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**POLICE AND FIRE PENSION FUND  
ADVISORY COMMITTEE  
MEETING AGENDA – APRIL 12, 2017 – 9:00AM**

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**PRESENT**

James Holderfield, Chair  
Battalion Chief Sean Hatchett, V. Chair  
Lt. Ellis Burns, Police Representative  
Lt. Michael Lynch, Fire Representative  
Lt. Michael Shell, Police Representative  
Lt. Christopher Stover, Fire Representative  
Rick Townsend, Retired Police Representative

**STAFF**

Timothy H. Johnson, Executive Director – Plan Administrator  
Chuck Hayes, Pension Benefits Manager  
Steve Lundy, Pension Benefits Specialist/Economic Research Analyst

**EXCUSED**

**GUESTS**

**I. CALL TO ORDER**

**II. A MOMENT OF SILENCE WILL BE OBSERVED FOR THE FOLLOWING DECEASED MEMBERS:**

William E. Anderson, Retired Firefighter  
Larry T. Hester, Retired Firefighter Engineer  
Dean F. Hodge, Retired Firefighter

**III. PUBLIC SPEAKING PERIOD**

**IV. CONSENT AGENDA (ITEMS 1-7)**

POLICE AND FIRE PENSION FUND  
ADVISORY COMMITTEE  
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1. **MEETING SUMMARY TO BE APPROVED**

*Committee action requested*

1. **Summary of the meeting held March 8, 2017**  
Copy held in the meeting file.

2. **APPLICATION FOR SURVIVOR BENEFITS**

*Committee action requested*

1. **ASPINWALL, Bonnie S.**  
Widow of Donald G. Aspinwall who passed away on February 27, 2017,  
bi-weekly gross pension benefit of \$818.55.

3. **APPLICATION FOR VESTED RETIREMENT**

*Committee action requested*

1. **PALMER, Jason D.**  
Date of Vesting March 3, 2017, to be placed on pension April 28, 2024,  
monthly pension base amount of \$1,744.91. Police Officer.

4. **APPLICATION FOR TIME SERVICE CONNECTIONS**

*To be received as information*

1. **BELK, Andrew M.**  
Prior Duval Service (3 yrs., 9 mos., 11 days), \$14,147.18. Police Officer.
2. **CARRION, Alex F.**  
Prior Military Service (2 yrs.) \$22,804.90. Police Officer.
3. **CHU, Jack**  
Prior Military Service (3 mos., 21 days) \$4,037.43. Police Officer.
4. **FOWLER, Brandon M.**  
Prior Duval Service (3 yrs.), \$9,155.58. Police Officer.
5. **GAUSE, Christal D. (1)**  
Prior Duval Service (3 mos., 20 days), \$1,295.55. Police Officer.
6. **GAUSE, Christal D. (2)**  
Prior Duval Service (4 yrs., 6 mos., 20 days), \$19,315.43. Police Officer.

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MEETING AGENDA – APRIL 12, 2017  
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7. **GREEN, Maurice M.**  
Prior Military Service (2 yrs.), \$16,982.35. Police Officer.
8. **LADUE, Shay L.**  
Prior Duval Service (2 yrs., 1 mos., 5 days), \$8,455.95. Police Officer.
9. **MATOS, Michael A.**  
Prior Military Service (1 yrs., 7 mos., 24 days), \$15,894.17. Firefighter.
10. **McEWAN, Benjamin D.**  
Prior Duval Service (3 yrs., 1 mos., 18 days), \$11,192.74. Police Officer.
11. **MORRIS, Donnie L.**  
Prior Duval Service (3 yrs., 7 mos., 17 days), \$16,813.25. Police Officer.
12. **PEACOCK, James D.**  
Prior Military Service (2 yrs.), \$15,359.86. Firefighter.
13. **REDDISH, Matthew J.**  
Prior Duval Service (4 yrs., 6 mos.) \$14,623.11. Police Officer.
14. **ROE, Aaron J.**  
Prior Duval Service (5 yrs.) \$22,118.50. Police Officer.
15. **SCARBOROUGH, Robert A.**  
Prior Duval Service (4 yrs., 4 mos., 14 days), \$19,341.40. Police Officer.
16. **SILVA, Nathan B.**  
Prior Florida Service (1 yrs., 11 mos., 7 days), \$24,120.99. Police Officer.
17. **VINER, Taime**  
Prior Florida Service (2 yrs., 16 days), \$22,830.72. Police Officer.
18. **WHITE, James M.**  
Prior Military Service (2 yrs.), \$23,294.45. Police Officer.
19. **WILLIAMS, Lance C.**  
Prior Duval Service (4 yrs., 10 mos., 12 days) \$21,528.67. Police Officer.

**5. SHARE PLAN DISTRIBUTIONS**

*To be received as information*

The following members received a gross Share Plan Distribution in the following amounts:

1. **PALMER, Jason D.**  
\$1,500.65

**6. DROP PARTICIPANT TERMINATION OF EMPLOYMENT**

*To be received as information*

1. **DAVIS, Michael J.**  
DROP commencement date of January 4, 2014, termination of employment date effective March 6, 2017, with a retirement base of \$3,229.57. Police Officer
2. **O'NEAL, Alan K.**  
DROP commencement date of April 14, 2012, termination of employment date effective March 3, 2017, with a retirement base of \$4,692.92. Police Sergeant.
3. **TUTEN, Robert J.**  
DROP commencement date of October 13, 2012, termination of employment date effective March 9, 2017, with a retirement base of \$3,239.70. Police Officer.

**7. DROP DISTRIBUTIONS**

*To be received as information*

1. **DAVIS, Michael J.**  
The entire value of his DROP account \$145,381.17 will be paid to him over the next 37 years.
2. **O'NEAL, Alan K.**  
The entire value of his DROP account \$360,135.95 will be paid to him over the next 30 years.
3. **TUTEN, Robert J.**  
The entire value of his DROP account \$215,182.56 will be paid to him over the next 36 years.

**V. OLD BUSINESS**

*To be received as information*

1. **Reemployment of Active PFPF Pensioners**  
Contract
2. **Fire Pension Advisory Committee Member Election**  
Certification of Results

**VI. EXECUTIVE DIRECTOR'S REPORT**

*Timothy Johnson*

1. **Rounsville Vested Retirement Application / Survivor Benefit Legal Opinion**  
Postponed
2. **Reclamation Legal Opinion**  
Postponed
3. **Office of General Counsel Review of Affidavits**  
In process

**VII. NEW BUSINESS**

**VIII. ADJOURNMENT**

**NOTES:**

Any person requiring a special accommodation to participate in the meeting because of disability shall contact Steve Lundy, Pension Benefits Specialist, at (904) 255-7373, at least five business days in advance of the meeting to make appropriate arrangements.

The public meeting may be continued to a date, time, and place to be specified on the record at the meeting. If any person decides to appeal any decision made with respect to any matter considered at this public meeting such person will need to a record of proceedings, and for such purpose such person may need to ensure that a verbatim record of the proceedings is made at their own expense and that such record includes the testimony and evidence on which the appeal is based.

