



HISTORIC TOWN OF EATONVILLE, FLORIDA

COUNCIL WORKSHOP AGENDA

Tuesday, September 05, 2023 at 6:30 PM

Town Hall - 307 E Kennedy Blvd

AMENDED

I. CALL TO ORDER

II. COUNCIL DISCUSSION

1. Discuss Adopting An Ordinance on Homelessness in the Town of Eatonville
(**Councilwoman Randolph**)
2. Discuss and Consider Collaborative Effort for a Breast Cancer Awareness
(Councilwoman Randolph)
3. Discuss the Bruce and Winnie Mount Scholarship Program (**Administration/Clerk**)
4. Discuss Updates/Review the Revised Vetted Agreement for the FILEBANK Record Management (**Clerk**)

III. ADJOURNMENT

The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

****PUBLIC NOTICE****

This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

SEPTEMBER 05, 2023 AT 06:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discussion of Ordinance on Homelessness in the Town of Eatonville

(Councilwoman Randolph)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE
INTRODUCTIONS		Exhibits: N/A
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: To discuss an Ordinance on Homelessness within the Town of Eatonville.

SUMMARY: The Town of Eatonville has recently been experiencing an increase in homelessness. In a wooded area just barely outside of the Town of Eatonville boundaries, homelessness is prevalent. The individuals were displaced by the owner having equipment to clean up the area. Sources stated that there were approximately 20 or more residing in the wooded area along Forest City Road and business districts living in deplorable and unsanitary conditions. Homelessness has an effect on mental illnesses, crime, and housing. It is important to provide critical resources in understanding the needs and characteristics of people experiencing homelessness in the Town of Eatonville. An ordinance will help our community with addressing related to instability among homeless individuals within the Town.

The topic on Homeless in Eatonville was discussed at the Town Council meeting on May 2, 2023. It is being brought back to further discuss adopting an Ordinance for addressing the homeless situation in the Town. A sample ordinance is being provided for the Council to review and offer feedback ordinance for the Town. The sample is only a guide and may or may not present language that will not be relevant to the town's needs.

RECOMMENDATION: Recommend Town Council discuss an Ordinance on Homelessness within the Town of Eatonville.

FISCAL & EFFICIENCY DATA: N/A

ORDINANCE 483

AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA TO REGULATE AND CONTROL THE APPLICATION, REVIEW, PERMITTING PROCESSES, AS WELL AS THE REGULATION AND ANNUAL EVALUATION OF ANY AND ALL HOMELESS SHELTERS; PROVIDING FOR APPROPRIATE LOCATIONS FOR SUCH FACILITIES; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of City Commissioners of the City of Port St. Joe, Florida (hereinafter “Commissioners”), find and determine that the City of Port St. Joe (hereinafter “City”) Land Development Regulations and its regulations were intended to maintain and improve the quality of life for all citizens of the City; and

WHEREAS, the Commissioners seek to preserve the public peace, community tranquility, health, safety and general welfare of all citizens of the City, and

WHEREAS, the Commissioners find and determine that the City has adopted Land Development Regulations in order to implement its Comprehensive Plan and to comply with the requirements of the laws of State of Florida, including the regulation of land use within the City of Port St. Joe for the purpose of establishing homeless shelters in conjunction with the development of land; and

WHEREAS, in order to carry out the purposes of the Florida Statutes and the purposes of the City’s Land Development Regulations, the Commissioners find and determine that the City’s Land Development Regulations should regulate homeless shelters, including by designating restricted or prohibited uses, as well as the proper procedures for application, review, location, permitting and financial public support for such homeless shelters; and

WHEREAS, the Commissioners find and determine that the City of Port St. Joe Comprehensive Plan Objective 1.3 is to reduce the extent of land uses that are incompatible with the Comprehensive Plan by implementing Land Development Regulations consistent with the stated policies; and

WHEREAS, the Commissioners have determined following public hearings, careful evaluation of both the research and experience of neighboring communities and their approach and process for enabling those in need of such homeless shelter, that such services should be provided with the condition that the facility is not contrary nor inconsistent with one or more of the purposes of the Comprehensive Plan and the Land Development Regulations, and by prescribing the proper process, application, review, evaluation, permitting and funding of such facility; and

WHEREAS, the Commissioners have determined the need to address the City’s Land Development Regulations relative to homeless shelters, and wishes to ensure that the City’s Land Development Regulations as they relate to a homeless shelter are in compliance with all constitutional and other legal requirements; and

WHEREAS, the Commissioners find and determine that the Comprehensive Plan requires the City to manage land development in such a way that the health, safety, social, and economic well-being of the citizens of the City of Port St. Joe is ensured; and

WHEREAS, the predominant concern in establishing homeless shelter regulations for the development and use of land is with any adverse secondary effects, and not with the intent nor mission of such a homeless shelter; and

WHEREAS, the Commissioners wish to enable and provide the proper process to establish a homeless shelter while also recognizing that the operation of such facilities in a Florida community can create atypical and extraordinary obligations and additional burdens on the demand for City services and support; and

WHEREAS, the Commissioners find, based on information presented at public hearings, staff review of both established regional and national studies as well as the review of expert testimony regarding the issue of homelessness in surrounding communities that the operation of a homeless shelter has consistently resulted in significant increased police activities, increased activity of emergency management personnel, staff and resources and ultimately a demand on the social services and structure of those municipalities and communities directly providing and supporting the users of a homeless shelter; and

WHEREAS, the purpose of this ordinance is to authorize the operation of shelters for homeless persons within the City of Port St. Joe under circumstances which assure the public protection while also securing and enhancing the health, safety and welfare of all city residents along with Participants, consistent with the Comprehensive plan; and

