

**CITY OF QUINCY, FLORIDA
REGULAR CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: February 22, 2022

DATE OF REQUEST: February 15, 2022

**TO: Honorable Mayor and Members of the City
Commission**

**FROM: Dr. Beverly A. Nash, Ph.D., Interim City Manager
Reginald T. Bell, Director, Public Works**

Department

**SUBJECT: Resolution Number: 1422-2022 - Intent to
Apply for FDOT Municipal Small County Outreach
Program (M-SCOP) Grant Funding**

Statement of Issue/Justification:

This agenda item seeks the **City Commission's approval of Resolution Number: 1422-2022** authorizing the Mayor and Interim City Manager to apply for financial assistance from the Florida Department of Transportation (FDOT) for a Municipal Small County Outreach Program (M-SCOP) grant.

Background:

Through efforts of the staff, the City of Quincy previously has been awarded five M-SCOP grant projects. Two SCOP grant projects were awarded to the City of Quincy for the Martin Luther King, Jr. Blvd resurfacing and paving project. Another SCOP grant was awarded to the city for half of the King Street resurfacing and paving project, and two SCOP grant projects for Stewart Street (from Hwy 90 to Stewart Street Elementary School and the last one from Hwy 90 to King Street).

In order to engage in the application process, it is required that the Commission

approve, by Resolution, the City's intent to apply for the M- SCOP funding from FDOT. Attached for the City Commission's approval is Resolution 1422- 2022, authorizing the Mayor and Interim City Manager to apply for financial assistance from the Florida Department of Transportation for this grant.

Staff will request for financial assistance from FDOT for resurfacing and paving of King Street from Madison Street to Adams Street and from Cleveland to Lillian Springs Road.

Options:

Option 1: Approve Resolution Number: 1422-2022 authorizing the Mayor and Interim City Manager to apply for financial assistance from the Florida Department of Transportation for the M-SCOP grant.

Option 2: Deny approval of Resolution Number: 1422-2022.

Option 3: Provide direction for the City Commission to staff.

Staff Recommendation:

Option 1

ATTACHMENT:

- Resolution Number: 1422-2022

RESOLUTION NUMBER: 1422-2022

A RESOLUTION OF THE BOARD OF CITY COMMISSION MEMBERS OF THE CITY OF QUINCY, FLORIDA, AUTHORIZING THE MAYOR AND INTERIM CITY MANAGER TO APPLY FOR FDOT FUNDING THROUGH THE "MUNICIPAL SMALL COUNTY OUTREACH PROGRAM (M-SCOP)", FOR RESURFACING OF KING STREET- PHASE II.

WHEREAS, The City of Quincy, Florida has requested the State of Florida Department of Transportation for financial assistance through the M-SCOP grant program for the resurfacing of King Street from Madison Street to Adams Street and from Cleveland Street to Lillian Springs Road.

WHEREAS, the State of Florida has requested that the City of Quincy submit one (1) M-SCOP application attached hereto; and

WHEREAS, the State of Florida Department of Transportation requires that a resolution be passed by the Board of City Commission Members in support of the application for financial assistance through the M-SCOP grant program.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF QUINCY BOARD OF COMMISSION MEMBERS, OF THE STATE OF FLORIDA THAT:

1. The Mayor and Interim City Manager of the City of Quincy, Florida are authorized to apply for financial assistance from the Florida Department of Transportation for one (1) M-SCOP grant program.

DULY PASSED AND ADOPTED by the Board of Commission Members of Quincy, Florida, on this 22nd day of February 2022.

BY: CITY OF QUINCY, GADSDEN COUNTY, FLORIDA

RONTE HARRIS, MAYOR

Presiding Officer of the City Commission of
City of Quincy, Florida 32351

ATTEST:

BY:

Janice Shackelford Clemson
Clerk of the City Quincy and
Clerk of the City Commission thereof

Dr. Beverly A. Nash, Ph.D.
Interim City Manager

**CITY OF QUINCY
REGULAR CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: February 22, 2022

DATE OF REQUEST: February 10, 2022

TO: Honorable Mayor and Members of the City Commission

FROM: Dr. Beverly Nash, Interim City Manager
Robin Ryals, Director, Utilities Department
Mo Cox, Assistant Director, Utilities Department
Reggie Bell, Director, Public Works Department

SUBJECT: FDOT Small Counties Outreach Program (SCOP) –
Stewart Street from Stewart St. School to US 90 –
FPID-446065-1-54-01/Contract No. G1P08

Statement of Issue:

The information provided herein concerns the above mentioned SCOP program which will be continued in 2020-21 with additional allocations for municipal capital projects. Staff is looking for Commission's approval for continuation of this project in accordance with the approval of the attached FDOT Supplemental Agreement for additional project funding.

Background on the SCOP Project:

Our current SCOP project is for the above-mentioned section of Stewart Street. We have bided the project twice; the first bidding did not receive any responses and the second bidding back in December 2021, received only two responses, both well above the allocated funding level.

Reasons given by local contracting firms for no response on the first letting were their current work load and a fear of not being able to complete the project in the specified timeframe. They were afraid of being put into a situation of facing possible liquidated damages which are a part of all contracts. Additional time was allocated for the second letting and we did receive two responsible bids, but

they came in well above the funds available from FDOT. These funds were allocated based on prices being used in the 2020 timeframe.

The letting process took place during late 2021 and by that time the pandemic had begun to affect the economy along with other factors. There were price increases for two of the main materials in a paving project, fuel and petroleum products. Prices for these materials went up nearly 50% during that period and had a direct effect on the bids received. So therefore, we had no choice other than to go back to FDOT and ask for additional funds to be able to complete this project. This took place in early January 2022.

Staff Recommendation:

Based on the low bid from CW Roberts of \$576,977.85, \$46,520 for Design, and \$18,578.57 for CEI, the project was looking at a shortfall of \$169,138. That is the sum that staff approached the Department of Transportation with for assistance. Their response came back in the form of the Supplemental Agreement **amending the original sum of \$472,939 to \$642,077**. Staff recommends the approval of this Agreement so that we can proceed with the construction of Stewart Street.

Options:

- 1. Vote to approve and have the Mayor sign the Supplemental Agreement, along with the attached Resolution for the completion of the Stewart Street Resurfacing from Stewart Street School north US 90.**
2. Vote to deny the SCOP Stewart Street Project as directed herein by the City of Quincy Commission.

Recommended Option

Option 1

Attachments:

1. FDOT Supplemental Agreement
2. Resolution

RESOLUTION NUMBER: 1420-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF QUINCY AUTHORIZING AN INCREASE IN THE FUNDING AMOUNT SUPPLEMENTAL AGREEMENT CONTRACT FOR THE SMALL COUNTY OUTREACH PROGRAM WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE FUNDING OF THE MILLING AND RESURFACING OF STEWART STREET FROM STEWART STREET SCHOOL NORTH TO SR 10 (US 90)

WHEREAS, The City of Quincy, Florida, has been made aware of the need for milling and resurfacing of Stewart Street from Stewart Street School north to SR 10 (US90); and

WHEREAS, The Florida Department of Transportation has offered additional funding in the sum of \$169,138 to accommodate the milling and resurfacing of Stewart Street from Stewart Street School north to SR 10 (US90); and bringing the total of the project to \$644,077;

NOW, THEREFORE, BE ADOPTED AND RESOLVED, by the City Commission of the City of Quincy, Florida, that;

The City Commission enters into a Supplemental Agreement for Small County Outreach Program Agreement (FPID#446065-1-54-01) with the Florida Department of Transportation for funds to provide milling and resurfacing on Stewart Street from Stewart Street School north to SR 10 (US90); and that the Mayor signed the agreement. The Mayor is hereby authorized to execute such supplemental agreement on behalf of the City and City staff is authorized to take such actions and to prepare and execute such additional documents as are necessary to comply with the terms of the Agreement.

PASSED AND ADOPTED by the City Commission of the City of Quincy, Florida, this 22rd Day of February 2022.

BY:

Ronte Harris, Mayor and
Presiding Officer of the
City Commission of the
City of Quincy, Florida

ATTEST:

Ms. Janice Shackelford
Clerk of the City of Quincy and
Clerk of the City Commission thereof

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

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SUPPLEMENTAL NO.

001

CONTRACT NO.

G1P08

FPN

446065-1-54-01

Recipient: City of Quincy, Florida

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on July 16, 2020 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

- Exhibit B - Updated the Schedule of Financial Assistance
- Exhibit D - Updated State Financial Assistance Information
- Exhibit E - New Resolution Approving Agreement

Reason for this Supplemental and supporting engineering and/or cost analysis:

The agreement is being increased by \$169,138 to support the cost of construction and CEI. The low bidder was greater than the amount programmed in the Work Program. The new agreement amount is \$642,077.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
City of Quincy, Gadsden County, Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: Dr. Beverly A. Nash, Ph.D.
Title: Interim City Manager

By: _____
Name: Tim Smith, P.E.
Title: Director of Transportation Development

By: _____
Name: Ronte Harris
Title: Mayor

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: <u>City of Quincy</u> <u>404 West Jefferson Street</u> <u>Quincy, Florida 32351</u>	FINANCIAL PROJECT NUMBER: <u>446065-1-54-01</u>
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I. PHASE OF WORK by Fiscal Year:	FY 2021	FY2022	FY2023	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 472,939.00	\$ 169,138.00	\$ 0.00	\$642,077.00
Maximum Department Participation - (Small County Incentive Grant)	100% or \$ 472,939.00	% or \$ 169,138.00	% or \$	100% or \$ 642,077.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00

Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:				
	\$472,939.00	\$169,138.00	\$0.00	\$642,077.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells

District Grant Manager Name

Signature

Date

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EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- Insert Program Name, Insert CSFA Number

***Award Amount:** \$642,077.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

**City of Quincy, Florida
Regular City Commission
Agenda Request**

Date of Meeting: February 22, 2022
Date Submitted: February 17, 2022
To: Honorable Mayor and Members of the City Commission
From: Dr. Beverly A. Nash, Ph.D., Interim City Manager
Timothy Ashley, Chief, Police Department
Subject: Mutual Aid Agreement: The School Board of Leon County
Department of Safety and Security and the City of Quincy
and the Quincy Police Department

Statement of Issue/Justification:

Following the tragic event of February 14, 2018, resulting in the senseless murders of 17 people, Florida passed the Marjory Stoneman Douglas Safety Act. Pursuant to Senate Bills 7026 and 7030, the Leon County School Board voted to staff every school with a law enforcement officer or designated school safety officer or school guardian.

For several reasons, notably COVID-19, full staffing presented challenges this school year. Following conversations on this issue by staff, Leon County Schools Department of Safety and Security is requesting mutual aid from the Quincy Police Department regarding the staffing for off-duty sworn law enforcement officers in Leon County schools.

