



**Agenda
City Council**

Monday, August 21, 2017

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.

CALL TO ORDER

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

ROLL CALL

APPROVAL OF MINUTES

- a. 17-137 City Council Budget Tour Held August 4, 2017
- b. 17-138 City Council Budget Workshop Held August 7, 2017
- c. 17-139 Regular City Council Meeting Held August 7, 2017
- d. 17-140 City Council Budget Workshop Held August 8, 2017

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- a. 17-141 Accept the Monthly Financial Reports for the Month of July 2017
- b. 17-142 Authorize the Mayor and City Manager to Execute with JTA the Agreement Establishing the Provisions for JTA to Quit Claim to the City Two (2) Excess JTA Properties on the Southern Boundary of the Avalon Subdivision
- c. 17-143 Authorize the Mayor and City Manager to Execute the Florida Electric Utilities' Statewide Mutual Aid Assistance Compact
- d. 17-144 Approve the Purchase of Four (4) Replacement and Four (4) New 138kV/145kV High Voltage Circuit Breakers for a Total of Eight (8) According to Pricing Under Colectric Partners Master Purchasing Agreement for High Voltage Circuit Breakers - Agreement #MPA 0107B

RESOLUTIONS

- a. 17-145 **RESOLUTION NO. 1987-2017**
A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING CHARGES, MONTHS, DAYS AND HOURS OF OPERATION FOR MUNICIPAL PARKING LOTS; AUTHORIZING THE CITY MANAGER TO ADJUST HOURS AND DAYS OF OPERATION AND PROVIDING AN EFFECTIVE DATE.
- b. 17-146 **RESOLUTION NO. 1990-2017**
A RESOLUTION PROVIDING FOR THE SALE OF SURPLUS PROPERTY. (This authorizes the sale of used banners that used to hang on A1A)
- c. 17-147 **RESOLUTION NO. 1991-2017**
A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING RATES, CHARGES, AND FEES FOR THE MUNICIPAL BALL FIELDS AND SPORTS FIELDS.

ORDINANCES

- 17-148 **ORDINANCE NO. 2017-8095** (First Reading) (Public Hearing)
AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING DIVISION 2. SUPPLEMENTAL STANDARDS, SECTION 34-407 *OUTDOOR RESTAURANTS AND*

BARS OF ARTICLE VIII. SITE DEVELOPMENT STANDARDS TO MODIFY THE LIMITATIONS AND CONDITIONS FOR OUTDOOR RESTAURANTS AND BARS; TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES.

ADJOURNMENT

NOTICE

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

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

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

City of Jacksonville Beach
Minutes of Fiscal Year 2018 Council Budget Tour
Friday, August 4, 2017 – 1:30 P.M.

The Council Budget Tour began at 1:35 P.M. in the Council Chambers.

City Council Members in attendance:

Mayor Charlie Latham

Lee Buck
Christine Hoffman
Bruce Thomason

Phil Vogelsang
Jeanell Wilson
Keith Doherty (*Absent*)

Fiscal Year 2018 Council Budget Tour

Budget Overview

City Manager George Forbes and other Department Heads presented an overview of the proposed Fiscal Year 2018 budget. (Copy of PowerPoint presentation on file)

ERP and GIS Project Status Update

Chief Financial Officer Karen Nelson explained the new city wide computer software application is from Tyler Technologies. Testing is planned to start as early as the end of August and implementation for some departments is planned to happen early next year.

A vendor for Stage Two for future business applications [Work Orders, Fixed Assets, Planning and Development, Business Licenses and Citizen Relationship Management] would most likely be selected by mid-2019.

Karen Nelson stated the entire project is expected to be completed by 2021 and a total cost would be plus or minus \$3.2 million.

Fire Truck Replacement

Chief Whitmill explained the proposed purchase of a new 2017 Custom Cab/Chassis fire truck to replace the current 2001 Freightliner. The replacement vehicle would offer a 4-door custom cab, 1250 GPM pump, and a 500-gallon water tank. The replacement vehicle would offer at least 15 years of frontline service and ten years in reserve.

Drainage Project in South East Redevelopment District

City Engineer Robin Smith summarized the main Downtown Drainage and Infrastructure Improvement projects that include the area of Beach Blvd to 16th Avenue South. The projects include:

- Redirect stormwater drainage from the ocean to the Intracoastal Waterway
- Replace aging utilities and services (water mains and sewers)
- Improve roadways, sidewalks, parking, and driveways
- New bicycle lanes on 1st Street South
- Relocation of street lights and intersection enhanced striping

Mr. Smith summarized the Stormwater Project for the South End Redevelopment District. This included:

- Stormwater pipe cleaning projects
- Preliminary study for Ocean Terrace Drainage Improvements

Shore Protection and Beach Projects

Deputy City Manager Trish Roberts presented a brief history of the Shore Protection Project. Ms. Roberts reviewed the most recent Shore Protection Project (Post-Matthew contract change) consisted of:

- Duval County funded an additional \$7 million for 160,000 cubic yards of sand on beaches, 200,00 cubic yards for dunes, and 5,000 cubic yards of sand stockpiled near 15th Avenue South
- 620,000 native plants are being planted along the length of Duval County beaches to anchor newly restored dunes and should be completed by mid-August

Ms. Roberts stated the City of Jacksonville Beach works closely with the Beaches Sea Turtle Patrol to assure the safety of the sea turtles by monitoring the lights being used along the shore. Beaches Sea Turtle Patrol holds the permit from the Florida Fish and Wildlife Commission that allows them to conduct marine turtle activities.

Stormwater Outfalls and ADA Dune Walkovers

Deputy City Manager Trish Roberts stated the dune walkovers damaged from Hurricane Matthew had been repaired. It was mentioned that with support from Duval County, a grant for \$442,185 had been applied for to extend the City's 29 beach outfalls seaward to help eliminate breaches of the newly constructed dune system.

Ms. Roberts mentioned four ADA compliant Dune Walkover locations are under design.

Police Camera System Purchase

Chief Dooley explained an updated camera system is going to be installed at numerous locations within the City. The updated system would allow for more detailed viewing, object recognition, and a detailed zoom feature.

Chief Dooley stated four new Police SUV's would be purchased before the end of this year.

South Beach Park Improvements

A video was shown by Parks and Recreation Director Jason Phitides summarizing the three main areas of improvement for the upcoming year at South Beach Park:

- Artificial turf would be adding to the multi-purpose field
- Exercise equipment would be replaced
- Renovations on the playground would be made
- Toddler section to the splash pad area would be added

Additional Tennis Court at Huguenot Tennis Center

Tennis Facility Manager Albrecht Catalan explained an eighth tennis court could be added by relocating the current basketball court. By adding an eighth tennis court, increased league play and revenues would be generated.

Guana Substation Project

Beaches Energy Services Director Allen Putnam explained a second transformer would be added to the Guana Substation. This project is expected to take 18-24 months to complete.

Kings Road Bridge Electric Work

Mr. Putnam explained the Kings Road Bridge Transmission Line Relocation Project is a Florida Department Of Transportation (FDOT) driven project. The relocation of the transmission line to facilitate the FDOT bridge replacement is in support of the A1A drainage improvements. This project should take approximately 12 months and would cost approximately \$500,000 to complete.

Electric System Reliability Improvement Projects

Mr. Putnam summarized the Electric System Reliability Improvement Project. This project would replace wooden poles with concrete poles and add fiberglass extensions to reduce line to ground faults by increasing separation between lines and poles. This project is estimated to take 10-12 months to complete.

Electric Power Quality Monitor(s) Purchase

Beaches Energy Services Electrical Engineer, Jamison Parker, explained the Power Quality (PQ) Monitoring Project. This project would allow BES to add one additional PQ monitor to investigate, analyze, identify, and resolve customer power quality issues.

Public Works Major Initiatives in 2018

Public Works Director Ty Edwards summarized the major initiatives for 2018 as follows:

- Rehab of three sanitary sewer Lift Stations
 - Lift Number 8 - \$1,000,000
 - Lift Number 2 - \$1,000,000
 - Lift Number 17 - \$350,000
- Construction of new water well - \$900,000
- Water Meter Replacement & Advanced Metering Infrastructure (approximately 1,700 meters have been replaced)
- 3rd Street North (A1A) Water Main Improvements
- 8" Water Main Installation
- Ocean Terrace Drainage Improvements
- Stormwater Projects in South End Community Redevelopment District
- Air Piping Replacement at Wastewater Treatment Plant

Penman Road Improvement Project

City Engineer Robin Smith summarized the planned improvements of the Penman Road Business District Project as follows:

- New driveways for businesses
- Extended sidewalks on east side and new sidewalk along 15th Avenue North
- New pedestrian crossings
- Potential stormwater improvements
- Improved parking, where possible
- Replace old utility infrastructure within project area
- Provide sanitary utility sewer to serve five homes near 12th Avenue North (if feasible)

FDOT Drainage System Improvements

City Engineer Robin Smith briefly explained the goals of the project as improving the existing stormwater system West of A1A from Beach to Seagate to provide flood relief to 3rd Street North. This project is scheduled to begin in 2018.

Golf Course Master Plan

Director of Parks and Recreation Jason Phitides summarized The Golf Course Master Plan Project - Phase One and the preliminary cost estimates as follows:

- Reconstruction of golf course greens using protective liner (\$370,000) and changing water source to well water (\$920,000)
- Improve driving range (\$350,000)
- Address playability/safety issues (\$185,000)
- Create an open area (+/- two acres) around club house to add Putting Course (and other recreation activities - \$100,000)
- Add Pickleball courts (donated)
- Add walking trails for morning and evening walkers (\$25,000)

The Budget Tour ended at approximately 4:40 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

William C. Latham, Mayor

Date:

**City of Jacksonville Beach
Minutes of City Council
FY2018 - Budget Workshop
Monday, August 7, 2017**

The Budget Workshop convened at 4:05 P.M.

City Council Members in attendance:

Mayor: Charlie Latham

Christine Hoffman	Phil Vogelsang (<i>absent</i>)	Keith Doherty (<i>absent</i>)
Bruce Thomason	Jeanell Wilson	Lee Buck

Also present were City Manager George Forbes, Deputy City Manager Trish Roberts, Chief Financial Officer Karen Nelson, Budget Officer Ashlie Gossett, Property and Procurement Officer Luis Flores, City Clerk Laurie Scott, Human Resources Director Ann Meuse, Planning and Development Director Bill Mann, Assistant City Clerk Genelee McLawhorn, and Staff Assistant Mandy Murnane.

Everyone present had a copy of the Proposed Budget and Business Plan for FY2017/2018.

Executive & Legislative Department

The City Manager stated the Executive and Legislative Department consists of four General Fund divisions-City Council, City Attorney, City Clerk, and Non-Departmental. This also includes the City Manager Internal Service Fund and Capital Projects Funds.

Mr. Forbes reviewed the priorities, goals and performance measures for the City Manager's Office.

City Clerk's Office

Mr. Forbes reviewed the City Clerk's Office performance measures. Mr. Forbes noted the continued improvement with the lien certificate service with completion in three to five days. Also, 2,986 Customer Service Surveys were sent out, and 129 responses received back. The responses from these surveys were highly favorable.

The department is responsible for the City's records management and retention, Optiview scanning and document search, attending and transcribing minutes for all City public meetings, administering the Local Business Tax and Special Permits, issuance of City lien certificates, recording legal documents with the Clerk of Courts.

Executive & Legislative (cont'd.)

Mr. Forbes reviewed the funding sources and funding uses by division.

Next, Mr. Forbes addressed the Non-Departmental funding uses. Mr. Forbes reviewed the key areas of this group which are liability insurance, unallocated and internal services.

The City Manager reviewed the Capital Projects Fund and the projects that are budgeted utilizing the ½ Cent Sales Surtax Fund (Better Jacksonville Beach Fund) and the ½ Cent Sales Surtax Bond Proceeds. He stated that once the bonds are paid off in 2020, these funds will be designated for street milling, repaving, and other road maintenance projects citywide.

Mr. Forbes reported on the impact of the large pay increases the City of Jacksonville has recently provided to their Public Safety and expressed his desire to ensure that the City remains competitive.

The City Manager reviewed the Financial Summaries and the Budget Issues for FY2018.

Finance Department

Mr. Forbes and Chief Financial Officer Karen Nelson reviewed their departmental objectives, recent accomplishments, and goals for the upcoming 2018 budget for the Finance Department - which includes Accounting, Utility Billing, Information Systems, and Purchasing and Procurement.

Mr. Forbes discussed the temporary positions that were added to support the Enterprise Resource Planning (ERP) software project and the Utility Billing meter replacement project. Two full-time Business Analysts were hired to assist in maintaining the current operating system while converting to the new software. A part-time staff assistant position was added to Utility Billing, to provide additional support until the completion of the new water meter conversion program.

Mr. Forbes reviewed the Financial Summary, Objectives, and Accomplishments, and the Goals for FY2018 for all the divisions of the Finance Department. Ms. Nelson further discussed the key accomplishments, such as the city receiving an Aa3 rating from Moody's Investor Services and an AA-rating from Fitch Investors Services for the 2010 Utility Revenue Bonds. The goals for FY 2018, Ms. Nelson, discussed were the full implementation and smooth operation of the Tyler Munis software and the development of the credit/debit card program which will allow customers to make payments for the city services. Ms. Nelson discussed they were currently working on potential lease revenues from the Industrial Park property. The 10th Street South drainage, water, sewer, and roadway improvements projects would enable future infrastructure improvement that could enhance the Industrial Park property usage.

Human Resources

The City Manager reviewed the Human Resources Department Organization, Objectives, and Goals.

Human Resources Director, Ann Meuse, discussed the successful implementation of NEOGOV recruitment and applicant tracking, which has enabled the city to advertise job postings and recruit nationally. A few positions had been difficult to fill, but she credited the NEOGOV system in enabling these positions to be filled from out of state candidates.

Mr. Forbes reviewed the Performance Measures, Funding Sources and Financial Summary for Personnel Services, Insurance/Risk Management, Workers' Compensation, Health Insurance Benefits, and Pension Plans.

Mr. Forbes continued by reviewing the FY2018 Goals and Performance Measures.

Planning & Development Department

Mr. Forbes presented the Planning & Development Department which consists of three divisions: Planning & Development, Building Inspection, and Code Enforcement. This department also provides administrative support to the Community Redevelopment Agency for the Downtown and South Beach Redevelopment Districts and works with the appointed Planning Commission and Board of Adjustment.

Mr. Forbes reviewed the financial summary, accomplishments, and goals of all divisions. Planning and Development Director Bill Mann stated that the department intends to recommend a comprehensive updated land development code as one of his goals for the fiscal year. Mr. Forbes also reviewed the performance measures of all divisions.

Mr. Forbes discussed the main concerns for the department. An issue which will need to be addressed by December are the locations for medical marijuana dispensaries. The plan is to provide options for the Board of Adjustments, Planning Commission, and Community Redevelopment Agency and obtain their recommendations. The other concern is to look at options that are available to potentially lease parking space downtown in the area of 4th Avenue North – near the former J. Johnson Gallery.

Community Redevelopment Agency

Mr. Forbes discussed the Community Redevelopment Agency, as detailed in the report, which consists of two districts: Downtown and South Beach. The Agency receives administrative, engineering and project management support from the City's Planning and Development and Public Works departments.

Planning and Development Director Bill Mann, addressed the FY2017 Accomplishments and FY2018 Goals, as detailed in the report. He reported Phase One of the Dix.Hite + Partners' Implementation and Management Plan for the City's Downtown Action Plan would be completed in this fiscal year, and that more detailed public art, lighting, wayfinding signage, bicycle parking and street furnishing plans would follow in FY 2018-19.

Mr. Forbes reviewed the Downtown and South Beach Redevelopment Districts, as detailed in the report.

Mr. Forbes stated the next workshop is for Fire and Police. It is scheduled for Tuesday, August 8, 2017.

The workshop adjourned at 6:00 P.M.

Submitted by: Genelee Ebel McLawhorn
Assistant City Clerk

Approved:

William C. Latham, Mayor

Date

DRAFT

**Minutes of Regular City Council Meeting
held Monday August 7, 2017, at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

Council Member Buck gave the invocation, followed by the salute to the flag.

CALL TO ORDER:

Mayor Latham called the meeting to order at 7:00 P.M.

ROLL CALL:

Mayor: William C. Latham

Council Members: Lee Buck Keith Doherty (*absent*) Christine Hoffman
Bruce Thomason Phil Vogelsang Jeanell Wilson

Also present were City Manager George Forbes, City Clerk Laurie Scott, Planning and Development Director Bill Mann, Parks and Recreation Director Jason Phitides, Assistant City Clerk Genelee McLawhorn, and Staff Assistant Mandy Murnane.

APPROVAL OF MINUTES

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

- Regular City Council Meeting held July 17, 2017

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

Speakers:

- Casey Jones, 358 11th Street, Atlantic Beach, spoke regarding sea turtle protection. He submitted three pictures to the City Clerk for Council to examine. [copies on file]

MAYOR AND CITY COUNCIL

(a) Item # 17-127, Presentation of Proclamation of Esteem - Officer Cooper

Because of his selfless service and positive influence on our city; in particular, the Pablo Beach neighborhood, Mayor Latham presented Officer Anthony Michael Cooper with a Proclamation of Esteem.

(b) Item # 17-128, Employee of the Quarter Presentation - Wayne Hughes

Mayor Latham presented Wayne Hughes of Beaches Energy Service with the Outstanding Employee Award for the second quarter of 2017.

CITY CLERK

CITY MANAGER

(a) Item # 17-129, Authorize the Mayor and City Manager to Execute the Utility Work Agreement between Beaches Energy Services and the Florida Department of Transportation (FDOT) for Reimbursement for Relocation of Electric Facilities in the Amount of \$92,000

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve the execution of the Utility Work Agreement between Beaches Energy Services and the Florida Department of Transportation (FDOT) for reimbursement to Beaches Energy Services for relocation of electric utilities. Authorize the Mayor and City Manager to sign the Agreement.

Mr. Forbes gave a summary of the Agreement with the Florida Department of Transportation and the reimbursement for relocating the Beaches Utilities located along the right of way of the A1A Drainage Project.

Roll call vote: Ayes – Buck, Hoffman, Vogelsang, Thomason, Wilson, and Mayor Latham. The motion carried unanimously.

(b) Item # 17-130, Adopt Special Event Policy

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt the Special Event Policy dated July 13, 2017.

Mr. Forbes summarized the changes to the Special Event Policy as previously discussed in the Special Events Workshop on July 12, 2017, as follows:

- Clarification of language addressing City Staff and City Council Member involvement in special events
- Limiting event length to two consecutive days from October through February, and one consecutive day from March through September; with the exceptions of Springing the Blues, which is two days, and the Air Show, which is three days.

Speakers:

- Charles Wagoner, 1401 River Place Boulevard #2508, Jacksonville, producer of the Beaches Oktoberfest, explained how the changes to the policy would negatively affect his agency's event production and overall success due to the proposed two-day limit in the month of October.
- Sam Veal, 209 South 3rd Street, Jacksonville Beach, Founder and Executive Producer for Springing the Blues, thanked the City Council for their consideration of the exception for this event.

Ms. Wilson stated her support of the three-day exception to the Springing the Blues because of the twenty-seven-year history of the event. Furthermore, Ms. Wilson supports the enforcement of Special Event fees as it encourages fair, equitable opportunities for all festivals.

Amended Motion: It was moved by Ms. Wilson and seconded by Mr. Thomason, to approve the Special Event Policy with the exception of Springing the Blues, which is three (3) days; and the Air Show, which is three (3) days; with the city not giving any monetary or in-kind contributions toward the Springing the Blues.

Ms. Hoffman stated she did not support the motion as amended by Ms. Wilson because of the inclusion of the Air Show, as there is a considerable amount of in-kind donations made to the event.

Ms. Wilson stated the council should remove the Air Show as it is already exempt.

Mr. Buck asked the City Attorney if legally the exception of specific events was allowed and under what circumstances.

Ms. Susan Erdelyi, City Attorney, affirmed that exceptions could be allowed and stated the motion would need to include the reason for the exception that distinguished it from other events.

Mr. Buck stated he would like the record to reflect that the reason he was voting in favor of this motion is that this event was the City's first festival of this type. The Springing the Blues festival has been held for twenty-six years. It is a signature event for Jacksonville Beach. Jacksonville Beach also provided the funding for the event for twenty-six years.

(Amended Motion) Roll call vote: Ayes – Thomason, Wilson, Buck, and Mayor Latham.

Nays – Hoffman

Mr. Vogelsang abstained from the vote. He is a partner in an LLC with Mr. Woolsey. [Form 8b on file] The motion carried 4-1.

It was moved by Mr. Thomason, seconded by Ms. Wilson, and passed unanimously, to approve the following updates to the Special Events Policy on page 19, Section E 'General Rules' No.2, to read exactly as follows:

- Page 19, Section E, titled, 'General Rules' #2. "The following limitations will apply to the sale, distribution and/or consumption of alcohol:"

(Original Motion) Roll call vote: Ayes – Thomason, Wilson, Buck, Hoffman, and Mayor Latham.

Abstained - Mr. Vogelsang

The motion carried unanimously.

(c) Item # 17-131, Approve the Installation of Artificial K-9 Turf at the Large Dog Park

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve the installation of Artificial K-9 Turf at the large dog park as described in the memorandum from the Director of Parks and Recreation dated July 24, 2017.

Mr. Forbes explained the artificial K-9 Turf is designed especially for use in dog parks. It is soft on the paws, thoroughly permeable to urine and needs very little maintenance. Unlike real grass, artificial K-9 Turf is completely resistant to damage, does not get muddy, and looks neat all year round. It is also cooler than asphalt or crushed granite and does not heat up like the rubber that was used in Astro Turf. It is safe, easy to clean and durable.

Additionally, Mr. Forbes introduced Mr. Heinz, whose family donated half of the cost of the installation of the turf. (\$75,000)

Mr. Vogelsang and Mr. Thomason stated their support and appreciation for the Josh Heinz Foundation and introduced Jim and Maryann Heinz, and their daughter Jennifer, who were all present at the meeting.

Speakers:

- Deborah Cassidy, 13756 Shady Woods Street North, Jacksonville, stated her support for the installation of the half sand, half crushed volcanic rock artificial turf.
- Sandy Golding, 1203 18th Avenue North, Jacksonville Beach, thanked the Heinz family for their contributions to the Paws Park.

The following did not wish to address the Council, but are in favor of the agenda item:

- Helann Sweeney, 1703 18th Avenue North, Jacksonville Beach, FL
- Marie Bingham, 38 Coral Way, Jacksonville Beach, FL
- Shelby Everitt, 57 Jardin de Mer Place, Jacksonville Beach, FL

Roll call vote: Ayes –Vogelsang, Wilson, Buck Hoffman, Thomason, and Mayor Latham. The motion carried unanimously.

RESOLUTIONS:

(a) Item # 17-132, RESOLUTION NO. 1986-2017

Mayor Latham requested that the City Clerk read Resolution No. 1986-2017, by title only, whereupon Ms. Scott read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING RATES, CHARGES, AND FEES FOR THE SMALL AND LARGE DOG PARKS LOCATED AT PAWS PARK.”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Resolution Number 1986-2017, establishing annual membership fees for the dog park located at Paws Park in Jacksonville Beach.

The City Manager explained that the intent was to set aside the monies in fees in a separate account to pay for the replacement of the artificial turf in about ten years.

Roll call vote: Ayes –Wilson, Buck, Hoffman, Thomason, Vogelsang, and Mayor Latham. The motion carried unanimously.

(b) Item # 17-133, RESOLUTION NO. 1980-2017

Mayor Latham requested that the City Clerk read Resolution No. 1980-2017, by title only, whereupon Ms. Scott read the following:

“RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING NEW GOLF COURSE FEES, AND ESTABLISHING DEFINITIONS AND GUIDELINES FOR THE GOLF OPERATION ”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Resolution Number 1980-2017, establishing rates for the Jacksonville Beach Golf Course.

Mr. Forbes said the goal is to improve the competitive position and financial condition of the City of Jacksonville Beach’s 18-hole golf course and driving range.

Mayor Latham, Mr. Vogelsang, and Ms. Hoffman stated their support.

Ms. Wilson said the rates are well warranted and needed.

Roll call vote: Ayes – Buck, Hoffman, Thomason, Vogelsang, Wilson, and Mayor Latham. The motion carried unanimously.

ORDINANCES:

(a) Item # 17-134, ORDINANCE NO. 2017-8090 (Second Reading) (Public Hearing)

Mayor Latham requested that the City Clerk read Ordinance No. 2017-8090, by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34-346. INDUSTRIAL: I-1, PARAGRAPH (D) CONDITIONAL USES TO ADD “FIREARMS MANUFACTURING AND RETAIL SALES” AS SUBPARAGRAPH (12); TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES.”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Ordinance Number 2017-8090, amending Land Development Code Article VII, Division 2, Section 34-346, Paragraph (d) to add “Firearms manufacturing and retail sales” to the list of conditional uses in *Industrial: I-1* zoning districts.

