

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

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

# EXHIBIT G

## ARTICLE II
## EMPLOYEE CONTRIBUTIONS

**What are after-tax voluntary contributions?**

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

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

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

**What are mandatory employee contributions?**

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

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

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

## ARTICLE III
## EMPLOYER CONTRIBUTIONS

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

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

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

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

**What are forfeitures and how are they allocated?**

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

**Allocation of forfeitures.** Forfeitures will be allocated as follows:

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

## ARTICLE IV
## COMPENSATION AND ACCOUNT BALANCE

**What compensation is used to determine my Plan benefits?**

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

# EXHIBIT G

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

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

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

- compensation paid after you terminate employment will be excluded.

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

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

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

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

**How is the money in the Plan invested?**

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

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

**Will Plan expenses be deducted from my account balance?**

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

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

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

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

## ARTICLE V
## VESTING

**What is my vested interest in my account?**

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

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

- mandatory employee contributions
- after-tax voluntary contributions

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

# EXHIBIT G

**Employer Contributions**

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

Vesting Schedule
Nonelective Contributions

| Periods of Service | Percentage |
|---|---|
| 0-6 Months | 0% |
| 6 months | 25% |
| 1 Year | 50% |
| 2 Years | 75% |
| 3 Years | 100% |

**How is my service determined for vesting purposes?**

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

**What service is counted for vesting purposes?**

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

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

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

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

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

(a) of the distribution of your vested account balance, or

(b) when you incur five consecutive 1-year Breaks in Service.

## ARTICLE VI
## DISTRIBUTIONS PRIOR TO TERMINATION

**Can I withdraw money from my account while working?**

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

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

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

- voluntary employee contribution accounts (distributions may be made at any time)

- As to Mandatory Employee, After-tax Employee and Employer Contributions, retired or separated from service participants who are re-employed as part-time employees, are non-pension eligible and have reached Normal Retirement Age.

# EXHIBIT G

## ARTICLE VII
## BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

**When can I get money out of the Plan?**

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

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

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

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

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

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

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

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

**What happens if I terminate employment at Normal Retirement Date?**

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

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

**What happens if I terminate employment due to disability?**

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

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

**How will my benefits be paid to me?**

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

# EXHIBIT G

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

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

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

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

## ARTICLE VIII
## BENEFITS AND DISTRIBUTIONS UPON DEATH

**What happens if I die while working for the Employer?**

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

**Who is the beneficiary of my death benefit?**

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

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

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

(a) your surviving spouse

(b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)

(c) your surviving parents, in equal shares

(d) your estate

**How will the death benefit be paid to my beneficiary?**

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

**When must the last payment be made to my beneficiary?**

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

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

# EXHIBIT G

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

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

## ARTICLE IX
## TAX TREATMENT OF DISTRIBUTIONS

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

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

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

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

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

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

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

## ARTICLE X
## PROTECTED BENEFITS AND CLAIMS PROCEDURES

**Are my benefits protected?**

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

**Are there any exceptions to the general rule?**

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

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

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

**Can the Plan be amended?**

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

**What happens if the Plan is discontinued or terminated?**

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

**How do I submit a claim for Plan benefits?**

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

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

**What if my benefits are denied?**

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

## ARTICLE XI
## GENERAL INFORMATION ABOUT THE PLAN

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

**Plan Name**

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

**Plan Effective Dates**

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

**Other Plan Information**

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

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

**Employer Information**

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

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

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

**Administrator Information**

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

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

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

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

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

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Intentionally

JACKSONVILLE BEACH

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904 247.6274

www.jacksonvillebeach.org

OFFICE OF THE CITY MANAGER

MEMORANDUM

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

**ACTION REQUESTED:**

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

**BACKGROUND:**

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

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

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

**RECOMMENDATION:**

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

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

OR

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

Attachments:

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

JACKSONVILLE BEACH

City of
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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor and City Council

FROM: Michael Staffopoulos, City Manager

SUBJECT: Fire Services Agreement

DATE: March 25, 2019

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

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

The goals of this Briefing are:

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

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

**Agreement Highlights**

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

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

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

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

*Level of Service (LOS)*

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

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

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

*Ancillary Services*

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

*JBFD Personnel*

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

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

**Factors and Impacts**

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

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

*Fiscal Impact*

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

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

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

*Community Impact*

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

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

*Organizational Impact*

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

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

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

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

**Summary**

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

Staff seeks direction on the following questions:

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

  If yes, then:

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

Attachments:

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

March 15, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 3. Premises, Personal Property and Equipment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

service as defined in Exhibit C.

