



AGENDA
Regular City Council Meeting
Monday, March 2, 2020, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS
3. APPROVAL OF MINUTES
 - A. **February 3, 2020, Regular City Council Meeting**
February 18, 2020, Workshop City Council Meeting
4. COMMUNICATION / CORRESPONDENCE / REPORTS

• Mayor	• City Attorney
• City Council	• City Clerk
• City Manager	• Departmental Reports
5. COMMENTS FROM THE PUBLIC
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES
 - A. ORDINANCE NO. 2020-01, CHAPTER 27, UNIFIED LAND DEVELOPMENT REGULATIONS, ARTICLE IV, LAND USE, SECTION 27-245, TEMPORARY MORATORIUM EXTENSION, SECTION 27-245, FIRST READ AND PUBLIC HEARING:
An Ordinance of the City of Neptune Beach, Florida, To Extend a Temporary Moratorium to Prohibit the Acceptance or Processing of Any Application for a Special Exception Permit, Development Order, or any other Official Action of the City Having the Effect of Permitting or Allowing for the Application of a Planned Unit Development as set forth in Chapter 27, Unified Land Development Regulations, Section 27-244, Planned Unit Development, and Section 27-245, Temporary Moratorium; and Providing an Effective Date
9. OLD BUSINESS / NONE
10. NEW BUSINESS
 - A. Professional Services Agreement between City of Neptune Beach and RTA Consulting, Inc.
 - B. Waiver of Procurement Policy to Purchase Vehicle for Pay for Parking Program
 - C. Closed Point of Dispensing (POD) Memorandum of Agreement with Duval County Health Department
11. COUNCIL COMMENTS

12. ADJOURN



MINUTES
REGULAR CITY COUNCIL MEETING
MONDAY, FEBRUARY 3, 2020, 6:00 P.M.
NEPTUNE BEACH CITY HALL, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA

Pursuant to proper notice a Regular Meeting of the City Council of the City of Neptune Beach was held on Monday, February 3, 2020, at 6:00 p.m. in the Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida

Attendance:	IN ATTENDANCE: Mayor Elaine Brown Vice Mayor Fred Jones Councilor Kerry Chin Councilor Scott Wiley Councilor Josh Messinger	STAFF: City Manager Stefen Wynn City Attorney Zachary Roth Police Chief Richard Pike Finance Director Peter Kajokas Public Works Director Leon Smith Community Development Director Kristina Wright City Clerk Catherine Ponson
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Call to Order/Roll Call	Mayor Brown called the meeting to order at 6:00 p.m. and Councilor Chin led the Pledge of Allegiance.
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APPROVAL OF MINUTES

Minutes	Made by Messinger, seconded by Jones.
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MOTION: TO APPROVE THE FOLLOWING MINUTES, AS AMENDED:

January 6, 2020, Regular City Council Meeting
January 9, 2020, City Council/Dover, Kohl & Partners Meeting
January 9, 2020, Community Vision Kickoff Presentation
January 21, 2020, Workshop City Council Meeting

Roll Call Vote:

Ayes: 5-Chin, Messinger, Wiley, Jones, and Brown.

Noes: 0

MOTION CARRIED

COMMUNICATIONS AND CORRESPONDENCE

CITY MANAGER REPORT

City Manager Report	City Manager Wynn reported the following: • He would approve Supplemental Agreement 6 for Task Order #3 for Jarboe Park in the amount of \$8,352.00 and this should bring the engineering plans for Phase 1 to 100% completion.
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- The Land Use and Parks Committee would meet on February 13, 2020 at 12:00 p.m. to present and review the plans for Jarboe Park Phase 1;
- The enforcement for paid parking is close to implementation;
- The DONNA Run Weekend is set for February 7-9, 2020. He reviewed the road closures and reminded everyone that the Beaches Town Center businesses would be open throughout the entire weekend.

Mayor Brown announced that the Beaches Watch 2020 State of the Beaches meeting would be held on Wednesday, February 5, 2020, at 7:00 p.m., at the Beaches Branch Library, 600 3rd Street, Neptune Beach.

City Attorney
Report

City Attorney Zachary Roth reported that there were legislative bills being considered that would impact Neptune Beach. He reviewed some of the bills, including those regarding short-term rentals, growth management (which would affect the Comprehensive Plan), fiscal transparency, pedestrian safety, building design, electric bicycles, resiliency, sovereign immunity, gifts to government employees, professional services procurement, the Bert Harris Act, smoking in public parks and communications service tax.

Councilor Wiley stated that all of these bills are important and there are also other bills that could affect Neptune Beach. He added that some of the proposed bills were introduced before and are now being presented as amended.

Councilor Messinger proposed drafting a letter from the Council as a whole informing the Duval delegation where the City stands on these issues.

PUBLIC COMMENTS

Public Comment

Mike Disch, 118 Magnolia Street, Neptune Beach, spoke regarding a construction project occurring behind his property. The project is expanding the structure of rental property. He questioned the ordinance that was passed that would allow this type of construction to take place and if that was the intention.

Sharon Jachem, 1716 Strand Street, Neptune Beach, spoke regarding restoring the plans to bring natural gas to Neptune Beach.

Ginny Thurson, 1200 7th Street, Neptune Beach, spoke regarding parking along Florida Boulevard where the East Coast Greenway Trail is located.

COUNCIL COMMENTS

Councilor Chin commented he had attended the Dig Local meeting at the Beaches Branch Library and the organization is looking for ideas and participation in the upcoming Earth Day event on Saturday, April 18, 2020. He added that they also expressed an interest in a Kids Zone during the event that the City could take part in.

Adjournment

There being no further business, the meeting adjourned at 6:42 p.m.

Elaine Brown, Mayor

Attest:

Catherine Ponson, CMC

City Clerk

Approved: _____



MINUTES
WORKSHOP CITY COUNCIL MEETING
TUESDAY, FEBRUARY 18, 2020, 5:00 P.M.
NEPTUNE BEACH CITY HALL, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA

Pursuant to proper notice a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Tuesday, February 18, 2020, at 5:00 p.m., in the Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida

Attendance	IN ATTENDANCE: Mayor Elaine Brown Vice Mayor Fred Jones Councilor Kerry Chin Councilor Josh Messinger(<i>absent</i>) Councilor Scott Wiley	STAFF: City Manager Stefen Wynn City Attorney Zachary Roth Police Chief Richard Pike Finance Director Peter Kajokas City Clerk Catherine Ponson
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Call to Order	Mayor called the workshop meeting to order at 5:00 p.m. and led the Pledge of Allegiance.
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CITY MANAGER REPORT

City Manager Report	City Manager Stefen Wynn reported the following: • He reviewed the Land Use and Parks Committee meeting that met on Thursday, February 13, 2020. Funding and phasing would need to be finalized through the Finance Committee and Strategic Planning Committee.
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Councilor Chin suggested having a Frequently Asked Questions page on the City website to help answer any questions that citizens may have regarding current City issues and projects.

COMMITTEE REPORTS

Strategic Planning/ Transportation	Vice Mayor Jones reported the Strategic Planning Committee would be used as a vehicle to update everyone on the Community Vision Plan. He also stated that this committee would also discuss the phasing and implementation of Jarboe Park. The Transportation Committee would begin prioritizing some short-term improvements. The next meeting is scheduled for Wednesday, February 26, 2020.
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Mayor Brown cautioned to not delay the Jarboe Park project and to begin moving forward.

Finance/Boards/ Charter Review	Committee Chairman Wiley reported his committee met on Wednesday, February 12, 2020. The Finance Committee discussed the lease and location of the Senior Center, renewal of City contracts and there was a grant update.
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PUBLIC COMMENTSPublic
Comment

Debbie Tschannen, 1812 Third Street, Neptune Beach, spoke regarding hedges obstructing the line of sight for motorized vehicles leaving driveways. She questioned what had happened that she has been given a notice of violation.

JoAnn Wallace, Beaches Green Market, 301 Florida Boulevard, Neptune Beach, questioned what would happen to the Beaches Green Market during the Jarboe Park improvement project.

ISSUE DEVELOPMENTBeaches Earth
Day 2020

Beaches Earth Day 2020 Event. JoAnn Wallace, with Dig Local Network, thanked the Council for inviting her to speak and announced that the 2nd Annual Beaches Earth Day Event would be held in Jarboe Park on Saturday, April 18, 2020, from 10 a.m. to 5:00 p.m. This is the 50th anniversary of Earth Day. She stated that a layout of the event had been provided to Council. She commented that they had permission to use parking at Beaches Chapel and due to an event in Atlantic Beach, there would be a shuttle to reduce traffic.

Mr. Wynn reported that the organizers had put together an event that makes sense and should be easy to police.

Councilor Chin commented he had communicated with Atlantic Beach and they are interested in the three beach cities partnering and having an informational booth at the event. The booth could be informational regarding the LEED certification for Atlantic Beach and Neptune Beach's use of solar power at City Hall.

CONSENSUS: **TO AUTHORIZE CITY MANAGER TO APPROVE THE BEACHES EARTH DAY EVENT SCHEDULED FOR SATURDAY, APRIL 18, 2020 IN JARBOE PARK**

Mosquito
Control

City of Jacksonville Mosquito Control Division Request. Mayor Brown stated that the City of Neptune Beach has received the annual request from the City of Jacksonville to aerial spray for mosquitos. She added that in the past citizens had been sprayed while outside. The City has previously denied the request for aerial spraying but to continue the ground spraying. Mr. Wynn recommended denying the aerial application.

Mr. Roth reported that the Environmental Protection Agency is still conducting a study regarding the danger of what is used in the spray.

