

Magistrate and shall provide notice as provided by this article to such violator. The case may be presented to the ~~board~~ Special Magistrate even if the repeat violation has been corrected prior to the ~~board~~ Special Magistrate hearing, and the notice shall so state.

(4) If the code inspector has reason to believe a violation presents a serious threat to the public health, safety and welfare, or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately ~~notify the code enforcement board and request a hearing.~~ schedule the matter for hearing before a Special Magistrate.

SECTION 9. HEARING PROCEDURES AMENDED. City Code Sec. 2-507 Hearing procedures is amended

Sec. 2-507. Hearing procedures.

~~(a) Upon request of the code inspector, or at such other times as may be necessary, the chairman of the code enforcement board may call a hearing, and such hearings may also be called by a written notice signed by three members of the board.~~

~~(b) Minutes shall be kept of all hearings by the board and all hearings and proceedings shall be open to the public.~~

~~(c) The city commission shall provide clerical and administrative personnel as may be required to assist the board in the proper performance of its duties.~~

~~(d) The city attorney or assistant shall not present cases before the board or special magistrate. A member of the administrative staff of the city shall present cases before the board and special magistrate.~~

~~(a) (e)~~ Cases agendaed for a particular day shall be heard. All testimony shall be under oath and shall be recorded. The Special Magistrate board shall take testimony from the code inspector and the alleged violator, and may take testimony from any other person familiar with the case or having knowledge about the case. The Special Magistrate board shall not be bound by formal rules of evidence; however, it he or she shall act to ensure fundamental due process in each of its cases.

~~(b) (f)~~ At the conclusion of each hearing, the Special Magistrate board shall issue findings of fact, based on evidence of record and conclusions of law, and its his or her order shall provide relief consistent with F.S. ch. 162. Each finding shall be by motion approved by a majority of those members present and voting. In order for an action to be official, at least four members of the board must vote for the action. The order may include a notice that it must be complied with by a specified date, and that a fine may be imposed if the order is not complied with by that date.

~~(c) (g)~~ A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the ~~board~~ Special Magistrate shall issue an order acknowledging compliance which shall be recorded in the public records. ~~A hearing is not required to issue such an order acknowledging compliance.~~ No hearing is required therefor.

~~(d)~~ No Special Magistrate shall have authority to compromise, or reduce the amount

owed incident to a recorded effecting a lien. Jurisdiction regarding compromise or reduction of such a lien vests with the City Commission.

SECTION 10. POWERS OF SPECIAL CODE ENFORCEMENT BOARD AND MAGISTRATE AMENDED. City Code Sec. 2-508 Powers of special magistrate is amended.

Sec. 2-508. Powers of ~~code enforcement board and~~ special magistrate.

(a) The City ~~code enforcement board~~ Special Magistrate shall have the power to:

~~(a) (1)~~ Adopt rules for the conduct of the hearings ~~it~~ he or she holds pursuant to F.S. ch. 162.

~~(b) (2)~~ Subpoena alleged violators and witnesses to ~~its~~ hearings. Such subpoenas may be served by the City's police department or by the Sheriff of the County.

~~(c) (3)~~ Subpoena evidence to ~~its~~ hearings.

~~(d) (4)~~ Take testimony under oath.

~~(e) (5)~~ Issue orders following a hearing, which orders shall have the force of law and which orders shall set forth the steps necessary to be accomplished in order to bring a violation into compliance with the code or ordinance that has been violated.

~~(b) — A special magistrate shall have the power to conduct a hearing and take testimony under oath in any case in which the board has previously (1) found that one or more violations of the codes or ordinances of the city exist, (2) entered an order requiring compliance by a specified date, and (3) provided that a fine may be imposed for each day thereafter that the violation continues past the date set for compliance. A special magistrate shall not hear or decide a case that does not meet these requirements. In each such case, following the hearing, the special magistrate may impose a fine at the daily rate set by the board or at a lesser daily rate for each day that the violation is found by the special magistrate to continue past the date set for compliance, and may certify a lien securing such fine, as provided in section 2-509.~~

~~(e)~~ The Special Magistrate may, in the alternative, defer the imposition of a fine and may defer certification of a lien securing such fine for a reasonable time necessary to correct the violation.

SECTION 11. FINE, LIEN AND FORECLOSURE AMENDED. City Code Sec. 2-509 Fine, lien and foreclosure is amended.

Sec. 2-509. Fine, lien and foreclosure.

(a) Upon being notified by the code inspector that a previous order issued by the board has not been complied with within the time established in such order or, upon finding that a repeat violation has been committed, ~~the board~~ or the special magistrate may order the violator to pay a fine to the city in an amount specified in this section for each day the violation continues past the compliance date established in its order or, in the case of a repeat violation, for each day the repeat violation continues past the date of notice to the violator of the repeat violation. Notice of the hearing at which the imposition of a fine and certification of a lien will be considered shall be provided to the violator in the manner provided by section 2-511. If a finding of a violation or repeat violation has

been made as provided in this article, a hearing shall not be necessary for issuance of the order imposing the fine.

(b) Any fine the ~~board~~ Special Magistrate imposes pursuant to this section shall not exceed \$250.00 per day for a first violation or \$500.00 per day for a repeat violation. In determining the amount of the fine, if any, the board shall consider the following factors: (1) the gravity of the violation; (2) any actions taken by the violator to correct the violation; and (3) any previous violations committed by the violator. The ~~board~~ Special Magistrate or the special magistrate may subsequently reduce any such fine so imposed, but has no authority to compromise or reduce a fine that is subject of a recorded lien.

(c) A certified copy of an order imposing a fine may be recorded in the public records of the county, and thereafter such order shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but such order shall not be deemed to be a judgment of a court except for enforcement purposes.

(d) A fine imposed pursuant to this article shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first.

(e) After three months from the filing of any such lien which remains unpaid, the ~~code-enforcement board or the~~ special magistrate may authorize the City Attorney to foreclose on such lien or to sue to recover a money judgment for the amount of the lien plus accrued interest in the manner provided by statute for the foreclosure of other municipal liens and the collection of liens. No lien created pursuant to the provisions of this chapter may be foreclosed on real property which is a homestead under art. X, ' 4 of the State Constitution.

SECTION 12. APPEAL AMENDED. City Code Sec. 2-510 Appeal is amended.

Sec. 2-510. Appeal.

Any aggrieved party, including the City Commission ~~local governing body~~, may appeal a final administrative order of the ~~city code enforcement board or the~~ Special Magistrate to the circuit court of the county as provided by F.S. ' 162.11. Such an appeal shall not be a hearing created de novo, but shall be limited to appellate review of the record created before the enforcement board. The appeal provided for herein shall be filed within 30 days of the execution of the order to be appealed.

SECTION 14. INCORPORATION INTO CODE OF ORDINANCES. This Ordinance shall be incorporated into the City of Quincy Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 15. SEVERABILITY. Each separate section of this Ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 16. EFFECTIVE DATE. This Ordinance will take effect immediately upon its adoption by the City Commission of the City of Quincy, Florida, and the signature of the Mayor.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA, THIS ___ DAY OF _____, 2014.

APPROVED:

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

ATTEST:

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

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: April 8, 2014

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: Second Reading of Ordinance No. 1061-2014 Pertaining to the Annexation of IFAS Property Located on Pat Thomas Pkwy

Statement of Issue:

This is a request for the Second Reading of Ordinance No. 1061-2014 regarding the annexation of University of Florida IFAS property located on Pat Thomas Pkwy, Gadsden County. The Commission approved the Ordinance on First Reading on March 25, 2014. The Second Reading of the Ordinance has been fully noticed and advertised. Attached to this memorandum is Ordinance No. 1061-2014 for Second Reading.

Background:

On October 8, 2013, the City Commission voted unanimously in support of the annexation of the IFAS property and the private properties (specifically, the Shaw's property: 774 acres; and the Redd's property: 49 acres) located on Pat Thomas Pkwy. Since the IFAS property lies between the City's southern limit and these properties, the City is first proceeding with the annexation of the IFAS property. The IFAS property, which is the subject of this annexation, involves 883 acres currently used for agriculture research and education. See Table 1 below and the attached map.

Table 1
Proposed Annexation Land Area

No.	Property Owner	Size (acres)	Condition of Property
1	UF IFAS	883	Used for Ag. Education and Research

Benefits of the Annexation of IFAS Property:

The University of Florida IFAS facility located on Pat Thomas Pkwy, Gadsden County is a world renowned center for agricultural research and education in north Florida. The annexation of this property means that this highly prestigious institute will be known from now on to be located in Quincy, Florida and not just in Gadsden County, Florida which is a big boost to the image of the City. The University of Florida IFAS land is currently used for agriculture related research; however, if in the future portions of the area changes to more intense or commercial uses, such commercial activities will be in the City which will enhance the tax base of the City.

Furthermore, the annexation of this property will place the City's boundary prominently on I-10 and give the City the limelight and visibility it needs for users of I-10. Interstate 10 is a major transportation corridor and the backbone of economic development in North Florida. At the moment, the cities of Gretna and Greensboro on our west have extended their boundaries to I-10 and beyond. Similarly, the City of Midway on our east has extended its boundaries to incorporate the I-10 interchange. It is only the City of Quincy, located less than a mile from the I-10 interchange, and Chattahoochee whose boundaries do not include a portion of the I-10 corridor. The annexation of the IFAS property will give the City crucial highway presence and direct access to the private properties south of I-10, which is essential for the city's future growth and economic development. The City's comprehensive plan identifies this area as the highest priority for annexation into the City. Thus, the proposed annexation would enable the City to accomplish its highest annexation priority.