Additional items may be added / changed prior to meeting.



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**JACKSONVILLE POLICE AND FIRE PENSION FUND  
ADVISORY COMMITTEE  
MEETING SUMMARY – MARCH 8, 2017 – 9:00AM**

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**PFPF MISSION STATEMENT**

*To provide long term benefits to participants and their beneficiaries*

**PRESENT**

James Holderfield, Chair  
Battalion Chief Sean Hatchett, V. Chair  
Lt. Ellis Burns, Police Representative  
Lt. Michael Lynch, Fire Representative  
Battalion Chief Brady Rigdon, Fire Representative  
Lt. Michael Shell, Police Representative  
Rick Townsend, Retired Police Representative

**STAFF**

Timothy H. Johnson, Executive Director – Plan Administrator  
Chuck Hayes, Pension Benefits Manager  
Steve Lundy, Pension Benefits Specialist  
Debbie Manning, Executive Assistant

**EXCUSED**

**GUESTS**

District Chief Randy Wyse, President, Jacksonville Association of Firefighters

**NOTE:**

Any person requiring a special accommodation to participate in the meeting because of disability shall contact Steve Lundy, Pension Benefits Specialist, at (904) 255-7373, at least five business days in advance of the meeting to make appropriate arrangements.

**I. CALL TO ORDER**

*Chairman Holderfield called the meeting to order at 9:04AM.*

**II. A MOMENT OF SILENCE WAS OBSERVED FOR THE FOLLOWING DECEASED MEMBERS:**

POLICE AND FIRE PENSION FUND  
ADVISORY COMMITTEE  
MEETING SUMMARY – MARCH 8, 2017 – 9:00AM  
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Donald G. Aspinwall, Retired Police Officer  
Franklin C. Bailey Jr., Retired Firefighter Engineer  
Christopher B. Chaffee, Retired Fire Lieutenant

**III. PUBLIC SPEAKING PERIOD**

*There were no requests for public speaking. Public speaking period was closed.*

**IV. CONSENT AGENDA (ITEMS 1-12)**

**1. MEETING SUMMARY TO BE APPROVED**

*A correction to the summary was requested by Tim Johnson to include the name of the re-hired City employee in the meeting summary for February 8, 2017.*

*A motion was made by Sean Hatchett to amend and approve the meeting summary for February 8, 2017 to include the name of the employee re-hired by the City as “James Crosby”, seconded by Ellis Burns. The vote was unanimous.*

**2. APPLICATIONS FOR MEMBERSHIP**

**CLEARED (POLICE):**

**TRUSTEE RULE 13.3 (POLICE):**

**CLEARED (FIRE):**

**TRUSTEE RULE 13.3 (FIRE):**

*A motion was made by Ellis Burns to approve the Applications for Membership for Police and Fire as verified with supporting documentation by the Advisory Committee, seconded by Sean Hatchett. The vote was unanimous.*

**3. APPLICATIONS FOR SURVIVOR BENEFIT**

*A motion was made by Brady Rigdon to approve the Applications for Survivor Benefit as verified with supporting documentation by the Advisory Committee, seconded by Rick Townsend. The vote was unanimous.*

**4. APPLICATIONS FOR TIME SERVICE CONNECTION**

*The Applications for Time Service Connection were verified with supporting documentation and received as information by the Advisory Committee.*

**5. APPLICATIONS FOR TIME SERVICE RETIREMENT**

*A motion was made by Sean Hatchett to approve the Applications for Time Service Retirement as verified with supporting documentation by the Advisory Committee, seconded by Ellis Burns. The vote was unanimous.*

**6. REFUND OF PENSION CONTRIBUTIONS**

*The Refund of Pension Contributions were verified with supporting documentation and received as information by the Advisory Committee.*

**7. SHARE PLAN DISTRIBUTIONS**

*All members received a gross Share Plan Distribution amount of \$1,500.65.*

*The Share Plan Distributions were verified with supporting documentation and received as information by the Advisory Committee.*

**8. APPLICATIONS FOR DROP**

*A motion was made by Ellis Burns to approve the Applications for DROP as verified with supporting documentation by the Advisory Committee, seconded by Sean Hatchett. The vote was unanimous.*

**9. DROP PARTICIPANT TERMINATION OF EMPLOYMENT**

*The DROP Participant Termination of Employment were verified with supporting documentation and received as information by the Advisory Committee.*

**10. DROP DISTRIBUTIONS**

*The DROP Distributions were verified with supporting documentation and received as information by the Advisory Committee.*

**11. DROP DISTRIBUTIONS FOR SURVIVORS**

*The DROP Distributions for Survivors were verified with supporting documentation and received as information by the Advisory Committee.*

**12. DROP ENROLLMENT STATISTICS**

*The DROP Enrollment Statistics were verified with supporting documentation and received as information by the Advisory Committee.*

**V. OLD BUSINESS**

POLICE AND FIRE PENSION FUND  
ADVISORY COMMITTEE  
MEETING SUMMARY – MARCH 8, 2017 – 9:00AM  
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1. **2017-02-02CA – APPLICATION FOR MEMBERSHIP**

GRAY Jr., David B.

*\*previously approved under Trustee Rule 13.3 – amended to cleared\**

*A motion was made by Michael Shell to amend the Application for Membership, seconded by Rick Townsend. The vote was unanimous.*

2. Election Announcement

*Received as information.*

*Tim Johnson noted that the Election is to fill the remainder of Brady Rigdon's term. Brady Rigdon's term expires in October 2017.*

3. Reemployed Active PFPF Pensioners Report

*James Holderfield noted that the list is incomplete, as it does not include contract employees. He requested that a new report be made by the City to include contract employees. Brady Rigdon agreed and would like the list to be exhaustive.*

4. Brady Rigdon Recognition

*Brady Rigdon was recognized by the Advisory Committee for his service to the Committee since becoming a member in 2005. He said that it has been a pleasure of his to serve, and that he has enjoyed the experience. He also said that the experience has been educational and thanked everyone very much.*

*Tim Johnson brought up the topic of Disability and Survivor benefits as they relate to the new pension reform negotiation. He noted that, as he understood the agreement in its current form, once the PFPF closes to new members, new employees not under the PFPF Plan which become disabled and survivors will receive the same benefits as if they were members of the PFPF Plan, however their benefits will be paid by the City of Jacksonville and not the PFPF.*

*Chuck Hayes brought up the topic of Rounsville. Chuck Hayes reminded the Advisory Committee that under the law, if a member is approved for Vested Retirement and dies before receiving their first pension payment, then their survivor is not entitled to any benefit whatsoever. Chuck said that since the Advisory Committee has postponed approval of Rounsville's Application for Vested Retirement, if he were to pass away, his wife would be able to apply for a Survivor benefit. He noted that the Advisory Committee's act of postponing approval of Rounsville's Application Vested Retirement puts the Fund at additional risk.*

*James Holderfield said that he would like Bob Sugarman to review this matter. James Holderfield directed PFPF Administration to ask for an Opinion from Bob Sugarman.*