CONSENSUS: **TO AUTHORIZE CITY MANAGER TO DRAFT A LETTER DENYING THE CITY OF JACKSONVILLE PERMISSION TO OPERATE AERIAL APPLICATIONS FOR MOSQUITO CONTROL**

CONTRACTS / AGREEMENTSParking
Consultant
Agreement

Professional Services Agreement between City of Neptune Beach and Mark Rimmer, Director of RTA Consulting, Inc. Mr. Wynn reported that the Professional Services Agreement with Mark Rimmer with RTA Consulting, Inc. comes to its natural completion on March 4, 2020. He recommended extending the agreement for one year with a five-month review with a 30-day notice to terminate. He added that the City plans to bring the parking program in-house.

Mr. Roth suggested drafting an amendment to the agreement which provides the changes.

CONSENSUS:**TO MOVE THE AGREEMENT WITH MARK RIMMER, RTA CONSULTING, INC. FORWARD WITH AMENDMENTS TO THE MARCH 2, 2020, REGULAR CITY COUNCIL MEETING****COUNCIL COMMENTS**

Councilor Chin commented he would be proposing changes to the Sign Ordinance based on conflicts with Supreme Court decisions.

Vice Mayor Jones remarked that the City of Jacksonville is looking for guidance from the City of Neptune Beach regarding the intersection of Florida Boulevard and Penman Road.

Councilor Wiley commented that there have been recent gas leaks in the City. He questioned how this is happening and what can be done. Multiple businesses were affected.

Commander Michael Key stated from a law enforcement standpoint there were no violations as all regulations had been adhered to.

Mayor Brown requested a better way to follow up with speakers during public comment. The speakers often have questions and would like answers at that time.

Council suggested having a City staff member available to easily answer any questions and also track the comments and ensure any issues are addressed.

Adjournment

There being no further business, the workshop meeting adjourned at 5:58 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM: ORDINANCE NO. 2020-01, CHAPTER 27, UNIFIED LAND DEVELOPMENT REGULATIONS, ARTICLE IV, LAND USE, SECTION 27-245, TEMPORARY MORATORIUM EXTENSION, SECTION 27-245, FIRST READ AND PUBLIC HEARING: An Ordinance of the City of Neptune Beach, Florida, To Extend a Temporary Moratorium to Prohibit the Acceptance or Processing of Any Application for a Special Exception Permit, Development Order, or any other Official Action of the City Having the Effect of Permitting or Allowing for the Application of a Planned Unit Development as set forth in Chapter 27, Unified Land Development Regulations, Section 27-244, Planned Unit Development, and Section 27-245, Temporary Moratorium; and Providing an Effective Date

SUBMITTED BY: Councilor Kerry Chin and Councilor Josh Messinger

DATE: February 26, 2020

BACKGROUND: Ordinance No. 2019-03, adopted on March 4, 2019, enacted a temporary moratorium for one year on Planned Unit Developments in the City of Neptune Beach. The ordinance provided for the ability to extend the moratorium if necessary.

BUDGET: N/A

RECOMMENDATION: Consider Ordinance No. 2020-01 Extending the Temporary Moratorium on PUDs.

ATTACHMENT: 1. Ord. 2020-01 - Extension of PUD Moratorium

SPONSORED BY:

COUNCILOR CHIN

COUNCILOR MESSINGER



ORDINANCE NO. 2019-03
-20-01

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, ~~ENACTING TO EXTEND~~ A TEMPORARY MORATORIUM TO PROHIBIT THE ACCEPTANCE OR PROCESSING OF ANY APPLICATION FOR A SPECIAL EXCEPTION PERMIT, DEVELOPMENT ORDER, OR ANY OTHER OFFICIAL ACTION OF THE CITY HAVING THE EFFECT OF PERMITTING OR ALLOWING FOR THE APPLICATION OF A PLANNED UNIT DEVELOPMENT AS SET FORTH IN CHAPTER 27, UNIFIED LAND DEVELOPMENT REGULATIONS, SECTION 27-244 PLANNED UNIT DEVELOPMENT AND 27-245 TEMPORARY MORATORIUM; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TEMPORARY MORATORIUM TERM TO BE EXTENDED IF NECESSARY BY THE CITY COUNCIL; PROVIDING FOR EARLY TERMINATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes, the City of Neptune Beach possesses the powers to enact ordinances in order to protect the health, safety, and welfare of the City's citizens and residents; and

WHEREAS, the City Council of the City of Neptune Beach, Florida determines that it is in the best interest of its residents, businesses and visitors to enact sufficient land use regulations to ensure their health, safety and welfare; and

WHEREAS, the City is actively engaged in the process of evaluating revisions to its Comprehensive Plan and the Unified Land Development Code, including how planned unit developments are processed within the City and the City anticipates that such process will take additional time to complete; and

WHEREAS, to protect the public health, safety and welfare of its citizens, the City of Neptune Beach wants to review and discuss the Planned Unit Development code regulations and

WHEREAS, the City Council determines that it is in the best interest of its residents, businesses and visitors to enact sufficient regulations to protect the public health, safety and welfare; and

~~**WHEREAS**, a temporary moratorium on the processing of applications for, and the issuance of special exception permits, development permits, site plan approvals or any other official action of the City of Neptune Beach permitting or having the effect of allowing planned unit developments (PUD) within the City. It will allow time to review, study, hold public hearings, and prepare and adopt an amendment or amendments to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances; and~~

~~**WHEREAS**, proper notice has been given of the public hearing of this proposed ordinance and of a public hearing in the City Council Chambers; and~~

~~**WHEREAS**, the public hearings were held pursuant to the published notice described at which hearings the parties in interest and all others had an opportunity to be and were, in fact, heard; and~~

~~**WHEREAS**, the City Council for the City of Neptune Beach, Florida finds previously found and declares that this ordinance is a temporary moratorium regarding the City's consideration of any application for special exception permit, authorization or any other official action of the City having the effect of permitting or allowing the PUDs within the city limits was in the best interest of the public health, safety and welfare of the citizens and residents of the City of Neptune Beach, Florida and that it advances a significant and important governmental interest; and~~

~~**WHEREAS**, the City Council for the City of Neptune Beach, Florida previously adopted a temporary moratorium on the City's consideration of any application for special exception permit, authorization or any other official action of the City having the effect of permitting or allowing the PUDs within the city limits, may be accepted or processed or approved by the City, except as may be required by applicable law, in Ordinance No. 2019-03, with an effective date of March 4, 2019; and~~

~~**WHEREAS**, said temporary moratorium is scheduled to expire on March 4, 2020; and~~

~~**WHEREAS**, proper notice has been given of the public hearing of this proposed ordinance and of a public hearing in the City Council Chambers; and~~

~~**WHEREAS**, the public hearings were held pursuant to the published notice described at which hearings the parties in interest and all others had an opportunity to be and were, in fact, heard; and~~

~~**WHEREAS**, the City Council for the City of Neptune Beach, Florida finds and declares that an extension to the temporary moratorium regarding the City's consideration of any application for special exception permit, authorization or any other official action of the City having the effect of permitting or allowing the PUDs within the city limits is in the best interest of the public health, safety and welfare of the citizens and residents of the City of Neptune Beach, Florida, will permit the continued process of evaluation of the City's Comprehensive Plan and Unified Land Development Code, and will advance a significant and important governmental interest.~~

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA, THAT:

ARTICLE VI. – LAND USE

Sec. 27-245.

~~(a)~~ **Purpose.**

~~(1) The purpose of this ordinance is to enable the City of Neptune Beach sufficient time to review, hold public hearings and adopt an amendment or amendments to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances, relating to PUDs. The City will not accept any application or issue any permits authorizing the construction of PUDs, except as provided in this ordinance, or as may otherwise be required by applicable law.~~

~~(2) It is further the purpose of this Ordinance to fulfill the City's constitutional charge and statutory obligations to protect and preserve the public health, safety and welfare of the citizens of the City of Neptune Beach, regarding PUD regulations; and thus defer official government action until the City of Neptune Beach has properly held public hearings and adopted amendments to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances, as necessary.~~

~~(b)~~ **Imposition of Temporary Moratorium.**

~~(1) No application for special exception permit, authorization or any other official action of the City having the effect of permitting or allowing the PUDs within the city limits, may be accepted or processed or approved by the City, except as may be required by applicable law. To the extent such an application is submitted, the City staff is authorized to take action to deny such application during the term of this moratorium within such time frame as may be required by applicable law.~~

~~(2) No Zoning Compliance Permit may be issued by the City which would authorize the construction of a PUD.~~

~~(c)~~ **Term.**

The moratorium imposed by this ordinance is temporary and, unless dissolved earlier by the City, shall automatically dissolve in twelve (12) months after from the initial expiration date of March 4, 2020 as established by Ordinance No. 2019-03 ~~the effective date of this ordinance~~, unless extended in accordance with applicable law. This moratorium may be reasonably extended, if necessary, by ordinance of the City Council.

~~(d) — **Early Termination.**~~

~~The moratorium imposed by this ordinance may terminate prior to its twelve (12) month period upon the passage of ordinances regulating permitting or allowing the construction of PUDs provided:~~

~~(1) — Specific language terminating the moratorium is contained within said enacted ordinance; or by~~

~~(2) — Passage of another ordinance providing for termination by the City Council.~~

~~(e) — **Repeal of Laws in Conflict.**~~

~~All local laws and ordinances in conflict with any provision of this ordinance are hereby repealed to the extent of any conflict.~~

(f) Effective Date.

This ordinance shall take effect immediately upon passage after second reading/public hearing.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown	YES
Vice Mayor Fred Jones	YES
<u>Councilor Kerry Chin</u>	
Councilor Josh Messinger	YES
Councilor Scott Wiley	YES

Passed on First Reading this 19th day of ~~February~~March, 20~~19~~20.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown	YES
Vice Mayor Fred Jones	YES
Councilor Kerry Chin	YES
Councilor Josh Messinger	YES
Councilor Scott Wiley	YES

Passed on Second and Final Reading this 4th day of March, 20192020.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and contents

~~Patrick Krechowski~~Zachary Roth, City
Attorney

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**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM: Professional Services Agreement between City of Neptune Beach and RTA Consulting, Inc.

