City of Atlantic Beach

Final Agenda

Regular City Commission Meeting

Monday, July 24, 2023 - 6:30 p.m.
Commission Chamber
City Hall, 800 Seminole Road
Atlantic Beach, FL 32233

INVOCATION AND PLEDGE TO THE FLAG
CALL TO ORDER

Page(s)

1. APPROVAL OF MINUTES

1.A. Approve minutes of the Special Town Hall Meeting on June 27, 2023. 5 - 21
Town Hall Meeting Draft Minutes

2. COURTESY OF FLOOR TO VISITORS

2.A. Presentation of check for Aquatic Gardens Drainage Improvements (Senator Yarborough and State Representative Michael)

PUBLIC COMMENT

3. CITY MANAGER REPORTS

3.A. Accept the 90-Day Calendar (July-Sept. 2023) 23 - 26
90-Day Calendar (July-Sept. 2023)

4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS

5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

None.

6. CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COMMISSION AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY. SUPPORTING DOCUMENTATION AND STAFF RECOMMENDATIONS HAVE BEEN PREVIOUSLY SUBMITTED TO THE CITY COMMISSION ON THESE ITEMS.

6.A. Authorize the City Manager to sign the attached amendment to the three-year (2022-2025) agreement with the Union. 27 - 28
PBA Union Negotiations Amendment

7. COMMITTEE REPORTS

None.

8. ACTION ON RESOLUTIONS

* 8.A. **RESOLUTION NO. 23-23** 29 - 66

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH AND THE BOYS' AND GIRLS' CLUBS OF NORTHEAST FLORIDA, INC., FOR PROGRAMMING MANAGEMENT OF GAIL BAKER COMMUNITY CENTER AND JORDAN PARK COMMUNITY CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 23-23

* 8.B. **RESOLUTION NO. 23-24** 67 - 68

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE EXPENDITURES OF FUNDS FROM THE TREE CONSERVATION TRUST FUND FOR DEFINED TREE PLANTINGS ON PUBLICLY OWNED LANDS WITHIN THE CITY OF ATLANTIC BEACH.

Resolution No. 23-24

8.C. **RESOLUTION NO. 23-25** 69 - 72

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY TO ACCEPT THE 2021 JUSTICE ASSISTANCE GRANT PROGRAM

Resolution No. 23-25

* 8.D. **RESOLUTION NO. 23-26** 73 - 105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH AND HOOSE HOMES AND INVESTMENTS, LLC, FOR THE PURCHASE OF 2.16+- ACRES OF REAL PROPERTY IN ATLANTIC BEACH ON DORA DRIVE (PARCEL ID 172118 0000, 172119 0000, 172122 0000) FOR THE PRICE OF $1,075,000; DESIGNATING AMERICAN RESCUE PLAN ACT FUNDS TO BE USED FOR THIS PURPOSE; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS, COMPLETE DUE DILIGENCE EFFORTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Resolution No. 23-26

* 8.E. **RESOLUTION NO. 23-27** 107 - 113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ESTABLISHING THE PROPOSED MILLAGE RATE, THE CURRENT YEAR ROLLED-BACK RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND

SECOND PUBLIC HEARINGS TO CONSIDER THE PROPOSED FISCAL YEAR 2023-24 MILLAGE RATE AND BUDGET AS REQUIRED BY LAW; DIRECTING THE CITY MANAGER TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF DUVAL COUNTY PURSUANT TO REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 23-27

9. ACTION ON ORDINANCES

None.

10. MISCELLANEOUS BUSINESS

None.

11. CITY ATTORNEY/CITY CLERK REPORTS AND/OR REQUESTS

12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

13. ADJOURNMENT

This meeting will be live-streamed and videotaped. The video recording will be posted within four business days on the City's website. To access live or recorded videos, click on the Meeting Videos tab on the city's home page at www.coab.us.

If any person decides to appeal any decision made by the City Commission with respect to any matter considered at any meeting, such person may need a record of the proceedings, and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record shall include the testimony and evidence upon which the appeal is to be based.

Any person wishing to speak to the City Commission on any matter at this meeting should submit a request to the City Clerk prior to the meeting. For your convenience, forms for this purpose are available at the entrance to the Commission Chamber.

Every effort is made to indicate what action the City Commission is expected to take on each agenda item. However, the City Commission may act upon any agenda subject, regardless of how the matter is stated on the agenda.

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) 247-5821 or at City Hall, 800 Seminole Road, Atlantic Beach, FL 32233, no later than 5:00 PM on the Thursday prior to the meeting.

MINUTES
Town Hall Meeting
Tuesday, June 27, 2023 - 6:00 PM
Commission Chamber
City Hall, 800 Seminole Road
Atlantic Beach, FL 32233

ATTENDANCE:

Present:
Bruce Bole, Commissioner - Seat 2
Michael Waters, Commissioner - Seat 3
Candace Kelly, Commissioner - Seat 4
Curtis Ford, Mayor - Seat 1
Jessica Ring, Commissioner - Seat 5

Also Present:
Ladayija Nichols, Deputy City Clerk (DCC)
Joe Gerrity, Interim City Manager (CM)
Kevin Hogencamp, Deputy City Manager (DCM)
Steve Swann, City Engineer (CE)

CALL TO ORDER
Mayor Ford called the meeting to order at 6:01 p.m.

1 TOPIC FOR DISCUSSION

Potential Water system expansion into Neptune Beach

- **Staff Presentation**
- **Mayor's Comments**

CM Gerrity gave a presentation (which is attached hereto and made a part of this Official Record as **Attachment A**).

Mayor Ford mentioned that the most recent request from Neptune Beach (NB) was for fire suppression purposes that pertained to 572 Atlantic Boulevard (Publix). He advised that communications and updates regarding the potential water expansion could be found on the City's website (http://coab.us/2065/Potential-Water-System-Extension-into-Ne). He read off a list of questions that have been received (which is attached hereto and made a part of this Official Record as **Attachment B**).

6-27-23 Attachment A
6-27-23 Attachment B

2 PUBLIC COMMENT
DCC Nichols called each speaker to the podium.

DRAFT

Nancy Staats mentioned that she is curious about what will be developed at the 500 Atlantic Boulevard property. She expressed that it seems like there are still a lot of unanswered questions.

Jim Wheatley expressed concerns about potential parking and traffic issues that could be related to this development.

Shelle Thole discussed concerns about the developer of the 500 Atlantic Blvd property.

Jackie Beckenbach mentioned that she agreed with the sentiments from Shelle Thole. She expressed concerns about who would benefit from this development.

Hank Groff spoke about his love for the beach communities. He encouraged the Commission to consider the effects of an increase in water usage over time.

Susanne Barker thanked the Commission for having this meeting and allowing the public to share their thoughts. She mentioned that she feels AB should not provide water for the potential development.

Carolyn Zisser communicated that she agrees with the previous comments made and expressed concerns about how this topic came about.

Brinkley Harrell expressed concerns about fire emergency water usage. He also addressed concerns about utility rates across the beach communities.

Pat Hazouri encouraged the Commission to not approve selling any water to the developer.

Cindy Anderson asked additional questions.

ADDITIONAL QUESTIONS ANSWERED
Mayor Ford answered the following questions:

Why would AB give water to NB at 125% of what is charged to AB residents and businesses.
- CM Gerrity informed that going above the 25% would require permission from the Public Service Commission.

Why would AB provide water to the developer and not directly to the City of NB.
- Mayor Ford expressed that he would prefer an explicit request from the City Council of NB requesting water.

Commissioner Bole shared that he would like to get the Riverkeepers' opinions. He informed everyone that he doesn't know what the developer is building.

Commissioner Kelly communicated that it all depends on what is being built. She pointed out that traffic is already an issue and that she is not quite reassured yet.

DRAFT

Commissioner Ring expressed concerns about the green tower and the developer not knowing what's going to be built.

Mayor Ford expressed that he doesn't believe the developer under requested when asking for water and that he is not concerned about what will be developed, his concern would be the impact on traffic.

Commissioner Waters explained that this could be a frustrating process and that the decision could take a while.

CE Swann explained that the pressure system is limited because of the height of the water towers. He explained that the City is in the process of upgrading water plants. He shared that Water Plant #1 should be completed by the end of this year. The earliest the City would potentially be able to provide water to the development is at least two years out.

ADDITIONAL PUBLIC COMMENT
Carolyn Zisser commented that the City needs a formal request from NB.

Hank Groff encouraged the Commission to think about the finances of this potential development.

Kenny Camish expressed concerns about the potential water expansion into NB.

Chris Rule, retired fire fighter from the City of Jacksonville Beach, shared his knowledge on water tanks and fire suppression.

Jim Wheatley asked if anyone has researched the developers' company that is interested in potentially receiving water from AB.

John Rating encouraged the Commission to take their time with this issue and think the matter over carefully.

Carolyn Zisser asked a variety of questions.

Brinkley Harrell expressed concern for the funding that it could potentially take for a water expansion.

ADDITIONAL DISCUSSION
Mayor Ford expressed that the City Attorney has been directed to not engage unless a formal request was received from the Council of NB. He also mentioned that if there is an agreement to be done, the City of AB would create it and let NB decide on how they would like to proceed.

Commissioner Bole explained that the City is still in the discovery stages of this potential project and encouraged citizens to continue to put their questions in writing.

Commissioner Ring thanked everyone for attending the meeting and sharing their thoughts.

DRAFT

ADJOURNMENT
The meeting adjourned at 7:37 p.m.

Attest:

Donna L. Bartle, City Clerk

Curtis Ford, Mayor

Date Approved:_____

DRAFT


WHY PROVIDE UTILITIES
TO 500 ATLANTIC BLVD.?
2030 Comprehensive Plan
Intergovernmental cooperation
Revenue

WHY PROVIDE UTILITIES TO 500 ATLANTIC?

❑ COAB 2030 Comprehensive Plan

The City shall coordinate and cooperate with adjacent jurisdictions, other public and governmental agencies to ensure: 1) the equitable and reasonable sharing of authority, responsibility and resources in the provision of services, education and housing, 2) the provision for effective development review and permitting, and 3) the effective representation on behalf of the City in decisions related to future growth management, planning and funding resources.

WHY PROVIDE UTILITIES TO 500 ATLANTIC?

❑ Intergovernmental Cooperation

A valuable tool that helps local governments improve the efficiency, quality, and responsiveness of their services. Enhanced problem-solving capacity also helps address complex problems.

WHY PROVIDE UTILITIES TO 500 ATLANTIC?

EXAMPLES OF INTERGOVERNMENTAL COOPERATION

- **Stormwater management.** COAB stormwater runs off into Hopkins Creek, which flows into Neptune Beach.
- **Public safety mutual aid.** Most recently, CONB provided police coverage during COAB's personnel shortage and during a critical emergency.
- **Emergency management.** Duval County's cities collaborate year-round, along with during and after hurricanes and other emergencies.
- **Sewage.** JEA pays COAB to treat wastewater collected from Mayport village.

WHY PROVIDE UTILITIES TO 500 ATLANTIC?

EXAMPLES OF INTERGOVERNMENTAL COOPERATION (CONT'D)

- **Public parking.** CONB administers North Beaches Parking on COAB's behalf.
- **Beaches Town Center.** The two cities collaborate to maintain, improve the shared restaurant and shopping amenity, and conduct community events.
- **Atlantic Boulevard median.** Shared COAB-CONB maintenance agreement.
- **Fire protection.** Interlocal agreement with the City of Jacksonville.
- **Problem-solving.** COAB is providing critical information-technology consultation to CONB.

WHY PROVIDE UTILITIES TO 500 ATLANTIC?

❑ Revenue

The fees charged to customers outside of the city is 125% the fee COAB receives from customers within the city limits. This 25% surcharge helps finance and operate the infrastructure COAB needs to assure, modern, reliable and environmentally sustainable water and wastewater treatment systems.


ADDITIONAL
INFORMATION
www.coab.us/projects

Attachment B to
6-27-23 Minutes

Comments on 500 Atlantic Water & Sewer Questions

Green = CONB comments
Blue = COAB comments

How did this need for water come about? There have been businesses operating in the Neptune Beach shopping center for decades, including several grocery stores. Why is there currently a need for an increased supply of water?

This is a question of both potable and fire flow needs. Possibly the previous users of water at 500 Atlantic didn't need as much as the projected project. After working through zoning with CONB, the developers approached COAB with a certain potable water demand that might need refining. With respect to fire flow needs at 572 Atlantic, NFPA requirements have become more stringent over the years. Once 572 was redeveloped, it became subject to those updated standards.

Did Neptune Beach study their existing water resources prior to approving the new projects?

The developer planned a certain development. CONB approved the development under zoning which is unrelated to utility service. When the developer requested a verification of utility availability, that is when the inability to provide service was discovered, and they then approached COAB.

There is a water tank behind the new Publix store which has caused some objection from neighbors behind the shopping center. The City of Neptune Beach has promised to remove it. Is this why they now need help from Atlantic Beach to Increase their access to water?

Yes, the agreement is the tank comes down once the fire flow is secured from COAB via the pipe to be built across Atlantic Boulevard by developers of 500. The fire flow connection is zero impact to COAB … unless there's a fire.

What exactly is Neptune Beach asking for? Just water for fire suppression for Publix and the neighboring stores? Water for fire suppression plus everyday use for Publix and the other stores? Water for fire suppression plus any everyday use for Publix, adjacent stores and future projects that would be constructed on the Kmart section of the shopping center? Are sewer services included in the request at any level?

CONB is supplying potable water and sewer service to 572. COAB would provide potable water and sewer services to the proposed 500 Atlantic, thereby deriving revenue for its utility which has the capacity to serve according to COAB. The potable water used by COAB and CONB comes from the same aquifer, and both utilities are permitted and regulated by St. Johns River Water Management District. Both utilities have sufficient permit capacity to serve 500 and 572; the issue for CONB is that its piping grid is insufficient to provide the needed water to 500.

Is this an interim remedy for Neptune Beach's problem? Do they have plans for an

Infrastructure project that will provide water in the future? Would an agreement between Atlantic and Neptune Beach have a sunset date or regular renewal periods?

CONB's goal is for its utilities to serve the needs of everyone in its community. CONB is reviewing the hydraulic model created by JEA to understand what piping improvements would be required, estimated costs and construction timelines.

If Atlantic Beach declines this agreement, does Neptune Beach have a Plan B to address its need for water?

As noted previously, CONB's goal is to serve everyone in its community and is reviewing infrastructure options.

What would be the actual usage request in numbers? How much water does Atlantic Beach currently use per day and how much more would be needed to meet the Neptune Beach request? What percentage of our water resources are they requesting?

The developer of 500 Atlantic is estimating their maximum demand at 88,200 gallons per day (gpd). COAB currently pumps an average of 2.4 million gpd from the Floridan aquifer and is permitted to pump up 3.75 million gpd. The developer's request represents approximately 3.5% of our current demand and about 2.3% of our overall permitted pumping capacity. With respect to impacts to the Floridan aquifer, it makes no difference whether the potable water provided to 500 Atlantic comes from COAB or CONB, we both draw our water from the same source.

There was a study performed by J. Collins regarding this water issue. Does the information in the report add additional context to such an agreement? How much has Atlantic Beach spent to date on studies or reports regarding this issue?

The work performed by J. Collins & Associates was strictly a technical feasibility analysis regarding COAB's ability to provide potable water and sewer service to 500 Atlantic without negatively impacting existing customers. Cost for this work was approximately $2,500.

If Atlantic Beach agrees to provide water to Neptune Beach, would there still be adequate water to meet our future needs? Would this provide increased stress on our current infrastructure? Would it affect our Atlantic Beach water/sewer rates?

There unequivocally is adequate water to meet our future needs. Our current Consumptive Use Permit for water withdrawals, which is valid through 2039, allows us to sustainably withdraw as much as 3.75 million gallons per day and our current withdrawal rate is about 2.4 million gallons per day. Between COAB's three potable water treatment plants, we have the ability to pump over 6 million gallons per day. Adding the proposed 500 Atlantic water demand to our system will not increase stress on our system, especially since WTP No. 1 is currently undergoing a modernization

project and WTP No. 2 is scheduled to be upgraded next year.

Providing water and sewer service to 500 Atlantic will not affect our current rates. In fact, the addition of 500 Atlantic will result in them paying ~$280,000 in system development charges that will help offset the cost of the planned work at the water treatment plants.

If Atlantic Beach agrees to provide water to Neptune Beach, would the agreement be between the two cities or between Atlantic Beach and the developers/owners of the Neptune Beach shopping center. Who would pay for the actual infrastructure work? What would happen if the developers/owners go out of business?

The agreement will be between the developer, COAB and CONB. The developer will pay for the infrastructure work required to connect the development to the COAB water and sewer system. If the developer goes out of business, the water meter serving the development will be removed and there will be no demands on our system until a new owner requests service and CONB is unable to provide that service.

Is there any precedent for Atlantic Beach supplying water and sewer outside our city limits, for example, the area along Mayport Road up to Mayport Village that is technically the City of Jacksonville? How has that arrangement worked and has it provided any benefit to Atlantic Beach?

The City bought the Buccaneer Service District, which is outside of the city limits, a number of years ago. JEA provides water and sewer service in Mayport Village. However, JEA pumps wastewater to our system for treatment under agreement where they pay us for service. In the late 1980s, we also had an agreement between the developer, COAB and CONB to provide water and sewer service for a limited period of time to the shopping center where the existing Publix is located. However, we do not believe service by COAB was ever provided as CONB was able to extend service to the development.

The ability to provide these services outside of our city limits benefits Atlantic Beach by ensuring that wastewater produced in our area is adequately treated and does not result in polluting the marsh areas and also ensures that residents and businesses in our area have a clean, safe and reliable source of potable water and fire protection. The system development charges applied to new connections and the monthly service fees charged to customers outside of the city augments the fees we receive from customers within the city limits to help us finance and operate, through an economies of scale, the infrastructure we need to assure modern, reliable and environmentally sustainable water and wastewater treatment systems.

In January 2023, the Commissioners of Atlantic Beach agreed on two priorities for this year that pertain to water use. They are 1) to decrease overall water consumption in the City; and, 2) to make progress toward the new state mandated net zero deposit of sewer

discharge into the Intracoastal Waterway. Will providing water to Neptune Beach make it more difficult for Atlantic Beach to advance these priorities?

The Commission priority is to reduce residential water consumption by 15%. Providing service to 500 Atlantic does not impact our efforts to reach that goal as 500 Atlantic is a commercial development. With respect to the state mandated zero discharge of treated wastewater to the St. Johns River by 2032, the wastewater expected to be produced by 500 Atlantic is a small incremental increase in the overall daily volume of wastewater treated by COAB.

Could an agreement of this type produce a new income stream for Atlantic Beach? What could these new dollars be used for?

500 Atlantic will be required to pay a substantial system development charge and will be charged for monthly water and sewer use plus a 25% surcharge, similar to our other existing customers located outside of the city limits. This income stream will be utilized within the water and sewer systems to fund operations and continued infrastructure improvements. Much of the COAB water and sewer system is of advanced age and fees collected from 500 Atlantic will be utilized as prioritized by our capital improvement plant where necessary throughout our system for rehabilitation and replacement of water and sewer pipelines and improvements at our treatment facilities. Monthly fees will also be utilized to augment funds required for system operation and maintenance.

It seems like staff in both cities have been the ones studying and discussing this issue. Why has it not been addressed in a significant way by the Atlantic Beach City Commission?

When the City of Neptune Beach determined it could not adequately provide water and sewer service to 500 Atlantic Beach, the City of Neptune Beach agreed to allow the developer to approach the City of Atlantic Beach to provide the utilities. Current efforts, involving minimal staff time, have been centered solely on the technical feasibility of providing service to 500 Atlantic. The purpose of this effort was to inform the developer if their request was technically feasible (typical effort for any large commercial request for service) and to be able to provide the Commission with defensible data if and when an official request is made by CONB and the developer.

Mayors in our three beach cities often say we are three cities but one community. Is there a fundamental reason for us to share our water with Neptune Beach? What will be the impact on Atlantic Beach specifically and the community in general if we don't agree to this request?

If our neighboring City has a need where COAB can assist without impacting our finances or residents, it behooves us to at least consider the request (although a specific request has not been made yet). If this request is not agreed to there will be no specific impact to COAB. However, the

proposed scale of redevelopment of the 500 Atlantic may have to be reassessed by the developer.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: 90-Day Calendar for the Mayor and Commission

SUBMITTED BY: Yvonne Calverley, Executive Assistant to the City Manager YC

TODAY'S DATE: July 7, 2023

MEETING DATE: July 24, 2023

BACKGROUND: The 90-day calendar is included on the agenda for the purpose of setting meeting dates and determining the location, time and whether to videotape special meetings and workshops. The rolling 90-day calendar will be revised after receiving input from City staff and the Commission, and will be included in each agenda for consideration.

