

City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



Meeting Agenda

Tuesday, April 22, 2014

6:00 PM

City Hall Commission Chambers

City Commission

Keith Dowdell, Mayor (Commissioner District One)

Larry Edwards, Mayor Pro-Tem (Commissioner District Five)

Micah Brown (Commissioner District Two)

Derrick Elias (Commissioner District Three)

Andy Gay (Commissioner District Four)

**AGENDA FOR THE REGULAR MEETING OF
THE CITY COMMISSION OF
QUINCY, FLORIDA
Tuesday
April 22, 2014
6:00 PM
CITY HALL CHAMBERS**

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Special Presentations by Mayor or Commission

Approval of the Minutes of the previous meetings

1. Approval of Minutes of the 3/25/14 Regular Meeting
(Sylvia Hicks, City Clerk)
2. Approval of Minutes of the 4/8/14 Regular Meeting
(Sylvia Hicks, City Clerk)

Public Hearings as scheduled or agendaed

Public Opportunity to speak on Commission propositions – (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitations of Sec. 286.0114(3)(a), Fla. Stat.)

Resolutions

Reports by Boards and Committees

Reports, requests and communications by the City Manager

3. NAACP

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4. Gadsden Arts Center Presentation (Growth and New Programming)
 5. Bus Shuttle Contract: 2014 to 2015 Update
(Mike Wade, Interim City Manager; Bernard Piawah, Building and Planning Director)
 6. Summer Youth Program
(Mike Wade, Interim City Manager; Bessie Evans, Human Resources & Risk Management Director)
 7. 90 Day Old Account Status Report
(Mike Wade, Interim City Manager; Ann Sherman, Customer Services Director)
 8. Gadsden County/City of Quincy Joint Communications Center Report
(Mike Wade, Interim City Manager; Walt McNeil, Police Chief)
 9. QFD Monthly Report
(Mike Wade, Interim City Manager; Scott Haire, Fire Chief)
 10. Financials
(Mike Wade, Interim City Manager; Jeffrey Williams, Interim Finance Director)

Other items requested to be agendaed by Commission Member(s), the City Manager and other City Officials

11. External Auditor Negotiation

Comments

- a) City Manager
- b) City Clerk
- c) City Attorney
- d) Commission Members

Comments from the audience

Adjournment

*Item(s) Not in Agenda Packet

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
MARCH 25, 2014
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, March 25, 2014, with Mayor Commissioner Dowdell presiding and the following present:

Commissioner Micah Brown
Commissioner Larry D. Edwards
Commissioner Gerald A. Gay, III
Commissioner Derrick D. Elias

Also Present:

City Manager Jack L. McLean, Jr.
City Attorney Jerry Miller
City Clerk Sylvia Hicks
Police Chief Walt McNeil
Interim Finance Director Jeffery Williams
Customer Service Director Ann Sherman,
Utilities Director Mike Wade
Interim Information Technology Director Christopher Jordan
Planning Director Bernard Piawah
Account Specialist Catherine Robinson
Fire Chief Scott Haire
CRA Manager Regina Davis
Parks and Recreation Director Gregory Taylor
Interim Public Works Director Reginald Bell
Executive Assistant to City Manager Cynthia Shingles
Human Resources Director Bessie Evans
Police Officer Harold Barber
CRA Attorney Hubert Brown
Sergeant At Arms Assistant Chief Glen Sapp

Also Present: Former Mayor Commissioner Angela Sapp
Commissioner Elect Daniel McMillian

Call to Order:

Mayor Dowdell called the meeting to order, followed by invocation and the Pledge of Allegiance.

Special Presentations by Mayor or Commission

Approval of Minutes

Commissioner Gay made a motion to approve the February 25, 2014 minutes with corrections as necessary. Commissioner Elias seconded the motion. The ayes were unanimous.

Commissioner Edwards made a motion to approve the March 11, 2014 minutes with corrections as necessary. Commissioner Gay seconded the motion. The ayes were unanimous.

Consent Agenda:

Transferring Deed of City Property to Tallahassee Community College for the location of a Quincy Campus

Commissioner Gay made a motion to approve the consent agenda. Commissioner Edwards seconded the motion. Commissioner Elias asked if they would amend their motion to include a reverter clause and a time frame for commencing. Both Commissioner Gay and Edwards amended their motion to include a five year commencement and a reverter clause. The ayes were unanimous.

Public Hearings as scheduled or agendaed

Ordinance No. 1064-2014 Annexation of IFAS Property located on Pat Thomas Parkway.

Commissioner Elias made a motion to read Ordinance No. 1061-2014 by title only. Commissioner Gay seconded the motion. Upon roll call by the Clerk the ayes were Commissioners Brown, Edwards, Gay, Elias, and Dowdell. The Clerk read the title as follows:

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA RELATING TO THE ANNEXATION OF CONTIGUOUS PROPERTY TO THE CITY; PROVIDING FIR AUTHORITY; PROVIDING FIR ANNEXATION AND LEGAL DESCRIPTION; PROVIDING FOR A MAP OF ANNEXED AREA; PROVIDING FOR ZONING AND LAND USE; PROVIDING FOR COMPLIANCE WITH LAW; PROVIDING FOR FILING; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Dowdell stated this is a public hearing and asked if anyone had any comments. No one had any comments.

Commissioner Edwards made a motion to approve Ordinance No. 1061-2014 on first reading. Mayor Dowdell seconded the motion. Upon roll call by the Clerk, the ayes were Commissioners Brown, Edwards, Gay, Elias, and Dowdell. Nay was none.

Public Opportunity to speak on Commission propositions – (pursuant to Sec. 286.0144, Fla. Stat. and subject to the limitations of Sec. 286.0114(3)(a). Fla. Stat)

John Thomas of 736 Willie Ruth Lane came before the Commission and stated he needs to clarify a couple of issues the first being the Level 3 Hosford Project, he stated that the City needs more bandwidth and stands to make money along the way. Second we

can save money by paying \$3,100 instead of \$5,100. Third Mr. McLean is a good man and he think they should keep him as the City Manager he has done great things for the City.

Robert Peoples of 237 North Lowe Street came before the Commission and stated that there are too many variables to look at beside the audit and the deficit but he knows the Commission will do the right thing.

Janice Shackelford of 817 Arlington Circle came before the Commission and stated that she can't afford to have her utility bill raised. She also stated that she in support of broadband.

Emanuel Sapp of 802 2nd Street came before the Commission and stated that Mr. McLean brought us out of a \$6M dollar deficit and the citizens had to pay a judgment. He stated we shouldn't get rid of the Manager. Mr. Sapp stated that they need to stop breaking the sunshine law.

Lula Love of 343 Stanley Street came before the Commission and stated that the Manager is a good person and we don't need our utility bills to go up. She stated they need a street light at GF & A Drive.

Jonie Bradwell of 644 George Street came before the Commission and stated that we need to get out of the telecommunication business she stated that she loves her City and wants to see it prosper.

Wilbur Davis of 620 GF & A Drive came before the Commission and stated that he had requested speed humps on his street. He also stated that we need to give the Manager a chance to change things.

Alphonso Figgers of 215 Chalk Street stated that it seem that some of the Commissioners has a personal vendetta we need to spend our time helping the City Manager to build up our City. The City Manager's position is a difficult position and we all must be on common ground and work with the Manager.

Malcolm Carter manager of Hardees came before the Commission and stated that he is not attacking anyone character because he doesn't know anyone here. He stated when he came to the City he stated where is the businesses if the Manager is not doing his job he needs to be removed. He stated that if he was not doing his job at Hardees they would replace him.

Resolutions:

Resolution No. 1312(A)-2014 Grant Application for Sidewalks on South Adams Street

Commissioner Edwards made a motion to approve Resolution No. 1312(A)-2014 to continue to support of sidewalks with transportation alterative program funding. Commissioner Brown seconded the motion. The ayes were unanimous.

Resolution No. 1313-2014 Transferring Deed of City Property to Tallahassee College for location of a Quincy Campus

Commissioner Gay made a motion to approve Resolution No. 1313-2014 a resolution authorizing and directing the conveyance of title to real property of the City to the District Board of Trustees if Tallahassee Community College with restrictions and in the event of default in use reversion of title to the City of Quincy. Commissioner Edwards seconded the motion. The ayes were unanimous.