SUBMITTED BY: Stefem Wynn, City Manager

DATE: February 27, 2020

BACKGROUND: On March 4, 2019, the City entered into a Professional Services Agreement with RTA Consulting, Inc., to be the Parking Consultant. The agreement was for a term of one year.

The agreement was discussed at the February 18, 2020 Council Workshop and forwarded to the March 2, 2020 Regular Council meeting.

BUDGET: See Exhibit B of the Agreement (attached)

RECOMMENDATION: Consider approving the extension of the Professional Services Agreement with RTA Consulting, Inc.

ATTACHMENT: 1. Professional Services Agreement - Rimmer (1)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of March, 2019, by and between City of Neptune Beach, a municipal corporation pursuant to the Florida Constitution (the City), and Robert M. Rimmer as Director of RTA Consulting, Inc., a Florida corporation (the Contractor).

WHEREAS, the Contractor is engaged in the business of MANAGING AND MAINTAINING PARKING FACILITIES AND RELATED BUSINESSES.; and

WHEREAS, the City desires to enter into this Agreement with the Contractor for professional consulting services related to the City's proposed pay-for-parking plan; and

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement shall have a term of one (1) year beginning on March 4, 2019 unless terminated prior to that date as set forth herein.

2. Duties of Contractor. Pursuant to this Agreement, the Contractor shall have the full and complete obligation and responsibility for the performance of the duties and/or work described in the attached Exhibit "A".

3. Time Requirements. Pursuant to this Agreement, the Contractor shall devote such time, energy, and skill as is necessary in the performance of the duties set forth herein and attached hereto and shall periodically, or at any time, upon the request of the City, submit data as to the time requirements of work performed in connection with this Agreement.

4. Fees. The City shall pay the Contractor for services rendered in connection with this Agreement, the exact amount agreed upon in writing by the City and the Contractor, per the attached Exhibit "B". During the term of this Agreement, the Contractor shall invoice, and the City shall reimburse the Contractor for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties herein.

5. Relation of the Parties. The Contractor is retained by the City for the limited and specific purposes and to the extent set forth in this Agreement and the Contractor's relationship to the City shall, during the term of this Agreement, be that of an "Independent Contractor". The City shall not withhold, from sums becoming payable to the Contractor hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) Taxes, during the term of this Agreement. The Contractor shall be free to dispose of such portions of his entire time, energy and skill as he is not obligated to devote hereunder to the City in such manner as he deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the City pertaining to or in connection with any pension, retirement savings, health savings, insurance or other benefit extended to the City's employees.

6. Professional Responsibility. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with his independent and professional judgment. The Contractor shall perform his services substantially in accordance with generally accepted practices and principles of his trade. This Agreement shall be subject to the rules and regulations of any and all organizations and associations to which the Contractor may from time to time belong and to the laws and regulations governing the practice of the Contractor's trade in this State.

9. Indemnity. The City hereby indemnifies and holds harmless the Contractor, as permitted by State law, against any loss or liability which the Contractor may sustain by reason of performance of the duties and obligations require pursuant to this Agreement, unless the act or omission involved willful negligence or wanton conduct.

10. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days written notice. Notice shall be considered given when received via U.S. Mail at the appropriate address as contained herein. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the City, is guilty of serious misconduct in connection with performance of this Agreement, or materially breaches any or all provisions of this Agreement, the City may terminate the Agreement immediately and without prior written notice.

11. Notice. Notice shall be served at the following addresses:

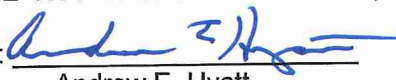
City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

RTA Consulting, Inc.
Robert M. Rimmer
221 North Hogan Street, Suite 376
Jacksonville, FL 32202

12. Income Tax Designation. In the event that the Internal Revenue Service should determine that the Contractor is, according to I.R.S. guidelines, an employee of the City subject to withholding and social security contributions, the Contractor hereby acknowledges that all payments to the made by the City to the Contractor are gross payments, and the Contractor is solely responsible for all income taxes and social security payments thereon.

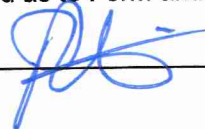
****SIGNATURE PAGE TO FOLLOW****

THE CITY OF NEPTUNE BEACH, FLORIDA

By: 
Andrew E. Hyatt
City Manager
City of Neptune Beach

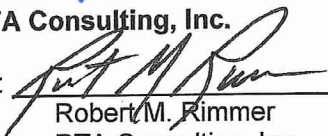
Date: 3/4, 2019

Approved as to Form and Content

By: 

Date: 3/4, 2019

RTA Consulting, Inc.

By: 
Robert M. Rimmer
RTA Consulting, Inc.

Date: 3/4, 2019

EXHIBIT "A"
Duties and/or Work to be Performed by Contractor

General Scope of Work to be Performed

Perform duties as listed and defined to include, but not be limited to;

- Develop and implement policies and procedures for the Parking and Mobility Management Program.
- Interview, hire, train, supervise, discipline, and schedule work of staff performing parking control duties.
- Supervise assigned operations related to parking space/lot control, including provision of appropriate staff appearance and equipment; parking enforcement; public outreach and education; and handling special parking projects as required.
- Coordinate with legal staff the negotiation, implementation and administration of parking agreements with third parties.
- Advise supervisor regarding problems, unsafe lot conditions, maintenance deficiencies, signage requirements, etc.
- Devise and recommend ways to enhance the effectiveness of parking procedures to ensure maximum customer facilitation.
- Organize and implement resident parking registration program.
- Make recommendations regarding adjudication of parking tickets; issue temporary parking permits, applications and appeal forms; and accept payment for fees/fines.
- Supervise Tow and Hold program for vehicles illegally parked after expiration of time limit, as required.
- Be responsible for monitoring, procurement, and installation of all parking/traffic signs.
- Maintain necessary records, reports, and files.
- Assist in parking responsibilities during special programs and events.
- Responsible for daily reporting of parking for each area and submit reports as needed.
- Responsible for weekly collection and deposit monies.
- Respond to public inquiries and provide relevant information regarding parking protocols.
- Operate motor vehicles, radio transmitters, receivers, and/or other tools and equipment as required.

Perform other related duties as assigned to include, but not be limited to the following items/issues to be studied, reviewed and addressed for the Beaches Town Center and surrounding Beach Communities;

- **Turnover of prime storefront/on-street parking spaces** – the value of one single parking space is enough to impact the bottom line for many of the smaller retailers in the BTC. Having cars parked all day long in any of those spots, regardless of how much they might pay in parking fees would be detrimental to the businesses in the BTC.
- **Residents** – there needs to be a method to insure visitors and others coming to the BTC or beach don't start converging on residential areas. Need to understand there will be additional parking management demand for nearby residential streets, and that the needs of the residents are not necessarily the same as those of the BTC businesses. Residential Permitting which can be managed through the appropriate Parking Management software can provide an effective solution. Residents would

also have access to the Beachside Shuttle for door to door, on demand service between their homes and the various business in the BTC and surrounding area, once again delivering more foot traffic with no impact on existing parking inventory inside the BTC footprint

- **Merchant Validation Programs** – the Program needs to allow for an “across the board” validation where neither the merchant nor the customer needs to worry about exactly which lot it was or space where the customer parked. The validation application and any associated billing would be handled thru the Program Management.
- **Signage Pollution** – the Program needs to be as universal as possible in order to minimize the amount of signage. Instructions for how to use the parking need to be simple, and not something different with each block. It is desirable to have consistent signage on City Right of Way as well the Private Property lots.
- **Seamless** – the Program must be inclusive, to include as many properties and parking spaces as can be assembled under one umbrella. The BTC is too compact to have multiple operations where the rules, rates, hours of operations and payment options vary from one block to the next.
- **Friendly, Professional and Reassuring** – the staff/attendants physically running the Program will, in many cases be the first and/or last opportunity to insure the customer/visitor has a positive impression of their visit to the BTC. They need to not only be Parking Enforcement, but also serve as Ambassadors who are able to assist our visitors, customers, employees and others with any issues that might arise, or to answer any questions they may have. We cannot have these positions filled with unskilled, poorly trained, inexperienced entry level personnel. Their importance requires they have some professional training and experience in customer service, and the maturity to handle a variety of situations that may arise.
- **Responsive** – the Program Management needs to be available and responsive at any time during which the businesses in the BTC are open. The parkers are their customers, and so long as they are present there needs to be someone in a position of authority available.
- **Representative** – all BTC stakeholders (CONB, COAB, BTC Agency, Merchants, and Residents) should be represented and have direct input on decisions.
- **Policy Priority** – while it is understood and agreed that revenue is of key importance, it must also be understood that all of the points listed above have equal weight with revenue when policy is being developed. Parking is an asset that can benefit our communities and we need to ensure that we treat it as such.

Additional external impacts on parking to be reviewed, advised, and aid in working with the BTC stakeholders (CONB, COAB, BTC Agency, Merchants, and Residents) to include, but not be limited to;

- **Shared Parking Solution** – an inventory of existing surface level parking throughout both cities needs to be conducted to determine the available parking inventory for all existing business and new business. Parking Facility License Agreements must be entered into and a parking management service structured. A shared parking solution must be adopted by both cities to provide a logical parking solution that provides shuttle and valet to and from parking in the off-site parking inventory. In order to continue growing and maintain the charm and walkability characteristics that make the BTC desirable we need to avoid devoting valuable property to asphalt wherever and whenever feasible.
- **Beachside Shuttle** – the current Beachside Buggies service is convenient for residents, visitors and employees. The service needs to continue and be expanded as it brings more foot traffic with no traffic impact. It is critical to the success of an Employee parking program, Designated Beach Satellite Parking and events that are held within the BTC, as well as vital for residents wanting to visit the BTC.