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

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

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

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

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

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

**ARTICLE 4. Responsibilities of Jacksonville.**

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

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

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

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

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

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

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

**ARTICLE 5. Responsibilities of Jacksonville Beach**

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

Source: United States Department of Labor, Bureau of Labor Statistics
Series ID: CUUR0300SA0, CUUS0300SA0
Not seasonally Adjusted
Series Title: All Urban Consumers
Area: South
Item: All Items

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

(a) Jacksonville Beach shall pay on a monthly basis one-twelfth of the annual fee as outlined in (a) above. Payment of such amount shall be made by Jacksonville Beach to Jacksonville no later than thirty (30) days after receipt of a billing invoice from Jacksonville.

(b) Jacksonville Beach shall provide fire-related Plans Examiner services, including plan reviews, high-hazard building inspections, and safety inspections

**ARTICLE 6. Personnel.**

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

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

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

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

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

**ARTICLE 7. Retirement.**

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

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

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

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

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

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

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

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

except as otherwise provided in this Article.

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

**ARTICLE 8. Indemnification.**

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

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

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

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

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

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

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

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

**CITY OF JACKSONVILLE BEACH, FLORIDA:**
City Manager, City of Jacksonville Beach
11 North 3rd Street
Jacksonville Beach, FL 32250

**CITY OF JACKSONVILLE, FLORIDA:**
Fire Chief, City of Jacksonville
515 N. Julia Street
Jacksonville, Florida 32202

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 18. Entire Agreement.**

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

DRAFT

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

**CITY OF JACKSONVILLE BEACH**

Attest:_____ By:_____
City Clerk Mayor

By:_____
City Manager

**CITY OF JACKSONVILLE**

Attest:_____ By:_____

By:_____

DRAFT

March 15, 2019

EXHIBIT A
FIRE EQUIPMENT AND APPARATUS

**Engine 13**

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

1250 GPM Single Stage Waterous Pump.

500 Gallon Water Tank Capacity.

Westerbeke 7.6kw Diesel Generator System.

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

34,400 lb Gross Vehicle Weight.

**HOSE**

1000 ft 5" LDH.

300 ft 2-1/2" Dead Load

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

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

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

1-100 ft 1" Hosereel w/Nozzle

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

**LADDERS**

1-30 ft Extension Ladder

1-14 ft Roof Ladder

1-10 ft Folding Attic Ladder

**ANCILLARY EQUIPMENT**

| | | |
|---|---|---|
| 1-Thermal Imaging Camera | 1-Air Bag Kit | 1-SAR Pack |
| 1-Zoll Defibrillator and AED | 1-K12 Saw | 1-Chainsaw |
| 1-Gas Powered PPV Fan | 1-Electric PPV Fan | 3-Setcom Head Sets |
| 1-800 mhz Motorola Mobile Radio | 1-6" Piston Valve | 2-Ballistic Vests |

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

DRAFT

March 15, 2019

EXHIBIT A
FIRE EQUIPMENT AND APPARATUS

**Quint 11**

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

1500 GPM Single Stage Waterous Pump.

500 Gallon Water Tank Capacity.

Smart Power 10kw Hydraulic Generator.

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

51,300 Gross Vehicle Weight.

**HOSE**

1000 ft 5" LDH

300 ft 2-1/2" Dead Load

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

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

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

**GROUND LADDERS**

2-24 ft Extension Ladders

1-16 ft Roof Ladder

1-10 ft Folding Attic Ladder

1-15 ft Little Giant

**ANCILLARY EQUIPMENT**

| | |
|---|---|
| 4-Setcom Headsets | 1-Thermal Imaging Camera |
| 1-Zoll Defibrillator and AED | 1-Trauma Bag and Cardiac Box |
| 1-Chainsaw | 1-K12 Cutquick Saw |
| 1-Electric PPV Fan | 1-SuperVac Fan |
| 1-Stokes Basket | 1-800 mhz Motorola Mobile Radio |
| 2-6" Piston Valves | 2-Ballistic Vests |