Impact on Infrastructure:

The annexation will not create any additional impact on the City's infrastructure. The IFAS facility is already being served by City utilities. The City currently provides water and sewer services to the area through a 2-inch line that extends from the junction of Joe Adams Road and Pat Thomas Parkway to the IFAS facilities. The City's use of the 2-inch line was strategic; the City initially planned to install a 6-inch line but there was no growth demand to utilize it at the time. The City plans to replace the 2-inch line with a 4 or 6-inch line in the near future depending on the demand for growth in the area. At the moment, the only demand that the City has in the area is from IFAS and the current 2-inch line is more than adequate to serve that demand.

Impact of Annexation on IFAS Activities:

The University of Florida's IFAS facility is a highly regarded state government asset in our area which has contributed immensely to the economy of Gadsden County. The City's annexation of this facility will not alter the activities of the Institute. The City will ensure, through comprehensive plan and zoning provisions, that all the research related activities that are currently being conducted at the facility are not impeded by new regulations. At the moment, these properties are governed by the County's comprehensive plan. Subsequent to the annexation, the City's staff will initiate a comprehensive plan amendment with the State changing the land use designation on the annexed properties from the County's designation to the City's designation. Soon after that, the appropriate City zoning categories will be assigned to the annexed properties.

Conclusion:

The City's staff believes that this annexation is in the best interest of Quincy and is needed to support the growth of the City. It was the City's priority and long held aspiration to extend its boundary to the I-10 intersection; the annexation presented in this agenda item would enable the City to implement this objective. In the absence of this annexation, the City will not gain access to the valuable land surrounding the I-10 intersection which will deprive the City of the economic advantages that pertain thereto. In view of that, the City's staff is asking the City Commission to approve the second reading of Ordinance Number 1061-2014 for the annexation of the University of Florida IFAS property on Highway 267, Gadsden County, Florida.

Options:

- Option 1: Vote to approve Second Reading of Ordinance Number 1061-2014 for the annexation of the University of Florida IFAS property on Highway 267, Gadsden County, Florida.
- Option 2: Do not vote to approve Second Reading of Ordinance Number 1061-2014 for the annexation of the University of Florida IFAS property on Highway 267, Gadsden County, Florida.

Staff Recommendation:

Option 1

Attachment:

Ordinance Number 1061-2014 with the annexation map

ORDINANCE NUMBER 1061-2014

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.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Section 166.021, Florida Statutes, and Section 171.044, Florida Statutes.

SECTION 2. ANNEXATION AND LEGAL DESCRIPTION. The property described below which is situated in Gadsden County, Florida, compact and contiguous to the City of Quincy, Florida, is hereby annexed to the City of Quincy and the City of Quincy's boundary lines shall be redefined and hereby amended to include such property within its City limits, to wit:

Begin at the old iron pipe marking the north-west corner of Section 25, Township 2 North, Range 4 West, Gadsden County, Florida, and run thence South 01 degree 01 minutes 53 seconds East along the west boundary of said Section 25 and an old fence line 526.72 feet to a concrete monument, thence North 88 degrees 46 minutes 51 seconds East along an old fence line 1591.49 feet to a point on the Westerly boundary of the 100.0 foot right of-way of State Road 267, said point lying on a curve concave to the Westerly, thence North-easterly along said right-of-way curve with a radius of 3769.83 feet, through a central angle of 07 degrees 24 minutes 50 seconds, for an arc distance of 487.80 feet (the chord of said arc being North 05 degrees 52 minutes 28 seconds East 487.46 feet), thence leaving said right-of-way boundary run South 88 degrees 43 minutes West 771.95 feet, thence North 42.20 feet to a point on the South boundary of property described in Deed Book "X", page 187 and Deed Book "BB", pages 290-291 of the Public Records of Gadsden County, Florida, thence South 88 degrees 53 minutes 20 seconds West along the South boundary of the aforementioned property 218.90 feet, thence North 01 degree 06 minutes 40 seconds West along the West boundary of the aforementioned property 330.0 feet, thence North 88 degrees 53 minutes 20 seconds East along the North boundary of the aforementioned property 225.30 feet, thence North 1043.53 feet, thence West 1197.10 feet to a point on an old fence line, thence South 01 degree 28 minutes 11 seconds West along said old fence line 94.75 feet to a fence corner, thence South 89 degrees 56 minutes 39 seconds West along an old fence line 976.53 feet to a fence corner,

thence South 00 degrees 22 minutes 04 seconds West along an old fence line 1297.47 feet to a fence corner, thence North 89 degrees 53 minutes 27 seconds East along an old fence line 1305.65 feet to the Point of Beginning, containing 84.5 acres, more or less.

II A- All of the Northeast quarter of Section 26, in Township 2 North, Range 4 West. Also all of the Northwest quarter of Section 25, saving and excepting therefrom that tractor parcel of land sold and conveyed by P. W. White to E. B. Shelfer by deed dated January 20th, 1919, and recorded in Deed Book FF at pages 262 to 263, Public Records of Gadsden County, Florida, described as follows, to-wit: Begin at the Northwest corner of Section 25, and run East 25.89 chains to public road, thence South 11 degrees West 8.15 chains along said road, thence West 24.23 chains to West boundary line of said Section 25, thence North 8 chains to the point of beginning, containing 20 acres, more or less, and further saving and excepting therefrom that tract or parcel of land sold and conveyed by J. W. Woodward and his wife, to John Smith Et Al, as trustees of Shilo Primitive Baptist Church by deed dated July 29, 1921, and recorded in Deed Book JJ at page 123, Public Records of Gadsden County, Florida, described as follows, to-wit: Begin at a point where the Quincy and Carrabelle road crosses the half section line of Section 25 and run East along said half section line 329', thence North parallel with said road 93', thence West 329', thence Southerly down said road 93' to the point of beginning, all in Township 2 North, Range 4 West.

Also all of the West half of the Northeast quarter of Section 25, in Township 2 North, Range 4 West.

Also all of the Southeast quarter of Section 25, in Township 2 North, Range 4 West.

Also all of the East half of the Southwest quarter of Section 25 saving and excepting therefrom that tract or parcel of land sold and conveyed by John W. Woodward and his wife, to Fred Spooner by deed dated November 19, 1929, and recorded in Deed Book XX at page 90 and 91, Public Records of Gadsden County, Florida, described as follows, to-wit: That part of the Southeast quarter of the Southwest quarter of Section 25 lying South and West of Public Road leading from Quincy, Florida, to Cross Roads, more particularly described as beginning at the Southwest corner of said Southeast quarter of Southwest quarter of said Section 25 and run East 292' to center of road, thence North 39 degrees and 26 minutes West 459.7', thence South 355' to the point of beginning, 1.19 acres more or less, all in Township 2 North, Range 4 West; being the same parcel as purchased from XANTIPPI WOODWARD, and her husband, JOHN W. WOODWARD, on 25 June 1930; recorded in Deed Book XX, page 395.

Also known as Tract II A, Gadsden County, as shown on attached University of Florida Drawing No. D-335, marked Exhibit "B", attached hereto and made a part hereof by reference.

II B - The West half of the Southeast quarter and the East half of the Southwest quarter of Section 26, Township 2 North of Range 4 West; and;

Begin at the Northwest corner of the East half of the Northwest quarter (or Lot 2) of Section 35, and thence run South 53 chains to Forbes Purchase line, thence Northeasterly along said Forbes Purchase line to the point where said line intersects the East line of the West half of the Northeast quarter of said Section 35, thence North along the line last

mentioned to the North boundary line of said Section 35, thence West 40 chains to the point of beginning; all being in Section 35, Township 2 North, Range 4 West.

Begin on the Northern boundary line of that certain lot known and designated and described as lot 37 according to McNeil's Little River Survey of Forbes Purchase, at a point where the public road intersects said Northern boundary line, thence run along center of said public road in a Southwesterly direction 25', thence Northwesterly direction to an iron stake located on the North boundary line of said lot 37, thence Northeasterly direction with the meanderings of said North boundary line of said lot to the point of beginning.

Also, a strip of land 25' in width extending from the public road to the farm now owned and occupied by the said Ena J. Bruce, the said strip being bounded on the South by the fence lines as at present located between the land of the said C. E. Perry and that lately owned by T. R. Smith, deceased; being the same parcel as purchased from REBECCA M. BRUCE and JOHANNA BRUCE, unmarried, on 13 March 1945; recorded in Deed Book SSS, page 382.

Also known as Tract II B, Gadsden County, as shown on attached University of Florida Drawing No. D-335, marked Exhibit "B", attached hereto and made a part hereof by reference.

II C - The East half of Lot 3 in Section 35, Township 2 North of Range 4 West; being the same parcel as purchased from REBECCA M. BRUCE and JOHANNA BRUCE, unmarried, on 13 March 1945; recorded in Deed Book 79, page 342.

SECTION 3. MAP OF ANNEXED AREA. The property annexed is specifically set forth in the map marked as Exhibit "A", attached hereto and made part hereof by reference.

SECTION 4. ZONING AND LAND USE. Pursuant to general law, the property hereby annexed was subject to Gadsden County land development, land use plan, zoning and subdivision regulations which still remain in full force and effect until rezoned by the City of Quincy to comply with the comprehensive plan.