NOTES:

1) City Commission will hold one-on-one interviews with City Manager applicants on Friday, July 28 at City Hall and Adele Grage.
2) A public meet and greet with City Manager applicants will be held on Friday, July 28 from 5:30 to 7:30 pm in the Chamber.
3) City Commission meeting/public interviews with City Manager applicants will be held on Saturday, July 29 at 10 am in the Chamber.
4) A City Commission special-called meeting is scheduled for Monday, July 31 at 6 pm in the Chamber.
5) Budget Workshops have been scheduled for 5:30 pm on the following dates:
   July 25
   August 7
   August 24 (*if needed*)

BUDGET: None

RECOMMENDATION: Approve the 90-Day Calendar for July – September 2023

ATTACHMENT: 1) Mayor and Commission 90-Day Calendar (July – September 2023)

REVIEWED BY CITY MANAGER: Joe Gruenty

MAYOR AND COMMISSION

July 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2 Farmers Market (Russell Park) 10 am - 2 pm Songwriters Concert (Bull Park) 6-8 pm	3	4 **City Offices Closed**	5 Safety, Traffic & Parking Committee 6 pm	6 Special Magistrate Hearing 2 pm ESC Speaker Series 6 pm	7	8 Town Hall Meeting 10 am (Chamber)
9 Farmers Market (Russell Park) 10 am - 2 pm	10 Commission Mtg 6:30 pm (Invoc-Ring)	11 ARCC Meeting 6 pm	12 ESC Tree Subcommittee 5:15 pm ESC Meeting 6 pm	13	14	15
16 Farmers Market (Russell Park) 10 am - 2 pm	17	18 Community Development Board Mtg 6 pm	19 ESC Outreach Subcommittee Meeting 4:45 pm	20 Safety, Traffic & Parking Committee 6 pm	21 Shakespeare in the Park 7:30 pm (Johansen Park) Family Paint Night (Donner Park) 6:30 pm	22 Shakespeare in the Park 7:30 pm (Johansen Park)
23 Farmers Market (Russell Park) 10 am - 2 pm Acoustic Night (Bull Park) 6 pm	24 Commission Mtg 6:30 pm (Invoc-Ford)	25 Budget Workshop 5:30 pm	26 Charter Review Committee 6 pm	27 ESC Sustainability & Resiliency Subcommittee Meeting 9 am	28 Commission One-on-one interviews Meet and Greet 5:30 pm (Chamber)	29 Commission meeting/public interviews 10 am (Chamber)
30 Farmers Market (Russell Park) 10 am - 2 pm	31 Commission Special Called meeting 6 pm					

MAYOR AND COMMISSION

August 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3 ESC Speaker Series 6 pm	4	5
6 Farmers Market (Russell Park) 10 am - 2 pm Songwriters Concert (Bull Park) 6-8 pm	7 Budget Workshop 5:30 pm	8 ARCC Meeting 6 pm	9 ESC Tree Subcommittee 5:15 pm ESC Meeting 6 pm	10 Pension Board 6:30 pm	11	12
13 Farmers Market (Russell Park) 10 am - 2 pm	14 Commission Mtg 6:30 pm (Invoc-Bole)	15 Community Development Board Mtg 6 pm	16 ESC Outreach Subcommittee 4:45 pm	17	18 Movies in the Park 8 pm-Bull Park Family Paint Night 6:30 pm (Jordan Park)	19
20 Farmers Market (Russell Park) 10 am - 2 pm Acoustic Night (Bull Park) 6 pm	21	22 ARCC Meeting 9 am (Grant Presentations)	23 Charter Review Committee 6 pm	24 Sustainability & Resiliency Meeting Noon ARCC Meeting 3 pm (Grant Presentations) Budget Workshop 5:30 pm (*if needed*)	25	26
27 Farmers Market (Russell Park) 10 am - 2 pm	28 Commission Mtg 6:30 pm (Invoc-Waters)	29	30	31		

MAYOR AND COMMISSION

September 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3 Farmers Market 10 am – 2 pm (Russell Park)	4 **Labor Day** **City Offices** **Closed**	5	6	7 Special Magistrate Hearing 2 pm ESC Speaker Series 6 pm	8 Movies in the Park 8 pm (Donner Park)	9
10 Farmers Market 10 am – 2 pm (Russell Park)	11 Commission Mtg 6:30 pm (Invoc-Kelly)	12 ARCC Meeting 6 pm	13 ESC Tree Subcommittee 5:15 pm ESC Meeting 6 pm	14	15 Family Paint Night 6:30 to 7:30 pm (Donner Park)	16
17 Farmers Market 10 am – 2 pm (Russell Park)	18	19 Community Development Board Mtg 6 pm	20 ESC Outreach Subcommittee Meeting 4:45 pm	21	22	23
24 Farmers Market 10 am – 2 pm (Russell Park)	25 Commission Mtg 6:30 pm (Invoc-Ring)	26	27 Charter Review Committee 6 pm	28 ESC Sustainability & Resiliency Subcommittee Meeting 9 am	29	30 Fall Festival 10 am to 1 pm (Donner Park)
31						

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: PBA Union Negotiations 2022-2025 Contract Amendment

SUBMITTED BY: Cathy Varian., Human Resources Director

TODAY'S DATE: July 12, 2023

MEETING DATE: July 24, 2023

BACKGROUND: The contract that the City of Atlantic Beach entered into with the Police Benevolent Association (PBA) runs from 2022 – 2025. The City and Union had one public negotiation meeting and came to an agreement, pending ratification and Commission approval, on a minor change to the contract. The key provision in the contract that has been amended is as follows:

Allow the members of the PBA bargaining unit to roll over up to 25 hours of comp time into the next fiscal year, allowing them to use that for time off in the fall, since it is difficult to use during the busy and short-staffed summer months.

BUDGET: No impact.

RECOMMENDATION: Authorize the City Manager to sign the attached amendment to the three-year (2022-2025) agreement with the Union.

ATTACHMENT: City of Atlantic Beach and PBA Contract Amendment.

REVIEWED BY CITY MANAGER: 

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ATLANTIC BEACH
AND
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

This Memorandum of Understanding is entered into between the City of Atlantic Beach (hereinafter referred to as "the City") and the Coastal Florida Police Benevolent Association (hereinafter referred to as "the PBA") on behalf of those employees in the classifications of Police Officer, Corporal and Sergeant (PERC Certification Number 1665) for the purpose of bargaining collectively in the determination of the wages, hours and terms and conditions of employment of those within bargaining unit.

The City and the PBA agree as follows:

Bargaining unit members will be allowed, in October of each year, to roll over into the next fiscal year a total of up to 25 hours of comp time that the employee has on the books as of September 30th of each year. Any comp hours not rolled over will be paid out by the city to the employee as is the current practice.

The contract language change will be as follows:

17.5 For the purpose of taking compensatory time off, the employee shall, in accordance with procedures for Personal Leave, Article 13, request to be allowed to utilize his accrued hours. All accrued compensatory time off must be taken during the fiscal year (October 1 - September 30) in which it is earned, except that an employee may roll over into the next calendar year no more than 25 hours of comp time. Employees shall receive a cash payment for the excess unused compensatory time on or after the last pay period of the fiscal year but no later than September 30th of the same fiscal year at the regular hourly rate earned by the employee at the time the employee receives such payment. Note: Employees will not be paid for Compensatory Time unless their Compensatory Time payment amount equals or exceeds one hour.

This Agreement will become effective upon ratification and execution by both the Union and the City, All other terms and conditions of the Collective Bargaining Agreement not specifically referenced herein shall remain unchanged.

Signed and Agreed by the City:

_____

Joe Gerrity,
Title:Interim City Manager

Date:_____

Signed and Agreed by the Union:

_____

Greg Forhan, General Counsel
Coastal Florida PBA

Date:_____

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No 23-23 authorizing an agreement between the City of Atlantic Beach and the Boys' and Girls' Clubs of Northeast Florida, Inc., for afterschool and summer programming management of Gail Baker Community Center and Jordan Park Community Center.

SUBMITTED BY: Kevin Hogencamp, Deputy City Manager

TODAY'S DATE: July 18, 2023

MEETING DATE: July 24, 2023

BACKGROUND: A 2023 Atlantic Beach City Commission priority is to explore alliances with a child-service organization to support the City's after school-program, and ensure that the program has qualified educators on staff or serving as volunteers. Upon exploration of such alliances, the City of Atlantic Beach has determined that it is in the best interest of the City and community for the City to partner with the Boys' and Girls' Clubs of Northeast Florida, Inc., to provide after-school, summer programming and related service at the Gail Baker Community Center and Jordan Park Community Center.

In anticipation of its prospective partnership with the City of Atlantic Beach to operate afterschool and summer programming at Gail Baker Community Center and Jordan Park Community Center, the Boys and Girls Clubs of Northeast Florida has secured a four-year City of Jacksonville Kids Hope Alliance grant. Accordingly, the term of the City of Atlantic Beach's agreement with the Boys' and Girls' Clubs of Northeast Florida, Inc., is for four years, unless sooner terminated by either party in accordance with the terms of the agreement.

BUDGET: $100,000 in Fiscal Year 2023-24 for interior improvements to Gail Baker Community Center and Jordan Park Community Center. These costs are anticipated to be fully offset for reduced staffing costs resulting from the partnership.

RECOMMENDATION: Commission approved Resolution No. 23-23

ATTACHMENTS: Resolution No. 23-23
Boys' and Girls Clubs' City of Jacksonville Kids Hope Alliance RFP response

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 23-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH AND THE BOYS' AND GIRLS' CLUBS OF NORTHEAST FLORIDA, INC., FOR PROGRAMMING MANAGEMENT OF GAIL BAKER COMMUNITY CENTER AND JORDAN PARK COMMUNITY CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a 2023 Atlantic Beach City Commission priority is to explore alliances with a child-service organization to support the City's after school-program, and ensure that the program has qualified educators on staff or serving as volunteers; and

WHEREAS, upon exploration of such alliances, the City of Atlantic Beach has determined that it is in the best interest of the City and community for the City to partner with the Boys' and Girls' Clubs of Northeast Florida, Inc., to provide after-school, summer programming and related service at the Gail Baker Community Center and Jordan Park Community Center; and

WHEREAS, Boys and Girls Clubs of Northeast Florida, an affiliate of Boys and Girls Clubs of America, is a 60-year-old nonprofit organization that serves more than 43,000 youth annually through its afterschool, summer and food programs in neighborhoods of need throughout Duval County; and

WHEREAS, the organization's mission is to inspire and enable all young people to realize their full potential as productive, responsible and caring citizens, and its vision is to ensure that every child graduates from high school on time and with a plan for their future, leads a healthy lifestyle, and demonstrates good character and leadership; and

WHEREAS, with the support of parents, teachers, community organizations, business partners and other groups, agencies and institutions, the organization's staff enriches and enhances the overall system of care for Club members in the areas of education, health and wellness, sports and recreation, leadership and service, and the arts; and

WHEREAS, in anticipation of its prospective partnership with the City of Atlantic Beach to operate afterschool and summer programming at Gail Baker Community Center and Jordan Park Community Center, the Boys and Girls Clubs of Northeast Florida has secured a four-year Kids Hope Alliance grant; and

WHEREAS, accordingly, the term of the City of Atlantic Beach's agreement with the Boys' and Girls' Clubs of Northeast Florida, Inc., shall be for four years, unless sooner terminated by either party in accordance with the terms of the agreement.

NOW, THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

Section 1. The City Commission hereby authorizes the agreement (Exhibit A) between the City of Atlantic Beach and the Boys' and Girls' Clubs of Northeast Florida, Inc., for afterschool and

summer programming management at Gail Baker Community Center and Jordan Park Community Center.

Section 2. The City Community hereby authorizes the City Manager to execute contracts and purchase orders in accordance with and as necessary to effectuate the provisions of this Resolution.

Section 3. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall become effective upon passage an adoption.

PASSED AND ADOPTED by the City Commission of the City of Atlantic Beach, this 24th day of July, 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

RESOLUTION 23-23
EXHIBIT A

CONTRACT
BETWEEN
THE CITY OF ATLANTIC BEACH
AND
BOYS' & GIRLS' CLUBS OF NORTHEAST FLORIDA, INC.
FOR
PROGRAMMING MANAGEMENT OF GAIL BAKER COMMUNITY CENTER AND JORDAN PARK COMMUNITY CENTER

THIS CONTRACT for programming management of GAIL BAKER COMMUNITY CENTER AND JORDAN PARK COMMUNITY CENTER is made and entered into this ____ day of _____, 2023, (the "Effective Date"), by and between the **CITY OF ATLANTIC BEACH**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida, whose address is 1200 Sandpiper Ln, Atlantic Beach , Florida 32233 (hereinafter the "City"), and **BOYS' & GIRLS' CLUBS OF NORTHEAST FLORIDA, INC.**, a Florida not for profit corporation whose address is 10 South Newnan Street, Jacksonville, Florida 32202 (hereinafter "Contractor").

WITNESSETH:

IN CONSIDERATION of the premises and the mutual covenants contained below, and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. **Performance of Services.** The Contractor shall provide after-school, summer programming and related events ("Services") at the Gail Baker Community Center located at 2072 George St, Atlantic Beach FL, 32233 and at the Jordan Park Community Center located at 1671 Francis Ave, Atlantic Beach FL, 32233. The Services will be performed by Contractor as specified herein, and the attached Exhibit A and Exhibit B which are both incorporated herein by reference.

2. **Annual Fee**. Contractor shall pay City an annual fee of $1.00 for use of the City-owned properties for the Services and any of its related programs and activities.

3. **Maximum Indebtedness.** N/A

4. **Term and Termination Right.** The term of this Contract shall commence on Effective Date, and shall continue for four (4) years through July 31st, 2027, unless sooner terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for two (2) additional four (4) year periods upon the mutual agreement of the parties in writing. This Contract shall be subject to the following termination rights by the City:

(a) This Contract may be terminated for any reason whatsoever by the City, upon no less than a thirty (30) calendar day notice, unless a lesser time is mutually agreed to by both parties.

(b) This Contract may be terminated by the City if the Contractor fails to provide the Services set forth in this Contract or fails to perform, violates or otherwise breaches any of the other provisions of this Contract and in such event the City shall provide the Contractor notice of such violation, breach or failure which the Contractor shall be given five (5) business days to correct. If the matter has not been corrected in such time period the City in its discretion may terminate this Contract with no less than twenty-four (24) hours written notice to Contractor.

5. Contract Documents. This Contract consists of the following documents, which are hereby incorporated as if fully set forth herein and the parties hereto agree to the terms, provisions, obligations, benefits and burdens set forth in each:

- This Contract, as modified by any subsequent signed amendments
- Exhibit A entitled BGCNF COAB Partnership Agreement
- Exhibit B titled Additional Provisions

6. Notices. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the City:

Kevin Hogencamp
Deputy, City Manager
800 Seminole Road
Atlantic Beach , Florida 32233

As to the Contractor:

Paul Martinez
Boys' & Girls' Clubs of Northeast Florida, Inc.
555 West 25th Street
Jacksonville, Florida 32206

7. Agreement Managers. Each party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, City's Contract Manager is Kevin Hogencamp (khogencamp@coab.us), and Contractor's Contract Manager is Paul Martinez (paulm@bcgnf.org_. Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

8. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. Amendments. All changes to, additions to, modifications of, or amendments to this Contract or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

10. Counterparts. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the respective parties hereto have executed this Contract for the purposes expressed herein effective the day and year first above written.

WITNESS

_____
Print Name:_____

CITY OF ATLANTIC BEACH

By:_____
Print
Name:_____
Tittle_____

WITNESS

_____
Print Name:_____

BOYS' & GIRLS' CLUBS OF NORTHEAST FLORIDA, INC.

By:_____
Print Name:_____
Title:_____

Form Approved:

_____
General Counsel

BOYS & GIRLS CLUBS
OF NORTHEAST FLORIDA

"Exhibit A"

Boys & Girls Clubs of Northeast Florida, Inc. (the "Club") and City of Atlantic Beach, Florida ("COAB" or "City") Contract for Gail Baker and Jordan Park Community Centers:

- The Club wishes to be the sole provider of after school and summer programing and related events at the Gail Baker Community Center located at 2072 George St, Atlantic Beach FL, 32233 and Jordan Park Community Center located at 1671 Francis Ave, Atlantic Beach FL, 32233 (individually "Center" and collectively the "Centers").
- The Club will provide After-School Programs that will serve youth ages 5-18 from 2:30pm-7pm M-F and such programs will run consistent and congruent with the academic year that is required by the Duval County Public Schools (DCPS) Calendar.
- The Club will host a Summer Camp for 6 Weeks M-F 8am to 5pm during a set of dates that is approved by the City in writing, in its sole discretion.
- The Club shall provide Full Time staff at the Centers from 10am-7pm M-F and shall be granted access to the Centers at other times as approved by the City in writing, in its sole discretion.
- The Club will be granted the use (by the City) of a City vehicle for transporting youth (if available) and will provide all required Certificate(s) of Insurance for use of said vehicle(s), in coverage amounts and from qualified insurers as approved by the City in writing, in its sole discretion.
- The Club shall have access to each Center and shall have priority use of the interior building as to protect their assets. The Club acknowledges that such access is not exclusive and such spaces will be shared with the City. Accordingly, the City shall have no liability whatsoever, and makes no representations, guarantees or warranties as to the protection of the Club's assets.
- The Club shall provide a Certificate of Insurance to the City evidencing proof of insurance for coverage amounts and subject to the requirements set forth in Exhibit B attached to this Contract, or as otherwise as approved by the City in writing, in its sole discretion.

- During Club program hours the Club shall have priority use of the playground, basketball, and field space with exception given to any current athletic association as long as they provide a monthly schedule, and with express exception to the City for any of its needs.
- The Club desires to make cosmetic improvements to the interior of the Centers which shall be subject to the City's written approval and any required federal, state or local permits or approvals that may be applicable. The City will in good faith provide matching funding up to $100,000.00 in total subject to timelines, processes, requirements and approvals as authorized by the City.
- The Club Desires to have naming rights of the Centers based on Donor desires of which will include the phraise "...Boys & Girls Club at Gail Baker Community Center/Jordan Park" subject to the City's approval in writing, within 30 days of the request, in its sole discretion.
- The Club Desires to have branding and signage outside of the building and by the road compliant with all applicable COAB codes, laws, policies or requirements of which COAB shall have final approval prior to placement.
- COAB shall be responsible for providing all water, sewer, wastewater and electric utilities and trash pick-up to the sites. COAB shall additionally be responsible for any building repairs necessary to include but not limited to HVAC, Roof, appliances etc, that aren't caused by the Club and its members and to maintain the lawn, irrigation, and landscaping.
- The Club shall ensure all staff and volunteers complete DCF level 2 Background Screenings prior to working with the youth and participants in its programs. The Club shall comply with all applicable federal, state and local laws.

"Exhibit B"
Additional Provisions

Provision of Services. Contractor shall provide City with all of the services and deliverables described in the Contract and any exhibits thereto (collectively, the "Services"). If any services, functions or responsibilities are not specifically described in the Contract or any of its exhibits, but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

No Subcontracting. Contractor will not subcontract any of the Services under this Contract unless such subcontract is approved by the City in writing in its sole discretion.

Compliance with Applicable Laws. Contractor (and if applicable any subcontractors, representatives or agents) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to: Chapter 119, Florida Statutes (the Florida Public Records Law); Section 286.011, Florida Statutes (the Florida Sunshine Law); City of Atlantic Beach City Charter, Ordinance Code and any of its policies or regulations; All licensing and certification requirements applicable to performing the Services.

Governing State Law/Severability/Venue/Waiver of Jury Trial. The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

Indemnities. The Contractor, and without limitation, its officers, directors, employees, members, partners, agents, affiliates, sub-consultants, contractors, subcontractors and representatives, (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend the City of Atlantic Beach ("City"), including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (individually or collectively referred to as the "Indemnified Parties") and shall reimburse the Indemnified Parties from and against:

A. General Tort Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, (a) arising directly or indirectly out of any of the

Indemnifying Parties' operations, work or services performed in connection with this Contract including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligent act or omission on the part of the Indemnifying Parties, regardless of where the damage, injury or death occurred, or (b) arising out of the failure of the Indemnifying Parties to keep, observe or perform any obligations under this Contract or in any other document or instrument delivered by the Indemnifying Parties, pursuant to this Contract); and

B. Violation of Laws Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from, allegedly arising from or based upon the violation of any federal, state, or municipal laws, statutes, ordinances, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

C. Liability from Breach of Representations, Warranties and Obligations, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by any of the Indemnifying Parties in connection with this Contract or in any certificate, document, writing or other instrument delivered by any of the Indemnifying Parties pursuant to this Contract or (b) any breach of any covenant or obligation of any of the Indemnifying Parties set forth in this Contract or any other certificate, document, writing or other instrument delivered by any of the Indemnifying Parties pursuant to this Contract.

The indemnifications Section Article VI, is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This provision of Indemnification shall survive the term of this Contract, and any holdover and/or Contract extensions thereto, whether such term expires naturally by the passage of time or is earlier terminated pursuant to the provisions of this Contract.

Protection of Persons and Property.

A. The Contractor must be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its Services or performance of its operations under this Contract.

B. The Contractor must comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful orders bearing on the safety of persons or property or their protection from damage, injury or loss. Indemnities.

Insurance Requirements. The Contractor shall procure and maintain at all times, at Contractor's sole expense, insurance of the types, coverages, and amounts not less than stated below:

Schedule	Limits
Commercial General Liability (Including Premises Operations and Blanket Contractual Liability)	$1,000,000 Each Occurrence
	$1,000,000 Products & Completed Ops Aggregate
	$1,000,000 Personal Injury and Advertising
	$2,000,000 General Aggregate

(The City of Atlantic Beach's members, officials, officers, employees and agents, shall be named as additional insureds under all of the above Commercial General Liability coverage).

In the event the use of motor vehicles is an integral part of the special event (unless a separate ordinance is specifically applicable to the automobiles):

Automobile Liability (all automobiles-owned, hired or non-owned) $1,000,000 Combined Single Limit

In the event the Contractor hires employees or is otherwise required to carry workers' compensation insurance, the Contractor will provide evidence of workers' compensation insurance or exemption as required by Florida Workers Compensation Law as defined in Chapter 440, Florida Statutes. Contractor will assume responsibility for Contractor's discretion in confirming that all of the Contractor's contractors or subcontractors engaged in work for the special event have the appropriate workers' compensation coverage. Such evidence will include evidence of workers' compensation benefits and employer's liability insurance for the following minimum limits of coverage:

Workers Compensation
Including coverage for any appropriate Federal Acts (e.g. Longshore and Harbor Workers Compensation Act, 33 USC §§ 901-952, and the Jones Act, 46 USC §§ 688 et seq.) where activities include liability exposures for events or occurrences covered by Federal statutes.

Florida Statutory Coverage

Employer's Liability $100,000 Each Accident

$500,000 Disease Policy Limit

$100,000 Each Employee/Disease

In the event that any services or activities of a professional nature are provided, and the City determines that coverage is necessary:

Professional Liability (Errors and Omissions) $1,000,000 Each Occurrence/Claim

In the event that children will be supervised in connection with the event and the City determines that coverage is necessary:

Sexual Molestation Liability $1,000,000 Each Occurrence/Claim

Participants - The Contractor shall assume all responsibility for Contractor's discretion in obtaining, if any, insurance from any contributing participants and subcontractors (such as caterers, vendors, production companies, sponsors) in the types and amounts necessary to adequately protect the City and the City's members, officials, officers, employees and agents.

Primary and Non-Contributory - The Contractor's insurance will apply on a primary basis and will not require contribution from any insurance or self-insurance maintained by the City.

Deductibles - The deductibles of the insurance policies applicable here shall be deemed customary and the responsibility of the Contractor.

Additional Insured - The Contractor's insurance, except workers' compensation and any additional coverages where it is unavailable, will name the City of Atlantic Beach and City's members, official, officers, employees and agents, as additional insureds under all insurance coverages required for the special event.

Reporting Provision - The Contractor's insurance shall be provided on an occurrence form. In the event that coverage is only available on a claims made form, the Contractor shall agree to maintain an extended reporting coverage for a minimum of two years past the expiration of the annual policy term.

Duration - Notwithstanding anything to the contrary, the Contractor's liabilities intended to be covered by the insurance coverage(s) required under this section shall

survive and not be terminated, reduced or otherwise limited by any expiration or termination of particular policies for insurance coverages.

Sovereign Entities - State and federal agencies eligible for sovereign immunity may submit a statement of self-insurance for liability as allowed by the applicable state or federal statute. Such statement will be acceptable in place of insurance requirements defined herein.

Financial Responsibility - Contractor shall obtain insurance by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Contractor must maintain continuation of the required insurance throughout the special event, which includes load-in, setup, tear down, and load-out.

Evidence of Financial Responsibility - Contractor must provide a certificate of insurance to the City, demonstrating the maintenance of the required insurance including the additional insured endorsement, no later than 10 days after the conditional approval. Upon written request, the Contractor shall make its insurance policies and endorsements available to the CIty. The City shall approve the Contractor's insurance if it complies with this section's requirements, including, if any, additional insurance coverages deemed necessary by the City. No material alteration or cancellation, including expiration and non-renewal of Contractor's insurance, shall be effective until 30 days after receipt of written notice by the City from the Contractor or the Contractor's insurance company.

Discretionary Authority - Depending upon the nature of any aspect of any event and its accompanying exposures and liabilities, the City may, at its sole option, require additional insurance coverages not listed above, in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

Note to Evaluators:
Since our response includes various charts, BGCNF included a PDF electronic copy of section in the USB Drive just in case our Word Document versions are not compatible.