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

DRAFT

March 15, 2019

EXHIBIT A
FIRE EQUIPMENT AND APPARATUS

**Engine 22**

2018/19 Rosenbauer Commander Rescue Pumper VIN# 54F2AA605JWM12256

1250 GPM Single Stage Waterous Pump

500 Gallon Water Tank

42,000 lb. Gross Vehicle Weight

**HOSE**

1000 ft 5" LDH

300 ft 2-1/2" Dead Load

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

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

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

1-100 ft 1" Hose Reel w/Nozzle

**LADDERS**

1-24 ft Extension Ladder

1-14 ft Roof Ladder

1-Folding Ladder

**ANCILLARY EQUIPMENT**

| | | |
|---|---|---|
| 1-Thermal Imaging Camera | 1-Zoll Defibrillator and AED | 3-Setcom Headsets |
| 1-Chainsaw | 1-6" Piston Valve | 1-Electric PPV Fan |

2-Ballistic Vests

Technical Rescue Equipment: 1-300 ft Rappel Rope, 1-300 ft Belay Rope, 3-Harnesses, 1-Rescue 4 to 1 Haul System, 1-SAR Pack.

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

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

1-6X12 Tandem Axle Trailer

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

DRAFT

March 15, 2019

EXHIBIT B
PERSONAL PROPERTY OWNED BY JACKSONVILLE BEACH

**STATION 1**

Upstairs Kitchen/Living Area:

1-Refrigerator; 1-Six Burner Gas Range/Oven; 1-Dishwasher; 1-Disposal;

1-Microwave Oven; 1-55 inch TV; Large (10X4) Table and Chairs; 6-Recliners

Upstairs Bunkroom:

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

Downstairs West:

SCBA Compressor and 2 bottle fill station/6 Cascade Bottles; 1-Station Air Compressor;

1-Ice Machine; 2-treadmills; Misc dumbells, free weights, and racks;

1-Washing Machine/1-Dryer; 1-Smoke Machine;1-Double Stainless Steel Wash Sink;

1-3 Tier Hose Rack w/2 sections of 5" hose, 2 sections of 2-1/2", and 15 sections of 1-3/4"

**STATION 2:**

Kitchen/Living Area:

1-Refrigerator; 1-4 Burner Electric Stove/Oven; 1-Microwave Oven;

1-Dishwasher; 3-Large Food Cabinets; 1-Large (8X3) Table w/Chairs;

1-40 inch TV; 4-Recliners

Bunkroom Area:

5-Beds; 14-Lockers; 5-Nightstands

Workout Room:

1-Stair Climber; 1-Elliptical Machine

Bay Area:

1-Station Air Compressor; 1-Washer, 1-Dryer; 1-Stainless Steel Wash Sink;

1-2 Tier Hose Rack w/1 Section of 5" LDH and 2 Sections of 1-3/4" hose

DRAFT

March 15, 2019

EXHIBIT C
FIREFIGHTER STAFFING

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

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

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

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

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

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

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

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

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

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

DRAFT

EXHIBIT C
FIREFIGHTER STAFFING

4. ***Seniority***
(a) Time in Grade

1. JBFD Officers will qualify for seniority credit pursuant to Article 13 as follows:

    - JBFD Lieutenants will receive one year of seniority as a JFRD Engineer for each year of service as a JBFD Lieutenant;

    - JBFD Captains will receive one year of seniority as a JFRD Engineer for each year of service as a JBFD Captain, and one year of seniority as a JFRD Engineer for each year of service as a JBFD Lieutenant.

2. JBFD officers will qualify for continuous service time per Article 13.3 A.

(b) Continuous Service Time

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

5. ***Personal and Holiday Leave***
(a) JBFD personnel will be compensated for unused accrued leave as follows:

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

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

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

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

EXHIBIT C
FIREFIGHTER STAFFING

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

6. ***Salaries and Benefits***

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

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

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

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

DRAFT

March 15, 2019

EXHIBIT D
SAFETY AND INSPECTION OF BUSINESSES

1. *Annual Fire Safety Inspections for Existing Businesses*

(a) The City of Jacksonville Beach currently intends to provide fire safety inspections as required and/or authorized by the Florida Fire Prevention Code and Insurance Standards Office (ISO) to all non-residential buildings within its jurisdictional limits on an annual basis. The City of Jacksonville Beach currently intends to provide such inspections using its own employees.