- **Community Valet Service** – the concept of an on-demand “front door” valet service allows us to utilize peripheral parking locations for visitors and customers. As with the Beachside Shuttle this brings more foot traffic without any impact on parking inventory in the BTC footprint.
- **Beach Access Valet Service** – providing the potential for on-demand valet service for beach visitors allows us to utilize peripheral parking locations for Beach visitors. The Beach Access Valet Service would meet the beach visitor at the designated Beach Access point and help unload beach necessities from the family car and move the vehicle to the designated beach Valet parking lot. When the visiting beach family is ready to leave they simply text the valet and their family car is returned to the designated beach access point. This service would be in conjunction with the Beachside Shuttle and again brings more foot traffic without any impact on parking inventory in the BTC footprint.
- **Beach Visitors** – while those visiting the beach may not always stop in one of the BTC businesses we understand it is critical for them to have a positive impression of the area and to hopefully come back to shop or eat at another time. Many of the persons visiting the beach for the day do patronize BTC businesses already, their experience must be enjoyable. Appropriate Designated Beach Satellite Parking and the requisite Shuttle to and from the Designated Beach Satellite Parking is a necessity for all BTC businesses
- **Employee Parking Program** – employees are as critical as customers to any business, and providing safe, convenient parking at no cost to the employee is something that must be provided. Appropriate Employee Satellite Parking and the requisite Shuttle to and from the BTC Employee Parking lot is a necessity for all BTC businesses.

Management and Administrative Support Services

Management and Administrative Support Services Tasks as may be assigned from time to time by Contractor to include, but not be limited to providing data analysis services, to assist in reviewing, creating, implementing and overseeing parking and transportation operating plans and maintenance programs for hotels, retail locations, office and mixed use facilities, residential developments and neighborhoods, event venues, sports complexes and stadiums, on-street operations, government and municipal complexes, theaters, transportation centers, public recreational facilities, airports, shuttle programs, valet facilities, hospitals and medical facilities. Contractor will assist in developing alternative transportation programs, shuttle, bicycle and pedestrian programs as requested. Contractor will assist in developing and implementing marketing and other business development programs as requested. Contractor will assist in budget preparation, performance of audits, research and presentation development as requested.

Other Services To Be Provided Upon Request

Contractor shall provide support and services as requested for programs listed above, surface parking lots and garages to include, but not be limited to the provision of data analysis, administrative/bookkeeping services, clerical assistance, operations staffing as requested, provision of maintenance staff to perform routine/regularly scheduled maintenance and janitorial tasks, staff for special projects such as painting or pressure washing, staff to perform Day Porter duties and staffing as necessary to assist in all other parking and transportation related functions as requested.

All work to be performed by Contractor within the time limits specified by Contractor at time tasks are assigned.

EXHIBIT "B" **Fee Arrangement**

Management and Administrative Support Services Fees

Contractor to be paid a fee equal to \$24,000.00 (twenty-four thousand dollars) per year plus approved reimbursable expenses for all Consulting, Management and Administrative support services performed in conjunction with the implementation of an approved "Paid Parking Program". This fee shall cover all services associated with implementation of the Paid Parking Program for up to 1 (one) year after approval of the Paid Parking program. This fee shall be paid as follows;

- \$12,000.00 (twelve thousand dollars) to be paid to Contractor upon execution of this agreement as an operating advance equal to one half of the first year's fees for services.
- Beginning March 1st, 2019 and continuing throughout the first year of this Agreement a fee of \$1,000.00 (one thousand dollars) per month will be paid to Contractor. Beginning with the 1st month of the second year of this Agreement a fee of \$2,000.00 (two thousand dollars) per month will be paid to Contractor.
- Approved reimbursable expenses shall be billed to Contractor monthly and shall be paid to Contractor within 30 days.

Additional Fees For Other/Ongoing Services If Requested By City

Subcontractor shall be paid a monthly fee equal to 50¢ (fifty cents) per average daily car for data analysis services, plus approved reimbursable expenses. Average daily car counts shall be determined by the average vehicle occupancy per day of the parking facilities/spaces being analyzed for the subject month.

Subcontractor shall be paid a fee equal to \$17.50 per hour for clerical and staffing services, plus approved reimbursable expenses.

Subcontractor shall be paid a fee equal to \$25.00 per hour for administrative/bookkeeping services, plus approved reimbursable expenses.

Other Services and associated reimbursable expenses shall be billed on a monthly basis at an agreed to rate.

Fees due to Contractor to be paid to within 30 business days of submission of approved invoices to the City.

AMENDED PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT is made and entered into this ____ Day of March, 2020, by and between the City of Neptune Beach, a Florida Municipality ("City"), whose address is: 116 1st Street, Neptune Beach, Florida, 32266, and RTA Consulting, Inc. a Florida Corporation (the Contractor), whose address is: 221 North Hogan Street, Suite #376, Jacksonville, Florida, 32202.

WHEREAS, the Contractor is engaged in the business of Managing and Maintaining Parking Facilities and Related Business; and

WHEREAS, the City desires to continue an Agreement with the Contractor for professional consulting services related to the City's pay-for-parking plan; and

WHEREAS, the Contractor is expected to fully-implement the pay-for-parking program as expeditiously as possible, by May 4th, 2020; and

WHEREAS, the Contractor shall not add private lots, third party agreements to this pay-for-parking program until the obligations of this amended professional services agreement have been met.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

1.) SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Agreement Documents attached as, "Exhibit A."

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

2.) TERM OF AGREEMENT

The amended Agreement period shall commence on March 4th, 2020, and shall end on March 4th, 2021. The City reserves the right to terminate the agreement after a (30) day written notice without cause. Notice shall be considered given when received via U.S. Mail

at the appropriate address as contained herein, or after service by affidavit by a law enforcement officer.

In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the City, is guilty of serious misconduct in connection with performance of this Agreement, or materially breaches any or all provisions of this Agreement, the City may terminate the Agreement immediately and without prior written notice.

3.) COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Agreement Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate the Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the attached, "Exhibit B," no amount shall be paid to Contractor to reimburse Contractor's expenses.

4.) METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires or is terminated. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to the instructions prescribed by the City's Finance Director. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding, any provisions of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by the City.

5.) GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgements, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee,

agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by the City until all of the City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by the City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Neptune Beach
116 1st St.
Neptune Beach, Fl. 32266

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Rights and Retention of Records

The City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by the City in Duval County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law. Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the

threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of the City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind the City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of the City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment,

including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

****SIGNATURE PAGE TO FOLLOW****

THE CITY OF NEPTUNE BEACH, FLORIDA

By: _____ Date: _____

Stefen A.B. Wynn, *M.P.A.*
City Manager, Neptune Beach

By: _____ Date: _____

Peter Kajokas, *C.P.A., M.B.A.*
Finance Director, Neptune Beach

Approved as to Form:

By: _____

Zachary R. Roth
City Attorney, Neptune Beach

RTA Consulting, Inc.

By: _____

Robert M. Rimmer
President, RTA Consulting, Inc.

City Attorney comments regarding Amended Professional Services Agreement:

1. Where termination without cause is discussed at the beginning, I would state that is in addition to any other rights to terminate provided in the agreement.
2. On termination for crime - I would add in their principals and employees too since the entity itself won't be the one committing the crime.
3. On the last paragraph of 4 - remove comma after notwithstanding. That comma changes the meaning.
4. Terminations for cause - do we want to add in failure to comply with city instructions provided in accordance with the agreement?
5. At the end, venue should be state courts of Duval County instead of Broward.
6. Since we can't really adjust the exhibits now, I would put something in that in the event of a conflict between the amendment and the exhibits, the amendment will control.



**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM: Waiver of Procurement Policy to Purchase Vehicle for Pay for Parking Program

SUBMITTED BY: Stefen Wynn, City Manager

DATE: February 27, 2020

BACKGROUND: The vehicle is necessary for the final implementatin of the Pay for Parking Program.