SECTION 5. COMPLIANCE WITH LAW. The property shall be subject to all of the laws, ordinances and regulations in effect in the City of Quincy upon the effective date of this Ordinance.

SECTION 6. FILING. Upon passage, the City Clerk is directed to file a certified copy of this ordinance with the Clerk of Circuit Court of Gadsden County, the Chief Administrative Officer of Gadsden County and with the Florida Department of State, within 7 days after adoption of this ordinance, as directed by general law.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City of Quincy City Commission and signature of the Mayor.

INTRODUCED IN OPEN SESSION OF THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA THIS 25 DAY OF MARCH 2014.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA, THIS ___ DAY OF _____, 2014.

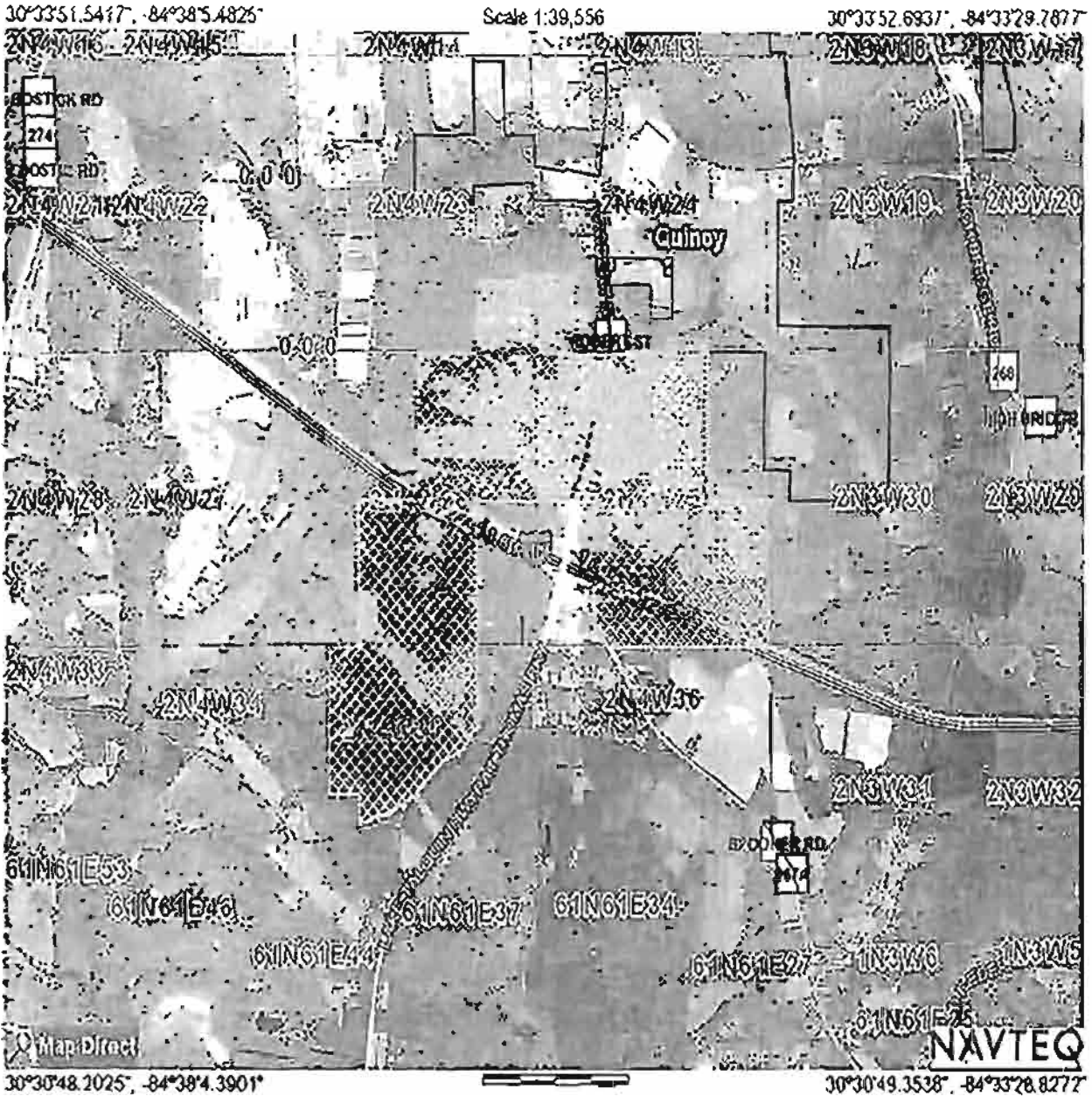
APPROVED:

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

ATTEST:

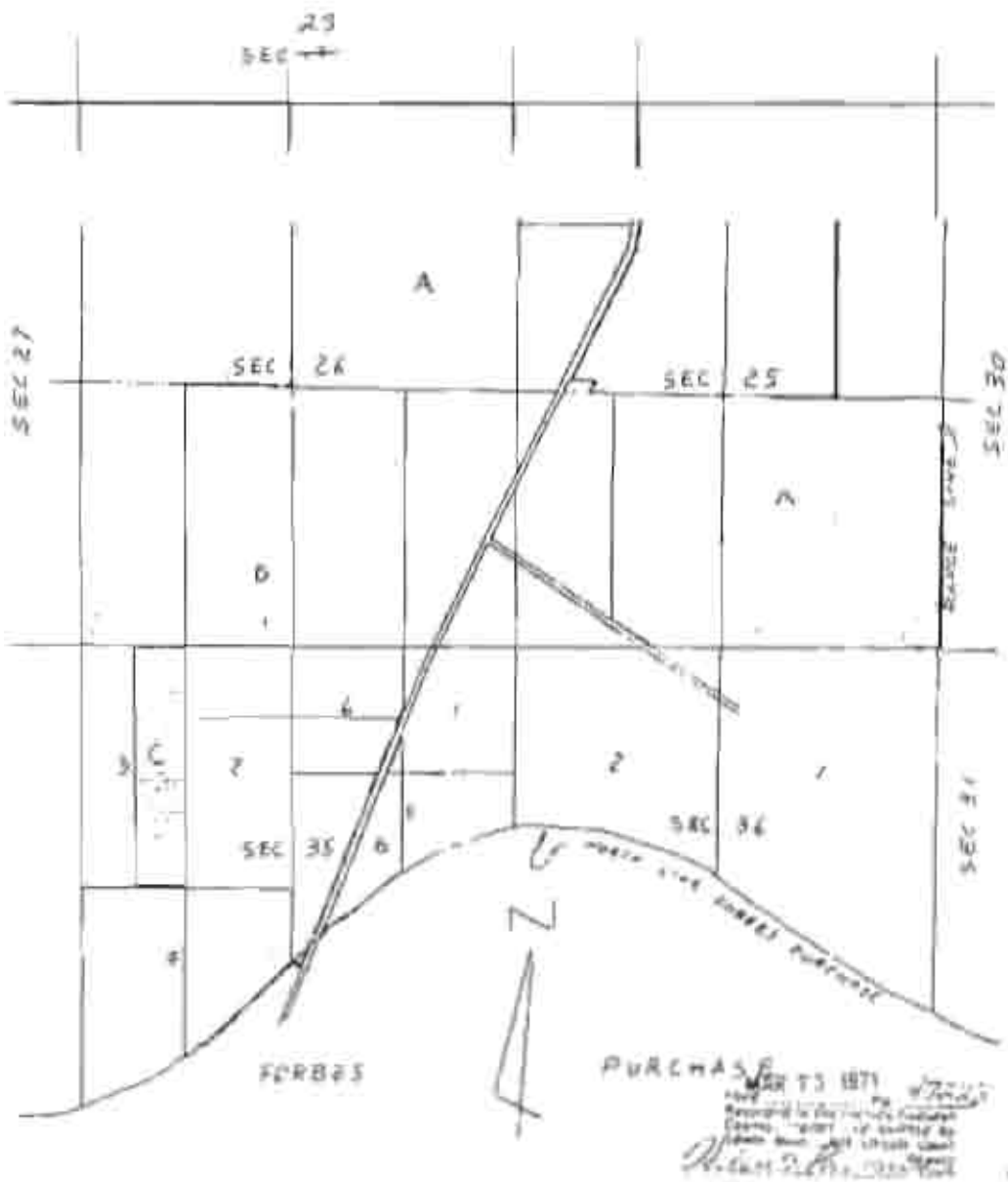
Sylvia Hicks, City Clerk

EXHIBIT A
MAP OF UNIVERSITY OF FLORIDA (UFAS) PROPERTY
ANNEXED INTO THE CITY OF QUINCY, FLORIDA



Note: The hatched area shows the annexed property.

EXHIBIT B
GADSDEN COUNTY AREA NO. II PROPERTY OWNERSHIP
T2N, R4W AND FORBES PURCHASE
 (University of Florida Drawing No. D-335)



**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: April 8, 2014
Date Submitted: April 3, 2014
To: Honorable Mayor and Members of the City Commission
From: Mike Wade, Interim City Manager
Bernard O. Piawah, Director, Building and Planning
Subject: Downtown Master Plan Contract

Statement of Issue: On March 25, 2014, staff brought to the Commission an agenda item asking for the Commission's authorization to sign the contract with Atkins Inc, for the preparation of the Quincy Downtown Master Plan. The Commission voted to approve the signing of the contract pending a revision of the agreement to address the issues that the City's attorney identified and to bring the revised agreement back to the Commission before it is signed. The agreement has been revised to the satisfaction of the City's attorney and staff is asking for permission to sign the contract. Attached to this agenda item are the previous agenda items and the revised agreement.