Bid # ESC-0349-23
Community Based Sites

ATTACHMENT A – RESPONSE
Afterschool and Summer Programming: Elementary through High School

A COPY OF THIS AND OTHERS FORMS TO BE COMPLETED MUST BE DOWNLOADED FROM KHA'S WEBSITE AT: HTTPS://WWW.KIDSHOPEALLIANCE.ORG/RFP2

ALL RESPONSES MUST BE TYPED BELOW EACH QUESTION. HANDWRITTEN RESPONSES WILL NOT BE CONSIDERED AND MAY BE GROUNDS FOR REJECTION.

CONTRACTOR INFORMATION

Contractor Legal Name: Boys & Girls Clubs of Northeast Florida Contractor Legal Name must match Contractor's name as listed on the Florida Department of State Division of Corporation website: www.sunbiz.org				
Main Administrative Street Address: 10 South Newnan Street - 2nd Floor				
City & State: Jacksonville, FL			Zip Code: 32202	
Federal Identification Number:				
Position	**Name**	**Title**	**Email**	**Phone #**
Chief Executive Officer	Paul Martinez	President & CEO	PaulM@BGCNF.org	904-913-8100 x100
Chief Financial Officer	Bob Tedeschi	Chief Financial Officer	BobT@BGCNF.org	904-913-8100 x108
Response Contact	Wyatt Parlette	VP of Operations	WyattP@BGCNF.org	904-913-8100 x116

Is Contractor a tax-exempt organization under Section 501(c) (3) of the Internal Revenue Code?
X Yes ____No (submit a copy of the determination letter or other proof of tax exemption)

Is Contractor registered as a nonprofit entity under the laws of the State of Florida (must have an "Active" status with the FL Dept. of State (www.sunbiz.org))? X Yes ___No

Is Contractor's file date on Sunbiz prior to January 1, 2022? X Yes ___ No (submit a copy of Contractor's detailed page)

Has the Contractor (not just individuals employed by the Contractor) operated an Afterschool/Summer program for at least _1 year (s) that served at least 20 youth? Operation must have occurred in 2022, 2021, or2020.
X Yes No

If Contractor answered No to any of the questions above, Contractor is not eligible to apply. Please do not continue with this application as Contractor will be disqualified upon receipt.

CERTIFICATION OF ACCURACY AND COMPLIANCE

I do hereby certify that all facts, figures, and representations made in this application are true and correct. Furthermore, all applicable statutes, terms, conditions, regulations, and procedures for program compliance and fiscal control, including but not limited to, those contained in the RFP will be implemented to ensure proper accountability of contracts. I certify that the funds requested in this application will not supplant funds that would otherwise be used for the purposes set forth in this project(s) and are a true estimate of the amount needed to operate the proposed program. The filing of this application has been authorized by the Contractor and I have been duly authorized to act as the representative of the Contractor in connection with this application. I also agree to follow all Terms and Conditions of the RFP and Contract, and applicable federal and state statutes. Further, I understand that it is the responsibility of the person signing below to obtain from its governing body the authorization for the submission of this application. Lastly, I hereby attest that all work contained within this response is the unique and original product of the Contractor I represent and has not been plagiarized or duplicated in any way from another Contractor's work product.

CONTRACTOR SIGNATURE

Paul Martinez — May 12, 2023 — President & CEO

Authorized Official's Signature | Date | Authorized Official's Title

Paul Martinez

Bid # ESC-0349-23

CONTRACTOR DETAIL

1. Provide a concise description of the Contractor, including history, years of operation, general service mission, and primary services provided. Include a copy of the organizational chart and indicate where the proposed program would report. Clearly note the position responsible for the direct supervision of program staff members. If the proposal includes partnerships with other agencies to provide one or more services, describe the roles of each partner and the areas of expertise that they contribute to the proposed program. Clearly note the position responsible for the direct supervision of program staff and the areas of expertise that they contribute to the proposed program. *(Maximum 15 points-approx. ½ page)*

Boys & Girls Clubs of Northeast Florida (BGCNF) was established 60 years ago as a 501(c)(3) organization to provide afterschool and summer programs to underserved children and youth in neighborhoods of need in Jacksonville. Our mission is to inspire and enable all young people, especially those who need us most, to realize their full potential as productive, responsible, and caring citizens. BGCNF serves 43,456 youth annually through its afterschool, summer and food programs in Duval and surrounding counties. Our vision is to ensure that every child graduates from high school on time, with a plan for their future, leads a healthy lifestyle and demonstrates good character and leadership.

BGCNF has successfully administered numerous federal, state, and local operational grants since the organization's inception. Examples of grant funding include the Department of Juvenile Justice (DJJ) and Department of Education (DOE) programs that we have successfully operated for the past 21 years via annual contract renewals; 21st Century Learning Communities that now operate at 15 sites in four (4) counties; Kids Hope Alliance, grants through the Office of Juvenile Justice, prior HUD Community Development Block Grants (CDBG) and a host of corporate and private foundation grants. BGCNF administers a total of $22 million annually which demonstrates the agency's capacity to successfully execute all grant requirements.

BGCNF is an affiliate of Boys & Girls Clubs of America (BGCA), the nation's #1 most effective youth development organization. Through this affiliate membership, we are granted access to academic and project-based evidence-based programs, instructional curriculum, and training and assessments.

Wyatt Parlette is vice president of Operations for the Boys & Girls Clubs of Northeast Florida and is responsible for administering the operations team comprised of three (3) Senior Directors, six (6) Area Directors and 48 Unit Directors. He is uniquely positioned to discharge the duties of VP for over his eight (8) year tenure, he has served in every position on the organizational chart starting at Youth Development Professional to his current position.

Partner Agency	Role / Expertise	MOU or Partner Letter Received
Baptist Health	Workforce preparedness and summer internships	Yes
Big Brothers Big Sisters of Northeast Florida	Mentoring children in our community - based sites	Yes
BGCNF - FDOH CCFP and FDACS Summer BreakSpot Food Programs	Warm meals and healthy snacks to all children	Yes
City Year	Wrap around services for children, and families who need it most	Yes
Girl Scouts of Gateway Council	Structure afterschool program for young women	Yes
STEM2 Hub	STEM, robotics and drone programming support	Yes

Bid # ESC-0349-23

ORGANIZATIONAL CAPABILITY

2. Describe Contractor's experience in working with diverse populations and how Contractor will implement services that address all participants. Strategies must address retention efforts that demonstrate an understanding of diverse populations. Describe how the Contractor's proposed services align with those practices. Discuss Contractor's commitment to a diverse responsive system of care. *(Maximum 15 points- approx. 1 page)*

BGCNF enlists the support of parents, teachers, community organizations, business partners, and sororities and fraternities to increase awareness and appreciation for cultural differences. With the help of site-based advisory boards and leadership committees, parents and Club members provide valuable input that impacts how programming is delivered from their cultural perspective. Program staff engage Members in research-based strategies to facilitate learning for all student that include mentoring, assessing students according to their strengths, providing challenging hands-on activities to they can apply new skills, and making learning meaningful using images, books, games, music, and other artifacts that represent diverse cultures. Program professionals deliver themed lessons and plan field trips that provide exposure to art, music, languages, traditional and non-traditional careers, and postsecondary opportunities. We use various learning platforms (virtual, hybrid, and traditional) to address the different student learning modalities (visual, kinesthetic, and auditory) and learning styles, which can be delivered in English and Spanish.

Community experts, from all walks of life, share their personal and professional experiences and skills with participants, encouraging them to explore and inspiring them to dream. Community youth groups from churches and other non-profits perform spoken-word, mini-concerts and engage Club members in real-life discussions. Through service-learning projects, participants become aware of their different strengths and propensities and get a sense of how valuable they are to their communities.

BGCNF staff engage in diversity training as part of the onboarding process, participate in webinars, and attend face-to-face training throughout the year. The services, strategies, and interventions provided not only promote cultural sensitivity and relevance, but establish a path to cultural responsiveness, which allows our staff to make necessary changes to meet the academic, social, and recreational needs of Club members.

3. Describe Contractor's history of successful community collaboration, including Contractor's participation in any other work groups, or community efforts serving this population including DCPS, DCF Child Care Licensing and system building efforts serving the target population(s). Be sure to articulate the role Contractor played in helping to improve or enhance the overall system of youth services for the desired population. *(Maximum 12 points – approx. ½ page)*

BGCNF maintains long-standing public-private, community, and faith-based collaborations that have enabled us to broaden the Club experience for members and their families. Our local partners include the Office of the Sheriff, Duval County Public Schools, Dept. of Children and Families, local colleges and universities, sororities and fraternities, local churches and non-profits, and other youth development programs. Additionally, as an affiliate of Boys & Girls Clubs of America, we participate in the Corporate and Cause Partnership Program, where national corporations partner with BGCNF Clubs at the local level. Some of our partners include Buffalo Wild Wings, Dicks Sporting Goods, Anthem Insurance, Old Navy, and T-Mobile. Each corporate partner provides goods, services and/or volunteers throughout the year to help achieve our mission.

Unit Directors maintain a cadre of partners at all sites to reflect their unique neighborhoods. Through our various community and public-private partnerships, BGCNF staff enriches and enhances the overall system of care for Club members which emphasize our five core areas: Education, Health and Wellness, Sports and Recreation, Leadership and Service, The Arts. These well-established collaborations help to increase social capital for Club members and their families by establishing and expanding networks, providing unique educational and social experiences; increasing exposure to diverse art and cultures; and providing opportunities for college, careers and service learning.

4. STAFFING CHART

Describe how the program will be staffed. In the chart below, list all positions that will be providing direct services. Include the position/job title (which must match the job title used in the budget narratives); minimum education (including degree area) and training; experience requirements; primary duties (not an exhaustive list); and the percent of each position's time that will be devoted to this program. If a proposed program model requires specific staff credentials for program fidelity, the proposed staff must meet those requirements. **Chart positions must match positions in the proposed budget.** *(Max 15 points-approx. 1 page.)*

# of staff	Position/Job Title	Education/ Training	Experience	Primary Duties	% of time devoted to program
1	Senior Director Oversees 2-3 Area Directors	Bachelor's degree from an accredited college or university	Considerable knowledge of the mission, vision, objectives, policies, processes, and procedures of the Boys & Girls Clubs programming	Program implementation, budget oversite, supervision of area director, program evaluation, reporting and training	100%
1	Area Director (AD) Oversees 8-10 Unit Directors	Bachelor's degree from an accredited college or university	Knowledge of Boys & Girls Clubs program modules; ability to manage multiple tasks to solve problems with little supervision.	Oversees operation of sites / Clubs; staff development; program development and implementation; facilities; and budget.	100%
1	Unit Director (UD) *Roles:* Program Manager Fiscal Manager	3-5 Years experience in developing and implementing youth programs	Ability to plan and implement quality youth development programs; management skills and proven ability to supervise staff	Ensures that the YDPs; Teachers, Data Coordinator and School Resource Officers are implementing their assigned duties	100%
10:1 Ratio	Lead Teacher 1 per site	Bachelor's Degree with a valid State of Florida Teaching Certificate	Ability to plan and implement quality programs specific to academic development; management and supervision; knowledge of youth development	Creates grade-appropriate academic lesson plans; oversees all teachers to implement program; interfaces with school staff to benchmark student opportunities and grades	100%
10:1 Ratio	Teacher(s) For example: 80 Students = 4 Teachers. YDPs support teachers to maintain 10:1 Student to Teacher Ratio	Bachelor's Degree with a valid State of Florida Teaching Certificate	Ability to plan and implement quality programs specific to academic development; management and supervision; knowledge of youth development	Plan, supervise and implement tutoring programs, homework, assistance; and math and reading enrichment	100%

20:1 Ratio	Youth Development Professionals (YDPs) *Role:* Enrichment Staff For example: 80 Students = 4 YDPs to maintain 20:1 Student to YDP Ratio	High School Diploma or GED Experience in YDP area of excellence: > Academic > Health > Sport > Arts > Career Development	Must be dependable, adaptable and accountable. Be organized; proficient with technology; provide youth guidance and support; and possess excellent customer service to parents, members and volunteers	Responsible for ensuring youth development principles are incorporated into all programs and activities; work with students on life skills, social emotional learning and/or character development. Ensure a safe and positive environment for youth	100%
1	Data Manager (Admin)	High School Diploma or GED	Must be dependable, adaptable and accountable. Be organized; proficient with technology; provide youth guidance and support; and possess excellent customer service to parents and youth	Provide clerical and administrative support for the Club. Provides informative communication to parents; exemplifies professionalism. Proficient with data collection and reporting	100%
1 for 100+ Students	School Safety Officer (SSO, SSA, JSO)	Contracted Position – High school diploma or GED	Must be trained with proper security credentials. Previous security experience working with youth is preferred	Must be trained with proper security credentials; maintains calm, deters crime and ensures the safety of everyone in the Club	100%

Note: SSO, SSA or JSO Officers will be hired or contracted at BGCNF's Clanzel T. Brown, NFL YET, and Russell B. Cook Clubs to protect children during the school year and / or in the summer.

STAFF INFORMATION

5. Provide a timeline for hiring and training staff to be fully operational no later than thirty (30) days after the effective date of the contract. *(Maximum 12 points - approx. ½ page)*

BGCNF Human Resources (HR) Department recruits, screens and vets qualified candidates.
Once an offer is made:

- It takes 10-14 days for E-Verify screening and fingerprinting up to 21 days, if assigned to a school-based sites. The screenings include state, federal and DCPS vetting.
- Once cleared through the vetting process, the candidate undergoes a brief HR orientation within 24-48 hours. Orientation covers:
  - Payroll
  - Employment best practices
  - Review of the Employee Handbook
- Site Assignment and Documentation collection
- Once cleared by HR, the Area Director and Unit Director are notified. The Unit Director reaches out and assigns a start date.
- The Unit Director then begins onsite trainings. All Youth Development Professionals (YDPs) are guided through the YDP Onboarding Guide which details the timeline for Spillett (BGCA) trainings and expectations. Please refer to the BGCNF Staff Training Chart in Question six (6) for details.

6. Consider the initial and ongoing staff training requirements, staff supervision, and costs associated with the program. How will program staff be trained and prepared to deal with a diverse population with unique strengths and challenges? Describe the supervision of direct service staff. Include how staff training and supervision strategies will be addressed to ensure quality service delivery. (*Maximum 12 points - approx. 1 page*)

Strategies to educate staff on behavior management and inclusion practices:

Behavior Management
We teach staff to:
- Outline clear, simple rules and expectations that are consistent and applied fairly.
- Ensure that daily routines (transitions, mealtimes, activity cues, bathroom breaks) are followed so that they are predictable and provide structure for members and staff.
- Offer positive reinforcement (verbal and non-verbal) to members and team members often.

Inclusion
We teach staff to:
- Offer all Club members an opportunity to respond and participate in academic/enrichment activities.
- Create an inclusive environment that celebrates diversity, highlights strengths, and creates a sense of belonging.

How staff will be supervised to ensure quality service delivery:

All BGCNF site teams are required to implement the Program Quality Assessment (PQA) in their daily schedule. Twice a year, staff and directors conduct a program self-assessment. The school-age PQA is a highly effective, low stakes strategy for building a quality-focused culture. Program self-assessment can help directors and staff co-create meaningful improvement objectives for the quality of their programming and ultimately the outcomes for the children served.

According to PQA outline, Strategies used should consist of the following:
- Selecting and training a self-assessment team
- Preparing for data collection
- Obtaining qualitative data through observation and note taking.

BGCNF Staff Training Chart		
Training	**Strategies to be Addressed**	**Cost**
Club Directors Academy (CDA)	CDA is a professional development three-day program for Club directors and/or management professionals who are responsible for overseeing a Club site or sites.	Transportation: $1096.54 Hotel & Registration: $800 per 8 Unit Directors
Management Professional Learning Opportunity	This training covers Safe and Positive Environment, Program Planning and Management, Staff Development and Supervision and Leadership	Free
Mental Health Training	Mental Health First Aid is an in-person training that teaches you how to help people developing a mental illness or in a crisis.	Free
Spillett Leadership University	A comprehensive training site dedicated to enabling Clubs to have the most impact as possible on youth by strengthening the leadership capabilities of staff at every organizational level. Every 30 days there are required trainings for YDPs.	Free

CPR/First Aid		$50 per 100 staff
PQA Basics (Program Quality Assessment)	Program Quality Assessment (PQA) is a validated instrument designed to measure the quality of youth programs and identify staff training needs. This hands-on workshop prepares participants to conduct program self-assessment.	Free
FERPA (Family Educational Rights & Privacy Act)	This FERPA training course is intended to train school administrators, faculty and staff to understand and carry out their responsibilities under FERPA to protect student privacy and avoid jeopardizing the receipt of federal funding.	Free
Staff Orientation Club Level	Club Level training includes a week of orientation and shadowing. The following topics are covered: Mission, Goals, Core Beliefs & Values, Diversity and Inclusion, Establishing strong family partnerships, PQA Basics, Academics and Enrichment Clubs, Inventory, Daily Routines & Schedules	$200.00
Summer Academy Training	This training consists of team-building exercises, discussion on policies and procedures, creating schedules, and most importantly, prioritizing the campers.	Booklets: $500 Lunch: $3,000 (covering 2 Saturdays) Approx. 150 people
DCPS Lead Teacher Training	The purpose of the Lead Teacher Training is to foster positive relationships between program participants and staff and to: • Provide supportive and frequent interactions with non-parental adults. • Build positive relationships among program participants.	Free
SAMIS/COMET Training	SAMIS and COMET (Soon to be My Club-Hub) is the software system used by BGC and staff to provide training to track the race, gender, age, and income status of every participant. It also monitors the overall effectiveness and performance of each funded program.	Free
NYOI Training	National Youth Outcomes Initiative (NYOI), a system grounded in the Formula for Impact and built to measure the impact of Clubs using a common set of research informed indicators of our priority outcomes.	Free
TBRI	Trust Based Relational Intervention hosted by Hope Street is a training provided to all full time and part time staff to support staff understanding for trauma informed care principals.	Free
Internal Unit Director Training	BGCNF's Training Committee conducts monthly training to support operational protocols, safety assessments, and program quality.	Free
Site Level Staff Meetings	Area directors ensure each site is hosting and documenting weekly or biweekly staff meetings to ensure service staff are trained, supported, and knowledgeable of current club practices.	Free

7. Consistency is important to the success of services. Explain what efforts Contractor will make to maintain staff and reduce both burnout and turnover of trained, experienced staff within the program.

Include historical staff turnover information. Describe current staff recruitment and retention efforts. *(Maximum 12 points-approx. ½ page)*

Recruiting and retaining top talent is essential to the success of the Boys & Girls Clubs of Northeast Florida. Our strategies to maintain staff and reduce turn-over of trained and experienced staff include:

- Expanded Human Resource (HR) Services – BGCNF Human Resource staffing numbers have recently expanded to offer more services and support to employees and leadership,
- Employee Surveys – As part of our national member survey, program employees are also given an opportunity to provide feedback on their experience and work environment.
- Exit Interviews – BGCNF has initiated exit interviews for full-time and part-time employees who leave our organization voluntarily, providing important feedback used to improve employee retention.
- Annual Awards: Employee of the Quarter / Employee Referral Reward

Current Staff Recruitment and Retention Efforts

- **Hire Right** – It's important to hire the best candidate for each position. We recently re-evaluated program job descriptions and revised them to be more specific to the programs we offer. Hiring an individual with specific experience and background creates a better opportunity for member and employee engagement. We will also be developing a "target hire" recruiting strategy to assist us in recruiting efforts.
- **Onboarding** – We have initiated electronic and automated recruiting and onboarding. This provides candidates with a better experience and a more streamlined hiring process, while allowing them to get up to speed more quickly.
- **Employee Development and Succession Planning** – A key goal is to develop a more formal employee training and development program. This will support retention efforts by giving employees opportunities for growth within the organization. Training will include specific learning paths, leadership training, mentoring, stretch goals, and intra-departmental training to understand organization wide connections better, just to name a few.
- **Top Benefits Include**:
  - BGCNF paying 30% of 401K match
  - BGCNF pays 80% of employee health coverage
  - Flexibility – Hybrid work schedule
  - Competitive PTO Plan
  - Competitive Compensation Plan

Turnover Information

Due to the nature of our service model, we will always have seasonal turnover related to increased staffing for Spring Break and Summer Academy. In addition, eighty percent (80%) of our staff are part-time employees, which market research shows higher turnover with that position type. We have also supported headcount growth on average of twenty percent (20%) each year for the past three years as we opened more Clubs. Our average employee tenure is 2.5 years for full-time and 2.3 years for part-time.

PROGRAM DESIGN

8. Please complete Site Chart (Form 7) for all program sites that would be funded under this RFP and provide a rationale for the service locations you have proposed.
   - Attach Principal Authorization Letters (Form 4) for any school-based sites.
   - Current copy of Child Care License or Letter of Exemption from DCF Child Care Licensing and Enforcement for each school year proposed site must be submitted before a contract will be signed. *(Maximum 12 points - approx. ½ page)*

Principal Authorization Letters (Form 4) for any school-based sites.
See Required Documents and Forms

Current copy of Child Care License or Letter of Exemption from DCF Child Care Licensing and Enforcement for each school year proposed site must be submitted before a contract will be signed.
See Required Documents and Forms

9. Participant engagement and retention is a strong indicator of success. Describe the plan to engage and retain children in the program. It is expected that children and youth will maintain an average daily attendance rate of 80% or higher during the school year and summer components. Different daily attendance rates must be explained. Identify specific techniques and practices that the program will implement in order to ensure consistent and long-term participation. *(Maximum 15 points- approx. ½ page)*

Each site delivers daily instruction in academic subjects by certified teachers and evidence-based enrichment activities and project-based learning activities that are fun, engaging, and challenging, which help to increase overall student success. Each site also has a unique incentive plan that rewards members for school performance, Club attendance and good behavior, citizenship, and program participation. For example, every month at each site, a "Youth of the Month" is selected. Each year, all sites select one candidate each for the national BGCA Youth of the Year Awards. Participants take part in Club sports, robotics teams, field trips, college and career exploration, virtual learning platforms, video games, participation in the arts, community service projects, and other activities that provide a safe, fun, exciting Club experience, which keep our participants coming back.

Involved parents play an important role in participant engagement and retention. Program staff engenders trust within the ranks of our adult-family members, assuring that their child will learn, have fun, and establish positive relationships in a safe environment. BGCNF strategies that help improve student retention include providing high-yield activities that promote autonomy and opportunities to connect with caring adults; offering targeted programs that engage club members in challenge areas, staying connected through pulse check, and check-ins assessing the emotional state of members, and by providing platforms and venues to foster member voice. Listening to what they are passionate about in their unique style of delivery is a level of engagement that is unparallel. Many families have participated in BGCNF programs for generations and for many the legacy continues. Because programs offer transportation (at some sites), meals, snacks and a positive learning environment, parents make sure their children attend daily and encourage other families to become members of the BGCNF family.

Each site partners with public and private businesses within the community. These partnerships provide unique and intriguing opportunities for participants to engage in project-based and experiential learning. For example, we work with STEM2Hub to provide Club members the opportunity to build robots, fly drones, code, program and compete with other robotics teams in the area through our partnership with First Coast Lego League.

ATTACHMENT A.2.
PROGRAM - SPECIFIC INFORMATION
AFTERSCHOOL AND SUMMER PROGRAMS 2023 RFP

10. Describe other existing community resources and other support services that are available in the community for the families of the children you plan to serve. Demonstrate your knowledge of those services and how they support the target population and will fit into the continuum of care, such as referrals to community resources for food/clothing assistance, transportation and health and medical services. *(Maximum 12 points - approx. 1 page)*

BGCNF collaborates with myriad agencies, non-profits, and faith-based organizations to support Club members and their families. The chart below outlines our working partnerships and how they lend community support.