Reports by Boards and Committees:

Reports, requests and communications by the City Manager

Discussion of Audited Financial Report Year End 2012

Interim Finance Director reported to the Commission that the audit shows the City had deficits in spendable net assets or fund balance. He named several factors including weather, businesses leaving, accounting inaccuracies, and loss of utility revenue of approximately \$5.5M over 2011 and 2012. Mr. Williams stated that utilities revenue dropped from a high of \$25M in 2010 to \$18.8M in 2012. He also stated that a lack of sufficient revenue on a year to year basis makes for difficulty covering basic operations, repairs and inflation. Mr. Williams stated the short term goal is to reduce payable to less than half month or below \$1M (the City collects about \$2M of revenue per month. The long term goal is to have cash on hand of 3 to 6 months revenues or expenditures (\$6M to \$12M). Commissioner Elias asked how much money have we put in the reserves. Mr. Williams stated that we have a cash flow problem and we have not put any funds in the reserves. Commissioner Elias asked should it have taken this long to prepare an audit. Mr. Williams replied no it shouldn't have taken this long. Commissioner Gay had several questions regarding the audit i.e. what is the economic environment, noted a check was written in the amount of \$45,000 with only a proposal. Commissioner Elias had the following questions regarding the findings and stated this is not acceptable 4 out of 15 selections did not have the proper calculations of the customer utility bills, and 5 out of 12 selections the transactions were related to the current audit period the authorization date and the postings dates were after the year end. Mayor Dowdell stated that we need to change accounting system and that would make the City more efficient. Commissioner Edwards asked the Manager if he had la chance to look into selling telecommunication. The Manager stated about three years ago he looked at it but part of the \$2.8M was service to the City and he cut general government. We can sell the IT but we will have to look at what it would cost us to lease the service he stated you must remember we have a bond and it must be satisfied we bond was issued in 2003 and we are 10 years in and he think it was for 20 years so we would have o factor in paying off the bond if we sell our telecommunications. Mayor Dowdell stated that when we started NetQuincy we knew from the beginning that we were not going to make any money but now we are in a position where we can make some money from different vendors like the City of Tallahassee in the amount of \$72,000 per year and in five years that would be ½ million dollars and could grow to other venders we want to sell it.

Discussion of Smart Grid expenses and cash flows

City Manager McLean reported that the City received bond proceeds and grant proceeds to build and improve infrastructure. The expenses were electric, water, and gas meters, data control hardware, electric power management hardware, data transmission lines, and software to monitor power flow, collect, record and distribute meter data.

The Interim Finance Director stated that the temporary payments in and out were to pay off the line of credit and the account has been restored to reverse those transactions and the City's books also reflect that payback to the Smart Grid fund. Commissioner Gay stated he noticed on the Smart Grid Book Cash Activity Account that there were two payments to a Project Manager asked the Manager what was the funds used for. The Manager stated John Thomas is the Project Manager for Level 3 Project. Commissioner Gay also asked the Manager of the expenditures to liability insurance. The Manager stated that he purchased the insurance for the fiber to go along the railroad. He stated he was within his authority to make those expenditures and executes contracts up to \$10,000. Commissioner Gay asked how expenditures from the Smart-Grid coincide with the 2011 Bond. The Manager stated our AML system needed more bandwidth and other data supported devices for our Smart-Grid system. Commissioner Gay asked was there engineering. The Manager stated it is going to cost approximately \$700,000 to complete our SCADA System and we need more bandwidth to do that and he was going to bring it to the Commission for approval. The Manager stated only staff drawings. Commissioner Gay stated the Manager's responsibility is to keep the Commission informed of what is going on.

Selection of External Auditor

The Commission on February 11, 2014, approved the auditor selection committee and the issuance of an RFP for professional services to provide auditing services. The following firms responded to the RFP: Harvey, Covington & Thomas, Powell & Jones, Warren Averett, Moran & Smith, and TBCA Watson Rice. Commissioner Edwards made a motion to approve the firm rankings and authorize staff to begin negotiation with Moran & Smith for a professional auditing contract that will be submitted to the Commission for approval. Commissioner Gay seconded the motion. Commissioner Elias asked if our books are ready to be audited. The Finance Director stated that the trial balance will not be ready until the end of April. Commissioner asked what action have they taken to fill the position of the Accountant III. The Finance Director stated that they are looking at the old applicants and see if anyone is still interested in the position. The Ayes were Commissioners Edwards, Gay and Elias. Nay was Commissioners Brown and Dowdell. The motion carried.

Down Town Master Plan

Bernard Piawah, Planning Director reported to the Commission that the selection committee chose Atkins-Joel Sampson & Associates as the top firm to prepare the Downtown Master Plan and the plan will establish a clear defined footprint for the downtown that will provide an economically viable downtown, create boundary and look for the downtown. Mayor Dowdell stated that we should be spending this money for the Business Park for a site evaluation. Commissioner Gay made a motion to authorize the City to enter into a cost discussion with Akins-Joel Sampson & Associates for the preparation of the Downtown Master Plan and if the price is not right go to the next candidate. Commissioner Brown seconded the ayes were Commissioners Brown, Edwards, Gay, and Elias. Nay was Commissioner Dowdell. The motion carried.

Lease of (4) New Police Cars

Police Chief McNeil reported to the Commission that the three of the vehicle will be used for general marked unit patrol at a cost of \$28,526.70 per vehicle and one as a K-9 unit at a cost of \$37,434.92 totaling \$123,015.02. Commissioner Dowdell made a motion to approve the purchase of the four (4) police vehicles from Garber Chevrolet Buick GMC Truck from the State of Florida Contract purchasing process, with financing of this purchase via a five year lease agreement with Bancorp Bank. Commissioner Brown seconded the motion. The ayes were Commissioners Brown, Edwards, Gay, and Dowdell. Nay was Commissioner Elias.

Quincy Fire Department Monthly Activity Report – No comments

Financials/P-Card Statement

Commissioner Elias asked the Interim Finance Director if he think that since winter is also over would we see the predicted amount of gas. Mr. Williams stated he would expect only 100%. Commissioner Elias asked the same for water and sewer. Mr. Williams stated since we just increased the rates they should be alright. Mr. Williams stated that the electric may have to be adjusted down. Commissioner Elias stated that at the last meeting there were purchases made on the P-Card by person not employed by the City anymore and on this statement some of the same. The Manager stated this statement is over a month old and no other purchases should be on the statement.

Other Items requested to be agendaed by the Commission Member(s), the City Manager and other City Officials

Selection for City Attorney

City manager McLean stated that the Attorney tenured his resignations on March 14, 2014 and has prepared a RFQ. Commissioner Edwards made a motion to approve the publication of the RFQ for attorney services. Commissioner Gay seconded the motion. The ayes were unanimous.

Removal of the City Manager

Commissioner Elias made a motion to remove the City Manager. Commissioner Brown seconded the motion. Mayor Dowdell told Commissioner Elias that he was not on the prevailing side and could not bring the item back up. The Attorney stated that Commissioner Elias motion is proper and in order. Commissioner Edwards stated this is going to cost us a lot of money why don't we wait until October when the contract is up we can put out a RFQ he is not in favor of firing the City Manager. The City Manager McLean stated that he has been the Manager for five years and has given the City his best and that he agrees with Commissioner Edwards that he would prefer to work. City Manager McLean thanked everyone who came out and spoke on his behalf and stated he has done a good job. He stated that he has always spent within the budget during his tenure we have Smart-Grid, Tanyard Creek, New Fire Station, reduced the budget from \$40M to \$31M. The City Manager told Commissioner Brown that he would have like to get to know him better to discuss things. City Manager McLean stated that he is entitled to his two week notice and stated that his record would speak for him. Commissioner Gay stated that the last thing he wants to do is to go out and hire a City Manager but he has lost confidence in the City Manager. He stated that it took nine months to get an unqualified opinion and that is not acceptable. He told the Manager that he did not know he was employed by Riviera Beach and did not tell the Commission about it. The Manager is the Captain of the ship and is disregard of the Commission to keep them informed of contracts, we have developed a non-compliant culture causing us to have closed accounts, late payments to vendors and he think it is time for new leadership. The first two years you did great things but over the five year span the last three year we have taken steps backwards. He stated that he believes that the 2013 audit will reveal even more. The Manager stated that he is their Labor Attorney and only has to be there on a as needed basis and stated he has only been down there less than ten times over a twenty four month period and this item was brought up two or three years ago. Commissioner Elias stated there comes a time where you just have to cut your losses and from the beginning when everyone was saying we had a contract it was going to cost us. Mayor Dowdell stated that since Commissioner Elias was not on the prevailing side he couldn't bring up the matter of removing the City Manager. The Attorney gave his opinion stating that when there is a negative vote means there is no action thus the motion is in order and proper. Commissioner Elias stated he made the motion on bases of a contract and the Manager waived 3.02 of the Charter. The Manager stated if he was the Commission he would allow the person to work and not have to pay the funds. The Manager stated that his severance is approximately \$60,000 and leave time of approximately \$90,000 to be paid in one lump sum. Commissioner Elias stated we may have to consider malfeasance, misfeasance or nonfeasance and not have to pay the severance. Mayor Dowdell asked the Finance Director how much do we own on the bonds. The Finance Director replied approximately \$23M. Mayor Dowdell stated that when the trustee of the bonds finds out that we don't have a City Manager, City Attorney, or a Finance Director they would call in the bonds. The Finance Director they will not call in the bonds on managerial decisions but if we default on payment they would. Mayor Dowdell stated he would be the first to say, "I told you". Commissioner Elias asked

the Mayor to move the agenda along. Upon on roll call by the Clerk the ayes were Commissioners Brown, Gay and Elias. Nays were Commissioners Edwards and Dowdell. The motion carried three to two to remove the City Manager.