OPTIONS:

- Option 1: Authorize staff to enter into contract with Atkins, Inc. to prepare Quincy Downtown Master Plan.
- Option 2: Do not authorize staff to enter into contract with Atkins, Inc. to prepare Quincy Downtown Master Plan.

Staff Recommendation:

Option 1

Attachments: 1-2) Agenda Items of March 25, 2014 and February 11, 2014; and 3) Scope of work and contract

ATTACHMENT 1
CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST

Date of Meeting: March 25, 2014

Date Submitted: March 20, 2014

To: Honorable Mayor and Members of the City Commission

From: Jack L. McLean Jr., City Manager
Bernard O. Piawah, Director, Building and Planning

Subject: Downtown Master Plan Contract

Statement of Issue: This is a request for the City Commission's authorization to sign the contract for the preparation of the Quincy Downtown Master Plan. On February 11, 2014, the City's staff presented to the Commission the ranking of candidates that participated in the bid process for the preparation of Quincy Downtown Master Plan. Four nationally recognized companies with strong backgrounds in master plan preparation were interviewed: Tindale-Oliver and Associates; Kimley-Horn and Associates; Genesis Group; and Atkins/Joel Sampson and Associates (a local candidate). It was reported to the Commission that Atkins Inc/Joel Sampson and Associate ranked the highest and the Commission directed staff to negotiate a contract with them. Atkins Inc., has agreed to prepare the master plan, based on the scope of work provided by the City's staff, for the cost of \$50,000.00 which is consisted with the City's budget for this project. Attached to this agenda item is the scope of work and the contract. The contract was received yesterday, so the City's attorney and manager have not had the opportunity to read the fine prints. The City's staff is asking the Commission to authorize the City Manager to sign the contract upon review by the City attorney.

OPTIONS:

- Option 1: Authorize staff to enter into contract with Atkins, Inc. to prepare Quincy Downtown Master Plan.
- Option 2: Do not authorize staff to enter into contract with Atkins, Inc. to prepare Quincy Downtown Master Plan.

Staff Recommendation:

Option 1

Attachments: Agenda Item of February 11, 2014; and 2) Scope of work and contract

ATTACHMENT 2

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: February 11, 2014

Date Submitted: February 6, 2014

To: Honorable Mayor and Members of the City Commission

From: Jack L. McLean Jr., City Manager
Bernard O. Piawah, Director, Building and Planning

Subject: Candidate Selection for Downtown Master Plan Preparation

Statement of Issue:

This agenda item is intended to inform the Commission about the selection of a consultant that will prepare the Quincy Downtown Master Plan and to seek their approval. On November 21, 2013, the City put out a request for proposal (RFP) looking for a reputable company with expertise in downtown master planning that will prepare a master plan for downtown Quincy. Four nationally recognized companies with strong backgrounds in master plan preparation responded: Tindale-Oliver and Associates; Kimley-Horn and Associates; Genesis Group; and Atkins/Joel Sampson and Associates (a local candidate). A selection committee was formed to evaluate the candidates and to make recommendations to the City Commission on who to hire. After interviewing the candidates and reviewing the RFPs, the Committee would like to present to the Commission, the ranking of the applicants and the recommendation on who should be considered for hiring.

Purpose and Importance of a Quincy Downtown Master Plan: The preparation of the master plan for Downtown Quincy represents a pivotal turning point for growth management in Downtown Quincy. The purpose of the plan is to create for the downtown a specifically developed reference document that will guide growth and urban redevelopment in downtown Quincy for the short term and for the long term. No such effort has been undertaken for the downtown in the past and will set the pace for a new era of planning for the economic revitalization of downtown Quincy. With the historic Courthouse Square located at its center, downtown Quincy had been the focal point for culture and social events and the hub of economic activities in Gadsden County.

However, in recent years some of the economic activities have moved to the outskirts of the City thereby depriving the downtown of the thriving economic dominance it once enjoyed in the City and County at large. The downtown master plan shall, among other things, establish a clearly defined and identifiable footprint for the downtown that will provide for an economically viable downtown; create a distinctive boundary and look for the downtown; create a pedestrian plan that will link downtown Quincy with the historic residential districts on the north in a manner that will be aesthetically pleasing and enhances tourism; create a pedestrian plan that makes downtown Quincy pedestrian friendly and properly link the downtown with some of the important special places that surrounds it including Tanyard Creek Park on the south. The master plan is also to provide a bicycle path plan that links downtown Quincy to the Quincy Havana Bike Trail on State Road 12 and with Tanyard Creek Park. Parking and aging downtown infrastructure had always been issues of concern to the City, the master is intended to address these matters as well.

Ranking of Applicants:

After reviewing the applications and discussing among themselves, the committee decided to rank the applicants as shown in the table below with Atkins-Joel Sampson and Associates as the first, followed by Tindale-Oliver and Associates, Kimley-Horn and Associates, and Genesis Group.

Name of Applicant	Rank
Atkins-Joel Sampson & Associates	1
Tindale-Oliver	2
Kimley-Horn and Associates	3
Genesis Group	4

Cost of the Project: The cost of preparing the master plan has not been discussed with the applicants (that aspect is normally done after evaluation and ranking of candidates). Upon the approval of the Commission the Selection Committee will proceed to discuss the cost with the first applicant and offer the job if the price is right (i.e., if the cost is what the City can afford, in light of our budget). If the cost is beyond the City's reach for the first candidate, the committee will go to the second ranked candidate.

The State Department of Employment Opportunities (DEO) has awarded the City a grant of \$25,000.00 towards the preparation of the master plan, provided certain scope of work is delivered to them by the end of May. The Planning Department's budget includes \$25,000.00 to go towards the preparation of the master plan. Thus, at the moment, we have an overall budget of \$50,000.00 for the preparation of the master plan.

Options:

- Option 1: Authorize the City to enter into cost discussions with Atkins-Joel Sampson & Associates for the preparation of the Downtown Master Plan and if the price is not right go to the next candidate.
- Option 2: Do not authorize the City to enter into cost discussions with Atkins-Joel Sampson and Associates for the preparation of the Downtown Master Plan and if the price is not right go to the next candidate.

Staff Recommendation:

Option 1

ATKINS

PROFESSIONAL SERVICE AGREEMENT

THIS Agreement, made and entered into _____, by and between Atkins North America, Inc. (Atkins) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

CLIENT: The City of Quincy

ADDRESS: Quincy Building and Planning Department

404 W. Jefferson Street, Quincy, Florida 32351

CONTACT PERSON: Dr. Bernard Pizwah (bpizwah@myquincy.net)

PHONE NO.: _____ FAX NO.: _____

SHORT TITLE: Quincy Master Plan

PROJECT NUMBER: _____

IS CLIENT FEE OWNER OF PROJECT?

YES NO N/A

(If answer is NO, please provide name/address of owner.)

NAME/ADDRESS OF OWNER: _____

DOES CLIENT HAVE OWNER'S AUTHORITY FOR THESE SERVICES?

YES NO N/A

1. LEGAL DESCRIPTION OF PROJECT SITE:

2. SCOPE OF SERVICES TO BE PROVIDED BY ATKINS (if additional pages are necessary, they are identified as Attachment A):

Refer to the Quincy Downtown Master Planning Proposal and the Master Plan Preparation Task dated March 19, 2014.

3. THE COMPENSATION TO BE PAID ATKINS for providing the requested services shall be (if additional pages are necessary, they are identified as Attachment B):

Direct personnel expense plus a surcharge of _____ plus reimbursable costs.

A Lump-Sum charge of \$50,000.00 ~~_____~~ JB 4.3.14.

Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.
* See explanation under Item number 5 below.

4. IF ATKINS'S SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond ATKINS' control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year. If the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions above stated. (SIGN WITH BLUE INK, PLEASE)

CLIENT: _____

ATKINS NORTH AMERICA, INC.

SIGNED: _____

SIGNED: _____

TYPED NAME: _____

TYPED NAME: John Boudreau, PCL

TITLE: _____

TITLE: Group Manager

DATE: _____

DATE: _____

5. COMPENSATION: Direct personnel expense shall be defined as: the cost of salaries and fringe benefits (such as vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits, unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

[REDACTED]

JB 4-3-14

JB 4-3-14

6. DOCUMENTS: ATKINS will furnish copies to the Client upon request. Any unapproved use or modification shall be at Client's or others' sole risk without liability or legal exposure to ATKINS unless approved in writing by ATKINS prior to such reuse. JB 4-3-14

7. INVOICE PROCEDURES AND PAYMENT: ATKINS shall submit invoices to the Client for work accomplished during each financial month. For services provided on a Lump Sum basis, the amount of each financial monthly invoice shall be determined on the "percentage of completion method" whereby ATKINS will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by ATKINS as soon as possible after the end of the financial month in which the work was accomplished and shall be due and payable by the Client upon receipt. The Client agrees that the financial monthly invoice from ATKINS is correct, conclusive, and binding on the Client unless the Client, within twenty (20) working days from the date of receipt of such invoice, notifies ATKINS in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. ATKINS reserves the right to suspend all services on the Client's project without notice, if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

It is understood and agreed that ATKINS' services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a Supplemental Agreement may be negotiated between the Client and ATKINS describing the services desired and providing a basis for compensation to ATKINS.