**VI. EXECUTIVE DIRECTOR'S REPORT - Timothy Johnson**

1. Six Month Review

*Tim Johnson updated the Committee on the surtax workshop and the expected timeline of possible resulting pension reform. He doubts a motion will be made by the Board of Trustees on the 17<sup>th</sup> on such short notice.*

*Randy Wyse asked if the Board of Trustees have asked for an extension to accept the City's proposal from March 15<sup>th</sup> to March 17<sup>th</sup>, the date of the next Board of Trustees meeting.*

*Tim Johnson replied that the Board of Trustees has not asked for an extension, however a letter was written saying that more time would be needed in order for the Board of Trustees to make due diligence on the issue.*

*Ellis Burns remarked, "How can a one-billion dollar question be answered so quickly anyways?"*

**VII. NEW BUSINESS**

**VIII. ADJOURNMENT**

*Chairman Holderfield adjourned the meeting at 10:04AM.*

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*James Holderfield, Chairman*

Plan

Pension Plan: Duval County P&F Pension Fund  Pen. Type:  Survivor

Pension Class: Survivor Retirement

Pension Index: PFPF62145WP  Length of Service: 24 Yrs  MOS

Pay Status

Frequency:  Bi-Weekly  Days to be Paid: 14

Pay Status:  Y  Daily Base Rate: 29.353465

Adjustment:  Create Adjustment ...

Tax

☐ No Tax ☐ Tax Marital Status: Single  Exemption: 1

Fixed Withholding:  Additional Withholding:  Tax Percentage:  %

Tax Free Amount/PR:  Post Tax Begin Contribution:  Post Tax Rem. Contribution:

Dates

Proj. Vested Ret. Date:  Retire/DROP Date: 04/30/1983  Spouse Effective Date: 02/24/2017

COLA Start Date: 04/01/1996  Annual Cert. Date:  Annual Cert. Flag:

Reire Termination Date:  Termination Reason:

Pay Components

	Bi-Weekly	Monthly
Pension Base:	410.95	890.39
Supplement:	55.38	120.00
COLA Base:	763.17	1653.54
COLA Amount:	352.22	763.14
S/R Adjustment:		
DROP:		
Bonus:		
Total Earnings:	818.55	1773.53

Save

Cancel

# Setup Wizard

## Pension Benefit

Pension Plan: 63 Police/Fire Pension Fund

Pension Class: Vested Retirement

Benefit Percent: 36.00

Penalty Percent:

Pension Service: 12 Yrs. 10 Mos. Age: 39

Retirement Date: 04/28/2024

Pension Date: 04/28/2004 Adj. Pen. Date:

Daily Rate: 57.524422

COLA Date: 01/01/2025 ☐ 415 Limit

## BackDROP

Back DROP Date:

Back DROP Months:

Lump Sum Benefit:

Lump Sum Interest:

Total Lump Sum:

## PLOP

Emp. Date Of Birth:

Spouse Date Of Birth:

PLOP Percent:

PLOP Amount:

Mon. Benefit Amount:

## Pension Benefit Amount

	Bi-Weekly	Monthly
Pension Base:	805.34	1744.91
Supplement:	27.69	60.00
COLA:		
Gross:	833.03	1804.91

Print

<< Back

Finish

Cancel

Summary Details Balance Info Ded. History

TSC Details

Status:	Pending	<input type="checkbox"/> Pension Date Adjusted
TSC Type:	COJ Time	<input type="checkbox"/> TSC Forced Completion
Last Month Salary:	3898.01	Type Of Purchase: Time
Available Time:	45 Mos 11 Days	Calculation Date: 03/04/2017
Purchase Time:	45 Mos 11 Days	Available Amount: 14147.18
Deduction Amount:		Period Start Date: 09/18/2006
Start Date:		Period End Date: 06/29/2010
		Max Ded. Amount: 14147.18
		Expected End Date:
		Actual End Date:

Comments

Click here to add new comments.

Add Comment to History >

Save	Setup Deduction...	Setup Lump Sum...	Adj Pension Dates...	Force Completion...	Delete
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Add New TSC...

Cancel

ALEX CARRIOR

3/8/2017 2:11:05 PM

SummaryDetailsBalance InfoDed. History

TSC Details

Status:

Pending

☐ Pension Date Adjusted  
☐ TSC Forced Completion

TSC Type:

Military Time

Type Of Purchase:

Time

Last Month Salary:

4751.02

Calculation Date:

03/01/2017

Available Time:

24 Mos

0 Days

Available Amount:

22804.90

Purchase Time:

24 Mos

0 Days

Purchase Amount:

22804.90

Deduction Amount:

Max Ded. Amount:

22804.90

Start Date:

Expected End Date:

Actual End Date:

Period Start Date:

04/08/1998

Period End Date:

04/08/2000

Comments

Click here to add new comments.

Add Comment to History >

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

Status:

Pending

TSC Type:

Military Time

Last Month Salary:

555.99

Available Time:

3 Mos 3 Days

Purchase Time:

3 Mos 21 Days

Deduction Amount:

4037.43

Start Date:

03/01/2017

Period Start Date:

01/03/1994

Period End Date:

05/06/1994

Actual End Date:

Expected End Date:

Max Ded. Amount:

4037.43

Force Completion...

Delete

Add New TSC...

Cancel

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

Add Comment to History >

Comments

TSC Details

Status:

Pending

☐ Pension Date Adjusted

☐ TSC Forced Completion

TSC Type:

COJ Time

Type Of Purchase:

Time

Last Month Salary:

3179.02

Calculation Date:

01/31/2017

Available Time:

36 Mos

0 Days

Available Amount:

9155.58

Period Start Date:

08/24/2009

Purchase Time:

36 Mos

0 Days

Purchase Amount:

9155.58

Period End Date:

08/24/2012

Deduction Amount:

Max Ded. Amount:

9155.58

Start Date:

Expected End Date:

Actual End Date:

Comments

Click here to add new comments.

Add Comment to History >

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

Summary Details Balance Info Ded. History

## TSC Details

Status:	Pending	<input type="checkbox"/> Pension Date Adjusted
TSC Type:	COJ Time	<input type="checkbox"/> TSC Forced Completion
Last Month Salary:	3533.31	Type Of Purchase: Time
Calculation Date:	03/01/2017	
Available Time:	3 Mos 20 Days	Available Amount: 1295.55
Period Start Date:	04/17/2014	
Purchase Time:	3 Mos 20 Days	Purchase Amount: 1295.55
Period End Date:	08/06/2014	
Deduction Amount:		Max Ded. Amount: 1295.55
Start Date:		Expected End Date:
Actual End Date:		

## Comments

Click here to add new comments.

Add Comment to History &gt;

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

Summary Details Balance Info Ded. History

## TSC Details

Status:	Pending	<input type="checkbox"/> Pension Date Adjusted
TSC Type:	COJ Time	<input type="checkbox"/> TSC Forced Completion
Last Month Salary:	3533.31	Type Of Purchase: Time
Calculation Date:	03/01/2017	
Available Time:	54 Mos 20 Days	Available Amount: 19315.43
Purchase Time:	54 Mos 20 Days	Purchase Amount: 19315.43
Deduction Amount:		Max Ded. Amount: 19315.43
Start Date:		Expected End Date:
		Actual End Date:
		Period Start Date: 02/04/2008
		Period End Date: 08/24/2012

## Comments

Click here to add new comments.