WHEREAS, the Commissioners strive to balance the Comprehensive Plan mandate to maintain and improve the quality of life for all citizens while also providing an outlet and ability to offer adequate support services for shelter occupants with proper regulation and oversight; and

WHEREAS, the Commissioners find and determine that a major deterrent to a decline is a healthy civic pride, and further note the importance of an interest in maintaining a civic pride, public health and safety and strong internal community support and therefore seek to provide the ability to provide homeless individuals shelter in an orderly, structured and responsible community based approach that recognizes the need for both the homeless assistance while maintaining the City of Port St. Joe’s civic pride; and

WHEREAS, the Commissioners find and determine that the City of Port St. Joe Comprehensive Plan intent and goal is to seek a well planned community that can attract and retain the kinds of residence, business and industry that it desires and can avoid any blight and deterioration that cause depreciation of property values and to that end the Commissioners have

Section 4. Burden of proof

An applicant for a permit under this chapter has the burden of demonstrating each of the following elements:

- A. The proposed facility is appropriate for the shelter under consideration;
- B. The proposed location for the shelter is appropriate, given proximity, for example, to schools, churches etc. and complies with the requirements of Section 7 of this ordinance;
- C. The shelter’s participants will be provided basic necessities of life, such as food and clothing;
- D. The shelter’s participants will receive any necessary medical treatment, and have adequate access to social services and other support services such as counseling for employment and permanent housing opportunities;
- E. The shelter will provide transportation for shelter residents as may be needed to implement the shelter’s program, particularly to any off-site location where services are proposed provided;
- F. The shelter will provide adequate on-site supervision and security;
- G. The shelter’s operating rules provide for immediate termination of participant’s services and provide an immediate plan for transportation out of the City of any participant who engages in criminal activity;
- H. The shelter will provide adequate coordination with the police department for the provision of screening and security functions;
- I. The shelter will provide a community liaison to ensure sufficient avenues of communication with the neighborhood and effective response to complaints from citizens;
- J. Adequate police services are capable of being provided and are available;
- K. The facility and location comply with applicable provisions of the City’s building and zoning ordinances;
- L. The applicant and its staff possess the requisite education and experience to properly manage the shelter;
- M. The facility and its professionals submit sufficient plans demonstrating the rehabilitation, training, life counseling and calendar for progression through educational and/or vocational endeavors to the participant;
- N. The applicant is prepared to pay the permit fee described in Section 6 of this ordinance.

Section 5. Public hearing – Decision – Term

Because of the potential for additional law enforcement, emergency management services and other public services required by this land use, a homeless Shelter is hereby designated as a Level 2 Major Development and shall be reviewed as such according to the requirements of Section 2.03 of the Land Development Regulations. The term of the permit shall not exceed twelve (12) months.

sought to ensure adequate protection for residents within the City in which a shelter is specifically located; and

WHEREAS, The Commissioners find and determine that tourism is a significant and important economic activity within the community and that a homeless shelter land use is incompatible with tourist related land use and economic activities; and

WHEREAS, the Commissioners find and determine that the following ordinance is consistent with all applicable policies of the City, including its Comprehensive Plan and Land Development Regulations, and is not in conflict with the public interest, and will not result in incompatible land uses;

NOW THEREFORE, BE IT ENACTED, by the People of the City of Port St. Joe, as follows:

Section 1. Definitions

- A. "Homeless shelter" or "shelter" means a facility intended to provide temporary housing to people in need and without homes.
- B. "Person" means an individual, a business entity or organization, or a governmental entity.
- C. "Participant" means an individual that has qualified for admission into the shelter for temporary relief and assistance with basic necessities of life such as food and clothing. A participant under the definition and terms of this ordinance, however, does not provide residency nor "intent to reside" status to an individual participating. Participant is an individual that receives the benefit of the shelter services, however, may not claim residency of the shelter as a home, domicile, residence or intent to reside.
- D. "Tourist Corridor" means U.S. Highway 98, State Road 71 and Garrison Avenue within the City limits of the City of Port St. Joe.

Section 2. Permit required

No person may establish or operate a homeless shelter in the City of Port St. Joe without a permit.

Section 3. Application

A person who wishes to establish and operate a homeless shelter shall file an application for a permit with the City of Port St. Joe. The application shall specify the shelter's proposed location and the number of anticipated residents, and any other information considered necessary by the City to process the application. The application should include a statement by the applicant addressing each element of the burden of proof required for the issuance of a permit as described in Section 4 below. When filing the application, the applicant shall pay the processing fee established by the City Commission through this ordinance of Fifteen Hundred Dollars (\$1,500.00) to offset the extraordinary city staff time for review and preparation of this unique and specific permit approval process.

Section 6. Permit fee

If the Board of City Commissioners of Port St. Joe approves the application, it shall as a part of the approval process fix the amount of the permit fee. The permit fee is in addition to the processing fee referred to in Section 3.

Once an application is approved by the Board of City Commissioners of Port St. Joe, the applicant shall pay the permit fee fixed by the Commission. The permit fee shall be the amount required to cover the City's anticipated increased costs in providing police, emergency medical and related support services for a projected annual term as a result of the shelter's operation. The annual renewable permit fee shall be established by vote of the Board of City Commissioners of Port St. Joe following the research, review and final recommendation of City staff. The Commissioners, by resolution, may modify the payment schedule of the permit fee by allowing quarterly or semi-annual payments. Subsequent to the first year of operation the fee shall be based on the City's documented increased costs plus any additional expected increased cost occasioned by foreseeable events such as the expansion of the shelter.

Section 7. Location

No homeless shelter may be located within one half mile of any Tourist Corridor

Section 8. Revocation

The Board of City Commissioners of Port St. Joe may revoke a permit issued under this Section if it determines that the shelter is not operating in accordance with the terms of the permit. Before it considers revocation of the permit, the Board of City Commissioners of Port St. Joe shall first conduct a noticed public hearing giving the permittee an opportunity to respond to grounds in support of revocation.