Mr. Forbes stated that this would be adding firearms manufacturing and retail sales to the uses in *Industrial I-1* zoning districts. Conditional use means that if it meets the conditions in the zoning code that the permit must be granted. It doesn’t meet the conditions, it doesn’t need to be granted.

Speakers:

- David Dick, 1813 Mauva Juan Avenue, Jacksonville, made himself available to answer any questions.
- Chuck McCue, 1908 A1A, Neptune Beach, spoke in favor of the agenda item.
- Tony Komarek, 533 11th Avenue South, Jacksonville Beach, stated he does not support retail sales in an industrial zone.

The following did not wish to address the Council, but are *in favor* of the agenda item:

- Melissa Dick, 1813 Mauva Juan Avenue, Jacksonville

Discussion:

Susan Erdelyi, City Attorney, readdressed the preemption of local governments from regulating the sale or manufacture of firearms in Florida State Statutes, Chapter 790, "Weapons and Firearms," and stated the approval of this amendment to the ordinance approves the location only.

Roll call vote: Ayes – Hoffman, Thomason, Vogelsang, Wilson, Buck, and Mayor Latham. The motion carried unanimously.

(b) Item # 17-135, ORDINANCE NO. 2017-8091 (Second Reading) (Public Hearing)

Mayor Latham requested that the City Clerk read Ordinance No. 2017-8091, by title only, whereupon Ms. Scott read the following:

"AN ORDINANCE TO AMEND ORDINANCE NO. 2011 8012, ADOPTING THE 2030 COMPREHENSIVE PLAN FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, BY REVISING THE TEXT OF FUTURE LAND USE POLICY LU 1.2.7; ESTABLISHING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Allows the Floor Area Ratio for the Beaches Baptist Hospital to be changed to .55)"

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Ordinance Number 2017- 8091, adopting a text amendment to the Future Land Use Element of the Jacksonville Beach 2030 Comprehensive Plan.

Mr. Forbes said that to fully utilize the hospital's vested development rights regarding overall building square footage and hospital beds, the applicant has proposed to increase the allowable Floor to Area Ratio from 0.35 to 0.55.

Speakers:

There were no requests to speak on this item.

Discussion:

Mayor Latham requested a roll call vote, as there was no discussion on the item.

Roll call vote: Ayes – Thomason, Vogelsang, Wilson, Buck, Hoffman, and Mayor Latham. The motion carried unanimously.

(c) **Item # 17-136, ORDINANCE NO. 2017-8092 (Second Reading) (Public Hearing)**

Mayor Latham requested that the City Clerk read Ordinance No. 2017-8092, by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34 344. COMMERCIAL SERVICE: CS, PARAGRAPH (B) PERMITTED USES TO ADD "COMMERCIAL ART, PHOTOGRAPHY AND STENOGRAPHIC SERVICES" TO SUBPARAGRAPH (12); TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES. (Allows Commercial Art, Photography and Stenographic Services as a permitted use in a Commercial Service Zone)”

Motion: It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Ordinance Number 2017-8092, amending the Land Development Code by adding “Commercial art, photography and stenographic services” to the list of permitted Business Service Establishment uses in the City’s *Commercial Service: CS* zoning district.

Mr. Forbes said the only change requested is the addition of commercial art, photography, and stenographic services as permitted uses in the *Commercial service: CS* zoning district.

Speakers:

There were no requests to speak on this item.

Discussion:

Mayor Latham requested a roll call vote, as there was no discussion on the item.

Roll call vote: Ayes – Vogelsang, Wilson, Buck, Hoffman, Thomason, and Mayor Latham. The motion carried unanimously.

ADJOURNMENT:

There being no further business, the meeting adjourned at 9:10 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, MAYOR

Date

**City of Jacksonville Beach
Minutes of City Council
FY 2018 - Budget Workshop
Tuesday, August 8, 2017 – 5:00 P.M.**

Mayor Latham called the Budget Workshop to order at 5:05 P.M.

City Council Members in attendance:

Mayor Charlie Latham

Christine Hoffman

Bruce Thomason

Phil Vogelsang (*absent*)

Jeanell Wilson

Keith Doherty

Lee Buck (*absent*)

Staff in attendance:

City Manager George Forbes, Deputy City Manager Trish Roberts, Budget Officer Ashlie Gossett, Finance Officer Karen Nelson, Fire Chief David Whitmill and Police Chief Pat Dooley.

Fire Department

The City Manager provided an overview of the Proposed Budget and Business Plan for the Fire Department. The Fire Department is staffed and equipped to respond to one single serious fire or three simultaneous emergency calls. We have automatic mutual aid agreements with City of Jacksonville and St. Johns County.

Chief Whitmill summarized the department's accomplishments. He stated there were no fire deaths in the past year. He also stated that the department's response time is an average of four minutes. The Chief also stated that all structure fires responded to were confined to the area involved. He reported that 855 fire safety surveys were completed in the past year, and 317 high hazard [restaurants, churches, schools] inspections were completed. The Chief explained 588 preplans were updated. Mr. Thomason asked if preplans for multilevel buildings showed each floor. Chief Whitmill explained that most floors in multi-level buildings are laid out the same, and the preplans show the first-floor layout.

Another popular program is the child safety seat program. The department installed and educated 218 families on proper installation of child safety seats. The City is one of few organizations in Duval County offering this service. Also, 170 smoke detectors were installed.

Mr. Forbes summarized the Fire Department's FY2017/2018 goals to be zero fire-related deaths, containing 90% of fires to the area in which they started and to continue the 100% customer services results of excellent or good service.

Mr. Forbes discussed the department's performance measures highlighting that the average response time is under four minutes for 70% of the time and under six minutes 90% of the time. Mr. Forbes also added that 70% of the department's calls are medical related, 28% of the calls are regarding hazardous conditions, and 2% are structural fire related. Ms. Wilson asked if the response time included a delay of information being provided to the department from the 911 operator. Mr. Forbes responded calls made from landlines connect directly to the local Fire

Station. However, calls made from cell phones are connected to Downtown Jacksonville, which are routed to the City of Jacksonville Beach dispatch office. Chief Whitmill stated the response time is calculated when the information is received at the Fire Stations. Chief Whitmill stated as of August 1, 2017, the Fire Department is already 220 calls higher than August 1, 2016.

Mr. Forbes stated that the Fire Department is primarily funded through the General Fund. The radio system is funded by the Radio Communications Special Revenue Fund.

Mr. Forbes stated that the Fire budget had increased 4% from last year due to a 10.2% increase in Capital Outlay. The increase in Capital Outlay is due to \$38,000 to replace the current Mobile Command Post and two combustible gas detectors costing \$2,000. Chief Whitmill stated approximately \$375,000 would be coming from the General Capital Projects Fund to replace the current SQ-13 Freightliner Pumper (2001). Mr. Forbes stated \$75,000 per year is added to the Fire Apparatus Replacement Program.

Mr. Forbes stated the Fire Department takes a pro-active approach for Emergency Preparedness and updates the Municipal Comprehensive Emergency Management Plan (MCEMP) annually.

Mr. Forbes discussed the Comparison Survey (on file) showing calls for service, cost per call, cost per \$1 million of protected property and firefighters per 1,000 population.

Mr. Doherty asked if there has been an increase in rescue calls regarding drug overdoses. Chief Whitmill stated there had been an increase, but it has not made an impact on the budget.

Mr. Forbes concluded the overview of the Fire Department's budget by stating that the members of the Fire Department are extremely dedicated and do a great job.

Police Department

The City Manager provided an overview of the Proposed Budget and Business Plan for the Police Department.

Chief Pat Dooley reviewed the factors that influence the crime rate such as social economics, the courts, state attorney and the jail system.

Chief Dooley mentioned due to the success of the Department's Downtown CAPE Program, the need for mandatory overtime has decreased.

Mr. Forbes summarized the different Police Divisions and their costs (Ancillary Services Section, Communication Section, Records Sections, Property/Evidence Section, Accreditation Unit, Animal Control Officer, Paid Parking/Security Unit and the Volunteer Programs). Ms. Wilson asked if the City pays for the school crossing guards and if the City receives any reimbursement from the School Board. Mr. Forbes stated the City does pay for the school crossing guards and the City does not receive reimbursement.

Chief Dooley discussed that the average response time to emergency calls is 2.18 minutes and 4.58 minutes for non-emergency calls. Chief Dooley stated the Citizen Police Academy Alumni

Association volunteered 13,225 hours over the past year. Chief Dooley stated 193 intoxicated drivers were removed from the roadways in the past year.

Chief Dooley stated through 38 academies, 1,059 citizens have gained a better understanding of law enforcement through the Jacksonville Beach Citizens on Patrol (COP) Programs. Twenty-one COP's assisted the Patrol Division with traffic direction, property checks, neighborhood notifications of sex offenders, and completing reports of minor offenses.

Chief Dooley mentioned in the result of the 56 community relations programs, 4,949 citizens have been directly impacted (e.g., firearms safety, bicycle safety, Neighborhood Watch, DUI prevention, etc.).

Mr. Doherty asked if the Police Department is fully staffed. Chief Dooley stated the Department is not fully staffed and is down officers due to vacancies and injuries. In result of these vacancies, Chief Dooley stated other officers must be shifted around to assure coverage. He also stated three officers had been recently hired and two additional people are currently going through the hiring process. Due to the long training period, the new officers would most likely not be on patrol until January 2018.

Mr. Thomason asked if the availability of qualified candidates has improved. Chief Dooley stated he is cautiously optimistic regarding the recruiting of new officers. However, due to workload and rate of pay, the surrounding cities are competition for attracting and hiring new officers.

Mr. Thomason asked if the Department still fast tracks a new hire with previous experience. Chief Dooley replied yes.

Ms. Wilson asked who is responsible for training the new officers. Chief Dooley stated once a recruit completes the required academy training, which includes over 800 hours, they would then complete a minimum of 500 hours of in-house training.

Chief Dooley reviewed crime statistics and stated theft and burglary are up slightly higher this year. Chief Dooley attributed these statistics to the higher number of visitors to Jacksonville Beach.

Mr. Forbes stated the Police Department would use \$210,000 from the Federal Equitable Sharing funds to upgrade approximately 40 old portable radios.

Mr. Forbes stated the Police Department would be purchasing a new camera system. He explained the updated system would allow for more detailed viewing, object recognition, and a detailed zoom feature.

Mayor Latham expressed appreciation for the work the Police Department does.

The workshop adjourned at 6:00 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

William C. Latham, Mayor

Date:

DRAFT

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: George D. Forbes, City Manager
FROM: Karen Nelson, Chief Financial Officer
SUBJECT: Monthly Financial Reports for July 2017
DATE: August 8, 2017

Action Requested

Accept the monthly financial reports for the month of July 2017.

Background

The monthly financial reports for July 2017 are provided for your information and review. These reports can be found in the "Reports and Information" portion of this agenda.

Recommendation

Accept the financial reports for the month of July 2017, as submitted by the Chief Financial Officer.



JACKSONVILLE BEACH

City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of Public

Works

1460-A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6219

Fax: 904.247.6117

www.jacksonvillebeach.org

DATE: August 8, 2017

TO: George Forbes, City Manager

FROM: Ty Edwards, Public Works

SUBJECT: Authorize the Agreement with the Jacksonville Transportation Authority (JTA) for JTA to Quit Claim to the City Excess Property in Jacksonville Beach adjacent to the Avalon Subdivision

ACTION REQUESTED:

Authorize the Mayor and City Manager to execute with JTA the Agreement establishing the provisions for JTA to quit claim to the City two (2) excess JTA properties on the southern boundary of the Avalon Subdivision.

BACKGROUND:

Over the past several years, the City's project for installing the Avalon Subdivision infrastructure (roads, curbs, drainage, water, sewer and electric) has proven to be a great success. The City assessed the property owners for the infrastructure costs. Assessments were due in full as residential building permits were issued. New homes sprung up rapidly on these undeveloped residential lots and many new families moved to Jacksonville Beach.

A few years ago, the property owner of Lot 9, Block 2, in the southwest corner of the Avalon Subdivision approached staff for help in gaining driveway access to develop this residential lot. The property owner had two options (See Overview Map.) to pursue a driveway access:

- East to the City's Ponce de Leon Boulevard, or
- West to State Road A1A.

Staff began coordination with the Florida Department of Transportation (FDOT), and later with the JTA, on behalf of the property owner on this matter. JTA originally assembled the land for construction of J. Turner Butler Boulevard. When construction was completed, the JTA transferred to the FDOT the boulevard and the associated land. The JTA retained a few small excess parcels. During the staff review and investigation, it was determined that the JTA still owned the two (2) properties immediately adjacent to the southern boundary of the Avalon Subdivision and that a portion of the City drainage system for the Avalon Subdivision had been constructed on this property.



After months of coordination, the JTA has agreed to quit claim these two (2) excess parcels to the City under the provisions of the attached Agreement.

RECOMMENDATION:

Authorize the Mayor and City Manager to execute an Agreement with the Jacksonville Transportation Authority to Quit Claim to the City two (2) properties that are adjacent to the southern boundary of the Avalon Subdivision.



AS-BUILT

REFERENCE PROVIDED FOR SOUTHWEST DEVELOPMENT GROUP
 4426 SOUTHPOINT PARKWAY, SUITE 107, JACKSONVILLE, FLORIDA 32218
 (904) 747-7468 FAX (904) 747-7468

DATE: 08/14/18 PROJECT: _____

I HEREBY CERTIFY THAT THE MATERIALS AND DIMENSIONS SHOWN IN THE CONNECTION ON _____

DESIGNED BY: _____ DRAWN BY: _____

CHECKED BY: _____

DATE: _____

SCALE: _____

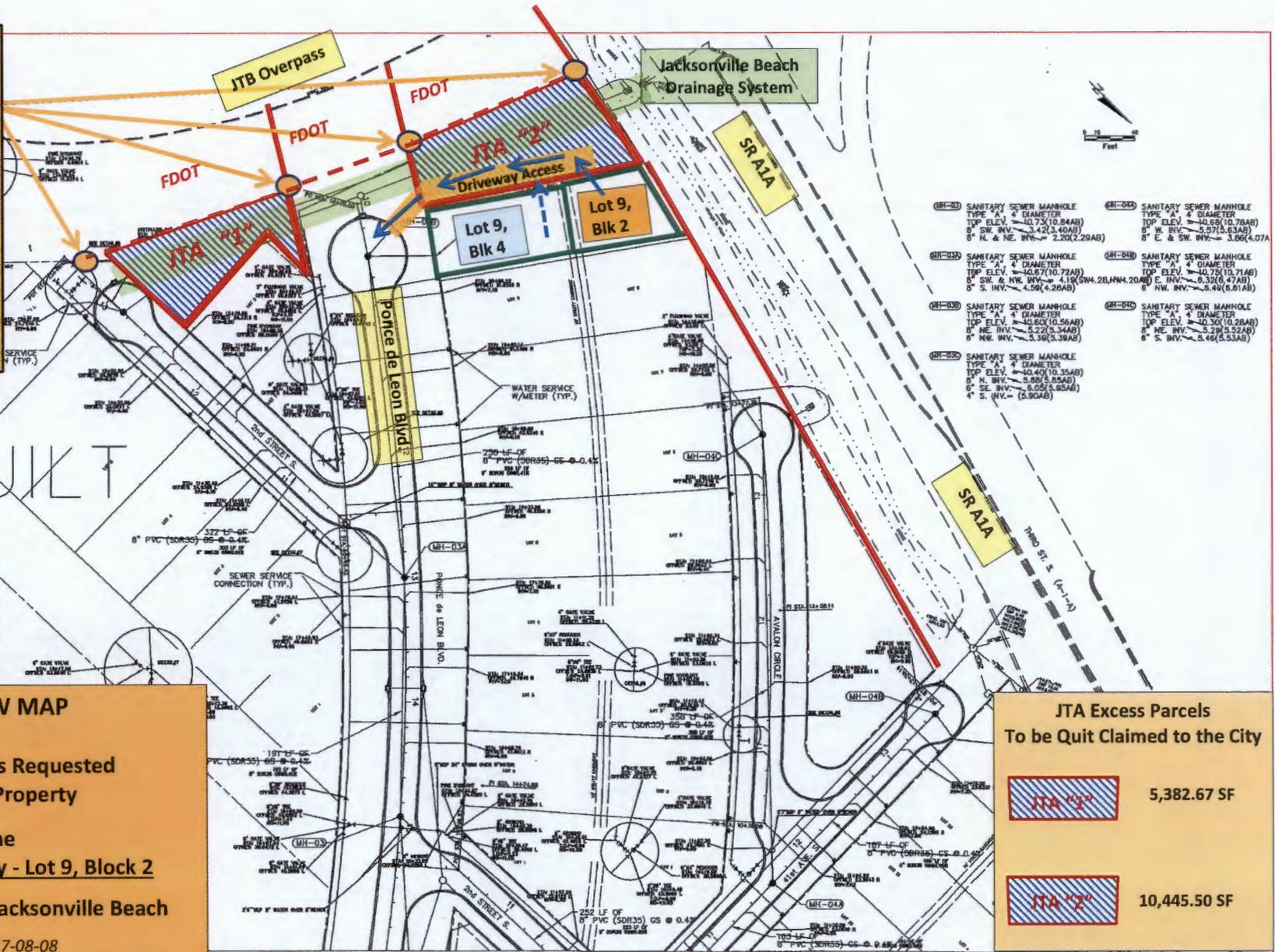
AS-BUILT

OVERVIEW MAP

**Driveway Access Requested
 Across JTA Property**

**For the
 Residential Property - Lot 9, Block 2
 Avalon Subdivision, Jacksonville Beach**

Updated 2017-08-08



- (MH-03) SANITARY SEWER MANHOLE
 TYPE "A" 4" DIAMETER
 TOP ELEV. = -10.73(10.84AB)
 6" SW. INV. = -3.42(3.40AB)
 6" N. & NE. INV. = 2.20(2.29AB)
- (MH-04) SANITARY SEWER MANHOLE
 TYPE "A" 4" DIAMETER
 TOP ELEV. = -12.75(12.71AB)
 6" SW. & NW. INV. = 4.10(SW. 28, NW. 20AB)
 6" S. INV. = 4.50(4.28AB)
- (MH-05) SANITARY SEWER MANHOLE
 TYPE "A" 4" DIAMETER
 TOP ELEV. = -12.60(12.58AB)
 6" NE. INV. = 5.22(5.34AB)
 6" NW. INV. = 3.30(3.39AB)
- (MH-06) SANITARY SEWER MANHOLE
 TYPE "A" 4" DIAMETER
 TOP ELEV. = -12.30(12.28AB)
 6" NE. INV. = 5.50(5.55AB)
 6" SE. INV. = 5.05(5.05AB)
 4" S. INV. = (5.50AB)
- (MH-07) SANITARY SEWER MANHOLE
 TYPE "A" 4" DIAMETER
 TOP ELEV. = -12.65(12.78AB)
 6" W. INV. = 5.57(5.53AB)
 6" E. & SW. INV. = 3.60(4.07A)
- (MH-08) SANITARY SEWER MANHOLE
 TYPE "A" 4" DIAMETER
 TOP ELEV. = -12.75(12.71AB)
 6" E. INV. = 6.32(6.47AB)
 6" NW. INV. = 6.40(6.61AB)
- (MH-09) SANITARY SEWER MANHOLE
 TYPE "A" 4" DIAMETER
 TOP ELEV. = -12.30(12.28AB)
 6" NE. INV. = 5.29(5.52AB)
 6" S. INV. = 5.46(5.53AB)

**JTA Excess Parcels
 To be Quit Claimed to the City**

	5,382.67 SF
	10,445.50 SF

LAND CONVEYANCE AGREEMENT

THIS LAND CONVEYANCE AGREEMENT (this "**Agreement**") is made and entered into this ___ day of _____, 2017 (the "**Effective Date**") by and between, the **JACKSONVILLE TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the State of Florida in Duval County, Florida, whose address is P.O. Drawer "O", 100 North Myrtle Avenue, Jacksonville, FL 32203 ("**JTA**") and the **CITY OF JACKSONVILLE BEACH**, a Florida municipal corporation, whose address is 11 North Third Street, Jacksonville Beach, FL 32250 (the "**City**").

RECITALS

JTA is the owner of certain land located in Duval County, Florida, more particularly described in Exhibit "A" and being a portion of the lands designated as Real Estate Parcel I.D. Nos. 180498-0000 and 180482-0000 (the "**Property**"). The City has requested that JTA donate the Property to the City for use for drainage and other utilities improvements serving the City and to provide an access driveway to serve each of two adjoining properties (the "**Intended Use**"), said adjoining more particularly described in Exhibit "B" (the "**Benefited Property**"). JTA has determined that such conveyance is in the best interest of the public and JTA, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutuality of the covenants and agreements herein contained, the parties hereto mutually covenant and agree with each other as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by reference.
2. **Grant of Conveyance.** Subject to the terms and conditions of this Agreement, within thirty (30) days after the Effective Date, JTA shall convey the Property to the City by the Quitclaim Deed identified as Exhibit "C", attached hereto and incorporated herein by reference (the "**Deed**").
3. **Property Use.** City hereby covenants and agrees the Property shall be used only for the Intended Use. City hereby further covenants and agrees that if there are any profits, revenues or proceeds received by the City for the use, disposition or otherwise with respect the Property, any such profits, revenues or proceeds will be promptly paid to JTA
4. **No Monetary Consideration.** The parties have determined that public good and mutual covenants and obligations hereunder constitute sufficient consideration for this transaction and, accordingly, no additional monetary consideration need be exchanged in order to consummate the transactions contemplated hereunder.
5. **Closing Costs.** City shall pay all costs of any conveyance of the Property, including, without limitation, of (i) the cost of recording the Deed, (ii) transfer or documentary stamp taxes imposed on the transaction, if any, and (iii) any title, survey or other due diligence of

the Property performed by or on behalf of the City. Each party shall bear the cost of its own legal counsel and the fees of its consultants.

6. **Tax Proration, Documentary Stamp Tax.** The Property is currently exempt from ad valorem taxes and the parties anticipate it will continue to be exempt after the transactions contemplated herein; therefore, no tax proration is necessary in connection with the closing of the conveyance. The conveyances contemplated hereunder are between governmental entities and exempt from documentary stamp tax. Accordingly, the parties anticipate no documentary stamp tax need be paid at closing of the transaction.

7. **As-Is Conveyance.** Except as otherwise specifically set forth herein, it is understood and agreed that JTA disclaims all warranties or representations of any kind or character, express or implied, with respect to the parcels conveyed hereunder, including but not limited to, warranties or representations as to matters of title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, land value, government approvals, governmental regulations or any other matter or thing relating to or affecting the parcels conveyed. The City represents that it is knowledgeable with respect to the acquisition of real estate and that is relying solely on its own expertise and expertise of its consultants. City acknowledges and agrees that the Property shall be conveyed "AS IS, WHERE IS", WITH ALL FAULTS, and there are no oral agreements, warranties or representations collateral to or affecting the parcels by any of the parties hereto or any third party (except as set forth herein). The terms and conditions of this paragraph shall expressly survive the closing of this transaction and conveyance of the Property.

8. **Assignment.** This Agreement is not assignable provided, however, that City may grant any license or easement as needed to provide access for the Benefited Party. No consent of any kind or nature shall release City from full liability and responsibility hereunder for the performance of all obligations of City hereunder.

9. **General Provisions.** No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, will constitute a waiver of any party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein will be of any force or effect. Any amendment to this Agreement will not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. The provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. All references to "days" contained herein are references to calendar days, unless otherwise specified and are based upon a seven day week, including holidays. In the event performance is due on a day which is a legal holiday generally observed in Jacksonville, Florida, or weekend, performance will be postponed to the next business day. This Agreement may be executed in multiple counterparts, and facsimile signatures, each of which will constitute an original, but all of which taken together will constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. The parties hereto do hereby covenant and agree that such

documents may be legally necessary or otherwise appropriate to carry out the terms of this Agreement will be executed and delivered by each party at closing. This Agreement will be governed by and construed in accordance with the laws of the State of Florida. The venue for any lawsuit arising from this Agreement shall be in the State of Florida. In the event of any litigation arising out of this Agreement or the transactions contemplated herein, then each party shall be responsible for its own attorneys' fees and costs.

10. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance will, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected thereby but rather will be enforced to the greatest extent permitted by law.

11. **Time of Essence.** Time shall be of the essence as to all provisions of this Agreement.