(b) At the option of the City of Jacksonville Beach, the Jacksonville Fire & Rescue Department, Fire Prevention Division ("JFRD") may conduct fire safety inspections on behalf of the City of Jacksonville Beach.

(c) Exercise of this option will require a thirty (30) day written notice to JFRD. Such services, if this option is exercised, will be provided in accordance with the terms set forth below:

1. Fees for fire safety inspection services will be calculated using the same rates and methodology applicable to commercial properties as set forth in COJ Ordinance § 420.104(c), along with an additional 15% fee to reimburse the City of Jacksonville's entire cost of providing these services.

2. All fees for these services will be billed to the City of Jacksonville Beach on a monthly basis unless otherwise specified below.
    a. At the option of the City of Jacksonville Beach, it may authorize JFRD to directly bill and collect these fire safety inspection fees from the respective property owners, on behalf of the City of Jacksonville Beach. JFRD will make the same reasonable efforts to collect the fire safety inspection fees as it does in areas outside of the Second Urban Services District. If JFRD is unable to collect the fees within six months of their billing, the City of Jacksonville Beach will reimburse the JFRD for such unpaid fees. In that event, the JFRD will continue to attempt to collect such fees for a reasonable period of time (not to exceed 1 year) and will provide a credit to the City of Jacksonville Beach for any fees collected after reimbursement by the City of Jacksonville Beach has been made.
    b. Exercise of this option will require a sixty (60) day written notice to the JFRD.

3. Either party may terminate these fire safety inspection services by the JFRD by providing a thirty (30) day written notice of termination.

2. *Fire Plans Review*

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

EXHIBIT D
SAFETY AND INSPECTION OF BUSINESSES

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

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

2. Plans review requests can be made, in writing, by Jacksonville Beach City Manager or Fire Marshal to the JFRD Division Chief of Fire Prevention.
3. Either party may terminate these Fire Plans Review services by the JFPRO by providing a thirty (30) day written notice of termination.

3. *Fire Investigations*

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

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

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

EXHIBIT E

JACKSONVILLE BEACH FIRE DEPARTMENT PERSONNEL

Date Last Updated 2/7/2019

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

EXHIBIT F

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

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

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

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

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

11 North Third Street
Jacksonville Beach, Florida 32250

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

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

EXHIBIT F

# Fiscal Year End September 30, 2017 Summary

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

| Contributions for | Percents of Active Member Payroll |
|---|---|
| Normal Cost | 6.40% |
| Expenses | 3.59 |
| Unfunded Actuarial Accrued Liabilities | 15.77 |
| Total | 25.76 |

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

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

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

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

Board of Trustees

EXHIBIT F

# Summary of Benefit Provisions
# (as of October 1, 2017)

**NORMAL RETIREMENT** (NO REDUCTION FACTOR FOR AGE):

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

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

***Mandatory Retirement Age*** - None.

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

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

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

**EARLY RETIREMENT:**

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

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

***3.0% per year reduction prior to Normal Retirement***

**DEFERRED RETIREMENT** (VESTED BENEFIT):

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

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

# Summary of Benefit Provisions (Continued)

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

**DUTY DISABILITY RETIREMENT:**

***Eligibility*** - No age or service requirements.

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

**NON-DUTY DISABILITY RETIREMENT:**

***Eligibility*** - 10 or more years of service.

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

**DUTY DEATH BEFORE RETIREMENT:**

***Eligibility*** - No age or service requirements.

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

**NON-DUTY DEATH BEFORE RETIREMENT:**

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

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

**MEMBER CONTRIBUTIONS:** 7.95% of pay.

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

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

EXHIBIT F

# Summary of Benefit Provisions (Concluded)

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

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

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

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

**BACKWARDS DEFERRED RETIREMENT OPTION PROGRAM (BACKDROP):**

> ***Eligibility*** - Same as normal retirement. Member must not be participating in the DROP on July 21, 2014 and must continue employment beyond the normal retirement date. The member may elect a BackDROP period for the number of months worked beyond their normal retirement date, up to a maximum of 36 months.
>
> ***Amount of Pension*** - Computed as if the member had chosen to terminate on a day chosen by the member but not before the member's normal retirement date, using credited service and final average salary at the BackDROP date. In addition to the pension, there will be a lump sum payment equal to the pension benefits the member would have received had he/she retired on the BackDROP date with interest at the rate of 3.0% per year.