Notice of the revocation hearing shall be mailed postage prepaid by first class mail to the permittee at the address set forth in the application at least 10 days before the date set for the hearing.

Section 9. Exception

This Ordinance does not apply to a temporary emergency homeless shelter established immediately after a natural disaster which results in a local disaster proclamation by the Board of City Commissioners of Port St. Joe. A temporary emergency homeless shelter may operate for a maximum of 45 days. The City Clerk may extend that period for additional periods of 45 days, upon approval of the Board of City Commissioners of Port St. Joe.

Section 10. Violation – Penalty

- A. A person who violates a provision of this chapter is guilty of a first degree misdemeanor.

- B. Each violation of this ordinance shall constitute a separate offense.
- C. The City shall have recourse to such civil and criminal remedies in law and equity as may be necessary to ensure compliance with the provisions hereof, including but not limited to injunctive relief to enjoin and restrain any person from violating the provisions hereof and to recover such damages as may be incurred by the implementation of corrective actions.

Section 11. Repeal

All ordinances and resolutions or parts thereof inconsistent with this ordinance are hereby repealed.

Section 12. Effective Date

This ordinance shall take effect upon final adoption and publication in accordance with the law.

THE CITY OF PORT ST. JOE

By: *Mel Magidson, Jr.*
 Mel C. Magidson, Jr.
 Mayor-Commissioner

ATTEST:

Charlotte M. Pierce
 Charlotte M. Pierce
 City Clerk

The following commissioners voted yea: *Magidson, Buzzett, Kennedy, McCroan, Patterson*
 The following commissioners voted nay: *0*

W:\City of Port St. Joe\homeless\Shelter Ordinance City of PSJ.doc



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

SEPTEMBER 05, 2023 AT 06:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discuss and Consider Collaborative Effort for a Breast Cancer Awareness and Eatonville Community Health Fair. (Councilwoman Randolph)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (Councilwoman Randolph)
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none"> Exhibits: (Proposed layout) Subject to change
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: Consideration for the Town Council to acknowledge a collaborative effort for a Breast Cancer Awareness and Eatonville Community Health Fair jointly with the Eatonville Chamber of Commerce with Vondella Randolph - Health Specialist, and other nonprofits.

SUMMARY: A community health fair is an educational and interactive event to provide basic health and wellness information, and screenings to the people in the Eatonville community including families, seniors, and children. This was placed on hold from the March 7, 2023 workshop agenda. It being proposed for October 21, 2023 @ 10:00 a.m. - 1:00 p.m. located at the Denton Johnson Center, Eatonville, Florida

RECOMMENDATION: It is recommended that the Town Council hear a presentation to host a Community Health Fair at the Denton Johnson Center on October 21, 2023, 10:00 a.m. to 1:00 p.m.

FISCAL & EFFICIENCY DATA: (001-0574-574-4901-Special Events/Robert Wood Johnson Foundation Funds) To approve an allocation up to \$1,000 for educational, nutritional, promotional, printing, and binding material services.

EATONVILLE COMMUNITY HEALTH FAIR 2023

EVENT	EATONVILLE HEALTH / RESOURCE FAIR
ORGANIZER	COUNCIL WANDA RANDOLPH & THE EATONVILLE COMMUNITY/EATONVILLE CHAMBER COMMERCE/VONZELLA RANDOLPH/GAMMA DELTA SORORITY

PROJECT PHASE	STARTING	ENDING	PROJECT PHASE	STARTING	ENDING
PHASE 1	Oct. 21	Oct. 21	VENDORS	10:00 a.m.	1:00 p.m.
PHASE 2		Date	MARKETING		Date
PHASE 3	Date				Date
PHASE 4	Date	Date		Date	Date
PHASE 5	Date	Date		Date	Date
PHASE 6	Date	Date		Date	Date

Participating Medical Centers: Vendors Participating:

DEDICATED SENIOR MEDICAL CENTER	ORLANDO BLACK NURSES - BLOOD PRESSURE & BMI	JROGUN MOTIVATION AND FITNESS: DEMO OF EXERCISES	CENTER4CHANGE FREE SCREENING	CHARITY AND LOVE RESOURCES ASSIST WITH ELECTRIC BILL	EYE AND DERMA MOBILE SCREENING
COMMUNITY HEALTH CENTER	Eatonville Chamber Commerce	Free Tablets & Phones	Eatonville Credit Union	Fresh Stop Bus	Orlando Mental Health screening

MOBILE BOOKS FOR KIDS					

By September 12, 2023 – Subject to change



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

SEPTEMBER 05, 2023 AT 06:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discussion of the Bruce and Winnie Mount Scholarship Program (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATIVE
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none"> Flyer and Scholarship Package
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: To discuss how the Council would like to award the scholarship to eligible students.

SUMMARY: The Town of Eatonville Town Council wishes to award qualifying students a scholarship towards higher education honoring their accomplishments in graduating high school at a GPA of 2.5 or greater; as well as their efforts in giving back to community through volunteerism/community service.

In honor of the former and deceased Mayor Bruce Mount and his wife Winnie Mount, the Bruce and Winnie Mount Scholarship Program has been established to encourage and support new high school graduates, 1st year College Student (Freshman), and 2nd Year College Student (Sophomore) as they enter into the next phase of their academic experience beyond high school.

In considering the award amounts, new high school graduates will be given priority to scholarships awarded to selected recipients. The percentage of support will be determined as following:

- 100% High School Recipient (Senior)
- 75% 1st Year College Student (Freshman)
- 50% 2nd Year College Student (Sophomore)

RECOMMENDATION: Recommend a discussion of how the Council would like to award the scholarship to eligible students.