Comments:

City Manager – None

City Clerk – None

City Attorney

Attorney Miller requested that the Commission allow his firm to withdraw from two current litigations and presented to the Commission consent to withdrawal of counsel for Cadence Bank, N.A. All-Tech Southeast, Inc. (The Kilmer's) and David J. Hall & Lloyd FL. Pavilion, LLC Commissioner Elias made a motion to allow the Attorney to withdraw his services. Commissioner Gay seconded the motion. The ayes were unanimous.

Commission Members

Commissioner Elias stated the budget still needs to be reassessed to make sure that we are going to stay within the budget.

Commissioner Elias stated that kudos goes out to Mr. Taylor, Ms. Perkins and the volunteers for a job well done at a recent banquet for the cheerleaders.

Commissioner Elias stated that someone needs to make sure that the keys, computer and other City proper is secure as a result of the action that was just made.

Commissioner Gay asked if Buna Vista was a street in the City and if it was there is a tree across the road. Mike Wade Utilities Director stated that he informed Public Works Director of the fact but if they tried to remove the tree it would further damage the house therefore a tree surgeon was contacted by the owner.

Commissioner Edwards stated that there was a District 5 meeting at City Hall and most of the residents were from District 4 and their main concern was vehicles for the Police Department and to make sure that they are taken care of.

Commissioner Edwards stated there are Code Enforcement issues in his district and would get with Mr. Piawah after the meeting.

Commissioner Brown thanked his constituents for coming out supporting him tonight.

Commissioner Brown informed the concerned citizen that sent him a disturbing letter in the mail that he did receive it.

Commissioner Elias made a motion to appoint Mike Wade as the Interim City Manager. Commissioner Gay seconded the motion. Commissioner Elias asked Mr. Wade to help

them out for a little while and Mr. Wade accepted the appointment. Commissioner Gay suggested that Mr. Wade use the League of Cities for any assistance. Mr. Williams the Finance Director asked the Commission if they were going to make any adjustment in his salary. Mr. Wade stated he don't want anything at this time. The ayes were unanimous.

Commissioner Elias made a motion to adjourn. Commissioner Gay seconded the motion. The being no further business to discuss the meeting was adjourned.

APPROVED:

Keith A. Dowdell, Mayor and
Presiding Officer of the City Commission
City of Quincy, Florida

ATTEST:

Sylvia Hicks
Clerk of the City of Quincy
Clerk of the City Commission thereof

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
APRIL 08, 2014
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, April 08, 2014, with Mayor Commissioner Dowdell presiding and the following present:

Commissioner Larry D. Edwards
Commissioner Micah Brown
Commissioner Gerald A. Gay, III
Commissioner Derrick D. Elias

Also Present:

Interim City Manager Mike Wade
City Attorney Jerry Miller
City Clerk Sylvia Hicks
Police Chief Walt McNeil
Interim Finance Director Jeffrey Williams
Customer Service Director Ann Sherman
Interim Information Technology Director Christopher Jordan
Planning Director Bernard Piawah
Account Specialist Catherine Robinson
CRA Manager Regina Davis
Parks and Recreation Director Gregory Taylor
Interim Public Works Director Reginald Bell
Executive Assistant to City Manager Cynthia Shingles
Human Resources Director Bessie Evans
Police Officer Harold Barber
Sergeant Tara Butler
Sergeant At Arms Assistant Chief Glenn Sapp

Also Present: Commissioner Elect Daniel McMillan

Call to Order:

Mayor Dowdell called the meeting to order, followed by invocation and the Pledge of Allegiance.

Special Presentations by Mayor or Commission

Approval of Minutes

Commissioner Edwards made a motion to approve the March 4, 2014 Special Meeting minutes with corrections as necessary. Commissioner Gay seconded the motion. The ayes were unanimous.

Commissioner Edwards made a motion to approve the April 1, 2014 Special Meeting minutes with corrections as necessary. Commissioner Gay seconded the motion. The ayes were unanimous.

Commissioner Edwards apologized for not attending the meeting and not being able to vote, he stated that the Attorney explained the ruling.

Public Hearings as scheduled or agendaed

Draft Ordinance No. 1062-2014 – Code Enforcement

Commissioner Gay made a motion to read Ordinance No. 1062-2014 by title only. Commissioner Edwards seconded the motion. Upon roll call by the Clerk, the ayes were Commissioners Brown, Edwards, Gay, Elias and Dowdell. Nay was none. The Clerk read the title as follows:

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, RELATING TO CODE ENFORCEMENT; PROVIDING FOR DEFINITIONS AMENDED; PROVIDING FOR CODE ENFORCEMENT BOARD ABOLISHED; PROVIDING FOR BOARD FUNCTION, APPOINTMENTS AND TERMS OF OFFICE REPEALED; PROVIDING FOR ATTENDANCE, REMOVAL FROM OFFICE REPEALED; PROVIDING FOR ORGANIZATION, EXPENSES REPEALED; PROVIDING FOR SPECIAL MAGISTRATE, APPOINTMENT, QUALIFICATION AMENDED; PROVIDING FOR ENFORCEMENT PROCEDURE AMENDED; PROVIDING FOR HEARING PROCEDURES AMENDED; PROVIDING FOR POWERS OF CODE ENFORCEMENT BOARD AND MAGISTRATE AMENDED; PROVIDING FOR FINE, LIEN AND FORECLOSURE AMENDED; PROVIDING FOR APPEAL AMENDED; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Dowdell asked if anyone from the audience had any comments. There were no comments from the audience. City Attorney stated that there was no advertisement requirement for this ordinance. Commissioner Edwards made a motion to approve Ordinance No. 1062-2014 on first reading. Commissioner Gay seconded the motion. Upon roll call by the Clerk, the ayes were Commissioners Brown, Edwards, Gay, Elias and Dowdell. Nay was none.

Ordinance No. 1061-2014 Second Reading – Annexation of IFAS Property located on Pat Thomas Parkway

Commissioner Gay made a motion to read Ordinance No. 1061-2014 by title only. Commissioner Brown seconded the motion. Upon roll call by the Clerk, the ayes were Commissioners Brown, Edwards, Gay, Elias and Dowdell. Nay was none. The Clerk read the title as follows:

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA RELATING TO THE ANNEXATION OF CONTIGUOUS PROPERTY TO THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR ANNEXATION AND LEGAL DESCRIPTION; PROVIDING FOR A MAP OF ANNEXED AREA; PROVIDING FOR ZONING AND LAND USE; PROVIDING FOR COMPLIANCE WITH LAW; PROVIDING FOR FILING; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Dowdell announced that this is a public hearing and if anyone had any comments from the audience. There were no comments.

Commissioner Edwards made a motion to approve Ordinance No. 1061-2014 on second reading. Commissioner Brown seconded the motion. Upon roll call by the Clerk, the ayes were Commissioners Brown, Edwards, Gay, Elias and Dowdell. Nay was none.

Public Opportunity to speak on Commission propositions – (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitations of Sec. 286.0114(3)(a). Fla. Stat.)

Mr. Leonard Newton of 345 South 11th Street came before the Commission and reported the following: (1) repair of a manhole/storm drain cover at the corner of 4th and 11th Streets (2) a tree in right of way leaning toward his mom's house at 345 South 11th Street, (3) sewer issue. The Interim City Manager stated he would get with Mr. Newton after the meeting.

Ms. Lille Lee of 326 Stanley Street stated that her utility bill is going up and she is on a fixed income, she stated her rent is \$450.00, and utility bill is over \$229.00 and she only receives \$730.00 per month. Ms. Lee also stated that there is an abandoned house located at 325 Stanley Street across the street from her and the bushes needs to be cut back.

Ms. Lula Love of 343 Stanley Street stated she came before the Commission to request a light be placed on GF & A Drive. Ms. Love also stated that she is glad to see Valley Drive being repaired.

Robert Peoples of 237 North Lowe Street came before the Commission and stated that the Commission needs to implement the agreement with the former Manager, Mr.

McLean. Mr. People stated that it is a good thing to have sidewalks along South Adams Street

Emanuel Sapp of 821 2nd Street came before the Commission and stated that the Commission needs to review and reconsider the agreement signed then by Mayor Gay.

Mr. Sapp thanked the Attorney for his services he provided to the City and his sound judgment.

Mr. Sapp stated he applaud the Commission for voting to allow sidewalks along South Adams Street.

Resolution:

Resolution No. 1314-2014 – QuincyFest 2014 and Temporary Road closure

Commissioner Gay made a motion to approve Resolution No. 1314-2014 for the QuincyFest and Temporary Road Closure. Commissioner Edwards seconded the motion. The ayes were unanimous.