Conclusion:

The purpose of this agreement is to comply with Senate Bills 7026, 7030 and Florida Statute 1006.12 Safe - and provide off-duty school officers at elementary public schools in Leon County.

The assignment by off-duty law enforcement officers is voluntary and officers must sign-up by way of the official outside employment form. The Leon County School Department of Safety and Security will schedule individuals when and as needed. There is a potential for daily staff scheduling/assignments among seventeen (17) schools during the school year.

Options:

Option 1: Approve the Mutual Aid Agreement between the School Board of Leon County Department of Safety and Security and the City of Quincy and the Quincy Police Department authorizing the signatures of the Mayor, Interim City Manager and the Police Chief.

Option 2: Deny the approval of the Mutual Aid Agreement between the School Board of Leon County Department of Safety and Security and the City of Quincy and the Quincy Police Department.

Option 3: Provide direction by the City Commission to staff.

Staff Recommendation:

Option 1

Attachments:

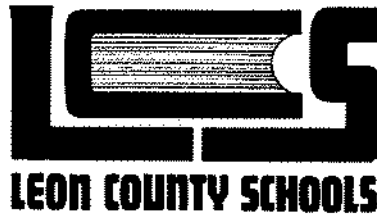
- **Mutual Aid Agreement between the School Board of Leon County Department of Safety and Security and the City of Quincy and the Quincy Police Department.**
- Memorandum: De'Anthony Shamar, Assistant Chief of Police
- Quincy Police Department, General Orders Manual, pages 1-7
- Outside Employment Form, City of Quincy, Florida

BOARD CHAIR

Darryl Jones

BOARD VICE CHAIR

Alva Swafford Striplin



BOARD MEMBERS

Rosanne Wood

DeeDee Rasmussen

Georgia "Joy" Bowen

SUPERINTENDENT

Rocky Hanna

**Mutual Aid Agreement
Between the School Board of Leon County Department of Safety and
Security
And the City of Quincy, Gadsden County, Florida and the Quincy Police
Department (Quincy PD)**

February 09, 2022

Following the tragic events of February 14, 2018 resulting in the senseless murders of 17 people, Florida passed the Marjory Stoneman Douglas School Safety Act. Pursuant to Senate Bills 7026 and 7030, the Leon County School Board is required to staff every school with a law enforcement officer, designated school safety officer or school guardian. For several reasons, notably COVID-19, full staffing has recently presented challenges this school year. Following our conversation on this issue, Leon County Schools Department of Safety and Security is requesting mutual aid from your agency regarding staffing for off-duty sworn law enforcement officers in Leon County elementary schools.

PURPOSE:

The purpose of this agreement is to remain in compliance with Florida Statute 1006.12 *Safe-school officers at each public school*. In an effort to supplement our current roster of available local off-duty law enforcement officers, with your approval, Quincy City PD Police Officers will be afforded the opportunity to staff openings among 17 daily assignments during the school year.

SCOPE:

Quincy City PD Officers working on our campuses, are only to respond to immediate life safety matters on our campuses and the protection of students, staff and school visitors. Outside of an immediate threat, we would like to see your officers interact with our students, teachers and parents as they would while in their own jurisdiction.

RESPONSIBILITIES:

It will be the responsibility of The District's off-duty service provider, **The Integrity Group**, to handle the paperwork, payment and maintaining the eligibility for elementary school assignments, as outlined in the contract between the Leon County School Board and The Integrity Group/Detail Prime School Security Details Enhancement Program.

Leon County Schools Staff will provide officers the appropriate briefing materials and expectations prior to deployment. All other calls for service that do not threaten the life or safety of students, parents, teachers, or staff will be routed through the Consolidated Dispatch Agency (CDA) by school administration.

2757 W. Pensacola Street, Tallahassee, FL 32304 • Phone (850) 487-7100 • www.leonschools.net

"The Leon County School District does not discriminate against any person on the basis of sex (including transgender status, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information."

Building the Future Together

Quincy City PD Officers shall abide by Leon County School Board policies and shall consult with and coordinate activities through the school principal, but shall be responsible to the law enforcement agency in all matters relating to employment, and shall bear any liability arising from acts undertaken under the agreement. Activities conducted by the school resource officer which are part of the regular instructional program of the school shall be under the direction of the school principal.

Officers with issues or grievances shall contact John Hunkiar, Chief of Leon County Schools Department of Safety and Security, or his designee at (850) 487 – 7117.

TERMINATION OF AGREEMENT:

Either party to this agreement may at any time withdraw from further participation in this agreement by giving 30 days prior written notice of termination to the other party.

TERMS:

This mutual aid agreement will become effective on the date signed by the parties and shall remain in effect until either party withdraws from the agreement.

In witness whereof, the parties hereto have executed this agreement as it is spelled out by their undersigned officials as of the date written below.

**School Board of Leon County
Department of Safety & Security**

**City of Quincy, Florida and the Quincy City
Police Department**

Signature

John Hunkiar, Chief

Dated February _____, 2022

Signature

Timothy L. Ashley, Police Chief

Dated February 22, 2022

Signature

Dr. Beverly A. Nash, Ph.D., Interim City
Manager, City of Quincy, Florida

Date: _____

Signature

Ronte Harris, Mayor, City of Quincy, Gadsden
County, Florida

Date: _____

MEMORANDUM

TO: All Sworn Law Enforcement Staff
FROM: De'Anthony Shamar, Assistant Chief of Police
VIA: Chain of Command
DATE: February 11th, 2022
SUBJECT: Guardian Off Duty Detail



GREAT NEWS TEAM QPD!!! I'm excited to announce the Quincy Police Department, Leon County Public School, and the Integrity Group has reached an agreement and Chief Ashley has signed a Mutual Aid Agreement to provide security for Leon County Public Schools. These details are paid at a rate of \$45.00 an hour.

Pursuant to Senate Bills 7026 and 7030, the Leon County School Board is required to staff every school with a law enforcement officer, designated school safety officer or school guardian.

QPD Officers working on campuses, are only to respond to immediate matters threatening students, staff and school visitors. Outside of an immediate threat, officers are to interact with students, teachers and parents as they would while in their own jurisdiction.

A marked law enforcement vehicle is not needed.



All other criminal violation brought to your attention are to be reported immediately to the proper jurisdiction. **PLEASE REMEMBER, LAW ENFORCEMENT OFFICER ARE MANDATORY REPORTERS. FAILURE TO REPORT CERTAIN CRIMES IS A VIOLATION OF FLORIDA STATUE! FAILURE TO REPORT ANY CRIME BROUGHT TO YOUR ATTENTION IS A VIOLATION OF OUR POLICY!!!**

This is a high visibility detail. Sitting in your vehicle for long periods of time will not be acceptable. Tardiness will not be acceptable.

Please keep in mind, it's a privilege and not a right to work off duty or outside employment as a Quincy Police Officer. The Chief of Police reserved the right to terminate this employment at any time. The duties of the Quincy Police Department take priority over Outside & Secondary Employment.

QPD sworn personnel wishing to participate with the Guardian Off Duty Detail, needs to review the Outside & Secondary Employment Policy and complete the Secondary Employment Form. I need all these forms returned to me no later than noon on 02/16/22.

QUINCY POLICE DEPARTMENT GENERAL ORDERS MANUAL

<p>"We are QPD"</p> 	<p>SUBJECT</p> <p style="text-align: center;">Outside and Secondary Employment</p>	<p>"Service Before Self"</p> 	
	<p>CHIEF OF POLICE</p> <p style="text-align: center;"><i>Glenn H. Sapp</i></p>		
<p>NUMBER</p> <p style="text-align: center;">34</p>	<p>ISSUE DATE</p> <p style="text-align: center;">11/15/2012; rev.2017</p>	<p>EFFECTIVE DATE</p> <p style="text-align: center;">03/20/17</p>	<p>TOTAL PAGES</p> <p style="text-align: center;">7</p>

AUTHORITY/RELATED REFERENCES

General Order for Rules of Conduct
 Current Bargaining Agreement Article
 City of Quincy Administrative Policy and Procedures

ACCREDITATION REFERENCES

CALEA Chapter 22

KEY WORD INDEX

Business Coordinator Responsibilities	Procedure IIIA
Department Responsibilities	Procedure IIIC
Financial Disclosure Requirements	Procedure IV
Governing Requests for Outside Employment	Procedure III
Limitations Regarding Outside Employment	Procedure II
Officer Responsibilities	Procedure IV
Outside Employment Form	Procedure III
Outside Employment Guidelines	Procedure I
Parking Enforcement Technicians Authorization	Procedure V
Secondary Employment Guidelines	Procedure I
Supervisor Responsibilities	Procedure IIIB
Temporary Approval for Outside Employment	Procedure III
Worker's Compensation Requirements	Procedure V

POLICY

The Quincy Police Department supports the privilege of Department members who volunteer to engage in outside and secondary employment but maintains the right to regulate and, where appropriate, prohibit certain types of employment.

QUINCY POLICE DEPARTMENT

DEFINITIONS

Alcohol Locations: Any location (bar, club, restaurant) that is licensed for the consumption of alcoholic beverages (beer, wine, liquor) on the premises, including events at licensed premises where alcoholic beverages will not be present during the event.

Business Coordinator: A sworn member who has volunteered to coordinate the staffing assignments and/or logistics of one or more secondary employment officers, other than themselves, for a business location. The business coordinator must meet certain qualifications as identified within this policy.

Coordinator's Fee: Sworn members may collect compensation as outlined in this policy for serving as a business coordinator.

Outside Employment: Any employment with an entity other than the City of Quincy, including self-employment. Including employment where the potential use of law enforcement powers is not expected.

Secondary Employment: Outside employment where a condition of the employment is the actual or potential use of law enforcement powers by the department member.

Outside/Secondary Employment Form: A form completed annually by officers seeking to engage in secondary employment.

PROCEDURES

I. GENERAL GUIDELINES FOR OUTSIDE AND SECONDARY EMPLOYMENT

A non-probationary member who is in good standing with the Department may engage in outside employment, Chief of Police may make exceptions. No request for outside employment authorization that complies with this policy, Florida law, and the current bargaining agreement, shall be unreasonably denied.