FISCAL & EFFICIENCY DATA: N/A

Historic Town of Eatonville



2023 Bruce & Winnie Mount Youth Scholarship Program

APPLY TODAY!!

The Town of Eatonville
307 Kennedy Boulevard
Eatonville, Florida 32751

407-623-8900 (Main) | 407-623-8910 (Clerk Office)

Pick up scholarship package at Town Hall or at www.townofeatonville.org. Submission Deadline is Aug. 31, 2023.
****Must be a current Senior in High School or an active College Student within 2 years of High School graduation.****

AWARD DETERMINATIONS

****ATTENTION****

New High School graduates will be given priority to scholarships awarded to selected recipients.

100%	High School Recipient (Senior)
75%	1 st Year College Student (Freshman)
50%	2 nd Year College Student (Sophomore)

RETURN APPLICATION TO:

**HISTORIC TOWN OF EATONVILLE
307 EAST KENNEDY BOULEVARD
EATONVILLE, FLORIDA 32751**

ATTENTION:

**Veronica L. King, Town Clerk
Winnie Mount Youth Scholarship Program**



2023

Historic Town of Eatonville

Bruce & Winnie
Mount Youth
Scholarship Program
Guidelines

307 Kennedy Boulevard
Eatonville, Florida 32751
407-623-8900

TOWN COUNCIL

Angie Gardner, Mayor
Vice Mayor, Rodney Daniels
Councilwoman, Wanda Randolph
Councilman, Marlin Daniels
Councilman, Theo Washington



2023

Historic Town of Eatonville Bruce & Winnie Mount Youth Scholarship Program

APPLICATION REQUIREMENTS

1. Must be a current Senior in High School or an active College Student within 2 years of High School graduation.
2. Complete Scholarship Application
 - Return to Eatonville Town Hall
 - Application Deadline: Thursday, August 31, 2023
3. Minimum 200 Word Essay is required.
4. Official Transcript or Proof of Graduation
5. GPA must be 2.5 or greater
6. Confirmation of Community Service Required
7. Confirmation of acceptance to College, University or Trade School Required
8. Correspondence to Scholarship Committee
9. CONTACT NUMBER: 407-623-8910

****ATTENTION****

New High School graduates will be given priority to scholarships awarded to selected recipients.

RETURN APPLICATION TO:

**HISTORIC TOWN OF EATONVILLE
307 EAST KENNEDY BOULEVARD
EATONVILLE, FLORIDA 32751**

ATTENTION:

**Veronica L. King, Town Clerk
Winnie Mount Youth Scholarship Program**



2023

TOWN OF EATONVILLE Bruce & Winnie Mount Youth Scholarship Program

APPLICATION CHECKLIST

Date Submitted: _____

FOR OFFICE USE ONLY

- 1. Application: _____
- 2. Essay: _____
- 3. Official Transcript: _____
- 4. GPA: _____
- 5. Community Service: _____
- 6. College Acceptance: _____

SECURITY CODE: _____

PHONE #: _____

INTERVIEW DATE: _____

INTERVIEW TIME: _____

AWARD DETERMINATIONS

****ATTENTION****

New High School graduates will be given priority to scholarships awarded to selected recipients.

- 100% High School Recipient (Senior)
- 75% 1st Year College Student (Freshman)
- 50% 2nd Year College Student (Sophomore)



**Town of Eatonville
Bruce & Winnie Mount
Youth Scholarship Program**
SCHOLARSHIP APPLICATION
(2022-2023)

Please submit application to the Mayor's Office,
307 E Kennedy Blvd. Eatonville, Florida 32751 by **Thursday, August 31, 2023.**

**Scholarship Applications can be returned to Town Hall
from 8am and 5pm. Monday through Friday.**

Name: _____
(First Name) (Middle Name or Initial) (Last Name)

Street Address: _____
(Note: Residency must be in the Town of Eatonville and must be a street address, not a post office box.)

Eatonville, Florida _____
(Zip Code)

Phone: _____
(Home) (Cell)

E-Mail Address: _____

High School Attending: _____

Date of Graduation or Anticipated High School Graduation: _____

Official Transcript Required

Town of Eatonville Bruce & Winnie Mount Youth Scholarship Program
Application Continued

Section II. Item #3.

Name & Address of Post-Secondary Institution (College, University, Trade School, or Vocational School) you are planning to attend:

(Attach Proof of Acceptance i.e., College Acceptance Letter)

Name of Institution: _____

Address: _____

Verification of Community Service hours performed is required prior to receiving scholarship funds. Please submit verification of hours on the community service form attached to this application.

(A minimum of 30 hours of community service.)

Please attach an essay (Minimum 200, Maximum 300 Words) about an influential Eatonville Citizen (past or present) that has made an influential impact on your life.

I certify that the information provided herein is accurate and complete to the best of my knowledge. I am a resident of the Historic Town of Eatonville. I understand that any false statements may lead to disqualification from the Bruce & Winnie Mount Youth Scholarship Program.