Reports, request and Communication by the City Manager

North Florida Educational Development Corporation – Use of Tanyard Creek Park

Mr. Dexter Allen, representative for NFEDC came before the Commission for the use of Tanyard Creek Park for a concert on Mother's Day weekend. He stated the proceeds will be for the Freedom School. Mr. Allen stated their goal is to support a program called CDF Freedom School, which provides high quality academic enrichment for Gadsden County children and their families. The program is designed to boost student's motivation to read, generate positive attitude toward learning, and connect the needs of children and families to resources in their communities. All children will have the opportunity to attend this program at no charge to families. Mr. Shaw stated that he partnered with NFEDC to give back to the City by issuing scholarships and all the proceeds would go into the program. Mr. Allen stated they will have security from Atlanta, GA, clean up the park and make sure that the park is closed at the proper time. Commissioner Elias was concerned that people often come in and partner with a non-profit and pay only a small fee and the City is left holding the bag, he stated he just want to see the City get its fair share. Commissioner Gay asked how many people they anticipate. Mr. Allen stated from 2,500 to 4,000. The Attorney stated often times a promoter will use a non-profit organization as a shell to avoid the rules and regulations and get the facility free. Attorney Miller stated that he would guide the Commission to be very cautious about whom we contract with because we don't know the business relationship of the professional promoter and if there is proper documentations. Mr. Miller suggested that the City is listed as a certificate holder and both the Promoter and Non-Profit carry event insurance. Chief McNeil and Mr. Allen will meet to discuss security. Commissioner Brown made a motion to approve the request for the use of Tanyard Creek, contingent upon all of the requirements are met such as insurance,

security, deposits/damage deposits, vendor permits, service personnel fees. Commissioner Dowdell seconded the motion. Attorney Miller suggested that the Commission amend their motion to include the City will not waive any of the discretionary waivers. Commissioners Brown and Dowdell amended their motions to include the above statement. The ayes were Commissioners Brown, Edwards, and Dowdell. Nays were Commissioners Gay and Elias. The motion carried.

Commissioner Edwards stated we need to workshop this issue again.

Mayor Dowdell stated it is probably a good policy to set time limits on policy procedures from time to time for review.

Downtown Master Plan Contract

Commissioner Gay made a motion to authorize staff to enter into a contract with Atkins, Inc., to prepare the City of Quincy Downtown Master Plan. Commissioner Edwards seconded the motion. The ayes were commissioners Brown, Edwards, and Gay. Nays were Commissioners Elias and Dowdell. The motion carried.

Big Bend Transit Contract

Bernard Piawah, Building and Planning Director came before the Commission and reported that Big Bend Transit, Inc. informed the Commission that the contract for the shuttle bus will end April 30, 2014. He stated under the current contract, the projected expenses for providing services is \$82,000 for which the City and County were to contribute \$36,000 each with the balance coming from monthly fare collected. Mr. Piawah stated that the shuttle provides service along a fixed route within the City of Quincy that loops through Havana and Gretna. Mr. Piawah stated the ridership fell short on collecting the remaining of the fares which equates to \$947.00. Commissioner Edwards stated that he know that this is a needed service in the community and will probably never be profitable. He stated there are several people that depend on the shuttle to attend the doctor and to go grocery shopping. Commissioner Gay stated he don't support this item and asked if Big Bend had applied for funds from the State and Federal level. Commissioner Elias stated that Big Bend is only the supplier of service, they did not apply any funds. The Commission directed/authorized staff to talk with Gretna and Havana City Managers to see if they would give the additional funds for the shuttle and if not, the City would pay.

Other Items requested to be agendaed by the Commission Member(s), the City Manager and other City Officials

Former City Manager's Severance Package

Commissioner Gay asked the Interim Finance Director if he had found a funding source for the Severance Package. Mr. Williams, Interim Finance Director stated yes from the City Manager's Contingency line item and the Salary line item. Commissioner Edwards made a motion to authorize the Interim City Manager to send the revised General

Release and Waiver of Rights to the former City Manager. Commissioners Edwards and Gay amended their motion to include the revised General Release and Waiver of Rights.

City Attorney asked the Commission if they had any communication with the former City Manager. Mayor Dowdell replied yes and will continue to do so.

Mayor Dowdell stated we are not following the terms of the former City Manager's Contract, it stated that we are to give him 180 days and we did not. He also stated that by terminating the City Manager that puts us in a financial bind, we are going to have to pay him \$147,000, we are in breach of the FMPA contract because we don't have a \$1M dollar line of credit, pay roll was due Friday, and a bond payment was due on April 1st.

Commissioner Elias asked if anyone audited the time sheets. Ms. Evans stated based on the ADG system, it maintains and calculates the leave. Mr. Williams stated we did not perform an additional audit.

Commissioner Elias stated that back in November, he requested a print out of leave accumulated for the Manager and he noticed there were two employee numbers and two different amounts of leave. He asked how could that had happened. The Finance Director stated that if an employee is separated from the City and returns, sometimes a new number is given.

Commissioner Gay stated he wants to clarify that when the Release is given to Mr. McLean, he has 21 days to accept it or reject it and seven days to revoke it. Upon roll call by the Clerk, the ayes were Commissioners Edwards and Gay. Nays were Commissioners Brown, Elias and Dowdell. Commissioner Elias then asked to reconsider his vote. The Commission agreed to the reconsideration and Commissioner Elias changed his vote to aye. The motion carried three to two in favor of sending the General Release and Waiver of Rights to the former City Manager.

Comments

Interim City Manager

Interim City Manager Mike Wade presented to the Commission three requests from Civic Organizations soliciting funds: NAACP \$300.00, Gadsden Leadership Academy \$500.00 and the Kiwanis Club \$500.00. The Commission did not take any action on this item. Commissioner Edwards told the Manager to inform the Civic Organizations that they should submit their request during the budgeting process.

City Clerk - none

City Attorney

Attorney Miller stated he needed to clarify the rule of voting and not being present at a meeting which is a calendar conflict. He suggested that the Commission establish rules that permit absentee voting such as sick and disability, not for convenience.

Attorney Miller thanked the Commission, staff, and citizens of the community for allowing him to serve as the City Attorney. He stated that he has been blessed to have been part of the community.

Commissioners

Commissioner Elias stated that he has been receiving phone calls regarding mosquitoes and asked the Manager to see if they can get someone to spray.

Commissioner Elias informed the Manager that the wood at the eve at the Amphitheatre is deteriorating and needs some attention.

Commissioner Elias stated that the Reorganization Meeting is normally scheduled for the Friday after the election at 5:00 p.m. and is requesting that the time be changed to 4:00 p.m. Commissioner Elias made a motion to request the time change. Commissioner Gay seconded the motion. The ayes were unanimous.

Commissioner Gay stated he will not be held hostage regarding severance payments, we need to consider what is going to happen at the front end of the contract.

Commissioner Gay stated we need to have a workshop on the power and duties of the City Manager as well as the removal of the City Manager.

Commissioner Gay stated he was forwarded a copy of the delinquent utility bill accounts and we are in direct violation. Bond covenants of the bond by Resolution 1132, section 11.11 states failure to pay within 60 days shall result in shut off of the users' service. He stated he encourage the Manager to look into the matter.

Commissioner Gay reported that 221 and 225 Carver Street and 230 and 238 Lowe Street have some code enforcement issues.

Commissioner Edwards made a motion to allow the Clerk to purchase a digital recorder for the meeting for not more than \$250.00. Commissioner Elias seconded the motion. The ayes were unanimous.

Commissioner Edwards stated that Chef James Bradwell approached him regarding a place for them to vend on City property. Mr. Piawah reported to the Commission that the Planning and Development Review Board met and had rejected the site at the corner of Elm and Pat Thomas Parkway. Commissioner Edwards suggested Tanyard Creek Park, it has restroom facilities and a picnic area. He stated he would like for the

Commission to look into the possibility of having the vendor's setup at Tanyard Creek. Ms. Denise Hanna stated that is what the PDRB suggested.

Commissioner Brown informed the concerned citizen in the audience that he had reported that approximately three months ago regarding the storm drain at 11th & 4th Streets.

Mayor Dowdell stated that a benefit walk will be held on April 11, 2014 at Leisure Park for Ms. Sharon Bradwell who had sarcoidosis.

Commissioner Edwards made a motion to adjourn. Commissioner Brown seconded. There being no further business, the meeting was adjourned.

APPROVED:

Keith A. Dowdell, Mayor and
Presiding Officer of the City Commission
City of Quincy, Florida

ATTEST:

Sylvia Hicks
Clerk of the City of Quincy
Clerk of the City Commission thereof

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: April 22, 2014

Date submitted: April 17, 2014

To: Honorable Mayor and Members of the City Commission

From: Mike Wade, Interim City Manager
Bernard O. Piawah, Director, Building and Planning

Subject: Bus Shuttle Contract: 2014 to 2015 Update

Statement of Issue

This agenda item is intended to update the Commission regarding their directive from the meeting of April 8, 2014, to staff regarding the contract with Big Bend Transit, Inc. (BBT) to provide bus shuttle service in the City of Quincy. The directive was that staff should enter into discussions with BBT and the County to see if service could be continued until the end of September, during which time the Commission can discuss extending the contract for another year during the FY 2015 budgeting process. Also, the Commission directed staff to discuss with Havana and Gretna if they could contribute some money towards the service this year to defray the unanticipated cost incurred during this current contract.