BUDGET: See the attached documentation

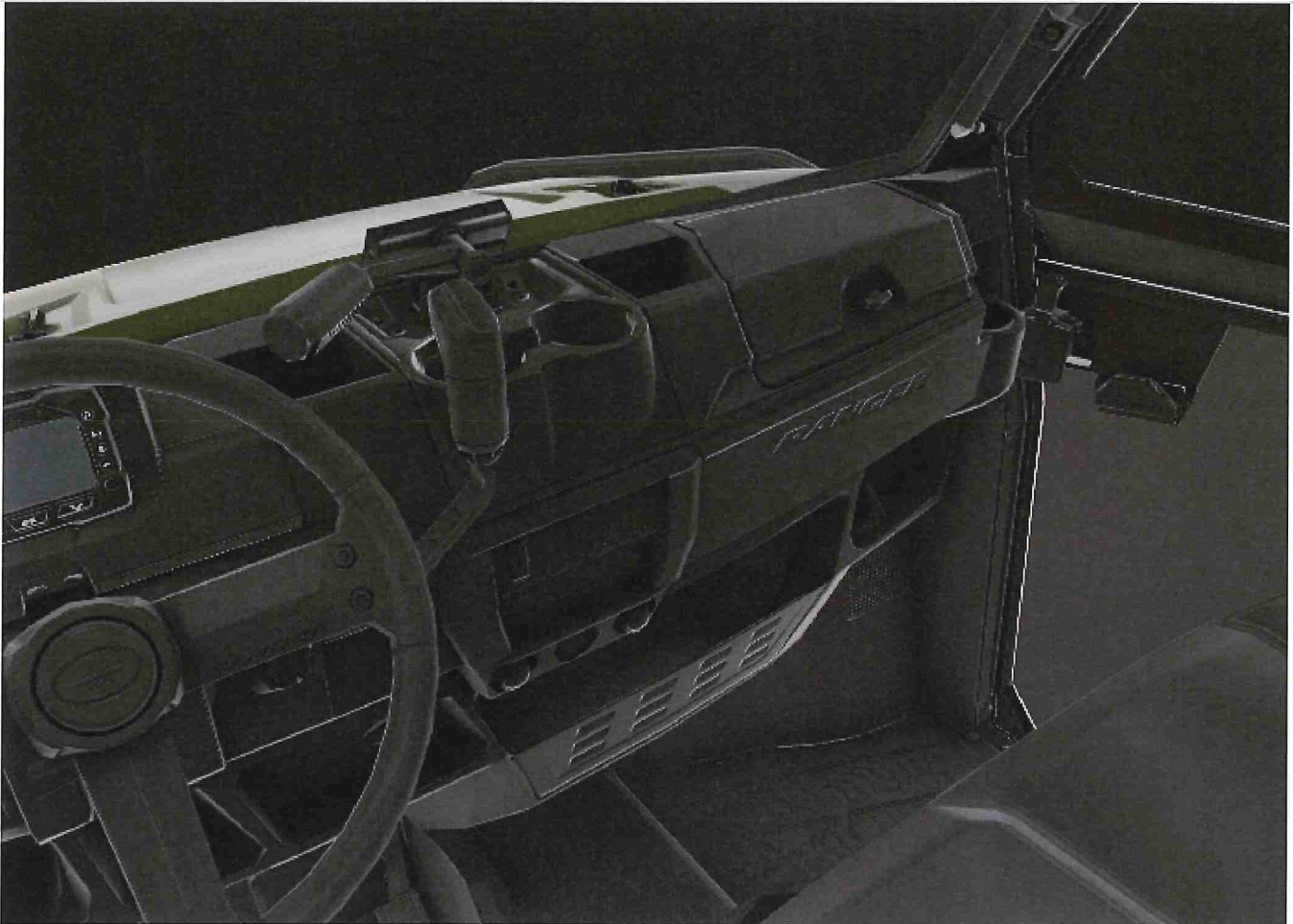
RECOMMENDATION: Consider the purchase of the UTV for the Pay for Parking Program

ATTACHMENT: 1. UTV



* Conceptual Subject to change based on the requirements of NuPark systems.

Build Summary



*3D model may not be an exact representation of your custom build

RANGER 1000 EPS

Sage Green

ID: R20TAE99A1

MSRP (USD)

\$13,999.00

Offer expires on 2/29/2020

-\$700.00

Accessories

\$13,299.00

\$7,074.89

Total (USD)

***\$20,373.89**

As Configured

Plus destination charge and setup

Accessories



RANGER® ClearView Doors

\$2,099.99 | #2882901

HD Roof - Steel



**\$729.99 | #2879881****Pro Shield™ Full Glass Tip-Out Windshield****\$1,239.99 | #2882874****Windshield Wiper & Washer System****\$519.99 | #2883974****Pro Shield™ Glass Rear Panel with Lock & Ride® Technology****\$389.99 | #2879013****Rear View Mirror****\$134.99 | #2881439****Work Beacon LED Light****\$239.99 | #2883265****Front Brushguard****\$399.99 | #2884123****Rear Brushguard****\$209.99 | #2882529****Upper Front Brushguard****\$259.99 | #2882531****Polaris® PRO HD 4,500 Lb. Winch with Rapid Rope Recovery****\$849.99 | #2882711**



**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM: Closed Point of Dispensing (POD) Memorandum of Agreement with Duval County Health Department

SUBMITTED BY: Stefen Wynn, City Manager

DATE: February 27, 2020

BACKGROUND: This agreement would protect employees and residents if an outbreak should occur.

BUDGET: N/A

RECOMMENDATION: Consider the Memorandum of Agreement with Duval County Health Department

ATTACHMENT: 1. POD Agreement



PROTECTING YOUR ORGANIZATION DURING PUBLIC HEALTH EMERGENCIES

A WORKBOOK FOR CLOSED POD PARTNERS

Acknowledgements

This workbook was produced by the Florida Department of Health in Duval County using resources from the Florida Department of Health in Miami-Dade, the Centers for Disease Control, Department of Health and Human Services, the Mid-America Regional Council, and the Kansas City, Mo. Health Department.

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Your Employee's Health

Your Organization's Future

You protect your business by planning for the unexpected – anticipating issues and managing events at hand. The Florida Department of Health in Duval County (FDOH-Duval) takes the same approach to protecting the health and safety of our community. In today's post-9/11, Katrina, and H1N1 world, we recognize that collaboration between government and private industry is more important than ever in the areas of emergency preparedness and homeland security. We continually seek to build our partnerships and increase communication and awareness within the county to increase our capacity to respond and care for our community. To that end, we're calling on you, to partner with us and help protect your organization, your employees, and our community by making your organization a CLOSED Point of Dispensing (POD) Site. Taking a few small steps now to prepare for future public health emergencies will not only protect your greatest asset – your employees- but also help prepare the entire community to respond effectively. We thank you for taking the time and effort to read this workbook and learn if a CLOSED Dispensing Site is right for you.

This workbook is meant to introduce the Closed POD concept and answer some questions you may have about what it takes to establish this program in your organization. You will find information on the key components of Closed POD planning and implementation as well as background information on the Cities Readiness Initiative and the Strategic National Stockpile. This workbook is not a complete Closed POD implementation plan, but a key reference document to help you through the planning process. Your FDOH-Duval contact will be available to work with you and provide guidance and assistance during planning to ensure you and your employees are prepared to meet the challenges of operating a Closed POD should the need ever arise. We hope you will find this workbook helpful and that it will help inspire you to partner with us and prepare to protect your organization in a public health emergency!

Introduction

IMAGINE THIS SCENARIO...

A biological agent, such as Anthrax, has been released in Duval County and all 940,000 residents and visitors are at risk of becoming ill. To prevent illness, people need to receive medication quickly. The local supply of medications will not cover everyone so the Florida Department of Health in Duval County (FDOH-Duval), working with local and state officials, asks for medications from the Centers for Disease Control's Strategic National Stockpile.

In a matter of hours, the medications arrive and the FDOH-Duval and response agencies put well-rehearsed plans into play to hand out medications to the entire population. Even with all the preparation, there are long lines at public Points of Dispensing with tens of thousands of people waiting for their pills. People are stressed out, worried about their families, worried about their jobs, and tempers are rising.

A different scene is playing out at Closed Points of Dispensing. Organizations with leaders who have planned ahead are activating their dispensing plans. Their people are going to the private dispensing site at their organization and receiving medications for themselves and their families in a familiar location. They bypass the traffic and tension at the public POD sites and are ready to focus on continuing operations at the organization or available to volunteer to assist the community in response and recovery efforts.

Cities Readiness Initiative

The Cities Readiness Initiative is a federally funded effort to prepare major U.S. cities and metropolitan areas to effectively respond to a large scale bioterrorist event by dispensing antibiotics to their entire identified population within 48 hours

of the decision to do so. CRI is needed to enhance preparedness at all levels of government and to provide a consistent nationwide approach to prepare for, respond to, and recover from a large-scale public health emergency.

**THE PRIMARY GOAL OF CRI IS TO MINIMIZE LOSS OF LIVES DURING A
CATASTROPHIC PUBLIC HEALTH EVENT BY DISTRIBUTING NEEDED DRUGS TO
100% OF EACH REGION'S POPULATION WITHIN 48 HOURS.**

Since 2004, the Centers for Disease Control and Prevention (CDC) has provided funding for CRI through the Public Health Emergency Preparedness Cooperative Agreement to enhance the mass dispensing capabilities of the CRI cities. There are currently 13 CRI counties in Florida.

Points of Dispensing (PODs) are designated dispensing locations for persons who are currently healthy but may have been “exposed” and need prophylactic medication. Public PODs where people go to a designated location and are directed through a series of stations to receive medications are the traditional method of providing prophylaxis in CRI. Other dispensing methods include “drive through” PODs and, of course, Closed PODs.

Strategic National Stockpile

The Centers for Disease and Prevention's (CDC) Strategic National Stockpile (SNS) has large quantities of medicine and medical supplies to protect the American public if there is a public health emergency (terrorist attack, flu outbreak, earthquake, etc.) severe enough to cause local supplies to run out. Once Federal and local authorities agree that the SNS is needed, medicines will be delivered to any state in the U.S. within 12 hours. Each state has plans to receive and distribute SNS medicine and medical supplies to local communities as quickly as possible.

SNS KEY FACTS

- CAN BE DELIVERED TO ANY STATE WITHIN 12 HOURS
- MEDICATIONS AND SUPPLIES ARE FREE
- HAS ENOUGH MEDICATION TO PROTECT PEOPLE IN SEVERAL LARGE CITIES AT THE SAME TIME

- ✓ The medicine in the SNS is free for everyone.
- ✓ The SNS has stockpiled enough medicine to protect people in several large cities at the same time.
- ✓ Federal, state and local planners are working together to ensure that the SNS medicines will be delivered to the affected area.

- ✓ The general public will find out where to get medicine through the media. Closed POD participants will receive a notification from FDOH-Duval when medicines allocated for them are ready to be picked up.