12. **Notices.** Any and all notices required or permitted to be served pursuant to the terms of this Agreement shall be in writing and shall be given by overnight courier, with delivery fee prepaid and tracking information enabled, as follows:

To City:
City of Jacksonville Beach
Attn: City Manager
11 North Third Street
Jacksonville Beach, FL 32250

With a copy to:
City of Jacksonville Beach
Attn: City Attorney
11 North Third Street
Jacksonville Beach, FL 32250

To JTA:
Jacksonville Transportation Authority
P.O. Drawer "O"
100 N. Myrtle Ave.
Jacksonville, Florida 32203
Attention: Mr. Brad Thoburn
Phone: (904) 630-3181

With a copy to:
Broad and Cassel
390 N. Orange Avenue
Suite 1400
Orlando, FL 32801
Attention: Richard N. Milian, P.A.
Phone: (407) 839-4200

or to such other addresses as the parties shall designate in writing. Notice shall be deemed given when accepted by the overnight courier in the manner aforesaid.

13. **Brokerage.** City and JTA represent and warrant to each other that neither party has dealt with any brokers in connection with the transactions contemplated in this Agreement. Each party indemnifies and holds the other party harmless from any and all brokerage claims arising out of the respective party's actions, whether disclosed or undisclosed.

14. **WAIVER OF JURY TRIAL.** EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH

THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph.

ATTEST:

CITY OF JACKSONVILLE BEACH

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Attest: _____

(OFFICIAL SEAL)

Form Approved:

By: _____
Office of General Counsel

JTA, a body politic and corporate and an agency of the State of Florida

By: _____
Print Name: _____
Title: _____

Approved as to form

By: _____
General Counsel

Exhibit "A"

Legal Description of Property

A PART OF LOTS 10 AND 11, BLOCK 2, AVALON UNIT No. 2 AS RECORDED IN PLAT BOOK 21, PAGE 63 TOGETHER WITH A PART OF LOTS 10 AND 11, BLOCK 4, AVALON UNIT No. 3, SECTION " A " AS RECORDED IN PLAT BOOK 18, PAGE 28; ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEASTERLY CORNER OF SAID LOT 10, AVALON UNIT No. 3 LYING ON THE WESTERLY RIGHT OF WAY LINE OF PONCE DE LEON BOULEVARD (A 100 FOOT RIGHT OF WAY) SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1767.72 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 39.46 FEET, MAKING A CENTRAL ANGLE OF 01°6'44" AND HAVING A CHORD BEARING OF SOUTH 32°39'09" WEST, AND A CHORD DISTANCE OF 39.45 FEET TO THE LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 202 (J. TURNER BUTLER BOULEVARD, AS RECORDED IN MAP BOOK C, PAGE 84U OF SAID PUBLIC RECORDS); THENCE NORTH 74°11' 46" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 152.09 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. A-1-A (A 200 FOOT RIGHT OF WAY) SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2764.79 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.15 FEET, MAKING A CENTRAL ANGLE OF 01°53'20" AND HAVING A CHORD BEARING OF NORTH 12°24' 37" EAST, AND A CHORD DISTANCE OF 91.14 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 10, BLOCK 2, OF SAID AVALON UNIT No. 2; THENCE SOUTH 56°42'29" EAST, ALONG THE NORTHERLY LINE OF LOT 10, BLOCK 2, OF SAID AVALON UNIT No. 2 AND THE NORTHERLY LINE OF LOT 10, BLOCK 4, OF SAID AVALON UNIT No. 3, SECTION " A " , A DISTANCE OF 177.11 FEET TO THE POINT OF BEGINNING.

As depicted in a survey prepared by Boatwright Land Surveyors dated February 13, 2016 (File #2016-0168) attached to and made a part hereof.

Together With:

A PART OF LOTS 3, 4 AND 37, BLOCK 2, AVALON UNIT No. 3, SECTION "A" AS RECORDED IN PLAT BOOK 18, PAGE 28; OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEASTERLY CORNER OF SAID LOT 3, AVALON UNIT No. 3, LYING ON THE WESTERLY RIGHT OF WAY LINE OF SECOND STREET SOUTH (A 50 FOOT RIGHT OF WAY); THENCE SOUTH 01°45'00" EAST, ALONG THE SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 79.98, TO THE UNITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 202 (J. TURNER BUTLER BOULEVARD, AS RECORDED IN MAP BOOK C, PAGE 84U OF SAID PUBLIC RECORDS); THENCE NORTH 57°25'40" WEST, ALONG SAID UNITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 120.51 FEET; THENCE NORTH 69°44'33" WEST, CONTINUING ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 31.04 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF PONCE DE LEON BOULEVARD (A 100 FOOT RIGHT OF WAY) SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1667.72 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 49.79 FEET, MAKING A CENTRAL ANGLE

OF 01°42' 38" AND HAVING A CHORD BEARING OF NORTH 33°35' 02" EAST, AND A CHORD DISTANCE OF 49.76 FEET, TO A POINT ON THE EAST LINE OF LOT 37, BLOCK 2, OF SAID AVALON UNIT No. 3, SECTION "A"; THENCE SOUTH 01°45'00" EAST, ALONG THE EAST LINE OF LOT 37, BLOCK 2, OF SAID AVALON UNIT No. 3 SECTION "A", A DISTANCE OF 38.86 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 2, SAID AVALON UNIT No. 3, SECTION "A" ; THENCE NORTH 89°01' 06" EAST, ALONG THE NORTH LINE OF SAID LOT 3, BLOCK 2, AVALON UNIT No. 3, SECTION "A" , A DISTANCE OF 99.54 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM ABOVE LEGAL DESCRIPTIONS ANY PORTION LYING WITHIN ANY ROAD RIGHT OF WAY.

As depicted in a survey prepared by Boatwright Land Surveyors dated February 13, 2016 (File #2016-0169) attached to and made a part hereof.

Exhibit "B"

Benefited Properties Description

- A. LOT 9, (EX. PT. IN ST. RD.), BLOCK 2, AVALON UNIT NO. 2 AS RECORDED IN PLAT BOOK 21, PAGE 63 (Real Estate # 180451-0000)
- B. LOT 9, BLOCK 4, AVALON UNIT NO. 3, SECTION "A" AS RECORDED IN PLAT BOOK 18, PAGE 28 (Real Estate # 180494-0000)

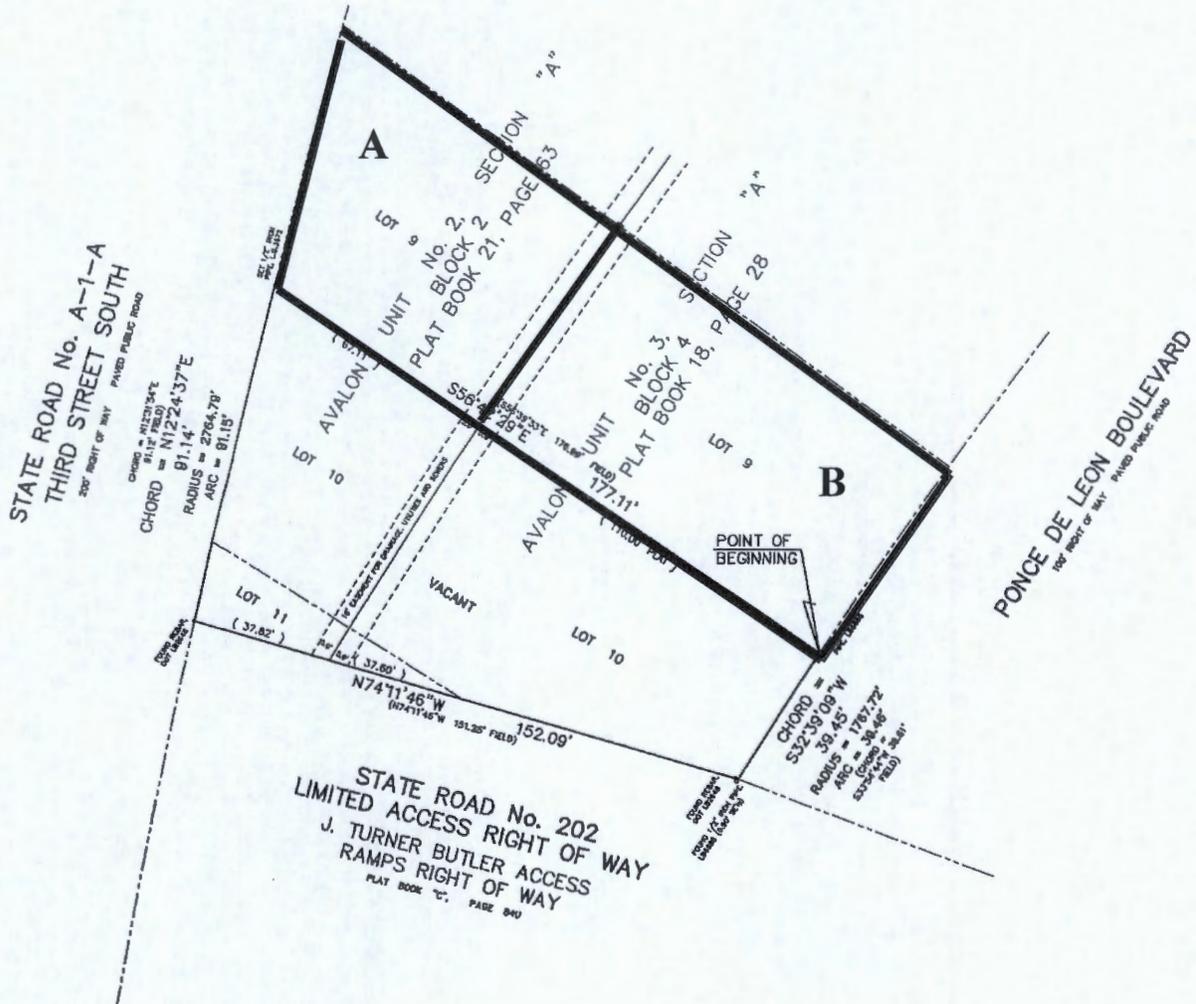


Exhibit "C"

**Form of Quit Claim Deed
[See following page.]**

PREPARED BY AND RETURN TO:
Robert F. Mallett, L.L.C.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

For Recording Purposes Only

NOTE TO CLERK: The property interest conveyed by this instrument is being transferred between two governmental entities. Accordingly, no documentary stamp tax is due and payable in connection with this instrument.

QUIT CLAIM DEED

THIS INDENTURE, made the ____ day of _____, 2017, by the **JACKSONVILLE TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the State of Florida, whose mailing address is P.O. Box "0", Jacksonville, FL 32203 ("Grantor"), to **THE CITY OF JACKSONVILLE BEACH**, a Florida municipal corporation, whose mailing address is 11 North Third Street, Jacksonville Beach, FL 32250 (the "Grantee").

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt and sufficiency being hereby acknowledged, does hereby remise, release and quitclaim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to certain real property located in Duval County, Florida (the "Property"), and more particularly described as follows:

See EXHIBIT "A"
attached hereto and incorporated herein

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity and claim whatsoever of said Grantor, either in law or equity, to the only proper use and benefit of the said Grantee forever, subject to any and all covenants, restrictions, agreements, encumbrances and easements of record; and provided that, this deed does not convey any right of access on, over or through any abutting limited access highway.

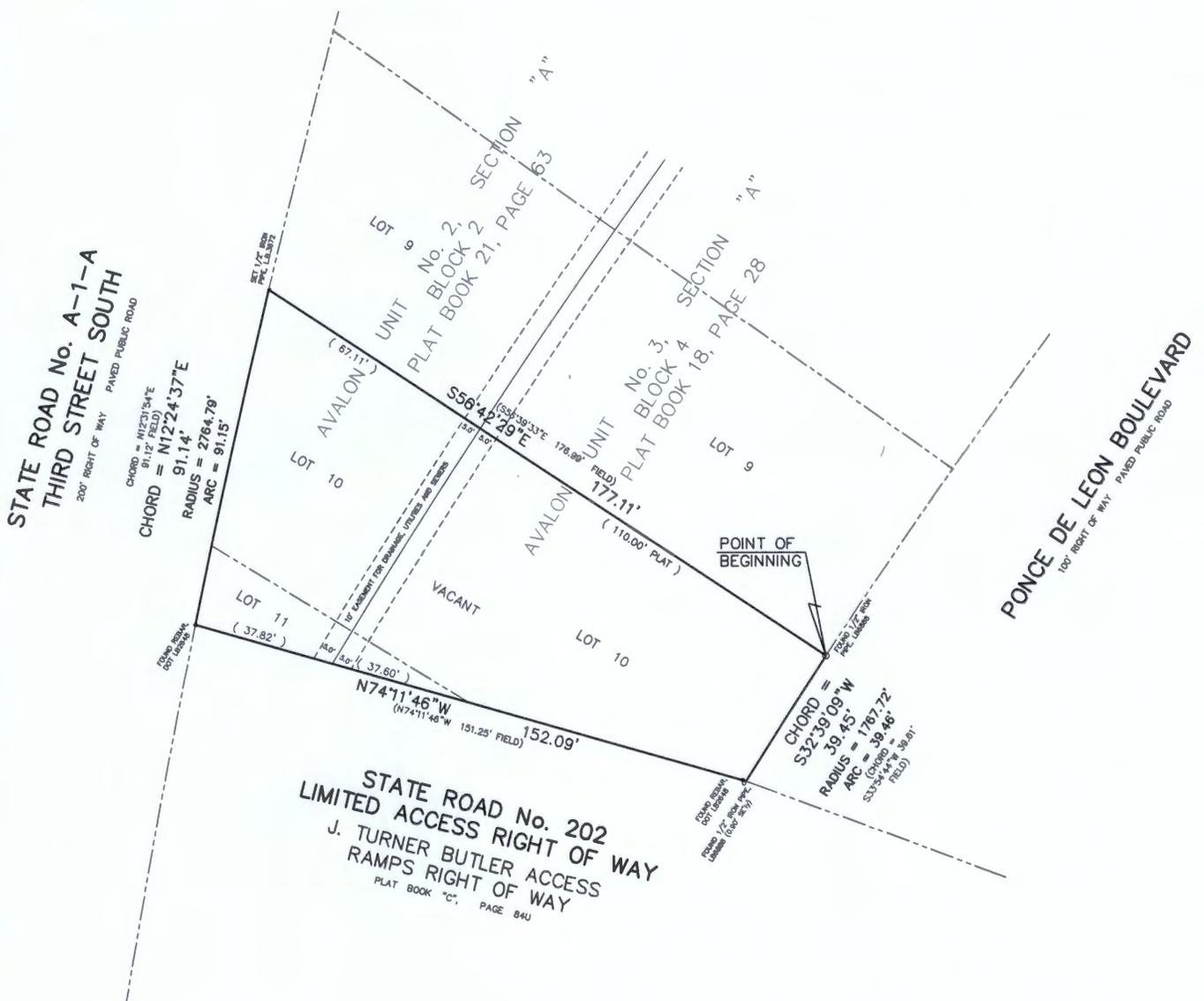
AND Grantor does NOT reserve any right, title or interest with respect to any phosphate, minerals, metals or petroleum or any right of entry under Florida Statutes Section 270.11(1) with respect to the Property, and Grantor specifically hereby releases and waives any rights under such statute with respect to the Property.

THE Property conveyed herein is being conveyed for nominal consideration for use by the Grantee for drainage or other public purposes only, and in the event the Property is no longer used for such public purpose, ownership and title to the Property will automatically revert to the Grantor.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED BY LAW FOR WHICH THIS DEED IS DELIVERED. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. GRANTEE HEREBY WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES GRANTOR OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH GRANTEE NOW HAS OR WHICH MAY ARISE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY RELATED TO OR IN CONNECTION WITH ANY PAST, PRESENT, OR FUTURE PHYSICAL CHARACTERISTIC OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY HAZARDOUS MATERIALS IN, AT, ON, UNDER OR RELATED TO THE PROPERTY.

MAP SHOWING SURVEY OF

A PART OF LOTS 10 AND 11, BLOCK 2, AVALON UNIT No. 2 AS RECORDED IN PLAT BOOK 21, PAGE 63 TOGETHER WITH A PART OF LOTS 10 AND 11, BLOCK 4, AVALON UNIT No. 3, SECTION "A" AS RECORDED IN PLAT BOOK 18, PAGE 28; ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEASTERLY CORNER OF SAID LOT 10, AVALON UNIT No. 3 LYING ON THE WESTERLY RIGHT OF WAY LINE OF PONCE DE LEON BOULEVARD (A 100 FOOT RIGHT OF WAY) SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1767.72 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG THE SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 39.46 FEET, MAKING A CENTRAL ANGLE OF 01°16'44" AND HAVING A CHORD BEARING OF SOUTH 32°39'09" WEST, AND A CHORD DISTANCE OF 39.45 FEET TO THE LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 202 (J. TURNER BUTLER BOULEVARD, AS RECORDED IN MAP BOOK C, PAGE 84U OF SAID PUBLIC RECORDS); THENCE NORTH 74°11'46" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 152.09 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. A-1-A (A 200 FOOT RIGHT OF WAY) SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2764.79 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 91.15 FEET, MAKING A CENTRAL ANGLE OF 01°53'20" AND HAVING A CHORD BEARING OF NORTH 12°24'37" EAST, AND A CHORD DISTANCE OF 91.14 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 10, BLOCK 2, OF SAID AVALON UNIT No. 2; THENCE SOUTH 56°42'29" EAST, ALONG THE NORTHERLY LINE OF LOT 10, BLOCK 2, OF SAID AVALON UNIT No. 2 AND THE NORTHERLY LINE OF LOT 10, BLOCK 4, OF SAID AVALON UNIT No. 3, SECTION "A", A DISTANCE OF 177.11 FEET TO THE POINT OF BEGINNING.



THE PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "X" (AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS WELL AS CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP NUMBER 12031C0419H, REVISED JUNE 3, 2013 FOR DUVAL COUNTY, FLORIDA.

- NOTES:
1. THIS IS A BOUNDARY SURVEY.
 2. BEARINGS BASED ON THE SOUTHERLY PROPERTY LINE BEING N74°11'46"W AS PER PLAT.
 3. NO BUILDING RESTRICTION LINES AS PER PLAT.

THIS SURVEY WAS MADE FOR THE BENEFIT OF THE CITY OF JACKSONVILLE BEACH.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

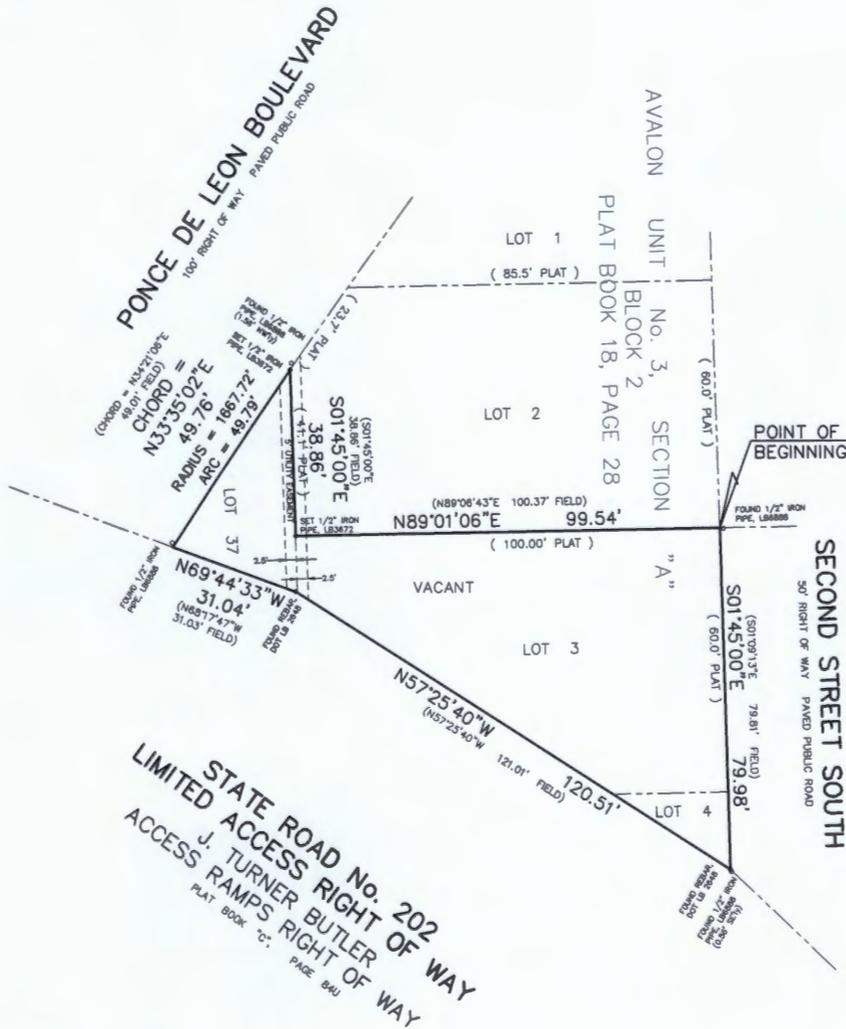
DONN W. BOATWRIGHT, P.S.M.
 FLORIDA LIC. SURVEYOR and MAPPER No. LS 3295
 FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. LB 3672

MAP SHOWING SURVEY OF

A PART OF LOTS 3, 4 AND 37, BLOCK 2, AVALON UNIT No. 3, SECTION "A" AS RECORDED IN PLAT BOOK 18, PAGE 28; OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEASTERLY CORNER OF SAID LOT 3, AVALON UNIT No. 3, LYING ON THE WESTERLY RIGHT OF WAY LINE OF SECOND STREET SOUTH (A 50 FOOT RIGHT OF WAY); THENCE SOUTH 01°45'00" EAST, ALONG THE SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 79.98, TO THE LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 202 (J. TURNER BUTLER BOULEVARD, AS RECORDED IN MAP BOOK C, PAGE 84U OF SAID PUBLIC RECORDS); THENCE NORTH 57°25'40" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 120.51 FEET; THENCE NORTH 69°44'33" WEST, CONTINUING ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 31.04 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF PONCE DE LEON BOULEVARD (A 100 FOOT RIGHT OF WAY) SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1667.72 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 49.79 FEET, MAKING A CENTRAL ANGLE OF 01°42'38" AND HAVING A CHORD BEARING OF NORTH 33°35'02" EAST, AND A CHORD DISTANCE OF 49.76 FEET, TO A POINT ON THE EAST LINE OF LOT 37, BLOCK 2, OF SAID AVALON UNIT No. 3, SECTION "A", A DISTANCE OF 38.86 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 2, SAID AVALON UNIT No. 3, SECTION "A"; THENCE NORTH 89°01'06" EAST, ALONG THE NORTH LINE OF SAID LOT 3, BLOCK 2, AVALON UNIT No. 3, SECTION "A", A DISTANCE OF 99.54 FEET TO THE POINT OF BEGINNING.



0 10 20 40
 SCALE: 1" = 20'



- NOTES:
 1. THIS IS A BOUNDARY SURVEY.
 2. BEARINGS BASED ON SOUTHERLY PROPERTY LINE BEING N57°25'40"W AS PER PLAT.
 3. NO BUILDING RESTRICTION LINES AS PER PLAT.

THE PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "X" (AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS WELL AS CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP NUMBER 12031C0419H, REVISED JUNE 3, 2013 FOR DUVAL COUNTY, FLORIDA.

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DONN W. BOATWRIGHT, P.S.M.
 FLORIDA LIC. SURVEYOR and MAPPER No. LS 3295
 FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. LB 3672

EXHIBIT "A"
LEGAL DESCRIPTION

A PART OF LOTS 10 AND 11, BLOCK 2, AVALON UNIT No. 2 AS RECORDED IN PLAT BOOK 21, PAGE 63 TOGETHER WITH A PART OF LOTS 10 AND 11, BLOCK 4, AVALON UNIT No. 3, SECTION " A" AS RECORDED IN PLAT BOOK 18, PAGE 28; ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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As depicted in a survey prepared by Boatwright Land Surveyors dated February 13, 2016 (File #2016-0168) attached to and made a part hereof.

Together With:

A PART OF LOTS 3, 4 AND 37, BLOCK 2, AVALON UNIT No. 3, SECTION "A" AS RECORDED IN PLAT BOOK 18, PAGE 28; OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EXCEPTING FROM ABOVE LEGAL DESCRIPTIONS ANY PORTION LYING WITHIN ANY ROAD RIGHT OF WAY.

As depicted in a survey prepared by Boatwright Land Surveyors dated February 13, 2016 (File #2016-0169) attached to and made a part hereof.

WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunder affixed by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

“GRANTOR”

**JACKSONVILLE TRANSPORTATION
AUTHORITY**, a body politic and corporate,
and an agent of the State of Florida

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

Name: _____

Title: _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by as the _____ of the Jacksonville Transportation Authority, a body politic and corporate and an agency of the State of Florida, on behalf of the Authority. He/she is personally known to me or has produced _____ as identification.