Signature of Applicant

Date

Eligibility Requirements:

1. Resident of the Town of Eatonville
2. Must be a current Senior in High School or an active College Student within 2 years of High School graduation.
3. *Minimum un-weighted Grade Point Average of 2.5*
4. Have Graduated or graduating within twelve (12) months of the scholarship date.
5. Acceptance to an accredited trade/technical school; two (2) or four (4) year College or University.
6. Complete an essay (minimum 200 words).
7. Complete 30 hours of Community Service at a Non-Profit Organization in Eatonville. *(Organization located in Eatonville may be waived.)*

FINANCE USE ONLY

Security Code: _____



- THE TOWN COUNCIL**
- ANGIE GARDNER
Mayor
- RODNEY DANIELS
Vice-Mayor
- WANDA RANDOLPH
Councilwoman
- MARLIN DANIELS
Councilman
- THEO WASHINGTON
Councilman

**SUBMISSION
DEADLINE:**

**Thursday,
August 31, 2023**

Historic Town of Eatonville
307 E. Kennedy Boulevard
Eatonville, Florida 32751
407-623-8900 - Main
407-623-8910 - Office
407-623-8919 - Fax

**TOWN OF EATONVILLE
BRUCE & WINNIE MOUNT YOUTH
SCHOLARSHIP PROGRAM**

Section II. Item #3.

Community Service Verification

FOR: _____

Name of Organization: _____

Address: _____

Name of Contact: _____

Contact's Phone Number: _____

Contact's Email Address: _____

Describe the volunteer services provided to your organization:

I certify that _____ volunteered with our organization and completed a total of _____ hours from the time of _____ to _____ 2023.

Signature/Title

Date



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

SEPTEMBER 05, 2023 AT 06:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Discuss/review the revised vetted Agreement for the FILEBANK Record Management/ Digitizing Services/Quote. (Clerk Office)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (Clerk’s Office)
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none"> • Revised FILEBANK Vetted Agreement • Scope of Work Timeline (**Subject To Changes based upon date of executed contract and project start date)
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: To discuss/review the revised vetted Agreement for the FILEBANK Record Management/ Digitizing Services/Quote.

SUMMARY: The Town Council approved the FILEBANK Record Management/Digitizing Services at the Council Meeting scheduled Tuesday, August 2, 2023. Upon Council approval, the standard agreement was provided to legal for vetting purposes. Changes were made to ensure the appropriate language needed to safeguard the town and to incorporate specific language required by Florida law i.e., indemnity must be limited by sovereign immunity per Fla. Stat. 768.28.

FILEBANK will provide a digital management service options that will inventory with barcoding, organize, index, and digitize records for proper oversight and management of retention records, which will include disposal of records according to Florida Record Retention Laws. In addition, FILEBANK will scan up to 10 boxes of prioritized documents at no cost upon prior direction or following the completion of the inventory. Additionally, indexing archiving of emails will also be included in the services. Please note: Files can be located and provided during the processing period.

The Initial process of instituting FILEBANK will take approximately 3-4 months. FILEBANK also provides offsite storage as a support to the town’s efforts to ensure emergency mitigation of records in the event of flooding, fire, or any other natural or unforeseen disaster.

A resolution will be brought to the Council at a future date adopting a policy that allows for digital records as the records copy for retention and record management.

RECOMMENDATION: Recommendation is for the Town Council to discuss/review the revised vetted Agreement for the FILEBANK Record Management/ Digitizing Services Agreement.

FISCAL & EFFICIENCY DATA: N/A

FILE



BANK

Enterprise Document Management

Quote 5189

Document Management

Proposal

Prepared For

Veronica King

Town of Eatonville

vking@townofeatonville.org

Created By

Joel Borrelli

FileBank Inc.

Main 973-279-4411

Cell 917-822-4138

jborelli@filebankinc.com

<http://www.filebankinc.com>

FileBank Inc.

Our Mission

Relevant solutions. Real results. FileBank is an Enterprise Content Management (ECM) company committed to delivering solutions that offer unmatched security and that address industry-specific issues with both innovation and leading-edge technology. Customer-driven, our world-class ECM solutions are deployable at both the departmental and enterprise levels.

At FileBank, we adhere to a philosophy of quality above all. Every day, we seek new ways to improve efficiency and lower costs to benefit our clients and are dedicated to delivering quality services with great speed and accuracy.

FileBank's archive center is 610,000 cubic feet. It is an impressive four stories tall, built with windowless, concrete walls. Our archive center safely and securely stores more than 500,000 archive boxes, 2,100,000 files, and a data center with over 261 users. FileBank's scanning department has processed over 25,000,000 pages to digital format.

Our security measures prevent illegal access to equipment, buildings, material and documents, both within and outside the buildings. The inside of the building is equipped with a state-of-the-art fire suppression system and the exterior is monitored 24/7 by security cameras.

We operate at maximum efficiency to lower costs to our clients while providing safe, secure, and speedy retrieval of information critical to their business operations.



Jump to Digital



Electronic Document Management | V-Cabinet™

As document management programs become increasingly digitized, it is essential that your paper documents be converted into a digital format. FileBank delivers affordable solutions for your scanning and imaging needs. We can scan anything-from standard-size paper documents to large-format documents, such as blueprints and technical drawings. We offer remote access to your digitized record via the internet and the option to have your records unloadable via a disc. We also offer paper document storage and indexing services to help you stay organized and protect and safeguard your paper records after they are digitized. Our system allows you to:

- Locate and access files immediately
- Increase staff efficiency by eliminating search time
- More control with your retention plan
- View a record's entire history
- Access files simultaneously
- Facilitate better project management

- Enhance decision-making information
- Improve governance, risk, and compliance
- Accelerate document search and retrieval
- Create a centralized repository for all your data

Testimonials

"Our move toward cloud-based technology was triggered, in part, by Hurricane Sandy...We now manage more than 4,800 files using V-Cabinet. The electronic document management system has reduced the time it takes our staff to find files and has streamlines our in-house operations.

Nicholas Sacco, Christopher Pianese, & Erin Barillas

MAYOR, TOWNSHIP ADMINISTRATOR, & TOWNSHIP CLERK, TOWN OF NORTH BERGEN

"We recently opened an account with FileBank and have been pleased with the responsiveness and professionalism of the operation. We now have over 2000 files in storage and have been impressed with the efficiency of retrieval of information when I need it. FileBank superbly handles our archiving and storage needs. We are very happy with their prompt service and outstanding commitment and look forward to continued business together."