The City Manager has discussed the matter with BBT and the County and there is willingness on the part of BBT for a short-term contract that will start from May 2014 and end in September 2014, after which, another one-year contract could be entered into with BBT, if it could be accommodated by the 2015 budget. The County Manager will seek approval from his board to continue service through September if Quincy approves the short-term extension. The City Manager determined there is funding in the current budget (2014 budget) that will accommodate such a short-term contract. Also, the managers of the cities of Havana and Gretna appear willing to consider contributions towards the current contract shortfalls; however, they have to take the matter to their respective councils, which do not meet until later in April and in May 2014, respectively. Staff is hereby requesting that the Commission authorize the Manager to enter into a short term contract with BBT for short term service that will start on May 1, 2014 and end on September 30, 2014; after which a new one-year contract could be entered into with BBT. Attached are the April 8, 2014 agenda item and the draft short-term contract.

Options:

Option 1: Vote to authorize a short-term contract ending in September 2014.

Option 2: Do not vote to authorize a short-term contract.

ATTACHMENT 1

CITY OF QUINCY CITY COMMISSION AGENDA REQUEST

Date of Meeting: April 8, 2-14

Date Submitted: April 1, 2014

To: Honorable Mayor and Members of the City Commission

From: Mike Wade, Interim City Manager
Bernard O. Piawah, Director, Building and Planning

Subject: Bus Shuttle Contract: 2014 to 2015 Update

Statement of Issue

Big Bend Transit, Inc. (BBT) is under a one-year contract to provide bus shuttle service within the City of Quincy along a fixed route that loops through the City of Havana and Gretna. The current contract is for the period starting from May 1, 2013 and ending on April 30, 2014. BBT has notified the City that the contract is due to expire and the need to renew it before the expiration date if the service is to continue into 2014. This agenda item is intended to update the Commission of the status of the Bus Shuttle ridership and to request that the contract be renewed for another year (2014-2015).

Background

The contract with Big Bend Transit to operate the Quincy Shuttle bus service ends on April 30, 2014. The shuttle provides service along a fixed route within the City of Quincy that loops through Havana and Gretna. It is a five-day service: Monday to Friday, from 7:30 am to 2:30 pm. The City and County had asked Big Bend Transit to continue the service under the new contract based on a new fare (\$1.75) and schedule. The cost of providing the service is \$ 82,000.00 of which \$36,000.00 of the cost would be paid by the City of Quincy and \$36,000.00 to be provided by the County and the remaining \$10,000.00 in costs was to be covered by rider fares. The shuttle service will cease operating unless the City of Quincy and Gadsden County enter into a new contract with Big Bend Transit to continue the service for a new one-year term: beginning on May 1, 2014 and ending on April 30, 2015.

For a historical perspective, prior to November 01, 2012, the fare was \$1.00 per trip and the time of operation was from 7:30 a.m. to 6:00 p.m., five days a week (the service was entirely within the City of Quincy) which generated approximately \$12,000.00 in fares. Beginning November 01, 2012, the fare was increased to \$2.50 per trip and the time of operation was shortened to 7:30 am to 2:30 pm daily, five days a week. Following the change in fare from \$1.00 to \$ 2.50 in November 2012, the ridership decreased by about 60%; however, the total fare collected remained about the same as before the change because the increased fare made up for the loss in ridership.

Under the new contract the fare was reduced from \$2.50 to \$1.75; however, the ridership did not increase. As a result, the fare collected remained low. Table 1 below shows the fare collected per month, from May 2013 to February 2014 under the new contract (March data not yet available).

TABLE 1

**Ridership and Fare
Under the 2013-2014 Contract**

Month		Total Passenger Trips	Fares Collected (\$1.75 x No. of trips)
May	2013	231	\$404.25
June	2013	185	\$323.75
July	2013	205	\$369.25
August	2013	221	\$386.75
September	2013	228	\$399.00
October	2013	233	\$407.75
November	2013	187	\$327.25
December	2013	175	\$306.25
January	2014	155	\$271.25
February	2014	184	\$322.00
Total		2,004	\$3,517.50

Based on the information in Table 1, the average fare collect per month is \$351.75. So, it could be assumed that for the remaining two months, March 2014 and April 2014, the fare will be about \$352.00, respectively; which means the total fare collected for the year will be about \$4,222.00 Thus, the total fare collected is less than the projected fare box amount of \$\$10,000.00.

Fiscal Impact

Under the current contract, the projected expense for providing the service is \$82,000.00 for which the City and County were expected to contribute \$36,000.00 each with the balance coming from monthly fare collected. Based on the invoice from BBT, it appears that the total expense will be less than project; the total expense for the past 10 months of service is \$63,892.50 (after the fare collected has been deducted). Assuming, for discussion sake, that BBT's expense for March and April are about \$6,000.00, respectively, the total cost of providing the service by BBT for the year would be about \$75,893.00, for which the City will pay half and the County pays the other half (i.e., about \$37,947.00 each). The City's 2013 budget includes \$37,000.00 for the bus shuttle service. That means, the City would have to budget an additional \$947.00, approximately, in order to pay the City's share of the expense for the year.

Human Impact:

For many citizens, the Quincy Bus Shuttle provides an essential service that addresses the transportation needs of a particular segment of the population (mostly the elderly). Many users of this service have become reliant on it for grocery shopping, doctor's visit and the payment of bills. Thus, discontinuing this service would adversely impact the quality of life and activities of those who depend on the shuttle as their only means of transportation. Public transportation systems are often not designed for profit making, which is why they are always subsidized by the government. Staff believes that this is a very useful and valuable service which should be continued into the future. However, giving the financial impact it will have on the City's budget, it is recommended that the City Commission give a serious consideration to this matter.

Options

- Option 1: Vote to renew the Quincy Bus Shuttle service with Big Bend Transit, Inc., for another year.
- Option 2: Do not vote to renew the contract with Big Bend Transit, Inc., to provide the shuttle service for another year.

Attachment

Existing contract that needs to be renewed

ATTACHMENT 2

TRANSPORTATION AGREEMENT BETWEEN THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, CITY OF QUINCY AND BIG BEND TRANSIT, INC.

THIS CONTRACTOR AGREEMENT, made this ___ day of _____ in the year 2014, by and between the Gadsden County Board of County Commissioners, City of Quincy (hereinafter referred to as "the Agency"), and Big Bend Transit, Inc. (hereinafter referred to as 'BBT') and the County agrees, that the relationship of the BBT to the Agency under this agreement continues to be that of Independent Contractor.

NOW, THEREFORE, in consideration of their mutual promises and covenants and other good and valuable considerations, the parties hereto agree that Public Bus Transportation Services shall be furnished by BBT upon the following terms and conditions.

1. BBT agrees to operate the Quincy/Gadsden County "In-Town" bus shuttle service five days per week Monday through Friday from 7:30 AM to 2:30 PM (seven hours) except on the following days: Thanksgiving, Christmas, New Years and Martin Luther King, Jr., for the purpose of providing a fixed-route mass transit service to the citizens of Quincy and the environs-Havana and Gretna- and the fixed route is described in Exhibit A. It shall be BBT's responsibility to maintain any bus used on the route in good, safe, working order, and in compliance with all laws and regulations applicable thereto. All bus drivers must be appropriately licensed, competent, responsible individuals and shall be employees of BBT and must not be considered for any purpose as employees of the Agency.
2. BBT agrees to provide one (1) bus at its expense to operate under the conditions set forth in section 1 of this agreement. BBT further agrees to maintain sufficient backup buses of the same capacity. These buses shall meet the requirements of all Federal, State, County and Municipal laws, statutes, ordinances, rules and regulations which are applicable to and enforceable in Gadsden County, Florida.
3. BBT agrees to furnish at its expense all labor, parts and other materials required for the operation of the buses, including drivers, maintenance, repairs, gasoline, oil and other motor fuel and lubricants.

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- A. BBT shall keep its buses in good and safe mechanical condition at all times in accordance with standards established by statute, lawful authority and Agency.
 - B. BBT shall keep its buses in clean and sanitary condition at all times that they are being used.
 4. BBT shall provide the Agency with BBT's Federal Tax Identification Number. All drivers and others engaged in the operation of the BBT's buses shall be employees of BBT. BBTs shall carry adequate Workmen's Compensation Insurance and cause a certificate of such insurance to be forwarded by the insurance carrier to the Agency, indicating that the policy is not subject to cancellation, non-renewal or reduction in coverage. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between BBT and Agency.
 - A. All drivers shall be qualified under State law to drive a bus and drivers shall be employed or continued in employment by BBT.
 - B. BBT shall be responsible for compliance by its drivers with all state and local laws, statutes, rules and regulations. BBT shall provide bus drivers, who exercise acceptable control and respect of the riding public at all times during transportation.
 - C. Drivers shall observe the highest possible standards of safe driving at all times and strictly comply with the rules of the road and all provisions of the Florida Motor Vehicle Laws.
 5. BBT agrees to collect, store daily ridership data and to provide the Agency with that information on a monthly basis. BBT will provide performance base information to the Agency twice a year.
 - A. BBT agrees not to deviate from the designated fixed routes without the consent of the Agency or its duly designated representatives, who may designate stops to be made and time schedule of buses. The Agency reserves the right to change bus routes after consultation with BBT. The Agency will also provide BBT with no less than one week notice (7 days) of any route changes. The Agency will provide BBT in writing any route changes which have

been previously agreed upon by Agency representatives of both the City of Quincy and Gadsden County.