A. Outside Employment

A department member who engages in outside employment shall ensure that the following criteria are met:

1. The employment is of a non-police nature in which the use of vested law enforcement powers is not a condition of employment.
2. The employment provides no real or implied law enforcement services to the outside employer and is not performed during assigned work hours.
3. The employment presents no conflicts of interest as defined by City policy and State law between the member's department duties and their duties for

QUINCY POLICE DEPARTMENT

the outside employer. Examples of employment that represent a conflict of interest include, but are not limited to:

- a. Process server, reposessor, bill collector, vehicle towing owner/operator, or any other employment in which law enforcement authority may be used to collect money or merchandise for private purposes.
 - b. Private investigations or any other employment that might require access to or use of police information, files, records, or services as a condition of employment.
 - c. Any employment that requires the wearing of the police uniform while performing tasks.
 - d. Employment of any nature that assists in case preparation for the defense in any criminal or civil action or related proceeding.
 - e. Employment in any occupation that is regulated by, or licensed through, the Quincy Police Department.
 - f. Employment as an owner or in the operation of any business establishment that is licensed under State laws to sell alcoholic beverages.
 - g. Employment as an entertainer, or in any law enforcement related capacity, in any business establishment licensed under State laws to sell alcoholic beverages, unless written approval is obtained from the Chief of Police, or designee, as provided in Section III herein.
4. The employment does not compromise the status or reputation of the Department or dignity of the police as a professional organization. Examples of employment which are prohibited by this section include, but are not limited to the following:
- a. Employment in establishments that sell pornographic books, magazines, sexual devices, or videos, or otherwise provide entertainment or services of a sexual nature.
 - b. Employment by any outside employer involving the manufacture or transport of alcoholic beverages.
 - c. Employment in any gambling establishment not exempted by law.

QUINCY POLICE DEPARTMENT

- d. Employment by any outside employer involving the production or operation of any computer based business involving pornographic web sites or other mediums of pornographic distribution.

B. Secondary Employment

In addition to the general guidelines for outside employment, sworn members volunteering for secondary employment must adhere to the general guidelines for secondary employment. Sworn members may engage in the following secondary employment functions provided that written approval is first obtained from the Chief of Police or designee in compliance with Section III of this policy.

1. Employment involving traffic control and pedestrian safety except where duties include directing the flow of traffic onto public streets, unless said employment is related to school, church, or other departmentally approved activities.
2. Employment involving crowd control.
3. Employment involving law enforcement services.
4. Requests for officers to work secondary employment locations made directly to the Patrol Division Commander who will and select members.

II. LIMITATIONS REGARDING SECONDARY EMPLOYMENT

- A. Probationary members will not be permitted to engage in secondary employment, unless approved by the Chief or his designee.
- B. Officers seeking secondary employment at alcohol locations shall have a minimum of one (1) year of sworn law enforcement experience.
- C. All authorization to work secondary employment in any capacity is immediately and automatically suspended whenever the member is:
 1. Placed on light duty status.
 2. Relieved of duty.
 3. Suspended from duty.
 4. On military leave.
 5. Scheduled for official activities such as court, training, or special events, which supersede secondary employment assignments.

QUINCY POLICE DEPARTMENT

6. Unable to report for regular duty or official activities due to personal illness until the employee has subsequently completed a full tour of regular duty or a time period of 24 hours has elapsed since the sworn member's scheduled reporting time.
 7. Involved in a conflict or apparent conflict of interest between the on-duty and secondary employment responsibilities.
 8. Placed on probationary or conditional status.
- D. Work hours for all secondary employment shall be scheduled by the member in a manner that does not conflict or interfere with the member's performance on duty or the effective utilization of the Department's resources.
- E. Any member who engages in secondary employment is subject to call-out in case of emergency and shall be expected to leave their secondary employment assignment in such situations.
- F. Permission for a member to engage in secondary employment may be suspended or revoked by the Chief of Police or designee when it is determined, pursuant to departmental policy, that such employment is not in the best interest of the Department.
- G. Sworn members engaging in secondary employment shall **not** engage in the following activities:
1. Solicit for secondary employment opportunities.
 2. Accept gratuities or any forms of compensation in addition to or in lieu of the work hours paid by the secondary employer. For clarification, members may receive food or beverages when it is commensurate with their employment at the location.
 3. Collect any form of coordinating fees or compensation from other department members.
 4. Take action to enforce "house rules", conduct "pat downs", or utilize any department resources to conduct age verifications for any function other than a law enforcement purpose.
 5. Stand or loiter in any area of an alcohol location that is designated for bar personnel, unless it is essential for the completion of a law enforcement purpose.
 6. Patronize an alcohol location immediately following the completion of their secondary employment assignment at this same location when the officer

QUINCY POLICE DEPARTMENT

is operating a city owned vehicle. Officers in personal clothes and not operating a city owned vehicles are considered off-duty and not subject to this requirement.

III. GENERAL RESPONSIBILITIES REGARDING SECONDARY EMPLOYMENT

A. Business Coordinators

Officers in good standing with the Department, as identified in Section II, may volunteer to coordinate the staffing and logistics for secondary employment locations.

1. Business Coordinators must meet the following qualifications:
 - a. Meets Expectations or above ratings on the previous two annual performance evaluations.
 - b. Approval from the chain of command through the level of Division Commander.
2. Officers may receive compensation for this service that does not exceed the equivalent of payment for four (4) working hours at the secondary employment rate per month for each of these locations.

B. Supervisor Responsibilities

1. As patrol activity permits, patrol supervisors should periodically inspect the locations within their district that have secondary employment officers assigned.
2. When inspecting an alcohol location, the patrol supervisor shall ensure that the business has complied with the appropriate staffing levels and conditions, and that the officers are fulfilling their responsibilities as outlined within this policy.

C. Department Responsibilities

1. The Department shall review relevant conditions such as alcohol presence, pedestrian and traffic safety, past history, and officer safety needs in determining the staffing and supervisory levels for events.
2. The Department shall implement guidelines that address hourly pay ranges for secondary employment locations. Pay rates exceeding Department guidelines shall be approved by the Chief of Police or designee.

QUINCY POLICE DEPARTMENT

IV. REQUIREMENTS FOR FINANCIAL DISCLOSURE

All members who engage in outside and secondary employment are required to disclose this financial income to appropriate state and federal agencies in compliance with applicable laws.

V. WORKER'S COMPENSATION REQUIREMENT

All members who work outside and secondary employment are required by law to be covered by worker's compensation insurance. Members who engage in secondary employment are encouraged to take appropriate steps to ensure that such coverage is provided by the employer.

Members who are authorized to work secondary employment will be covered by the City of Quincy for injuries received while carrying out a law enforcement function, while acting within the scope and course of employment, including the authorized operation of a police vehicle to and from the site of the secondary employment location. Where questions arise regarding which employer is responsible for providing worker's compensation coverage, such questions shall be decided by the appropriate City officials on a case-by-case basis.

OUTSIDE EMPLOYMENT FORM

Name: _____ Department: _____

Position: _____ Hire Date: _____

Present working hours with the City / Work Begins: _____ Ends: _____

Days Worked Per Week: _____ Worked Performed: _____

APPROVAL IS REQUESTED FOR OUTSIDE EMPLOYMENT AS FOLLOWS:

Person/Firm I will be working for: _____

Address: _____ State: _____ Zip: _____

Type of work I will perform: _____

Days of the week I will work: _____ Hours per day: _____

Length of appointment: _____ From: _____ To: _____

As part of my application, I certify the outside employment request does not conflict with my City employment as defined in Section 3.03 or 3.95 of the City of Quincy Career Service Rules and Regulations. Further, I certify all work will be accomplished outside of the hours I work for the City that no City resources shall be used to perform outside employment work and such work shall not interfere or conflict with my City employment.

Employee's Signature

Date

DEPARTMENT HEAD

Above request is:

Approved

Disapproved

City Manager

Date

Signature

Date

Human Resources

Date

**CITY OF QUINCY
REGULAR CITY COMMISSION
AGENDA REQUEST**

DATE OF MEETING: February 22, 2022

DATE OF REQUEST: February 15, 2022

TO: Honorable Mayor and Members of the City of Quincy
Commission

FROM: Dr. Beverly A. Nash, Ph.D., Interim City Manager
Robin Ryals, Director, Utilities Department
Mo Cox, Assistant Director, Utilities Department

SUBJECT: **FIBER OPTIC COMPLETION PLANS: Change Order to Existing Contractual Agreement (RFP), the Continuation of Scope of Work and Cost Update**

Statement of Issue/Justification:

Based on extensive discussions with FEMA, the vendor and examination of the magnitude of the work that was needed and work that is required for completion, a change in the total amount and scope of work is being required and necessary. The original Request for proposal (RFP) was conducted July 13, 2020. The awarded vendor was Applied Com-Tek, Inc. specifically for fiber backbone repair located on West King Street, approximately for two city blocks. The work has continued on the broken fiber throughout the rest of the city, on broken cabinets damaged from Hurricane Michael (via pole broken) and the reattached loose fiber from wind damaged.

Scope of Work was extended by the previous city manager without proper change orders and/or approval of the city commission.

The Utilities Department was put in charge of the field portion of the capital project and was provided little or no direction from management. Given the importance of the moving forward to completion, the Utilities Department continued to make progress by working with the vendor.

It has been determined that the cost to complete the field portion of the fiber optic repair from Applied Com-Tek, Inc. including the destroyed cabinets,

splicing and other lines destroyed from poles to homes is estimated to be approximately \$750,000.00.

The amount of \$750,000.00 is reimbursable by FEMA.

Options:

Option 1: Approve change order to existing contractual agreement, the continuation of scope of work and cost update authorizing the signatures of the Mayor, Interim City Manager and Utilities Department Director.

Option 2: Deny approval of change order to existing contractual agreement, the continuation of scope of work and cost update authorizing the signatures of the Mayor, Interim City Manager and Utilities Department Director.

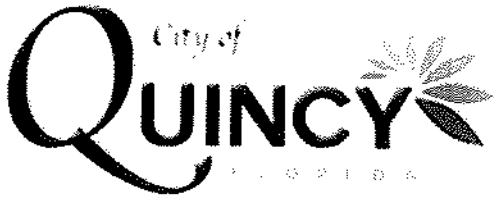
Option 3: Provide directions from the City Commission to the Staff.

Staff Recommendation:

Option 1

ATTACHMENT:

- Scope of Work Change Order: Applied Com-Tek, Inc.



SCOPE OF WORK CHANGE ORDER

PROJECT NAME	Capital Project: Fiber Optic - Hurricane Michael		
LOCATION OF WORK	System-Wide City of Quincy, Florida		
CONTRACT NO.	54-2020	CHANGE ORDER NO.	#1
REQUESTING PARTY	Utilities Department	DATE OF REQUEST	2/17/22
PROJECT MANAGER	Robin Ryals	CONTRACTOR	Applied Com-Tek, LLC
OWNER	City of Quincy, Florida 32351		

ITEMIZED CHANGES

WORK ORDER ITEM	ADD / DELETE / CHANGE IN COST	ORIGINAL COST	FINAL COST
Fiber Backbone Repair, RFP Bid Project 54-2020	\$699,440	\$50,460	\$750,000
TOTAL			\$750,000

MODIFIED FROM ORIGINAL SOW \$699,440

IMPACT TO SCHEDULE Will lengthen total project length to the end of July, 2022. However, funds are reimbursable from FMEA and will not exceed the total above of \$750,000. Applied Com-Tek, Inc. was selected by RFP earlier this year.