BGCNF Community Resources Chart		
RESOURCE	AGENCY/ORGANZATION	PURPOSE/ROLE
Food / Clothing Assistance	• Feeding Northeast Florida • Florida Community Action Agency • Hope's Closet & The Clothes Closet • Goodwill of Northeast Florida • Jacksonville Jaguar Foundation-Shop with a Jock"- Christmas	Agencies provide food and clothing, backpacks with food for support on weekends, and provides seasonal food contributions.
Health / Medical	• Northwest Behavioral Health • Florida Dept. of Health • Florida Blue • Family Support Services • Community Rehabilitation Center • Hospital network: Baptist Health, and UF Health.	Community medical and health care partners provide free student physicals, financial support for mental health services, counseling referrals and hosts health fairs at various sites to connect families with critical resources.
Transportation	• Jacksonville Transportation Authority	Provides bus passes for Club members as they travel to job sites and internships.
Programs	• STEM2 Hub supports STEM activities and instruction (Drones & Robotics) • First Coast Lego League	Program partners provide STEM instruction and hosts robotics competitions during the year to demonstrate student achievements
Other Agencies	• United Way of Northeast Florida • Lutheran Social Services • Catholic Charities	Other partnering agencies are referral sources for families needing financial assistance to meet basic needs.

11. Describe your intake process. Describe your program's waiting list procedures. If community-based, describe how you determined the number of participants to be served and why. If operating a community-based site, identify the schools from which the children will be targeted for recruitment. If serving high school students for less than 170 days for the year, indicate the number of days of programming and how the scheduling meets the needs of the youth and families. *(Maximum 12 points - approx. ½ page)*

Boys & Girls Clubs of Northeast Florida solicits the participation of members of the community from grades K-12. We will serve 40 - 140 members during the school year for 170 days and 40 - 60 children during the summer for 28 days. The participant numbers were based on the current KHA contracted rate and the ADA data from the previous year for afterschool and summer. Prospective park sites considered the community need the square footage and the occupant capacity compared with Clubs in our network with similar size and service area.

Because we enroll up to 120% of the contracted number sought by KHA, we do not usually have waiting lists. If we exceeded our numbers, a wait list would be established, and program staff would monitor that list and call each parent to apprise them of wait list status and anticipated wait time. Parents are encouraged to apply online on the www.BGCNF.org website. Paper applications are available for those who don't have internet access. Program staff will retrieve the on-line application to review the hard copy and approve the student for membership. A parent or guardian is required to attend an orientation and complete a site tour, where they will review and sign the BGCNF Member Handbook. Club personnel recruit students during the Club's Summer Academy into early August, for the new school year at various back to school events including block parties, bookbag and school supply give-a-ways, open houses at the Club and

schools, and parent meetings where they explain the program benefits and the application process. We begin recruiting for Summer in April. In both cases, we distribute flyers to students and parents, post information on our website and social media pages and share information via grass-roots efforts.

PROGRAM COMPONENTS – SCHOOL YEAR

12. Explain how the required one (1) hour per day of homework assistance/literacy and/or supplemental activities will be provided. Describe the supplemental learning activities that will take place when time allows and how they will make learning fun. Describe the numbers and types of staff available to provide the activities. Be specific in your response including the teacher and staff to child ratios. *(Maximum 15 points - approx. ½ page)*

Project Learn and ***Power Hour*** are Boys & Girls Clubs of America (BGCA) research- based programs that are supported and validated by studies found in the What Works Clearinghouse. These programs focus on academic support and enrichment. Members receive homework help, which reinforces academic concepts taught during the school day. Club members also engage in grade level specific academic lessons, incorporating web-based programs like I-Ready and Achieve 3000. Certified teachers help plan and support the work of Youth Development Professionals and work directly with principals to ensure the academic hour is well-aligned with the goals of Duval County Public Schools. Supplemental learning activities are offered to make learning fun and boost attendance and retention. The charts below outline academic program details including supplemental learning activities and STEM activities for Community-Based Program members.

Project Learn / Power Hour – A BGCNF Research-based Program	
Focus	Homework help, academic enrichment
Duration	Afterschool & Summer
Teacher / Student Ratio	10:1-Lead by Teacher & Academic YDP
Assessment	School grades, retention, attendance

Supplemental Activities to Make Learning Fun:

Elementary

- ***DIY STEM*** Application of STEM learning to create new projects
- ***Robotics / Drones*** Robot and drone construction and programming
- ***Readers Theatre*** Introduction to reading scripts and performing plays

Middle School

- ***Ultimate Journey*** Awareness and appreciation for natural resources
- ***Teens take the Lead*** Leadership training/character building

High School

- ***Money Matters*** Financial Literacy
- ***Career Launch*** College and career pathways exploration

STEM and Robotics	
Focus	Science, Technology, Engineering, and Math Activities for all grade levels K-12
Duration	After school & Summer: 1-2 hours weekly
Teacher/student ratio	10:1-Lead by Teacher & Academic YDP
Assessment	Demonstrations, assessments, team competition

13. Explain how fun, age-appropriate physical fitness activities will be provided. *(Maximum 15 points - approx. ½ page)*

Boys & Girls Clubs of Northeast Florida will provide all Community-Based program members age-appropriate physical activity through ***Triple Play,*** a BGCA research-based program, designed to focus on the mind, body and soul. Through ***Triple Play*** members learn how physical activity and nutrition build strong bodies and learn transferable skills through recreational games, team sports and daily physical challenges. Through fun and engaging activities, Club members receive health education and programming that promotes physical activity and proper nutrition.

Members compete with Club members at other BGCNF sites in team sports like flag football, basketball, and cheer, step, and dance, as well as tennis and baseball. Activities are led by a Sports & Recreation Youth Development Professional (YDP) who possesses the skills, experience, and interest to challenge and inspire Club members to become responsible teammates and citizens through targeted physical fitness activities. The chart below describes the ***Triple Play*** focus, when activities are delivered, teacher student ratio, and how activities will be assessed.
Triple Play Program-Health & Nutrition/ Exercise

Triple Play (Mind, Body, and Soul) – A BGCA Research-based Program	
Focus	Health & Nutrition / Exercise
Duration	Afterschool & Summer
Teacher/student ratio	20:1-Lead by Sports & Recreation (YDP)
Assessment	Observation/Demonstration
Supplemental Activities to Make Learning Fun: **Each program listed contains modules that are age appropriate:** **Healthy Habits- ages 6-9, 10 -12, & 12-18.** **Youth Art- Ages K-12** **Music Makers-Beginner, Intermediate, & Advanced**	

Summer Brain Gain -Age blocks 6-8; 9-11 and 12-18

Triple Play Daily Challenges: Ages 6-9, 10-12, & 13-18

Activities for Teens

- ***Lyricism 101-*** Encourages teen voice through spoken word
- ***Triple Play Healthy Habits*** –Encourages healthy eating and overall wellness
- ***All Stars: Basketball*** – Unique to BGCNF Clubs
- ***All Stars: Football*** – Unique to BGCNF Clubs

14. Explain how your program will meet the nutritional needs of the children. Describe how the children will receive one (1) healthy snack and one (1) healthy supper daily through the Nutrition program. Describe how nutrition education will be delivered using creative methodologies to educate children about the importance of proper nutrition and a balanced diet. *(Maximum 12 points - approx. ½ page)*

During the academic year, Club members are provided one (1) healthy meal and one (1) healthy snack daily between 3 - 6 p.m. BGCNF works closely with the Nutrition Services Division of Duval County Public Schools (DCPS) to provide healthy meals and snacks for all school-based Clubs. BGCNF has become a Sponsor of the FDOH Child Care Food Program (CCFP) and the FDACS Summer BreakSpot food programs. As a sponsor, BGCNF ensures that thousands of children in BGCNF's community-based Clubs and other non-affiliated community-based afterschool programs in Duval County receive warm meals and snacks. All meals and snacks served are USDA certified to meet the nutritional requirements for this site's age groups.

During mealtime Club staff discuss recycling, choosing healthy snacks, and the risk of eating too much sugar, fat, and processed food. Staff members challenge Club members to make gradual dietary changes and encourage them to share information with their families. BGCNF Staff use the following creative methodologies in the after school program to improve overall well-being:

- ***Healthy Habits,*** the "Mind" component of the ***Triple Play*** program, focuses on making choices that support a healthy eating pattern and physical wellness. This targeted program is made up of interactive practical activities that develop a young person's ability, confidence, and motivation to eat healthy for life.

- Club members will **create a plan** to improve eating habits focusing on issues that are relevant to them, like drinking water as opposed to sugary juices and sodas. Staff create lesson plans that help members understand the importance of taking ownership of their own health. As part of the lesson, Club members are prompted to think about how they feel physically and mentally when they eat certain foods or drink certain beverages. They begin to understand the mind-body connection and make better nutritional choices for better health.

15. Describe how specific curriculum will be used in a creative and meaningful way to enhance social emotional learning. *(Maximum 15 points - approx. 1 page)*

The Health and Wellness YDP integrates social emotional learning concepts throughout all programs and services. Club staff facilitate activities that foster resiliency, self-confidence, coping skills, self-respect, respect for others and relationship building. The evidence based BCGA ***SMART*** program curriculum provides lesson plans, pacing guides, training components and assessment tools to provide meaningful, positive experiences for Club members of all ages.

The SMART Moves family of programs assist Club members in resisting alcohol, tobacco and other drugs and premature sexual activity and to overcome obstacles that impede their development in leading successful lives and achieving their goals. The ***SMART*** programs are outlined below describing programming according to age.

- ***SMART Moves*** provides Club members with the knowledge, skills, and self-esteem to help them make healthy choices and practice responsible behaviors.
- The ***SMART Kid*** module is for members ages 6-9 helping them understand how risky behavior (drugs, alcohol, gangs) can impact their future.
- ***Start SMART*** reaches members ages 10-12 with the same message as ***SMART Kid*** but includes discussions on illegal substances and sexual abstinence.
- ***Street SMART*** reaches members 12-18 to deter from gang activity and affiliation.

Below are two examples of program activities used to enhance social- emotional learning throughout the 170 days in the Afterschool program:

- **Good Things** - a small group game that validates a member's ability to set a positive atmosphere with a caring tone of voice. Members are encouraged to share one good thing that happened to them "today." Club members volunteer to share with the group and the group responds in celebration, affirming the members courage to share. All members get involved with the game and each day a new member is given an opportunity to share their "GOOD THING".

- **The Write Around** - This activity gives members a chance to silently appreciate one another while building writing fluency. Each member writes his/her name on a blank sheet of paper. The papers are collected and then randomly passed out. Members are then asked to write something kind about the person whose name they received. This is repeated several rounds and then those papers are handed back to the original owner who reads the results aloud.

16. Explain why it is important for afterschool programs to expand their approach to family engagement by helping parents and extended family members broaden their networks of social support and gain access to multiple resources. Describe how program staff will encourage reciprocal communication with families and collectively identify family engagement events. Describe two (2) family engagement opportunities that will be offered and how they will help children and families develop strong connections with their community. *(Maximum 15 points - approx. 1 page)*

BGCNF Clubs offer engaging activities to broaden social networks and build a culture of success for our Club members and their families. Low-performing schools in high poverty communities, coupled with limited access and opportunity highlight the importance and need for family engagement and for increasing social capital. BGCNF encourages parental and family engagement and values their input in our Club's afterschool programs.

During the school year, Unit directors strengthen and nurture family relationships, develop new community partnerships and maintain existing community relationships, especially during the holidays and for school open house, parent nights and special events. For example, Clubs host back-to- school parties, and monthly birthday celebrations. Club leadership, while planning events, keeps in mind that some members are English Speakers of Other Languages, have disabilities (vision, hearing, physical), are members of different faith traditions, and have a country of origin other than the USA, potentially demonstrating cultural competency. Listed below are popular family engagement activities that occur during the school year and what they may include.

1. **Family Fun Nights**
   - Literacy nights- Reading books with children Family Game Nights- Parents are invited to participate in playing games with Club members.
   - Seasonal festivals / carnivals

2. **Boys & Girls Club – City-wide Collaboration Events**
   Cheer, Step and Dance Competition
   - Every spring BGCNF hosts hundreds of Club members from all over Duval County in an organization wide competition for families to join us to showcase their member's hard work on their cheer, step, and dance teams.

3. **Youth of the Month / Year Recognitions**
   - Students strive to be named **Youth of the Month,** this recognition program focuses on acknowledging and making Club members aware of their own leadership abilities. Youth of the Month is a Club-driven experience that fosters leadership within the Club.
   - Club Members go through an application and interview process to then become the **Youth of the Year**. An annual event is held that engages family members, Club leadership, executive leadership, and the community. All Youth are represented in this prestigious ceremony that builds student leadership and community.

17. Describe the benefits of Service Learning to children and families in your program and describe one (1) community service initiative that will be completed and how it will help children to develop strong connections with their community. *(Maximum 12 points - approx. ½ page)*

Service-learning programs positively impact young people by refining their critical thinking skills; increasing community engagement; and by developing their capacity to help others through experiences that educate and inspire them to become responsible citizens.

Service-Learning Projects enable Club members to:
- Develop a sense of usefulness by doing something of value for others.
- Build leadership skills.
- Plan their own programs and make decisions.
- Form friendships and enjoy camaraderie.
- Gain recognition for achievements.
- Develop an appreciation for, and loyalty to, other members.
- Build relationships with interested and respected adult advisors.

Beach Clean-Up Service Learning – Club members will:
- Participate in a clean-up field trip that enhances a vacant space by landscaping it with native plants and fauna.
- Learn about the importance of our oceans.
- Research the impact of pollution and man-made waste in our waterways.
- Learn how they can reduce plastic waste and help their families reduce waste.
- Participate in a beach clean-up field trip at the end of the program.

Urban Clean-Up Service Learning- Club Members will:
- Learn about human impact on the environment.
- Research how pollution and man-made waste changes the landscape around the Club
- Learn how they can reduce waste and help their families reduce waste.

18. Demonstrate how your program will provide a diversity of cultural arts and enrichment activities to the children served. Describe the types of activities the program will provide and how the children will benefit from the activities, as well as any experience in this area. *(Maximum 15 points - approx. ½ page)*

BGCNF sites offer research-based programs through BGCA that offer opportunities to provide a diversity of cultural arts and enrichment activities. One of the five core programs is a focus on The Arts. Programming in The Arts allows Club members to explore their talents and interests, understand the value of other cultures (languages, food, rituals, celebrations, and music) and participate in performing, visual, and creative writing arts. In addition to BGCNF programs that foster cultural arts enrichment, Club members go on field trips, and learn from guest speakers and subject matter experts to enrich the cultural experience with stories, mural making, and historical accounts helping members to value similarities and differences between cultures.

Additional examples of program activities that BGCNF may use to provide a diversity of cultural arts and enrichment activities throughout the 170 days in the afterschool program:

Youth for Unity: This Activity engages members and parents in activities designed to promote diversity and combat prejudice, bigotry, and discrimination. As our nation becomes increasingly diverse, our Club members need the knowledge and skills to thrive in a globally connected society and world. ***Youth for Unity*** consists of a comprehensive, broad-based set of programmatic interventions that build the capacity of local Clubs to help their Club members appreciate themselves as well as unique and special individuals and to recognize bias and unfairness.

Black History Month: Clubs do a variety of activities and events that educate members about the accomplishments of African Americans during Black History month. Activities include Reading poetry and other work by Black authors, recreating Artwork by Black artists, and highlighting other influential African Americans in their community.

PROGRAM COMPONENTS - SUMMER

19. Demonstrate how Project Based Learning (PBL) and literacy will be incorporated into the summer program. Describe a plan for one-week outlining a sample of a PBL theme from start to finish and how it would be implemented in your program. *(Maximum 15 points - approx. 1 page)*

Project Based Learning (PBl) actively engages members in real-world and personally meaningful projects. All PBL activities introduce and reinforce numeracy and literacy concepts to prepare members for the next school year and help prevent summer brain drain. This project inspires members to create a unique sandwich, a song, bots that make life convenient, beauty from destruction or a Rock Climbing wall memory, Members reflect on experiences through journaling and other writing exercises.

The weekly plan below outlines the PBL activity, **Let's CREATE – Music, STEAM, and Exercise Week**

Summer Project Based Learning - Sample Week *Let's CREATE – Music, STEAM, and Exercise Week*	
Time	**Activity (Monday-Thursday)**
8 a.m. to 9 a.m.	Sign-In and Low Organized Activities
9 a.m. to 10 a.m.	Enrichment Block 1 –***Music Makers*** – This program brings together basic instrument instruction, collaborative playing and imagination to show members that everyone can make music. Some members may want to go further and learn how to play a particular instrument with a measure of expertise. Some members may just delight in realizing that making music is within their reach. At the very least, members will have fun together. They will learn to relate to themselves and others as they share and make music together. Those are lessons that will last a lifetime.
10 a.m. to 11 a.m.	Enrichment Block 2 – ***Healthy Habits*** – Programs include Six Lessons themed "Food IRL" which allows students to learn about the origins of their favorite foods, such as their favorite sandwich which includes research on sandwich shops and where they came from. These lessons encourage teamwork, critical thinking and learning to care about where food comes from. The Healthy habits program helps create a positive and intentional relationship with food.
11 a.m. to Noon	Enrichment Block 3 – ***DIY STEM*** – Club Members use materials to create science-based projects such as an art bot, motorized vehicle, or the "world's smallest slide". Members must follow directions and work as a team to use the materials provided to successfully build the project at hand.
Noon to 1 p.m.	Lunch

1 p.m. to 20 p.m.	Enrichment Block 4 - **Summer Brain Gain** lessons themed Around the world – starting with "Let's visit Brazil". Club Members are introduced to the geographical location of Brazil through a game about continents and countries. Club Members explore the differences in culture of Brazilians.
2 p.m. to 3 p.m.	Enrichment Block 5 – **Youth Arts** allows club members to engage their imagination by creating different hands- on art projects. An example is a lesson called "Destroy to Create" where club members are prompted to tear up paper and use the fragments to create a new image.
3 p.m. to 4 p.m.	Enrichment Block 6 – ***Triple Play*** Daily Challenges – These challenges allow club members to do physical activities that build movement skill and positive attitudes toward physical movement.
4 p.m. to 5 p.m.	Snack & Dismissal
Time	**Activity (Friday)**
10:00 a.m. to 4:00 p.m. Includes Nutrition / Lunch Break	**Field Trip: Rock Climbing Gym** Club members learn that building confidence is built by doing. Before the field trip, members build confidence? by being allowed to safely explore outside their comfort zone. Rock climbing gives them the opportunity to make choices and decisions in the process of physical activity in a safe environment. Club members learn from the choices they make and understand which ones give them confidence in their independence and decision-making skills, promoting self-esteem.

20. Explain how fun, age-appropriate physical activities will be provided. *(Maximum 15 points - approx. ½ page)*

BGCNF offers two signature programs to all Club members during the summer, which promote safe, fun, age-appropriate physical activities.

1. **Camp Deep Pond: The Ultimate Outdoor Classroom-Signature Program**
   Camp Deep Pond is the only experiential outdoor program serving Duval County and surrounding areas. BGCNF offers this unique outdoor experience for Club members to spend two (2) days in the summer and during the week of the DCPS spring break. Members will engage in water sports and ride bicycles, fish, and kayak; launch rockets as part of the STEM curriculum; and learn the basics of ecology and conservation, through The ***Ultimate Journey*** curriculum. Club members will make new friends, connect with caring adults, and gain an appreciation for the outdoors in a safe environment.

2. **BE GREAT Olympics – Signature Program**
   Members participate in the BE GREAT Olympics every summer. Clubs get together and compete in traditional Olympic style games against members from other Clubs. A medal ceremony and recognition help with self-esteem and recognize accomplishments in athletics.

3. **Free Swimming Lessons for ALL Club Members**
   Through a partnership with The Bolles School, YMCA, and the City of Jacksonville Parks and Recreation and a BGCNF Board Member, all BGCNF Club members will receive swimming lessons by trained lifeguards for free.

   Additionally, Club members will engage in ***Triple Play*** daily challenges through outdoor games, cooperative activities, team sports basketball, baseball, tennis, and field trips that engage Club members in physical activity like Urban Air and Velocity, (activity parks with trampolines), to help them become more physically fit while developing and improving athletic skills.

21. Explain how your program will meet the nutritional needs of the children. Describe how the children will receive one (1) healthy snack and one (1) healthy supper daily through the Nutrition program. Describe how nutrition education will be delivered using creative methodologies to educate children about the importance of proper nutrition and a balanced diet. *(Maximum 12 points - approx. ½ page)*

BGCNF is now a sponsor of the FDACS Summer BreakSpot food program. Under this program, BGCNF will provide warm meals and healthy snacks to all children in our community-based sites during the Summer, see partner letter attached. BGCN will continue working with Duval County Public Schools to provide healthy meals and snacks for all children in our school-based sites. This site will provide the required catered meal and snacks from 8 a.m. and 5 p.m. All meals and snacks served are USDA certified to meet the nutritional requirements for this site's age groups. During this time staff will discuss subjects like recycling, the importance of choosing healthy snacks, and the risk of eating too much sugar, fat, and processed foods. Staff members will challenge Club members to make gradual dietary changes that will benefit them and their families.

As nutrition education champions, Club members create a plan to improve eating habits focusing on issues that are relevant to them, like drinking water as opposed to sugary juices and sodas. Staff create lesson plans that help members understand the importance of taking ownership of their own health. As part of the lesson, Club members are prompted to think about how they feel physically and mentally when they eat certain foods or drink certain beverages. They begin to understand the mind-body connection, helping them to make better nutritional choices for optimal health. Summer program staff find that Club members are especially teachable in the meal setting. During this time staff will discuss subjects like recycling, the importance of choosing healthy snacks, and the risk of eating too much sugar, fat and processed foods.

22. Describe how the curriculum you selected will be used in a creative and meaningful way to enhance social emotional learning. *(Maximum 15 points - approx. 1 page)*

Club members participate in the ***SMART*** *(Skills Mastery and Resistance Training)* family of programs that help them develop healthy decision-making attitudes and skills. Through age-appropriate modules, the chart below outlines the focus of BGCA SMART programs blended with the Harmony Social Emotional Learning curriculum.

SMART Programs / HARMONY: Research-Based Blended Social – Emotional Learning	
Focus	Self-awareness, emotional wellness
Duration	Afterschool & Summer
Teacher/student ratio	20:1-Lead by Health & Wellness YDP
Assessment	Observation of participation
Activities: • ***SMART Moves***: Club members engage in discussion and role-playing, practicing resilience and refusal skills, developing assertiveness, strengthening decision-making skills, and analyzing media and peer influence. • ***SMART Girls***: Girls in small groups discussing health, fitness, prevention/education, and self-esteem enhancement.	

- ***Passport to Manhood*** engages male Club members in discussions and activities that reinforce character, leadership, and positive behavior.
- ***Street SMART***-Members are trained to avoid gang activity and gang affiliation

SMART Moves family of programs assist Club members in resisting alcohol, tobacco and other drugs and premature sexual activity and to overcome obstacles that impede their development in leading successful lives and achieving their goals.