Add Comment to History &gt;

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

Summary Details Balance Info Ded. History

## TSC Details

Status:	Pending	<input type="checkbox"/> Pension Date Adjusted
TSC Type:	Military Time	<input type="checkbox"/> TSC Forced Completion
Last Month Salary:	3537.99	Time
Available Time:	24 Mos 0 Days	02/28/2017
Purchase Time:	24 Mos 0 Days	16982.35
Deduction Amount:		16982.35
Start Date:		07/03/2003
		07/04/2006
		Period Start Date:
		Period End Date:
		Actual End Date:

## Comments

Click here to add new comments.

Add Comment to History &gt;

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

Summary Details Balance Info Ded. History

## TSC Details

Status:	Pending		<input type="checkbox"/> Pension Date Adjusted	
TSC Type:	COJ Time		<input type="checkbox"/> TSC Forced Completion	
Last Month Salary:	3359.98		Type Of Purchase:	Time
Available Time:	25 Mos	5 Days	Available Amount:	8455.95
Purchase Time:	25 Mos	5 Days	Purchase Amount:	8455.95
Deduction Amount:			Max Ded. Amount:	8455.95
Start Date:			Expected End Date:	
			Actual End Date:	
			Period Start Date:	07/19/2010
			Period End Date:	08/24/2012

## Comments

Click here to add new comments.

Add Comment to History &gt;

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

Summary Details Balance Info Ded. History

## TSC Details

Status:	Pending	<input type="checkbox"/> Pension Date Adjusted
TSC Type:	Military Time	<input type="checkbox"/> TSC Forced Completion
Last Month Salary:	4013.68	Type Of Purchase: Time
Available Time:	19 Mos 24 Days	Calculation Date: 02/28/2017
Purchase Time:	19 Mos 24 Days	Available Amount: 15894.17
Deduction Amount:		Period Start Date: 08/21/2002
Start Date:		Period End Date: 04/14/2004
		Max Ded. Amount: 15894.17
		Expected End Date:
		Actual End Date:

## Comments

Click here to add new comments.

Add Comment to History &gt;

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

Summary Details Balance Info Ded. History

## TSC Details

Status:	Pending	<input type="checkbox"/> Pension Date Adjusted	
TSC Type:	COJ Time	Type Of Purchase:	Time
Last Month Salary:	3720.99	Calculation Date:	02/28/2017
Available Time:	37 Mos 18 Days	Available Amount:	11192.74
Purchase Time:	37 Mos 18 Days	Purchase Amount:	11192.74
Deduction Amount:		Max Ded. Amount:	11192.74
Start Date:		Expected End Date:	
		Actual End Date:	
		Period Start Date:	08/24/2009
		Period End Date:	10/12/2012

## Comments

Click here to add new comments.

Add Comment to History &gt;

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

Summary Details Balance Info Ded. History

## TSC Details

Status:	Pending	<input type="checkbox"/> Pension Date Adjusted
TSC Type:	COJ Time	<input type="checkbox"/> TSC Forced Completion
Last Month Salary:	4824.00	Type Of Purchase: Time
Available Time:	43 Mos 17 Days	Calculation Date: 03/01/2017
Purchase Time:	43 Mos 17 Days	Available Amount: 16813.25
Deduction Amount:		Purchase Amount: 16813.25
Start Date:		Max Ded. Amount: 16813.25
		Expected End Date:
		Actual End Date:
		Period Start Date: 03/11/2002
		Period End Date: 10/28/2005

## Comments

Click here to add new comments.

Add Comment to History &gt;

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

JAMES D PEACOCK SSI10/31/2016 8:42:12 AM

SummaryDetailsBalance InfoDed. History

TSC Details

Status:

In Progress

☐ Pension Date Adjusted☐ TSC Forced Completion

TSC Type:

Military Time

Type Of Purchase: Time

Last Month Salary:

3199.97

Calculation Date: 09/30/2016

Available Time:

24 Mos0 Days

Available Amount: 15359.86

Period Start Date: 02/03/2004

Purchase Time:

24 Mos0 Days

Purchase Amount: 15359.86

Period End Date: 02/02/2008

Deduction Amount:

118.15

Max Ded. Amount: 15359.86

Start Date:

10/31/2016

Expected End Date: 10/29/2021

Actual End Date:

Comments

Click here to add new comments.

Add Comment to History >

SaveUpdate Deduction...Setup Lump Sum...Adj Pension Dates...Force Completion...Delete

Add New TSC...Cancel

Summary Details Balance Info Ded. History

## TSC Details

Status: Pending ☐ Pension Date Adjusted ☐ TSC Forced Completion

TSC Type: COJ Time Type Of Purchase: Time

Last Month Salary: 3384.98 Calculation Date: 03/01/2017

Available Time: 54 Mos 0 Days Available Amount: 14623.11 Period Start Date: 02/05/2009

Purchase Time: 54 Mos 0 Days Purchase Amount: 14623.11 Period End Date: 08/24/2012

Deduction Amount: Max Ded. Amount: 14623.11

Start Date: Expected End Date: Actual End Date:

## Comments

Click here to add new comments.

Add Comment to History &gt;

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

AARON J ROE

3/10/2017 11:04:56 AM

Summary

Details

Balance Info

Ded. History

TSC Details

Status:

Pending

☐ Pension Date Adjusted

TSC Type:

COJ Time

☐ TSC Forced Completion

Last Month Salary:

4608.02

03/01/2017

Available Time:

60 Mos

0 Days

22118.50

12/13/2004

Purchase Time:

60 Mos

0 Days

22118.50

01/04/2010

Deduction Amount:

22118.50

Start Date:

Actual End Date:

Comments

Click here to add new comments.

Add Comment to History >

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

Summary Details Balance Info Ded. History

## TSC Details

Status:	Pending	<input type="checkbox"/> Pension Date Adjusted	
		<input type="checkbox"/> TSC Forced Completion	
TSC Type:	COJ Time	Type Of Purchase:	Time
Last Month Salary:	4608.02	Calculation Date:	03/01/2017
Available Time:	52 Mos 14 Days	Available Amount:	19341.40
Purchase Time:	52 Mos 14 Days	Purchase Amount:	19341.40
Deduction Amount:		Max Ded. Amount:	19341.40
Start Date:		Expected End Date:	
		Actual End Date:	
		Period Start Date:	12/13/2004
		Period End Date:	04/27/2009

## Comments

Click here to add new comments.