Print Name: _____

Notary Public, State of Florida

Commission No. _____

My commission expires:

(Notary Seal)

Approved as to Form for Execution by
Authorized Signatory of the
Jacksonville Transportation Authority
Legal Consultant: BROAD AND CASSEL

By: _____
Robert F. Mallett, L.L.C.



City of

Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6226

Fax: 904.270.1639

www.jacksonvillebeach.org

TO: George D. Forbes
City Manager

FROM: Allen Putnam
Director, Beaches Energy Services

DATE: August 10, 2017

RE: Approval of the Florida Statewide Mutual Aid Agreement

ACTION REQUESTED:

Authorize the Mayor and City Manager to execute the *Florida Electric Utilities' Statewide Mutual Aid Assistance Compact*.

BACKGROUND:

Last fall, the State and Florida's electric utilities experienced the first hurricane impacts in nearly a decade. This experience renewed the commitment of Florida's utilities to mutual aid coordination, which has a long history in the State. In early spring of 2017, the Florida Electric Power Coordinating Group, Inc. (FCG), began coordination of a statewide effort to update the mutual aid coordination of all of Florida's electric utilities.

The culmination of this work is the attached *Florida Electric Utilities' Statewide Mutual Aid Assistance Compact (the Compact)*. The Compact has, as attachments, sample mutual aid agreements for each of Florida's five (5) investor owned utilities (IOUs). By Beaches Energy Services' execution of the Compact, we will have the ability to individually access mutual aid assistance from any of the IOUs, using the sample mutual aid agreements attached.

The compact provides an updated framework for Beaches Energy Services and the IOUs to engage in mutual aid assistance when events impact our utility systems. It does not replace the existing mutual aid agreements that are already exist among the municipal utilities and with the State's electric cooperative utilities. Rather, the Compact provides another mutual aid tool for the benefit of all members.

What follows is a short summary of the Compact's terms:

- The purpose of the Compact is to permit its Participants (as defined) to collaborate, facilitate, and coordinate on mutual aid assistance;



- FCG agrees to take on specific roles for coordinating annual meetings concerning mutual aid and keeping certain information up-to-date;
- each request for mutual aid assistance is discretionary, and any participant that receives such a request has the discretion to respond;
- the terms of the Compact may be incorporated into a mutual aid agreement;
- in the event of a conflict between the Compact and a mutual aid agreement, each mutual aid agreement will control;
- safety coordination and cost reimbursement are addressed;
- the term of the Compact is five years, except that a participant can withdraw on 30 days advance notice;
- each mutual aid agreement sample agreement also has a 30-day termination notice provision;
- the Compact includes provisions on dispute resolution and public records; and
- other general terms are provided for.

The particulars governing each mutual aid assistance effort will be covered in mutual aid agreements. These are not unlike provisions of other mutual aid agreements which we are familiar with, with one notable exception.

Each sample mutual aid agreement includes an indemnity provision which requires the Requesting Party to indemnify, defend, and hold harmless the Responding Party (as defined) for all claims for personal injury and property damage related to the mutual aid assistance. This indemnity provision is standard in each Investor Owned Utilities mutual aid agreements with each of the other IOUs.

Through the Florida Electric Power Coordinating Group-coordinated effort, we will continue to work on other ways of handling the indemnity issue, including through the possible development of an insurance policy that is specific to the Compact or to mutual aid assistance events.

I believe the Compact and the attached sample mutual aid agreements provide valuable tools for us in the event that mutual aid assistance is needed. While we

will have to evaluate the risks that we would assume under the indemnity terms, these mutual aid agreements are still valuable opportunities to access help from the State IOUs in times of need.

RECOMMENDATION:

Approve the execution of the *Florida Electric Utilities' Statewide Mutual Aid Assistance Compact* by the Mayor and City Manager.

FLORIDA ELECTRIC UTILITIES'
STATEWIDE MUTUAL AID ASSISTANCE COMPACT

a mutual effort of each of the

PARTICIPANTS

listed on the Index of Participants

Dated as of

June 29, 2017

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FLORIDA ELECTRIC UTILITIES'
STATEWIDE MUTUAL AID ASSISTANCE COMPACT

This Florida Electric Utilities' Statewide Mutual Aid Assistance Compact (this "**Compact**") is dated as of June 29, 2017, and is a mutual effort of each of the entities listed on the index of participants by and through their signatory trade associations or as individual signatories to this Compact (each being a "**Participant**").

The Participants have established and implemented an effective process by which each may receive or provide for the provision of personnel and equipment to assist in the restoration of electric distribution, transmission, and other electric utility facilities and systems after disruption or damage due to weather events, equipment malfunctions, accidents, sabotage, or other events in which assistance is requested ("**Mutual Aid Assistance**").

The purpose of this Compact is to strengthen the provision of Mutual Aid Assistance on a statewide basis among all providers and users of the electric utility industry in Florida, including municipal electric utilities and investor owned utility companies. The parties to this Compact (comprised of investor owned electric utilities, industry organizations, and public power utilities) are committed to provide for the greater effectiveness and strength of Mutual Aid Assistance for the benefit of Florida's residents, as described in this Compact.

The Participants therefore agree as follows:

Article 1
OUR PURPOSE: MUTUAL AID ASSISTANCE

1.1 **Purpose.** (a) Each Participant may from time to time in the event of an emergency or other occasion have the need or desire to call upon one or more other Participants for Mutual Aid Assistance. Florida's experience and history shows that Participants are willing and able to furnish Mutual Aid Assistance when they can reasonably do so. Mutual Aid Assistance provides an important economic benefit to Floridians, and Participants recognize the critical role they can play in providing for restoration of the electric utility system in times of need.

(b) Different organizations in the electric utility industry in Florida can contribute different resources to the statewide effort that this Compact aims to achieve. Participants that own or operate distribution, transmission, or generation facilities have and can provide each other with personnel and equipment when Mutual Aid Assistance is needed. Additionally, industry organizations, joint action agencies, and generation and transmission cooperatives can function as:

- (1) *collaborators* with those directly providing Mutual Aid Assistance, where those organizations' knowledge of the industry and broad industry contacts can serve as another resource that can be mustered to provide or further the provision and coordination of Mutual Aid Assistance;

- (2) *facilitators* of practices, lessons learned, and planning activities to prepare for and learn from mutual aid events; and
- (3) *coordinators* of member entities for regulatory, industry, and public communications related to Mutual Aid Assistance.

It is agreed that each Participant has a necessary role to play in achieving the goals that are the aim of this compact, subject to each Participant's own operational, legal and financial needs and other mutual aid obligations that predate this Compact or are entered into after the date of this Compact.

(c) It is understood and agreed that this Compact is not the exclusive Mutual Aid Assistance agreement of the Participants. Any of the Participants may enter into other agreements or arrangements for the provision of Mutual Aid Assistance after the date of this Compact, and certain of the Participants may have Mutual Aid Assistance agreements or arrangements that predate this Compact, which continue in full force and effect. However, this Compact serves as a mechanism for investor owned utilities to render and receive Mutual Aid Assistance, when feasible, to and from municipal electric utilities and other public power organizations in the State of Florida.

1.2 **FMPA.** Florida Municipal Power Agency, as a Participant, hereby agrees to support and aid its members in Florida in their Mutual Aid Assistance efforts, including through supportive member services and resource sharing, where possible and subject to applicable legal limitations.

1.3 **FMEA.** Florida Municipal Electric Association, Inc. ("**FMEA**"), as a Participant, hereby agrees to support and aid their member cooperatives and public power utilities, respectively, in their Mutual Aid Assistance efforts.

1.4 **FCG.** Florida Electric Power Coordinating Group, Inc. ("**FCG**"), as a Participant, agrees to coordinate administrative functions associated with the furtherance of this Compact. To this end, FCG will particularly perform the following tasks:

- (1) schedule and support the holding of an annual meeting of the Participants and others during April of each year to discuss preparation and coordination for the upcoming "**Atlantic Hurricane Season,**" which is June 1 through November 30 of each calendar year;
- (2) facilitate the upkeep and current status of information on schedule 2.1 for each Participant and act as a central point of Participant contact for changes in this information; and
- (3) schedule and support the holding of an annual meeting of the Participants at the conclusion of the Atlantic Hurricane Season (in November or December), if Florida is

affected, to discuss lessons learned and facilitate the Participants' review of the need for updates or amendments to this compact.

1.5 **Provision of Mutual Aid Assistance.** A Participant requesting Mutual Aid Assistance (the "**Requesting Participant**") and a Participant willing to furnish Mutual Aid Assistance as requested (the "**Responding Participant**"), may enter into a mutual aid agreement as the Requesting Participant and the Responding Participant may agree (each, a "**MAA**"). Sample forms of an MAA for each investor owned utility are attached to this Compact in Exhibit A. When the Requesting Participant and the Responding Participant both sign a MAA, they may agree to incorporate the terms of this Compact into and make them a material part of the MAA, as further provided for in section 6.1. In the event there is a conflict between a MAA and the body of the Compact, the terms of the MAA shall control.

Article 2

GOVERNING TERMS COVERING MUTUAL AID AGREEMENTS

2.1 **Request for Mutual Assistance.** (a) A Requesting Participant agrees to make its request for Mutual Aid Assistance to the Responding Participant within a reasonable time period after determining Mutual Aid Assistance is needed and with reasonable specificity. The Requesting Participant shall indicate to the Responding Participant the type and size of trucks and other equipment desired, as well as the number and job function of personnel requested. The Requesting Participant agrees to compensate the Responding Participant as specified in those Participants' MAA.

(b) Information will be collected by FCG each year, pursuant to clause (2) of section 1.4, from each Participant in the form provided in schedule 2.1, which may be amended from time to time by FCG, in consultation with the Participants.

2.2 **Discretion to Respond.** The rendering of Mutual Aid Assistance is entirely at the discretion of a Responding Participant. The effectiveness of this Compact and the rendering of Mutual Aid Assistance is expressly not contingent upon a declaration of a major disaster or an emergency declaration by the federal or state government.

2.3 **Status of Employees.** Employees of the Responding Participant are at all times during the Work Period the employees of the Responding Participant, and are not employees of the Requesting Participant for any purpose, at any time. The wages, hours, and other terms and conditions of employment of Responding Participant are and remain applicable to the Responding Participant's employees during the Work Period.

2.4 **Requesting Participant System Requirements.** To the extent that the Requesting Participant must have Mutual Aid Assistance work on its electric system performed in compliance with particular design and/or construction standards that are applicable to the Requesting Participant, but may not be applicable to the Responding Participant, those standards will be communicated to the Responding Participant and the Responding Participant agrees to perform

all Mutual Aid Assistance work in conformity with those standards, where applicable. As an example, this would apply when a municipal electric utility or an investor owned utility is the Responding Participant and is performing system restoration work on the distribution system of an electric cooperative, where United States Department of Agriculture Rural Utilities Service (RUS) standards may be applicable to the system restoration work.

2.5 Safety Coordination. Whether receiving or giving assistance, safety will be the objective and responsibility of all. Each Requesting Participant will transfer relevant safety information to the Responding Participant(s), and direction for daily work activities will be given by the Requesting Participant at a "tailgate meeting" which will include the Responding Participant's field supervision and crew leaders. The lead personnel for Requesting Participant and Responding Participant will maintain communication and use their best efforts to address issues as they arise with the goal of working safely to achieve restoration in a timely manner and to meet the Requesting Participant's system requirements. Responding Participant will promptly report all accidents to Requesting Participant (any incident and/or injury).

2.6 Cost Reimbursement. All Mutual Aid Assistance work is done on a cost reimbursement basis. It is the intent of all Participants that no Mutual Aid Assistance will be rendered or priced to provide a profit to the Responding Participant. The Requesting Participant shall reimburse the Responding Participant for all costs and expenses incurred by the Responding Participant as a result of furnishing Mutual Aid Assistance. The Responding Participant shall furnish documentation supporting all expenses incurred by the Responding Participant.

2.7 Contractor Release. If a Participant receives a request for Mutual Aid Assistance, Participant may, at its option, supply the Requesting Participant with the name and contact information of one or more contractors. However, it shall be the obligation of the Requesting Participant to negotiate directly with any such contractor.

Article 3 TERMINATION

3.1 Term; Effectiveness. The initial term of this Compact is five years. After the initial term, the Compact automatically renews on a year-to-year basis. However, any Participant may terminate its participation in this Compact by providing at least 30 days prior Notice (as defined in section 6.2) of its intent to terminate participation in the compact to all other Participants.

3.2 Savings Clause. In the event there is an open MAA under which any Participant to that MAA still owes some obligation or performance to another Participant, at the time of the giving of a termination notice pursuant to section 3.1, that MAA is hereby deemed to be unaffected by such termination notice, and the Participants that are parties to such MAA are obliged to perform all obligations in accord with the terms of the MAA, including, if applicable, section 6.1 of this compact, which survives termination of the compact for the open MAA.

Article 4
USE OF INFORMATION

4.1 **Confidential Information.** (a) As the term is used in this article 4, “**Confidential Information**” means the confidential and proprietary information of a Participant, and includes without limitation all data, specifications, calculations, estimates, plans, drawings, construction or technical documents, photographs, summaries, spreadsheets, reports, memoranda, letters, email, and any other documents, instruments, information and materials of any nature whatsoever, whether oral, written or recorded in another medium, relating to the business, facilities, or operations of that Participant which has been or may afterwards be provided or disclosed pursuant to clauses (1) or (2) of section 4.1(b). “Confidential Information” includes any information in any form that is marked as Critical Energy Infrastructure Information (CEII).

(b) It is understood and agreed that certain of the Participants that are listed on the Index of Participants under the heading “Public Power Organizations” (each, a “**Public Participant**”) may be subject to the provisions of chapters 119 and 286, Florida Statutes (collectively, the “**Sunshine Law**”). In recognition of the requirements of the Sunshine Law, it is agreed that any Participant may take the following precautions for information that is shared with a Public Participant under this compact:

- (1) such a Participant may designate any tangible Confidential Information as “PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION” with a label or statement affixed to each such tangible Confidential Information at the time that it is shared with a Public Participant, and
- (2) for Confidential Information that is shared orally, such a Participant may within two business days of sharing the oral Confidential Information provide Notice (as defined in section 6.2) to the Public Participant that the information shared orally is proprietary confidential business information, including a description of the Confidential Information, described with reasonable particularity.

4.2 **Recipient Obligations.** A Participant that receives Confidential Information agrees that it will be considered confidential and the proprietary property of the disclosing Participant, and the recipient Participant, unless prohibited by Florida law, shall hold the same in confidence. A recipient Participant, to the extent permitted by Florida law, shall not disclose, publish, or otherwise reveal any Confidential Information to any third party except after receipt of the authorization of the disclosing Participant.

4.3 **Required Disclosure.** Notwithstanding section 4.2, a Public Participant may disclose Confidential Information received from a non-Public Participant (a “**Disclosing Participant**”) if necessary, in the opinion of its legal counsel, to comply with the Sunshine Law or any order, regulation, ruling, subpoena, or order of a governmental authority or tribunal with competent jurisdiction. In the event that a Public Participant is requested or required to disclose any Confidential Information, it shall promptly notify the Disclosing Participant of the request or

requirement prior to disclosure, if reasonably possible, so that the Disclosing Participant may, if it elects, seek an appropriate protective order or other designation of such Confidential Information as containing trade secrets or other commercially sensitive information or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. All costs of seeking any protective order or other designation and for contesting, limiting, or protecting the disclosure of Confidential Information in response to a valid request to or demand upon a Public Participant shall be borne and paid in full by the Disclosing Participant. With respect to any disclosure made by a Public Participant pursuant to this section 4.3, the Public Participant shall furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its legal counsel, is consistent with the scope of the request or demand to disclose and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

4.4 Other Information. (a) A Participant has no obligation under this article 4 with respect to Confidential Information which (1) is, or becomes publicly available without breach of this article 4 by the Participant; (2) is rightfully received by the Participant without obligations of confidentiality; (3) is developed by the Participant without breach of this article 4; or (4) is a public record which Receiving Party is obligated by Florida law to disclose to a third party in the opinion of legal counsel for the Participant. It is hereby agreed that this article 4 survives termination of the compact for a term of two years after the effectiveness of any Participant's termination.

(b) Even if Public Participants are subject to the Sunshine Law, it is agreed and understood by all Participants that each of the Public Participants may still have information that is proprietary and confidential information (e.g., as defined in section 812.081(c), Florida Statutes) or otherwise subject to limitations in disclosure under the Sunshine Law.

Article 5 DISPUTE RESOLUTION

5.1 Handling Disputes. In the event of a dispute relating to or arising out of this Compact, including each MAA, the Participants who are parties to the dispute agree to attempt to resolve the dispute pursuant to the terms of this article 5. A Participant shall begin this dispute resolution process by giving Notice (as defined in section 6.2) of the dispute, together with reasonable details of the facts and positions of the Participant, to the other Participant (a "**Dispute Claim**"). The Participants hereby agree that they will first engage in negotiations to resolve any dispute. Such negotiations must include, without limitation, the following steps:

- (1) The dispute will be first reviewed by each Participant's primary contact person for the events related to the dispute. These primary contact persons for each Participant shall endeavor to define the issues underlying the dispute and prepare a joint recommendation for resolution of the dispute.
- (2) If at any time the primary contact person for any Participant to a dispute is unwilling or unable to accept a resolution of the dispute as proposed by another Participant, or more

than 30 days have elapsed since the date of the Dispute Claim, then the dispute, along with an explanation of the underlying issues, must be presented to the president, general manager, or other chief executive officer of each affected Participant (collectively, the “**Executives**”). The Executives shall diligently work toward a mutual agreeable and timely resolution of the dispute.

5.2 **Not an Exclusive Remedy.** The rights and remedies set forth in this article 5 are not intended to be exhaustive and the exercise by a Participant of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist in law or in equity or by statute or otherwise.

5.3 **Costs.** Each Participant shall bear its own costs for dispute resolution, pursuant to this article 5 and otherwise.

5.4 **Mitigation of Damages.** Nothing in this Compact is to be construed to limit any Participant’s duty to mitigate damages to the extent required by law.

5.5 **Consequential Damages.** No Participant shall be liable to another Participant for any special, indirect, incidental, punitive, or consequential damages, including lost profits or revenue or other business interruption damages under, arising out of, due to, or in connection with its performance or nonperformance pursuant to this Compact (collectively, “**Special Damages Claims**”), whether any such claim is based on contract, tort (including negligence), strict liability, warranty, or otherwise. However, if Participants agree to indemnity terms in an MAA that may cover Special Damages Claims, this section 5.5 is not intended, nor is it to be construed, to be a limitation on such indemnity terms in the MAA.

Article 6 GENERAL PROVISIONS

6.1 **Integration of Terms.** If specifically agreed to by a Requesting Participant and a Responding Participant, Articles 2, 3, 4, 5, and 6 of this Compact are deemed by the Participants to be applicable to, and incorporated into, every MAA entered into pursuant to this Compact, and such provisions form an integral part of each MAA and are a material inducement to the Participants entering into each MAA.

6.2 **Notices.** (a) Each Participant giving or making any notice pursuant to this Compact (each, a “**Notice**”) shall give such Notice in writing and use one of the following methods of delivery, each of which for purposes of this Compact is a writing: email, facsimile, personal delivery, overnight courier (*e.g.*, FedEx or UPS), or U.S. mail (return receipt requested and postage prepaid).

(b) A Participant giving a Notice shall address the Notice to the appropriate person at the receiving Participant (the “**Addressee**”) at the address listed in schedule 2.1 or to

another Addressee or another address as designated by a party in a Notice pursuant to this section 6.2.

(c) Except as provided elsewhere in this compact, a Notice is effective only if the Participant giving the Notice has complied with subsections (a) and (b) and if the Addressee has received the Notice.

6.3 **Governing Law.** This Compact is governed by and is to be construed in accordance with the laws of the State of Florida.

6.4 **Severability.** In the event that any of the terms, covenants or conditions of this Compact, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction under the circumstances, the remainder of this Compact and the application of its terms, covenants or conditions to such persons or circumstances shall not be affected by that invalidity.

6.5 **Amendment and Conflict.** No amendment to this Compact is valid unless mutually agreed and signed by all Participants. In the event of a conflict between the terms of an MAA and this Compact, the MAA terms control.

6.6 **Construction.** This Compact reflects the negotiated agreement of the Participants. Accordingly, this Compact is to be construed as if the Participants jointly prepared it, and no presumption shall be made as to whether one party or another prepared this instrument for purposes of interpreting or construing any of the provisions of this Compact or otherwise.

6.7 **Headings for Convenience Only.** The headings provided in this Compact are for convenience only and do not affect its meaning.

6.8 **Counterparts.** This Compact may be executed in counterparts, each of which is hereby deemed to be an original, but all of which together shall constitute one and the same instrument.

Article 7

EFFECT AND NATURE OF THIS COMPACT

7.1 **Basis for a Binding Agreement.** (a) The provisions of this Compact are intended by the Participants to form the basis upon which Participants may enter into a MAA for the provision and receipt of Mutual Aid Assistance. The Participants intend this Compact to further their mutual efforts to strengthen the statewide Mutual Aid Assistance relationship among all Participants, but nothing in this Compact is binding upon any Participant, unless a Participant agrees to an MAA or other agreement incorporating the terms, in whole or in part, of this Compact, except as provided in section 7.2.

(b) Notwithstanding the fact that some Participants are members of organizations that are also signing this Compact as Participants (i.e., FCG, FMEA, and FMFA),

certain Participants desire to sign this Compact individually to memorialize their individual commitment to the aims of this Compact and to represent their support for the value that this Compact provides for each of such Participant's customers, although no further obligation or duty applies to such Participants by virtue of their individual execution of this Compact.

(c) In recognition of subsection (a), FMEA and FMFA are signing this Compact for themselves and on behalf of their members to provide the opportunity for all Participants, as members of FMEA and FMFA, to make use of this Compact for the benefit of their customers and members, and those who ultimately rely upon the service that the Participants provide.

7.2 **Obligations.** Certain of the Participants are members of FCG, and FCG recognizes and agrees to fulfill its obligations provided for in section 1.4, for the benefit of its membership and the Participants, except that FCG hereby expressly disclaims all legal liability for damages of any kind, and no Participant may bring an action against FCG, in law or in equity, for any failure of FCG to meet the requirements of section 1.4.

[Signature Pages Follow]

The Participants are signing this Florida Electric Utilities' Statewide Mutual Aid Assistance Compact as of the date stated in the introductory paragraph.

(pursuant to section 7.2)
FLORIDA ELECTRIC POWER COORDINATING
GROUP, INC.

By: _____
Tanya Portillo
Executive Director

***Investor Owned Utility Companies
(pursuant to section 7.1(a))***

DUKE ENERGY FLORIDA, LLC

FLORIDA POWER & LIGHT COMPANY

By: _____
Harry Sideris
State President

By: _____
Eric Silagy
President and CEO

FLORIDA PUBLIC UTILITIES COMPANY

GULF POWER COMPANY

By: _____
Jeff Householder
President

By: _____
Adrienne Collins
Vice President, Power Delivery

TAMPA ELECTRIC COMPANY

By: _____
Gerard Chasse,
Vice President, Electric Delivery

Individual Signatory Participants
(pursuant to section 7.1(b))

CITY OF GAINESVILLE, FLORIDA

CITY OF JACKSONVILLE BEACH, FLORIDA doing
business as BEACHES ENERGY SERVICES

By: _____
Edward J. Bielarski, Jr.
General Manager for Utilities

By: _____
Allen Putnam
Managing Director

JEA
By: _____ [Name] [Title]
Attest _____ [Title]
Form Approved _____
Office of the General Counsel

KISSIMMEE UTILITY AUTHORITY

By: _____
James C. Welsh
President and General Manager, CEO

CITY OF LAKELAND, FLORIDA, doing business
as LAKELAND ELECTRIC

CITY OF OCALA, FLORIDA

By: _____
Joel Ivy
General Manager

By: _____
[Name]
[Title]

ORLANDO UTILITIES COMMISSION

CITY OF TALLAHASSEE, FLORIDA

By: _____
[Name]
[Title]

By: _____
Reese Goad
Deputy City Manager

Approved as to Form: _____

***Industry Organizations
(pursuant to section 7.1(c))***

FLORIDA MUNICIPAL ELECTRIC ASSOCIATION,
INC.