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

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

EXHIBIT F

# Accounting Information Submitted for Valuation

## Revenues and Expenditures

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

## Summary of Assets (Market Value)

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

# EXHIBIT G

## CITY OF JACKSONVILLE PUBLIC SAFETY DEFINED CONTRIBUTION PLAN

## SUMMARY OF PLAN PROVISIONS

October 8, 2018

EXHIBIT G

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# EXHIBIT G

## CITY OF JACKSONVILLE PUBLIC SAFETY DEFINED CONTRIBUTION PLAN

## SUMMARY OF PLAN PROVISIONS

## INTRODUCTION TO YOUR PLAN

**What kind of Plan is this?**

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

**What information does this Summary provide?**

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

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

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

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

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

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

## ARTICLE I
## PARTICIPATION IN THE PLAN

**How do I participate in the Plan?**

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

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

- all employees except Certified Public Safety Officers

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

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

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

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

# EXHIBIT G

## ARTICLE II
## EMPLOYEE CONTRIBUTIONS

**What are after-tax voluntary contributions?**

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

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

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

**What are mandatory employee contributions?**

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

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

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

## ARTICLE III
## EMPLOYER CONTRIBUTIONS

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

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

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

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

**What are forfeitures and how are they allocated?**

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

**Allocation of forfeitures.** Forfeitures will be allocated as follows:

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

## ARTICLE IV
## COMPENSATION AND ACCOUNT BALANCE

**What compensation is used to determine my Plan benefits?**

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

# EXHIBIT G

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

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

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

- compensation paid after you terminate employment will be excluded.

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

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

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

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

**How is the money in the Plan invested?**

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

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

**Will Plan expenses be deducted from my account balance?**

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

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

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

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

## ARTICLE V
## VESTING

**What is my vested interest in my account?**

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

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

- mandatory employee contributions
- after-tax voluntary contributions

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

# EXHIBIT G

**Employer Contributions**

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

Vesting Schedule
Nonelective Contributions

| Periods of Service | Percentage |
|---|---|
| 0-6 Months | 0% |
| 6 months | 25% |
| 1 Year | 50% |
| 2 Years | 75% |
| 3 Years | 100% |

**How is my service determined for vesting purposes?**

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

**What service is counted for vesting purposes?**

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

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

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

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

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

(a) of the distribution of your vested account balance, or

(b) when you incur five consecutive 1-year Breaks in Service.

## ARTICLE VI
## DISTRIBUTIONS PRIOR TO TERMINATION

**Can I withdraw money from my account while working?**

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

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

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

- voluntary employee contribution accounts (distributions may be made at any time)

- As to Mandatory Employee, After-tax Employee and Employer Contributions, retired or separated from service participants who are re-employed as part-time employees, are non-pension eligible and have reached Normal Retirement Age.

# EXHIBIT G

## ARTICLE VII
## BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

**When can I get money out of the Plan?**

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

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

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

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

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

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

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

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

**What happens if I terminate employment at Normal Retirement Date?**

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

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

**What happens if I terminate employment due to disability?**

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

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

**How will my benefits be paid to me?**

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

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

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

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

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

## ARTICLE VIII
## BENEFITS AND DISTRIBUTIONS UPON DEATH

**What happens if I die while working for the Employer?**

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

**Who is the beneficiary of my death benefit?**

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

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

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

(a) your surviving spouse

(b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)

(c) your surviving parents, in equal shares

(d) your estate

**How will the death benefit be paid to my beneficiary?**

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

**When must the last payment be made to my beneficiary?**

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

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

# EXHIBIT G

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

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

## ARTICLE IX
## TAX TREATMENT OF DISTRIBUTIONS

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

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

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

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

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

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

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

## ARTICLE X
## PROTECTED BENEFITS AND CLAIMS PROCEDURES

**Are my benefits protected?**

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

**Are there any exceptions to the general rule?**

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

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

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

**Can the Plan be amended?**

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

**What happens if the Plan is discontinued or terminated?**

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

**How do I submit a claim for Plan benefits?**

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

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

**What if my benefits are denied?**

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

## ARTICLE XI
## GENERAL INFORMATION ABOUT THE PLAN

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

**Plan Name**

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

**Plan Effective Dates**

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

**Other Plan Information**

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

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

**Employer Information**

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

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

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

**Administrator Information**

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

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

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

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

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

CITY OF JACKSONVILLE BEACH

10 YEAR COST ANALYSIS FOR FIRE SERVICES

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

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

*No projection beyond 10 years as assumptions become less reliable*

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

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

# JBFD Overlapping Incidents

## March 21, 2019

Column "A" represents the number of times that 2 incidents were ongoing at the same time. This would be the number of times there would not be immediate fire protection available if Jacksonville was to take over services.