Add Comment to History &gt;

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

Summary Details Balance Info Ded. History

## TSC Details

Status:	Pending	<input type="checkbox"/> Pension Date Adjusted	
TSC Type:	Other Govt	<input type="checkbox"/> TSC Forced Completion	
Last Month Salary:	5191.03	Type Of Purchase:	Time
Available Time:	23 Mos 7 Days	Calculation Date:	02/28/2017
Purchase Time:	23 Mos 7 Days	Available Amount:	24120.99
Deduction Amount:		Purchase Amount:	24120.99
Start Date:		Max Ded. Amount:	24120.99
		Expected End Date:	
		Period Start Date:	04/21/2000
		Period End Date:	03/28/2002
		Actual End Date:	

## Comments

Click here to add new comments

Add Comment to History &gt;

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

TAIME VINER

4/24/2017 11:37:01 AM

Summary

Details

Balance Info

Ded. History

TSC Details

Status:

Pending

☐ Pension Date Adjusted

TSC Type:

Other Govt

☐ TSC Forced Completion

Last Month Salary:

4653.00

03/01/2017

Available Time:

24 Mos

16 Days

22830.72

Period Start Date:

10/16/2006

Purchase Time:

24 Mos

16 Days

22830.72

Period End Date:

11/01/2008

Deduction Amount:

22830.72

Start Date:

Expected End Date:

Actual End Date:

Comments

Click here to add new comments.

Add Comment to History >

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

Summary Details Balance Info Ded. History

## TSC Details

Status:	Pending	<input type="checkbox"/> Pension Date Adjusted	
TSC Type:	Military Time	Type Of Purchase:	Time
Last Month Salary:	4853.01	Calculation Date:	03/01/2017
Available Time:	24 Mos 0 Days	Available Amount:	23294.45
Purchase Time:	24 Mos 0 Days	Purchase Amount:	23294.45
Deduction Amount:		Max Ded. Amount:	23294.45
Start Date:		Expected End Date:	
		Actual End Date:	
		Period Start Date:	03/29/2006
		Period End Date:	03/29/2008

## Comments

Click here to add new comments.

Add Comment to History &gt;

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

Summary Details Balance Info Ded. History

## TSC Details

Status:	Pending	<input type="checkbox"/> Pension Date Adjusted
TSC Type:	COJ Time	<input type="checkbox"/> TSC Forced Completion
Last Month Salary:	4608.02	Type Of Purchase: Time
Available Time:	58 Mos 12 Days	Calculation Date: 03/01/2017
Purchase Time:	58 Mos 12 Days	Available Amount: 21528.67
Deduction Amount:		Purchase Amount: 21528.67
Start Date:		Max Ded. Amount: 21528.67
		Expected End Date:
		Period Start Date: 08/23/2004
		Period End Date: 07/05/2009
		Actual End Date:

## Comments

Click here to add new comments.

Add Comment to History &gt;

Save

Setup Deduction...

Setup Lump Sum...

Adj Pension Dates...

Force Completion...

Delete

Add New TSC...

Cancel

# Setup Wizard

## Total Balance

SP Gross Balance: 1500.65 Payouts: 1500.65 Holdback: 0 Available Balance: 0.00

## Lump Sum Details

Lump Sum Check Amount: 1500.65

## Rollover Details

Rollover Amount:

## Total Refund Amount

Total Payout Amount: 1500.65

## Index Code

Index Code: PFPF621SHARE

Verify Share Plan Contribution...

<< Back

Next >>

Cancel

## Plan

Pension Plan: 63 Police/Fire Pension Fund Pen. Type: Employee  
Pension Class: DROP Bi-Weekly Payout  
Pension Index: PFPF62163PTS Length of Service: 20 Yrs 0 MOS

## Pay Status

Frequency: Bi-Weekly Days to be Paid: 14  
Pay Status: Y Daily Base Rate: 106.469300  
Adjustment: Create Adjustment ...

## Pay Components

	Bi-Weekly	Monthly
Pension Base:	1490.57	3229.57
Supplement:	46.15	100.00
COLA Base:	1628.79	3529.05
COLA Amount:	138.22	299.48
S/R Adjustment:		
DROP:	491.56	1065.05
Bonus:		
Total Earnings:	2166.50	4694.10

## Tax

☐ No Tax Tax Marital Status: Married Exemption: 0  
Fixed Withholding: Additional Withholding: Tax Percentage: %  
Tax Free Amount/PR: Post Tax Begin Contribution: Post Tax Rem. Contribution:

## Dates

Proj. Vested Ret. Date: Retire/DROP Date: 01/04/2014 Spouse Effective Date:   
COLA Start Date: 01/01/2015 Annual Cert. Date: Annual Cert. Flag:   
Retire Termination Date: Termination Reason:

Save

Cancel

Details Ledger

## Ledger Details

Transaction Type	Debit Amount	Credit Amount	Date	Phase	Remarks	Rate
► DROP Phase 2 Conversion In	145381.17		03/14/2017	2		
DROP Phase 1 Conversion Out		145381.17	03/14/2017	1		
DROP Phase 1 Interest Adjustme	328.68		03/14/2017	1		
DROP Phase 1 Bi-Weekly Deposit	1628.79		03/10/2017	1		8.4%
DROP Phase 1 Interest	957.06		02/28/2017	1		
DROP Phase 1 Bi-Weekly Deposit	1628.79		02/24/2017	1		8.4%
DROP Phase 1 Bi-Weekly Deposit	1628.79		02/10/2017	1		
DROP Phase 1 Interest	928.28		01/31/2017	1		8.4%
DROP Phase 1 Bi-Weekly Deposit	1628.79		01/27/2017	1		
DROP Phase 1 Bi-Weekly Deposit	1628.79		01/13/2017	1		
DROP Phase 1 Interest	889.55		12/31/2016	1		8.4%
DROP Phase 1 Bi-Weekly Deposit	1581.35		12/30/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1581.35		12/16/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1581.35		12/02/2016	1		8.4%
DROP Phase 1 Interest	861.88		11/30/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1581.35		11/18/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1581.35		11/04/2016	1		8.4%
DROP Phase 1 Interest	834.40		10/31/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1581.35		10/21/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1581.35		10/07/2016	1		8.4%
DROP Phase 1 Interest	807.11		09/30/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1581.35		09/23/2016	1		

Refresh

Save

Phase 1 Balance

Drop Transfer

Adjustment...