Marissa C. McKenzie

HUMAN RESOURCE MANAGER, EAST ORANGE SCHOOL DISTRICT, NJ

"Utilizing FileBank for off-site data storage allowed us to expand and use the added space for needed teacher conference rooms, not to mention the added sense of relief that all of our critical data was safe from fires, floods, power failures, theft and unauthorized access."

Melissa Simmons

BUSINESS ADMINISTRATOR, HARRINGTON PARK SCHOOL DISTRICT, NJ

"FileBank Inc. has developed a solution for businesses that need to store documents. FileBank is a state of the art, environmentally-controlled facility that uses the latest technology to serve its customers. They make their clients' lives easier by preserving their assets, eliminating worry about the safety of their stored documents or the inability to find a specific document when it is needed."

North Jersey Regional Chamber of Commerce

References

Marissa McKenzie, Human Resource Manager

East Orange School District Administration

(973) 266-5777

Marissa.McKenzie@eastorange.k12.nj.us

Deborah Karlsson, City Clerk

City of Hackensack

(201) 646-3940

dkarlsson@hackensack.org

Denise Cafone, Township Clerk

Township of Fairfield

973-882-4902

<mailto:dcafone@fairfieldnj.org>

Danielle Obinger - Production

Walt Disney Worldwide - Puppet Heap

(201) 222-1114

danielle@puppetheap.com

Erin Barillas, Town Clerk

Township of North Bergen

(201) 392-2025

erin.barillas@northbergen.org

David Gerber, Director of Information Technology

Good Shepherd Services

(212) 243-7070 ex. 247

david_gerber@goodshepherds.org

David Pawlowski, Business Administrator

South Brunswick School District

732-297-7800

<mailto:david.pawlowski@sbschools.org>

Cynthia Brown, City Clerk

City of East Orange

973-266-5110

<mailto:cynthia.brown@eastorange-nj.gov>

Pricing with Scope of Work

NOTE: THIS IS AN ESTIMATE, FILEBANK WILL BILL ON ACTUAL QUANTITIES ONLY.

One Time Fees	Price	QTY	Subtotal
<p>T89 - Purge per CF All boxes in BAD condition will be re-packed. Boxes will be labeled, barcoded and their description would be added to the document management system. Clients will be given access through the physical cabinet (P-Cabinet) to review the box description for on demand ordering and scanning.</p> <p>-----</p> <p>Clerk's Office: 42 cubic feet Mayor's Office: 126 cubic feet Finance Office: 76 cubic feet POD (mixed departments): 302 CF</p>	\$5.00	546	\$2,730.00
<p>PUR - Purge Hourly Labor Rate Necessary men hours to complete the project</p>	\$30.00	20	\$600.00
<p>T51 - Add Index Item File Barcode and index files within the box by client specification.</p>	\$1.25	2000	\$2,500.00
<p>KMS - Retention Hourly Labor FileBank's master archivist will follow state guidelines and assign retention schedules to boxes based on description.</p>	\$45.00	10	\$450.00
<p>434 - Shredding Document destruction at Filebank's location</p> <p>We estimate that 10% of the boxes may be ready for destruction.</p>	\$6.63	60	\$397.80
Scan-On-Demand			
<p>T77 - Page A Standard (8 1/2 X 11)</p>	\$0.08	5000	\$400.00

<p>Pages will be scanned utilizing optical character recognition (OCR) and images will be saved into PDF/A format (https://en.wikipedia.org/wiki/PDF/A). Client will have access to V-Cabinet (electronic document management system)</p>			
<p>T75 - Prep Minutes Includes preparing files for scanner: Repairing any rips, removing and clips and staples, removing folders</p>	<p>\$0.78</p>	<p>600</p>	<p>\$468.00</p>

Subtotal	\$7,545.80
Total	\$7,545.80

Monthly Fees	Price	QTY	Subtotal
SFT - Storage per CF Box storage.	\$0.40	546	\$218.40
S59 - File Storage Filebank assumes legal custodianship of the files for auditing, retrieval, historical tracking and verification for the lifetime of each file within our system. Files can be Scan-On-Demand within 1 hour.	\$0.04	2000	\$80.00
M03 - Digital User License for V-Cabinet Access to V-Cabinet - Electronic Document Management System	\$28.41	4	\$113.64
S22 - Storage Megabytes Digital storage.	\$0.04	5000	\$200.00
<input checked="" type="checkbox"/> SVP - Scanner Jump to Digital includes: * Electronic document management system * High-speed scanner * OCR module * Auto-indexing Module * Configuration * Training & Support	\$339.76	1	\$339.76

Subtotal **\$951.80**
Total \$951.80

Customer Agreement

FileBank Inc. (Company) hereby agrees to accept for storage and to service under its management system such materials (Stored Material) as Town of Eatonville (Client) requests, subject to all terms and conditions herein, including those incorporated as attachments hereof. Client agrees to pay Company for its services according to **Keystone Purchasing Network** current rate schedule, or any revisions thereto. The attached [Schedule of Rates](#) is incorporated herein and made a part hereof.

Unless modified by specific provisions set forth in Schedule A, the following terms and conditions shall apply to this Agreement.