Column "B" represents the number of times that 3 incidents were ongoing at the same time. Jacksonville would not have a unit immediately available at Jacksonville Beach to answer the third call if they were providing service. This is one of the reasons Jacksonville Beach staffs three combat units.

Column "C" represents the number of times that 4 incidents were ongoing at the same time. While this is not common, it does happen. As already stated, Jacksonville would not have a unit immediately available. Jacksonville Beach staffs 3 combat units and a Shift Commander. In these cases, the Shift Commander responds to these additional incidents.

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

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

JACKSONVILLE BEACH

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

www.jacksonvillebeach.org

FIRE RESCUE DEPARTMENT

To: Mike Staffopoulos, City Manager

From: David Whitmill, Fire Chief

Date: March 15, 2019

Re: Fire Department "Soft Services"

Mike,

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

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

**GENERAL SERVICES:**

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

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

**EMERGENCY MANAGEMENT RESPONSIBILITIES:**

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

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

**RADIO SYSTEM RESPONSIBILITIES:**

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

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

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

TOTAL 37 HOURS

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

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

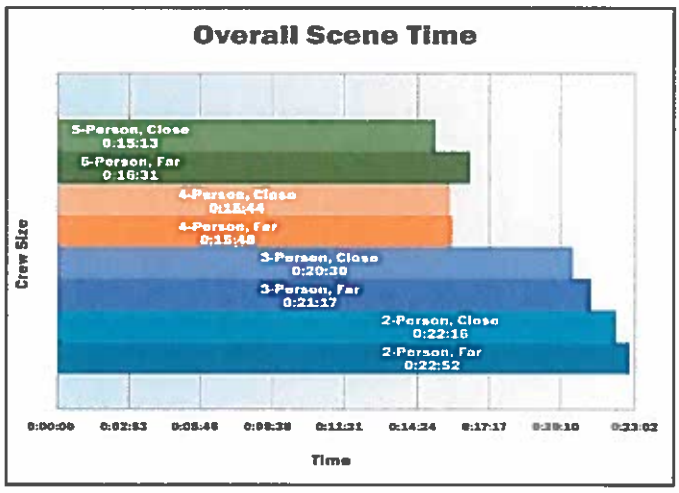
Many individual tasks have to be completed to control and extinguish a fire. The time before a fire grows large enough to go beyond the room of origin and becomes out of control can be quite small. Arriving early and completing tasks quickly and efficiently is understandably a goal of every fire department, but firefighter safety must not be compromised by sending too few firefighters to perform fireground tasks. A scientifically based research project[1] has provided data to compare the time it takes different crew sizes to complete twenty-two essential tasks that must be performed on low hazard structure fires that occur in communities throughout North America.

## Overall Scene Time

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

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

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




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

## NIST Report on Residential Structure Fire

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

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

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

## Methods

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

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

# TALKING POINTS FOR AFFILIATES

FIRE FIGHTER SAFETY AND DEPLOYMENT STUDY

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

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

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

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

## Examples that illustrate the facts

1. With 5- and 6-person crews, while one fire fighter stays in the lobby to ventilate the stairwells for evacuating occupants, the remaining crew ascending to begin the search on the fire floor can split into two search teams of at least two fire fighters each to cover more area quickly. Smaller crews of three or four fire fighters cannot use the same search strategy. It's easy math.

2. A fire department rescue operation is a race against time. It's a race between destruction and death and the rescue and suppression activities of the fire fighters. If you don't have enough fire fighters on the scene to engage EARLY during the window of opportunity that exists before the fire gets out of control, then the race will likely be lost. It is difficult, if not impossible, to 'catch up' after the window closes. And we lose more property and, many times, more lives.

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FIRE FIGHTER SAFETY AND DEPLOYMENT STUDY

# QUESTIONS AND ANSWERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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