Cancel

## Plan

Pension Plan: 63 Police/Fire Pension Fund  Pen. Type:   
Pension Class: DROP Bi-Weekly Payout   
Pension Index: PFP62163PTS  Length of Service: 25 Yrs  MOS

## Pay Status

Frequency: Bi-Weekly  Days to be Paid: 7  
Pay Status: Y  Daily Base Rate: 154.711691  
Adjustment:

## Tax

☐ No Tax ☐ Tax Marital Status: Married  Exemption: 1  
Fixed Withholding:  Tax Percentage: %  
Tax Free Amount/PR: 0.53  Post Tax Begin Contribution: 474.60  Post Tax Rem. Contribution: 474.60

## Dates

Proj. Vested Ret. Date:  Retire/DROP Date: 04/14/2012  Spouse Effective Date:   
COLA Start Date: 01/01/2013  Annual Cert. Date:  Annual Cert. Flag:   
Retire Termination Date:  Termination Reason:

## Pay Components

	Bi-Weekly	Monthly
Pension Base:	2165.96	4692.92
Supplement:	57.69	125.00
COLA Base:	2510.94	5440.37
COLA Amount:	344.98	747.46
S/R Adjustment:		
DROP:	1265.77	2742.50
Bonus:		
Total Earnings:	3834.40	8307.88

Save

Cancel

Details Ledger

Ledger Details

Transaction Type	Debit Amount	Credit Amount	Date	Phase	Remarks	Rate
► DROP Phase 2 Conversion In	360135.95		03/03/2017	2		
DROP Phase 1 Conversion Out		360135.95	03/03/2017	1		
DROP Phase 1 Interest Adjustme	246.56		03/03/2017	1		
DROP Phase 1 Principal Adjustme	1255.47		03/03/2017	1		
DROP Phase 1 Interest	2414.48		02/28/2017	1		8.4%
DROP Phase 1 Bi-Weekly Deposit	2510.94		02/24/2017	1		
DROP Phase 1 Bi-Weekly Deposit	2510.94		02/10/2017	1		
DROP Phase 1 Interest	2363.71		01/31/2017	1		8.4%
DROP Phase 1 Bi-Weekly Deposit	2510.94		01/27/2017	1		
DROP Phase 1 Bi-Weekly Deposit	2510.94		01/13/2017	1		
DROP Phase 1 Interest	2297.63		12/31/2016	1		8.4%
DROP Phase 1 Bi-Weekly Deposit	2437.81		12/30/2016	1		
DROP Phase 1 Bi-Weekly Deposit	2437.81		12/16/2016	1		
DROP Phase 1 Bi-Weekly Deposit	2437.81		12/02/2016	1		
DROP Phase 1 Interest	2248.65		11/30/2016	1		8.4%
DROP Phase 1 Bi-Weekly Deposit	2437.81		11/18/2016	1		
DROP Phase 1 Bi-Weekly Deposit	2437.81		11/04/2016	1		
DROP Phase 1 Interest	2200.01		10/31/2016	1		8.4%
DROP Phase 1 Bi-Weekly Deposit	2437.81		10/21/2016	1		
DROP Phase 1 Bi-Weekly Deposit	2437.81		10/07/2016	1		
DROP Phase 1 Interest	2151.69		09/30/2016	1		8.4%
DROP Phase 1 Bi-Weekly Deposit	2437.81		09/23/2016	1		

Cancel

Adjustment...

Drop Transfer

Phase 1 Balance

Save

Refresh

Plan		Pay Components	
Pension Plan:	63 Police/Fire Pension Fund	Bi-Weekly	Monthly
Pension Class:	DROP Bi-Weekly Payout	1495.25	3239.70
Pension Index:	PFPF62163PTS	46.15	100.00
	Length of Service: 20 Yrs 1 MOS	1682.92	3646.33
		187.67	406.62
Pay Status			
Frequency:	Bi-Weekly	S/R Adjustment:	
Pay Status:	Y	730.54	1582.84
Adjustment:	Create Adjustment ...	Bonus:	
		2459.61	5329.16
Tax			
	<input type="checkbox"/> No Tax	Exemption: 2	
Fixed Withholding:		Tax Percentage: %	
Tax Free Amount/PR:		Post Tax Rem. Contribution:	
Dates			
Proj. Vested Ret. Date:		Spouse Effective Date:	
COLA Start Date:	01/01/2014	Annual Cert. Flag:	
Retire Termination Date:		Termination Reason:	

Save Cancel

Details Ledger

## Ledger Details

Transaction Type	Debit Amount	Credit Amount	Date	Phase	Remarks	Rate
► DROP Phase 2 Conversion In	215182.56		03/14/2017	2		
DROP Phase 1 Conversion Out		215182.56	03/14/2017	1		
DROP Phase 1 Interest Adjustme	439.68		03/14/2017	1		
DROP Phase 1 Principal Adjustme		120.21	03/14/2017	1		
DROP Phase 1 Bi-Weekly Deposit	1682.92		03/10/2017	1		
DROP Phase 1 Interest	1432.62		02/28/2017	1		8.4%
DROP Phase 1 Bi-Weekly Deposit	1682.92		02/24/2017	1		
DROP Phase 1 Bi-Weekly Deposit	1682.92		02/10/2017	1		
DROP Phase 1 Interest	1399.86		01/31/2017	1		8.4%
DROP Phase 1 Bi-Weekly Deposit	1682.92		01/27/2017	1		
DROP Phase 1 Bi-Weekly Deposit	1682.92		01/13/2017	1		
DROP Phase 1 Interest	1356.83		12/31/2016	1		8.4%
DROP Phase 1 Bi-Weekly Deposit	1633.90		12/30/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1633.90		12/16/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1633.90		12/02/2016	1		
DROP Phase 1 Interest	1325.26		11/30/2016	1		8.4%
DROP Phase 1 Bi-Weekly Deposit	1633.90		11/18/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1633.90		11/04/2016	1		
DROP Phase 1 Interest	1293.89		10/31/2016	1		8.4%
DROP Phase 1 Bi-Weekly Deposit	1633.90		10/21/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1633.90		10/07/2016	1		
DROP Phase 1 Interest	1262.75		09/30/2016	1		8.4%

Refresh

Save

Phase 1 Balance

Drop Transfer

Adjustment...

Cancel



**CONSULTING AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
CANINE AGGRESSION CONSULTING LLC  
FOR  
CONSULTING SERVICES FOR ANIMAL CARE AND PROTECTIVE SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into in duplicate this 20 day of March, 2017 (the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (the "City"), and CANINE AGGRESSION CONSULTING LLC, a Florida limited liability company, with offices at 1435 Oak Haven Road, Jacksonville, Florida 32207 (the "Consultant"), for consulting services for City's Animal Care and Protective Services ("ACPS") department.

**WITNESSETH:**

**WHEREAS**, Consultant is a recognized expert in canine behavior and shelter management and operations; and

**WHEREAS**, City has made a sole source administrative award (Bid No. SS-0418-17) to Consultant for a position as the ACPS Consultant; and

**WHEREAS**, City and Consultant have negotiated mutually satisfactory terms for the consulting services as set forth in this Agreement; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained, City hereby engages Consultant in accordance with the following:

**ARTICLE 1: Engagement of Consultant**

1.01. City hereby engages Consultant and Consultant hereby accepts said engagement for the purpose of providing to City the services set forth in the Scope of Services, attached hereto as

**Exhibit A** and incorporated herein by this reference (the “Services”).

1.02. If any services, functions, or responsibilities not specifically described in the Scope of Services are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Scope of the Services to the same extent and in the same manner as if specifically described in this Agreement and/or the Scope of Services.

**ARTICLE 2: Duration of Agreement, Termination and Default**

2.01. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein for up to one (1) year unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days’ prior written notice to the other party to this Agreement. This Agreement may be renewed for up to two (2), one (1)-year renewal options by (i) the City in its sole discretion, upon written notice to Consultant at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties. City may terminate this Agreement without cause by giving of not less than sixty (60) days prior written notice to Consultant.