Current Planning Efforts

The Florida Department of Health in Duval County has been working with the Centers for Disease Control, Florida Department of Health, Regional Domestic Security Task Force, City of Jacksonville Emergency Management, Jacksonville Sheriff's Office, Jacksonville Fire Rescue Department, and Duval County Public Schools, as well as a large segment of local response agencies to develop, maintain, train, and exercise response plans to ensure readiness if we were ever faced with a catastrophic public health emergency. FDOH-Duval also provides coordination for the local healthcare community through the Northeast Florida Healthcare Coalition and the First Coast Disaster Council. All of these entities work together now to prepare as we will work together should we ever need to respond.

As a Closed POD partner, you will be invited to participate in training and exercise opportunities. Your health department liaison will also be available to help you plan your own drills and exercises to maximize the benefit to your staff. FDOH-Duval has

created plans for public PODs and identified the resources we will need to operate. Sites have been identified and assessed to ensure they will be appropriate and available for use should the need arise. FDOH-Duval has also identified teams within the health department that will be deployed to operate the PODs and to do community assessments and investigations. POD operations teams will oversee volunteers from the community who will serve the public and will work closely with local enforcement to ensure the process is safe for all involved.

FDOH-Duval operates within federal guidelines and adheres to standards of the National Incident Management System - Incident Command Structure or ICS. This means the response at all levels will follow a chain of command and use common language, processes, and forms. ICS allows FDOH-Duval to work seamlessly with other response agencies and greatly reduces confusion. As a Closed POD partner, your key planning team members and those assigned to your incident management team will be strongly encouraged to become familiar with the basic tenets of ICS.

Partnership

Once your organization is prepared to move ahead with Closed POD planning, your public health liaison will:

- ✓ Provide a Closed POD registration form that will detail the expectations and responsibilities of the program,
- ✓ Meet with your key planning team to review the components that will be included in your dispensing plan,
- ✓ Provide ongoing training and exercise opportunities to enhance your ability to respond.

Plan Development

Training and reference materials will be available to you to allow you to:

- ✓ Understand the screening and dispensing process
- ✓ Determine appropriate dispensing locations
- ✓ Develop policies procedures
- ✓ Develop response staff

Exercises and Drills

Exercises are the best way to be sure your plan will work. Your public health liaison will invite you to exercises being conducted by others and provide guidance when you are ready to test your own procedures.

Planning First Steps

1. Review your Continuity of Operations Plan (COOP)

Your organization probably has already developed a plan to continue your operations uninterrupted in the event of an emergency. Planning a Closed POD is a natural extension of

COOP activities since taking care of your employees will give you the ability to stay open and continue your work.

2. Determine who you are protecting

A main consideration for Closed POD organization is to determine who your target population will be. Identifying employees is easy but what about their families? During any emergency, your employees are going to be concerned about their loved ones at home. We strongly recommend you include them in your planning. Knowing their families are protected will allow your employees to focus on the tasks at hand and help you continue your operations in the face of the emergency. The definition of family can be up to you. In public PODs, individuals will be allowed to receive up to 15 courses of medications. You may establish a limit in terms of numbers such as this or you can define immediate family. You will also want to consider other persons who may not be employees but nonetheless are vital to your operations. This group can include contractors, seasonal, or transient staff.

We recommend you include personnel and their families in your planning. Your staff will be better able to meet your objectives if they know their loved ones are also cared for.

3. Identify your planning team

Just as public health needs collaboration to ensure a successful response, you will want to identify individuals within your organization who can work together to develop your dispensing plan. This team should include your human resources personnel, continuity manager, medical advisor, logistics, and security staff.

4. Determine Education and Training Requirements

As decisions are made regarding how many people will be needed to operate your dispensing site and those people are identified, you will need to determine the level of training that will be assigned to your internal responders. As noted, your public health liaison will provide some

training opportunities. It is recommended that, at a minimum, individuals involved in planning and those assigned response duties take basic Incident Command System training. Individuals who will assume management responsibilities in a response are also encouraged to complete at least the IS 200 – ICS for Single Resource and Initial Action Incidents course.

Free online training at:
https://training.fema.gov/is
IS -100: Introduction to the Incident Command System (ICS) IS -700: National Incident Management System (NIMS), an Introduction IS -200: ICS for Single Resource and Initial Action Incidents

5. Medical Personnel Required

Pursuant to Florida law, each point of dispensing will need to have at least one (1) medical professional who is legally authorized to dispense medications on site. This permission is dependent on the approval and execution of executive orders, any supplement orders, and executed Closed POD Registration form with the Florida Department of Health in Duval County.

6. Education and Screening

Education of your population before an event will also improve your response capabilities. By letting your people know that you are being proactive in planning and what they can expect in an emergency, confusion and fear will be greatly reduced. The following topics should be addressed in pre-event education activities:

- ✓ The medication dispensing process: You will want to give your population information about where to report and how they will receive medications should the need arise.
- ✓ Possible threatening agents: Accurate information is vital in the managing of any emergency response. Your population will want to know what threats the community may face and how they may be affected. As a Closed POD partner,

your public health liaison will provide you with updated information as it becomes available.

The CDC website is a valuable information tool! Visit them at :
<http://www.bt.cdc.gov/bioterrorism/>

- ✓ Medications: Your employees will also want to know about the types of medication they may receive in an emergency, how long they will need to take it, and possible side effects. At the time of an event, the most effective medicines for the agent at hand will be determined by scientists at the federal level using available data. Once that determination is made, an Emergency Use Authorization (see definitions) will be issued along with dosing information and other dispensing directions. As a closed POD partner, your public health liaison will provide you with updated information as it become available.

As a Closed POD, your organization will have another advantage over public PODs in that you may choose to pre-screen your population and therefore gather information pre-event that will improve your ability to respond quickly. You can choose to have your population pre-fill out registration forms and maintain those forms with other confidential information. If an emergency situation requires activation of your plan, the forms will be readily available for distribution. You may also choose to have the forms on an internal web site.

If you have your population complete screening forms in advance, you will be able to maintain accurate numbers and save time during dispensing.

Developing your dispensing plan

You will want to begin your planning by creating the basic framework for response that will:

- ✓ Outline Command and Control Activities
- ✓ Identify primary and secondary dispensing locations
- ✓ Develop dispensing and recovery procedures

1. Command and Control Activities

A successful response is contingent on effective management of the situation at hand. Just as you address issues that may arise in day to day operations, you will want to clearly delineate responsibilities for each aspect of the response. Initial activities should include the following:

- Who will receive notifications and serve as the Point of Contact (POC) for your organization? Plan for at least three (3) representatives to serve as primary, secondary, and tertiary contacts.
- How will you retrieve and return, if necessary, assets between the distribution point to your dispensing location? Identify available vehicles and qualified staff to transport assets. You will also need to designate the person(s) authorized to receive assets for your organization.
- Who will have accountability for records and assets? Identify persons and processes for maintaining accurate records of assets received, dispensed and returned, and confidential maintenance of medical records.
- What are your security needs and capabilities? Your responders and population receiving medications will need to feel safe and medications will need to be secured at all times. You will want to identify potential gaps and possible solutions to address those needs.

Developing a table of organization based on the Incident Command System will help organize response functions.

2. Dispensing locations

You will identify at least a primary location where your population will report to receive medications should the plan be activated. It is also recommended that you identify a secondary site as a contingency of conditions mandate. The size of the space will depend on the number of people you will serve but, in general, you will want a large open space with good line of sight like a cafeteria or conference room. The sample flow layout document included with this workgroup can help you choose an appropriate space. Key factors to consider include:

- Location familiar to your population
- Separate entrance and exit
- Space to accommodate tables, chairs, and people
- Secure storage space for medications and supplies
- Accessible to persons with disabilities

Choose a familiar location that is easily accessible by your identified populations.

You may also want to consider availability of public address and audio visual capabilities to allow for real time messaging during dispensing.

3. Dispensing materials

While the Florida Department of Health in Duval County will coordinate the transfer of medicines and related supplies provided by the state or federal governments, individual dispensing sites will provide ancillary supplies needed in dispensing operations. As a Closed POD partner, you will identify current supplies and determine needs for additional dispensing supplies. Those supplies can include:

- Office supplies (pens, clipboards, highlighters, etc.)
- Tables and Chairs
- Bags or envelopes
- Medical supplies (First Aid Kit, Thermometer)

Given the nature of the Emergency Use Authorization process, we also recommend identifying equipment resources for the duplication of forms should sufficient supplies not arrive with medicines.

4. Response activities

In addition to the planning elements listed above, you will want to include the following in your dispensing plan:

- Response team positions and duties (Sample Job Action Sheets can be provided)
- How your response team will be notified of an activation
- Time frames for mobilizing vehicle to receive assets and preparing dispensing site
- How your population will be notified that dispensing site is open
- Protocols for medical emergencies or security breaches

Frequently Asked Questions

Q. What is my organizations liability?

- A. Federal Immunity: The Public Readiness and Emergency Preparedness (PREP) Act sets forth the immunity for “covered persons” from tort claims related to, in this case, “covered countermeasure”. The Closed POD may be considered a covered person; a “Program Planner of countermeasure (i.e., individuals and entities involved in planning and administering programs for distribution of a countermeasure) ...” appears in CDC Public Readiness and Emergency Preparedness Act Questions and Answers, 42 USC §247d-6d(i)(7)-(7)(A)(ii). As a covered person, if applicable, ENTITY may be immune from suit and liability under Federal and State law with respect to “all claims for loss caused

by, arising out of, relating to, or resulting from the administration to or the use by an individual of a covered countermeasure...”. 42 U.S.C. § 247d-6d(a)(1).

Q. When would a Closed POD partner be asked to dispense medications?

A. The only time a Closed POD would be activated is in the extremely rare event where the entire population of Duval County was potentially exposed to an agent and needed to receive prophylaxis in a short period of time to avoid becoming ill.