RECOMMENDED BY ENGINEER OF RECORD
 Utilities Department
 Robin Ryals, Director
 Signature: _____
 Mo Cox, Assistant Director

APPROVED BY:
 City of Quincy
 Ronte Harris
 Mayor
 Signature: _____

DATE 2/22/22

DATE 2/22/22

ACCEPTED BY CONTRACTOR
 Applied Com-Tek, LLC

Approved BY:
 Dr. Beverly A. Nash, Interim City Manager
 Signature: _____

DATE 2/22/22

DATE 2/22/22

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: February 22, 2022

Date Submitted: February 17, 2022

To: Honorable Mayor and Members of the City Commission

From: Dr. Beverly Nash Appointed Manager, City of Quincy
Charles J. Hayes, Interim Director, Building and Planning

Subject: **Black History Festival Partnership**

Statement of Issue:

The City of Quincy and Gadsden County has partnered and celebrated Black History Month for the past 42 years. Each year the parade and festival are held on the last Saturday in February.

With the theme "Celebrating Tomorrow's Leaders Today", the County has presented a proclamation to the public encouraging them to celebrate Gadsden County's diverse heritage and culture and continue creating a more just, peaceful, and prosperous world for all.

The 42nd Annual Black History Parade will be hosted by the Gadsden County Black History and Educational Organization on Saturday, Feb. 26, from 11 a.m. to 2:00 p.m. Set up for the parade starts at 10 a.m. The parade will begin promptly at 11 a.m. at the corner of Stewart Street and Martin Luther King Boulevard across from the bus yard. Entries from throughout the area will be featured in the parade. Featured acts include: The renowned Florida A&M University's Marching "100" Band.

The Grand Marshalls for the parade are Dr. Alma Little, Dr. Candace McMillion Dantley, and Dr. Acquinonette Bryant.

Bring family and friends to enjoy and celebrate this grand occasion as you enjoy the parade, performances, and greetings from local leaders in the community. This year's theme is "Spotlighting Black Health and Wellness."

Visit Dean Mitchell's Marie Brooks Gallery. The Gallery is named for Gadsden Countian/American artist Dean Mitchell's maternal grandmother, who inspired him to

become an artist. The Marie Brooks Gallery was established in 2017 and is located at 11 West Jefferson Street in Quincy, Florida, across the street from what was once McCrory's five and dime store. The gallery is open on Saturday's from 10 a.m. to 2 p.m. Tours are available.

The Committee will be honoring four hometown youth for their achievements during the festival.

Shakerria Allen

Shakerria Allen is a Gadsden County Junior at Carter Parramore Academy. This summer, she was in the County's first Youth Initiative Work Program. Shakerria earned her Certified Nursing Assistants Certificate and looks forward to working in the field. She currently works at Winn Dixie and is respected by her peers and teachers.

Sameriyah Bradwell

Sameriyah Bradwell of Chattahoochee is a University of Central Florida Sprinter and Gadsden County native who earned all-academic honors from the U.S. Track & Field and Cross-Country Coaches Association (USTFCCCA) in July. She is majoring in sport and exercise science.

Sameriyah recently signed a deal with warehouse retailer Sam's Club to be one of the featured faces of the company. In 2020 the State of Florida and the NCAA rule changes provided student-athletes opportunities to make money by selling their Name, Image, and Likeness (NIL) rights.

Ke'Cooper Cooper

12-year-old Ke'Mari Cooper of Midway is one of Florida's most popular Anglers in the world. A video of Ke'Mari went viral in 2019 when he reeled in the biggest catch of his life at 10 years old. Ke'Mari's viral video reached the Desk of Bass Pro Shop founder Johnny Morris. He then invited Ke'Mari and his fishing partner, his father Velt Cooper, to the Daytona 500 and personal fishing trips. Bass Pro Shop now sponsors Ke'Mari's likeness. Ke'Mari was featured in Bass Pro Shops 2021 Super Bowl Ad "Get Back to Nature."

Jarvis Rittman

Jarvis Rittman of Quincy is a senior at the Florida Agricultural and Mechanical University (FAMU), where he majors in food science and minors in music. Jarvis is the first Gadsden Countian to become a drum major for the world-renowned FAMU Marching "100" Band. He is also a member and president of the world-renowned Strikers Dance Troupe, which has performed with the biggest names in the industry, including Beyonce' Janelle Monae, The Alvin Alley Dance Company, and every major network and dance show in the country

such as "America's Best Dance Crew," "The New Edition Movie," and "The Quad." As a member of the Marching "100," Jarvis has served as the 2018-2019 Brass Leader, the 2019-2020 assistant section leader, the 2020-2021-line captain, and he made Gadsden County history when he became a 2021-2022 drum major.

The Joint committee County/City and Black History Cultural committee is requesting the city contribute to the concert/festival as follows:

The proposed cost for the festival/concert is estimated at \$20,000

Recording Artist	\$ 5,000.00
Local DJ Trucker	2,500.00
Stage Rental	2,500.00
Production and Sound	6,000.00
Advertisement cost	4,000.00
Total	\$ 20,000.00

No Artist can be listed or negotiated with until or unless the funds have been approved. Once approved the entertainment can be secured.

OPTIONS:

Option 1: Approve contribution

Option 2: Do not approve contribution

Commission discretion.

GADSDEN COUNTY *Celebrating*
BLACK
HISTORY MONTH
Tomorrow's Leaders Today

Black History Reception

February 25

6 p.m.

Marie Brooks Gallery
11 W Jefferson Street
Quincy, FL

Honorees and Parade Grand Marshalls to be honored

The Inaugural Black History Month Reception hosted by Oscar Venessee and Crystle May will close out a month of special programming honoring Tomorrow's Leaders Today **Shakerria Allen, Sameriyah Bradwell, Ke'Mari Cooper, and Jarvis Rittman**. The Grand Marshalls of the 42 Annual Black History Month Parade Dr. Alma Little, and Dr. Candace McMillion Dantley, will also be honored.

Guest can also preview Gadsden Countian Dean Mitchell's Art Collection at the Marie Brooks Gallery on Friday, Feb 25, 6:00 p.m., at 11 W. Jefferson Street, Quincy. Tickets are \$50 per person. Advance tickets are required. Space is limited. The Centers for Disease Control COVID-19 guidelines will be followed.

Marie Brooks Gallery was established in 2017 and is located at 11 West Jefferson Street in Quincy, Fla, across the street from what was once McCrory's, the five and dime store where Marie purchased a paint-by-number set for Mitchell when he was five years old. That simple, historic purchase changed the course of his life forever. Dean Mitchell, described by New York Time's art critic Michel Kimmelman as a modern-day Vermeer, is known for his watercolors, oils, and acrylic paintings.

The gallery is open on Saturday's 10 a.m. until 2 p.m. Tours are available by calling 850.627.2620.

Black History Parade

February 26

Celebrate Gadsden's County's Black History, culture, and achievements at the annual Black History parade hosted by the Gadsden County Black History and Educational Organization in conjunction with the Pi Psi Lambda Chapter of Alpha Phi Alpha Fraternity, Inc., on Saturday, February 26. The public is invited to bring family and friends to enjoy the Florida A&M University "Marching 100," the 2022 Black History Month Honorees, local area school bands, cars, and motorcycle clubs, entertaining parade

GADSDEN COUNTY *Celebrating*
BLACK
HISTORY MONTH
Tomorrow's Leaders Today

performances and greetings from local County and City leaders in the community. This year's theme is **"Spotlighting Black Health and Wellness."**

Set up for the parade starts at 10 a.m. The parade begins promptly at 11 a.m. at the corner of Stewart Street and Martin Luther King Boulevard across from the bus yard. Parade participant applications can be downloaded on the County's website. The Black History Month Festival will take place immediately following the parade. Festival vendor applications can be downloaded on the County's website. Vendors can also contact Monica Smart for information and an application at 850.510.4015.

Attendees are encouraged to arrive early to navigate around street closures, find parking and claim their favorite viewing spots along the parade route. The following streets will be closed for the parade generally from 10 a.m. until 1 p.m.: Stewart and Crawford. Motorists are advised to use caution while driving through the area.

The 2022 Annual Black History parade and festival is sponsored by the Gadsden County Board of County Commissioners and the City of Quincy. For additional information, contact the Gadsden County Public Information Office at 850.875.8671.

Dr. Little graduated from the University of Florida College of Medicine and the Tallahassee Memorial Hospital (TMH) Family Medicine Residency Programs. She is currently the Chief Academic Officer of the Florida State University College of Medicine. Dr. Little is a statewide and national leader in organized medicine. She has been involved in medical education since 1989, when she began teaching medical students and residents in her solo family practice in Quincy, Florida.

In 2002, Little became the founding chair of the Florida State University College of Medicine's Department of Family Medicine and Rural Health and, in 2003 was appointed to her current position of senior associate dean for medical education and academic affairs.

Dr. Little was named one of the 25 Women You Need to Know in Tallahassee in 2010, and in 2014, was identified by Black Health Magazine as one of the country's Top 15 Most Influential African American Medical Educators. She also received the 2014 Outstanding Physician of the Year Award from Capital Medical Society. She received the Director's Award for Outstanding Faculty and was honored with the 2019 AMWA's Elizabeth Blackwell Award.

GADSDEN COUNTY *Georgia*
BLACK
HISTORY | MONTH
Tomorrow's Leaders Today

Dr. McMillon-Dantley knew from an early age that she wanted to make a difference in healthcare. She attended James A. Shanks High School, graduating as class valedictorian. As a high school student, she earned an Associate of Arts Degree from Tallahassee Community College through the Dual-Enrollment Program. She then attended the University of South Florida as an Honors College student, where she earned a Bachelor of Science degree in Biomedical Science. Dr. McMillon-Dantley attended Palmer College of Chiropractic Florida, earned a Doctorate in chiropractic, and graduated as Cum Laude.

In 2012, Dr. McMillon-Dantley opened the doors to McMillon Community Chiropractic and became the first female chiropractor to own and operate a chiropractic facility in Gadsden County. Today, Dr. McMillon-Dantley feels blessed to have the opportunity to empower others to better health through health education. She is the author of a motivational book for women entitled, *Woman, Take Off Your Cape!: Stop Saving the Day and Start Saving Your Health*. She is the creator of *The Doc Knows*, a health and wellness website that educates women on how to make small steps for weight loss and better health.