- Through age-appropriate modules, ***SMART Moves*** provides Club members the knowledge, skills, and self-esteem to help them make healthy choices and practice responsible behaviors.
- The ***SMART Kid*** module is for members ages 6-9 helping them understand how risky behavior (drugs, alcohol, gangs) can impact their future.
- ***Start SMART*** reaches members ages 10-12 with the same message as ***SMART Kid*** but includes discussions on illegal substances and sexual abstinence.

23. Explain why it is important for summer programs to expand their approach to family engagement by helping parents and extended family members broaden their networks of social support and gain access to multiple resources. Describe how program staff will encourage reciprocal communication with families and collectively identify family engagement events. Describe the family engagement opportunities that will be offered and how they will help children and families develop strong connections with their community. *(Maximum 15 points - approx. 1 page)*

BGCNF staff encourages and supports parental and family engagement during our summer programs. We gain ideas from the Parent Advisory Committees and Youth Councils to make summer a fun and engaging time. We look at data collected from the BGCA National Youth Outcomes Initiative (NYOI) annual survey and tweak programs to meet the needs of the site.

Program staff ask adult family members directly about how and when they would like to participate; involve them in joint planning which includes developing written policies that promote family participation; and create opportunities for their involvement.

For example, in the summer, the Parent Advisory Committee will assist staff in creating the Club's *vendor* fair. Parents will have the opportunity to request specific vendors and community partners that are of value to them. This will give parents the time to get familiar with businesses in the community and gain resources for future *events.* Events and activities like this allow staff to stay connected with families and understand more about the community in which they work. It is important for our summer program to extend its approach to family engagement by helping parents and extended family members broaden their networks of social support and gain access to multiple resources because giving the families the opportunity to become their own champions is an important goal.

Clubs host an "end of the summer" event for families. A talent show is the most common event. Club members display different talents (dance, step, skits, singing) that they have been working on at the Club during the summer program. Families are invited to support their children who have participated in these events.

24. Demonstrate how your program shall provide a diversity of cultural arts and enrichment activities to the children they serve. Describe the types of activities you intend to provide and how the children will benefit from the activities, as well as any experience you have had in this area. Discuss the number of field trips that will be offered and a sample of the types of trips. *(Maximum 15 points - approx. ½ page)*

BGCNF's Club staff will provide students with a diversity of cultural arts and enrichment activities through theme-based field trips, virtual tours of historic places and monuments, and through presentations from subject matter experts from the community.

BGCNF's Club staff bring years of successful summer learning and engagement experiences to enrich

the learning experience. Beginning late spring, these teams meet, collaborate, discuss guidance received from parent and youth advisory councils and plan for an exciting fun-filled summer of academic, project-based learning, fun-filled activities, and experiential field trips. Club members have input through the advisory councils, discussions and surveys and staff work hard to honor the wishes of the members and provide experiences they will remember for life. Below are two examples cultural arts and enrichment activities.

A Fantastic Voyage
Club members are invited to explore different cultures and backgrounds starting with the Bahamas, Aruba, and Mexico, ending with Africa, Puerto Rico, and Jamaica. Members studied one country per week learning the culture including fashion, foods, customs and beliefs, and values of the people. Club members learn about the culture through videos, literary works, songs and music, and art from the various cultures.

World Culture Day
Members participate in a World Culture Day, where they showcase what they learn about diverse cultures in a fun and interactive way. The Club entrance gets set up as a cruise ship, where passengers (parents and Club members) set sail to any country they would like (table set up) and learn more about the different cultures and ethnicities. Proud parents praise their children, interact with other parents and their children. Everyone leaves this experience with an understanding of the importance of embracing differences.

We will provide a minimum of six (6) field trips during the 28 days of summer programming.

Examples of Summer Program Field Trips that complement the diversity of cultural arts and enrichment activities are as follows:

- Historical Ritz Theater and LaVilla Museum
- Cummer Gallery
- Museum of Contemporary Art
- Museum of Science and History
- Hands on Children's Museum
- Castillo de San Marcos and Colonial Spanish Quarter Museum, St. Augustine
- FSCJ Artist Series
- Florida Theatre-Theatre Works programming
- Surfear Negra-Surfing programming that promotes diversity

25. Demonstrate how your program shall provide a diversity of cultural arts and enrichment activities to the children they serve. Describe the types of activities you intend to provide and how the children will benefit from the activities, as well as any experience you have had in this area. Discuss the number of field trips that will be offered and a sample of the types of trips. *(Maximum 15 points - approx. ½ page)*

Club members participate in supplemental learning activities facilitated by YDPs, volunteers from partnering organizations, and from youth representing other youth development organizations like the **YMCA** and local youth ministries.

Examples of fun supplemental learning activities that may be implemented throughout the 28 days of the summer program include the following:

Dance & Drama Matters encourages Club members to express themselves through acting and movement.

Photography Club - Club members learn photo editing, lighting effects and learn to use cameras and other high-tech equipment. They explore college and careers paths in photography, photojournalism, and related areas.

STEM - Members explore the disciplines of science, technology, engineering, and mathematics by building and programming robots and drones. Club Members learn basic coding skills and explore college and career paths uncovering future vocational and educational possibilities.

Music Makers-Club members learn basic instrument instruction, music theory basics and collaborative playing that may spark them to go further in music or just enjoy making music with friends.

Lyricism 101- Recognizing the power of the literary arts, Lyricism 101 positions Club members as torchbearers and experts in the ancient oral poetic traditions that continue to thrive around the world. The program gives teens an opportunity to tell their stories, build community and express their artistic visions through the music of hip-hop culture and the culture of the cipher.

REFER TO PRICE SHEET - FORM 1 TO COMPLETE THIS INFORMATION

26. Using details from the chart completed in Question #8; complete price sheet form (separate Excel to be downloaded from KHA website) to determine the amount requested for each program by site. Only complete rows needed. KHA reserves the right to award schools based on consistency of services and geographical location/region. *(Maximum 12 points - approx. 1 page)*

BGCNF proposes to serve 16 Community-Based Sites.
The complete list of sites is in the Units of Service – Price Sheet Form – **Budget Section** of this Response.

27. Describe how Contractor will coordinate program recruitment strategies to targeted, eligible participants. If your program will be providing transportation either from a school site or home in the evening, please describe. *(Maximum 15 points- approx. 1 page)*

The BGCNF team identifies eligible participants at school open houses, parent, church, and community events, and through referrals. At each event the team provides flyers with QR codes to make online registration convenient. Through the BGCNF.org website, social media platforms, and word of mouth interested parents and students can find more information about programming and membership benefits. BGCNF provides transportation from various schools to Club sites for afterschool programming. In partnership with DCPS transportation department, bus stops to BGCNF sites have been added for some schools. Bus stops can be easily added to existing routes through a request to DCPS.

***Recruitment Strategies*-BGCNF Team will:**

- Reach out to adult-family members of students who served in our Clubs and ask them to tell their friends and family members about the Club and programs.
- Recruit potential students directly through events, relationships, and unique entry points to reach students in the schools.
- Encourage students to recruit their fellow student friends.
- Create recruitment activities designed to target potential students that align with Club programming.
- Ask teachers and the principal to give referrals for the program.
- Secure a list of school events and have BGCNF Club staff members attend.
- Identify and target specific students based on current standardized test scores using personal invitations and contacts.

***Retention Strategies*-BGCNF Team will:**

- Conduct Club member surveys to secure feedback and preferences for enrichment.
- Create excitement around Club programming to engage students.
- Inquire with parents about student absences of more than two days in the program and help to solve attendance barriers.

- Routinely share information about the BGCNF programs to parents as they pick up their children and integrate information to keep their children engaged as part of our adult-family member program activities.
- Work directly with school administration to improve Club member retention.
- Ensure that support is given to members with different learning styles.

BGNCF takes the safety and security of our members very seriously. In most cases Boys & Girls community-based Club sites are strategically located within walking distance for our Club members but transportation from schools to the Club sometimes poses a problem for parents.

Subsequently, some of our Club sites utilize buses and vans from our fleet of vehicles to transport members from area schools. BGCNF's vehicle fleet is routinely maintained, licensed, and insured. Staff and bus drivers are required to comply with BGCNF's safe driving requirements inclusive of the proper training, employment screenings, a safe driving record, good customer service skills and being certified with a CDL when required.

Parents must complete a transportation pick up form allowing BGCNF to pick their child up from school. The Club maintains a list of members who ride the bus from each school and utilizes that list to ensure successful member pick up at each school location. Additionally, the Club utilizes a sign in and sign out procedure for its members and requires that a parent or guardian sign out their child each day when they are picked up. Should a parent or guardian not be available to pick their child up, we require that the parent sign a release form allowing the child to sign themselves out. This policy is utilized on a very limited basis as parents are encouraged to pick up their children from the Club. All BGCNF vehicles and routes are coordinated with the Director of Transportation. Unit Directors coordinate bus drop offs with the School System.

28. Explain Contractor's procedures to ensure the safety and security of participants while participating in the program. Include methods of emergency communication with staff at program site locations, emergency communication with parents/families (if applicable), Contractor's safety, and security plan to keep unauthorized people from having contact with participants, and Contractor's guidelines for completing accident and incident reports. *(Maximum 15 points - approx. 1 page)*

BGCNF's policies and procedures ensure the safety and security of participants while participating in the program.

The priority of BGCNF is the physical and emotional safety of its members, staff, and volunteers. All Club activities and program spaces are under continuous supervision by sight or sound (for restroom supervision) by an appropriate adult staff (18 or over). To ensure appropriate supervision, staff, and volunteers must abide by the BGCNF policies and procedures that foster safety. The following Safety precautions include, but are not limited to, the following safeguards: Staff members are prohibited from engaging in private one-on-one interaction with Club members, must ensure that at least one adult staff (18 and over) is present when supervising members, must maintain proper supervision ratios and immediately notify Club leadership and/or submit written reports detailing supervision issues, accidents, or critical incidents. Staff are prohibited from using cell phones, PDAs or other communication devices while supervising members unless for Club purposes, as defined in the Acceptable Technology Use Policy.

BGCNF's emergency communication with staff at program site locations.

The BGCNF Leadership Team will inform all Boys & Girls Club staff of any emergency needing evacuation or lockdown protocol to be implemented by using the intercom, walkie-talkie, or other established method of communication. Personnel in areas without intercom/phone/radio capability will be notified in person or via a written message regarding the situation.

BGCNF's emergency communication with parents/families (if applicable),
Unit Directors and Club staff utilizes the BAND App, a simple and effective way to communicate with staff, Club members and their families. Families sign up to receive notifications about club current

events, emergency situations, celebrations, and change of schedules. Clubs also send home paper notices when applicable.

BGCNF's safety, and security plan
Boys & Girls Clubs of Northeast Florida is committed to selecting and retaining effective staff and volunteers to serve our youth. As part of the selection process and in accordance with state regulations, background checks and screening procedures are conducted.

All facility entries and exits shall be controlled and monitored by paid adult staff (18 or over) during all hours of operation, along with a system to monitor and track everyone who is in the facility. All exit doors shall have an audible alarm to discourage unauthorized use of exiting or entering the facility. Only designated adult staff (18 or over) shall be authorized to possess keys and/or badges to open any facility. If an employee is supervising a scheduled activity, s/he shall be responsible for the security of their program space.

BGCNF's guidelines for completing accident and incident reports
Staff and volunteers must immediately report and document (in a BGCNF incident report) all safety incidents that might affect staff, volunteers, members, and others who visit Club sites. The following information shall be included on an Incident Report: Date and location, incident details, witnesses and contact information, names of all involved (youth and staff if applicable), all notifications made (first responders, parents, leadership, etc.).

Safety incidents that occur during Club programs, on Club premises, and during a Club affiliated program or trip must be reported. Incident reports are submitted to Human Resources and are dealt with according to Organizational Policies and Safety procedures. Examples of safety incidents include, but are not limited to: Inappropriate activity between adults (18 and over) and youth; Inappropriate activity between multiple youth; Allegations of abuse; Bullying behavior; Inappropriate electronic communications between adults (18 or over) and youth; Minor and major medical emergencies; Accidents, including slips and falls; Threats made by or against staff, volunteers and/or members; Physical assaults and injuries, including fights; Missing children; Criminal activity, including theft and robbery; and other incidents deemed appropriate by Club leadership. The BGCNF Safety committee, comprised of Area Directors, Unit Directors, Site coordinators, and other interested staff, meets monthly to assess safety and security needs of the program.

29. What must participants accomplish to have successfully complete the program? Please include the guidelines, requirements, and timeframes Contractor will use to determine successful completion. *(Maximum 15 points - approx. ½ page)*

Success Indicators for BGCNF Programs		
Successful Program Completion Goals	**Program Objectives Members will:**	**Timeframes**
Academic Achievement	Receive passing grades for all nine weeks of the school year. If a grade is lower than passing the member will work with staff to increase the grade.	Quarterly
Graduation/Promotion	Graduate from high school on time. Are promoted to the next grade level.	End of School Year
Club attendance	Attend 80 percent of annual program days.	Year-Round
Program Attendance: Power Hour	Attend 90 percent of Power Hour classes during days present. Power Hour is the BGCNF academic hour and designed to increase grade level learning.	Year-Round

Program Attendance: Enrichment	Attend 80 percent of enrichment programming while at the Club, which includes programming the five core program areas. The Arts, Sports & Recreation, Education, Character & Leadership, and Health & Wellness.	Year-Round
Program Participation: Mentoring	Attend 80 percent of mentoring programs while at the Club. This includes peer to peer, group, and enrichment-based mentoring.	Year-Round
Program Assessment: Pre & Post Program Surveys	Pre and Post surveys for enrichment programming they attend. Club members exceed their previous assessment score.	Quarterly
(NYOI) National Youth Outcomes Initiative	Meet, maintain or exceed a 90% rating for the overall "Optimal Club Experience."	Annually

PERFORMANCE MEASURES AND DATA MANAGEMENT

30. Describe the methods Contractor intends to use to pursue data-driven performance management throughout program implementation. Describe how performance measures and data will improve service delivery, case planning, and quality improvement of service systems and community conditions. How will the program collect and incorporate participant and staff feedback and how frequently will this occur? *(Maximum 15 points - approx. ½ page)*

Each month, Area Directors conduct a walk-through of each of their Club sites, completing a standards rubric that addresses safety, program implementation and tracking, staffing, and deliverables. The site supervisor uses the results of the rubric to set goals and plan training that are aligned with the quality measures that need improvement.

All curriculum for evidence based, BGCA national programs, include diagnostic assessments, qualitative surveys, and pre and post-tests. Through our partnership with Duval County Public schools, Club staff can access One View, to retrieve report cards, progress reports, discipline referrals, and teacher comments. Club staff will use collected data to improve our Club members' academic performance or to improve behavior. Club staff ensure that all attendance sheets are completed daily. Club member participation is gathered daily for academic, cultural, social, and emotional and enrichment programs. BGCA requires annual survey data from Club members, staff, and parents to enhance programming and improve the Club experience.

At the end of summer programming Club leadership conduct a summative assessment of programs, student participation, safety policies, parental engagement, and partnerships. Data used to complete the assessment includes student and parent satisfaction surveys, staff accounts of effective activities, review of incident reports, and sign in sheets, to plan for the next summer and for the upcoming school year.

Population Goals

1. **Duval Children and Youth are Physically and Mentally Healthy and Safe**
   (a) Children and youth have access to safe and available places to play and build relationships
   (c) Children and youth receive the knowledge, support, and access to resources to live a healthy lifestyle.

2. **Duval Children and Youth Succeed in School**
   (e) Children and youth have access to available high quality supplemental education and enrichment

4. **Duval Youth Successfully Transition to Adulthood**

3(c) Every youth will have access to the guidance of a caring adult.

Performance Measures
Duval County Public Schools Data Provided by KHA

5(a) School attendance rate of participation
5(b) Number of Behavioral infractions for participants
5(e) Promoted Students

31. Planning is required to measure participant progress and program impact. Explain the steps Contractor will take to ensure that every participant is administered performance measurement tools as required. Describe the internal controls utilized to ensure that data integrity is maintained, and test results are accurate and reported in accordance with the outcome schedule. How will staff be trained and motivated to collect data regularly, and meaningfully use the results? *(Maximum 15 points - approx. ½ page)*

Annually, BGCNF conducts the NYOI (National Youth Outcomes Initiative) Survey in all our BGCA Chartered clubs. NYOI measures the members' overall club experience, peer interactions, staff interactions, feeling of physical and emotional safety, as well as general enjoyment of club programs.

Internal controls utilized to ensure that data integrity:

Each site director is required to complete NYOI training through BGCA which explains in detail the value of member surveying, how to best administer the survey, and what the results mean about the individual programs. Standards are put in place for how and when the survey should be administered to the members. The survey is conducted online; therefore, the data is sent straight to Boys & Girls Clubs of America which prevents any tampering with the results. BGCNF is sent reports for each site.

Motivating and training staff on the importance of data collection:

Staff are required to participate in BGCA training before the survey can be administered at their site. Data received by the BGCNF leadership team ensures that data is collated, analyzed for trends, and used for continuous program improvement and inform future trainings to appropriately respond to results.

FISCAL STABILITY

32. Describe the agency's funding portfolio, i.e., operations cost of the agency as compared to the funding requested from KHA, the funding diversification for the program which you are proposing to support the fiscal stability of your agency which will demonstrate the level of competency for an organization to fulfill the terms of the contract. *(Maximum 15 points - approx. ½ page)*

BGCNF's 2022-2023 (August 1, 2022, to July 31, 2023) operating budget is $22,164,000. Funding from KHA is approximately 36% of the total revenue. Another 37% is sourced from State and Federal grants and the remaining 27% is derived from individual and business contributions, foundations and major fundraising efforts. The organization reports revenue and expenses on the accrual basis and adheres to Generally Accepted Accounting Principles for reporting purposes. Annually, the organization undergoes a financial audit as well as a Single Audit from a national accounting firm. The CFO reports the organization's financial position to the executive team in a weekly executive meeting. Additionally, the CFO and CEO meet monthly with the Finance Committee of the Board of Directors to review results of operations, deviations from budget, liquidity, and future expansion plans. The organization also has a $2million line of credit available to fund any receivables from government grants. The organization includes a small surplus in the budget as required by the Board of Governors. BGCNF is well positioned to fulfill the terms of this contract.

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 23-24 (Use of Tree Conservation Trust Funds (TCTF) for grant match)

SUBMITTED BY: Amanda Askew, Director of Planning and Community Development

TODAY'S DATE: July 17, 2023

MEETING DATE: July 24, 2023

BACKGROUND: The Planning and Community Development Department is requesting to use fifteen thousand dollars ($15,000) from the City of Atlantic Beach Tree Conservation Trust Fund (TCTF) to use as a match for the Urban and Community Forestry Grant administered by the Florida Department of Agriculture and Consumer Services Division of Administration.

The TCTF is a special revenue fund account. Section 23-14 of the code of ordinances establishes this fund for the purpose "of accepting and disbursing monies paid to the city as part of tree mitigation and any other funds deposited with the city for the purpose of tree and vegetation conservation and protection. This fund shall be used solely for the planting of trees, the protection and conservation of existing trees where appropriate, or the re-establishment of vegetative resources in the city and any other ancillary costs associated with such activities, provided that such ancillary costs shall not exceed twenty (20) percent of the cost of the particular project."

This grant will be used to build upon our tree canopy work in the form of additional tree canopy inventorying and assessment. These tools will be used to inventory and map areas for additional tree planting and identify weaknesses in the canopy. The grant also includes an educational component to help educating the community on value of trees, tree placement and tree care.

Per section 23-14, the ESC reviewed the proposed disbursal of the $15,000 and made the following recommendation at their July 12th meeting: "We believe the grant has merit. However, it stretches the interpretation and the spirit of the intended use of the Tree Fund. We therefore prefer not to use the Fund for the grant but we accept its one-time use, with that reservation, and only if there are no other options available."

BUDGET: $0 from the general fund budget but $15,000 from the TCTF

RECOMMENDATION: Commission review and approve

ATTACHMENT(S): Resolution 23-24

REVIEWED BY CITY MANAGER:

RESOLUTION NO. 23-24

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE EXPENDITURES OF FUNDS FROM THE TREE CONSERVATION TRUST FUND FOR DEFINED TREE PLANTINGS ON PUBLICLY OWNED LANDS WITHIN THE CITY OF ATLANTIC BEACH.

WHEREAS, The Environmental Stewardship Committee (ESC) and the City Commission recognizes the importance of Atlantic Beach's tree canopy and is committed to its enhancement; and

WHEREAS, The Environmental Stewardship Committee (ESC) recommends the limited use of $15,000 in funds from the Tree Conservation Trust Fund for a grant match for Urban and Community Forestry Grant Program; and

WHEREAS, Section 23-14 of the Code of Ordinances requires that the use and distribution of funds from the Tree Conservation Trust Fund shall be designated by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby authorizes the use of fifteen thousand ($15,000.00) dollars from the Tree Conservation Trust Fund to match the Urban and Community Forestry grant.

SECTION 2. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the City Commission of the City of Atlantic Beach, Florida, on the 24th day of July 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Purchase of seven (7) LPR reader cameras through VSS (Vetted Security Systems) by exception under Ordinance Section 2-336

SUBMITTED BY: Victor Gualillo, Chief of Police

TODAY'S DATE: July 12, 2023

MEETING DATE: July 24, 2023

BACKGROUND: The Police Department began a Community Security Camera Program in 2021 which includes video surveillance cameras and License Plate Reader (LPR) cameras. A requirement of the surveillance camera program was to choose a system that captured video data that was compatible with the Jacksonville Sheriffs Office's video analytic software. An accompanying goal was that data captured by LPR cameras needed to be tied to a larger database that was widely shared among law enforcement agency crime analysts. It was preferred that both surveillance camera and LPR camera systems be provided by the same vendor to limit the number of vendor agreements, service processes and operating systems that needed to be learned and managed by PD personnel. Vetted Security Systems (VSS) was the vendor selected to provide surveillance cameras, LPR's, hosted video storage, service, maintenance and automated monitoring for continuous system functionality for both our Community Security Cameras and LPR's. The City Commission approved the purchase of camera systems from VSS with funds secured under the Duval County JAG C grant program in 2021 and 2022. Staff recommends purchasing seven LPR cameras from VSS to enhance our Community Security Camera program with funds provided through the JAGC grant that was authorized in August of 2022 by the City Commission in Resolution No. 22-51.

The most practical option is to purchase these additional LPR cameras from VSS without going through a competitive bid process. Purchasing cameras from the same vendor we currently use means that ABPD Officers and ABPD technicians will not have to learn how to use or mange two different software systems that do the exact same thing. Additionally we are under contract with VSS to provide monitoring, remote troubleshooting and onsite service of sixteen (16) cameras. These seven (7) new LPR cameras can be added to our current service agreement for no additional charge since the total number of cameras under contract will not be greater than twenty-five (25) units.

Staff believes that the below Ordinance sections support the recommendation to forego the competitive bid process under these circumstances and allows us to purchase these seven (7) LPR cameras from our current vendor VSS with City Commissions approval.