8. COST ESTIMATES: Client hereby acknowledges that ATKINS cannot warrant that any cost estimates provided by ATKINS will not vary from actual costs incurred by the Client. AS A RESULT OF THE MASTER PLAN OR

9. LIMIT OF LIABILITY: The limit of liability of ATKINS to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement. RECOMMENDATIONS OF THE MASTER PLAN

10. CONSTRUCTION SERVICES: If, under this Agreement, professional services are provided during the construction phase of the project, ATKINS shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall ATKINS be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations. FILE THE MASTER PLAN

11. INSURANCE: ATKINS shall at all times carry Workers' Compensation Insurance as required by statute, commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that ATKINS be named as an additional insured on insurance coverages provided by contractors on the Project. JB 4-3-14

12. ASSIGNMENT: Neither the Client nor ATKINS will assign or transfer its interest in this Agreement without the written consent of the other. ONE (1) DAY

13. SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT: In the event the project described in Attachment A, or the services of ATKINS called for under this Agreement, is/are suspended, canceled, terminated or abandoned by the Client, ATKINS shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses. JB 4-3-14

ATKINS hereby terminates this Agreement. JB 4-3-14

14. ENTIRETY OF AGREEMENT: This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.

15. PERMITTING: In cases where the scope of services requires ATKINS to submit, on behalf of the Client, a permit application and/or approval by a third party to this contract, ATKINS does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by ATKINS is not contingent upon the successful acquisition of these permits.

16. WAIVER: Any failure by ATKINS to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and ATKINS may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

17. HAZARDOUS WASTE, MATERIALS OR SUBSTANCES: Unless otherwise specifically provided in this Agreement, ATKINS shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.

18. DISPUTE RESOLUTION: If a dispute arises out of or related to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with mutually agreed upon mediator before resorting to a judicial forum. The cost of a temporary mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorney's fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by ATKINS.

19. GOVERNING LAW: This Agreement shall be governed by and construed according to the laws of the State where the site of the work is located.

[REDACTED]

JB 4-3-14

20. INTELLECTUAL PROPERTY: [REDACTED]

JB 4-3-14

April 3, 2014

Dr. Bernard Prowell, Director
Quincy Building and Planning Department
404 W. Jefferson Street
Quincy, Florida 32381

Re: Quincy Downtown Master Planning Proposal

Dear Dr. Prowell:

Atkins appreciates the opportunity to submit this proposal for master planning services for the Quincy Downtown Master Planning project. We understand the scope of work to include the following services:

MASTER PLAN PREPARATION TASKS

Task 1: Inventory and Public Involvement

1.1 Project Management:

In addition to the specific services detailed below, Atkins North America Inc., and the subcontractor, Joel Samson, Inc. (the Design Team) shall coordinate the work with the City's project team, monitor the project schedule as it relates to this scope, and provide timely invoicing and reporting of project progress. The project manager for the City is the Planning Director, Dr. Bernard Prowell.

1.2 Coordination of the Work of Sub-consultants to the Design Team:

The City hereby acknowledges and agrees that the Design Team will assume responsibility for the continuation of work produced by any sub-consultants to the Design Team and shall bear responsibility for the quality of the work.

1.3 Project Kick-off Meeting:

Prior to the commencement of the work, the Design Team will

- a. Discuss with the City Manager and Planning Director to discuss the concepts for the downtown master plan.
- b. Establish the timeline for the delivery of work products. The Design Team shall schedule regular meetings with the Planning Director to keep track of work progress and answer questions pertaining to the work.
- c. Kick-off will also include a brief tour and debriefing of study area involving the Design Team, the City Manager, and the Planning Director. This may include a press briefing.
- d. Downtown boundary: The tentative study area for the Quincy downtown master plan is the area bounded by Franklin Street to the North, Crawford Street to the South, Jackson Street to the West and Love Street to the East.
- e. The Design Team shall evaluate this boundary and determine (as appropriate) an downtown Quincy or whether the boundary needs to be expanded and, if necessary, provide recommendations for a more suitable boundary for downtown Quincy.

1.4 Physical Inventory:

Subsequent to the project kick-off, the Design Team will conduct a data collection and analysis effort to establish a baseline physical understanding of the study area. We understand that the City will assist the Design Team in gathering the available data.

- a. **Base mapping:** The Design Team will prepare a generalized base map for the City of Quincy. The base map will be provided to the City of Quincy for future planning activities in ArcGIS software. This base map will be the palette from which all design decisions are presented.
- b. **Physical Inventory:** The Design Team shall identify and map existing and future land uses, zoning, property and building configuration, vacant or underutilized land, public space/parks, neighborhoods, block pattern, transportation and traffic flow patterns, pedestrian and bicycle facilities, existing land uses, existing businesses, existing developable vacant sites, sites with potential for mixed use development, structures with potentials for mixed use development, sites and structures with potentials for more intense mixed use development, publicly owned properties, and infrastructure (water, sewer, drainage, recreation and open space, parking, street lighting, trees and landscaping, and street furniture).
- c. **Economic development:** We understand that the overarching purpose of the Quincy downtown master plan is to create a blueprint for a strong economically thriving downtown. In view of this, the Design Team shall make recommendations on socio-economic condition of the downtown and will provide recommendations and strategies for addressing identified issues. Some of the aspects to evaluate include the following:

Factors affecting economic vitality (current and future needs):

- Opportunities for downtown employment.
- Types of businesses that will best fit and mix for the downtown (retail uses, restaurant, bars, movie theaters, etc.).
- Types of businesses that match the demographics of visitors, residents, and employees of the downtown.
- Opportunities for business retention, expansion, attraction and entrepreneurship in the downtown area.
- Opportunities for residential development in the downtown including a combination of both commercial and residential in the same building (such as commercial downstairs and residential upstairs).

1.5 Public and Stakeholder Input:

The Design Team shall facilitate various methods of public and stakeholder input and review throughout the course of the project. We understand in this effort it is the City's intention to make the public involvement process bottom up and not a top-down public involvement approach. The Design Team proposes that up to three public meetings will be provided to gain Public Input.

- a. **First Meeting: Public Kick-Off Presentation.** The Design Team shall facilitate one (1) public project kick off presentation and discussion meeting. This shall include a very general overview of the project, the project schedule, the project issues and a brief discussion on the opportunities (i.e., Issues and Opportunity Sessions). This will be followed by a one hour charrette session for the public. The intent of the charrette is to gain design ideas from those present that take advantage of key opportunities within the study area. During this initial meeting, the Design Team shall facilitate the meeting and the City shall be responsible for providing the meeting facilities and circulating the invitation.

- h. **Second Public Meeting and Input Sessions.** The Design Team will return to the Quercy prepared to facilitate a second community planning workshop and present Downtown Development recommendations. These would be presented in plan graphic form, supported with a brief written description and various image boards and/or character images. The Work Session would begin with a summary of the issues and vision discussion from the first work session and would then be followed by a presentation of the various recommendations. The work shop participants would be asked to rank the alternatives and participate in a brief strengths and weaknesses exercise.
- i. At the second Public Meeting, the Design Team will present the options from the design charrette with the community and a preferred plan developed from these options. This is intended to give the public and stakeholders the chance to provide input on the proposed preferred concept.
- j. During this second visit, Atkins will also provide time to meet with individual key stakeholders and small groups regarding projects, sites or concerns with specific issues related to the downtown. The Design Team shall coordinate with the City staff on this key groups and stakeholders to be interviewed. The City Manager and staff shall assist in the regard and provide meeting facilities and coordinating the necessary stakeholder group meetings.

Task 2: Implementation Strategy

- 2.1 In coordination with the Public Meetings, the Design Team shall meet with the City Project Manager and the City Manager to discuss the issues, Opportunities and recommendations. The City shall be responsible for locating and securing the presentation space, and circulating the invitation.
- 2.2 The Design Team shall develop draft master plan and sketches that show private development opportunity sites, streets, public improvements, urban form principles, provide recommendations on development guidelines, and land development code (if needed). The Design Team will make available the design recommendations for additional stakeholder input and to facilitate problem solving. The draft maps presented shall include a map or maps of the downtown area that includes the following features:

 - a. A clearly defined and identifiable boundary for the downtown that will provide for an economically viable downtown.
 - b. A plan that creates a definable boundary and look for the downtown.
 - c. A pedestrian plan that authentically links Downtown Quercy with the historic residential districts on the north, and also links the downtown with the eastside and western communities in a manner that will enhance tourist attraction.
 - d. A pedestrian plan that makes Downtown Quercy pedestrian friendly.
 - e. A pedestrian plan that properly links the downtown with Tanyard Creek Park on the south in a strongly identifiable and appealing manner.
 - f. A bicycle path plan that links Downtown Quercy with Tanyard Creek Park and with the Quercy Havana Bike Trail on State Road 12.