1. **STORED MATERIAL** - From and after the effective date for a period of one (1) year, the Company shall store and service the Stored Material identified in the Company's records management software. Client and Company may modify or add to the record materials included in the Company's records management software. Such additional Stored Material shall, unless otherwise agreed in writing, be deemed to be held under the same terms and conditions as the Stored Material.
2. **ACCEPTANCE** - In the absence of an executed contract, the act of tendering said material for storage and/or other services by Company constitute acceptance by Client to the terms, conditions and rates of this contract.
3. **RATES** - Client agrees to pay Company for its services according to Keystone Purchasing Network current rate schedule and any revisions thereto. Payment for storage are due the 1st of every month and payment for services are due upon receipt of invoice. Monthly storage/retention charges shall be due upon receipt of invoice. For Stored Material received during a month or stored for a portion of a month, charges will be pro-rated for that month according to the then current Schedule of Rates based upon the date of receipt by the Company of the Stored Material. Rates may be changed upon thirty (30) days notice to the Client. Additional Service Charges and late payment fees, if any, shall be paid simultaneously with the monthly storage/retention charges.

ACCESS TO STORED MATERIALS

1. Stored Material and information contained in said Stored Material shall be delivered only to Client's Authorized Representative. Client represents that the Authorized Representative has full authority to order any service for or removal of the Stored Material, and to deliver and receive such. Such order may be given via telephone, electronically, fax, in writing or in person.
2. When any Stored Material is ordered out, a reasonable time shall be given to the Company to carry out said instructions; and if it is unable to do so (or to provide any other service herein contemplated) because of acts of God or public enemy, seizure or legal process, strikes, lockouts, riots and civil commotions, or other reason beyond the Company's control, or because of loss or destruction of goods for which the Company is not liable, or because of any other excuse provided by law, the Company shall not be liable for failure to carry out such instructions or services.
3. Authorized representatives of Client shall have the right at reasonable times and upon reasonable notice to examine the media and/or records and compilations of data of the Company which pertain to the performance of the provisions of the Agreement.

4. The Company shall not be liable for damage to Client materials in transit, or to items that may receive sudden and accidental damage, pursuant to conditions specified in Section 5, below.

LIMITATIONS OF LIABILITY

5. **The Company shall not be liable for any loss or damage to Stored Material, however caused, unless such loss or damage resulted from the failure by the Company to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. The Company is not responsible for the repair, replacement or restoration of lost or damaged property, subject to the conditions and limitations imposed by this agreement. Company's liability, if any, for loss, damage, or destruction to part or all of the Stored Material stored hereunder shall be limited to \$1.00 per carton, linear foot, container, tape or disk pack, which amount Client declares to be the value of Stored Materials, unless Client declares an excess valuation and pays an additional monthly charge for said excess valuation, as provided in section 6. In such case, Company's liability shall be limited to the amount of the excess valuation per carton, container, tape or disk pack. Such limitation of liability shall apply irrespective of the cause of loss, damage, or destruction of the stored material.**
6. Company shall not be liable for any loss of profit or special, indirect, incidental or consequential damages of any kind.
7. Stored Materials are not insured by Company against loss or injury, however caused.
8. **The Company accepts no liability for the deterioration of media in storage.**
9. Claims by the Client for loss, damage, or destruction must be presented in writing to the Company within a reasonable time and in no event longer than sixty (60) days after Client is notified by the Company or otherwise receives notice that loss, damage or destruction to part or all of the Stored Material has occurred, whichever time is shorter.
10. No action or suit may be maintained by the Client or others against the Company for loss, damage or destruction of the Stored Material, unless timely written claim has been given as provided in Section 5.e of this Agreement, and unless such action or suit is commenced either within twelve (12) months after date of delivery or return by the Company, or within twelve (12) months after the Client is notified or otherwise receives notice that loss, damage or destruction to part or all of said Stored Material has occurred, whichever is shorter.
4. **DECLARATION OF EXCESS VALUATION** - Client declares that the valuation of deposits made hereunder is \$ ____ per carton, container, tape, or disk pack and agrees to pay an additional monthly rate of \$ ____ per \$1000.00 of declared Excess Valuation, of which payment shall be made simultaneously with the normal monthly rate specified herein. The Company may, at its discretion, elect to repair, replace or restore lost or damaged property up to the valuation declared by the Client, whether the property is lost in whole or in part.
Client Signature: _____ **Date:** _____
5. **TERM** - Unless sooner terminated as provided herein, the term of this Agreement shall continue until the Authorized Representative gives Company reasonable (at least sixty (60) days) advance written notice of a termination date and an address for delivery of the Stored Material. Early termination fees will apply for the balance of storage remaining on the current contract period.

6. DEFAULT

6.1. The occurrence of any one or more of the following events shall constitute a default ("Events of Default"):

- a. Failure to pay any sum due hereunder within fifteen (30) days of when due; or
- b. Breach of any provisions of this Agreement; or
- c. Client becomes insolvent or files, or has filed against it, any proceeding in federal or state court seeking debtor relief.

6.2. Upon the occurrence of any of the Events of Default, Company, at its sole option, may exercise any or all of the following remedies without terminating the Agreement:

1. Demand in writing that Client pick up the Stored Material; or
2. Deliver the Stored Material to the Delivery Address, if none specified, to the Client Address.
3. If this Agreement shall not have been terminated, Client shall continue to pay all sums due under this Agreement up to and including the date of delivery of the Stored Material as provided in (a) above.
4. Terminate this Agreement, whereupon Company, shall recover all damages suffered by reason of such termination.

7. **STORAGE CARTONS** - Storage Cartons purchased by the Client from the Company to transport and store Clients records come with a lifetime guarantee. Any storage Carton purchased by the Client from the Company that becomes damaged or unmanageable due to reasonable wear and tear will be replaced free of charge. If the Client uses any Storage Cartons other than those that can be purchased from the Company that become damaged or unmanageable, the Client agrees to pay the Company for the labor to re-pack the records and the cost of the replacement Storage Carton(s).

8. **DESTRUCTION OF RECORDS** - Upon written instruction from the Client or Authorized Representative, the Company may dispose of Stored Material. The Client releases the Company from all liability by reason of the destruction of such Stored Material pursuant to such authority.