2.02. Should either party default in its obligations under this Agreement, the non-defaulting party shall provide written notice to the defaulting party of the default. The defaulting party shall be given ten (10) business days from receipt of the notice of default (or any such other amount of time agreed to by the parties in writing) to remedy the default. If the default is not remedied within such time frame, the non-defaulting party may terminate this Agreement as provided in Section 2.01 hereof.

2.03. Notwithstanding the foregoing or any other provision of this Agreement to the

contrary, City may terminate this Agreement at any time in the event of loss of funding for any reason by giving Consultant twenty-four (24) hours' oral notice with written confirmation following. In the event this Agreement is terminated, Consultant shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs, and the fees associated with an orderly close-out of the work to the extent authorized in writing by City.

2.04. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in the event of a default, the non-defaulting party shall be entitled to all available remedies at law or equity.

### **ARTICLE 3. Meetings and Public Hearings**

Consultant will attend all meetings and public hearings relative to the Services being performed by it where its presence is determined to be necessary and requested by City and Consultant can reasonably schedule its appearance.

### **ARTICLE 4: Payments for Services of Consultant**

4.01. City will compensate Consultant for the Services rendered hereunder in accordance with the following terms:

4.01.01. Consultant's fee shall be paid a billable rate of \$60.00 per hour of services rendered for the term of this Agreement. Payments shall be made no more often than bi-weekly, upon submission of detailed invoices detailing the work performed in conformance with this Agreement.

4.01.02. The maximum indebtedness of City for all fees, reimbursable items, or other costs for Services provided by Consultant pursuant to this Agreement shall not

exceed the sum of SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$65,000.00) for the term of this Agreement.

4.02 Consultant is not eligible for reimbursement for business and/or travel expenses.

4.03 It is anticipated Consultant shall work no more than twenty-five hours per week in connection with this Agreement. Any hours in excess thereof shall require prior written approval of the City.

4.04. City's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds for the Services and this Agreement.

**ARTICLE 5: Indemnity    See Exhibit B**

**ARTICLE 6: Insurance    See Exhibit C**

**ARTICLE 7: Standard of Care/Licenses**

In providing the Services under this Agreement, Consultant shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar services. Consultant must, at Consultant's own cost and expense and at no cost and expense to City, obtain, keep, and maintain during the entire term of this Agreement all licenses, permits, registrations, and other documentation (collectively "Licenses") required by any level of government, federal, state, or local, to perform and provide Services under this Agreement. Failure to obtain, keep, and maintain such Licenses is a material breach of this Agreement and shall justify termination hereof immediately, in the sole discretion of City, notwithstanding any other provision of this Agreement to the contrary.

**ARTICLE 8: Nonwaiver**

Failure by either party to insist upon strict performance of any of the provisions hereof,

either party's failure or delay in exercising any rights or remedies provided herein, City's payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

#### **ARTICLE 9: Compliance with State and Other Laws/Licenses and Certifications**

In the provision of the Services, Consultant must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law).

#### **ARTICLE 10: Governing State Law/Venue/Severability**

The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.

#### **ARTICLE 11: Contract Managers**

Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to

the terms of this Agreement. As of the Effective Date, City's Contract Manager is Stephanie Burch, and the Consultant's Contract Manager is James W. Crosby. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Agreement amendments and may be provided via email.

#### **ARTICLE 12: Notices**

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

As to the City:

City of Jacksonville  
Neighborhoods Department  
214 Hogan Street, N., 7<sup>th</sup> Floor  
Jacksonville, Florida 32202  
Attn: Stephanie Burch

With Copy to:

Office of General Counsel  
City of Jacksonville  
Attn: Government Operations  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202

As to the Consultant:

Canine Aggression Consulting, LLC  
1435 Oak Haven Road  
Jacksonville, Florida 32207  
Attn: James W. Crosby

#### **ARTICLE 13: Article Headings**

Article headings appearing herein are inserted for convenience or reference only and shall

in no way be construed to be interpretations of text.

#### **ARTICLE 14: Construction**

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party which physically prepared this Agreement.

#### **ARTICLE 15: Successors and Assigns/Personal Liability**

City and Consultant each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by Consultant of its interests in this Agreement without the prior written consent of City shall be void, in the sole discretion of City. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, or agent of City.

#### **ARTICLE 16: Ethics in Professional Service Agreements**

Consultant represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*.

#### **ARTICLE 17: Conflict of Interest**

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with City, to the extent the parties are aware of the same.

#### **ARTICLE 18: Non-Discrimination Provisions**

In conformity with the requirements of Section 126.404, *Ordinance Code*, the Consultant represents that it has adopted and will maintain a policy of non-discrimination against employees

or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. The Consultant agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Chapter 126, Part 4 of the Ordinance Code, provided however, that the Consultant shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. The Consultant agrees that, if any of its obligations to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section 20.12 shall be incorporated into and become a part of the subcontract.

#### **ARTICLE 19: Contingent Fees Prohibited**

In conformity with Section 126.306, Ordinance Code, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

#### **ARTICLE 20: Public Entity Crimes Notice**

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida 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 a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a Consultant under a contract with any public entity; or, transact business with any public entity in excess of \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

#### **ARTICLE 21: Venue; Applicable Law; Attorneys' Fees**

The rights, obligations and remedies of the parties specified under this Agreement shall be interpreted and governed in all respects by the laws of the State of Florida. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Duval County, Florida, or in the Federal District Court for the Middle District of Florida, Jacksonville Division. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement. Each party shall be responsible for its own attorneys' fees and costs in connection with any legal action related to this Agreement.

#### **ARTICLE 22: Records Retention/Audit**

The Consultant:

22.01 To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the City under this Agreement.

22.02 To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the date of final payment by the City under this Agreement, including auditable records pertaining to jobs filled by third-party employers. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the City.

22.03 Upon demand, at no additional cost to the City, to facilitate the duplication and transfer of any records or documents during the required retention period.

22.04 To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by personnel duly authorized by the City.

22.05 At all reasonable times for as long as records are maintained, to allow persons duly authorized by the City full access to and the right to examine any of the Consultant's contracts and related records and documents, regardless of the form in which kept.

22.06 To ensure that all related party transactions are disclosed to the City.

22.07 To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments of this Agreement.

22.08 To permit persons duly authorized by the City to inspect and copy any records, papers, documents, facilities, goods and services of the Consultant which are relevant to this Agreement, and to interview any employees and subcontractor employees of the Consultant to assure the City of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the City will deliver to the Consultant a written report of its findings and

request for development by the Consultant of a corrective action plan where appropriate. The Consultant hereby agrees to timely correct all deficiencies identified in the corrective action plan.

**ARTICLE 23: Entire Agreement/Amendments**

This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Consultant hereunder. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendments to this Agreement or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

**ARTICLE 24: Incorporation by Reference**

The "Whereas" recitals at the beginning of this Agreement are true and correct and, by this reference, are made a part hereof and are incorporated herein. Similarly, all exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein.