FLORIDA MUNICIPAL POWER AGENCY

By: _____
Amy L. Zubaly
Executive Director

By: _____
Jacob A. Williams
General Manager and CEO

Schedule 2.1
MUTUAL ASSISTANCE ROSTER

To be completed and submitted to the FCG
By May 1st of each year

Date _____
Name of Utility _____
Mailing Address _____
City, State, Zip _____

PRIMARY REPRESENTATIVE

Name _____
Title _____
Address _____
Day Phone# _____ Night Phone# _____ Cell Phone # _____
Email _____

ALTERNATE REPRESENTATIVE

Name _____
Title _____
Address _____
Day Phone# _____ Night Phone# _____ Cell Phone # _____
Email _____

General information to assist a requesting system in the selective process of calling for assistance:

Total available to assist others:

Maximum working kV: bare ____ glove ____ tool ____

System Voltages: ____ ____ ____ ____ ____ ____

Contractors: _____

Notes/Comments: _____

Exhibit A
SAMPLE MUTUAL AID AGREEMENTS FOR IOUs

- A-1 Duke Energy Florida, LLC
- A-2 Florida Power & Light Company
- A-3 Gulf Power Company
- A-4 Tampa Electric Company
- A-5 Florida Public Utilities Company

MUTUAL AID & EMERGENCY ASSISTANCE AGREEMENT

THIS MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT (the "**Agreement**") is entered into and effective on _____, 20__ (the "**Effective Date**"), by and between Duke Energy _____ with its principal office located at 550 South Tryon Street, Charlotte, North Carolina 28202 ("**Duke Energy**") and _____, located at _____, (the "**Electric Utility**"). Duke Energy and the Electric Utility may sometimes hereinafter be referred to individually as a "Party" or collectively as the "Parties". The Party requesting Emergency Assistance shall be referred to as the "Requesting Party" and the Party providing the Emergency Assistance shall be referred to as the "Responding Party".

WHEREAS, it is in the mutual interest of the Parties to enter into this Agreement whereby each Party may, upon request of the other Party, provide certain electric service restoration and/or maintenance services ("**Emergency Assistance**") when a Party's facilities suffer an outage or are otherwise damaged as a result of acts of the elements, equipment malfunctions, accidents, sabotage or other occurrences where the Parties deem Emergency Assistance to be necessary or advisable ("**Emergency Assistance Event**").

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Parties hereto intending to be legally bound, agree as follows:

1. Emergency Assistance.

Subject to the conditions set forth in this Agreement, the Parties agree to furnish qualified labor and supervision, equipment, materials, and transportation necessary to provide the Emergency Assistance services as requested by the Requesting Party; provided that, neither Party is obligated to provide such Emergency Assistance on any specific occasion, and shall be entitled in its sole discretion to determine whether or not to furnish such Emergency Assistance in response to any specific request. The Responding Party warrants that it shall provide the Emergency Assistance services in accordance with generally accepted industry practices.

2. Fees and Terms of Payment.

With respect to each Emergency Assistance Event, Requesting Party shall reimburse Responding Party for all costs and expenses incurred by Responding Party (including all contractor related costs) in providing Emergency Assistance as provided herein, unless otherwise agreed to in writing by both Parties; provided, however, that Responding Party must maintain auditable records.

3. Term and Termination.

3.1 Term; Termination for Convenience. Subject to the rights of early termination as set forth herein, this Agreement shall be effective on the Effective Date and continue in full force and effect until terminated by either Party for its convenience upon written notice to the other Party given not less than thirty (30) days in advance of the date of termination or in accordance with Section 3.2 (the "**Term**").

3.2 Termination for Default. A Party may terminate this Agreement immediately and without penalty in the event of a default by the other Party.

4. Emergency Assistance Events.

4.1 Commencement and Termination. An Emergency Assistance Event shall commence when personnel and/or equipment expenses are initially incurred by the Responding Party in response to the Requesting Party's request, including any request for the Responding Party to prepare its employees and/or equipment for transport to the Requesting Party's location but to await further instructions before departing. The Emergency Assistance Event shall terminate when such employees and/or equipment have been returned to the Responding Party, and shall include any mandated DOT rest time resulting from the assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g., cleaning off trucks, restocking minor materials, etc.).

4.2 Emergency Assistance Event Process. To the extent possible, the Parties should reach a mutual understanding and general agreement in advance as to the anticipated duration of the Emergency Assistance Event. For extended Emergency Assistance Events, the Parties will agree on a process for replacing or providing extra rest for the Responding Party's employees. It is understood and agreed that if (in the Responding Party's sole judgment) such action becomes necessary, then the decision to terminate the Emergency Assistance and recall employees, embedded contractors, and equipment lies solely with the Responding Party. The Requesting Party shall immediately take the necessary action to return such employees, embedded contractors, and equipment promptly.

5. Obligations of the Parties.

5.1 Supervisors. Responding Party shall make available at least one supervisor in addition to crew foremen. All instructions for work to be done by Responding Party's crews shall be given by Requesting Party to Responding Party's supervisor(s); or, when Responding Party's crews are to work in widely separate areas, to such of Responding Party's foremen as may be designated for the purpose by Responding Party's supervisor(s).

5.2 Safety Rules; OSHA. Responding Party's safety rules as well as all applicable laws including OSHA requirements shall apply to all work done by its employees. Unless mutually agreed otherwise, the Requesting Party's switching and tagging rules should be followed to ensure consistent and safe operation. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting and Responding Parties.

5.3 Site Access. Requesting Party shall be responsible for providing any necessary access to its property where Emergency Assistance is to be provided.

5.4 Documentation. Each Party shall, upon request of the other Party, provide any necessary plans, specifications, drawings, or information that may be necessary or useful in the performance of the Emergency Assistance, at no cost to the Requesting Party, but makes no warranty as to the accuracy or completeness of such materials.

5.5 Tools and Equipment. Requesting Party shall indicate to Responding Party the type and size of trucks and other equipment desired as well as the number of employees requested but the extent to which Responding Party makes available such equipment and employees shall be at Responding Party's sole discretion. Responding Party shall be responsible for equipping its employees with the necessary tools, clothing and safety devices in order to provide the Emergency Assistance in a safe and reliable manner, including, but not limited to, fire-retardant or all natural fiber clothing, hard hat, safety shoes, safety glasses, belts, harnesses and other similar tools which are reasonably necessary to perform the Emergency Assistance.

5.6 Support Functions. Unless otherwise agreed by the Parties, Requesting Party shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. As an exception to this, the Responding Party shall normally be responsible for arranging lodging and meals en route to the Requesting Party and for the return trip home. The cost for these in-transit expenses will be reimbursed by the Requesting Party.

6. Rates for Emergency Assistance.

6.1 Requesting Party shall reimburse Responding Party for all reasonably and necessarily incurred costs and expenses by Responding Party as a result of furnishing the Emergency Assistance. Such costs and expenses shall include, but not be limited to, the following:

- (i) Employees' wages and salaries for paid time spent in Requesting Party's service area and paid time during travel to and from such service area; plus Responding Party's standard payable additives to cover all employee benefits and allowance for vacation, sick leave and holiday pay, social and retirement benefits, all payroll taxes, workmen's compensation, employer's liability insurance and other contingencies and benefits imposed by applicable law or regulation.
- (ii) Employee travel and living expenses (meals, lodging and reasonable incidentals).
- (iii) Replacement cost of materials and supplies expended or furnished.
- (iv) Repair or replacement cost of equipment damaged or lost (except due to negligence).
- (v) Charges, at rates internally used by Responding Party, for the use of transportation equipment and other equipment requested.
- (vi) Administrative and general costs, which are properly allocable to the Emergency Assistance to the extent such costs, are not chargeable pursuant to the foregoing subsections.
- (vii) All contractor related costs.

6.2 Duke Energy and the Electric Utility agree to be responsible for payment of any of the charges associated with such Emergency Assistance without up-front estimates. Requesting Party shall pay all costs and expenses of Responding Party within sixty (60) days after receiving an invoice therefor.

7. Insurance.

7.1 Policies. During the term of this Agreement and any renewal or extension thereof, the Parties shall procure and maintain the following insurance coverages with insurers with a minimum A.M. Best rating of A -7, at their own expense (except as otherwise provided herein):

- (i) Commercial General Liability insurance with limits of not less than \$2,000,000 combined single limit liability insurance, on an occurrence basis, for personal injury, bodily injury, death, property damage, and coverage for products and completed operations
- (ii) Workers' compensation insurance with statutory limits and Employee Liability in an amount of \$1,000,000;
- (iii) Automobile Liability insurance covering all owned, hired and non-owned motor vehicles with a combined bodily injury and property damage single limit of not less than \$1,000,000; and
- (iv) Excess Liability coverage in amounts not less than \$2,000,000.

7.2 Certificate of Insurance; Self Insurance. The Parties expressly acknowledge that they shall be deemed to be in compliance with the provisions of this Section if they maintain a self-insurance program. Upon request, each Party shall provide the other Party with certificates of insurance demonstrating that it has obtained the required insurance coverage. Such certificates shall contain a statement that the insurance coverage shall not be materially changed or cancelled without providing at least thirty (30) days' prior written notice.

8. Indemnity.

8.1 Requesting Party shall indemnify, hold harmless and defend the Responding Party from and against any and all liability for loss, damage, cost, or expense that Responding Party may incur by reason of bodily injury, including death, to any person or persons, including employees, or by reason of damage to or destruction of any property, including the loss of use thereof, that result from furnishing Emergency Assistance and whether or not due in whole or in part to any act, omission, or negligence of Responding Party except to the extent that such death or injury to person, or damage to property is solely caused by the willful or wanton misconduct and/or gross negligence of the Responding Party. Where payments are made by the Responding Party under a workers' compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing Emergency Assistance, Requesting Party shall reimburse the Responding Party for such payments, except to the extent that such bodily injury or death is solely caused by the willful or wanton misconduct and/or gross negligence of the Responding Party.

8.2 In the event any claim or demand is made or suit or action is filed against Responding Party alleging liability for which Requesting Party shall indemnify and hold harmless Responding Party under paragraph 8.1 above, Responding Party shall promptly notify Requesting Party thereof. Upon receipt of notification from Responding Party, Requesting Party (at Requesting Party's sole cost and expense) shall settle, compromise or defend the same in such manner as Requesting party deems necessary or prudent; provided, however, Requesting Party shall not settle any such claim, demand, suit or action without the consent of Responding Party unless the settlement i) includes an unconditional release of Responding Party of all liability in respect of the claim, demand, suit or action; ii) does not impose any restriction on Responding Party; iii) does not have any negative effect on Responding Party's reputation; and iv) does not include a finding or admission by Responding Party of any violation or breach. Responding Party shall cooperate with Requesting Party's reasonable efforts to investigate, defend and settle the claim, demand, suit or action. At any time, however, Responding Party shall be entitled to participate in the defense of any such claim, demand, suit or action and to employ counsel at its own expense to assist in the handling of such claim, demand, suit or action.

9. Environmental Compliance.

9.1 Compliance with Laws. Responding Party shall comply with all applicable laws while performing the Emergency Assistance.

9.2 Asbestos. If Responding Party performs Emergency Assistance which disturbs friable asbestos and any other material regulated under 40 CFR SECTION 61 OR 763 and/or lead, Responding Party immediately shall notify Requesting Party. The Responding Party shall not manage such friable asbestos and any other material regulated under 40 CFR SECTION 61 OR 763 and/or lead without Requesting Party's prior approval. All materials furnished, delivered or installed by Responding Party and all equipment and tools used by on the Requesting Party's site shall contain less than one percent (1%) asbestos unless otherwise agreed to by the Parties in writing.

9.3 Releases. The Responding Party shall not release any regulated substance on Requesting Party's property. In the event the Responding Party releases any regulated substance on Requesting Party's property, the Responding Party immediately shall notify the Requesting Party and, unless otherwise instructed, remediate the release pursuant to all applicable environmental laws, under Requesting Party's direction and to Requesting Party's satisfaction. If the Responding Party fails to remediate a release as set forth above, Requesting Party may in its discretion remediate the release and otherwise perform Responding Party's obligations. Responding Party shall indemnify Requesting Party for Requesting Party's costs in performing Responding Party's remedial activities.

9.4 Hazardous Waste, Hazardous Substances, and Extremely Hazardous Substances. Responding Party shall notify Requesting Party of any hazardous waste (as defined by 42 U.S.C. Sections 6901 et seq., "The Resource Conservation and Recovery Act of 1976" as amended), any hazardous substances (as defined by 42 U.S.C. Sections 9601 et seq., "Comprehensive Environmental Response, Compensation and Liability Act of 1980" as amended), and any extremely hazardous substances (as defined by 42 U.S.C. Sections 11001 et seq., "Emergency Planning and Community Right-to-Know Act of 1986" as amended) which Responding Party generates on Requesting

Party's property. Responding Party shall deliver to Requesting Party for management any such hazardous waste, hazardous substances, or extremely hazardous substances and shall not remove such hazardous waste, hazardous substances, or extremely hazardous substances from Requesting Party's property unless otherwise instructed.

10. Limitation of Liability

Neither Party shall be liable, whether based on contract or tort (including negligence and strict liability), under any warranty or otherwise, relating to the Emergency Assistance or this Agreement, for any consequential, indirect, special, or incidental loss or damage, including any loss of use of, property, equipment or systems, loss by reason of plant shutdown or service interruption, costs of capital or expenses thereof, loss of profits or revenues or the loss of use thereof, or cost of purchased or replacement power (including additional expenses incurred in using existing power facilities). All the provisions of this Section shall also protect directors, officers, employees, agents of the respective Party and shall apply regardless of the fault (excluding gross negligence or willful misconduct), negligence or strict liability of the respective Party and its directors, officers, employees or agents.

11. Independent Contractor

Responding Party shall be an independent contractor and nothing contained herein shall be construed or interpreted as creating any other relationship between the Parties. Employees of Responding Party shall at all times continue to be employees of Responding Party, and shall not be deemed employees of Requesting Party for any purpose. All of Responding Party's agents and employees shall be subject solely to the control, supervision and authority of Responding Party, and Responding Party shall be solely responsible for making all payments that may be owed to, or required to be made on behalf of, its agents and employees, including, but not limited to, wages, taxes, assessments for unemployment insurance, social security and disability benefits, benefits (including health and retirement) and other fees.

12. Governing Law.

This Agreement shall be governed by the laws of the State of _____, except that the _____ conflict-of-laws provisions shall not be invoked in order to apply the laws of another state or jurisdiction.

13. Audit.

The Parties shall have the right at all reasonable times during the performance of the Emergency Assistance and for a period of three (3) years thereafter to inspect and audit the other Party's accounting books and records, as well as all technical project books and records relevant to any Emergency Assistance performed under this Agreement and to obtain accurate data with respect to total costs incurred in order to provide the Emergency Assistance. If any audit by a Party reveals charges or costs charged to or paid which are not proper or exceed the rates or amounts permitted hereunder for any such matters, then such Party shall be entitled upon demand for a refund from the other Party of all such amounts, plus interest thereon from the date of payment until the date of refund a rate of the lesser of (a) one percent (1%) per month or (b) the maximum rate allowed by law.

14. Notices;

Each Party shall designate a representative for the receipt of notices, which may be changed from time to time. All notices required to be given under the Agreement shall be in writing and delivered by fax, personal delivery, email, or U.S. mail. Notices shall be effective upon receipt or such later date specified in the notice.

15. Entire Agreement

This Agreement embodies the entire agreement between Duke Energy and the Electric Utility. The Parties shall not be bound by or liable for any statement, writing, representation, promise, inducement, or understanding not set forth above. No changes, modifications, or amendments to any terms and conditions in this Agreement are valid or binding unless agreed to by the parties in writing by their authorized representatives.

16. Survival

The indemnity, limitation on liability, confidentiality and audit sections of this Agreement shall survive the termination, cancellation, or expiration of this Agreement.

DUKE ENERGY _____

BY: _____
TITLE: _____
DATE: _____

[NAME OF ELECTRIC UTILITY]

BY: _____
TITLE: _____
DATE: _____

MEMORANDUM OF UNDERSTANDING AS TO MUTUAL ASSISTANCE

THIS MEMORANDUM OF UNDERSTANDING AS TO MUTUAL ASSISTANCE ("MOU") sets forth the terms and conditions to which [MUNI/CO-OP] and [Investor-Owned Utility] ("IOU") agree to be bound on all occasions when either party requests and receives ("Requesting Party") or provides ("Responding Party") Emergency Assistance (as such term is defined below) from or to the other pursuant to this MOU, subject to the below provisions.

The parties hereto desire to establish and implement a process whereby each party may receive and provide temporary assistance in the form of personnel and equipment and other resources, mutually agreed to by the parties, to aid in restoring and/or maintaining electric utility service when such service has been disrupted by acts of the elements, unexpected and emergency equipment malfunctions, accidents, sabotage, or any other occurrence for which emergency assistance is deemed to be necessary or advisable ("Emergency Assistance"). It is the intent of the parties to provide Emergency Assistance for the general benefit of the residents, businesses and industries served by a Requesting Party in times of emergency. The Emergency Assistance contemplated in this MOU will be provided on a not-for-profit basis by the Responding Party. The parties contemplate that the Emergency Assistance to be provided under this MOU will be infrequent and of a limited duration. In consideration of the foregoing, each party hereby agrees as follows:

I. MUTUAL ASSISTANCE

A. When providing Emergency Assistance to or receiving Emergency Assistance from another party, the parties will adhere to the written governing principles to govern Emergency Assistance arrangements between the parties (the "Principles") that are in effect as of the date of a specific request for Emergency Assistance, unless otherwise agreed to in writing by each party. The Principles are attached hereto as Exhibit A.

B. With respect to each Emergency Assistance event, the Requesting Party agrees that it will reimburse the Responding Party for all reasonable costs and expenses incurred by the Responding Party in providing Emergency Assistance as provided under the Principles, unless otherwise agreed to in writing by each party; provided, however, that the Responding Party must maintain auditable records in a manner consistent with the Principles.

C. Each party may withdraw from this MOU at any time by providing at last thirty (30) days' prior written notice to the other party. In such an event, the withdrawing party should provide written notice to:

To [MUNI/CO-OP]:

To [IOU]:

II. LABOR AND EQUIPMENT

A. Responding Party will provide only personnel who are qualified by the necessary education, training, and experience to perform the particular tasks assigned (e.g., persons experienced in appropriate utility overhead or underground electrical construction and maintenance). Responding Party is responsible for training its personnel and for ensuring they have the technical qualifications necessary to provide Emergency Assistance.

B. The parties agree that any business or technical information or data (whether oral, written, electronic, or otherwise and including a trade secret) of or about the other party or its affiliates (the "Disclosing Party") that is valuable (and not generally known or readily available to third parties) and that is transmitted to the other party (the "Receiving Party") during the term of this MOU or during negotiations concerning this MOU ("Confidential Information") will be deemed proprietary and confidential and of both tangible and intangible value to the owner. Receiving Party must not retain, disclose, or use any Confidential Information without Disclosing Party's prior written consent. Receiving Party will take all efforts necessary to protect and prevent any unauthorized use or disclosure and further agrees to cooperate with Disclosing Party's reasonable confidentiality requirements. Receiving Party will notify immediately Disclosing Party of any unauthorized disclosure or use of any Confidential Information of which Receiving Party becomes aware.

C. The parties acknowledge that MUNI is a government entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The parties further acknowledge that some, or all, of the materials or information provided by IOU to [MUNI] will be considered a "public record" which [MUNI], by law, is obligated to disclose upon request of any person for inspection and copying, unless the public record or the information is otherwise specifically exempt by statute. Should IOU provide [MUNI] with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, IOU shall indicate that belief by typing or printing, in bold letters, the phrase "Exempt from Disclosure" both on the initial page and on the face of each affected page of such material and shall submit to [MUNI] both a complete and a redacted version of such material, along with the statutory exemption applicable to the materials or information. Should any person request to examine or copy any material so designated, [MUNI] will produce for that person only the redacted version of the affected material or page(s) thereof. If the person requests to examine or copy the complete version of the affected material or page(s), [MUNI] shall notify IOU of that request, and IOU, within thirty-six (36) hours of receiving such notification, shall either permit or refuse to permit such disclosure or copying. If IOU refuses to permit disclosure or copying, IOU agrees to, and shall, hold harmless and indemnify [MUNI] for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by [MUNI], or assessed or awarded against [MUNI], in regard to [MUNI]'s refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and IOU is not initially named as a party, IOU shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality

of such material. This provision shall constitute [MUNI's] sole obligation with regard to maintain confidentiality of material or documents, of any kind, or any other information provided by IOU.

D. The parties agree that the actual or threatened disclosure or unauthorized use of Confidential Information would cause irreparable harm to Disclosing Party and that Disclosing Party will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent unauthorized disclosure or use of Confidential Information. The parties agree that: (i) the reasonable and necessary time for protecting Confidential Information will be the earlier of three years after termination of this MOU or three years after Disclosing Party withdraws from this MOU; and (ii) Confidential Information that constitutes a trade secret will be protected for the maximum period allowed by law. At Disclosing Party's request, or upon termination of this MOU, Receiving Party will, upon request, (1) return all Confidential Information to Disclosing Party or (2) destroy all Confidential Information and certify such destruction to Disclosing Party.

IV. INSURANCE

A. During the term of this MOU and for one year thereafter, each party will obtain and maintain, at its expense, the insurance coverage required in this Insurance section. Such coverage shall be self-insured or placed with financially reputable insurers rated "A" or better by A.M. Best and licensed to do business in all jurisdictions where any work is performed under this MOU.

B. Upon request, each party shall provide a certificate of insurance or evidence of self-insurance to the other, evidencing the following required insurance:

- (1) Workers' Compensation insurance in the form of and in the maximum amount provided for under any workers' compensation or similar law in the jurisdiction where any Responding Party is located, and Employer's Liability coverage with a limit of One Million Dollars (\$1,000,000) per accident.
- (2) Commercial General Liability or equivalent coverage, including coverage for Contractual Liability and Products/Completed Operations Liability, with limit of Three Million Dollars (\$3,000,000) combined single limit per occurrence.
- (3) Business Auto Insurance or equivalent coverage covering the ownership, maintenance, or use of any owned, non-owned, or hired automobile with a limit of Three Million Dollars (\$3,000,000) combined single limit per occurrence.
- (4) All liability insurance provided hereunder shall provide that:
 - (a) Each Responding Party, its officers, agents, employees, and volunteers are added as additional insureds on a primary non-contributory basis to the Requesting Party's Commercial General Liability and Business Auto insurance policies identified above.
 - (b) It includes an insurer's waiver of rights of subrogation in favor of the other party, and its employees and agents.

(c) It contains a severability of interest clause.

C. Nothing contained herein limits either party's liability to the other party to the limits of insurance certified or carried.

D. Regardless of any other MOU provision and regardless of availability under applicable law, no party will be liable under this MOU for lost profits or other consequential, special, indirect, treble, exemplary, incidental, or punitive damages under any circumstance.

E. The parties understand that each may be self-insured for the identified insurance requirements in Section IV.B.(1) through (4). However, the parties agree that such acceptance does not diminish the responsibilities to each other that would otherwise be covered by insurance if they were not self-insured.

V. INVOICING

A. All invoicing for Emergency Assistance rendered hereunder shall be performed consistent with the Principles. The parties shall submit reasonably detailed invoices that include the contract number and any applicable purchase order numbers, the type of service provided, the date of such service, and a breakdown of costs incurred for personnel, equipment, and materials. The parties are not required to submit a specific form as its invoice, but all invoices shall include the information requested above. Invoices that request reimbursement of expendable materials shall be supported by documentation. Responding Party should submit its "preliminary invoice" to Requesting Party within 90 calendar days from date released by the Requesting Party. Responding Party will provide any available supporting documentation at the time the preliminary invoice is submitted. Requesting Party should receive final invoice within 90 calendar days from invoice date of preliminary invoice and any supplemental supporting documentation.

B. Invoices shall be sent to the applicable party's accounts payable or procurement department via e-mail or regular mail as provided below:

To [MUNI/CO-OP]:

To IOU:

IV. GENERAL TERMS AND CONDITIONS

A. This MOU shall be for an initial term of five (5) years from the last date of execution set forth on the signature page below. Upon expiration of the initial term and each renewal term, the term of the MOU shall automatically be renewed for a subsequent five (5) year period without any action or notice required by or to parties, unless otherwise modified by both parties in writing. Provided, however, that this MOU may be terminated by any party as set forth in Section I.C. above.

B. Any party may elect not to provide services under this MOU at its sole discretion. The parties understand and acknowledge that they may be parties to other mutual assistance agreements, and that those other mutual assistance agreements may take precedence or priority over the Emergency Assistance requested under this MOU. Nothing in this MOU is intended to provide priority to a party in the event of any emergency.

C. Any party may, in execution of the terms of this MOU, involve other emergency response organizations through mutual-aid agreements, automatic-aid agreements, or subcontracts, or any applicable mutual-aid and emergency/disaster assistance statutes available at law. If such other parties are used, they shall be under such party's control and, for purposes of this MOU, shall be considered units of such party.

D. The parties agree that their requirements to hold harmless and defend a Responding Party shall be governed by the terms of the Principles.

IN WITNESS WHEREOF, the parties have executed this MOU as of the dates set forth below by their respective signatures.