Atlantic Beach ordinance section 2-336 Same-Exceptions - The formal bid procedure as defined in this division is not required in the following cases:

(1) When the city commission, by a vote of the majority of those members present, waives the formal bid procedure;

(5) Contracts for the maintenance or servicing of equipment which are made with the manufacturer or authorized service agent of the equipment when the maintenance or servicing can best be performed by the manufacture or authorized service agent where such a contract would otherwise be advantageous to the city

(7) Purchase and contracts for the use or purchase of data processing equipment or data processing systems software and reproduction equipment

This purchase will enhance the existing Community Security Camera system, it will ensure all cameras and maintenance and service agreements are uninterrupted providing consistent operation and it will ensure there is continuous monitoring for functionality of all camera hardware within the Community Security Camera program. The total cost of purchasing seven (7) additional LPR cameras is $60,906.36. Of that $53,007.59 is being funded with approved JAG-C grant funds. The remaining $7,898.77 is being funded with money from the PD budget.

BUDGET: 157-2001-521.64-00

RECOMMENDATION: Staff recommends the City Commission vote on and approve purchasing seven (7) LPR cameras from VSS foregoing the established purchasing policy as authorized by the exception in COAB Code 2-336.

ATTACHMENT(S): Resolution # 23-25

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 23-25

A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY TO ACCEPT THE 2021 JUSTICE ASSISTANCE GRANT PROGRAM

WHEREAS, the Justice Assistance Grant Countywide (JAGC) has been established by the Federal Government and is administered by the State of Florida, The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants to act as a pass through entity for federal funding; and

WHEREAS, in August of 2022 the City Commission approved the Police Department to apply for the 2021 JAGC grant under Resolution 22-51; and

WHEREAS, $53,007 was awarded to the Atlantic Beach Police Department in the 2021 JAGC grant application; and

WHEREAS, the Atlantic Beach Police Department is requesting approval to purchase equipment and services from an existing vendor Vetted Security Systems (VSS) outside of city purchasing guidelines with said grant funds; and

WHEREAS, under Municipal Ordinance 2-336 the City Commission must approve by a majority vote purchases of $25,000 or greater that are made outside of city purchasing guidelines; and

WHEREAS, the City Commission has executed the required vote and a majority of the Commissioners present have voted to approve the purchasing exception requested by the Police Department;

NOW THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

SECTION 1. The City Commission hereby authorizes the use of current vendor, Vetted Security Solutions LLC, to purchase the equipment and services the Police Department is requesting under the 2021 JAGC Grant program; outside of city purchasing guidelines under the exceptions provided in City Ordinance 2-336; The formal bid procedure as defined in this division is not required in the following cases:

> (1) When the city commission, by a vote of the majority of those members present, waives the formal bid procedure;
>
> (5) Contracts for the maintenance or servicing of equipment which are made with the manufacturer or authorized service agent of the equipment when the maintenance or servicing can best be performed by the manufacture or authorized service agent where such a contract would otherwise be advantageous to the city
>
> (7) Purchase and contracts for the use or purchase of data processing equipment or data processing systems software and reproduction equipment

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the City of Atlantic Beach, this 24th day of July, 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No. 23-26 authorizing a purchase and sale agreement by and between the City of Atlantic Beach and Hoose Homes and Investments, LLC., for the purchase of 2.16+- acres of real property on Dora Drive (Parcel ID 172118 0000, 172119 0000, 172122 000) for the price of $1,075,000.

SUBMITTED BY: Joe Gerrity, City Manager / Steve Swann, City Engineer

TODAY'S DATE: July 18, 2023

MEETING DATE: July 24, 2023

BACKGROUND: At its meeting on March 20, 2023, the City Commission authorized staff to obtain an appraisal on the property at the eastern end of Dora Drive, where there are several undeveloped parcels totaling about 2.16 acres. The appraised valued the property, currently zoned for up to 40 units, at $2.2 million. At its June 12, 2023, meeting, the City Commission directed staff to negotiate a selling price with the owner. This property is owned by Hoose Homes and Investments, LLC.

A drainage ditch that serves Dutton Island Road East and the adjoining neighborhoods traverses the northern and western part of these parcels. The City has no drainage easements on this part of the ditch. Due to the location of these properties along the drainage ditch, the property could potentially be utilized as green space, park, stormwater pond or a combination of the three. The City is in the first phases of building out the Hopkins Creek drainage improvements recommended by the 2018 Stormwater Master Plan Update (SWMP Update). The Dora Drive parcels can be utilized as part of the overall drainage plan for this basin by creating a stormwater storage pond on the parcels.

A rough order of magnitude cost to purchase the property and construct a 1.4-acre stormwater storage pond, including construction of drainage improvements between Stanley Road and Donner Road, is $2.9 million. Constructing a stormwater storage pond on these parcels will partially offset the need to create additional downstream stormwater runoff storage recommended by the SWMP Update. In terms of creating additional stormwater runoff storage volume, pond construction is far cheaper than the anticipated sheet pile installation required for downstream channel improvements. Although detailed engineering analyses have not been completed, the expected cost savings of purchasing the Dora Drive parcels and constructing a stormwater pond will significantly offset future costs required to fully implement the SWMP Update recommendations.

BUDGET: $1,075,000 in American Rescue Plan Act funding.

RECOMMENDATION: Commission consider approving Resolution 23-26.

REVIEWED BY CITY MANAGER: Joe Gerrity

ATTACHMENTS: Resolution No. 23-26
Purchase and Sale Agreement
Dora Drive Parcel & Adjacent Property Maps
Dora Drive Property Memo – 01-31-23
Hopkins Creek SW Management - Commission Presentation - 04-10-23

RESOLUTION NO. 23-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ATLANTIC BEACH AND HOOSE HOMES AND INVESTMENTS, LLC, FOR THE PURCHASE OF 2.16+- ACRES OF REAL PROPERTY IN ATLANTIC BEACH ON DORA DRIVE (PARCEL ID 172118 0000, 172119 0000, 172122 0000) FOR THE PRICE OF $1,075,000; DESIGNATING AMERICAN RESCUE PLAN ACT FUNDS TO BE USED FOR THIS PURPOSE; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS, COMPLETE DUE DILIGENCE EFFORTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, to enhance the City of Atlantic Beach's stormwater management system, the City of Atlantic Beach desires to purchase 2.16+- acres of real property in Atlantic Beach on Dora Drive (Parcel ID 172118 0000, 172119 0000, 172122 0000) from Hoose Homes and Investments, LLC, for the price of $1,075,000; and

WHEREAS, the City of Atlantic Beach desires to utilize American Rescue Plan Act funds for this purpose.

NOW, THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

Section 1. The City Commission hereby authorizes the execution of a purchase and sale agreement between the City of Atlantic Beach and Hoose Homes and Investments, LLC, for the purchase of 2.16+- acres of real property in Atlantic Beach on Dora Drive (Parcel ID 172118 0000, 172119 00000, 172122 0000) for the price of $1,075,000.

Section 2. The City Commission hereby authorizes the use of American Rescue Plan Act funds for this purpose.

Section 3. The City Commission hereby authorizes the City Manager to execute contracts, complete due diligence efforts and purchase orders in accordance with and as necessary to effectuate the provisions of this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall become effective upon passage an adoption.

PASSED AND ADOPTED by the City Commission of the City of Atlantic Beach, this 24th day of July, 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

PURCHASE AND SALE AGREEMENT
Dora Drive
[Parcel ID 172118 0000, 172119 0000, 172122 0000]

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") by and between **HOOSE HOMES AND INVESTMENTS, LLC.**, a Florida limited liability company **whose address is 7563 Philips Highway Suite 111** ("**Seller**") and **the CITY OF ATLANTIC BEACH, FLORIDA, a municipal corporation whose address is 800 Seminole Road, Atlantic Beach, FL 32233** (or its assigns) ("**Buyer**"), is made effective as of the date on which the last of Seller or Buyer executes this Agreement (the "**Effective Date**").

RECITALS:

A. Seller owns approximately 2.16+/- acres of real property in Atlantic Beach, Duval County, Florida (the "**County**") described on **Exhibit "A"** attached and made a part of this Agreement (the "**Property**").

B. Seller desires to sell to Buyer and Buyer desires to buy from Seller the Property.

C. Seller and Buyer desire to enter into this Agreement to provide for the terms ofthe purchase and sale of the Property

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. PURCHASE AND SALE.

Upon and subject to the terms and provisions of this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller. As used herein, the term "Property" shall mean the land described in **Exhibit "A"**, together with all structures located thereon, as well as Seller's right, title and interests in and to all rights appurtenant to such land including but not limited to all subsurface rights, any reversionary interests in roads or streets adjoining such land, and any easements, express or implied, benefiting such land.

2. PURCHASE PRICE.

The purchase price (the "**Purchase Price**") for the Property will be $1,075,000.00. The Survey shall show the exact number of gross acres constituting the land.

3. DEPOSIT.

(a) Within three (3) business days after the Effective Date, Buyer shall deliver to **McKillop Law Firm, PL** ("**Escrow Agent**"), the sum of $10,000.00 (the "**Escrow Deposit**") by confirmed bank wire. In the event that Buyer fails to deposit the Escrow Deposit with Escrow Agent within the foregoing time period, Seller may terminate this Agreement.

(b) Escrow Agent shall hold the Escrow Deposit, in accordance with the terms of the Escrow

Agreement attached and made a part of this Agreement as **Exhibit "B"** (the "**Escrow Agreement**"). Buyer shall deliver the Escrow Deposit in the form of a confirmed wire transfer. The Escrow Deposit shall be credited against the Purchase Price at Closing. If the transaction does not close, the Escrow Deposit, or the applicable portion thereof, will be disbursed as provided elsewhere in this Agreement.

4. INFORMATION, ACCESS AND FEASIBILITY PERIOD.

(a) Within five (5) business days of the Effective Date, Seller will provide either an electronic form to Buyer true, correct, and complete copies of all the materials in possession of the Seller set forth in **Exhibit "D"** attached hereto, to the extent such items are in Seller's possession or control and Seller have not already provided to Buyer. In addition, prior to Closing, Seller shall promptly provide the Buyer with such additional information concerning expenses for the Property as Buyer may reasonably request, to the extent the same is in Seller's possession or control. In the event Seller fail to provide the materials set forth in **Exhibit "D"**, Buyer may not terminate this Agreement and request return of the Escrow Deposit. Failure of Seller to provide the materials set forth in **Exhibit D** shall not constitute a Default under this Agreement.

(b) Buyer shall have until 3:00 P.M. eastern time on the date that is ~~ninety (90~~sixty (60) days from and after the Effective Date within which to inspect the Property and evaluate the feasibility of Buyer's consummation of the transaction contemplated in this Agreement (the "**Feasibility Period**").

During the Feasibility Period. Buyer may inspect any and all aspects of the Property or portions of the Property. At all times prior to Closing, upon reasonable of notice to Seller, Buyer, its agents, employees, designees, attorneys, engineers, environmental consultants, and other consultants (the "Consultants") shall have the right to reasonably physically inspect the Property, make surveys of the Property and conduct a phase 1 environmental assessment of the Property; provided, however, that Buyer shall be responsible for costs incurred by Buyer or any fees charged by Consultants. Buyer shall promptly restore any damage to the Property caused by Buyer's inspections.

Notwithstanding anything herein to the contrary, Buyer shall not be permitted to conduct borings of the Property or drilling in or on the Property, or any other invasive testing, in connection with the preparation of an environmental audit or in connection with any other inspection of the Property without the prior written consent of Seller. Buyer, at its expense, shall repair and restore any borings or holes created or any other damage to the Property). Buyer shall, in a timely manner, pay in full the cost of all inspections, investigations and inquiries of any kind, so that no person or entity shall have the right to file any lien against the Property. In the event any lien is filed, Buyer shall immediately satisfy or bond that lien off the Property. Buyer's obligations under this Section shall survive Closing and/or the termination of this Agreement, notwithstanding any term or provisions hereof to the contrary.

If applicable, Seller will make employees of its property manager available during the Feasibility Period, whether such property management group members are direct

employees of Seller or employed by a third-party property manager. Buyer agrees to coordinate all such property manager contact with Seller in advance. Seller reserves the right to have its representatives present at all such property manager interview(s).

Subject to all restrictions and limitations under Florida law including but limited to the restrictions set forth in Section 768.28, Florida Statutes, Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and all claims, demands, actions losses, costs, damages, expenses or liabilities, including, but not limited to, personal injury or property damage claims or construction or other liens, including reasonable attorneys' fees caused by or incurred in connection with Buyer's inspection of the Property; provided however, that the restoration, indemnity, defense, and hold harmless obligations in this Section 4 will not apply to (a) any loss, liability, cost, or expense to the extent arising from or related to the acts of Seller, or Seller's agents or consultants, (b) any diminution in value in other real property owned by Seller arising from or relating to matters discovered but not caused by Buyer during its investigation, (c) any latent defects in the Property discovered but not caused by Buyer, or (d) the release or spread of any hazardous substances that are discovered (but not placed) on or under the Property by Buyer.

Buyer, in its sole discretion, shall have until the expiration of the Feasibility Period to deliver to Seller, with a copy to Escrow Agent, written notice of Buyer's disapproval of the feasibility of this transaction, which disapproval may be for any reason or no reason at all ("**Termination Notice**"). If Buyer delivers a Termination Notice to Seller on or before the expiration of the Feasibility Period this Agreement shall be deemed terminated. In the event of such termination prior to the end of the Feasibility Period, the Escrow Deposit shall be immediately returned to Buyer by Escrow Agent and this Agreement will be of no further force and effect and the parties hereto will have no further rights or obligations under this Agreement, except as to any obligations which survive termination. TIME IS OF THE ESSENCE with respect to the giving of the Termination Notice and the expiration of the Feasibility Period.

In the event Buyer does not deliver a Termination Notice to Seller on or before the expiration of the Feasibility Period, then the Escrow Deposit shall become non-refundable. If Buyer elects to proceed with Closing, it shall deliver notice to Seller prior to the end of the Feasibility Period.

5. SURVEY.

Seller shall, at Seller's expense, obtain and deliver to Buyer either an existing survey of the Property that is updated and renewed to the satisfaction of the Title Company in order to remove any survey-related title encumbrances or a brand new survey of the Property (the "**Survey**") within thirty (30) days of the Effective Date. The Survey shall be certified by the surveyor to Seller, Buyer, Escrow Agent, and the Title Company (as defined below), shall meet the minimum technical standards of the State of Florida, shall setforth the gross acres to the nearest $1/100^{th}$ of an acre, shall show all easements and restrictions benefitting and burdening the Property, and shall establish a metes and bounds description of the Property. Provided the description of the Property as established by the Survey is consistent with the depiction set forth in Exhibit A attached hereto, such description shall supersede the Exhibit A depiction and the Title Commitment (as hereinafter

defined) shall be endorsed to reflect such new legal description. In the event the Survey reveals the encroachment of improvements from the Property onto adjacent property, or from adjacent property onto the Property, reveals any actual or potential boundary line disputes, or the presence of the right of third parties to use any part of the Property, or any other matter which is not acceptable to Buyer in its reasonable discretion, then the Buyer may notify the Seller of Buyer's objections to any such matters ("Survey Objections") within forty-five (45) days of the Effective Date. If Buyer does not deliver Survey Objections within such period, then any matters reflected on the Survey shall be deemed to be "Permitted Exceptions." Seller shall have a period of five (5) days after receipt of Buyer's notice of Survey Objections within which to notify Buyer whether Seller are willing to cure the Survey Objections. Thereafter, Survey Objections shall be resolved in the same manner as Title Objections under Sections 6(c), (d) and (e) below.

6. TITLE MATTERS.

(a) Upon Buyer's payment of the Purchase Price, Seller shall execute and deliver to Buyer its recordable and transferable special warranty deed ("**Deed**"), conveying to Buyer, good, record and marketable title to the Property, in fee simple, free and clear of all liens, encumbrances, leases or other occupancy agreements, rights and other matters whatsoever, except the following ("**Permitted Exceptions**"): utility and drainage easements of record which will not materially impair the value, use or operation of the Property for its current use; zoning and building laws of record; ad valorem real estate taxes and assessments for public improvements not then due and payable; defects and encumbrances caused by Buyer or consented to by Buyer; and any other matters set forth on the Title Commitment that are accepted or deemed accepted by Buyer.

(b) Within thirty (30) days after the Effective Date, Seller shall at Seller's expense, shall order and obtain a commitment for an owner's title insurance policy (the "**Title Commitment**") a title company (the "**Title Company**") providing for the issuance to Buyer upon the recording of the Deed (as hereinafter defined) of an ALTA owner's policy of title insurance in the amount of the Purchase Price insuring the Buyer's title to the Property (the "**Title Policy**"). The Title Commitment shall be accompanied by legible copies of all of the title exception documents referenced in the Title Commitment. The parties acknowledge that Buyer's attorney will serve as agent for the Title Company and that by acting in such capacity Buyer's attorney shall not be disqualified or otherwise precluded from representing Seller in connection with this Agreement.

(c) If the Buyer objects to any title exceptions in the Title Commitment, then Buyer shall give Seller written notice of the objections (the "**Title Objections**") no later than forty-five (45) days after the Effective Date. Any title matters reflected in the Title Commitment that are not objected to by Buyer in writing within such period shall become Permitted Exceptions.

(d) If Buyer provides timely notice of any Title Objections, Seller shall have the right, but not the obligation, to attempt to cure any Title Objections identified in Buyer's notice. Seller will advise Buyer within 5 days of receipt of the notice whether it intends to cure any Title Objections. If Seller does not specifically agree to cure any Title Objection identified in Buyer's notice, then Seller shall be deemed to have elected not to cure such Title Objection. If Seller elects to cure, it shall have 30 days to cure any matters it has elected to cure (the

"**Cure Period**"), except those objections as to any matters typically cured at real estate closings, such as requirements and standard exceptions which are satisfied and deleted by delivery of an owner's affidavit, authority documents or mortgage releases, shall be satisfied at Closing. The Closing Date shall automatically be extended to accommodate the Cure Period for Title or Survey Objections. In all events, Seller shall be obligated to satisfy mortgage liens, tax liens, construction liens and judgment liens created by or through Seller. Seller shall ensure that all mortgages are paid and released at or prior to closing and shall cooperate with closing agent regarding same. The Closing Date shall be automatically extended to a date that is 10 days after all mortgages are released or Such mortgagees provide a written payoff statement in a form acceptable to title/closing agent.

(e) If Seller elects not to cure certain Title Objections or if Seller elects to cure certain Title Objections but is unable to do so during the Cure Period, Buyer shall have the right to terminate this Agreement by written notice delivered to Seller within 7 days of receipt of notice that Seller will not cure certain Title Objections. In the event of any such termination, all parties shall be relieved of any further obligations under this Agreement (except any that specifically survive the termination of this Agreement) and Buyer shall be entitled to a return of the Escrow Deposit from Escrow Agent. If Buyer fails to terminate this Agreement pursuant to this paragraph, Buyer shall be deemed to have waived any Title Objections Seller elected not to cure or did not cure and agrees to accept the condition of title to the Property subject to such Title Objections (all of which shall be Permitted Exceptions) and proceed to Closing without diminution in the Purchase Price.

7. FINANCING

Closing is not contingent upon Buyer obtaining financing.

8. CONDITIONS TO CLOSE.

The items listed below are conditions precedent to Seller and Buyer's obligation as to the Closing of the Property. Buyer may waive such conditions applicable to Seller as Buyer chooses and proceed to Closing, without alteration in the Purchase Price. If Buyer does not elect to waive such conditions, Buyer shall be entitled to terminate this Agreement by written notice delivered to Seller on or before the Closing Date.

Seller may waive such conditions applicable to Buyer as Seller chooses and proceed to Closing, without alteration in the Purchase Price. If Seller does not elect to waive such conditions, Seller shall be entitled to terminate this Agreement by written notice delivered to Buyer on or before the Closing Date, whereupon Seller shall be entitled to receive the Escrow Deposit, as applicable, then held by Escrow Agent.

The following are conditions precedent to Buyer's obligation as to the Closing of the Property:

(a) At Closing, the Property is free from any outstanding liabilities, including but not limited to unpaid taxes (however, this does not include the current years taxes which are not yet due and which shall be apportioned on the closing statement).

(b) The Property is not subject to any actual or pending litigation.

(c) Seller has cured all Survey objections made by Buyer (if any)

(d) Seller has cured all Title Objections made by Buyer (if any).

The following are conditions precedent to Buyer's obligation as to the Closing of the Property:

(a) Buyer is not in default under any terms of this Agreement.

(b) Buyer can deliver the Purchase Price to Seller.

As used herein, the term "*Force Majeure*" means acts of God, earthquakes, blizzards, tornados, hurricanes and tropical storms, pandemics, inclement weather in excess of historical weather patterns for the period in question, fire, flood, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, public enemy, terrorist attacks, war (declared or undeclared), landslides, explosions, epidemics, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction or inability to obtain materials or supplies after the exercise of reasonable efforts, delay in granting any required consent by the party entitled to so grant within the time frame required herein, delays by governmental authorities, and any other matter beyond the reasonable control of the party obligated to perform. Unavailability of funds shall not be considered Force Majeure.

BUYER AGREES AND ACKNOWLEDGES THAT THE SELLER HAS NEITHER MADE NOR HAS BUYER RECEIVED ANY PROMISES OR REPRESENTATIONS THAT ANY IMPROVEMENTS, UTILITIES, OR FACILITIES WILL BE BUILT BY SELLER DURING THE TERM OF THIS AGREEMENT. THE SELLER HAS NOT MADE ANY EXPRESS WARRANTIES AS TO THE PROPERTY AND WAIVES ANY IMPLIED WARRANTIES AS TO THE PROPERTY.

9. CLOSING.

(a) The closing of the sale and purchase of the Property (the "**Closing**") shall not later than fifteen (15) days after the expiration of the Feasibility Period. The Closing may take place by mail with delivery of the Closing documents in escrow to Escrow Agent, or at such other place as may be agreed upon by the parties. TIME IS OF THE ESSENCE withrespect to Closing and the Closing Date.

(b) At Closing, Seller shall deliver to Buyer the Special Warranty Deed (the "**Deed**") conveying to Buyer fee simple title to the Property, subject only to the Permitted Exceptions, which Special Warranty Deed shall be in form and content attached hereto as **Exhibit "C**."

(c) At Closing, Seller shall deliver duly executed originals of the closing statement, Bill of Sale and General Assignment in the form of **Exhibit "E"** and such other documents to be executed as may be reasonably required by Buyer or the Title Company.

(d) At Closing, Buyer shall deliver to Seller the Purchase Price, the closing statement, and such other documents to be executed as may be reasonably required by Seller or the Title Company.

(e) At the Closing, Seller shall deliver all keys and lock combinations in Seller's possession or control for all locks on the Property.

(f) At the Closing, Seller shall deliver such evidence, common documents or affidavits as may be reasonably required by the Title Company or Buyer relating to:

(i) Mechanic's or materialmen's liens (if any);
(ii) Parties in possession;
(iii) The status and capacity of Seller and the authority of the individuals who are executing the various documents on behalf of Seller in connection with sale of the Property, and
(iv) Such information as may be reasonably required by the Title Company or to ensure the "gap" between Closing and the recordation of the Deed contained in the Property to Buyer.
(v) That Seller has not caused any improvements, alterations or repairs to the Property for which the costs thereof remain unpaid.
(vi) That Seller is in open and exclusive possession of the Property and that there are no lease agreements other than what has been disclosed.
(vii) That there has been no change in title to the Property and that there are no pending matters concerning or against Seller that could give rise to a lien that would attach to the property or otherwise change the statute of title to the Property.
(viii) Such other documents are consistent with the terms of the Agreement and reasonably required to close the transaction contemplated hereby

10. CLOSING COSTS, REIMBURSEMENT AND PRORATIONS.

(a) Seller shall pay for documentary stamps on the Deed, all recording fees, the cost of the Survey, Seller's attorneys' fees, title insurance commitment and title premium.