9. **TITLE WARRANTY** - The Client warrants that it is the owner or legal custodian of the Stored Material and has full authority to store said record material in accordance with the terms of this Agreement.

10. **INDEMNIFICATION** - Unless caused by the negligence of the Company, the Client agrees to fully indemnify and hold harmless the Company, its officers, employees and agents for any liability, cost or expense, including reasonable attorneys' fees, that the Company may suffer or incur as a result of claims, demands, costs or judgments against it arising out of its relations with the Client or third parties pursuant to this Agreement.

11. RULES

1. The Client agrees to comply with the Standard Storage Operating Procedures of the Company.
2. The Client shall not, at any time, store with the Company, any narcotics, materials considered to be highly flammable, explosive, toxic, radioactive, organic material which may attract vermin or insects, or any other materials which are otherwise illegal, dangerous and unsafe to store or handle in an enclosed area. The Company reserves the right to take necessary measures to mitigate damage to any record materials tendered for storage if any such materials appear wet, damp, or otherwise appear to be in a condition or contain items that could cause damage to the Client's materials or other items

stored at the Company's facility. Should the Company find it necessary to exercise this right of mitigation, it must exercise the utmost caution to ensure the confidentiality of the Client's materials and must ensure that every person involved in such mitigation efforts is bound to a signed confidentiality agreement to protect the privacy of the Client materials. The Company may refuse acceptance of any record materials which fail to comply with the Company's storage restrictions and guidelines. Client shall not store negotiable instruments, jewelry, check stock, ticket stock or other items that have intrinsic market value.

3. Unless the Company is contracted by the Client to inventory the contents of all materials stored, the Company shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods; and the Company shall not be liable for such loss unless the Client establishes such loss occurred because of the Company's failure to exercise the care required under section 5, above.
12. **CONFIDENTIALITY** – The Company shall exercise the same degree of care in safeguarding deposits entrusted to it by Client which a reasonable and careful Company would exercise with respect to similar records of its own provided; however, that liability of the Company to Client shall be limited as set forth in Section 5 above. The Company may comply with any subpoena or similar order related to the stored records, provided that the Company notifies Client promptly upon receipt thereof, unless such notice is prohibited by law.
 13. **DISPUTE RESOLUTION** – Should the parties be unable to resolve any differences resulting from the interpretation or administration or alleged breach by either party of this Agreement, or relating in any way to Stored material, the same shall be finally resolved by binding arbitration conducted by the American Arbitration Association before an arbitrator pursuant to the Commercial Arbitration Rules then in effect. Each party shall bear ½ of the expense of the arbitrator. Each party shall bear its own expenses and attorneys' fees related to the arbitration. Any award or decision by the arbitrator shall be final and binding between the parties and enforceable in a Court of competent jurisdiction in the State of Florida.
 14. **MISCELLANEOUS** - This instrument (together with any Schedules attached and documents incorporated herein) constitutes the entire Agreement between the parties, and supersedes any and all prior agreements, arrangements, understandings, and representations, whether oral or written, between the parties. This Agreement may not be assigned by Client without the consent of Company. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by the party against which it is sought to be enforced. No waiver of any right or remedy shall be effective unless in writing and nevertheless, shall not operate as a waiver of any other right or remedy on a future occasion. Every provision of this Agreement is intended to be severable. If any term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms as necessary to render such provision legal, valid and enforceable. This Agreement shall be construed in accordance with the laws of New Jersey without giving affect to its conflict of laws principles In addition, the Company shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the records are stored. All Schedules, if any, attached hereto are hereby incorporated by reference and made a part hereof. The term "Agreement" as used herein shall be deemed to include all such schedules. All notices

under this Agreement shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein, or as otherwise noted in writing in accordance with this provision. Notices shall be effective upon receipt unless mailed by certified or registered mail, in which event notices shall be deemed to have been received as of the third business day after the date of posting. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, agency or fiduciary relationship between the parties hereto.

15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 623-8910, records@townofeatonville.org, and 307 E. Kennedy Boulevard, Eatonville, FL 32751.

FileBank also agrees to;

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable timme at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Accepted by:

Signature: _____ Printed Name: _____

Town of Eatonville

FileBank Inc.

Date: 4/14/2023

Effective Date: 4/14/2023

Signed by: 

Date:4/14/2023

FILEBANK SCOPE OF WORK TIMELINE

Project: Document Management for the Town of Eatonville

Duration: September 15, 2023 - November 30, 2023

Phase 1: Re-pack, Transportation, and Scanner station set up (Duration: 2 weeks)

Week 1-2 (9/15/2023 - 9/28/2023):

FileBank staff members will arrive to re-pack and barcode all boxes to get them ready for transportation.

After the boxes are ready, they will be transported to FileBank's facility for processing. FileBank IT department will coordinate the configuration and installation of FileBank's Jump to Digital scanner.

Phase 2: Processing (Duration: 10 weeks)

Week 3-12 (9/29/2023 - 11/31/2023):

Once boxes arrive at FileBank's facility, FileBank staff will create a full inventory of all files.

After completion, boxes will be archived.

NOTE: Any file can be located while processing.

Phase 3: Training (Duration: 2 hours)

FileBank will schedule a web training with all authorized users for the Town of Eatonville.

(How to locate and retrieve files)

Regards,

	<p>Martin Regincos Vice President of Sales & Marketing FileBank Inc. 23 Thornton Rd Oakland New Jersey 07436 C 201-962-5090 P 973-279-4411 F 973-279-6235 mregincos@filebankinc.com www.FileBankinc.com</p>
---	---

(2) **CONTRACT REQUIREMENTS.**—In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address) .

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.