_____ INVESTOR-OWNED UTILITY	_____ MUNI/CO-OP
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title
_____ Date	_____ Date

EXHIBIT A

PRINCIPLES APPLICABLE TO MOU AS TO MUTUAL ASSISTANCE

1. Safety of personnel and the public is the preeminent objective and responsibility of all involved parties throughout the emergency response. Responding Party's safety rules and work procedures shall apply to all work done by its personnel. Unless mutually agreed otherwise, the Requesting Party's switching and tagging rules should be followed to ensure consistent and safe operation. The Requesting Party shall provide to the Responding Party written guidelines as to the switching and tagging procedures utilized by the Requesting Party. The Requesting Party shall provide to the Responding Party a sufficient supply of switching/blocking tags suitable for use on the Requesting Party's facilities and equipment. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting Party and Responding Party.
2. To the extent possible, the parties should reach a mutual understanding and agreement in advance on the anticipated length – in general – of the Emergency Assistance period. For extended assistance periods, the parties should agree on the process for replacing, or providing extra rest for, the Responding Party's personnel. It is understood and agreed that if, in the Responding Party's judgment, such action becomes necessary, the decision to terminate the Emergency Assistance and recall personnel and equipment lies solely with the Responding Party. The Requesting Party will take the necessary action to return such personnel and equipment promptly.
3. The Emergency Assistance period shall commence when personnel and/or equipment expenses are initially incurred by the Responding Party in response to the Requesting Party's needs. (This would include any request for the Responding Party to prepare its employees and/or equipment for transport to the Requesting Party's location but to await further instructions before departing.) The Emergency Assistance period shall terminate when such employees and/or equipment have returned to the Responding Party, and shall include any mandated DOT rest time or union contracted rest time resulting from the assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g., cleaning off trucks, restocking minor materials, etc.).
4. Employees of Responding Party shall at all times during the Emergency Assistance period continue to be employees of Responding Party and shall not be deemed employees Requesting Party for any purpose. Responding Party shall be an independent contractor of Requesting Party and wages, hours, and other terms and conditions of employment of Responding Party shall remain applicable to its employees during the Emergency Assistance period.
5. It is the intent of the parties, to the fullest extent authorized by law, that the Responding Party (as the direct employer of the Responding Party's employees) and the Requesting Party (as the party responsible for reimbursing workers compensation benefits under Paragraph 12 below) both be entitled to workers' compensation immunity in the event a Responding Party's employee suffers injury or death during the course of any activities contemplated in the MOU. Accordingly, the MOU shall be implemented and interpreted in such a manner as will provide, to the fullest extent

possible, workers' compensation immunity to a Requesting Party in the event a Responding Party's direct employee suffers a work-related injury or death during the course of any activities contemplated in the MOU. Nothing in this paragraph, however, shall in any way affect or negate the Requesting Party's indemnity and/or reimbursement obligations to the Responding Party as set forth in these Principles.

6. Responding Party shall make available, upon request, a reasonable number of supervisors in addition to crew leads. Requesting Party shall provide all assignments for work to be done by Responding Party's crews to Responding Party's supervisors; or, when Responding Party's crews are to work in widely separate areas, to such of Responding Party's crew lead as may be designated for the purpose of Responding Party's supervisors.
7. Unless otherwise agreed by the parties, Requesting Party shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. As an exception to this, the Responding Party shall normally be responsible for arranging lodging and meals en route to the Requesting Party's service area and for the return trip home. The cost for these in-transit expenses will be covered by the Requesting Party, consistent with Paragraph 9 below.
8. Requesting Party may indicate to Responding Party the type and size of trucks and other equipment desired, as well as the number of job function of personnel requested, but the extent to which Responding Party makes available such equipment and personnel shall be at Responding Party's sole discretion.
9. Requesting Party shall reimburse Responding Party for all reasonable costs and expenses incurred by Responding Party as a result of furnishing Emergency Assistance. Responding Party shall furnish documentation of expenses to Requesting Party. Such costs and expenses shall include, but not be limited to, the following:
 - a. Employee wages and salaries (including those of Responding Party's contractors) for paid time spent in Requesting Party's service area, paid time during travel to and from such service area, and stand-by time and preparation time when notified to do so by Requesting Party, plus Responding Party's standard payable additives to cover all employee benefits and allowances for vacation, sick leave, holiday pay, social and retirement benefits, all payroll taxes, workers' compensation, employer's liability insurance, and other contingencies and benefits imposed by applicable law or regulation;
 - b. Personnel travel and living expenses (meals, lodging, and reasonable incidentals). This shall not include hotel related expenses other than lodging, unless agreed to by Requesting Party prior to their occurrence. For example, phone calls made from rooms, room service, in-room movies, mini bar usage, etc. should not be incurred;
 - c. Replacement cost of materials and supplies expensed or furnished;
 - d. Repair or replacement cost of equipment damaged, lost or stolen;
 - e. Charges, at rates internally used by Responding Party, for the use of transportation equipment and other equipment requested;

- f. Administrative and general costs, which are properly allocable to the Emergency Assistance, to the extent such costs are not chargeable pursuant to the foregoing subsections.
 - g. Contractor costs to the extent any contractor performs Emergency Assistance as part of Responding Party's crews.
- 10. Responding Party shall keep all time sheets and work records pertaining to Responding Party's personnel furnishing Emergency Assistance for a period of time consistent with its normal document retention practices.
- 11. Requesting Party shall pay all undisputed costs and expenses of Responding Party within sixty (60) days after receiving a final invoice therefor. Specifics as to invoicing by Responding Party shall be as set forth in Section V of this MOU.
- 12. Requesting Party shall indemnify, hold harmless and defend the Responding Party from and against any and all liability for loss, damage, cost, or expense that Responding Party may incur by reason of bodily injury, including death, to any person or persons, including employees, or by reason of damage to or destruction of any property, including the loss of use thereof, that result from furnishing Emergency Assistance and whether or not due in whole or in part to any act, omission, or negligence of Responding Party except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Responding Party. Where payments are made by the Responding Party under a workers' compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing Emergency Assistance, Requesting Party shall reimburse the Responding Party for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Responding Party.
- 13. In the event any claim or demand is made, or lawsuit or action is filed, against Responding Party alleging liability for which Requesting Party shall indemnify and hold harmless Responding Party under these Principles, Responding Party shall promptly notify Requesting Party thereof, and Requesting Party, at its sole cost and expense, shall settle, compromise, or defend the same to such manner as it, in its sole discretion, deems necessary or prudent. Responding Party shall cooperate with Requesting Party's reasonable efforts to investigate, defend, and settle the claim or lawsuit or action.

MEMORANDUM OF UNDERSTANDING AS TO MUTUAL ASSISTANCE

This Memorandum of Understanding as to Mutual Assistance ("MOU") sets forth the terms and conditions to which the [INSERT NAME OF MUNICIPALITY] (the "City") and Gulf Power Company ("Gulf Power") agree to be bound on all occasions when either party requests and receives ("Requesting Party") or provides ("Responding Party") Emergency Assistance (as such term is defined below) from or to the other pursuant to this MOU, subject to the below provisions.

The parties hereto desire to establish and implement a process whereby each party may receive and provide temporary assistance in the form of personnel and equipment and other resources, mutually agreed to by the parties, to aid in restoring and/or maintaining electric utility service when such service has been disrupted by acts of the elements, unexpected and emergency equipment malfunctions, accidents, sabotage, or any other occurrence for which emergency assistance is deemed to be necessary or advisable ("Emergency Assistance"). It is the intent of the parties to provide Emergency Assistance for the general benefit of the residents, businesses and industries served by a Requesting Party in times of emergency. The Emergency Assistance contemplated in this MOU will be provided on a not-for-profit basis by the Responding Party. The parties contemplate that the Emergency Assistance to be provided under this MOU will be infrequent and of a limited duration. In consideration of the foregoing, each party hereby agrees as follows:

I. MUTUAL ASSISTANCE

- A. When providing Emergency Assistance to or receiving Emergency Assistance from another party, the parties will adhere to the written governing principles to govern Emergency Assistance arrangements between the parties (the "Principles") that are in effect as of the date of a specific request for Emergency Assistance, unless otherwise agreed to in writing by each party. The Principles are attached hereto as Exhibit A.
- B. With respect to each Emergency Assistance event, the Requesting Party agrees that it will reimburse the Responding Party for all reasonable costs and expenses incurred by the Responding Party in providing Emergency Assistance as provided under the Principles, unless otherwise agreed to in writing by each party; provided, however, that the Responding Party must maintain auditable records in a manner consistent with the Principles.
- C. Each party may withdraw from this MOU by providing at least 30 days' prior notice. In such an event, the withdrawing party should provide written notice to:

To the City:

[INSERT CONTACT FOR
REQUESTING PARTICIPANT]

To Gulf Power Company:

Johnathan Gates, Project Services
Manager
Gulf Power Company
One Energy Place
Pensacola, FL 32520

II. LABOR AND EQUIPMENT

A. Responding Party will provide only personnel who are qualified by the necessary education, training, and experience to perform the particular tasks assigned (e.g., persons experienced in appropriate utility overhead or underground electrical construction and maintenance). Responding Party is responsible for training its personnel and for ensuring they have the technical qualifications necessary to provide Emergency Assistance.

B. Responding Party will make all reasonable efforts to ensure that any and all equipment furnished by Responding Party and used in connection with its provision of Emergency Assistance is appropriate in Responding Party's judgment for the work performed.

III. COMPLIANCE AND CONFIDENTIAL INFORMATION

A. The personnel of the party providing or receiving Emergency Assistance under this Agreement are expected to conduct themselves in a professional and responsible manner. The parties adhere to a drug and alcohol-free workplace policy and agree that all Emergency Assistance under this MOU must be performed by personnel who are drug- and alcohol-free.

B. The parties agree that any business or technical information or data (whether oral, written, electronic, or otherwise and including a trade secret) of or about the other party or its affiliates (the "Disclosing Party") that is valuable (and not generally known or readily available to third parties) and that is transmitted to the other party (the "Receiving Party") during the term of this MOU or during negotiations concerning this MOU ("Confidential Information") will be deemed proprietary and confidential and of both tangible and intangible value to the owner. Receiving Party must not retain, disclose, or use any Confidential Information without Disclosing Party's prior written consent. Receiving Party will take all efforts necessary to protect and prevent any unauthorized use or disclosure and further agrees to cooperate with Disclosing Party's reasonable confidentiality requirements. Receiving Party will notify immediately Disclosing Party of any unauthorized disclosure or use of any Confidential Information of which Receiving Party becomes aware.

C. The parties agree that the actual or threatened disclosure or unauthorized use of Confidential Information would cause irreparable harm to Disclosing Party and that Disclosing Party will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent unauthorized disclosure or use of Confidential Information. The Parties agree that: (i) the reasonable and necessary time for protecting Confidential Information will be the earlier of three years after termination of this MOU or three years after Disclosing Party withdraws from this MOU; and (ii) Confidential Information that constitutes a trade secret will be protected for the maximum period allowed by law. At Disclosing Party's request, or upon termination of this MOU, Receiving Party will, upon request, (1) return all Confidential Information to Disclosing Party or (2) destroy all Confidential Information and certify such destruction to Disclosing Party.

D. To the extent Gulf Power is acting as a "contractor" as defined in section 119.0701(1)(a), Florida Statutes, to or for the City under this MOU, Gulf Power shall:

- (1) Keep and maintain public records required by the City to perform the service;
- (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this MOU and following completion of the work contemplated under this MOU if Gulf Power does not transfer the records to the City; and

(4) Upon completion of the work contemplated under this MOU, transfer, at no cost, to the City all public records in possession of Gulf Power or keep and maintain public records required by the City. If Gulf Power transfers all public records to the City upon completion of the work contemplated under this MOU, Gulf Power shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Gulf Power keeps and maintains public records upon completion of the work contemplated under this MOU, Gulf Power shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IV. INSURANCE

A. During the term of this MOU and for one year thereafter, each party will obtain and maintain, at its expense, the insurance coverage required in this Insurance section. Such coverage shall be self-insured or placed with financially reputable insurers rated "A" or better by A.M. Best and licensed to do business in all jurisdictions where any work is performed under this MOU.

B. Upon request, each party shall provide a certificate of insurance or evidence of self-insurance to the other, evidencing the following required insurance:

- (1) Workers' Compensation insurance in the form of and in the maximum amount provided for under any workers' compensation or similar law in the jurisdiction where any Responding Party is located, and Employer's Liability coverage with a limit of One Million Dollars (\$1,000,000) per accident.
- (2) Commercial General Liability or equivalent coverage, including coverage for Contractual Liability and Products/Completed Operations Liability, with limit of One Million Dollars (\$1,000,000) combined single limit per occurrence.
- (3) Business Auto Insurance or equivalent coverage covering the ownership, maintenance, or use of any owned, non-owned, or hired automobile with a limit of One Million Dollars (\$1,000,000) combined single limit per occurrence.
- (4) All liability insurance provided hereunder shall provide that:
 - (a) Each Responding Party, its officers, agents, employees, and volunteers are added as additional insureds on a primary non-contributory basis to the Requesting Party's Commercial General Liability and Business Auto insurance policies identified above.
 - (b) It includes an insurer's waiver of rights of subrogation in favor of the other party, and its employees and agents.
 - (c) It contains a severability of interest clause.

C. Nothing contained herein limits either party's liability to the other party to the limits of insurance certified or carried.

D. Regardless of any other MOU provision and regardless of availability under applicable law, no party will be liable under this MOU for lost profits or other consequential, special, indirect, treble, exemplary, incidental, or punitive damages under any circumstance.

E. The parties understand that each may be self-insured for the identified insurance requirements in Section IV.B.(1) through (4). However, the parties agree that such acceptance does not diminish the responsibilities to each other that would otherwise be covered by insurance if they were not self-insured.

V. INVOICING

A. All invoicing for Emergency Assistance rendered hereunder shall be performed consistent with the Principles. The parties shall submit reasonably detailed invoices that include the contract number and any applicable purchase order numbers, the type of service provided, the date of such service, and a breakdown of costs incurred for personnel, equipment, and materials. The parties are not required to submit a specific form as its invoice, but all invoices shall include the information requested above. Invoices that request reimbursement of expendable materials shall be supported by documentation. Responding Party should submit its "preliminary invoice" to Requesting Party within 120 calendar days from date released by the Requesting Party. Responding Party will provide any available supporting documentation at the time the preliminary invoice is submitted. Requesting Party should receive Responding Party's final invoice within 90 calendar days from invoice date of preliminary invoice and any supplemental supporting documentation.

B. Invoices shall be sent to the applicable party's accounts payable department via e-mail or regular mail as provided below:

To the City:
[INSERT BILLING
CONTACT FOR
REQUESTING
PARTICIPANT]

To Gulf Power Company:
Johnathan Gates
Project Services Manager
Gulf Power Company
One Energy Place
Pensacola, FL 32520

VI. GENERAL TERMS AND CONDITIONS

A. This MOU shall be for an initial term of five (5) years from the last date of execution set forth on the signature page below, provided, however, that this MOU may be terminated by any party as set forth in Section I.C above.

B. Any party may elect not to provide services under this MOU at its own discretion. The parties understand and acknowledge that they may be parties to other mutual assistance agreements, and that those other mutual assistance agreements may take precedence or priority over the Emergency Assistance requested under this MOU. Nothing in this MOU is intended to provide priority to a party in the event of any emergency.

C. Any party may, in execution of the terms of this MOU, involve other emergency response organizations through mutual-aid agreements, automatic-aid agreements, or subcontracts, or any applicable mutual-aid and emergency/disaster assistance statutes available at law. If such other parties are used, they shall be under such party's control and, for purposes of this MOU, shall be considered units of such party.

D. The parties agree that their requirements to indemnify, hold harmless and defend a Responding Party shall be governed by the terms of the Principles.

E. This MOU reflects the negotiated agreement of the parties. Accordingly, this MOU is to be construed as of the parties jointly prepared it, and no presumption shall be made as to whether one party or another prepared this MOU for purposes of interpreting or construing any of the provisions of this MOU.

F. No amendment to this MOU is valid unless mutually agreed to and signed by both parties.

G. This MOU may be executed in counterparts, each of which is hereby deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this MOU as of the dates set forth below by their respective signatures.

GULF POWER COMPANY

[NAME OF REQUESTING PARTICIPANT]

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

PRINCIPLES APPLICABLE TO MOU AS TO MUTUAL ASSISTANCE

1. Safety of personnel and the public is the preeminent objective and responsibility of all involved parties throughout the emergency response. Responding Party's safety rules and work procedures shall apply to all work done by its personnel. Unless mutually agreed otherwise, the Requesting Party's switching and tagging rules should be followed to ensure consistent and safe operation. The Requesting Party shall provide to the Responding Party written guidelines as to the switching and tagging procedures utilized by the Requesting Party. The Requesting Party shall provide to the Responding Party a sufficient supply of switching/blocking tags suitable for use on the Requesting Party's facilities and equipment. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting Party and Responding Party.
2. To the extent possible, the parties should reach a mutual understanding and agreement in advance on the anticipated length – in general – of the Emergency Assistance period. For extended assistance periods, the parties should agree on the process for replacing, or providing extra rest for, the Responding Party's personnel. It is understood and agreed that if, in the Responding Party's judgment, such action becomes necessary, the decision to terminate the assistance and recall personnel and equipment lies solely with the Responding Party. The Requesting Party will take the necessary action to return such personnel and equipment promptly.
3. The Emergency Assistance period shall commence when personnel and/or equipment expenses are initially incurred by the Responding Party in response to the Requesting Party's needs. (This would include any request for the Responding Party to prepare its employees and/or equipment for transport to the Requesting Party's location but to await further instructions before departing). The Emergency Assistance period shall terminate when such employees and/or equipment have returned to the Responding Party, and shall include any mandated DOT rest time or union contracted rest time resulting from the assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g. cleaning off trucks, restocking minor materials, etc.).
4. Employees of Responding Party shall at all times during the Emergency Assistance period continue to be employees of Responding Party and shall not be deemed employees of Requesting Party for any purpose. Responding Party shall be an independent contractor of Requesting Party and wages, hours, and other terms and conditions of employment of Responding Party shall remain applicable to its employees during the Emergency Assistance period.
5. It is the intent of the parties, to the fullest extent authorized by law, that the Responding Party (as the direct employer of the Responding Party's employees) and the Requesting Party (as the party responsible for reimbursing workers compensation benefits under Paragraph 12 below) both be entitled to worker's compensation immunity in the event a Responding Party's employee suffers injury or death during the course of any activities contemplated in the MOU. Accordingly, the MOU shall be implemented and interpreted in such a manner as will provide, to the fullest extent possible, workers' compensation immunity to a Requesting Party in the event a Responding Party's direct employee suffers a work-related injury or death during the course of any activities contemplated in the MOU. Nothing in this paragraph,

however, shall in any way affect or negate the Requesting Party's indemnity and/or reimbursement obligations to the Responding Party as set forth in these Principles.

6. Responding Party shall make available, upon request, a reasonable number of supervisors in addition to crew leads. Requesting Party shall provide all assignments for work to be done by Responding Party's crews to Responding Party's supervisors; or, when Responding Party's crews are to work in widely separate areas, to such of Responding Party's crew lead as may be designated for the purpose by Responding Party's supervisors.
7. Unless otherwise agreed by the parties, Requesting Party shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. As an exception to this, the Responding Party shall normally be responsible for arranging lodging and meals en route to the Requesting Party's service area and for the return trip home. The cost for these in-transit expenses will be covered by the Requesting Party, consistent with Paragraph 9 below.
8. Requesting Party may indicate to Responding Party the type and size of trucks and other equipment desired, as well as the number of job function of personnel requested, but the extent to which Responding Party makes available such equipment and personnel shall be at Responding Party's sole discretion.
9. Requesting Party shall reimburse Responding Party for all reasonable costs and expenses incurred by Responding Party as a result of furnishing Emergency Assistance. Responding Party shall furnish documentation of expenses to Requesting Party. Such costs and expenses shall include, but not be limited to, the following:
 - a. Employee wages and salaries (including those of Responding Party's contractors) for paid time spent in Requesting Party's service area, paid time during travel to and from such service area, and stand-by time and preparation time when notified to do so by Requesting Party, plus Responding Party's standard payable additives to cover all employee benefits and allowances for vacation, sick leave, holiday pay, social and retirement benefits, all payroll taxes, workers' compensation, employer's liability insurance, and other contingencies and benefits imposed by applicable law or regulation;
 - b. Personnel travel and living expenses (meals, lodging, and reasonable incidentals). This shall not include hotel related expenses other than lodging, unless agreed to by Requesting Party prior to their occurrence. For example, phone calls made from rooms, room service, in-room movies, mini bar usage, etc. should not be incurred.;
 - c. Replacement cost of materials and supplies expended or furnished;
 - d. Repair or replacement cost of equipment damaged, lost or stolen;
 - e. Charges, at rates internally used by Responding Party, for the use of transportation equipment and other equipment requested;
 - f. Administrative and general costs, which are properly allocable to the Emergency Assistance to the extent such costs are not chargeable pursuant to the foregoing subsections; and,
 - g. Contractor related costs.

10. Responding Party shall keep all time sheets and work records pertaining to Responding Party's personnel furnishing Emergency Assistance for a period of time consistent with its normal document retention practices.
11. Requesting Party shall pay all undisputed costs and expenses of Responding Party within sixty (60) days after receiving a final invoice therefor. Specifics as to invoicing by Responding Party shall be as set forth in Section V of this MOU.
12. Requesting Party shall indemnify, hold harmless and defend the Responding Party from and against any and all liability for loss, damage, cost, or expense that Responding Party may incur by reason of bodily injury, including death, to any person or persons, including employees, or by reason of damage to or destruction of any property, including the loss of use thereof, that result from furnishing Emergency Assistance and whether or not due in whole or in part to any act, omission, or negligence of Responding Party except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Responding Party. Where payments are made by the Responding Party under a workers' compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing Emergency Assistance, Requesting Party shall reimburse the Responding Party for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Responding Party.
13. In the event any claim or demand is made, or lawsuit or action is filed, against Responding Party alleging liability for which Requesting Party shall indemnify and hold harmless Responding Party under these Principles, Responding Party shall promptly notify Requesting Party thereof, and Requesting Party, at its sole cost and expense, shall settle, compromise, or defend the same in such manner as it, in its sole discretion, deems necessary or prudent. Responding Party shall cooperate with Requesting Party's reasonable efforts to investigate, defend, and settle the claim or lawsuit or action.

MEMORANDUM OF UNDERSTANDING AS TO MUTUAL ASSISTANCE

This Memorandum of Understanding as to Mutual Assistance ("MOU") sets forth the terms and conditions to which the [INSERT NAME OF MUNICIPALITY] (the "City") and TAMPA ELECTRIC COMPANY ("TAMPA ELECTRIC COMPANY") agree to be bound on all occasions when either party requests and receives ("Requesting Party") or provides ("Responding Party") Emergency Assistance (as such term is defined below) from or to the other pursuant to this MOU, subject to the below provisions.

The parties hereto desire to establish and implement a process whereby each party may receive and provide temporary assistance in the form of personnel and equipment and other resources, mutually agreed to by the parties, to aid in restoring and/or maintaining electric utility service when such service has been disrupted by acts of the elements, unexpected and emergency equipment malfunctions, accidents, sabotage, or any other occurrence for which emergency assistance is deemed to be necessary or advisable ("Emergency Assistance"). It is the intent of the parties to provide Emergency Assistance for the general benefit of the residents, businesses and industries served by a Requesting Party in times of emergency. The Emergency Assistance contemplated in this MOU will be provided on a not-for-profit basis by the Responding Party. The parties contemplate that the Emergency Assistance to be provided under this MOU will be infrequent and of a limited duration. In consideration of the foregoing, each party hereby agrees as follows:

I. MUTUAL ASSISTANCE

A. When providing Emergency Assistance to or receiving Emergency Assistance from another party, the parties will adhere to the written governing principles to govern Emergency Assistance arrangements between the parties (the "Principles") that are in effect as of the date of a specific request for Emergency Assistance, unless otherwise agreed to in writing by each party. The Principles are attached hereto as Exhibit A.

B. With respect to each Emergency Assistance event, the Requesting Party agrees that it will reimburse the Responding Party for all reasonable costs and expenses incurred by the Responding Party in providing Emergency Assistance as provided under the Principles, unless otherwise agreed to in writing by each party; provided, however, that the Responding Party must maintain auditable records in a manner consistent with the Principles.