(b) Buyer shall pay for all costs associated with Buyer's due diligence, the Buyer's attorneys' fees and any costs incurred by the Buyer that is not specifically attributable to Seller in this Agreement.

(c) The following items shall be prorated by the parties as of the Closing Date:

(i) Real estate taxes taking into consideration any discounts for early payment. Such taxes shall be prorated based upon the estimated amount of taxes for the year of Closing (based upon the prior years' tax bills if the tax bills for Closing are not available and in such case, Seller and Buyer shall re-prorate the taxes when actual tax bills for the current year are available). Any additional real estate taxes arising out of a change in the use of the Property on or a change in ownership after Closing shall be assumed by Buyer and paid by Buyer when due and payable.

(ii) Special assessments or charges imposed against the Property by any applicable governmental authorities with jurisdiction over the Property (if any).

(iii) If as of the Closing Date the Property is encumbered or otherwise affected by any assessment (whether or not a lien) which is or may become payable in installments, then for the purposes of this Agreement, any assessment currently due as of Closing shall be paid by the Seller and all remaining assessments shall be assumed and payable by the Buyer as they become due and Buyer shall take title to the Property subject to the unpaid installments not yet due and payable.

(iv) The actual or estimated charges for utilities accrued and payable by Seller shall be prorated between Seller and Buyer, provided Buyer is required by law or elects to assume Seller's utility account. Deposits for utilities (the "Utility Deposits"), plus any interest on the Utility Deposits to which Seller is or will be entitled that are held by the provider of the utilities and which are freely transferable to Buyer, shall at the election of the Buyer be assigned by Seller to Buyer and Buyer shall pay Seller the full amount thereof at Closing. Seller shall retain the right to obtain a refund of any Utility Deposits which are not required to be assigned to Buyer, and Buyer will cooperate with Seller as reasonably requested in obtaining any refund. With respect to water, sewer, electric and gas charges, Seller shall make reasonable efforts to obtain a reading of the meter or other consumption measuring device as of the Closing Date. If the Seller is unable to obtain such a reading, Seller shall furnish a reading as of a date not more than thirty (30) days prior to the Closing Date and the unknown charges shall be apportioned on the basis of an estimate computed by utilizing such reading and the most recent bill from the utility provider.

(v) Prepaid charges, payments and accrued charges made by Seller under any Continuing Contracts shall be prorated at Closing in a manner reasonably acceptable to Seller and Buyer.

11. REPRESENTATIONS BY BUYER.

Buyer represents and warrants to Seller as follows:

(a) Buyer's execution, delivery, and/or performance of this Agreement is not prohibited by and shall not constitute a default under any other agreement, covenant, document or instrument to which Buyer is subject or bound.

(b) Buyer has full power, capacity, authority, and legal right to execute and deliver this Agreement and to perform all transactions (including the execution and delivery of all documents) required of Buyer for the performance of this Agreement; and the person signing below on behalf of Buyer is duly authorized to execute this Agreement and bind Buyer.

(c) Buyer's city commission and/or mayor have performed all conditions precedent necessary for Buyer to enter into this Agreement, as set forth in Ordinance _____.

(d) This Agreement has been duly authorized by Buyer and, when fully executed and delivered, shall constitute a legal, valid, and binding obligation of Buyer.

(e) To Buyer's actual knowledge, there is no litigation, pending or threatened, which would have a material and adverse effect on Buyer's ability to perform its obligations under this Agreement.

(f) Buyer has engaged no brokers related to this Agreement.

Buyer's representations and warranties set forth above are true and correct on the Effective Date, shall be true and correct on the date of Closing Date, and shall survive following the Closing. The truth and accuracy of these representations and warranties in all material respects at the time of Closing shall be a condition to Seller's closing obligations under this Agreement.

12. REPRESENTATIONS BY SELLER.

Seller represents and warrants to Buyer as follows:

(a) Seller's execution, delivery, and/or performance of this Agreement is not prohibited by and shall not constitute a default under any other agreement, covenant, document or instrument to which Seller is subject or bound.

(b) Seller have full power, capacity, authority, and legal right to execute and deliver this Agreement and to perform all transactions (including the execution and delivery of all documents) required of Seller for the performance of this Agreement, including conveyance of the Property to Buyer; and the person signing below on behalf of Seller is duly authorized to execute this Agreement and bind Seller.

(c) This Agreement has been duly authorized by Seller and, when fully executed and delivered, shall constitute a legal, valid, and binding obligation of Seller.

(d) To Seller's actual knowledge, there is no litigation, pending or threatened, which would have a material and adverse effect on the Property or on Seller's ability to perform its obligations under this Agreement.

(e) Seller has received no unresolved written notice from any applicable governmental authorities claiming a breach or other violation of any applicable federal, state or local laws, statutes, ordinances, codes, regulations, rules, or restrictions (collectively, "**Applicable Laws**") related to the Property.

(f) Seller has entered into no license, lease or option agreements for the Property or any portion of the Property.

(g) Seller has engaged no brokers related to this Agreement.

13. ACKNOWLEDGEMENTS AND ADDITIONAL COVENANTS.

(a) **Utilities and Permits**. Buyer understands and agrees that water, sewer, electrical, telephone, and other utility services to the Property will be provided by the County or other utility providers who have the legal right to serve the Property. Buyer shall be solely responsible for payment of all connection, service and meter charges imposed by all such utility providers and shall be solely responsible for any increases in such charges that may occur from time to time. Further, Buyer shall be solely responsible for payment of all fees and charges associated with all building or other permits which may be required for construction of improvements upon the Property. This Section 13(a) shall survive Closing.

(b) **Approvals**. Buyer shall, at its own cost and expense, be responsible for obtaining all future approvals and permits from all applicable governmental authorities necessary for the Property after Closing. However, Buyer's receipt of such future approval and permits, shall not be deemed a condition of Closing. This Section shall survive Closing.

14. NO RESALE LIABILITY.

Buyer acknowledges and agrees that Seller is not a co-venturer or partner of Buyer in Buyer's construction upon or resale of the Property, and that Seller shall bear no liability whatsoever resulting from or arising out of Buyer's ownership, construction upon or resale of the Property.

15. LEASING AND OTHER ACTIVITIES PRIOR TO CLOSING

(a) Seller shall not enter into any lease transaction or any other form of conveyance with respect to the Property, unless previously approved by the Buyer in writing, which consent may be granted or denied in Buyer's sole discretion.

(b) Seller shall not, without Buyer's prior written approval, (i) make any material alterations or additions to the Property, except as may be required by law or as may reasonably be required for the prudent repair and maintenance of the Property, (ii) change or attempt to change (or consent to any change in) the zoning or other legal requirements applicable to the Property, (iii) cancel, amend or modify in any material respect any certificate, license, approval or permit held by or on behalf of Seller with respect to the Property, or (iv) sell, convey or remove from the Property any personal property unless the same is obsolete and is replaced by similar, tangible personal property of equal or greater utility or value.

(c) At all times prior to Closing, Seller shall: (i) maintain the Property in good condition and repair; (ii) conduct business and operate and maintain the Property in substantially the same manner in which the Property was heretofore operated by Seller; (iii) maintain insurance in accordance with the insurance in place as of the Effective Date; (iv) not sell or further encumber the Property or any portion thereof or enter into any agreement relating thereto, and (v) promptly give Buyer a reasonably detailed written notice of: (1) any fire, flood or other material adverse change with respect to the Property of which Seller obtain actual knowledge; (2) any actual or proposed condemnation (or proceeding in lieu thereof) of which Seller obtain actual knowledge; (3) any written notice received by Seller claiming

that the Property or the use and operation thereof fails to comply with applicable legal requirements; and (4) any written notice received by Seller concerning any pending or threatened litigation or administrative proceeding affecting the Property. If Seller become aware during the term of this Agreement of any matters that render any of its representations or warranties untrue, Seller shall promptly disclose such matters to Buyer in writing.

16. DEFAULT.

If this transaction is not closed because of Buyer's default, of if Buyer is otherwise in breach of any obligation to be performed by Buyer prior to the Closing, **TIME BEING OF THE ESSENCE AS TO EACH OF BUYER'S AND SELLER'S OBLIGATIONS UNDER THIS AGREEMENT,** Seller shall, as its sole remedy, receive the Escrow Deposit as agreed upon liquidated damages, Seller's actual damages in such event are not readily ascertainable and the liquidated damages provided herein shall not be considered a penalty. It being hereby acknowledged by Buyer and Seller that if Buyer defaults, Seller will suffer damages incapable of exact ascertainment, and upon the exercise of such remedy, this Agreement shall be null and void and neither Seller nor Buyer shall have any further rights or obligations hereunder except as otherwise expressly provided in this Agreement. If this transaction is not closed because of the default of Seller or if Seller are otherwise in breach of any obligation to be performed by Seller prior to the Closing, Buyer may, as its sole discretion, receive a refund of the Escrow Deposit or Buyer may seek specific performance to enforce the terms of this Agreement. In no event may Buyer or Seller recover any consequential or punitive damages under any circumstances. All other remedies of Buyer and Seller with regard to failure to close or breach of any other provision of this Agreement (except for a breach of the indemnities herein and the obligations in this Agreement that specifically survive Closing) are expressly waived. With respect to any default in the obligations of Seller or Buyer to be performed subsequent to the Closing, Seller and Buyer shall each have all remedies available at law or in equity. With respect to any default under this Agreement other than a failure to timely close on the Closing Date, the non-defaulting party shall provide the defaulting party with written notice of such default and a period of fifteen (15) days in which to cure such default, prior to taking any enforcement action with respect to such default. The applicable provisions contained herein shall survive the Closing and the delivery of the deed of conveyance.

17. MISCELLANEOUS.

(a) **Notice.** In the event that more than one person or entity are listed as Buyer, any notice given by Seller to any of such persons or entities shall constitute notice to all. Any notice or approval under this contract shall be sent, postage prepaid, by registered, certified mail, or overnight mail, or by hand delivery or by electronic mail to the applicable party at the following addresses:

If to Seller: Steve Swann
Email: sswann@coab.us

With cc to: Jason Gabriel, Esq.
Email: jgabriel@burr.com

If to Buyer: Zach Miller, Esq.
Email: Zwmillerlaw@gmail.com

If to Escrow Agent: **McKillop Law Firm, PL**
Email: ian@mckilloplawfirm.com

Notices shall be effective on receipt and may be given by parties or counsel to either party.

(b) **Assignment**. Buyer shall not assign its interests in this Agreement in whole or in part without the prior approval of Seller, which approval may be granted or withheld in Seller's sole and absolute discretion.

(c) **Attorneys' Fees and Venue**. In connection with any litigation arising out of, or to enforce or interpret, this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs at all levels of proceeding in addition to any other relief granted. The venue for any proceeding of a dispute under this Agreement shall be in the Florida Circuit Court in and for Duval County, Florida or the Federal Courts in Jacksonville, Florida.

(d) **Entire Agreement.** This Agreement supersedes any and all understandings between the parties with respect to the subject matter of this Agreement. Any representations or inducements previously made which are not included and embodied in this Agreement in writing shall be of no force or effect. This Agreement may be modified or amended only in writing and signed by Buyer and Seller and any and all prior discussions, negotiations, or representations which are not specifically set forth in this Agreement or in addendum to this Agreement are null, void and of no force and effect.

(e) **Condemnation.** Upon obtaining knowledge of any proceedings for the condemnation of any portion of the Property (including negotiations in lieu of condemnation), Seller shall promptly notify Buyer of the pendency of such proceedings. If, after the Effective Date and prior to an applicable Closing, any portion of the Property shall become subject to a judicial condemnation (or sale in lieu of condemnation), Buyer may, by written notice to Seller given 5 days after notice, elect to cancel this Agreement prior to the Closing with respect to such Property, in which event both parties shall be released from any further liability hereunder with respect to such Property, however, this Agreement shall remain in full force and effect with respect to the Property that are not affected by the condemnation. If no such election is made, this Agreement shall remain in full force and effect with respect to all of the Property, and the purchase contemplated, less any interest taken by eminent domain or condemnation, shall be effected with no adjustment of the Purchase Price, and upon the applicable Closing, Seller shall assign or pay (to the extent previously received by Seller) over to Buyer, as applicable, all of the right and interest of Seller to any awards that have been or may be made for such taking.

(f) **Risk of Loss**. Unless and until the Closing is completed, the risk of loss to the Property from casualty or condemnation shall be borne by Seller. If all or a portion of the Property is damaged or destroyed by fire or other casualty prior to Closing such that: (1) Buyer's reasonable estimate of the cost to repair the same exceeds Ten Thousand and No/100 Dollars ($10,000.00); (2) parking that benefits the Property is lost; (3) access to or egress from the Property is materially impaired; or (4) Seller do not demonstrate to Buyer's reasonable satisfaction that the available insurance proceeds to be assigned to Buyer, together with the deductible amounts to be credited against the Purchase Price, are adequate to pay the cost to repair such damage or destruction (any such fire or other casualty, a "Material Casualty"), Buyer may, at Buyer's sole option, elect to either:

(i) terminate this Agreement and receive back the Escrow Deposit; or

(ii) purchase the Property subject to and in accordance with the terms of this Agreement.

In the event of a fire or other casualty that is not a Material Casualty, and in connection with any Material Casualty as to which Buyer elects to proceed pursuant to Section 17(f)(ii), (A) Buyer shall purchase the Property in accordance with the terms hereof without reduction in the Purchase Price (except for any applicable deductible that will reduce the insurance proceeds assigned to Buyer at Closing) and (B) Seller shall assign to Buyer at Closing all insurance proceeds paid or payable on account of such damage, including any rental or business interruption insurance (and the amount of any deductible shall be credited against the Purchase Price). Buyer shall be deemed to have elected to proceed under Section 17(f)(ii) unless, within fifteen (15) Business Days from reasonably detailed written notice to Buyer of such casualty, Buyer provides Seller with written notice that Buyer elects to terminate pursuant to Section 17(f)(i). If the Closing Date would otherwise occur sooner, it shall automatically be extended to the date that is twenty (20) Business Days after written notice to Buyer of the casualty. If any insurance proceeds paid or payable on account of a fire or other casualty are to be assigned to Buyer in accordance with the provisions of this Agreement, Seller shall cooperate as reasonably requested by Buyer to effectuate such assignment (including, if necessary, prosecuting claims in Buyer's name or for Buyer's benefit), and Seller's obligation to so cooperate shall survive the Closing.

(g) **Interpretation.** The captions in this Agreement are for information and convenience only and shall in no way define, limit or construe the contents of any provision of this Agreement. This Agreement shall be governed by the laws of the State of Florida. Unless otherwise specified, the term "**days**" shall refer to calendar days and not business or working days. If any provision of this Agreement, or the application of such provision to any person or circumstance is held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is invalid, shall not be affected. Any time period provided for in this Agreement that ends on a Saturday, Sunday or other day when the Duval County, Florida courthouse is closed to the public (each, an "**Excluded Day**"), shall be extended to 3:00 p.m. of the next day that is not an Excluded Day.

(h) **Counterparts.** This Agreement may be executed in one or more original counterparts, all

of which when properly executed by the parties, shall constitute an original Agreement. Executed counterparts of this Agreement that are transmitted by facsimile or by electronic mail shall be effective and binding on all parties.

(i) **Electronic Signatures**. The exchange of copies of this Agreement and copies of signature pages (including, but not limited to, this Agreement and/or any closing related document) by facsimile, email or attachment of a scanned electronic copy to email shall constitute effective execution and delivery of such document as to the parties and may be used in lieu of the original for all purposes. Signatures of the parties transmitted by facsimile, email, or attachment of a scanned electronic copy to email shall be valid, enforceable and binding as an original signature for all purposes.

(j) **Confidentiality**. Buyer and Seller shall maintain at all times as confidential information: (i) the terms of this Agreement; and (ii) the existence and content of any negotiations. Notwithstanding the foregoing, Buyer and Seller shall have the right to indicate to County officials that Seller and Buyer have executed this Agreement. Buyer and Seller may also: (i) inform lenders, advisors, counsel and employees whom each party deems necessary or advisable, provided that such persons are advised of the confidential nature of this Agreement; (ii) make disclosures required by applicable laws; and (iii) make disclosures to utility and other service providers as to matters directly related to their services.

(k) **Press Releases**. Buyer shall not make any press releases or other media dissemination of information relating to the transactions contemplated herein without the prior approval of the other party.

(l) **1031 Exchange**. Buyer and Seller each hereby acknowledge that the sale of the Property pursuant to this Agreement may be part of a tax-free exchange for Seller pursuant to Section 1031 of the Code, the regulations promulgated thereunder, revenue procedures, pronouncements and other guidance issued by the Internal Revenue Service. Buyer hereby agrees to cooperate with Seller to facilitate such exchange (which shall include execution of typical 1031 exchange documentation required by Seller's 1031 accommodator), provided that same will not delay the Closing, cause additional expense to Buyer, increase Buyer liabilities or obligations, or otherwise modify any of the terms or provisions of this Agreement. Seller's rights under this Agreement may be assigned to a qualified intermediary for the purpose of completing such an exchange.

(m) **Possession**. Possession of the Property shall be delivered to Buyer by Seller at the Closing, subject only to the Permitted Exceptions.

(n) **Waiver; Governing Law.** The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer or the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. This Agreement shall be construed and the rights and obligations of Seller and Buyer hereunder determined in accordance with the internal laws of the State of Florida, without

regard to the principles of conflict of law. In recognition of the benefits of having any disputes with respect to this Agreement resolved by an experienced and expert person, Seller and Buyer hereby agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto on or with respect to this Agreement for which any it relates, directly or indirectly, to this Agreement or any event, transaction, or occurrence arising out of or in any way connected with this Agreement whether Property, or the dealings of the parties with respect thereto, shall be tried only by a federal or state court having jurisdiction in Duval County, Florida.

(o) **Brokers**. Seller and Buyer shall each indemnify, defend, protect and hold harmless the other against and from any and all Losses (as hereinafter defined) for commissions or other compensation that may be made by anyone claiming through the indemnifying party in connection with this sale. As used in this Agreement, "Losses" shall mean all demands, claims, causes of action, losses, debts, controversies, damages, liabilities, obligations, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including, without limitation, attorneys' fees and costs of defense and costs and expenses of all experts and consultants. The provisions of this paragraph shall survive the Closing and the delivery of the Deed or the termination of this Agreement.

18. DISCLOSURES.

(a) THE BUYER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FORINFORMATION.

(b) THE BUYER HEREBY WARRANTS THAT THE AGENTS OR EMPLOYEES OF THE SELLER AND ITS AFFILIATES HAVE MADE NO ORAL OR WRITTEN REPRESENTATIONS THAT THE BUYER WOULD DERIVE ECONOMIC BENEFITS OR EXPECTATIONS OF PROFITS FROM APPRECIATION IN PROPERTY VALUE, OR PROFITS TO BE DERIVED FROM THE ENTREPRENEURIAL OR MANAGERIAL EFFORTS OF THE SELLER, SELLER'S AGENTS OR THIRD PARTIES DESIGNATED OR ARRANGED FOR BY THE SELLER FOR RENTAL MANAGEMENT, OR OTHER FINANCIAL RETURNS FROM THE BUYER'S INVESTMENT.

(c) BUYER SHOULD RELY NOT UPON ANY REPRESENTATIONS OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT.

(d) **Radon Gas Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state**

guideline have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

19. EXCLUSIVITY

Seller agrees that during the entire Feasibility Period neither Seller, nor its officers, agents, employees, advisers or other representatives ("Seller's Representatives") will directly or indirectly commence or make any introductions with anyone other than the Buyer or a company which is a subsidiary or affiliate of the Buyer (or any of their officers, agents, employees, advisers or other representatives) in relation to fee title conveyance of the Property or any part of the Property. Nor shall Seller's Representatives seek, encourage or respond to any approach that might lead to negotiations in relation to the fee title conveyance of the Property with a third party nor supply or otherwise disclose any information about fee title conveyance of the Property to a third party that wishes, or may wish, to enter into negotiations in relation to fee title conveyance of the Property.

19. CONFIDENTIALITY

Buyer and its representatives shall hold in strictest confidence all data and information obtained with respect to Seller or their business, whether obtained before or after the execution and delivery of this Agreement which shall be used solely for the purposes of evaluating the proposed acquisition of the Property by Buyer, and shall not disclose the same to others; provided, however, that it is understood and agreed that Buyer may disclose such data and information to the employees, lenders, investors, partners, bankers, brokers, professionals, consultants, accountants and attorneys of Buyer provided that such persons agree to treat such data and information confidentially.

Both before and after the Closing, any press release or other public disclosure of information with respect to the sale contemplated herein or any matters set forth in this Agreement, including but not limited to the identity of Buyer, the principals of Buyer or any other individual related to Buyer or involved in the transaction, made or released by or on behalf of Seller shall be subject to Buyer's prior written approval, in Buyer's sole discretion. In the event of a breach or threatened breach by Seller or its agents or representatives of this Section 19, Buyer shall be entitled to an injunction restraining Seller or its agents or representatives from disclosing, in whole or in part, such confidential information. Nothing herein shall be construed as prohibiting Buyer from pursuing any other available remedy at law or in equity for such breach or threatened breach. The provisions of this Section 19 shall survive the Closing or any termination of this Agreement.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

(*Signatures on the Following*)

BUYER:

CITY OF ATLANTIC BEACH, FLORIDA, a municipal corporation

By:_____
Name:_____
Title:_____
Date: _____

Attest:

_____
Donna Bartle, City Clerk

SELLER:

HOOSE HOMES AND INVESTMENTS, LLC., a Florida limited liability company

By:
By:_____
Name:_____
Title:_____
Date: _____

JOINDER BY THE ESCROW AGENT

By its execution hereof, the Escrow Agent hereby (i) covenants and agrees to hold the Deposit in accordance with the above provisions and the provisions of the Escrow Agreement executed by Escrow Agent, Seller and Buyer, and (ii) acknowledges receipt of a copy of the Purchase and Sale Agreement to which this Joinder is attached.

By:_____
Name:_____
Its:_____

Exhibit List:

Exhibit A – Description of the Property
Exhibit B – Form of Escrow Agreement
Exhibit C – Deed
Exhibit D – List of Due Diligence Materials
Exhibit E – Form of Bill of Sale and General Assignment

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT B

ESCROW AGREEMENT

Escrow Agreement

THIS ESCROW AGREEMENT (this "Escrow Agreement") is made and entered into on this___day of_____, 2023, **HOOSE HOMES AND INVESTMENTS, LLC.,** a Florida limited liability company **whose address is 7563 Philips Highway Suite 111** ("**Seller**") and **CITY OF ATLANTIC BEACH, FLORIDA, whose address is 800 Seminole Road, Atlantic Beach, FL** (or its assigns) ("**Buyer**"), (Seller and Buyer are collectively referred to as' "Principal(s)"), and **McKillop Law Firm, PL** ("Escrow Agent").

WHEREAS, Principals have entered into that certain Purchase Agreement dated the ____day of_____2023 (the "Agreement"). Unless otherwise defined herein, all capitalized terms used in this Escrow Agreement shall have the meanings assigned to the same in the Agreement.