6. ~~The cost of operating the Quincy In-Town Bus shuttle is \$82,000.00 per year. The Agency agrees to pay BBT \$72,000.00 \$34,161.00 (5/12th of 12 month contract) less the fare box for a five-month contract. The fare to be paid by riders is \$1.75, which may be decreased or increased, by the Agency, from time to time. The fare box shall constitute the balance of the agreement (\$10, 000). During the first 6 months of service, BBT will deduct the fares collected from the Agency monthly bill. During the next six months of the contract, any fare box amount collected in excess of \$5,000 will be returned via check to the Agency.~~
7. BBT will bill the Agency for services at the Gadsden County Board of County Commissioners, Post Office Box 1799, Quincy, Florida, 32353, and City of Quincy, 404 W. Jefferson Street Quincy, Florida, 32351 and payment in full will be paid within thirty (30) days and not later than forty-five (45) days of billing.
8. BBT shall procure and maintain the insurance identified below during the terms of this Agreement:
 - (a) Applicable workers' compensation insurance (or the equivalent) in accordance with the laws of the State of Florida, covering all employees who are to provide service under this Agreement. BBT's policy shall be specifically endorsed to waive any rights of subrogation against the Agency. BBT hereby indemnifies and holds the Agency harmless from any claims that might arise as a result of BBT's failure to obtain and keep, in full force and effect, adequate workers' compensation insurance.
 - (b) BBT shall provide commercial general liability occurrence coverage with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence, One Million and No/100 Dollars (\$1,000,000.00) products/completed operations aggregate, and One Million and No/100 Dollars (\$1,000,000.00) general aggregate. Any exclusions or amendments to the policy must be disclosed to the Agency. BBT shall supply the Agency with the above proof of insurance as required upon the signing of this Agreement, but the Agency's failure to demand such proof shall not waive the Agency's rights to such coverage as specified herein. BBT agrees to provide the Agency with an Endorsement Certificate and a Certificate of Liability Insurance naming the Agency as an Additional Insured in Regard to Liability as required by written contract.
 - (c) BBT shall provide commercial general automobile liability coverage for bodily injury and property damage with limits of not less than One

Million and No/100 Dollars (\$1,000,000.00) combined single limit for each accident. Any exclusions or amendments to the policy must be disclosed to the Agency. BBT shall supply the Agency with the above proof of insurance as required upon the signing of this Agreement, but the Agency's failure to demand such proof shall not waive the Agency's rights to such coverage as specified herein. BBT agrees to provide the Agency with an Endorsement Certificate and a Certificate of Liability Insurance naming the Agency as an Additional Insured in Regard to Liability as required by written contract.

9. BBT shall indemnify, defend, and hold the Agency, its affiliates, officials, boards, members, employees, agents, guests, and assigns harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs, and expenses, including reasonable and actual attorneys' fees sustained or incurred by or asserted against the Agency by reason of, or arising out of, any services provided under this Agreement and any negligence or breach of duty related thereto by BBT or any of its employees. The Indemnity obligations of BBT under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Nothing in this section shall be construed or interpreted as a waiver of sovereign immunity beyond the applicable waiver provided by Florida law.
10. This agreement shall be for a term of ~~one (1) year from April _____, 2013 to March 31, 2014~~ five months from May 1, 2014 to September 30, 2014. Either the Agency or BBT may terminate this agreement for any reason upon notice in writing to the other party at least thirty (30) calendar days prior to the end of its term.
11. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the Agency and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.
12. By entering into this contract, the Agency and its officials, board members commissioners do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability as may be provided for by law. No provision of this contract modifies and / or waives any provision of the sovereign immunity statutes.

13. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.
14. This Agreement shall be governed, interpreted, construed, enforced and regulated by the laws of the State of Florida applicable to contracts made and to be performed in such State without giving effect to the principles of conflicts of law.
15. This Agreement shall be binding upon the parties. In the event of such early termination, all contract fees and charges incurred through the effective date of the termination shall be payable in accordance with the terms of this Agreement. In the event of such termination, neither party shall be liable for any damages, penalties, contract termination expenses of any nature. In the event of a conflict between this clause and any other clause of this Agreement, this clause shall control.

IN WITNESS WHEREOF THE PARTIES DO HEREUNTO SET THEIR HANDS
on the date first written above:

BIG BEND TRANSIT, INC.

GADSDEN COUNTY BOARD OF COUNTY
COMMISSIONERS

Dino J. Kaklamanos, General Manager

THE CITY OF QUINCY, a Florida Municipal
Corporation

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: April 22, 2014
Date Submitted: April 16, 2014
To: Honorable Mayor and Members of the Commission
From: Michel B. Wade, Interim City Manager
Bessie Evans, Director, Human Resources & Risk Management.
Subject: Report: Summer Youth Employment Programs – 2014

Statement of Issue:

For the past five (5) years, the City of Quincy has been very diligent in supporting high school and young adult students with an opportunity to gain work experience for up to four to six weeks. Each year, the City has partnered with the various schools in the surrounding area in promoting the City's Summer Youth Programs.

The City has been partnering with the following schools:

1. East Gadsden High School
2. Gadsden Central Academy
3. Gadsden Technical Institute
4. Hope Academy
5. Munroe High School
6. West Gadsden High School
7. Carter-Parramore Academy
8. Crossroad Academy

Emails have been forwarded to the above schools with handout materials to give to the students: (Quincy Youth Employment Application; Job Descriptions and Q-YEP Program information). All participants will complete an employment application and submit a referral with the application from the school's Principal or Counselor.

Students applying for the Code Enforcement and Beautification Program must have their District Commissioners' signature on their referral sheet when submitting an application. Any applications without a referral will be considered incomplete.

Background:

Under the City's Non-departmental budget (001-001-519-30440), funds have been approved for the Youth Summer Work Program, with the maximum amount being: \$29,000 for the 2014 budget year. Therefore, the number of students for this budgeted year will consist of a combined total of 35 students: (Q-YEP and Code Enforcement & Beautification). The program participants will receive \$8:00 an hour, and we encourage students between the ages of 14 to 20 to apply.

Applications are being accepted between; **April 14, 2014 - April 30, 2014** and the **deadline date for all applications is: Wednesday, April 30, 2014.**

The Summer Youth Work Programs will kick off: **June 16, 2014 through July 25, 2014.**

Analysis:

Again, the Quincy Summer Youth Programs provides the students with a source of income, work experience and the program foster skills necessary for academic and professional success.

In addition to the City's current Summer Youth Program, the City will continue to partner with the Board of County Commissioners (BOCC) and their students. Each year, the City receives about 10 students from BOCC, and the program is fully funded by BOCC. The City involvement would be in providing work assignments for those ten (10) BOCC students.

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: April 22, 2014
Date Submitted: April 16, 2014
To: Honorable Mayor and Members of the Commission
From: Mike Wade Acting City Manager
Ann Sherman, Director Customer Service
Subject: 90 Day Old Account Status Report

Statement of Issue:

The Commission requested a Plan of Action for all 90 day old accounts.

Status:

Staff is currently notifying all customers, both residential and business, via certified and standard mail regarding their pay agreement with the City of Quincy.

Per this notification, staff will aggressively hold both account holders to their agreement. When the terms and agreement are not met, services will be disrupted and not restored until all monies owed the City, is paid in full. Further, the smaller account holders are given a one-time courtesy, September 30th to bring their account to a zero balance along with meeting the current amount due monthly.

Some customers have already received notification advising them that this plan goes into effect on May1, 2014 for all 90 day old account holders.

Moving forward, staff will review all accounts monthly to assure that the terms and agreements set forth are being adhered to.

The total 90 day arrears were **\$171,152.59**. Included in this total are \$32,681.41 from an apartment complex (water issue) and \$16,870.09 from a bankruptcy for a total of **\$49,551.50**. These funds may or may not be collected, however, discussions are taking place regarding the water issue. The City water customer is also included in this total (\$12,550.40), which pays per an agreement semi-annually.

As of this report period, a total of **\$23,030.85** has been collected with six (6) customers bringing their account to a zero balance as agreed, reducing this total to **\$148,121.74**.

Request for City Commission Guidance in response to Gadsden County Joint Communications discussion:

On April 7, 2014, Gadsden County Sheriff Morris Young called for and held a meeting with Quincy Police Chief Walt McNeil for the purpose of discussing a Joint Communications Center.

During this meeting, Sheriff Young outlined his vision for Combining City of Quincy dispatch with Gadsden County dispatch.

Moreover, Sheriff Young informed the Chief of Police and police department staff that the Gadsden County Commission would be taking up this issue of joint dispatch during one of the upcoming May, 2014 County Commission Meetings.

Sheriff Young indicated during the meeting that it is his goal and that of the County Commission, that the Sheriff's Office builds a new State of the Art Justice Center on land at or near the current Gadsden County Jail off of the Pat Thomas Parkway. The Sheriff has indicated a belief that the County Commission would be open to entertaining a proposal by the City of Quincy to co-locate the Quincy Police Department in the proposed building.