C. Each party may withdraw from this MOU by providing at least 30 days' prior Notice (as defined in section 6.2 of the Florida Electric Utilities' Statewide Mutual Aid Assistance Compact dated as of [____], 2017 (the "Compact")). In such an event, the withdrawing party should provide written notice to:

To the City:

[INSERT CONTACT FOR
REQUESTING PARTICIPANT]

To TAMPA ELECTRIC COMPANY:

R. L. "Lee" Collins, III PE
Manager, ED Emergency Management
Tampa Electric Company
P.O. Box 111
Tampa, FL 33601

II. LABOR AND EQUIPMENT

A. Responding Party will provide only personnel who are qualified by the necessary education, training, and experience to perform the particular tasks assigned (e.g., persons experienced in appropriate utility overhead or underground electrical construction and maintenance). Responding Party is responsible for training its personnel and for ensuring they have the technical qualifications necessary to provide Emergency Assistance.

B. Responding Party will make all reasonable efforts to ensure that any and all equipment furnished by Responding Party and used in connection with its provision of Emergency Assistance is appropriate in Responding Party's judgment for the work performed.

III. COMPLIANCE AND CONFIDENTIAL INFORMATION

A. The personnel of the party providing or receiving Emergency Assistance under this MOU are expected to conduct themselves in a professional and responsible manner. The parties adhere to a drug and alcohol-free workplace policy and agree that all Emergency Assistance under this MOU must be performed by personnel who are drug- and alcohol-free.

B. The parties agree that any business or technical information or data (whether oral, written, electronic, or otherwise and including a trade secret) of or about the other party or its affiliates (the "Disclosing Party") that is valuable (and not generally known or readily available to third parties) and that is transmitted to the other party (the "Receiving Party") during the term of this MOU or during negotiations concerning this MOU ("Confidential Information") will be deemed proprietary and confidential and of both tangible and intangible value to the owner. Receiving Party must not retain, disclose, or use any Confidential Information without Disclosing Party's prior written consent, except as may be legally compelled or required. Receiving Party will take efforts reasonably necessary to protect and prevent any unauthorized use or disclosure and further agrees to cooperate with Disclosing Party's reasonable confidentiality requirements. Receiving Party will notify promptly Disclosing Party of any unauthorized disclosure or use of any Confidential Information of which Receiving Party becomes aware.

C. The parties agree that the actual or threatened disclosure or unauthorized use of Confidential Information would cause irreparable harm to Disclosing Party and that Disclosing Party will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent unauthorized disclosure or use of Confidential Information. The Parties agree that: (i) the reasonable and necessary time for protecting Confidential Information will be the earlier of two years after termination of this MOU or two years after Disclosing Party withdraws from this MOU; and (ii) Confidential Information that constitutes a trade secret will be protected for the maximum period allowed by law. At Disclosing Party's request, or upon termination of this MOU, Receiving Party will, upon request, at Receiving Party's option either (1) return all Confidential Information to Disclosing Party or (2) destroy all Confidential Information and certify such destruction to Disclosing Party.

D. To the extent applicable, the parties shall comply with the requirements of public records laws.

IV. INSURANCE

A. During the term of this MOU and for one year thereafter, each party will obtain and maintain, at its expense, the insurance coverage required in this Insurance section. Such coverage shall be self-insured or placed with financially reputable insurers rated "A" or better by A.M. Best and licensed to do business in all jurisdictions where any work is performed under this MOU.

B. Upon request, each party shall provide a certificate of insurance or evidence of self-insurance to the other, evidencing the following required insurance:

- (1) Workers' Compensation insurance in the form of and in the maximum amount provided for under any workers' compensation or similar law in the jurisdiction where any Responding Party is located, and Employer's Liability coverage with a limit of One Million Dollars (\$1,000,000) per accident.
- (2) Commercial General Liability or equivalent coverage, including coverage for Contractual Liability and Products/Completed Operations Liability, with limit of Ten Million Dollars (\$10,000,000) combined single limit per occurrence.
- (3) Business Auto Insurance or equivalent coverage covering the ownership, maintenance, or use of any owned, non-owned, or hired automobile with a limit of Ten Million Dollars (\$10,000,000) combined single limit per occurrence.
- (4) All liability insurance provided hereunder shall provide that:
 - (a) Each Responding Party, its officers, agents, employees, and volunteers are added as additional insureds on a primary non-contributory basis to the Requesting Party's Commercial General Liability and Business Auto insurance policies identified above.
 - (b) It includes an insurer's waiver of rights of subrogation in favor of the other party, and its employees and agents.
 - (c) It contains a severability of interest clause.

C. Nothing contained herein limits either party's liability to the other party to the limits of insurance certified or carried.

D. Regardless of any other MOU provision and regardless of availability under applicable law, no party will be liable under this MOU for lost profits or other consequential, special, indirect, treble, exemplary, incidental, or punitive damages under any circumstance.

E. The parties understand that each may be self-insured for the identified insurance requirements in Section IV.B.(1) through (4). However, the parties agree that such acceptance does not diminish the responsibilities to each other that would otherwise be covered by insurance if they were not self-insured.

V. INVOICING

A. All invoicing for Emergency Assistance rendered hereunder shall be performed consistent with the Principles. The parties shall submit reasonably detailed invoices that clearly identify the contract and any applicable purchase order numbers, the type of service provided, the date of such service, and a breakdown of costs incurred for personnel, equipment, and materials. The parties

are not required to submit a specific form as its invoice, but all invoices shall include the information requested above. Invoices that request reimbursement of expendable materials shall be supported by documentation. Responding Party should submit its "preliminary invoice" to Requesting Party within 120 calendar days from date released by the Requesting Party. Responding Party will provide any available supporting documentation at the time the preliminary invoice is submitted. Requesting Party should receive Responding Party's final invoice within 90 calendar days from invoice date of preliminary invoice and any supplemental supporting documentation.

B. Invoices shall be sent to the applicable party's accounts payable department via e-mail or regular mail as provided below:

To the City:
[INSERT BILLING
CONTACT FOR
REQUESTING
PARTICIPANT]

To TAMPA ELECTRIC
COMPANY:
R. L. "Lee" Collins, III PE
Manager, ED Emergency
Management
Tampa Electric Company
P.O. Box 111
Tampa, FL 33601
rlcollins@tecoenergy.com

VI. GENERAL TERMS AND CONDITIONS

A. This MOU shall be for an initial term of five (5) years from the last date of execution set forth on the signature page below, provided, however, that this MOU may be terminated by any party as set forth in Section I.C above.

B. In the event there is a conflict between this MOU and the body of the Compact, the terms of this MOU shall control. This MOU shall supersede any other agreement on the subject matter of mutual assistance as between the Requesting Party and the Responding Party.

C. The Responding Party is under no obligation to furnish or continue to furnish Emergency Assistance, and it will do so at its discretion and when personnel and equipment are available. The Responding Party reserves the sole right to respond or not to respond to a request for Emergency Assistance on a case-by-case basis. The Responding Party shall, in its sole and independent judgment, determine if it shall respond to such request, including the extent and limitations of that response. The Responding Party reserves the right to recall any and all personnel, material, equipment, supplies and/or tools at any time. It is understood and agreed that if Responding Party, in its sole and independent judgment, determines it will terminate the Emergency Assistance and recall personnel, material, equipment, supplies and/or tools the Requesting Party will take the

necessary action promptly to that end. The parties understand and acknowledge that they may be parties to other mutual assistance agreements, and that those other mutual assistance agreements may take precedence or priority over the Emergency Assistance requested under this MOU. Nothing in this MOU is intended to provide priority to a party in the event of any emergency.

D. Any party may, in execution of the terms of this MOU, involve other emergency response organizations through mutual-aid agreements, automatic-aid agreements, or subcontracts, or any applicable mutual-aid and emergency/disaster assistance statutes available at law. Any party engaging such other organizations shall remain responsible for such organizations.

E. The parties agree that their requirements to indemnify, hold harmless and defend a Responding Party shall be governed by the terms of the Principles.

F. This MOU reflects the negotiated agreement of the parties. Accordingly, this MOU is to be construed as of the parties jointly prepared it, and no presumption shall be made as to whether one party or another prepared this MOU for purposes of interpreting or construing any of the provisions of this MOU.

G. No amendment to this MOU is valid unless mutually agreed to and signed by both parties.

H. This MOU may be executed in counterparts, each of which is hereby deemed to be an original, but all of which together shall constitute one and the same instrument.

I. This MOU shall be construed and interpreted under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this MOU as of the dates set forth below by their respective signatures.

TAMPA ELECTRIC COMPANY

[NAME OF REQUESTING PARTICIPANT]

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

PRINCIPLES APPLICABLE TO MOU AS TO MUTUAL ASSISTANCE

1. Safety of personnel and the public is the preeminent objective and responsibility of all involved parties throughout the emergency response. Responding Party's safety rules and work procedures shall apply to all work done by its personnel. Unless mutually agreed otherwise, the Requesting Party's switching and tagging rules should be followed to ensure consistent and safe operation. The Requesting Party shall provide to the Responding Party written guidelines as to the switching and tagging procedures utilized by the Requesting Party. The Requesting Party shall provide to the Responding Party a sufficient supply of switching/blocking tags suitable for use on the Requesting Party's facilities and equipment. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting Party and Responding Party.
2. To the extent possible, the parties should reach a mutual understanding and agreement in advance on the anticipated length – in general – of the Emergency Assistance period. For extended assistance periods, the parties should agree on the process for replacing, or providing extra rest for, the Responding Party's personnel. It is understood and agreed that if, in the Responding Party's judgment, such action becomes necessary, the decision to terminate the assistance and recall personnel and equipment lies solely with the Responding Party. The Requesting Party will take the necessary action to return such personnel and equipment promptly.
3. The Emergency Assistance period shall commence when personnel and/or equipment expenses are initially incurred by the Responding Party in response to the Requesting Party's needs. (This would include any request for the Responding Party to prepare its employees and/or equipment for transport to the Requesting Party's location but to await further instructions before departing). The Emergency Assistance period shall terminate when such employees and/or equipment have returned to the Responding Party, and shall include any mandated DOT rest time or union contracted rest time resulting from the assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g. cleaning off trucks, restocking minor materials, etc.).
4. Employees of Responding Party shall at all times during the Emergency Assistance period continue to be employees of Responding Party and shall not be deemed employees of Requesting Party for any purpose. Responding Party shall be an independent contractor of Requesting Party and wages, hours, and other terms and conditions of employment of Responding Party shall remain applicable to its employees during the Emergency Assistance period.
5. It is the intent of the parties, to the fullest extent authorized by law, that the Responding Party (as the direct employer of the Responding Party's employees) and the Requesting Party (as the party responsible for reimbursing workers' compensation benefits under Paragraph 12 below) both be entitled to worker's compensation immunity in the event a Responding Party's employee suffers injury or death during the course of any activities contemplated in the MOU. Accordingly, the MOU shall be implemented and interpreted in such a manner as will provide, to the fullest extent possible, workers' compensation immunity to a Requesting Party in the event a Responding Party's direct employee suffers a work-related injury or death during the course of any activities contemplated in the MOU. Nothing in this paragraph, however, shall in any way affect or negate the existing employer/employee relationship

between either the Responding Party and its direct employees or the Requesting Party and its direct employees. Further, nothing in this paragraph shall affect or negate the Requesting Party's indemnity and/or reimbursement obligations to the Responding Party as set forth in these Principles.

6. Responding Party shall make available, as available after request of the Receiving Party, a reasonable number of supervisors in addition to crew leads. Requesting Party shall provide all assignments for work to be done by Responding Party's crews to Responding Party's supervisors; or, when Responding Party's crews are to work in widely separate areas, to such of Responding Party's crew lead as may be designated for the purpose by Responding Party's supervisors.
7. Unless otherwise agreed by the parties, Requesting Party shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. As an exception to this, the Responding Party shall normally be responsible for arranging lodging and meals en route to the Requesting Party's service area and for the return trip home. The cost for these in-transit expenses will be covered by the Requesting Party, consistent with Paragraph 9 below.
8. Requesting Party may indicate to Responding Party the type and size of trucks and other equipment desired, as well as the number of job function of personnel requested, but the extent to which Responding Party makes available such equipment and personnel shall be at Responding Party's sole discretion.
9. Requesting Party shall reimburse Responding Party for all reasonable costs and expenses incurred by Responding Party as a result of furnishing Emergency Assistance. Responding Party shall furnish documentation of expenses to Requesting Party. Such costs and expenses shall include, but not be limited to, the following:
 - a. Employee wages and salaries (including those of Responding Party's contractors) for paid time spent in Requesting Party's service area, paid time during travel to and from such service area, and stand-by time and preparation time when notified to do so by Requesting Party, plus Responding Party's standard payable additives to cover all employee benefits and allowances for vacation, sick leave, holiday pay, social and retirement benefits, all payroll taxes, workers' compensation, employer's liability insurance, and other contingencies and benefits imposed by applicable law or regulation;
 - b. Personnel travel and living expenses (meals, lodging, and reasonable incidentals). This shall not include hotel related expenses other than lodging, unless agreed to by Requesting Party prior to their occurrence. For example, phone calls made from rooms, room service, in-room movies, mini bar usage, etc. should not be incurred.;
 - c. Replacement cost of materials and supplies expended or furnished;
 - d. Repair or replacement cost of equipment damaged, lost or stolen;
 - e. Charges, at rates internally used by Responding Party, for the use of transportation equipment and other equipment requested;
 - f. Administrative and general costs, which are properly allocable to the Emergency Assistance to the extent such costs are not chargeable pursuant to the foregoing subsections;
 - g. Contractor related costs.

10. Responding Party shall keep all time sheets and work records pertaining to Responding Party's personnel furnishing Emergency Assistance for a period of time consistent with its normal document retention practices.
11. Requesting Party shall pay all undisputed costs and expenses of Responding Party within sixty (60) days after receiving a final invoice therefor. Specifics as to invoicing by Responding Party shall be as set forth in Section V of this MOU.
12. Requesting Party shall indemnify, hold harmless and defend the Responding Party from and against any and all liability for loss, damage, cost, or expense that Responding Party may incur by reason of bodily injury, including death, to any person or persons, including employees, or by reason of damage to or destruction of any property, including the loss of use thereof, that result from furnishing Emergency Assistance and whether or not due in whole or in part to any act, omission, or negligence of Responding Party except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Responding Party. Where payments are made by the Responding Party under a workers' compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing Emergency Assistance, Requesting Party shall reimburse the Responding Party for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Responding Party.
13. In the event any claim or demand is made, or lawsuit or action is filed, against Responding Party alleging liability for which Requesting Party shall indemnify, defend and hold harmless Responding Party under these Principles, Responding Party shall promptly notify Requesting Party thereof, and Requesting Party, at its sole cost and expense, shall settle, compromise, or defend the same in such manner as it, in its sole and independent judgment, deems necessary or prudent so long as any such settlement fully, finally and forever releases Responding Party. Responding Party shall cooperate with Requesting Party's reasonable efforts to investigate, defend, and settle the claim or lawsuit or action.
14. The indemnification provisions of this MOU shall remain in effect for a period of five (5) years after the last date on which the Responding Party provided assistance to the Requesting Party.

MEMORANDUM OF UNDERSTANDING AS TO MUTUAL ASSISTANCE

This Memorandum of Understanding as to Mutual Assistance ("MOU") sets forth the terms and conditions to which the **[INSERT NAME OF MUNICIPALITY]** (the "City") and Florida Public Utilities Company ("FPUC") agree to be bound on all occasions when either party requests and receives ("Requesting Party") or provides ("Responding Party") Emergency Assistance (as such term is defined below) from or to the other pursuant to this MOU, subject to the below provisions.

The parties hereto desire to establish and implement a process whereby each party may receive and provide temporary assistance in the form of personnel and equipment and other resources, mutually agreed to by the parties, to aid in restoring and/or maintaining electric utility service when such service has been disrupted by acts of the elements, unexpected and emergency equipment malfunctions, accidents, sabotage, or any other occurrence for which emergency assistance is deemed to be necessary or advisable ("Emergency Assistance"). It is the intent of the parties to provide Emergency Assistance for the general benefit of the residents, businesses and industries served by a Requesting Party in times of emergency. The Emergency Assistance contemplated in this MOU will be provided on a not-for-profit basis by the Responding Party. The parties contemplate that the Emergency Assistance to be provided under this MOU will be infrequent and of a limited duration. In consideration of the foregoing, each party hereby agrees as follows:

I. MUTUAL ASSISTANCE

- A. When providing Emergency Assistance to or receiving Emergency Assistance from another party, the parties will adhere to the written governing principles to govern Emergency Assistance arrangements between the parties (the "Principles") that are in effect as of the date of a specific request for Emergency Assistance, unless otherwise agreed to in writing by each party. The Principles are attached hereto as Exhibit A.
- B. With respect to each Emergency Assistance event, the Requesting Party agrees that it will reimburse the Responding Party for all reasonable costs and expenses incurred by the Responding Party in providing Emergency Assistance as provided under the Principles, unless otherwise agreed to in writing by each party; provided, however, that the Responding Party must maintain auditable records in a manner consistent with the Principles.
- C. Each party may withdraw from this MOU at any time. In such an event, the withdrawing party should provide written notice to:

To the City:
**[INSERT CONTACT FOR
REQUESTING PARTICIPANT]**

To Florida Public Utilities Company:
_____, Electric Operations Manager
Florida Public Utilities Company
780 Amelia Island Parkway
Fernandina Beach, FL 32034

II. LABOR AND EQUIPMENT

- A. Responding Party will provide only personnel who are qualified by the necessary education, training, and experience to perform the particular tasks assigned (e.g., persons experienced in appropriate utility overhead or underground electrical construction and maintenance). Responding Party is responsible for training its personnel and for ensuring they have the technical qualifications necessary to provide Emergency Assistance.
- B. Responding Party will make all reasonable efforts to ensure that any and all equipment furnished by Responding Party and used in connection with its provision of Emergency Assistance is appropriate in Responding Party's judgment for the work performed.
- C. Responding Party agrees to bill only for contractors sent as part of the responding team in conjunction with each Emergency Assistance event.

III. COMPLIANCE AND CONFIDENTIAL INFORMATION

- A. The personnel of the party providing or receiving Emergency Assistance under this Agreement are expected to conduct themselves in a professional and responsible manner. The parties adhere to a drug and alcohol-free workplace policy and agree that a Emergency Assistance under this MOU must be performed by personnel who are drug- and alcohol-free.
- B. The parties agree that any business or technical information or data (whether oral, written, electronic, or otherwise and including a trade secret) of or about the other party or its affiliates (the "Disclosing Party") that is valuable (and not generally known or readily available to third parties) and that is transmitted to the other party (the "Receiving Party") during the term of this MOU or during negotiations concerning this MOU ("Confidential Information") will be deemed proprietary and confidential and of both tangible and intangible value to the owner. Receiving Party must not retain, disclose, or use any Confidential Information without Disclosing Party's prior written consent. Receiving Party will take all efforts necessary to protect and prevent any unauthorized use or disclosure and further agrees to cooperate with Disclosing Party's reasonable confidentiality requirements. Receiving Party will notify immediately Disclosing Party of any unauthorized disclosure or use of any Confidential Information of which Receiving Party becomes aware.
- C. The parties agree that the actual or threatened disclosure or unauthorized use of Confidential Information would cause irreparable harm to Disclosing Party and that Disclosing Party will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent unauthorized disclosure or use of Confidential Information. The Parties agree that: (i) the reasonable and necessary time for protecting Confidential Information will be the earlier of three years after termination of this MOU or three years after Disclosing Party withdraws from this MOU; and (ii) Confidential Information that constitutes a trade secret will be protected for the maximum period allowed by law. At Disclosing Party's request, or upon termination of this MOU, Receiving Party will, upon request, (1) return all Confidential Information to Disclosing Party or (2) destroy all Confidential Information and certify such destruction to Disclosing Party.
- D. To the extent Florida Public Utilities Company is acting as a "contractor" as defined in section 119.0701(1)(a), Florida Statutes, to or for the City under this MOU, Florida Public Utilities Company shall:
- (1) Keep and maintain public records required by the City to perform the service;
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this MOU and following completion of the work contemplated under this MOU if Florida Public Utilities Company does not transfer the records to the City; and

(4) Upon completion of the work contemplated under this MOU, transfer, at no cost, to the City all public records in possession of Florida Public Utilities Company or keep and maintain public records required by the City. If Florida Public Utilities Company transfers all public records to the City upon completion of the work contemplated under this MOU, Florida Public Utilities Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Florida Public Utilities Company keeps and maintains public records upon completion of the work contemplated under this MOU, Florida Public Utilities Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IV. INSURANCE

A. During the term of this MOU and for one year thereafter, each party will obtain and maintain, at its expense, the insurance coverage required in this Insurance section. Such coverage shall be self-insured or placed with financially reputable insurers rated "A" or better by A.M. Best and licensed to do business in all jurisdictions where any work is performed under this MOU.

B. Upon request, each party shall provide a certificate of insurance or evidence of self-insurance to the other, evidencing the following required insurance:

- (1) Workers' Compensation insurance in the form of and in the maximum amount provided for under any workers' compensation or similar law in the jurisdiction where any Responding Party is located, and Employer's Liability coverage with a limit of One Million Dollars (\$1,000,000) per accident.
- (2) Commercial General Liability or equivalent coverage, including coverage for Contractual Liability and Products/Completed Operations Liability, with limit of One Million Dollars (\$1,000,000) combined single limit per occurrence.
- (3) Business Auto Insurance or equivalent coverage covering the ownership, maintenance, or use of any owned, non-owned, or hired automobile with a limit of One Million Dollars (\$1,000,000) combined single limit per occurrence.
- (4) All liability insurance provided hereunder shall provide that:
 - (a) Each Responding Party, its officers, agents, employees, and volunteers are added as additional insureds on a primary non-contributory basis to the Requesting Party's Commercial General Liability and Business Auto insurance policies identified above.
 - (b) It includes an insurer's waiver of rights of subrogation in favor of the other party, and its employees and agents.
 - (c) It contains a severability of interest clause.

C. Nothing contained herein limits either party's liability to the other party to the limits of insurance certified or carried.

D. Regardless of any other MOU provision and regardless of availability under applicable law, no party will be liable under this MOU for lost profits or other consequential, special, indirect, treble, exemplary, incidental, or punitive damages under any circumstance.

E. The parties understand that each may be self-insured for the identified insurance requirements in Section IV.B.(1) through (4). However, the parties agree that such acceptance does not diminish the responsibilities to each other that would otherwise be covered by insurance if they were not self-insured.

F. All invoicing for Emergency Assistance rendered hereunder shall be performed consistent with the Principles. The parties shall submit reasonably detailed invoices that include the contract number and any applicable purchase order numbers, the type of service provided, the date of such service, and a breakdown of costs incurred for personnel, equipment, and materials. The parties are not required to submit a specific form as its invoice, but all invoices shall include the information requested above. Invoices that request reimbursement of expendable materials shall be supported by documentation. Responding Party should submit its "preliminary invoice" to Requesting Party within 120 calendar days from date released by the Requesting Party. Responding Party will provide any available supporting documentation at the time the preliminary invoice is submitted. Requesting Party should receive Responding Party's final invoice within 90 calendar days from invoice date of preliminary invoice and any supplemental supporting documentation.

G. Invoices shall be sent to the applicable party's accounts payable department via e-mail or regular mail as provided below:

To the City:
[INSERT BILLING
CONTACT FOR
REQUESTING
PARTICIPANT]

To Florida Public Utilities Company:
_____, Electric Operations Manager
Florida Public Utilities Company
780 Amelia Island Parkway
Fernandina Beach, FL 32034

V. GENERAL TERMS AND CONDITIONS

A. This MOU shall be for an initial term of five (5) years from the last date of execution set forth on the signature page below, provided, however, that this MOU may be terminated by any party as set forth in Section I.C above.

B. Any party may elect not to provide services under this MOU at its own discretion. The parties understand and acknowledge that they may be parties to other mutual assistance agreements, and that those other mutual assistance agreements may take precedence or priority over the Emergency Assistance requested under this MOU. Nothing in this MOU is intended to provide priority to a party in the event of any emergency.

C. Any party may, in execution of the terms of this MOU, involve other emergency response organizations through mutual-aid agreements, automatic-aid agreements, or subcontracts, or any applicable mutual-aid and emergency/disaster assistance statutes available at law. If such other parties are used, they shall be under such party's control and, for purposes of this MOU, shall be considered units of such party.

D. The parties agree that their requirements to indemnify, hold harmless and defend a Responding Party shall be governed by the terms of the Principles.

E. This MOU reflects the negotiated agreement of the parties. Accordingly, this MOU is to be construed as of the parties jointly prepared it, and no presumption shall be made as to whether one party or another prepared this MOU for purposes of interpreting or construing any of the provisions of this MOU.

F. No amendment to this MOU is valid unless mutually agreed to and signed by both parties.

G. This MOU will not terminate without a minimum 30-day written notice between parties.

H. This MOU may be executed in counterparts, each of which is hereby deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this MOU as of the dates set forth below by their respective signatures.