Q. Will the Florida Department of Health in Duval County send staff to operate the Closed POD?

A. No. By agreeing to become a Closed POD, the partner organization is committing to developing and executing a dispensing plan independent of the FDOH-Duval. FDOH-Duval will provide pre-event technical support, coordinate the receipt of assets allocated to the county, and a liaison during an event to answer questions or assist with resource requests.

Q. Do I have to recruit medical staff to dispense medications to our employees?

A. Every point of dispensing, public or closed, is required to have a medical professional on site to oversee the dispensing of medications. Although there is a possibility that certain provisions in executive orders or emergency declarations issued at the time of the event may relax some rules, Closed POD partners must identify medical personnel to provide oversight of dispensing activities.

Q. How will I know what I need and how will I order medications?

A. When the Closed POD MOA is executed, you will provide a number for your population that will include everyone you are agreeing to provide medications to and their family members. If you do not have exact figures for families, you may choose to estimate the size of the household. If during the event you are short medications or you have a surplus, you will contact the liaison at the number provided at activation to resolve the issue.

Q. How long will people need to take medication?

- A. The length of treatment will vary based on the agent and scientific data available at the time of the event. In a catastrophic event, it is expected that initial prophylaxis will include a ten-day regimen of 1-2 doses per day, depending on the medication. If investigations result in the confirmation of exposure, individuals will receive an additional 50-day regimen.

Q. Will the health department deliver all the medicines and supplies?

- A. No. Each Closed POD partner will be required to make arrangements to pick up assets allocated to them. Based on numbers provided during the MOA process, FDOH-Duval will assist in estimating the size and type of vehicle you may need to complete this task. You will provide the name of individuals authorized to sign for assets on your behalf; those individuals will need to provide government issued photo identification to gain access to the local staging area.

Q. Where do I send people who have medical problems or medical questions?

- A. The medical professional on site will be tasked with assisting those individuals with special needs. At activation, FDOH-Duval will provide resource information, as available, who may also assist (i.e. hotlines, websites, etc.). If an individual has concerns that cannot be addressed via these options, they should be given the medications and advised to contact their personal physician for guidance.

Q. Do we have to give people shots?

- A. No. The Closed POD model is based on the dispensing of oral prophylaxis to non-symptomatic persons who have potentially been exposed to a hazardous agent. The dispensing of injectable medications or any other invasive countermeasures will be completed in public PODs or alternate medical treatment sites.

Q. How will the medications arrive?

- A. Medications will arrive prepackaged in ten (10) days doses. Each box of medications will contain one hundred (100) ten-day doses.

Q. What if people are allergic to the medication?

- A. At the time of an event, guidance will be provided by the CDC and FDA on appropriate medications to dispense as a countermeasure. Individuals who are allergic to a primary countermeasure will be dispensed an alternate. Individuals who are allergic to all countermeasures indicated for prophylaxis will be referred to their private physician for evaluation.

Q. What will make the health department decide to activate dispensing plans?

- A. Should there be an overt release of a hazardous agent or indications from laboratories, hospitals, or treatment centers that a hazardous agent has been released, a policy group consisting of medical professionals, epidemiologists, elected officials, law enforcement, and other Subject Matter Experts (SME) will make the decision to activate.

Q. Our people only work regular business hours, what if something happens over the weekend?

- A. A release of a hazardous agent can occur at any time. As a Closed POD partner, you will decide if you want to activate your plans off-hours or if you prefer your population go to public PODs to receive prophylaxis. Once major dispensing operations have begun, there is a possibility that access to the local staging area will be restricted and your ability to change your mind after initial refusal may be limited.

Q. Will everyone know we are a Closed POD?

- A. No. FDOH-Duval will only disclose the locations of Public PODs with the community. Only law enforcement will be informed of Closed POD sites to maintain situational awareness.

It is recommended that employees be urged to use discretion when discussing your plans to avoid a potential surge to your location should the plan be activated.

Q. If I am a Closed POD, do my employees have to get medications from me?

A. No. Individuals have the right to get medications at their Closed POD, if applicable, a public POD, or not at all.

Q. How much will this cost?

A. Medical countermeasures and supplies provided through the SNS are available at no charge. As part of the Closed POD Registration form, you agree not to charge for the dispensing of assets.

If your questions do not appear here, please feel free to contact your public health liaison for more information.

Definitions

Emergency Use Authorization	The Project BioShield Act of 2004 (Public Law 108-276; “the Act”), among other provisions, established the comprehensive Emergency Use Authorization (EUA) program. The US Emergency Use Authorization (EUA) is a critical new tool for medical and public health communities and is applicable for both civilian and military use. It fills the need for timely and practical medical treatment under emergency conditions and authorizes use of the best product available for treatment or prevention when the relevant product has not already been approved or approved for this specific use by the US Food and Drug Administration. The need for and
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	genesis of the EUA, its requirements, its broad application to civilian and military populations, and its features of particular importance to physicians and public health officials are detailed.
ESF-8 Emergency Support Function 8	Emergency Support Function-8 (ESF-8) Health & Medical: As defined in the National Response Plan, when activated, Emergency Support Function 8 provides the coordination of health and medical response and recovery activities in support of the Emergency Operations Center (EOC); the ESF-8 Health & Medical Group is a functional group within the Operations Section of the EOC's Incident Command System.
Point of Dispensing (POD):	Location for dispensing medical countermeasures and related supplies to citizens in a public health emergency; may be a Public POD open to the general public or Co-operating Business/Government Partner POD (Closed POD) established specifically for the employees (or members) of the entities and their family members.
Prophylaxis:	Medical countermeasures and related supplies designed to prevent the occurrence and spread of disease.
SNS "Push-Pack":	A specific quantity of emergency medical supplies that can be delivered anywhere in the US within 12 hours.

Thank you for taking the time to review this Closed POD planning workbook. The Florida Department of Health in Duval County Public Health Preparedness Team looks forward to working with you!





CITIES READINESS INITIATIVE

Q&A about the Cities Readiness Initiative (CRI)

What is the Cities Readiness Initiative?

The Cities Readiness Initiative is a federally funded effort to prepare major U.S. cities and metropolitan areas to effectively respond to a large scale bioterrorist event by dispensing antibiotics to their entire identified population within 48 hours of the decision to do so.

Why is CRI necessary?

CRI is needed to enhance preparedness at all levels of government and to provide a consistent nationwide approach to prepare for, respond to, and recover from a large-scale public health emergency.

What are the specific risks for the citizens in my city?

Past events have taught us that the risk of terrorism—including bioterrorism—being perpetrated against Americans, is real. The ability to quickly deliver countermeasures to a large population is a central component of public health preparedness.

How is CRI funded?

Since 2004, the Centers for Disease Control and Prevention (CDC) has provided funding for CRI through the Public Health Emergency Preparedness Cooperative Agreement to enhance the mass dispensing capabilities of the CRI cities. Funds are provided to the states for further distribution to the local level, except for Washington DC, Chicago, New York City, and Los Angeles, which are directly funded cities.

What are PODs?

Points of Dispensing (PODs) are designated dispensing locations for persons who are currently healthy but may have been "exposed" and need prophylactic medication. PODs are the traditional method of providing prophylaxis in CRI.

Are there any other plans for dispensing during a public health emergency?

The Department of Health and Human Services (HHS) has identified several other dispensing modalities in order to help guide state and local planners. Alternate modalities include:

- **Postal Plan: Home delivery of antibiotics by the United States Postal Service (USPS).** The Postal Plan was conceptualized as a way of reducing the population surge at PODs. With this modality, mail carriers will deliver antibiotics to the homes in selected zip codes. The USPS option is entirely voluntary for the employees of the USPS and only available to the jurisdictions with an approved USPS Dispensing Plan.
- **Pre-deployment of community-based caches of medications.** Pre-deployment of antibiotics to community-based caches might include churches, schools, large employers, or fraternal organizations.
- **Pre-event dispensing to first responders.** Pre-event dispensing to first responders could mean that critical personnel and/or volunteers would be issued antibiotics upon being identified and trained.

Q&A about the Cities Readiness Initiative (CRI)

(continued from previous page)

- **Pre-event placement of medications in households.** A pilot study is currently underway to test the feasibility of pre-event placement of caches of antibiotics in households that are to be reserved for use during a declared public health emergency. The study will demonstrate the extent to which household members follow instructions on proper storage, maintenance, and the use of antibiotics only in a declared emergency. The results of the study will be reported in 2007.

What assistance does CDC provide in CRI?

CDC's Coordination Office for Terrorism Preparedness and Emergency Response (COTPER), Division of Strategic National Stockpile (DSNS), provides technical assistance on the planning process by helping to identify resources and training opportunities for participating cities. The DSNS utilizes a number of venues including educational web casts, guidebooks, and training classes to share information and lessons learned from federal, state and local perspectives. In addition, CRI cities are evaluated regularly by DSNS program consultants during a CRI assessment process.

For more information, visit www.bt.cdc.gov,
or call CDC at 800-CDC-INFO (English and Spanish) or 888-232-6348 (TTY).

July 3, 2007

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR DISEASE CONTROL AND PREVENTION
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Liability Protection for Public Health Partners



Office of Public Health Preparedness and Response

Division of Strategic National Stockpile



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Partnerships With Public Health Benefit Us All

Private or public organizations can play a key role in a large-scale public health emergency by assisting public health in the distribution and/or dispensing of medical countermeasures, such as antibiotics to any or all of the following:

- * Employees
- * Employee Families
- * Contract Staff
- * Clients
- * General Public



These medical countermeasures would be provided to organizations by local public health agencies at no cost.

Employers benefit by protecting the health and safety of their employees while helping to ensure their own continuity of operations.

Employers would also be helping limit any negative impact on the economy and society. A partnership that benefits us all.



Liability issues are a common concern that employers have expressed when asked to distribute or dispense medical countermeasures on behalf of public health.