WHEREAS, Principals desire that Escrow Agent hold the Escrow Deposit, as defined in the Agreement in escrow, subject to the conditions precedent set forth in the Agreement.

WHEREAS, the terms and obligations governing the Escrow Deposit shall be applied as applicable to each deposit per the requirements for each deposit as set forth in the Agreement and shall in no way require disbursement of either deposit to Escrow Agent or Seller prior to the applicable conditions precedent set forth in the Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth and other good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Escrow**
   (a) Escrow Agent agrees to hold the Escrow Deposit in escrow, if in or converted to cash, subject to the terms and conditions contained in this Escrow Agreement and the Agreement.
   (b) Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actual knowledge of such matter or thing, and Escrow Agent shall not be charged with any constructive notice or knowledge whatsoever.
   (c) In the event instructions from Principal(s) would require Escrow Agent to expend any monies or to incur any cost, Escrow Agent shall be entitled to refrain from

taking any action until it receives payment for such costs from the Principal(s).

2. Release of Deposit

(a) Escrow Agent agrees to release the Escrow Deposit in accordance with the terms and conditions set forth in this Escrow Agreement and the Agreement. Escrow Agent shall be required to obtain the consent of both parties to release the Escrow Deposit, provided, however, (i) if Escrow Agent is releasing the Escrow Deposit to Seller as a result of the termination of the Agreement by Buyer after the Feasibility Period or as a failure of Buyer to meet its conditions to close and Seller is not in default under the Purchase and Sale Agreement between Buyer and Seller, then Escrow Agent is not required to obtain the consent of Buyer to release the Escrow Deposit to Buyer and (ii) if Escrow Agent is releasing the Escrow Deposit as a result of Closing, then Escrow Agent is not required to obtain the consent of Buyer to release the Escrow Deposit to Seller.

(b) In the event Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any Principal(s) with respect to the Escrow Deposit or any other sums or things which may be held hereunder, which, in its sole opinion, are in conflict with any provisions of this Escrow Agreement and/or the Agreement, if any, Escrow Agent shall be entitled to refrain from taking any action until it shall be directed otherwise in writing by all Principal(s) and said third persons, if any, or by a final order or judgment of a court of competent jurisdiction.

(c) If all or any portion of the Escrow Deposit delivered to Escrow Agent is in the form of a check or in any form other than cash, Escrow Agent shall deposit the same as required but shall not be liable for the nonpayment thereof nor responsible to enforce collection thereof. If such check or other instrument other than cash representing the Escrow Deposit is returned to Escrow Agent unpaid, Escrow Agent shall notify the applicable Principal(s) for further instructions.

(d) Escrow Agent shall deposit the Escrow Deposit, as applicable, if in or converted to cash. The account in which either is deposited shall be with a banking institution selected by Escrow Agent in an account insured by the Federal Deposit Insurance Corporation. The Escrow Agent shall have no liability or responsibility to any party regarding the financial failure or bankruptcy of such institution; provided, however, that such institution is a banking institution duly licensed under the federal or state banking laws.

3. Liability of Escrow Agent

(a) Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow

Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it; nor as to the identity, authority, or rights of any person executing the same and shall otherwise not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence.

(b) It is agreed that the duties of Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Escrow Deposit and for the disposition of same in accordance with this Escrow Agreement and any costs, expenses or fees incurred by the Escrow Agent in the performance of these duties shall be borne equally by the Principals. Each Principal hereby agrees to indemnify, defend and hold Escrow Agent harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or changes of any character or nature (including, without limitation, attorneys' fees, paralegals' fees and costs incurred in all trial and appellate proceedings or otherwise if no litigation is instituted) which it may incur or with which it may be threatened directly or indirectly arising from or in any way connected with this Escrow Agreement, whether or not such claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings arise from or are in any way connected with any negligence of Escrow Agent. Notwithstanding anything in this subparagraph 3(b) to the contrary, in no event shall Escrow Agent be absolved from any liability arising from Escrow Agent's gross negligence or willful misconduct.

4. Disputes

(a) This Escrow Agreement shall remain in effect unless and until it is canceled in any of the following manners:

(i) In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrow Deposit Escrow Agent shall, at its option, either: (1) tender the Escrow Deposit to the registry of the appropriate court; or (2) disburse the Escrow Deposit in accordance with the court's ultimate disposition of the case, and Principal(s) hereby, jointly and severally, indemnify, defend and hold Escrow Agent harmless from and against any damages or losses in connection therewith including, but not limited to, attorneys' and paralegals' fees and court costs at all trial and appellate levels, except to the extent caused by Escrow Agent's gross negligence or willful misconduct.

(ii) In the event Escrow Agent tenders the Escrow Deposit to the registry of an appropriate court and files an action of interpleader naming the Principal(s) and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith and Principal(s) hereby, jointly and severally, indemnify, defend and hold Escrow Agent harmless from and against any damages or losses arising in connection therewith, including, but not limited to, all costs and expenses incurred by Escrow Agent in connection with

the filing of such action, including, but not limited to, attorneys' and paralegals' fees and court costs at all trial and appellate levels, except to the extent caused by Escrow Agent's gross negligence or willful misconduct.

5. Terms of Agreement

(a) This Escrow Agreement shall remain in effect unless and until it is canceled in any of the following manners:

(i) Upon written notice given by all Principal(s) of cancellation of designation of Escrow Agent to act and serve in said capacity, in which event cancellation shall take effect no earlier than twenty (20) days after notice to Escrow Agent of such cancellation; or

(ii) Escrow Agent may resign as escrow agent at any time upon giving notice to Principal(s) of its desire to so resign; provided, however, that resignation of Escrow Agent shall take effect no earlier than twenty (20) days after the giving of notice of resignation; or

(iii) Upon compliance with all escrow provisions as set forth in this Escrow Agreement.

(b) In the event Principal(s) fail to agree to a successor escrow agent within the period described hereinabove, Escrow Agent shall have the right to deposit the Escrow Deposit, as is applicable, into the registry of an appropriate court and request judicial determination of the rights between Principal(s), by interpleader or other appropriate action, and Principal(s) hereby, jointly and severally, indemnify, defend and hold Escrow Agent harmless from and against any damages or losses in connection therewith including, but not limited to, reasonable attorneys' and paralegals' fees and court costs at all trial and appellate levels.

(c) Upon termination of the duties of Escrow Agent in either manner set forth in Paragraph 5(a)(i) or Paragraph 5(a)(ii) above, Escrow Agent shall deliver the Escrow Deposit to the newly appointed escrow agent designated by the Principal(s), and, except for rights of Escrow Agent specified in Paragraph 3(b) above, Escrow Agent shall not otherwise have the right to withhold the Escrow Deposit from said newly appointed escrow agent.

(d) Escrow Agent shall not be bound by any modification, cancellation or rescission of this Escrow Agreement unless in writing and signed by all Principal(s) and Escrow Agent. In no event shall any modification of this Escrow Agreement, which shall affect the rights or duties of Escrow Agent, be binding on Escrow Agent unless it shall have given its prior written consent.

6. Notices

All notices, certificates, requests, demands, materials and other communications hereunder shall be in writing and deemed to have been duly given: (1) upon delivery by hand to the appropriate address of each Principal or Escrow Agent as set forth in this Escrow Agreement or in the

Agreement, if any; or (2) upon receipt if mailed by United States registered or certified mail, return receipt requested, postage prepaid to such address or (3) upon delivery by electronic mail id's listed elsewhere in this agreement. All notices to Escrow Agent shall be addressed to the attorneys signing on behalf of Escrow Agent at the following address:

Escrow Agent: **McKillop Law Firm, PL**
Email: ian@mckilloplawfirm.com

7. Choice of Law and Venue

This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this Escrow Agreement, the parties hereto hereby designate Duval County, Florida, as the proper jurisdiction and the venue in which same is to be instituted.

8. Cumulative Rights

Except as limited herein, no right, power or remedy conferred upon Escrow Agent by this Escrow Agreement is exclusive of any other right, power or remedy. All such rights, powers and/or remedies shall be cumulative and concurrent and shall be in addition to any other right, power or remedy Escrow Agent may have under the Escrow Agreement or now or hereafter existing at law, in equity or by statute, and the exercise of one right, power or remedy by Escrow Agent shall not be construed or considered as a waiver of any other right, power or remedy.

9. Binding Agreement

This Escrow Agreement shall be binding upon the Principal(s) and Escrow Agent and their respective successors and assigns. This Escrow Agreement may be executed in counterparts, all of which counterparts shall be deemed to be a single document. Signature pages received by facsimile transmission shall be deemed to be an original document.

10. Entire Agreement

The Agreement and this Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other written or oral agreements, documents, memoranda, understandings or otherwise between the parties relating to the subject matter hereof. In the event of any conflict between the Agreement and this Escrow Agreement, the terms and provisions of this Escrow Agreement shall control.

11. WAIVER OF JURY TRIAL

THE PRINCIPAL(S) EACH HEREBY MUTUALLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF OR UNDER OR IN CONNECTION WITH THIS ESCROW AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS ESCROW AGREEMENT.

BUYER:

HOOSE HOMES AND INVESTMENTS, LLC., a Florida limited liability company

By:_____
Name:_____
Title:_____
Date: _____

SELLER:

CITY OF ATLANTIC BEACH, FLORIDA, a municipal corporation

By:_____
Name:_____
Title:_____
Date: _____

Attest:

_____
Donna Bartle, City Clerk

ESCROW AGENT:

McKillop Law Firm, PL,

By: _____
Name:_____
Title:_____
Date:_____

EXHIBIT C

DEED

PREPARED BY:

_____
_____
_____
_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed as of the _____ day of _____, 2023, by_____, a _____ ("Grantors"), whose address is _____ to _____, a _____ ("Grantee"), whose address is_____ _____.

WITNESSETH:

That in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby grant, bargain, sell, convey and confirm to Grantee and its successors and assigns, all of the real property in Duval County, Florida, more particularly described on **Exhibit A** attached hereto and made a part of this Deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to the restrictions, easements, agreements, reservations and other matters set forth on **Exhibit B** attached hereto and made a part hereof and other matters of record (the "Permitted Exceptions").

TO HAVE AND TO HOLD the same in fee simple forever.

Grantors hereby covenant with Grantee that the Property is free from all encumbrances placed on the Property by Grantors (except for the Permitted Exceptions) and that Grantors will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantors (except claims made pursuant to the Permitted Exceptions) but against none other.

[Signature blocks, notary blocks, Exhibit A and Exhibit B to be added to document to be executed by the parties at the Closing]

EXHIBIT D

DUE DILIGENCE MATERIALS

DOCUMENTS REQUESTED

All title commitment, policies and related instruments
All surveys
All land records
Current Service Contracts
All environmental and geotechnical reports of the Property

EXHIBIT E

FORM OF BILL OF SALE AND GENERAL ASSIGNMENT

_____ ___, 202__

KNOW ALL PEOPLE BY THESE PRESENTS, that, **HOOSE HOMES AND INVESTMENTS, LLC.,** a Florida limited liability company **("Seller")**, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) lawful money of the United States, and other good and valuable consideration to Seller in hand paid, at or before the ensealing and delivery of these presents, by **CITY OF ATLANTIC BEACH, FLORIDA.,** a municipal corporation **("Buyer"),** the receipt and sufficiency of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, set over, transfer, assign and deliver unto the Buyer, its successors and assigns, the following:

(a) All of Seller's right, title and interest in and to all fixtures and equipment attached to or located on and used in connection with the operation of the parcel of land attached hereto (the "Land") and the buildings and improvements erected thereon (the foregoing, collectively with the Land is herein, the "Premises"), including all fixtures, appliances, furniture, furnishings, equipment, machinery, signage and lighting systems ((including all communication related equipment integral to the operation of the Premises or utilized as an amenity in the Premises), plumbing, air conditioning, heating ventilating, mechanical, electrical and other utility systems, parking and all related amenities, window coverings, shades, screens, awnings, shutters, hot water heaters, appliances, carpeting and other coverings, mantels, fences, gates, trees, shrubs, if any, owned by Seller and installed, located or situated on or used in connection with the operation and maintenance of the Premises, which is being conveyed simultaneously with the conveyance by Seller to Buyer of all its right, title and interest in and to the Premises by a Deed of even date herewith;

(b) All of Seller's right, title and interest in and to all those permits, licenses, certificates, approvals, authorizations, variances and consents (including any and all presently pending applications therefor) affecting the Land and the buildings and improvements thereon issued to Seller or to its predecessors in interest in the Premises as holder, claimant, licensee, successor in interest, applicant and/or owner or lessor of the Premises, by any and all federal, state, county, municipal and local governments, and all departments, commissions, boards, bureaus and offices thereof, having or claiming jurisdiction over the Premises, whether or not the same may presently be in full force and effect, all to the extent that Seller may lawfully transfer the same to Buyer;

(c) all of Seller's right, title and interest in and to all intangible assets relating to the Premises, including all of Seller's right, title and interest, if any, in (a) all licenses, permits and approvals relating to the Premises, (b) the right to use the name of the Premises, if any, in connection with the Premises; and all logos and tradenames relating to the Premises, and (c) all contract rights, (d) all plans and specifications relating to the Premises.

(d) All of Seller's right, title and interest in and to all unexpired warranties and guaranties affecting the Premises, all to the extent that Seller may lawfully transfer the same to Buyer (it being agreed that nothing in this Section (d) shall be construed to affect Seller' rights under such warranties and guaranties with respect to periods prior to the date hereof); and

(e) All of Seller's right, title and interest in and to all appraisals, surveys, architectural and/or engineering renderings, plans and specifications, soils and other geological reports and studies, and all other reports, studies and other information relating in any way to development and/or use of the Premises.

(f) All of Seller's right, title and interest in and to any and all subsurface and/or other mineral rights for the Premises.

To have and to hold the same unto Buyer, its successors and assigns forever.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, this Bill of Sale has been duly signed and sealed by the Seller as of the date first set forth above.

BUYER:

CITY OF ATLANTIC BEACH, FLORIDA, a municipal corporation

By:_____
Name:_____
Title:_____
Date: _____

Attest:

_____
Donna Bartle, City Clerk

SELLER:

HOOSE HOMES AND INVESTMENTS, LLC, a Florida limited liability company

By:_____
Name:_____
Title:_____
Date: _____

Exhibit A
"Land"

CITY OF ATLANTIC BEACH
CITY COMMISSION MEETING
STAFF REPORT

AGENDA ITEM: Resolution No 23-27 establishing the proposed millage rate; acknowledging the current year rolled-back rate; and setting the date, time and place for the first and second public hearings to consider the proposed Fiscal Year 2023-24 millage rate and budget.

SUBMITTED BY: Kevin Hogencamp, Deputy City Manager, and Brittany Percell, Director of Finance

TODAY'S DATE: July 18, 2023

MEETING DATE: July 24, 2023

BACKGROUND: On June 23, 2023, the Property Appraiser of Duval County served upon the City of Atlantic Beach a "Certification of Taxable Value" certifying to the City of Atlantic Beach its 2023 taxable value. The provisions of Florida Statutes Section 200.065 require that within 35 days of service of the Certification of Taxable Value upon a municipality, said municipality shall be required to furnish to the Property Appraiser the proposed millage rate, the current year rolled-back rate, and the date, time and place at which a first public hearing will be held to consider the proposed millage and tentative budget.

Resolution No. 23-27:

- Establishes a proposed millage rate of 3.1035 mills, which is $3.1035 per $1,000 of assessed property, within the City of Atlantic Bach, to fund the General Fund Operating Budget.
- Acknowledges the current year rolled back rate, computed pursuant to Section 200.065 F.S., is 2.8410 mills, which is $2.8410 per $1,000 of assessed property, within the City of Atlantic Beach.
- Sets the City Commission's 6:30 p.m. September 11 and September 25, 2023, meetings in the Commission Chamber of City Hall, 800 Seminole Road, Atlantic Beach, Florida 32233, as the dates, time and place for the first and second Public Hearings, respectively, to consider the proposed Fiscal Year 2023-24 millage rate and budget.
- Authorizes the City Manager to execute and submit DR-420 Certification of Taxable Value, and DR-420MM-P Maximum Millage Levy Calculation Preliminary Disclosure to the Duval County Property Appraiser's Office.

BUDGET: None

RECOMMENDATION: Commission review and vote on Resolution No. 23-27

ATTACHMENTS: Resolution No. 23-27
DR-420 Certification of Taxable Value Form
DR-420MM-P Maximum Millage Levy Calculation Preliminary Disclosure Form

REVIEWED BY CITY MANAGER: 

RESOLUTION NO. 23-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, ESTABLISHING THE PROPOSED MILLAGE RATE, THE CURRENT YEAR ROLLED-BACK RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC HEARINGS TO CONSIDER THE PROPOSED FISCAL YEAR 2023-24 MILLAGE RATE AND BUDGET AS REQUIRED BY LAW; DIRECTING THE CITY MANAGER TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF DUVAL COUNTY PURSUANT TO REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 23, 2023, the Property Appraiser of Duval County, Florida, served upon the City of Atlantic Beach, a "Certification of Taxable Value" certifying to the City of Atlantic Beach its 2023 taxable value; and

WHEREAS, the provisions of Florida Statutes Section 200.065 require that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall be required to furnish to the Property Appraiser the proposed millage rate, the current year rolled-back rate, and the date, time and place at which a first public hearing will be held to consider the proposed millage and tentative budget; and

WHEREAS, the City Commission of the City of Atlantic Beach has reviewed figures supplied by Property Appraiser of Duval County, conferred at a meeting, and desires to announce the dates of the first and second public hearings to the Property Appraiser of Duval County.

NOW, THEREFORE, be it resolved by the City Commission of the City of Atlantic Beach as follows:

Section 1. The City Commission hereby establishes a proposed millage rate of 3.1035 mills, which is $3.1035 per $1,000 of assessed property, within the City of Atlantic Bach, to fund the General Fund Operating Budget.

Section 2. The current year rolled back rate, computed pursuant to Section 200.065 F.S., is 2.8410 mills, which is $2.8410 per $1,000 of assessed property, within the City of Atlantic Beach.

Section 3. The City Commission hereby sets its 6:30 p.m. September 11 and September 25, 2023, meetings in the Commission Chamber of City Hall, 800 Seminole Road, Atlantic Beach, Florida 32233, as the dates, time and place for the first and second Public Hearings, respectively, to consider the proposed Fiscal Year 2023-24 millage rate and budget.

Section 4. The City Manager of the City of Atlantic Beach, Florida, is hereby authorized to execute and submit DR-420 Certification of Taxable Value, and DR-420MM-P Maximum Millage Levy Calculation Preliminary Disclosure to the Duval County Property Appraiser's Office.

Section 5. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall become effective upon passage an adoption.

PASSED AND ADOPTED by the City Commission of the City of Atlantic Beach, this 24th day of July, 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

FLORIDA

CERTIFICATION OF TAXABLE VALUE

Reset Form | Print Form

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2023	County : DUVAL
Principal Authority : CITY OF ATLANTIC BEACH	Taxing Authority : CITY OF ATLANTIC BEACH

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 2,599,642,470			(1)
2.	Current year taxable value of personal property for operating purposes	$ 45,677,501			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 0			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 2,645,319,971			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 21,481,184			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 2,623,838,787			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 2,401,914,148			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES	☑ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/23/2023 10:56 AM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	3.1035	per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 7,454,341		(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 0		(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 7,454,341		(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 0		(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 2,623,838,787		(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	2.8410	per $1000	(16)
17.	Current year proposed operating millage rate	3.1035	per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 8,209,751		(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☑ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☑ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$	7,454,341	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	2.8410	per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$	7,515,354	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$	8,209,751	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	3.1035	per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*		9.24 %	(27)

First public budget hearing	Date :	Time :	Place :

SIGN HERE

Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
Signature of Chief Administrative Officer :		Date :
Title : JOE GERRITY, CITY MANAGER	Contact Name and Contact Title : JOE GERRITY, CITY MANAGER	
Mailing Address : 800 SEMINOLE RD	Physical Address : 800 SEMINOLE RD	
City, State, Zip : ATLANTIC BEACH, FL 32233	Phone Number : 9042475817	Fax Number : 9042475819

Instructions on page 3

FLORIDA

Reset Form | Print Form

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: **2023**	County: DUVAL
Principal Authority : CITY OF ATLANTIC BEACH	Taxing Authority: CITY OF ATLANTIC BEACH

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☐ No	(1)

IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	0.0000	per $1,000	(2)
3.	Prior year maximum millage rate with a majority vote from ***2022*** Form DR-420MM, Line 13	0.0000	per $1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	0.0000	per $1,000	(4)

If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.

Adjust rolled-back rate based on prior year majority-vote maximum millage rate

5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$	0	(5)
6.	Prior year maximum ad valorem proceeds with majority vote ***(Line 3 multiplied by Line 5 divided by 1,000)***	$	0	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$	0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote ***(Line 6 minus Line 7)***	$	0	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$	0	(9)
10.	Adjusted current year rolled-back rate ***(Line 8 divided by Line 9, multiplied by 1,000)***	0.0000	per $1,000	(10)

Calculate maximum millage levy

11.	Rolled-back rate to be used for maximum millage levy calculation ***(Enter Line 10 if adjusted or else enter Line 2)***	0.0000	per $1,000	(11)
12.	Adjustment for change in per capita Florida personal income ***(See Line 12 Instructions)***		**1.0284**	(12)
13.	Majority vote maximum millage rate allowed ***(Line 11 multiplied by Line 12)***	0.0000	per $1,000	(13)
14.	Two-thirds vote maximum millage rate allowed ***(Multiply Line 13 by 1.10)***	0.0000	per $1,000	(14)
15.	Current year proposed millage rate	0.0000	per $1,000	(15)
16.	**Minimum vote required to levy proposed millage:** (Check one)			(16)

☐ a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. ***Enter Line 13 on Line 17.***

☐ b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. ***Enter Line 15 on Line 17.***

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***

☐ d. Referendum: The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***

17.	The selection on Line 16 allows a maximum millage rate of ***(Enter rate indicated by choice on Line 16)***	0.0000	per $1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$	0	(18)

Continued on page 2

Taxing Authority : CITY OF ATLANTIC BEACH			DR-420MM-P R. 5/12 Page 2
19.	Current year proposed taxes *(Line 15 multiplied by Line 18, divided by 1,000)*	$ 0	(19)
20.	Total taxes levied at the maximum millage rate *(Line 17 multiplied by Line 18, divided by 1,000)*	$ 0	(20)
	DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP ***STOP HERE. SIGN AND SUBMIT.***		
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage . *(The sum of all Lines 19 from each district's Form DR-420MM-P)*	$ 0	(21)
22.	Total current year proposed taxes *(Line 19 plus Line 21)*	$ 0	(22)
	Total Maximum Taxes		
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage *(The sum of all Lines 20 from each district's Form DR-420MM-P)*	$ 0	(23)
24.	Total taxes at maximum millage rate *(Line 20 plus Line 23)*	$ 0	(24)
	Total Maximum Versus Total Taxes Levied		
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☐ YES ☐ NO	(25)

SIGN HERE	**Taxing Authority Certification**	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :	Date :	
	Title : JOE GERRITY, CITY MANAGER	Contact Name and Contact Title : JOE GERRITY, CITY MANAGER	
	Mailing Address : 800 SEMINOLE RD	Physical Address : 800 SEMINOLE RD	
	City, State, Zip : ATLANTIC BEACH, FL 32233	Phone Number : 9042475817	Fax Number : 9042475819

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

Instructions on page 3