Task 3: Final Product Development & Public Presentation

3.1 The Design Team will finalize and compile all graphic products and technical memoranda produced over the course of the project and draft the consolidated Master Plan Report and Implementation Strategy which will address the following items:

- a. Vision name. Create a branding name for the downtown master plan that helps the city promote the downtown as a destination location in Gadsden County, Florida.
- b. Urban design/land use plan. The urban design plan will illustrate a generalized development vision for the Downtown Quincy study area. This overall vision will identify the various unique districts, area resources (public institutions, parks and open space, neighborhoods) where new development and specific uses could occur, catalytic development sites (parcels that are likely to be aggregated), and connections and transitions to adjacent neighborhoods, unified into a single strategic plan.
- c. Opportunity site redevelopment plan. Planning for potential redevelopment sites, including site plan and descriptive sketches or photos, development program, and implementation strategy, as identified in the urban design/land use plan.
- d. Incremental redevelopment strategies. Where appropriate within given nodes or districts, a phasing/incremental development strategy will be developed that illustrates the development steps necessary to achieve incremental redevelopment of the overall vision.
- e. Street design. In addition to the private redevelopment issues, proposed street design comments will be developed for the critical corridors. These street design comments will illustrate proposed ultimate street cross section, including any applicable traffic calming, on-street parking, intersection/pedestrian-crossing enhancements, and sidewalk/streetscape design options that include conceptual thematic design elements.
- f. Urban design and regulatory structure principles. Including comments on urban form based on Quincy's historic patterns and desired future vision and comments, illustrating the required philosophical approach to land development regulations, zoning, and future land use necessary to achieve the vision.
- g. Plan implementation and economic development strategy.
- h. Develop an implementation strategy for the downtown master plan that identifies the specific action needed, priority, timeframe, lead agencies, or organizations that will facilitate the implementation of the master plan. They shall include:
 - ◆ The measures to be undertaken to provide, if needed, greater parking opportunities, plazas, and open spaces within the footprint of the downtown.

- The infrastructure needed to support downtown development and redevelopment.
- The strategy should be based on the following principles:
 - Goals. Short term goals for the things that could be accomplished within a short timeframe and long-term goals for the big items that would need to be accomplished within a long time horizon.
 - Objectives. Specific measurable objectives to be accomplished within an established timeframe for the short range and for the long range.
 - Policies. Clearly defined actions to be undertaken that will enable the achievement of the objectives.

Task 4: Financing Mechanism for Achieving Downtown Objectives

4.1 Financing opportunities and development strategies.

Identify the actions, tools, programs, and roles necessary for the economic development and the implementation of the master plan concepts, goal and objectives. The chapter should address and suggest sources of funding from city, county, state and federal sources as well as from private and non-profit sources. Provide recommendations with financing and funding strategies through a multi-year financing plan based on needs identified in the master plan.

4.2 Design Standards

Consistent with the Master Plan, the Design Team will prepare recommended modifications or additions to the design standards which implement the proposed Downtown Master Plan. The level of graphics for the design standards will be prototypical as described below, that is, the block types of form will be representative of a generic site and will not represent a specific site or set of sites within the Downtown Quincy Study Area. The design standards should include the following:

- a. Building design – Establish general architectural standards as necessary to support an urban form. These would include the regulation of only the most basic architectural detail that is necessary and integral to achieving an urban form and would be general enough to be easily reviewed by a site planner.
- b. Site design and lot layout.
- c. Lot layout/block standards.
- d. Urban form standards by use type – Regulations and Prototype Graphic Illustrative Form.
- e. Uses appropriate within the Downtown.
- f. Redevelopment form standards (Includes building placement, parking location, vehicular access, pedestrian access).
- g. Buffers, fences, walls, including compatibility requirements for adjacent uses.
- h. Landscaping and open space – includes buffer landscaping and compatibility standards to address edges of single family to more intense uses.

- I. Off-street parking – includes vehicle-parking requirements, bicycle parking requirements in the downtown area, parking lot landscaping, and parking lot lighting.

Task 5: Final Presentations and Receipt of Bound Copies of Master Plan

- 5.1 **Third Public Meeting:** The Design Team will return to the Quincy prepared to facilitate a third and final community presentation of the Downtown Master Plan recommendations. These would be presented in plan graphic form, supported with a brief written description and various image boards and/or character images. The Work Session would begin with a brief summary of the discussion from the second work session and would then be followed by a presentation of the various master plan recommendations.
- 5.2 In coordination with the Third Public Meeting, The Design Team will prepare and present the final master plan to the City Commission and staff. The City shall be responsible for locating, scheduling and securing the presentation space and circulating the invitation.
- 5.2 Handing over to the City's staff three bound copies of the master plan, as well as the electronic copies of the master plan and all materials that pertain thereto.

**EXHIBIT B
PAYMENT PLAN**

Payment shall be made in accordance with the Scope of Work (Exhibit A), based on acceptance and approval of deliverables by the City according to the schedule below. No partial payment will be made without prior written modification approved by the City Manager.

Task No.	Deliverable Type	Due Date of Deliverable	Payment Amount
Task 1	Data Inventory & Analysis and Public Participation	21 days	\$7,500.00
Task 2	Implementation Strategy Work Session	30 days	\$7,500.00
Task 3	Final Product Development & Public Presentation	45 days	\$25,000.00
Task 4	Financing Mechanism	Completed with Task 3	\$5,000.00
Task 5	Final Presentation of master plan and receipt of bound copies of the Master Plan and electronic version of all documents prepared	7 days	\$5,000.00
Total			\$50,000.00 LS

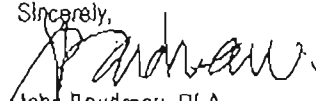
Proposed Schedule: Based on the Notice to Proceed, the Design Team will work with the City of Quincy to develop a more detailed schedule that meets the City needs.

ATKINS

Atkins proposes to provide these services for a Lump-Sum Fee of \$50,000.00. Reimbursable expenses for the project, such as printing, photography, reproduction, couriers, travel, mileage, etc., are included in the Lump-Sum Fee amount. Invoices are mailed monthly and are due within 45 days. At the current time, this Master Planning proposal does not include a detailed market study from an economic research firm, nor does it include the Design Team producing detailed working drawings that can be used for construction purposes. Should these services be requested Atkins can provide a proposal at the appropriate time. Any additional services requested that are not specifically identified in the above scope of services will be shall be consider outside this scope of work and be consider an extra service. Atkins shall seek the City of Quincy authorization prior to proceeding with the additional service request.

Thank you for this opportunity to provide the City of Quincy with this proposal for Master Planning services. We hope this proposal meets your and please contact me should you have any questions or require any additional information.

Sincerely,



John Boudreau, RLA
Group Manager, Planning and Landscape Architecture

**THE CITY OF QUINCY
POLICE DEPARTMENT**

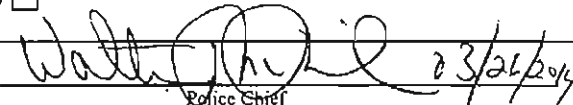
121 East Jefferson Street

Quincy, Florida 32351

Phone: (850) 875-7335

Fax: (850) 627-3979

**PARADE/EVENT
PERMIT**

NAME OF ORGANIZATION City of Quincy		PERSON IN CHARGE Cpt. R. Mixson		DATE 03/26/2014	
ADDRESS OF ORGANIZATION 404 W. Jefferson Street Quincy, Florida 32351				TELEPHONE NUMBER 850-627-7111	
TITLE OF EVENT 2014 Quincy Fest Blues and Barbecue					
DATE OF EVENT: 05/03/2014	ALTERNATE DATE:	START TIME 6am	DURATION OF EVENT 15 hours	ENDING TIME 9pm	
EVENT LOCATION OR PARADE ROUTE: (if Permit is for parade, attach map indicating route, starting point and ending point.) :					
On Saturday, 05/03/2014, roads will be closed for the Quincy Fest (Quincy Music Festival Event) from 6am to 9pm					
SEE ATTACHED QUINCY MUSIC FESTIVAL MAP					
SPECIAL CONDITIONS OR NEEDS: (Any applicable rental fees, clean up fees, Utility fees, or other services required must be approved by the City Manager prior to permit approval.)					
Public Works will take part in cleaning up after the event.					
LIABILITY INSURANCE IN THE AMOUNT OF \$1000,000.00 LISTING THE CITY OF QUINCY AS AN ADDITIONAL INSURED, WITH A HOLD HARMLESS AGREEMENT, MUST BE OBTAINED AND ATTACHED TO PERMIT. Insurance and Agreement Attached: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>					
Parade / Event Permit: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		 Walter J. Hill Police Chief			
Parade / Event Permit: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		_____ Mayor			
FDOT Permit: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A					
COMMENTS: _____					

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TEMPORARY CLOSING/SPECIAL USE OF STATE ROAD

FD-6040
MAY 2008
REV
Page 1 of 2

- INSTRUCTIONS: 1. Obtain signatures of local law enforcement and city/county officials.
2. This form must be submitted by the local governmental authority to FDOT to obtain written approval. Allow adequate time for the review.
3. Attach any necessary maps or supporting documents.