**ARTICLE 25: Order of Precedence**

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority in decreasing order of precedence shall be: 1) fully executed amendment; 2) provisions in this Agreement; and, 3) exhibits to this Agreement.

**ARTICLE 26: Counterparts**

This Agreement and all amendments hereto may be executed in several counterparts, each

of which shall be deemed an original and all of such counterparts together shall constitute one and the same instrument.

**ARTICLE 27: Independent Contractor**

In the performance of this Agreement, the Consultant will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint-venturer or association of the City. The Consultant and its employees or agents shall be solely responsible for the means, method, technique, sequences and procedures utilized by the Consultant in the performance of this Agreement.

**[Remainder of page left blank intentionally; signatures on following page.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day  
and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain, Jr.  
Corporation Secretary



Lenny Curry  
Mayor

Sam E. Mousa  
Chief Administrative Officer  
For: Mayor Lenny Curry  
Under Authority of:  
Executive Order No. 2015-05

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify  
that there is an unexpended, unencumbered, and unimpounded balance in the appropriation  
sufficient to cover the foregoing agreement, and that provision has been made for the payment of  
monies provided therein to be paid.

[Signature]  
Director Finance  
10289

Form Approved:

[Signature]  
Office of General Counsel

WITNESS:

CANINE AGGRESSION CONSULTING  
LLC, a Florida limited liability company

By Margie Petraglia  
Signature  
Margie Petraglia  
Type/Print Name

By [Signature]  
Name Printed: James W. Crosby  
Its: \_\_\_\_\_

## **Exhibit A**

### **Scope of Services**

Advise as to local laws applicable to ACPS functions and make recommendations to improve training and effectiveness of the ACPS Enforcement branch. Enhance the cooperative relationship between ACPS Enforcement and various branches of government.

Advise on and assist in implementing best practices, policies, and procedures across shelter operations and projects.

Advise on recommended organizational changes, focused on unity of mission, public service, and the health and safety of humans and animals in the Jacksonville community.

As directed by the Director of ACPS, actively interface with community animal welfare groups to enhance cooperation and coordination of resources and programs.

Make recommendations to enhance the training of ACPS personnel and increase professionalism of all staff.

Advise on possible methods to reduce and eliminate the needless killing of shelter animals while ensuring positive focus on public health and safety.

Offer expert consulting services to improve overall ACPS operations.

Advise and assist City in investigations and/or review of ACPS operations and complaints.

Consultant shall not provide supervisory or administrative services.

## **EXHIBIT B INDEMNIFICATION**

Consultant shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

## EXHIBIT C INSURANCE REQUIREMENTS

Without limiting its liability under this Agreement, Consultant shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Consultant shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

### Insurance Coverages

Schedule	Limits
<b>Worker's Compensation Employer's Liability</b>	Florida Statutory Coverage \$ 100,000 Each Accident \$ 500,000 Disease Policy Limit \$ 100,000 Each Employee/Disease

This insurance shall cover the Consultant (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

<b>Commercial General Liability</b>	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

<b>Automobile Liability</b>	\$1,000,000	Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Agreement)		

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

**Professional Liability****\$1,000,000 per Claim and Aggregate**

Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy.

**Additional Insurance Provisions**

- A. **Additional Insured:** All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- B. **Waiver of Subrogation.** All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. **Consultant's Insurance Primary.** The insurance provided by the Consultant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Consultant. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.
- E. **Consultant's Insurance Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of the Consultant or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- F. **Waiver/Estoppel.** Neither approval by City nor failure to disapprove the insurance furnished by Consultant shall relieve Consultant of Consultant's full responsibility to provide insurance as required under this Agreement.
- G. **Certificates of Insurance.** Consultant shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an

approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

- I. Notice. The Consultant shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Consultant, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Consultant under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. Special Provisions: Prior to executing this Agreement, Consultant shall present this Agreement and Exhibit B & C to its Insurance Agent affirming: (1) that the Agent has personally reviewed the insurance requirements of the Agreement, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Consultant.

**ADMINISTRATIVE AWARD**  
**BID No.: SS-0418-17**

**DESCRIPTION OF GOODS/SERVICES:**

Recommend approval of Sole Source award to Canine Aggression Consulting, LLC., to provide a consultant for the Animal Care and Protective Services Division. Period of service will be one year from executed contract, with two (2), one (1) year renewal options. The total estimated expenditure not to exceed \$65,000.00 per year or \$60.00 per hour.

**FUNDING SOURCE:** ERAC011-03109, to be executed by Formal Contract through Office of General Counsel

**FOR AGENCY/DEPARTMENT:** Animal Care and Protective Services Division

**REQUISITION NUMBERS:** N/A

**NUMBER FIRMS SOLICITED:** N/A

**NUMBER FIRMS BIDDING:** N/A

**REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:**

Exempt under 126.206 Non-competitive purchases.

**RECOMMEND AWARD TO:** Canine Aggression Consulting, LLC.

**CONCURRENCE BY:** Stephanie Burch, Director, Neighborhoods Department

**PRICE:** \$65,000.00 or \$60.00/hr.

**TERMS:** Net 30

**REASON FOR NOT ACCEPTING LOW BID:**

N/A

  
\_\_\_\_\_  
Analyst

2/17/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Assistant Manager of Purchasing Services

2/17/2017  
\_\_\_\_\_  
Date

**APPROVAL:**

  
\_\_\_\_\_  
Gregory Pease, Chief, Procurement Division Date 2/21/17



**April 3, 2017 13:51 EST**

**OFFICIAL CERTIFICATION LETTER FROM 3RD PARTY INDEPENDENT  
TABULATION COMPANY**

251 S 18<sup>th</sup> St Suite 704 Arlington, VA 22202  
Tel: 1.800.VOTENET Fax: 202.737.2283

Generated On: April 3, 2017 13:51 EST

Pursuant to the request of the client who designated Votenet Solutions, Inc. to implement its online voting solutions, eBallot4, to authenticate eligible voters and tabulate submissions for the **Fire Pension Advisory Committee Member** for the period March 27, 2017 – March 31, 2017 through a secure voting site at [eballot4.votenet.com/jpfpf](http://eballot4.votenet.com/jpfpf).

After completing our audit process, Votenet Solutions, Inc. hereby certifies that during the course of the event that eBallot was performing optimally, experienced no downtime and never experienced a security lapse.

After checking our multiple results databases for tampering by technicians, Votenet Solutions, Inc. further certifies that the results in both databases match and the online vote was conducted fairly and honestly.

It is our opinion that online submissions for your event were tabulated in a fair and impartial way and are deemed accurate.



**Michael Tuteur**  
President and Chief Executive Officer Votenet Solutions, Inc.

**Total Number of Eligible Voters: 1225**  
**Number of Valid Online Ballots Cast: 193**  
**Overall Participation: 15.76%**

## **Results**

Election: Fire Pension Advisory Committee Member

Results by Question

Fire Pension Advisory Committee Member

Total Voters:**1225**

Choice	Votes	Percentage
Timothy C. Pickering	61	32
Christopher W. Stover	130	68