This guidance report is being provided to the City of Quincy's City Commissioners for informational purposes and perhaps operational Guidance before any future discussions with the Gadsden County Sheriff.

Please find attached a copy of the April 7, 2014 Communications Center Consolidation Meeting Agenda item presented by Sheriff Morris Young.



From the desk of.....

Captain Timothy J. Ashley

Patrol Operations Commander

AGENDA

Communication Center Consolidation Meeting

April 7, 2014

- Introductions & Greetings
- Consolidation Perspectives
 - Memorandum Of Understanding Sheriff Young / Mr. Rick Davison
 - 1. Oversight & Responsibility
 - 2. Benefits of Consolidating
 - 3. Implementation Date
 - 4. Reassignment of Personnel
 - 5. Re-Naming
 - Financial Ms. Katherine Pondexter
 - 1. Salary & Benefits
 - 2. Reporting
 - Emergency Operations Center Major Shawn Wood
 - 1. E911
 - 2. Grants
 - 3. Other Perspectives
- Participating Agencies
 - Gadsden County Sheriff's Office
 - Quincy Police Department
 - Midway Police Department
 - Gretna Police Department
 - Emergency Medical Services
 - Fire Departments

QFD Monthly Activity Report
March 2014

	<u>2014</u>	<u>2013</u>
Responses Out of District	0	0
Mutual Aid Responses *	2	0
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	2	1
Fire Safety Inspection	24	6
Fire Investigation	0	0
Plans Review	3	6
Training Man Hours	217 hrs	198 hrs
Hydrants Serviced/Painted	80	0
Utility Turn Ons	50	93
Smoke Detector Installs	2	0
* 3/9/14	29 Atsco St Robertsville	Structure fire
3/30/14	4316 Shade Farm Road Gretna	Structure fire

**QFD Monthly District Fire Calls
March 2014**

<u>District</u>	<u>District</u>	<u>Location</u>	<u>Type of Incident</u>
District 1	3/14/2014	1833 Hamilton St	Cooking fire
	3/14/2014	1729 Lucky St	Arcing, shorted electrical equip
	3/29/2014	1603 Harden St	Smoke scare
District 2	3/10/2014	515 Crawford St	Vehicle accident no injury
	3/13/2014	319 S. 12th St	House fire
	3/14/2014	W Crawford & Calhoun St	Vehicle accident
	3/15/2014	912 MLK, Jr. Blvd	Good intent
	3/18/2014	21 S Key St	Structure fire
	3/20/2014	901 W Clark St	Gas leak
	3/21/2014	206 S Ward St	Structure fire
	3/24/2014	312 W. GF&A Drive	Overheated wiring
	3/29/2014	Monroe & Crawford St	Motor vehicle incident with injuries
District 3	3/7/2014	220 E Clark St	Smoke detector activation
	3/20/2014	79 LaSalle Path	Smoke detector activation
	3/22/2014	Adams & Crawford St	Public service assistance
	3/22/2014	327 S Adams St	Public service assistance
	3/28/2014	359 Jefferson St	Good intent/canceled enroute
	3/31/2014	120 McArthur St	Odor of gas
District 4	3/18/2014	King & Camilla St	Service call
	3/28/2014	401 N Duval St	Detector activation
District 5	3/3/2014	412 N 9th St	Alarm activation
	3/8/2014	64 N Cleveland St	Vehicle accident no injury
	3/9/2014	929 W Washington St	Canceled enroute
	3/14/2014	1800 W King St	Electrical light ballast

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: April 22, 2014

Date Submitted: April 18, 2014

To: Honorable Mayor and Commissioners

From: Mike Wade, Interim City Manager
Jeffrey Williams, Interim Finance Director

Subject: Financial Report as of March 31, 2014

This month's financial data (for FY2014 through March 31, 2014) for the City of Quincy is shown with two levels of summarization. The Budget to Actual comparisons are condensed to a single page to allow a review and comparison of the entire City on a single page. We have completed six months (50%) of the financial activity for the current fiscal year.

The first page (1/1) shows both the revenue figures and the expenditure figures summarized by fund. The amounts shown still are only the external revenues and external expenditures. This is a simplified look at the performance of the City since internal transfers are eliminated.

Revenues are close to 50% but this includes ad valorem taxes at 78%. State shared revenues are included and are approximately 50% of the annual expected amount. Expenditures are shown with Debt Service amounts and the total expenditures are just \$300,000 below revenues.

The second set of figures (a 3 page display) shows expenditure figures grouped by categories, within departments and divisions. Debt Service amounts are included while transfers and internal service charges are eliminated so that only the external transactions are shown.

P-card activity will be provided at the next meeting.

ATTACHMENTS

Budget to Actual Revenue and Expenditures (Summarized) –Mar. 31, 2014
Budget to Actual Expenditures (3 page detail) –Mar. 31, 2014

Budget to Actual: Whole City, by Fund
with interfund transfers eliminated

Budget to Actual Fiscal Year: 2014 as of 03/31/14	Revenues	Adjusted Budget	YTD Actual	Balance	% REV
	General Total	3,093,886	1,825,628	1,268,258	59%
	CRA Total	439,190	440,947	(1,757)	100%
	Sewer Total	2,017,540	797,519	1,220,021	40%
	Electric Total	14,788,215	6,689,037	8,099,178	45%
	Water Total	1,598,376	704,446	893,930	44%
	Gas Total	1,867,748	1,238,304	629,444	66%
	Refuse Total	1,240,897	644,235	596,662	52%
	LandFill Total	259,844	120,907	138,937	47%
	Telecom Total	223,748	24,488	199,260	11%
	Grand Total	<u>25,529,444</u>	<u>12,485,511</u>	<u>13,043,933</u>	<u>49%</u>

Budget to Actual	Expenditures	Adjusted	YTD	Balance	%_EXP
	Gen Total	8,379,978	3,849,422	4,530,556	46%
	CRA Total	439,189	225,941	213,248	51%
	SmrtGrd: RevB'11 Cap Fund Total	-	242,313	(242,313)	na
	BusActvs Total	1,219,050	554,925	664,125	46%
	Sw Total	1,826,851	1,082,583	744,268	59%
	Elec Total	10,705,323	4,200,218	6,505,105	39%
	Wa Total	1,376,813	671,126	705,687	49%
	Gas Total	1,202,891	522,357	680,534	43%
	Refuse-PW Total	1,150,929	546,007	604,922	47%
	Landfill Total	161,111	58,744	102,367	36%
	Telcom Total	209,274	122,959	86,315	59%
	Int Serv-IT Total	267,767	116,805	150,962	44%
	Grand Total	<u>26,939,176</u>	<u>12,193,401</u>	<u>14,745,775</u>	<u>45%</u>

Budget to Actual: Whole City, by Fund
with interfund transfers eliminated

Budget to Actual Fiscal Year: 2014 as of 03/31/14	Expenditures	Adjusted Budget	YTD Actual	Balance	% EXP
Fund / Dept / Type					
Gen-GenServ-Adm-3 Total		1,140,154	578,038	562,116	51%
Gen-CRA TIF EXP-3 Total		150,963	151,949	(986)	101%
Gen-GenServ-Adm-7 Total		410,981	205,491	205,491	50%
Gen-City Cmsn-1 Total		83,036	41,517	41,519	50%
Gen-City Cmsn-3 Total		16,000	4,399	11,601	27%
Gen-City Cmsn-8 Total		59,665	(1,385)	61,050	-2%
Gen-City Atty-3 Total		135,400	50,388	85,012	37%
Gen-CtCrk-1 Total		76,431	38,155	38,276	50%
Gen-CtCrk-3 Total		19,130	848	18,282	4%
Gen-City Man-1 Total		243,237	121,449	121,788	50%
Gen-City Man-3 Total		34,640	6,424	28,216	19%
Gen-Pol-Adm-1 Total		420,743	220,697	200,046	52%
Gen-Pol-Adm-3 Total		149,520	67,808	81,712	45%
Gen-Pol-Adm-6 Total		11,400	1,952	9,448	17%
Gen-fir-Adm-1 Total		177,615	69,956	107,659	39%
Gen-fir-Adm-3 Total		54,912	17,666	37,246	32%
Gen-fir-Adm-6 Total		2,500	-	2,500	0%
Gen-fir-Adm-7 Total		6,115	3,058	3,058	50%
Gen-Pol-Op-1 Total		1,292,810	652,750	640,060	50%
Gen-Pol-Op-3 Total		145,888	39,743	106,145	27%
Gen-Pol-Op-6 Total		27,403	5,767	21,636	21%
Gen-Pol-Op-7 Total		52,559	25,628	26,931	49%
Gen-Fir-Op-1 Total		984,860	486,324	498,536	49%
Gen-Fir-Op-3 Total		78,244	11,773	66,471	15%
Gen-Fir-Op-6 Total		33,630	8,089	25,541	24%
Gen-HR-1 Total		90,602	44,134	46,468	49%
Gen-HR-3 Total		57,099	5,196	51,903	9%
Gen-HR-6 Total		500	-	500	0%
Gen-Fin-1 Total		75,973	35,222	40,751	46%
Gen-Fin-3 Total		71,200	39,066	32,134	55%
Gen-Fin-6 Total		3,000	194	2,806	6%
Gen-Purch-1 Total		15,015	7,472	7,543	50%
Gen-Bldg&Pln-1 Total		202,464	85,710	116,754	42%
Gen-Bldg&Pln-3 Total		234,750	15,290	219,460	7%
Gen-Bldg&Pln-6 Total		1,000	-	1,000	0%
Gen-Rec Actvs-1 Total		134,576	79,172	55,404	59%
Gen-Rec Actvs-3 Total		171,907	32,399	139,508	19%
Gen-Adm-PW-1 Total		75,390	36,770	38,620	49%
Gen-Adm-PW-3 Total		122,069	45,698	76,371	37%
Gen-Road&Str-1 Total		120,031	110,882	9,149	92%