Liability protection is provided to organizations at the federal level when a Public Readiness Emergency Preparedness (PREP) Act declaration is issued.

Public Readiness Emergency Preparedness (PREP) Act

The PREP Act authorizes the Secretary of the U.S. Department of Health and Human Services to issue a PREP Act declaration in response to a public health emergency. A PREP Act declaration provides immunity from tort *liability claims (except willful misconduct)* to individuals or organizations involved in the manufacture, distribution, or dispensing of medical countermeasures. PREP Act declarations have been issued many times in the past. The most recent example was H1N1 in 2009.



What is Immunity From Tort Liability?

Immunity from tort liability means there is no legal tort claim that can be pursued in state or federal courts. Tort claims include all claims (*except for willful misconduct*), under federal or state law for any type of loss including death; physical, mental, or emotional injury; fear of such injury; or property damage or loss, including business interruption loss, with any causal relationship to any stage of development, distribution, administration, dispensing, or use of the covered countermeasure recommended in the PREP Act declaration.

Who May be Provided Immunity Under a PREP Act Declaration?

Immunity from tort liability may, at the secretary's discretion, include any individuals or organizations that assist public officials with the manufacturing, distribution, or dispensing of medical countermeasures.



What Are the Limitations on Immunity From Liability?

- Death or serious physical injury caused by willful misconduct.
- Claims based on activities that fall outside the scope of the declaration.
- Claims of loss that do not allege a causal relationship to the administration or use of a covered countermeasure and are not in fact based on such a causal relationship.
- Claims filed under foreign law in courts outside the United States.
- Lawsuits other than tort claims. For example, violations of civil rights laws, the Americans with Disabilities Act, labor laws, or other such claims that have no connection to a tort claim.

Questions? Contact Us. We're Here to Help.

snspartners@cdc.gov



Centers for Disease Control and Prevention
CDC 24/7: Saving Lives. Protecting People.™

Strategic National Stockpile (SNS)

SNS: What it Means to You



CDC's Strategic National Stockpile (SNS) has large quantities of medicine and medical supplies to protect the American public if there is a public health emergency (terrorist attack, flu outbreak, earthquake) severe enough to cause local supplies to run out. Once Federal and local authorities agree that the SNS is needed, medicines will be delivered to any state in the U.S. in time for them to be effective. Each state has plans to receive and distribute SNS medicine and medical supplies to local communities as quickly as possible.

What should you know about the medicines in the SNS?

- The medicine in the SNS is FREE for everyone.
- The SNS has stockpiled enough medicine to protect people in several large cities at the same time.
- Federal, state and local community planners are working together to ensure that the SNS medicines will be delivered to the affected area to protect you and your family if there is a terrorist attack.

How will you get your medicine if the SNS is delivered to your area?

- Local communities are prepared to receive SNS medicine and medical supplies from the state to provide to everyone in the community who needs them.
- Find out about how to get medicine to protect you and your family by watching TV, listening to the radio, reading the newspaper, checking the community Web site on the Internet or learning from trusted community leaders.

Memorandum of Agreement
Between
Duval County Health Department
And
City of Neptune Beach

This Memorandum of Agreement (MOA) is entered into this 2ND of Dec. 2009 by and between the Florida Department of Health's Duval County Health Department, hereinafter referred to as the DCHD, and City of Neptune Beach, herein after referred to as the Co-operating Point of Dispensing (CO-OP POD).

The DCHD program Point of Contact is:

Bridgette Newby, SNS/CRI Program Assistant
Bridgette.Newby@doh.state.fl.us
904-253-1012 (office)
DCHD Office of Emergency Preparedness
900 University Blvd N Suite 600
Jacksonville FL 32211-9203

The Partnering CO-OP POD program Point of Contact is:

Detective Camille Burban (Emergency Preparedness Coordinator)
cburban@neptune-beach.com
904-242-3433 (direct line)
904-219-1673 (cell) 904-242-3436 (fax)
200 Lemon Street
Neptune Beach, FL 32266

RECITALS

WHEREAS the Centers for Disease Control and Prevention (CDC) has established the *Cities Readiness Initiative (CRI)* program to assist certain Metropolitan Statistical Areas (MSA) in the event of a catastrophic biological incident; and

WHEREAS the CDC, through the Florida Department of Health, will provide assets of the Strategic National Stockpile (SNS), which includes medications and medical supplies, to the DCHD for use in the Jacksonville MSA; and

WHEREAS the DCHD approves the transfer of a specific quantity of the aforementioned medication to the CO-OP POD; and

WHEREAS the DCHD wishes to collaborate with the CO-OP POD to enhance its ability to respond to a catastrophic biological incident of other communicable threat of epidemic proportion,

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

I. Purpose

A. This MOA delineates the responsibilities of the DCHD and the CO-OP POD organization for activities related to the prophylaxis of approximately 1750 members and their family members under the *Cities Readiness Initiative* in the event of a catastrophic biological incident or other communicable threat of epidemic proportion.

B. This MOA outlines the scope of work between the Co-operating Business Partner Point of Dispensing (CO-OP POD) and the DCHD.

II. Scope

A. The provisions of this MOA apply to activities to be performed as a result of the implementation of Duval County's Comprehensive Emergency Management Plan's Strategic National Stockpile Inter-agency Coordinating Procedures.

B. No provision in this MOA limits the activities of the Duval County Health Department in performing local and state functions.

III. Definitions

A. Cities Readiness Initiative (CRI): A CDC program providing direct assistance to specific densely populated metropolitan areas throughout the country to build the response capacity needed to provide mass prophylaxis.

B. ESF-8 Health & Medical Group: As defined in the National Response Plan, when activated, Emergency Support Function 8 is the coordination of health and medical response and recovery activities in support of the Emergency Operations Center (EOC); the Health & Medical Group is a functional group within the Operations Section of the EOC's Incident Command System.

C. Point of Dispensing (POD): Location for dispensing medications and/or necessary supplies to citizens in an emergency; may be a Public POD open to the general public or Co-operating Business Partner POD (CO-OP POD) established specifically for the employees (or members) of the business (or other community group) and their family members.

D. Prophylaxis: Measures and/or medications designed to prevent the occurrence and spread of disease.

E. Push-POD: A facility that receives allotments of supplies for further distribution to PODs; may be used as a temporary storage site for supplies awaiting pick-up by representatives from CO-OP PODs (a transfer point, not a dispensing site).

F. Strategic National Stockpile (SNS): A national repository of antibiotics, chemical antidotes, antitoxins, life support medications, and medical supplies managed by the CDC. The SNS "push-pack" is a specific quantity of emergency medical supplies that can be delivered anywhere in the United States within 12 hours of the decision to deploy.

IV. Duval County Health Department shall be Responsible for:

A. Receiving a portion of the SNS shipment at a pre-designated PUSH-POD for distribution to Co-operating Business Partners and Public Points of Dispensing.

B. Providing official identification cards to serve as credentials for the person(s) designated by the CO-OP POD to pick up the allotted medication from the designated PUSH-POD.

C. Providing the CO-OP POD organization's Occupational Health Staff or its POC with multi-person health screening forms, information materials, and other resources (CO-OP POD Kit) to be used in the event of a catastrophic public health emergency requiring mass prophylaxis of the population.

D. Providing the CO-OP POD with as much advance notice as is feasible of the decision to request and deploy SNS assets.

- E. Providing an initial quantity of prophylactic medication sufficient to dispense four regimens to each employee on the organization's payroll or each member of the organization (covering individual plus three family members).
- F. Verifying that a medical dispensing professional will be on site to oversee all CO-OP POD dispensing activity.

V. The CO-OP POD Organization shall be Responsible for:

- A. Developing a plan to screen its employees (or members) and their family members' health information prior to dispensing of medication, and distributing appropriate educational information using the forms, handouts, and other materials provided by the DCHD.
- B. Providing the DCHD with the number of employees on its payroll (businesses) or number of individuals who will be picking up medications (other organizations) when notified of the intent to request SNS assets.
- C. Receiving and transporting its allotment of medication from the DCHD PUSH-POD to its own facility. Designated couriers must present a valid photo ID in addition to the credentials specified in section IV, paragraph B.
- D. Ensuring that a medical dispensing professional (physician, pharmacist, ARNP, PA, dentist, etc.) is on site to oversee all dispensing operations. The license number of this designated professional must be provided to DCHD so that credentials can be verified.
- E. Utilizing medication supplied by the DCHD to provide prophylaxis to its staff and their family members.
- F. Completing health screening forms and documenting inventory of medications received and dispensed.
- G. Returning any unused medications and all completed registration/health screening and inventory forms accounting for all medication dispensed, to a location designated by the DCHD.
- H. Contacting the DCHD representative (during the event this person may be staffing the Health & Medical Group at the Emergency Operations Center) if additional medications are required to provide sufficient regimens for the organization's members and their family members.
- I. Receiving and securing the resources (CO-OP POD Kit) supplied by DCHD, as well as returning the intact kit upon termination of this agreement.

VI. Conditions, Amendments, and Termination

- A. In performance of the activities outlined in this MOA, it is understood that the CO-OP POD will be serving in a capacity that meets the "Occasional Service Volunteer" definition provided in Florida Statutes Chapter 110.501, and will adhere to the Florida Department of Health's Chapter 110 Volunteer Program Policies and Procedures (DOHP 365-1-05).
- B. Where applicable, all parties to this MOA will comply with the Health Insurance Portability Accountability Act (HIPAA) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
- C. It is understood that DCHD, its agents, servants and employees are protected against tort claims as described in Section 768.28, Florida Statutes. The exclusive remedy for injury or damage resulting from such negligent acts or omissions of such agents, servants and employees of DCHD is by action against the State of Florida.