NAME OF ORGANIZATION City of Quincy		PERSON IN CHARGE Cpt. B. Mixson		DATE 3/26/14
ADDRESS OF ORGANIZATION 404 W. Jefferson Street Quincy, Florida 32351			TELEPHONE NUMBER 850-627-7111	
TITLE OF EVENT Quincy Fest (Blues and Barbecue)				
DATE OF EVENT 5/3/14	STARTING TIME OF DAY 0600 hr (6am)	DURATION OF DAY (APPROX) 15 hours	ACTUAL CLOSING TIME INCLUDING SETBACK OF TRAFFIC, ETC. 2100hr (8pm)	
PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC. INCLUDE MAPS) SEE ATTACHED MAP				
ALTERNATE ROUTE (INCLUDE ALTERNATE ROUTES, INCLUDE MAPS) SEE ATTACHED MAP				
NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC. (CITY POLICE, SHERIFF'S DEPT., FLORIDA HIGHWAY PATROL, ETC.) (INCLUDE PROJECT NO.) Quincy Police Department, and other law enforcement personnel asked to assist				
SPECIAL CONDITIONS				
THIS SECTION IS TO BE COMPLETED WHEN REQUESTING SPECIAL USE OF A STATE ROAD FOR FILMING				
LICENSEE PHOTOGRAPHIC OPERATOR _____		LICENSE NO. _____		
APPROVAL OF LOCAL FIRE DEPARTMENT _____				
LIABILITY INSURANCE CARRIER _____		POLICY EFFECTIVE DATE _____		
COVERAGE AMOUNT _____ (1-800-800-0000)				
LENGTH OF COVERAGE _____ DAYS				
FEDERAL AVIATION ADMINISTRATION APPROVAL FOR LOW FLYING FILMING _____				
ADDITIONAL LIABILITY INSURANCE AMOUNT _____		(1-800-800-0000)		
TYPED NAME AND TITLE (INCLUDE SUFFIX, IF APPROPRIATE) Walter McNeil, Chief of Police		SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY 		DATE SIGNED 3/24/14
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL Michael Wade - Interim City Manager		SIGNATURE OF CITY/COUNTY OFFICIAL 		DATE SIGNED 3/28/14

The Permittee, shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agents, employees, or subcontractors during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that neither the Permittee nor any of its subcontractors will be liable under this Article for damages arising out of the injury or damage to persons or property directly caused or resulting from the SOLE negligence of the Department or any of its officers, agents or employees.

Contractor's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Contractor. Contractor's inability to evaluate liability or its evaluation of liability shall not excuse Contractor's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Department SOLELY negligent shall excuse performance of this provision by Contractor. Contractor shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify Contractor of a claim shall not release Contractor of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title, and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend and save harmless the State of Florida and the Department from and against any and all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.

During the event, all safety regulations of the Department shall be observed and the holder must take measures, including placing and display of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices (MUTCD), as amended, and the Department's latest Roadway and Traffic Design Standards.

In case of non-compliance with the Department's requirements in effect as of the approved date of this permit, this permit is void and the facility will have to be brought into compliance or removed from the R/W at no cost to the Department.

Submitted by: _____ Place Corporate
Permittee
Michael W. ... Interior City Manager Signature and Title
Beatriz ... Attested

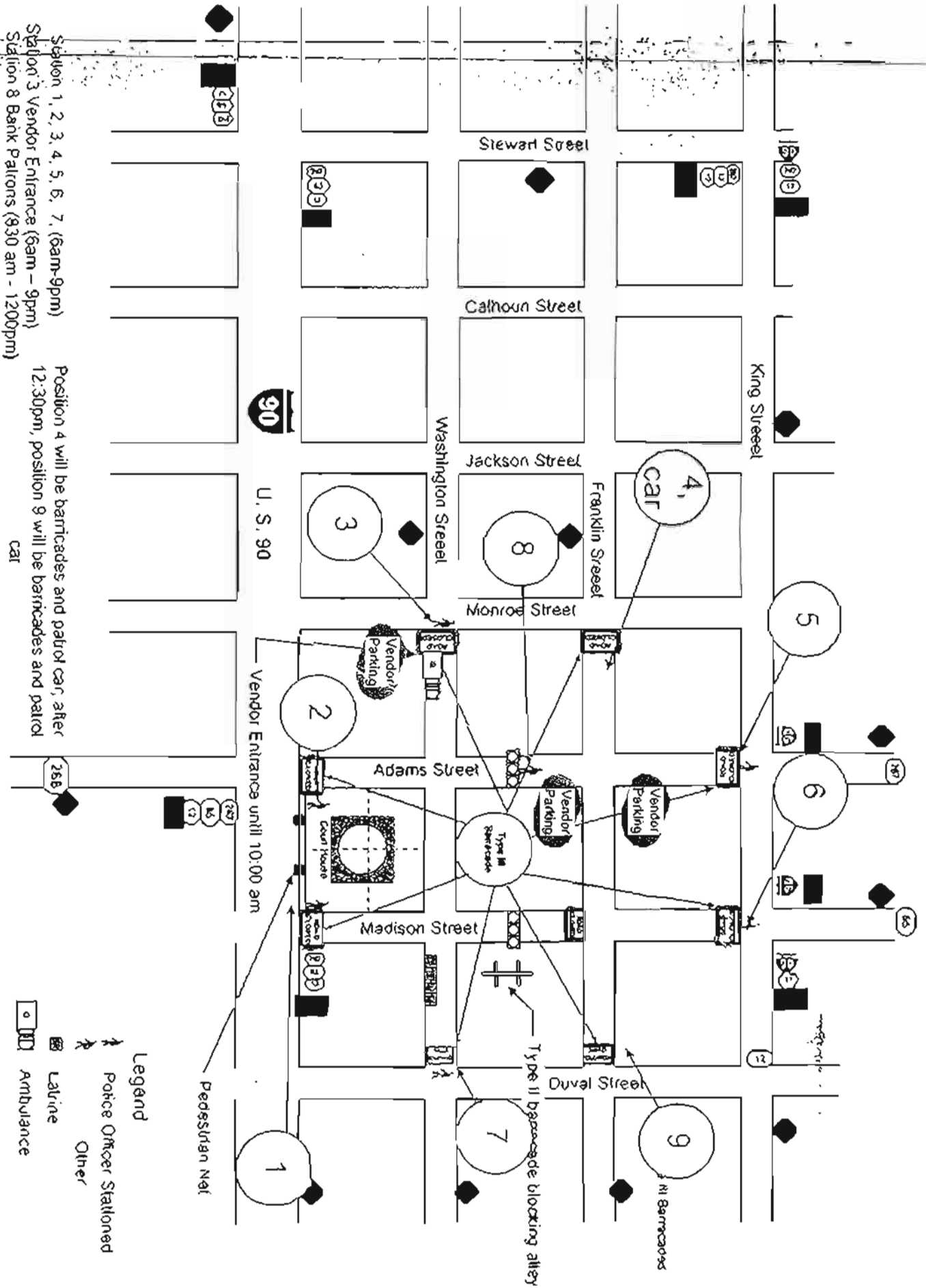
Department of Transportation Approval: This Request Is Hereby Approved

Recommended for approval _____ Title _____ Date _____

Approved by: _____ Date _____
District Secretary or Designee

DISTRIBUTION: Original - Permittee
1st copy - District Maintenance Office
2nd copy - Local Maintenance Engineer

QuincyFest 2014



Legend

- Police Officer Stationed
- Latrine
- Other
- Ambulance
- Pedestrian Nat

Station 1, 2, 3, 4, 5, 6, 7, (6am-9pm)
 Station 3 Vendor Entrance (6am - 9pm)
 Station 8 Bank Patrons (930 am - 1200pm)

Position 4 will be barricades and patrol car, after
 12:30pm, position 9 will be barricades and patrol
 car

RESOLUTION No. 1314-2014

A RESOLUTION GRANTING THE REQUEST OF THE CITY OF QUINCY FOR THE TEMPORARY ROAD CLOSING FOR THE 2014 QUINCYFEST EVENT

WHEREAS, The City of Quincy has requested the closing of certain roads for its 2014 QuincyFest Celebration to be held Saturday, May 3rd, 2014.

WHEREAS, The City of Quincy has determined that said road closings are necessary in order for the Quincy Fest event to take place as planned and that such use will not interfere with the safe and efficient movement of traffic or cause danger to the public.

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Quincy, Florida, in lawful session assembled, that the city of Quincy does hereby authorize and permit the temporary closing of the following State/County and City Road;

And on Saturday, May 3rd, 2014 beginning at 6:00am,

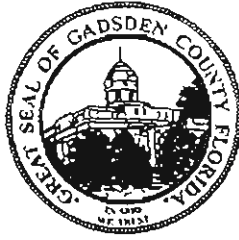
- North Adams Street between the intersections of US Highway 90 and King Street,
- North Madison Street between the intersections of US Highway 90 and King Street,
- Franklin Street between the intersections of Monroe Street and Duval Street, and
- Washington Street between the intersections of Monroe Street and Duval Street will be closed until 8:00pm.

PASSED in open session of the City Commission of the City of Quincy, Florida
on the ____ day of _____, A.D., 2014

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

ATTEST:

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



GADSDEN COUNTY PERMIT APPLICATION FOR COURTHOUSE GROUNDS USE

DATE: May 3, 2014

1. Non-Profit or Government Agency:
Name: City of Quincy
Address: 404 West Jefferson Street
City/Zip: Quincy, Florida 32351
2. Proof of Non-Profit or Government Agency:
Tax Exemption Number: 59-6000-416
3. Type of Activity: Quincyfest
4. Proof of Insurance: One million dollars public liability insurance.
Name in which the policy is issued:
Insurer:
5. Person to contact regarding this activity:
Name: Bernard Piawah, Building and Planning Director, 618-0030-6677

I, B. Piawah HAVE READ THE ATTACHED
GUIDELINES FOR USE OF THE COURTHOUSE GROUNDS AND
UNDERSTAND ALL THE RULES AND REGULATIONS.