GADSDEN COUNTY BLACK HISTORY AND EDUCATIONAL ORGANIZATION
IN CONJUNCTION WITH THE PI PSI LAMBDA CHAPTER OF ALPHA PHI ALPHA FRATERNITY, INC.

42nd Annual

GADSDEN COUNTY
BLACK HISTORY
FESTIVAL & PARADE

BLACK HEALTH & WELLNESS

FEATURING THE
FLORIDA A&M UNIVERSITY
"MARCHING 100"

SATURDAY
FEBRUARY 26, 2022

FESTIVAL • 10 A - 5 P
PARADE BEGINS at 11 A
(Gadsden County Courthouse Square)

GADSDEN COUNTY
BLACK HISTORY &
EDUCATIONAL
ORGANIZATION



Quincy

LIVE MUSIC + FOOD + GAMES

**City of Quincy
Regular City Commission
Agenda Request**

Date of Meeting: February 22, 2022
Date Submitted: February 17, 2022
To: Honorable Mayor and Commissioners
From: Dr. Beverly Nash, Interim City Manager
Marcia Carty, CPA, Finance Director
Subject: Funds Transferred to Grant Line

During the budget process for this current fiscal year, 2021-2022, the Commissioners transferred funds from a budget line item which is connected to a grant, BRACE/AmeriCorps/Volunteers in Service to America (VISTA) to another budget line, labeled "Contingency Reserves". The transferred funds were budgeted to account for payments to a contractor who works for the City of Quincy. This individual receives payment from another agency (AmeriCorps/BRACE) on behalf of the City for the services rendered. The disbursements to the contractor/volunteer and the monies indirectly received are accounted for in the following accounts:

1. Revenues (monies paid to contractor/volunteer by AmeriCorps)
001-366-10011 and 403-343-16710
2. Expenses (cost of the contractor/volunteer)
001-160-512-30341 and 403-520-531-30341

The amount of \$28,413 was removed from 001-160-512-30341 and placed in the "Contingency Reserve" account. The funds need to be reflected into the budget line item to account for the services rendered by the contractor, since the revenues are being recorded for monies paid to the individual by Americorp.

Options:

Option 1: **Remove the balance of the funds (\$15,470) from Contingency Reserve account (001-110-511-30390), and remove \$12,943 from 001-110-552-60641, Office Furniture. Transfer the \$28,413 back into Contractual Services to cover the cost of the services.**

Option 2: Other guidance by the Commissioners.

Staff Recommendation:

Option 1.

Attachments

- Removal from budget line on October 19, 2021
- BRACE/AmeriCorps/VISTA grant agreement continuation

G/L Account Inquiry

G/L Account: 001-180-512-30341
G/L Description: CONTRACTUAL SERVICES
Fiscal Year: 2022

Submit

Account Information

Account Information

Previous Year Projected: 0.00
Original Budget: 0.00
User Budget: 0.00
Encumbrance Carry Over: 0.00
Requires Job Number:
Create Asset From AP:
Normal Balance: DEBIT
Account Type: Expense
Close To Account: 001-271-00000
Allow Over Expend:
Expense Type: E (Regular Expense)
Expense Group: O (Operating)

Account Totals

YTD Through: November Fiscal Year: 2022

Re-Encumbered Amount: 0.00
Budget Amount: 28,413.00
Budget Adjustment: 28,413.00
Revised Budget: 0.00
Outstanding Encumbrance: 0.00
Total Expenses: 0.00
Pre-Encumbrance: 0.00
Available Budget: 0.00
Statistics: 0.00

Monthly Totals

Table with columns for months (Beg, Oct, Nov, Dec, Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Year End, Total) and values for various budget and expense categories.

Monthly Summary From History

History

From Date: 10 / 01 / 2021 To Date: 09 / 30 / 2022 Records Per Page: 20

Transaction history table with columns for date, amount, and description. Includes entries for budget transfers and expense corrections.

1 to 11 of 11 Records

Open Purchase Orders

GL Account Notes

Vendor Totals

G/L Budget Items

A/P Workfile

P/O Workfile

* monies transferred to Contingency

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: April 13, 2021

DATE OF REQUEST: March 30, 2021

TO: Honorable Mayor and Members of the City Commission

FROM: Marcia Carty, Acting City Manager
Dr. Beverly A. Nash, Grants

SUBJECT: Continuation of the Federal Grant between Communities Organizations Active in Disaster, Inc. d/b/a Be Ready Alliance Coordinating for Emergencies (BRACE)/AmeriCorps/VISTA Volunteers and the City of Quincy

Background:

On February 14, 2020, the City Commission approved and authorized the Mayor and/or City Manager to sign the AmeriCorps/Volunteers in Service to America (VISTA) Application and Proposed AmeriCorps/VISTA Assignment Description (VAD) for one (1) volunteer position under the job description of **Economic Development Specialist**.

On March 10, 2020, the City Commission approved the Memorandum of Understanding (MOU) between Communities Organizations Active in Disaster, Inc. d/b/a Be Ready Alliance Coordinating for Emergencies (BRACE)/AmeriCorps/VISTA Volunteers. The memorandum of understanding defined the responsibilities of the BRACE organization, as the Project Sponsor and the City of Quincy, as the Project Host and detailed the coordination of the assignment of the AmeriCorps BRACE/VISTA volunteer position.

The AmeriCorps BRACE/VISTA organizations conducted a nationwide application and recruitment search. **Mr. Hunter Harris** was vetted by the BRACE organization for the position. Mr. Harris is a 2017 graduate of the University of South Florida with a major in International Studies (emphasis on Policy/Economic Development) and a minor in History. In addition, he has a Master's degree from University of Glasgow, Scotland, United Kingdom in International Relations completed in 2019. His experiences included: eleven and one half months in Vietnam as an English teacher, resident assistant while at the University of Glasgow and orientation team leader while at the University of South Florida.

The average market value for this federally funded grant volunteer position (per BRACE) for Year 1 was: \$58,000 (included benefits). In Year 2, the average market value is: \$59,740.00 (includes benefits and 3% cost of living). The AmeriCorps BRACE/VISTA organizations provide (as a condition for service) the volunteer member: travel allocation, along with a bi-monthly living expense stipend and medical benefits.

The physical commitment by the City of Quincy has been office space, a computer and office supplies. **Mr. Harris' start date was: July 20, 2020 and service end date: July 19, 2021 (Year 1). Second year start date will be: July 20, 2021 and service end date: July 19, 2022.**

Statement of Issue:

The organizations have recommended a 2nd year for the City of Quincy. In order to extend this partnership, the City of Quincy must agree to a **match/share cost of \$6,500.**

AmeriCorps BRACE/VISTA (Federal Grant)	Federal Share	City of Quincy Share
Year 1 (2020-2021)	\$58,000.00 (included benefits)	\$0.00
Year 2 (2021-2022)	\$59,740.00 (includes benefits and 3% cost of living)	\$6,500.00
TOTAL	\$117,740.00	\$6,500.00

GL Numbers:

Category (split between two GL Numbers)	GL Number	Amount	Total
Revenue #1	001-366-10011	\$29,870.00	
Revenue #2	403-343-16710	\$29,870.00	\$59,740.00
Expenses #1	001-160-512-30341	\$3,250.00	
Expenses #2	403-520-531-30341	\$3,250.00	\$6,500.00

Job Number: 116

City Commission Action Needed:

Options:

- Option 1: Vote to approve the continuation of service by Mr. Hunter Harris in partnership with AmeriCorps BRACE/VISTA and authorize the Mayor and/or City Manager and/or Acting City Manager to sign the 2nd year volunteer position (federally-funded grant) and Memorandum of Understanding (MOU).

Option 2: Vote to deny the continuation of service by Mr. Hunter Harris in partnership with AmeriCorps BRACE/VISTA and not authorize the Mayor and/or City Manager and/or Acting City Manager to sign the 2nd year volunteer position (federally-funded grant) and MOU.

Option 3: Guidance and instructions provided by City Commissioners.

STAFF RECOMMENDATION:

Option 1.

Attachments:

Exhibit A: Memorandum of Understanding (MOU) between Communities Organizations Active in Disaster, Inc. d/b/a Be Ready Alliance Coordinating for Emergencies (BRACE) – Year 2.

Exhibit B: VISTA Assignment Description (VAD): Economic Development Specialist

Exhibit C: BRACE/VISTA Member Performance Review – October 22, 2020 and February 25, 2021 (Quarterly)

Exhibit D: Letter from BRACE, Pensacola, Florida

AmeriCorps/VISTA FL Panhandle Disaster Recovery MOU

Memorandum of Understanding (MOU) between

Communities Organizations Active in Disaster,

Inc.

d/b/a Be Ready Alliance Coordinating for Emergencies (BRACE)

&

City of Quincy

This Memorandum of Understanding (MOU) establishes a collaborative partnership between the above entities from July 20, 2021 through July 19, 2022.

This document defines the responsibilities of Communities Active in Disaster, Inc. d/b/a Be Ready Alliance Coordinating for Emergencies (BRACE) and hereinafter BRACE, as the Project Sponsor and City of Quincy as the Project Host Site with respect to the assignment of 1 AmeriCorps VISTA member to perform services with governmental partners and long term recovery organizations to assist the disaster impacted communities they serve. Community needs and project-related tasks are outlined in the Performance Measures section of the Project Host Site Application. The obligations of the parties hereto are subject to and governed by the terms and conditions of the Memorandum of Agreement between the Corporation for National & Community Service (CNCS) and BRACE, CNCS Project Number 12VSSFL004, which is incorporated herein by reference, and federal laws and regulations and CNCS policies applicable to the project, or which may become applicable to it subsequent to the execution of this Memorandum of Understanding (MOU).

1. As the Project Sponsor, BRACE will:
 - a. Serve as the Fiscal Agent and overall administrator for the grant and provide overall supervision of the grant, provide assistance to the Project Host Sites and VISTA members in support of grant implementation, and be the liaison between Project Host Sites, VISTA members and the Corporation for National and Community Service.
 - b. Comply with the provisions of the Memorandum of Agreement between the Corporation for National & Community Service and BRACE.

- c. Assign VISTA placements to the Project Host Site for the duration of this Memorandum of Understanding subject to the availability of funding and recruitment/training deadlines for VISTA Virtual Member Orientation (VMO) set forth by the CNCS.
- d. Assist the Project Host Site with the development of VISTA member work plans and volunteer assignment descriptions (VAD). Provide approval of all VISTA work plans and VADs prior to submission to CNCS and the recruitment of VISTA candidates.
- e. Provide training for recruitment, screening, interviewing, and selection of VISTA candidates.
- f. Assist with the final interview prior to the selection of VISTA candidates.
- g. Submit all CNCS reports within required timeframe.
- h. Transfer VISTA member(s) from one placement to another to comply with terms and provisions of the grant or upon the request of the VISTA member with the approval of CNCS. In this scenario, Project Host Sites will be given 14 days' notice.