Budget to Actual: Whole City, by Fund
with interfund transfers eliminated

Budget to Actual Fiscal Year: 2014 as of 03/31/14	Expenditures	Adjusted Budget	YTD Actual	Balance	% EXP
Fund / Dept / Type					
Gen-Road&Str-3 Total		191,600	45,101	146,499	24%
Gen-Road&Str-6 Total		242,430	59,318	183,112	24%
Gen-Road&Str-7 Total		18,990	14,440	4,550	76%
Gen-Cemtry-1 Total		15,752	7,815	7,937	50%
Gen-Cemtry-3 Total		5,000	-	5,000	0%
Gen-Bldg&Grnds-1 Total		250,112	132,666	117,446	53%
Gen-Bldg&Grnds-3 Total		84,200	83,549	651	99%
Gen-Bldg&Grnds-6 Total		1,500	-	1,500	0%
Gen-Parks-Op-1 Total		80,770	60,315	20,455	75%
Gen-Parks-Op-3 Total		85,000	14,578	70,422	17%
Gen-Fleet Maint-1 Total		134,728	48,860	85,868	36%
Gen-Fleet Maint-3 Total		86,484	37,091	49,393	43%
CRA-CRA-1 Total		115,854	42,717	73,137	37%
CRA-CRA-3 Total		152,935	17,432	135,503	11%
CRA-CRA-6 Total		2,400	-	2,400	0%
CRA-CRA-7 Total		168,000	118,165	49,835	70%
CRA-CRA-6 Total		-	47,627	(47,627)	na
RevB'11 Cap Fund-SmrtGrd-1 Total		-	39,876	(39,876)	na
RevB'11 Cap Fund-SmrtGrd-3 Total		-	28,760	(28,760)	na
RevB'11 Cap Fund-SmrtGrd-6 Total		-	173,677	(173,677)	na
BusActvs-BusActiv-Fin-1 Total		297,176	135,371	161,805	46%
BusActvs-BusActiv-CS-1 Total		344,512	154,963	189,549	45%
BusActvs-BusActiv-CS-3 Total		66,600	9,174	57,426	14%
BusActvs-BusActiv-CS-6 Total		5,000	2,536	2,464	51%
BusActvs-BusActiv-CS-7 Total		505,762	252,881	252,881	50%
Sw-SWR-Adm-1 Total		65,289	24,623	40,666	38%
Sw-SWR-Adm-3 Total		104,018	111,963	(7,945)	108%
Sw-SWR-Adm-6 Total		10,000	-	10,000	0%
Sw-SWR-Adm-7 Total		475,482	237,741	237,741	50%
Sw-SWR-Trtmt-3 Total		993,376	376,026	617,350	38%
Sw-SWR-Trtmt-6 Total		31,000	267,615	(236,615)	863%
Sw-SWR-Dstrb-1 Total		111,328	61,817	49,511	56%
Sw-SWR-Dstrb-3 Total		31,330	2,798	28,532	9%
Sw-SWR-Dstrb-6 Total		5,028	-	5,028	0%
Elec-EL-Wrhs-1 Total		24,390	-	24,390	0%
Elec-EL-Wrhs-3 Total		7,807	3,069	4,738	39%
Elec-EL-Adm-1 Total		130,631	49,245	81,386	38%
Elec-EL-Adm-3 Total		9,274,915	3,666,676	5,608,239	40%
Elec-EL-Adm-7 Total		240,444	120,222	120,222	50%
Elec-EL-Dstrb-1 Total		411,929	161,571	250,358	39%

Budget to Actual: Whole City, by Fund
with interfund transfers eliminated

Budget to Actual Fiscal Year: 2014 as of 03/31/14 Fund / Dept / Type	Expenditures	Adjusted Budget	YTD Actual	Balance	% EXP
Elec-EL-Dstrb-3 Total		572,191	197,936	374,255	35%
Elec-EL-Dstrb-6 Total		43,016	1,498	41,518	3%
Wa-WA-Adm-1 Total		65,289	24,623	40,666	38%
Wa-WA-Adm-3 Total		56,374	3,408	52,966	6%
Wa-WA-Adm-7 Total		455,068	227,534	227,534	50%
Wa-WA-Trtmt-3 Total		620,252	218,834	401,418	35%
Wa-WA-Trtmt-6 Total		25,028	121,017	(95,989)	484%
Wa-WA-Dstrb-1 Total		111,175	62,215	48,960	56%
Wa-WA-Dstrb-3 Total		33,627	13,496	20,131	40%
Wa-WA-Dstrb-6 Total		10,000	-	10,000	0%
Gas-Gas-Adm-1 Total		65,290	24,623	40,667	38%
Gas-Gas-Adm-3 Total		1,019,468	473,729	545,739	46%
Gas-Gas-Dstrb-1 Total		81,521	18,661	62,860	23%
Gas-Gas-Dstrb-3 Total		36,612	5,345	31,267	15%
Refuse-PW-OP-Tr&Garb-3 Total		1,150,929	546,007	604,922	47%
Landfill-Landfill-1 Total		85,318	44,305	41,013	52%
Landfill-Landfill-3 Total		75,793	14,439	61,354	19%
Telcom-Telcom-1 Total		66,648	23,744	42,904	36%
Telcom-Telcom-3 Total		114,599	85,987	28,612	75%
Telcom-Telcom-6 Total		1,570	-	1,570	0%
Telcom-Telcom-7 Total		26,457	13,229	13,229	50%
Int Serv-IT-IT-1 Total		78,192	26,398	51,794	34%
Int Serv-IT-IT-3 Total		80,826	40,886	39,940	51%
Int Serv-IT-IT-6 Total		9,708	-	9,708	0%
Int Serv-IT-IT-7 Total		99,041	49,521	49,521	50%
Grand Total		<u>26,939,176</u>	<u>12,193,401</u>	<u>14,745,775</u>	<u>45%</u>

- 1 Personnel**
- 3 Operating**
- 6 Capital**
- 7 Debt Service**
- 8 Grants**

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: April 22, 2014
Date Submitted: April 18, 2014
To: Honorable Mayor and Commissioners
From: Mike Wade, Interim City Manager
Jeffrey Williams, Interim Finance Director
Subject: External Auditor Negotiation

Statement of Issue

The City staff has negotiated with the selected external audit applicant, Moran & Smith, and an engagement letter is attached.

The gross fee, including expenses, is set at a not to exceed amount of \$88,500 in the first year (FY ended 09/30/13) with small increases to \$90,250 and \$92,100 for the two subsequent years. The proposed first year amount is down from \$125,000 (a \$36,500 savings from 2012).

Staff believes that this is a fair price and the firm is capable of providing quality service and therefore, recommends approval of the terms of the attached engagement letter. The executed letter will serve as the contract between the City of Quincy and Moran & Smith.

Options

1. Approve the terms of the attached engagement letter
2. Do not approve the terms of the attached engagement letter

Staff Recommendation:

Option 1

Attachment

Engagement letter

April 22, 2014

To the Honorable Board of
City Commissioners and to the City
Manager of the City of Quincy
Quincy, Florida

We are pleased to confirm our understanding of the services we are to provide to the City of Quincy for the years ended September 30, 2013, September 30, 2014, and September 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Quincy as of and for the years ended September 30, 2013, September 30, 2014, and September 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Quincy's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Quincy's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison information

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Quincy's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole

- 1) Schedule of expenditures of federal awards.
- 2) The combining and individual nonmajor fund financial statements,

[The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.]

- 1) Schedules prepared for the Comprehensive Annual Financial Report
- 2) Statistical Sections and Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report

on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on April 23, 2014.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall

presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as an auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Quincy's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Quincy's major programs. The

purpose of these procedures will be to express an opinion on the City of Quincy's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Moran & Smith LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State of Florida Auditor General, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Moran & Smith LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Florida Auditor General, or U.S. Government Accountability Office, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately April 24, 2014 for the September 30, 2013 audit and to issue our reports no later than June 30, 2014. We will provide correspondence regarding our start dates and estimated completion dates for the September 30, 2014, and 2015 audits. Chris Moran CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$88,500 for September 30, 2013, \$90,250 for September 30, 2014 and \$92,100 for September 30, 2015. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Quincy and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Moran & Smith LLP

Moran & Smith LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Quincy.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____