FLORIDA PUBLIC UTILITIES COMPANY

[NAME OF REQUESTING PARTICIPANT]

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

PRINCIPLES APPLICABLE TO MOU AS TO MUTUAL ASSISTANCE

1. Safety of personnel and the public is the preeminent objective and responsibility of all involved parties throughout the emergency response. Responding Party's safety rules and work procedures shall apply to all work done by its personnel. Unless mutually agreed otherwise, the Requesting Party's switching and tagging rules should be followed to ensure consistent and safe operation. The Requesting Party shall provide to the Responding Party written guidelines as to the switching and tagging procedures utilized by the Requesting Party. The Requesting Party shall provide to the Responding Party a sufficient supply of switching/blocking tags suitable for use on the Requesting Party's facilities and equipment. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting Party and Responding Party.
2. To the extent possible, the parties should reach a mutual understanding and agreement in advance on the anticipated length – in general – of the Emergency Assistance period. For extended assistance periods, the parties should agree on the process for replacing, or providing extra rest for, the Responding Party's personnel. It is understood and agreed that if, in the Responding Party's judgment such action becomes necessary, the decision to terminate the assistance and recall personnel and equipment lies solely with the Responding Party. The Requesting Party will take the necessary action to return such personnel and equipment promptly.
3. The Emergency Assistance period shall commence when personnel and/or equipment expenses are initially incurred by the Responding Party response to the Requesting Party's needs. (This would include any request for the Responding Party to prepare its employees and/or equipment for transport to the Requesting Party's location but to await further instructions before departing). The Emergency Assistance period shall terminate when such employees and/or equipment have returned to the Responding Party, and shall include any mandated DOT rest time or union contracted rest time resulting from the assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g. cleaning off trucks, restocking minor materials, etc.).
4. Employees of Responding Party shall at all times during the Emergency Assistance period continue to be employees of Responding Party and shall not be deemed employees of Requesting Party for any purpose. Responding Party shall be an independent contractor of Requesting Party and wages, hours, and other terms and conditions of employment of Responding Party shall remain applicable to its employees during the Emergency Assistance period.
5. It is the intent of the parties, to the fullest extent authorized by law, that the Responding Party (as the direct employer of the Responding Party's employees) and the Requesting Party (as the party responsible for reimbursing workers compensation benefits under Paragraph 12 below) both be entitled to worker's compensation immunity in the event a Responding Party's employee suffers injury or death during the course of any activities contemplated in the MOU. Accordingly, the MOU shall be implemented and interpreted in such a manner as will provide, to the fullest extent possible, workers' compensation immunity to a Requesting Party in the event a Responding Party's direct employee suffers a work-related injury or death during the course of any activities contemplated in the MOU. Nothing in this paragraph, however, shall in any way affect or negate the Requesting Party's indemnity and/or reimbursement obligations to the Responding Party as set forth in these Principles.

6. Responding Party shall make available, upon request, a reasonable number of supervisors in addition to crew leads. Requesting Party shall provide all assignments for work to be done by Responding Party's crews to Responding Party's supervisors; or, when Responding Party's crews are to work in widely separate areas, to such of Responding Party's crew lead as may be designated for the purpose by Responding Party's supervisors.

7. Unless otherwise agreed by the parties, Requesting Party shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. As an exception to this, the Responding Party shall normally be responsible for arranging lodging and meals en route to the Requesting Party's service area and for the return trip home. The cost for these in-transit expenses will be covered by the Requesting Party, consistent with Paragraph 9 below.

8. Requesting Party may indicate to Responding Party the type and size of trucks and other equipment desired, as well as the number of job function of personnel requested, but the extent to which Responding Party makes available such equipment and personnel shall be at Responding Party's sole discretion.

9. Requesting Party shall reimburse Responding Party for all reasonable costs and expenses incurred by Responding Party as a result furnishing Emergency Assistance. Responding Party shall furnish documentation expenses to Requesting Party. Such costs and expenses shall include, but not be limited to, the following:

a. Employee wages and salaries including those of Responding Party's contractors) for paid time spent Requesting Party's service area, paid time during travel to and from such service area, and stand-by time and preparation time when notified to do so by Requesting Party, plus Responding Party's standard payable additives to cover all employee benefits and allowances for vacation, sick leave, holiday pay, social and retirement benefits, all payroll taxes, workers' compensation, employer's liability insurance, and other contingencies and benefits imposed by applicable law or regulation;

Personnel travel and living expenses (meals, lodging, and reasonable incidentals). This shall not include hotel related expenses other than lodging, unless agreed to by Requesting Party prior to their occurrence. For example, phone calls made from rooms, room service, in-room movies, mini bar usage, etc. should not be incurred.;

c. Replacement cost of materials and supplies expended or furnished;

d. Repair or replacement cost of equipment damaged, lost or stolen;

e. Charges, at rates internally used by Responding Party, for the use of transportation equipment and other equipment requested;

f. Administrative and general costs, which are properly allocable to the Emergency Assistance to the extent such costs are not chargeable pursuant to the foregoing subsections.

10. Responding Party shall keep all time sheets and work records pertaining to Responding Party's personnel furnishing Emergency Assistance for a period of time consistent with its normal document retention practices.

11. Requesting Party shall pay all undisputed costs and expenses of Responding Party within sixty (60) days after receiving a final invoice therefor. Specifics as to invoicing by Responding Party shall be as set forth in Section V of this MOU.

12. Requesting Party shall indemnify, hold harmless and defend the Responding Party from and against any and all liability for loss, damage, cost, or expense that Responding Party may incur by reason of bodily injury, including death, to any person or persons, including employees, or by reason of damage to or destruction of any property, including the loss of use thereof, that result from furnishing Emergency Assistance and whether or not due in whole or in part to any act, omission, or negligence of Responding Party except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Responding Party. Where payments are made by the Responding Party under a workers' compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing Emergency Assistance, Requesting Party shall reimburse the Responding Party for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Responding Party.

13. In the event any claim or demand is made, or lawsuit or action is filed, against Responding Party alleging liability for which Requesting Party shall indemnify and hold harmless Responding Party under these Principles, Responding Party shall promptly notify Requesting Party thereof, and Requesting Party, at its sole cost and expense, shall settle, compromise, or defend the same in such manner as it, in its sole discretion, deems necessary or prudent. Responding Party shall cooperate with Requesting Party's reasonable efforts to investigate, defend, and settle the claim or lawsuit or action.



BEACHES ENERGY
SERVICES

TO: George D. Forbes
City Manager

FROM: Allen Putnam
Director of Beaches Energy Services

DATE: August 11, 2017

SUBJECT: Purchase 138kV/145kV SF-6 Breakers for Beaches Energy Services

ACTION REQUESTED:

Approve the purchase of four (4) replacement and four (4) new 138kV/145kV high voltage circuit breakers for a total of eight (8) according to pricing provided under Coelectric Partners Master Purchasing Agreement for High Voltage Circuit Breakers – Agreement # MPA 0107B.

BACKGROUND:

On July 2, 2014, the City Council approved the purchase of four (4) Alstom Grid 138kV/145kV SF6 breakers via Bid 1314-07 for \$204,520. Later, in a memo dated July 16, 2016 we explained that in a procedure Beaches Energy commonly used to test other brands of breakers, these Alstom Grid breakers were tested without the use of SF-6 gas. Because of this, these breakers had to be sent back to the factory to ensure that they were not damaged prior to being installed. This was approved by City Council.

Beaches Energy then arranged for the breakers to be shipped back to the manufacturer in November 2016. A shipping company was hired and insurance was purchased for the full value of the breakers. During shipment, the breakers were damaged due to the carrier selecting a transport vehicle that did not allow the truck to maintain the proper clearances for bridges and overpasses. A claim was filed with Coyote Logistics on November 20, 2016. A few months passed with no resolution. At that time we engaged the City Attorney, Susan Erdelyi, to become involved in the claim. To date, this matter has not been resolved and not having these breakers will soon begin affecting the time lines of other larger Beaches Energy projects, primarily, the Guana substation upgrade. For this reason, I am requesting that four (4) replacement breakers be procured.

In addition, Beaches Energy Services Capital Budget Plan for 2017/2018 for the Guana Substation expansion included the purchase of four (4) 138kV/145 kV breakers for the new Guana Substation Transformer #2.

These breakers will be purchased utilizing the Coelectric Partners agreement # MPA 0107B that has been previously competitively bid. These Hitachi breakers are priced at \$52,400 each for a

George D. Forbes

Page 2

August 11, 2017

total price of \$419,200. Our current substation design utilizes Hitachi brand breakers. Once purchased and installed each of our distribution substations high-side breakers will be standardized.

RECOMMENDATION:

Purchase eight (8) breakers from HBV Inc. (Hitachi) as explained in the memorandum from the Director of Beaches Energy Services dated August 11, 2017.

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6268

Fax: 904.247.6276

www.jacksonvillebeach.org

MEMORANDUM

TO: Mayor Latham
Members of the City Council

FROM: Trish Roberts
Deputy City Manager

DATE: August 14, 2017

RE: Adopt Resolution 1987-2017, Fees for Paid Parking in Municipal Parking Lots

ACTION REQUESTED

Adopt Resolution 1987-2017, revising fees for paid parking in municipal parking lots.

BACKGROUND

Since 2010, during warm weather months, the City of Jacksonville Beach has charged \$5 for parking on the weekends in its three largest downtown parking lots: the Pier, the Ritz and Latham Plaza. We will add the new parking lot on 2nd Street and 3rd Avenue North to the program. In the future, we may also add the Oceanfront Park lot to the program. Jacksonville Beach residents may park at no charge when they provide proof of residence by showing their Florida Driver License to the parking lot attendant.

Although hours can vary depending on the weather and demand for parking, current hours of operation for paid parking are:

- Fridays from 6:00 pm to 2:00 am (if Friday is a holiday, hours will be 10:00 am to 2:00 am)
- Saturdays from 10:00 am to 2:00 am
- Sundays and holidays from 10:00 am to 12:00 midnight (if Monday is a holiday, the preceding Sunday's hours will be 10 am to 2 am)

Based on rate comparisons with other cities (next page) and a desire to have some flexibility with regard to the hours of paid parking and the days of operation (for example, when a festival or large special event is taking place), the following changes are recommended in the attached resolution:



- On the days of festivals, the charge will be \$10 per vehicle
- The parking rate will be unchanged at \$5 per vehicle, except:
 - On days when festivals are held, the charge will be \$10 per vehicle
 - On holidays and on holiday weekends (when the holiday falls on a Friday, Saturday, Sunday or Monday) the charge will be \$10 per vehicle for the entire weekend
- Change the months that the parking program operates to the months of March through October (instead of March through September)
- Give the City Manager the authority to adjust the hours of operation for paid parking

Rate comparisons with other comparable Florida cities are shown below:

	Hourly	Daily
City of Jacksonville	\$1.00 to \$5.00	\$3 to \$12 (lots, garages)
St. Augustine	\$0.50 to \$1.50 (3 hour limit)	\$10 to \$12 (lots, garages)
Miami Beach	\$1 to \$4 (max time varies)	\$1 per hour (max daily rate = \$20; weekend flat rate = \$15)
Clearwater Beach	\$1.25 to \$3	\$5
New Smyrna Beach	-	\$10 (\$100 annual; residents free; fines \$25)

RECOMMENDATION

Adopt Resolution 1987-2017, establishing charges, months, days and hours of operation for municipal parking lots.

Introduced by: _____

Adopted: _____

RESOLUTION NO. 1987-2017

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING CHARGES, MONTHS, DAYS AND HOURS OF OPERATION FOR MUNICIPAL PARKING LOTS: AUTHORIZING THE CITY MANAGER TO ADJUST HOURS AND DAYS OF OPERATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach owns several lots in its downtown business district, and

WHEREAS, the City operates a paid parking program in its downtown parking lots, and

WHEREAS, the City wishes to set charges, dates, days and hours of operation for the parking program, and

WHEREAS, the City wishes to have some flexibility in the management of the paid parking program.

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

SECTION 1. The charge to park in a municipal parking lot shall be \$5.00 per vehicle, except on days when festivals are held, on holidays, and on holiday weekends (when the holiday falls on a Friday, Saturday, Sunday or Monday), when the charge shall be \$10.00 per vehicle for the entire weekend.

SECTION 2. The paid parking program shall operate during the months of March through October on Fridays, Saturdays, Sundays and holidays.

SECTION 3. The hours of the paid parking program are currently as follows:

Fridays: From 6:00 p.m. to 2:00 a.m.
Saturdays: From 10:00 a.m. to 2:00 a.m.
Sundays: From 10:00 a.m. to 12:00 midnight, (if Monday is a holiday, the preceding Sunday's hours will be 10:00 a.m. to 2:00 a.m.)
Holidays: From 10:00 a.m. to 12:00 midnight

SECTION 4. The City Manager or designee shall have the authority to adjust the hours of operation of the paid parking program.

SECTION 5. Residents of the City of Jacksonville Beach may park at no charge in the City's paid parking lots by showing a current driver's license indicating that their residence is within the municipal boundaries of the City of Jacksonville Beach.

SECTION 6. This Resolution shall become effective immediately upon its adoption.

AUTHENTICATED this ___ day of _____, 2017.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

City of Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

[Phone] 904.247.6231

[Fax] 904.247.6107

[E-Mail

Planning@jaxbchfl.net]

www.jacksonvillebeach.org



MEMORANDUM

TO: George D. Forbes, City Manager

FROM: William C. Mann, Planning and Development Director 

RE: Resolution No.1990-2017, approving the sale of surplus property (used CRA Street Pole Banners) to the public.

DATE: July 31, 2017

Action Requested:

Adoption of Resolution No. 1990-2017, approving the sale to the public by the Planning and Development Department of 32 used CRA Street Pole Banners.

Background:

Surplus and salvaged equipment or material may be disposed of by the City by auction, sale, transfer, or donation when authorized by the City Council.

The Jacksonville Beach Community Redevelopment Agency (CRA) currently owns 32 used Street Pole Banners that were removed from their various street light pole locations along 3rd Street in January 2017 when they were replaced with new banners. The used banners are variably worn, slightly faded, and a little dusty, but 32 of them are generally still in good shape, and there has been interest expressed by the public in buying them.

It is proposed that the 32 used banners be sold for \$32.00 each, which cost represents 50% of their replacement cost. They would be made available for purchase, while supplies last, at the Planning and Development Department's front counter, 1st Floor, City Hall.

Recommendation:

Adopt Resolution No.1990-2017, approving the sale to the public by the Planning and Development Department of 32 used CRA Street Pole Banners.

Introduced by: _____

Adopted: _____

RESOLUTION NO. 1990-2017

**A RESOLUTION PROVIDING FOR THE SALE
OF SURPLUS PROPERTY**

WHEREAS, it is hereby declared that certain personal property owned by the Jacksonville Beach Community Redevelopment Agency, more particularly described as thirty-two (32) Street Pole Banners, have been replaced with new banners and are in excess of the foreseeable needs of the public, and for that reason, it is in the best interest of the City that the same be sold to the public in order to recover a portion of the cost of their manufacture and replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF JACKSONVILLE BEACH AS FOLLOWS:

SECTION 1. Thirty-two (32) Street Pole Banners will be disposed of by over-the-counter sale to the public at a cost of \$32.00 each.

SECTION 2. All items shall be sold, as is, where is, and without warranty.

SECTION 3. This resolution shall take effect upon its passage and publication as required by law.

AUTHENTICATED THIS _____ DAY OF _____, 2017.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6268
Fax: 904.247.6276

www.jacksonvillebeach.org

MEMORANDUM

TO: Mayor Latham
Members of the City Council

FROM: Trish Roberts
Deputy City Manager

DATE: August 8, 2017

RE: Adopt Resolution **1991-2017**, Municipal Ball Fields and Sports
Fields Rates and Charges

ACTION REQUESTED

Adopt Resolution **1991-2017** establishing rates and charges for municipal ball fields and sports fields.

BACKGROUND

In 2009, the City Council adopted rates for the ball fields and established the following rates:

Softball: \$400 per team, per season.
Flag football: \$450 per team, per season.

On June 19, 2017 the City Council adopted Resolution 1979-2017 establishing new rates, charges and fees for the municipal ball fields and sports fields. The resolution increased the team fees for softball and flag football by \$50 per team, per season.

Therefore, the Resolution should have established the following rates:

Softball: increase from \$400 to \$450 per team per season.
Flag football: increase from \$450 to \$500 per team per season.

However, due to scrivener's error, the Resolution established the following:

Softball: \$550 per team per season.
Flag football: \$600 per team per season.



Resolution No. **1991-2017** will establish the correct rates (\$450 for softball teams and \$500 for flag football teams) while maintaining all other rates as established by Resolution No. 1979-2017.

RECOMMENDATION

Adopt Resolution **1991-2017** establishing rates, charges and fees for the municipal ball fields and sports fields.

Introduced by: _____

Adopted: _____

RESOLUTION NO. ~~XXXX1991-2017~~1979-2017~~1826-2009~~

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH,
FLORIDA, ESTABLISHING RATES, CHARGES, AND FEES
FOR THE MUNICIPAL BALL FIELDS AND SPORTS FIELDS.**

WHEREAS, the City owns and maintains municipal ball fields and sports fields throughout the City of Jacksonville Beach, and

WHEREAS, the City desires to establish rates, fees, and charges which are consistent with the orderly operation and maintenance of said facilities, and

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

SECTION 1. ~~That~~ there is hereby established a schedule of rates, charges, and fees for the City sports fields:

SPORTS PROGRAM FEES

<u>Adult Softball per season per team</u> <u>(includes a refundable umpire deposit if no games are forfeited) (includes a refundable umpire deposit if no games are forfeited)</u>	\$500 <u>450.00</u>
<u>Adult Flag Football per season per team</u> <u>(includes a refundable umpire deposit if no games are forfeited) (includes a refundable umpire deposit if no games are forfeited)</u>	\$550 <u>500.00</u>
Rental fees for lights per field	\$30.00 for 2 hours; \$15.00 each additional hour
Rental Fees per field per day (adult)	\$150.00 (includes lights & 1 field preparation per day)
Additional field preparation	\$40.00 each time
Field usage fee for camps (Junior)	\$50.00 for 1 day
Field Usage fee for camps (Junior)	\$150.00 monthly
<u>Youth Lacrosse per season per participant</u>	\$5 <u>10.00</u>
<u>Youth Flag Football per season per participant</u>	\$5 <u>10.00</u>
<u>Youth Baseball (including Little League), Babe Ruth Baseball, Youth Girls Softball</u>	<u>Pay utilities at each of the concession stand they use</u>

SECTION 2. That the City Manager or designee shall establish policies for the use of the sports fields, ball fields, camps and tournaments.

SECTION 3. The City Manager or designee may adjust the rates in the Resolution annually in an amount not to exceed the annual percentage increase in the Consumer Price Index (CPI) for All Urban Consumers for the previous calendar year.

SECTION 4. Resolution No. 1979-2017 is hereby repealed in its entirety.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

AUTHENTICATED this ___ day of _____, 2017.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

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MEMORANDUM

To: George D. Forbes, City Manager

From: William C. Mann, Planning and Development Director 

Re: **Ordinance No. 2017-8095**, to amend Land Development Code Section 34-407 to revise the regulations for outdoor restaurants and bars.

Date: August 14, 2017

ACTION REQUESTED:

Adoption of Ordinance No. 2017-8095, to amend Land Development Code Section 34-407 to revise the regulations for outdoor restaurants and bars.

BACKGROUND:

The Land Development Code currently permits outdoor restaurants and bars as conditional uses in commercial zoning districts and outdoor restaurants as conditional uses in *Residential multiple family: RM-2* districts. To implement various approved Vision Plan objectives, staff has proposed to revise certain regulations relative to outdoor restaurants and bars by:

- Making the allowable area calculations simpler and more consistent, and
- Eliminating the prohibition of outdoor amplified sound and music, in light of the City Council's recent approval of a pilot "Low Volume Outdoor Sound and Acoustic Sound" program for restaurants and bars with outdoor areas.
- Acknowledging the "Dogs in Outdoor Dining Area" permit process, administered by the City Clerk's office.

The changes would allow for the maximum area of outdoor customer service areas of restaurants or bars to not exceed 25% of the total enclosed area of the related restaurant or bar. Currently, the Code allows for 20% of the first 3,000 square feet, and 10% of the enclosed space over 3,000 square feet.



Paragraph 34-407(e) that currently prohibits amplified sound and music within approved outdoor seating areas is also proposed to be eliminated. This change is necessary to maintain consistency with the new Chapter 18 "Noise" of the City's Code of Ordinances, adopted by the City Council on June 5, 2017, via Ordinance No. 2016-8082. As a result of the new provisions in that ordinance for the issuance of Low Volume Outdoor Amplified and Acoustic Sound permits, Paragraph (e) of Section 34-407 has been updated to eliminate the prohibition of amplified and other sounds, and to add language referencing animals in outdoor restaurants and bars, and the Dogs in Outdoor Dining Area permit process, administered by the City Clerk's office

The Planning Commission met to consider the proposed amendments to the Land Development Code on August 14, 2017 and voted to recommend approval of the amendments by City Council.

RECOMMENDATION:

Adopt Ordinance No. 2017-8095, to amend Land Development Code Section 34-407, to revise the regulations for outdoor restaurants and bars.

Introduced by: _____
1st Reading: August 21, 2017
2nd Reading: _____

ORDINANCE NO. 2017-8095

AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING DIVISION 2. SUPPLEMENTAL STANDARDS, SECTION 34-407 *OUTDOOR RESTAURANTS AND BARS* OF ARTICLE VIII. SITE DEVELOPMENT STANDARDS TO MODIFY THE LIMITATIONS AND CONDITIONS FOR OUTDOOR RESTAURANTS AND BARS; TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND FOR OTHER PURPOSES.

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

SECTION 1. That Division 2, Section 34-407 of Article VIII. Site Development Standards of the Comprehensive Land Development Regulation of the City of Jacksonville Beach, Florida, is hereby amended, and as amended shall henceforth read as follows:

**DIVISION 2.
SUPPLEMENTAL STANDARDS**

Sec. 34-407. Outdoor Restaurants and Bars

In addition to the standards applicable to all conditional uses, as stated in Section 34-231, and in addition to the regulations of the zoning district in which the restaurant or bar is located, outdoor restaurants and bars ~~which~~ that are permitted or allowed in any zoning district shall be subject to the following limitations and conditions:

(a) The unenclosed portion of the restaurant or bar shall be accessory to or under the same ownership or control as the restaurant or bar ~~which~~ that is operated within a totally and permanently enclosed building located on the same lot.

(b) The area of unenclosed, outdoor customer service area of a restaurant or bar shall not exceed ~~twenty (20%)~~ twenty-five percent (25%) of the ~~first 3,000 square feet of~~ total enclosed area of the restaurant or bar, ~~plus ten (10%) percent of the enclosed area over 3,000 square feet in area.~~

(c) Required parking spaces shall be provided for the ~~total~~ customer service area outside of the building at the same ratio as required for the enclosed area of the restaurant or bar.

(d) The outdoor customer service area shall not be used to compute the minimum seating or customer service area required to qualify for a special restaurant (SRX) alcoholic beverage license.

For any establishment selling alcoholic beverages for on-site consumption, the outdoor service area shall be enclosed by a minimum 42" high wall or fence. The wall or fence shall be constructed of wood, metal (except chain link), plastic, or other similar material. No rope of any kind shall be permitted.

~~(e) There shall be no use, operation, or playing of any musical instrument, loudspeaker, sound amplifier, or other machine for the production or reproduction of sound within an approved outdoor restaurant or bar seating area. No animals except seeing eye dogs shall be permitted within an approved outdoor restaurant or bar seating area.~~

(e) No animals except service dogs shall generally be permitted within an approved outdoor restaurant or bar seating area. However, pursuant to Ordinance No. 2010-7995, other dogs may be allowed in an outdoor restaurant area upon approval of a Dogs in Outdoor Dining Area permit application.

(f) The Planning Commission is authorized to establish hours of operation for conditional use outdoor restaurant and bar seating areas as a means to ensure their compatibility with surrounding land uses.

(g) If an approved outdoor restaurant or bar area violates any of the standards set forth in this section, or any other conditions placed on their approval by the Planning Commission, the violation shall be referred to the Special Magistrate for a hearing. Upon finding that such a violation exists, the Special Magistrate may apply penalties as provided by law, including revocation of the conditional use approval for that outdoor seating area. Whenever the approval for a conditional use outdoor bar or restaurant seating area is revoked for a particular establishment, a conditional use application for outdoor bar or restaurant seating shall not be considered for any portion of that establishment for a period of two (2) years after the date of revocation.

SECTION 2. That all ordinances or parts of ordinances in conflict with this ordinance are, to the extent that the same may conflict, hereby repealed.

SECTION 3. That this ordinance shall take effect upon its adoption by the City Council.

AUTHENTICATED THIS __ DAY OF _____, A.D., 2017.

William C. Latham, Mayor

Laurie Scott, City Clerk