2. The Project Host Site will:

- a. Assign a Site Supervisor to provide day-to-day supervision of the activities of the VISTA member(s).
- b. Submit a proposed budget detailing member mileage reimbursement, professional development, the project cost share, (if applicable), and in-kind assistance for housing, meals, etc.
- c. Participate in training for recruitment, screening, interviewing, and selection of VISTA candidates.
- d. Submit a VISTA work plan/VISTA Assignment Description (VAD) for approval according to the project timeline prior to the recruitment of VISTA member(s).
- e. Recruit, screen, interview, select, and submit VISTA candidates to BRACE for concurrence and submission to CNCS for approval and placement at VISTA Virtual Member Orientation (VMO.) VISTA candidate applications must be submitted thru the AmeriCorps portal to BRACE for selection and concurrence prior to approval by CNCS.
- f. Project Host Site agrees to select a VISTA member within the timeframe required by CNCS. If a VISTA member has not been selected within the time period required by CNCS, the Project Host Site will forfeit its eligibility in the program. Final approval for all VISTA candidates to attend VMO is subject to review and approval by CNCS.
- g. Provide the VISTA member(s) site specific orientation and training in the first week of the member's term of service.

- h. Provide adequate working space, materials, supplies, and access to a phone and computer, if needed, to permit the VISTA member to perform the member's assigned duties.
- i. Ensure that VISTA members are equipped with the skills and training necessary to facilitate the functions assigned in the member's VAD.
- j. Use the approved VAD as the source of tasks and responsibilities for the VISTA member to empower the capacity building activities of the member.
- k. Ensure that VISTA members dedicate an average of 35-40 hours per week to their approved VISTA work plans and assignment descriptions to address the community needs identified in the approved Project Sponsor Application. VISTA member's personal and sick leave, as well as any accrued comp time, will be tracked on a bi-weekly basis through On Corps Reports. Project Host Sites should use their existing policies and procedures to account for a VISTA member's actual work schedule and hours served and must report this information to BRACE bi-weekly in accordance to the AmeriCorps Verification Schedule. Refer to the BRACE Member and Supervisor Handbook for specific details related to VISTA leave policies and procedures.
- l. Schedule and conduct weekly meetings with the VISTA member to discuss the project's progress and other concerns.
- m. Ensure that the VISTA member is reimbursed for all local travel associated with the project. Mileage reimbursement should be provided in accordance with the Project Host Site's existing policies and procedures, or in absence of such rates, BRACE's rate (\$.445 per mile), as well as reimburse for professional development, and the project cost share fee, if applicable.
- n. Allow the VISTA member to participate in scheduled professional development and training opportunities, site visits, and conference calls. It is recommended that Project Host Sites budget 5750 in professional development and training funds for their VISTA member. The VISTA member will be required to attend a training identified by the BRACE VISTA Supervisor for the purposes of completing In-Service Training (IST) requirements as set forth by CNCS.
- o. Allow the VISTA member to participate in disaster relief/emergency response efforts as directed by CNCS.
- p. Allow the VISTA member to participate in Days of Service (e.g., MLK Day of Service, National Volunteer Week, Make A Difference Day) should activities be organized by BRACE, the Project Host sub site or in the community where the VISTA member is serving.
- q. Inform the BRACE VISTA Supervisor of any changes in status of the VISTA and other concerns related to the VISTA Project (such as arrests, medical emergencies, etc.) within 24 hours.
- r. Project Host sub site must notify the BRACE VISTA Supervisor within 24 hours of the actual departure date of any VISTA member who leaves prior to the

- completion of the 12-month service date and provide the reason why service is ending early.
- s. The Project Host Site agrees to assign Performance Measures to VISTA for monthly tracking, as well as provide project updates via quarterly Project Progress Reports (PPR) with VISTA member input. Updates are due according to the following schedule:

Reporting Periods and Due Dates

April 1 through June 30	July 15, 2021
July 1 through September 30.....	October 15 2021
October 1 through December 31...	January 15, 2022
January 1 through March 31	April 15,2022
April 1 through June 30.....	July 15, 2022
July 1 through September 30.....	October 15 2022

3. Joint Responsibilities

Both parties to the Memorandum of Understanding shall:

- a. Make every reasonable effort to ensure that the health and safety of the VISTA members are protected during the performance of their assigned duties. Neither BRACE nor the Project Host Site shall assign or require VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- b. Ensure that persons selected as VISTA members are not related by blood or marriage to Project Host Site staff, Project Sponsor staff, officers or members of the Project Host Site's or the Project Sponsor Site's boards of directors, or responsible program staff at CNCS.
- c. Neither the Project Sponsor nor the Project Host Site has the discretion or authority to dismiss or separate a VISTA member from service; CNCS is the sole authority that can terminate a VISTA member's term of service. The Project Site should document any performance or behavior issues and immediately report them to BRACE. The BRACE VISTA Supervisor will report such incidences to the

appropriate CNCS office and resolve them in accordance with rules governing the grant. This is necessary to provide VISTA members due process.

4. Non-Discrimination & Sexual Harassment

- a. No person with responsibilities in the operation of the project shall discriminate against any VISTA member, member of the staff of, or beneficiary of the project with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.
- b. Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As a recipient of federal financial assistance from CNCS, the Project Sponsor and Project Host Site are responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:
 - i. Acts of "quid pro quo," sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Project Sponsor or Project Host Site, their agents, or supervisory employees should have known of the acts.
 - ii. Unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature which have the purpose or effect of creating an intimidating, hostile, or offensive service environment.
 - iii. Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Project Sponsor or Project Host Site, their agents, or supervisory employees knew or should have known of the conduct, unless they took immediate and appropriate corrective action.

5. Legal Restrictions

VISTA members should work to emphasize the mobilization of local human, financial, and material resources, the transference of skills to community residents, and the expansion of the capacity of the low income community to solve its own problems. VISTA members should NOT perform administrative duties except for those related to the goals and objectives identified in their work plan.

The Project Host Site agrees that no VISTA member assigned under this MOU shall participate in:

- a. Partisan and non-partisan political activities, including voter registration.
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c. Labor or anti-labor organization or related activities.

- d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

The Project Host Site further agrees not to:

- e. Carry out projects (related to VISTA) resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities or providing voters transportation to the polls.
- f. Assign VISTA members to activities that would result in the hiring or displacement of employed workers, filling-in for absent employees or supervisors, or impairing existing contracts for services.
- g. Approve the involvement of any VISTA member assigned to it in planning, initiating, participating in, or otherwise siding or assisting in any demonstrations whatsoever.
- h. Accept, or permit the acceptance of, compensation from the VISTA members or from beneficiaries for the service of the VISTA members.

6. Modifications

This Memorandum of Understanding may be amended at any time by an agreement in writing executed by authorized representatives of the Project Sponsor and Project Host Site.

7. Termination

- a. BRACE will use the above provisions to determine continued eligibility of the City of Quincy to be a Project Host Site. Failure to comply with any of the roles and responsibilities as outlined in this MOU will result in responsive and corrective action to include removal of the VISTA member placed at your site. In this case, the BRACE Initiative will provide 14 days' notice of termination of and/or VISTA removal/transfer from the project.
- b. Any termination of the Memorandum of Understanding between BRACE as the Project Sponsor and the Corporation for National & Community Service will result in the termination of all provisions of this Memorandum of Understanding.

Signatures for MEMORANDUM OF UNDERSTANDING between BRACE and the City of Quincy:

Signature Michelle Luckett

Michelle M. Luckett
CEO
Be Ready Alliance Coordinating for Emergencies

Signature _____

Jack McLean Jr. and/or Marcia Carty
City Manager and/or Acting City Manager
City of Quincy, Florida 32351

04/6/2021

VISTA Assignment Description (VAD)

City of Quincy, Florida 32351

VISTA Volunteer: Hunter Harris

Position	Economic Development Specialist
Project Period	July 20, 2020 — July 19, 2022
Project Name	BRACE/VISTA
Project Number	12VSSFLOO4
Focus Areas (Primary and Secondary)	Capacity Building/Economic Development
Site Name	City of Quincy, Florida 32351

Goal of the Overall VISTA Project: to build capacity for the City of Quincy in order to manage and implement its vision (for the City of Quincy), its neighborhoods and its commercial park providing for economic development and long-term recovery after the devastation caused by Hurricane Michael.

Assignment Objective 1: to build capacity in order to manage and assist in the implementation of economic development projects, programs and the City of Quincy's vision.

Member Activity 1	Work with the City and stakeholders to identify and prioritize projects for downtown economic development.
	Identified projects (short list): <ul style="list-style-type: none">• Rural Infrastructure Fund (RIF), Florida Department of Economic Development, Bureau of Small cities and Rural Communities, Project Planning and Preparation Grant — county/city wide economic development and implementation plan and preparation of commercial/business park.• R2P2 Partnership Project, FEMA, US EPA• Rebuild Florida Hometown Revitalization Program (Hurricane Michael), Florida Department of Economic Opportunity.
Member Activity 2	Develop an electronic tracking system for tracking community resources, partners and funding needed to manage projects and development efforts.

BRACE VISTA Member Performance Review

VISTA Hunter Harris
 Site/Project City of Quincy, Florida
 Reviewer Beverly A. Nash, Ph.D.

Date Feb. 25, 2021
 Date of Last Review Oct. 22, 2020

	Excellent	Good	Poor	Comments
Communication Skills	X			Hunter has the personal/social, as well as, verbal communication skills to properly express himself (all situations) and understand the issue (s). He has conducted himself well in the community, with businesses and city staff. We have had numerous conversations and information sharing regarding grant writing and the skills necessary for this area.
Independent Productivity / Initiative		X		Over the last months, improvement has occurred, particularly in the initiative area. He has become familiar and comfortable with the environment and the individual personalities, as well as, rural small city government.
Community Outreach / Integration	X			He continues to interact with the CRA, community businesses and individuals. Has participated in public hearing on issues and items requiring residents' input and feedback.
Self-Motivated	X			He has a service mentality and is very interested in local, grass-root issues that impact people/residents.
Work Consistency	X			Hunter has improved. I believe he feels comfortable with my leadership/communication and management styles. He also understands more his role as a BRACE volunteer.
Cooperation / Collaboration	X			He is always willing to assist and help. Ready to do whatever (reasonable) that is asked of him. He has no problems working with others and being a part of a team.
Attitude/Team Player	X			Hunter is very positive in actions and attitude.
Alignment with VAD	X			Consistently review the VAD in order to maintain alignment.
Understanding of BRACE Mission	X			Advanced knowledge and appreciation for the BRACE mission.
Creativity	X			Hunter keeps me on my toes. . . thinks outside of the box and provided innovative insights.
Punctuality		X		Always timely in arriving to the office; working on focus regarding projects and assignments. When dealing with grant timelines, he tends to get really involved with the details and not the deadline or due date.

Funded by the Corporation for National and Community Service and AmeriCorps VISTA, and produced by Education Northwest and Bank Street College of Education.

Attendance	x			No problem with attendance.
Dependability	x			No problem with dependability.
Adherence with VISTA Policy	x			No problem with adherence to VISTA policy.

Other:

Job Satisfaction		x		Rural local government can sometimes be challenging to young educated and traveled individuals. The world view is different sometimes.
Support of BRACE Staff	x			The BRACE staff have been excellent in the area of support, availability and sharing of information.

Comments:

This part of the BRACE experience has been great. Hunter is learning and progressing in his role as a volunteer and valued member of the grants department staff. He has made a difference and contribution to the betterment of this office and the residents of the City of Quincy. The level of success and accomplishment has been due to his presence and contribution.

Thanks BRACE!

City of Quincy, Florida

For Information ONLY

Beverly Nash

From: Quincy Main Street <info@quincymainstreet.org>
Int: Tuesday, February 8, 2022 4:26 PM
To: Jack Mclean (admin)
Subject: Quincy Main Street Newsletter February 2022



February 2022 News and Events

A Message from the Director

Dear Friends,

The second month of 2022 is already here, and since our last newsletter we have been working on Quincy Main Street administrative processes as well as requirements for the state organization, Florida Main Street. We continue to plan excellent events for you for the rest of this year; in the surface quiet that has come after the holidays we remain busy behind the scenes.

One exciting effort is fleshing out a comprehensive work plan that maps our vision for downtown Quincy. We are committed to focusing on our unique history as a means to boost downtown vitality and make The Q a destination town. We want our plan to guide each decision, event and initiative and to help us move out of reaction mode. We'll submit the plan to Florida Main Street and

will share with you as well, but not before including some of you on key committees that will help us realize this vision together.

We have ordered a park bench and plaque in memory of Penny O'Connell. As with so many things, supply chain challenges put the delivery date some months out, but we're happy to have gotten this rolling. We are so thankful to those who donated in Penny's honor last year and will let you know when the location is finalized and what plans are for the installation.

HERE ARE SOME DATES TO NOTE:

Our next Farmers Market is **Thursday, February 24th from 2:00 to 6:00 pm.** This event, spearheaded by Board Treasurer Jerri Stewart, will be held once again in the empty lot at the northeast corner of Jefferson and Monroe Street. January's market was a huge success and the bounty was rich and beautiful. Grab some greens for dinner and say hello!

March 12 brings back our annual Quincy Porchfest. Last year's was a huge success, but this year promises to be even better! Board Member Dawn McMillan is our key organizer, and we are all in for an amazing treat this year. Watch for wonderful talent and a couple of new features you'll surely enjoy. Come stroll around downtown between **12:00 and 6:00 pm.** Quincy's architecture is like no other small town in North Florida; this is a great time to showcase it, so bring your friends.

We'll resume our Twilight Concerts in April. These magical evenings are so worth our effort when we see our Quincy friends catching up with each other over a meal and live music on the beautiful Quincy Garden Center grounds. Board President Crystle May works tirelessly on these events and we certainly benefit from her effort and vision, and we all come together on this and the other events to get it all done. Please watch the web site and Facebook for the date.

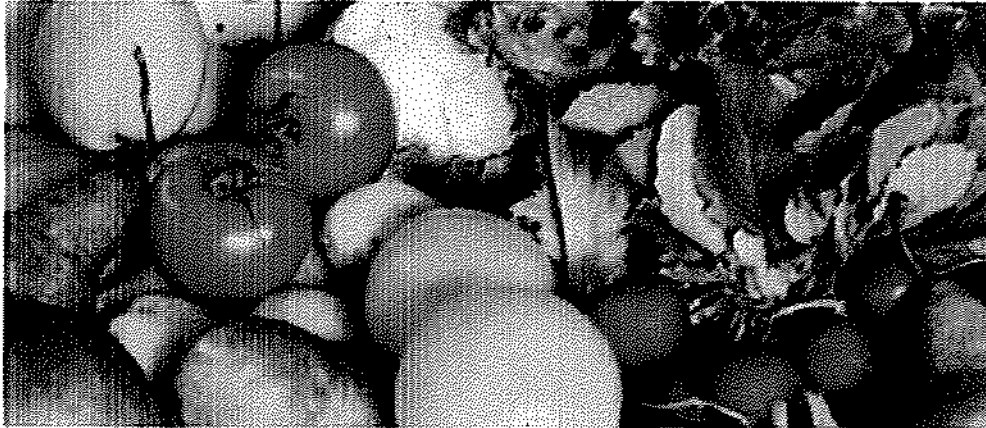
As always, we thank you for your support and encouragement, and for joining

the events we plan with you all in mind. It gives us great pleasure to see you with each other, enjoying our beautiful Quincy.

See you in the Q.

Theresa Sterling
Interim Executive Director
Quincy Main Street, Inc.

Quincy Main Street
Farmers Market



Thursday, February 24th 2022

2:00 PM - 6:00 PM

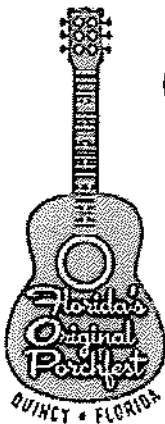
NE corner of N. Monroe St. & W Jefferson St.

Rain location: Bus barn behind First Presbyterian Church
on N. Madison St.

Interested growers please contact Quincy Main Street
at info@QuincyMainStreet.org or
Jerri Stewart at (850) 627-7126



QUINCY MAIN STREET PRESENTS



QUINCY PORCHFEST

SATURDAY • MARCH 12, 2022

12:00 - 6:00 PM

HISTORIC DOWNTOWN QUINCY

Disciples of Music • Below the Dam Band • Hot Mess
Thursday Night Music Club • Truly Blues • Mae West Band
Heebie Jeebies • Tallahassee Swing Band
Jerry Thigpen Trio • Rachel Hillman
Latin Soul • Hot Tamale • Ronnie Randolph • The Centenarians

— THANK YOU TO OUR SPONSORS —



Trulieve



Capital City Bank



May Nursery, Inc



Upcoming Events

[Quincy Main Street Calendar of Events](#)

FEBRUARY FARMERS MARKET

Thursday, February 24

2:00 - 6:00pm

NE Corner of N. Monroe St. and W. Jefferson St.

QUINCY PORCHFEST

Saturday, March 12

NOON - 6:00pm

Downtown Historic District

GADSDEN ARTS CENTER AND MUSEUM

Open Tuesday - Saturday, 10am - 5pm

Eluster Richardson: Three Decades

January 14 - March 19

For More Information:

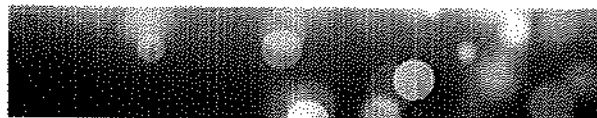
Gadsden Arts Center and Museum

13 N. Madison Street

www.gadsdenarts.org



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Amazon Smile Helps Quincy Main Street

Every time you shop on Amazon you could be helping Quincy Main Street. Register at AMAZON SMILE and designate Quincy Main Street as your charity of choice. At the end of the year Amazon contributes .5% of your annual shopping as a donation to Quincy Main Street. It sounds small, but it adds up, especially as more people select us as their charity. So spread the word! Please ask your friends and family to use Amazon Smile and select Quincy Main Street as their charity of choice.

[Click here to learn more about Amazon Smile](#)

Join or Renew Quincy Main Street Membership and Help Revitalize Downtown Quincy

Are you a member of Quincy Main Street? If not, please join today! Your membership makes a big difference. We greatly appreciate your support!

Yearly Memberships

Individual	\$50
Family	\$100
Business	\$100
Patron	\$250 - \$499
Benefactor	\$500 - \$999
Sustainer	\$1000 and higher

Make checks payable to: Quincy Main Street, Inc.

Mail to: P.O. Box 728, Quincy, FL 32353



OUR MISSION

The mission of Quincy Main Street is to bring together individuals and businesses to preserve, revitalize and improve Quincy's historic downtown for citizens and visitors alike. Our purpose is to preserve the rich and diverse culture of the South while enriching our community with sponsored activities and business development.

OUR VISION

Our vision is a revitalized and vibrant Quincy downtown district, a destination and center of commercial, civic and social life.

Quincy Main Street, Inc. is a 501(c)(3) charitable organization and is registered with the State of Florida as required by the Solicitation of Contributions Act. 100% of your contribution is used to support Quincy Main Street programs and services and no part of this contribution is retained by

any professional solicitor. Gifts are deductible to the extent permitted under federal income tax regulations.



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You are receiving this email because you are a member or a sponsor of Quincy Main Street.

Our mailing address is:

Quincy Main Street

P.O. Box 728

104-A N. Adams Street

Quincy, FL 32353

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BOARD OF COUNTY COMMISSIONERS
9-B East Jefferson Street / P. O. Box 1799 · Quincy, Florida 32351
OFFICE: (850) 875-8650 · FAX: (850) 875-8655 · www.GadsdenCountyFla.gov

MEMORANDUM

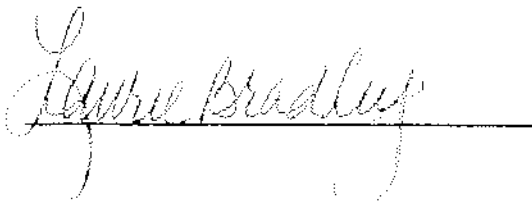
DATE: February 9, 2022
TO: Andre Walker, Fire Coordinator
FROM: Laurel L. Bradley, Executive Assistant
SUBJECT: September 21, 2021 - Agenda Item # 16 - City of Quincy

Enclosed please find one (1) fully executed original of the above referenced agenda item for your records.

If you should have any questions, please feel free to contact me directly at 875-8656.

/lb

Enclosure

A handwritten signature in cursive script, reading "Laurel L. Bradley", written over a horizontal line.

INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT BETWEEN
THE CITY OF QUINCY, FLORIDA AND GADSDEN COUNTY, FLORIDA

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is effective the 1st day of October, 2021 by and between the City of Quincy, Florida, a municipal corporation created and existing under the law of the State of Florida (hereinafter referred to as the "City of Quincy" or "City") and Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), as follows:

WITNESSETH

WHEREAS, the City and County have legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the City and County are authorized by Florida Statutes 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the City of Quincy maintains a fire department (the Department") capable of providing fire and rescue service outside the City of Quincy's corporate boundaries, and

WHEREAS, residents of Gadsden County residing outside the City of Quincy's corporate boundaries are in need of fire and rescue service, and fire and rescue service is a service the County believes would be beneficial to the health and welfare of residents living in the unincorporated areas of the County, and

WHEREAS, the City of Quincy and the County recognize that it would be beneficial to both parties to utilize a single fire and rescue service for the City of Quincy and unincorporated County in the immediate vicinity.

NOW, THEREFORE, in consideration of the following and the mutual obligations of the parties contained herein the parties agree as follows:

1. Authority. This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.
2. Automatic Aid. The City of Quincy Fire Department will provide automatic aid to the areas of Quincy, Quincy, St. John/Robertsville, Wetumpka, Midway, and Interstate 10 from MileMarker 173 (Greensboro Exit) to Mile Marker 193 (East County line) for structure fires, accidents and other life-threatening situations. The City of Quincy shall be solely responsible for responding, without request, to all incidents requiring response in the foregoing incorporated and unincorporated areas.
3. Mutual Aid. The City of Quincy Fire Department will provide mutual aid fire and rescue service upon request to all volunteer fire departments in all other incorporated and unincorporated areas of Gadsden County.

4. Incident Report. The City of Quincy shall provide a copy of the STATE OF FLORIDA fire incident report to the Fire Coordinator and the State Fire Marshal's Office with completed information within the time required by law following the report of a County fire incident.

5. Insurance. The County shall insure against liability for Quincy's Fire Department while providing fire and rescue service outside the corporate boundaries of the City of Quincy as described herein. By voluntarily maintaining such insurance the County is not assuming any liability for the acts or omissions by the City of Quincy or the City of Quincy Fire Department. The City of Quincy shall maintain liability insurance for Quincy's Fire Department while providing fire and rescue service within the corporate boundaries of the City of Quincy and shall maintain Worker's Compensation and all other insurance required by and in accordance with State law and shall indemnify and hold the County harmless for any acts or omissions made or undertaken while providing fire services within the corporate boundaries of the City of Quincy.

6. Vehicle Provision. The County shall provide a serviceable vehicle/tanker owned and insured by the County during the term of this agreement to be used by the Quincy Fire Department to respond to all fire and rescue calls within the City and the service area as defined in Section 2, at no charge by the County to the City of Quincy. The City of Quincy shall be liable for routine maintenance and minor repairs, and all fuel. All major repairs, which involve single-item costs exceeding \$1,000, shall be the responsibility of the County.

In the event a major repair is required that will result in downtime exceeding seven (7) days for the vehicle furnished by the County, the County shall furnish a qualified temporary replacement fire service vehicle until the repairs are completed.

7. Use of Funds. The City of Quincy agrees that funds received from the County under this Agreement shall be used only for costs associated with providing fire and rescue services. Because there is a mutual benefit derived from using all available City of Quincy and County equipment and resources on fires, equipment and resources shall not be restricted by geographic boundaries.

8. Records. The City of Quincy shall maintain financial records of expenditures of the Quincy Fire Department within guidelines of the State of Florida Uniform Accounting System for Local Governments, shall no later than the 10th day after the end of each quarter provide the County copies of the list of all Quincy Fire Department expenditures for the quarter and quarterly reports of fire activity within the unincorporated limits of the County in a form that is uniform throughout the County.

For the services performed under this Agreement, the Department shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the Department in connection with the services performed under this Agreement.

IF THE DEPARTMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEPARTMENT'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE GADSDEN COUNTY CLERK OF COURTS, 10 E. JEFFERSON ST., QUINCY, FL 32351, (850) 875-8612, clerkofcourt@gadsdenclerk.com.

The Department must comply with the public records laws, Chapter 119, F.S.; specifically, the Department shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. 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 Department does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Department or keep and maintain public records required by the County to perform the service. If the Department transfers all public records to the County upon completion of the contract, the Department shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Department keeps and maintains public records upon completion of the contract, the Department shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

The County shall have the right from time to time at its sole expense to audit the compliance by the Department with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

9. Payment of Funds. Subject to funding and the insertion of Consumer Price Index (CPI) data upon its release, as set forth below, the County shall pay the City of Quincy a total of \$ 486,688.00 in four equal quarterly payments of \$121,672.00, for the quarter of October through December/January through March/April through June and July through September, in the first year of the Agreement upon submission of a request for payment by the City. Each subsequent year an automatic adjustment will be made to the Agreement beginning each October 1st, based upon the average consumer price index of the previous 12 months. Any and all payments made by the County and to the City of Quincy for the provision of fire and rescue services shall be used only for expenses of the Quincy Fire Department and an accurate accounting of all funds is required. The County reserves the right to amend this document upon release of the relevant CPI data from the appropriate authority to reflect any increase/decrease in the amounts owed.

10. Equipment. Except for planned purchases from the fire reserve fund, any single item and/or piece of equipment used solely for fire and rescue service costing \$1,000 and above

which are purchased with Gadsden funds shall be the property of Gadsden County. All such items and equipment shall be placed on County of Gadsden Inventory, as policy permits.

11. Inspection. The parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes and Section 24(a), Art. I, of the State Constitution.

12. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.

13. Effective Date. This Agreement shall be effective upon filing in the office of the Clerk of Court of Gadsden County and as of October 1, 2021.

14. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.

15. Expiration. This Agreement shall expire on September 30, 2022, unless terminated earlier as set forth herein or extended by written agreement of the parties.

16. Termination. Either party may terminate this Agreement without cause by providing six (6) months' written notice of intent to terminate. Either party may terminate this Agreement for cause immediately without notice. In the event of termination, the County shall not be responsible for payment of any amounts due after termination.

17. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.

18. Appropriation; Subject to Available Funds. Any amounts due under this Agreement shall be subject to the amounts budgeted by the County as amounts available for expenditure for the continued performance of this Agreement, and the County shall not be liable for any amounts which are not included in the adopted budget for any fiscal year. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not included in an adopted budget. The County's disbursement of funds which were not budgeted or otherwise available for disbursement shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

19. Choice of Law, Venue, and Severability. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any action brought in relation to this Agreement shall be in a court of competent jurisdiction in Gadsden County, Florida. If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

20. No Assignment. This Agreement is not assignable.

21. No Third-Party Beneficiary. This Agreement is solely for the benefit of the County and the City, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.

22. Contractual Relationship. The relationship between the County and the City is such that the City shall be an independent contractor for all purposes. Neither the City nor any agent or employee thereof shall be an agent or employee of the County for any reason. Nothing in this agreement shall be deemed to create a partnership or joint venture between the City and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the City or any other person or entity.

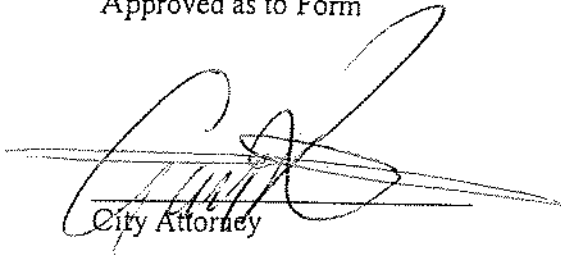
23. Indemnification: Hold Harmless. The City expressly recognizes and agrees that it is solely responsible for the actions, omissions, maintenance and operation of the Quincy Fire Department, and the County shall have no liability or responsibility for any damages or injury that result from or are related to any failure or deficiency in the actions, omissions, maintenance, or operation of the Quincy Fire Department at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, the City shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from the actions, omissions, maintenance and operation of the Quincy Fire Department. The County's responsibility under this Agreement is limited solely to the payment of funds and maintenance of insurance as set forth herein, and nothing herein shall cause the County to have any liability or responsibility whatsoever for the actions, omissions, maintenance and operation of the Quincy Fire Department at any time during the term of this Agreement or thereafter. The indemnity obligations of the City under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, neither party intends and in no way waives any sovereign immunity rights that it possesses.

24. Entire Agreement. The parties agree and acknowledge that: (a) this Agreement constitutes a total and complete integration of the entire understanding and agreement between the parties; (b) there are no representations, warranties, understandings or agreements between the parties other than those specifically set forth in writing in this Agreement; (c) in entering into this Agreement, none of the parties has relied on any representation, warranty, understanding, agreement, promise or condition not specifically set forth in writing in this Agreement; and (d) except as expressly provided in this Agreement all prior and/or contemporaneous discussions, negotiations, agreements and writings have been and are terminated and superseded by this Agreement.

25. Disputes. Any and all disputes, including but not limited to those concerning billing, authorized use of funds, and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.

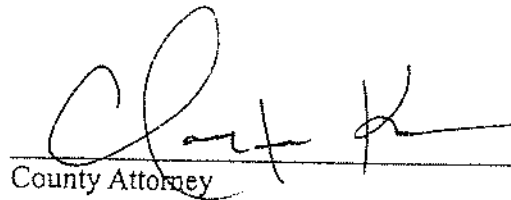
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

Approved as to Form



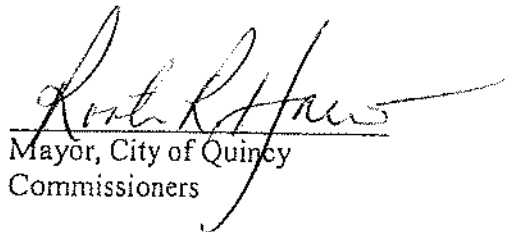
City Attorney

Approved as to Form



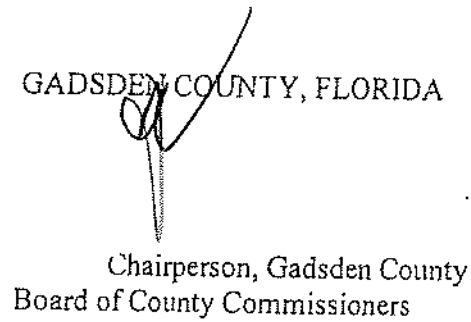
County Attorney

CITY OF QUINCY, FLORIDA



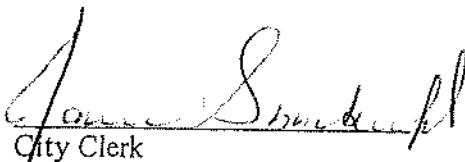
Mayor, City of Quincy
Commissioners

GADSDEN COUNTY, FLORIDA



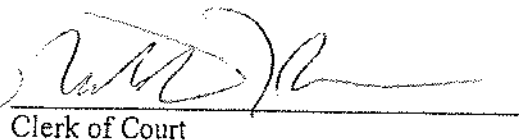
Chairperson, Gadsden County
Board of County Commissioners

ATTEST:



City Clerk

ATTEST:



Clerk of Court