DATE OF ACTIVITY: May 3, 2014 TIME:

AREA OF GROUNDS REQUESTED: All grounds

PLEASE RETURN COMPLETED APPLICATION TO THE DIVISION OF FACILITIES
MANAGEMENT. PH: (850) 627-5340 OR FAX: (850) 627-5472

FACILITIES OFFICIAL

(APPROVED)



DIVISION OF FACILITIES MANAGEMENT GUIDELINES FOR THE UTILIZATION OF GADSDEN COUNTY COURTHOUSE GROUNDS

The following guidelines shall be adhered to by all bonafide and interested groups or individuals desirous of utilizing the grounds of the Courthouse Square for any activity:

1. Proof must be presented that the purpose of such activity is for non-profit or for a government agency.
2. A written permit shall be obtained from the Facilities Management Division for specific activity desired.
3. Requesting entity or individual shall be responsible for maintaining the grounds and insuring that they are kept litter free.
4. **ABSOLUTLEY NO VEHICLES ARE ALLOWED ON THE COURTHOUSE LAWN. Requesting entity is required to inform all vendors of the same.**
5. When tents are being used, **tents must be anchored using sand bags.** No stakes should be driven into the lawn.
6. Requesting entity or individual shall make their own arrangements for restroom facilities and security and provide proof of such.
7. Garage, rummage, or flea market type sales are not allowed on the grounds of the Courthouse at any time.
8. Users of the grounds will not be allowed to string items on or between the trees and shrubbery. The exception for this item will be only for municipal lighting during the holiday seasons. Banners or signs cannot be attached to the Courthouse.
9. Organizations or individuals utilizing the grounds will be required to show proof of the liability insurance that holds the County harmless. One million dollars (\$1,000,000.00) of public liability insurance is required.

Should any questions arise concerning these guidelines as established, please consult the Facilities Management Office at 341 East Jefferson Street (W.A. Woodham Justice Center – lower level), Quincy, Florida, Telephone (850) 627-5340.

Return permit application to: Gadsden County Facilities Management Division,
341 East Jefferson Street, P.O. Box 1799, Quincy, Florida 32353.
Ph: (850) 627-5340 Fax: (850) 627-5472

CERTIFICATE OF COVERAGE

Ex-Officio Holder:

City of Quincy
404 West Jefferson Street
Quincy, FL 32351-2328

Administrator:

Issue Date: 1/1/24

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

DISCLAIMER

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE POLICYPAYEE HEREIN FOR THE STIPULATED PERIOD INDICATED. ANY OTHER AGREEMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE PROVIDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0563

COVERAGE PERIOD: FROM 10/1/23

COVERAGE PERIOD: TO 10/1/24 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, bodily injury, property damage, personal injury and advertising injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Indemnified, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit
Deductible Stocked \$10,000

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
- Personal Property
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible N/A
- Coinsurance N/A
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employer Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
- SO: Deductible N/A

Automobile/Equipment - Deductible

- Physical Damage
 - N/A - Comprehensive - Auto
 - N/A - Collision - Auto
 - N/A - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 bodily injury and/or property damage per person or \$300,000 bodily injury and/or property damage per occurrence. These specific limits of liability are increased to \$1,000,000 for General Liability and \$300,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from injury of a claimant pursuant to Section 766.28 (5) Florida Statutes or liability/settlement for which no claimant has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Valuable/Special Items

RE Coverage Verification for Quincy on May 3rd 2024

THIS CERTIFICATE IS VALID ONLY FOR THE OPERATION ONLY AND COVERAGE HEREIN UNDER THE CONDITIONS HEREON. THIS UNDERWRITER'S SIGNATURE IS VALID ONLY IF ALL THE COVERAGE IS PROVIDED BY THE AGREEMENT ABOVE.

Designated Member:

City of Quincy
404 West Jefferson Street
Quincy FL 32351-2328

Designations:

IF ANY PART OF THE ABOVE DESCRIBED AGREEMENT IS CHANGED BEFORE THE CONTRACT DATE THEREON, THE ISSUING COMPANY WILL endeavor to mail all policyholders notice of the corresponding change immediately, BUT NOTICE IS MADE, SUCH NOTICE SHALL IMPROVE NO DECLINATION OF LIABILITY OF ANY KIND UNDER THE POLICY, ITS COVERAGE OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: April 8, 2014

Date Submitted: April 1, 2014

To: Honorable Mayor and Members of the City Commission

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

Subject: Bus Shuttle Contract: 2014 to 2015

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 Cities 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 projected; 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

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

THIS CONTRACTOR AGREEMENT, made this 1 day of May in the year 2013, 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.

- 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. 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 ^{May} ~~April~~ 1, 2013 to ~~March 31~~ ^{April 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 HERETO SET THEIR HANDS
on the date first written above



Attest.

Marcella Blocker, Deputy
Nicholas Thomas, Clerk

BIG BEND TRANSIT, INC.

Dino J. Kaklamanos
Dino J. Kaklamanos, General Manager

GADSDEN COUNTY BOARD OF
COUNTY COMMISSIONERS

[Signature]

THE CITY OF QUINCY, a Florida
Municipal Corporation

Angela B. Sapp

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: April 8, 2014
Date Submitted: April 1, 2014
To: Honorable Mayor and Members of the Commission
From: Mike Wade, Interim City Manager
Subject: Former City Manager's Severance Package

Statement of Issue:

Staff is requesting approval to make severance payment to Jack L. McLean Jr. pursuant to the contract between Jack L. McLean Jr. and the City of Quincy dated October 7, 2008.

Background:

On March 25, 2014, the Commission by majority vote approved a motion to terminate the employment of Mr. McLean. Pursuant to the contract Mr. McLean is entitled to severance pay equivalent to 5 months' salary and all unused vacation and sick leave pay up to 1000 hours. Included in the five months' base salary is an 8% of base salary payment for deferred compensation and a 12 % of base salary payment for retirement. Contemporaneously with the delivery of the severance pay, Mr. Mclean is to execute and deliver a release, releasing the City from all claims he may have against the City regarding his termination.

Analysis:

Staff performed calculations to determine the amount of payment owed to Mr. McLean. The table attached with this item provides detail of the \$140,164.53 payout calculated as the total severance due. The total cost to the City is \$147,063.08 once the City's share of FICA and Medicare is included.

Options:

I move the City Commission approve payment of severance package pursuant to the attached staffing report and upon delivery by Jack L. McLean Jr. of the General Release and Waiver and said release becoming effective as prepared by the City's counsel, Pleat, Perry & Ritchie, P.A.

Option 1: Approve

Option 2: Do not approve

Staff's Recommendation:

Option 1

Attachments:

Severance Calculation
General Release
Contract

CITY OF QUINCY - CITY MANAGER
Jack McLean

(SECTION 8 J) OF CITY MANAGERS CONTRACT - EMPLOYEE WAS 100% VESTED AFTER THREE YEARS

Accrued Time Hrs.	Vacation	517	<i>Note: As stated in contract, employees shall receive fifteen (15) days of vacation and sick leave not to exceed 1,000 hours combined.</i>
	Sick	523.81	
		<u>1040.81</u>	
Calculated time (Section 9)	Hours	1,000	Allowable Sick and Vacation time
	Current rate of Pay	\$ 68,708.10	
	Total payout for unused time	\$ 68,708.10	
Lump sum payout (Section 3 A.)	Current Annual Salary	\$ 142,912.85	<i>Note: Employee should receive 6 months of his salary and retirement</i>
	5 months = 41.67% * 2080 (512 = 41.57%)	\$ 41,657%	
		\$ 59,547.02	6 Month Salary
	Salary for 6 months	\$ 59,547.02	
	8% Deferred Compensation	8%	
	8% payout for ICMA	\$ 4,763.96	ICMA
	Salary for 6 months	\$ 59,547.02	
	12% Retirement	12%	
	12% payout for American Funds	\$ 7,145.64	American Funds
	Total severance payout	\$ 140,164.53	<i>Note: If employee receives lump sum payment, employee shall agree to release all claims against city.</i>
	Severance per Contract	\$ 140,164.53	
Payout Total		\$ 140,164.53	
City Share Fica & Medicare		\$ 6,898.55	
Total Cost to City		\$ 147,063.08	

Payout Total
City Share Fica & Medicare
Total Cost to City

GENERAL RELEASE AND WAIVER OF RIGHTS

This Agreement is made by and between the CITY OF QUINCY (the "City") and JACK L. MCLEAN, JR. for himself, his heirs, executors, administrators, assigns, representatives, and agents (hereinafter "Employee").

For reasons separately discussed between the City and Employee, Employee's employment with the City ended on March 25, 2014. Employee will be paid at his normal rate (less applicable withholdings and deductions) through March 25, 2014. As a separated employee of the City, Employee has the right to elect certain insurance continuation benefits in accordance with COBRA.

In addition to the compensation and benefits described above, and only in exchange for and subject to the provisions below, the City will: (a) pay Employee five months of severance pay at the rate of _____ per month, less applicable state and federal withholdings ("Severance Pay"); (b) pay Employee for 1,000 hours of his accrued but unused paid time off in the amount of _____, less applicable state and federal withholdings ("Paid Time Off"); (c) pay for Employee's benefit 12% of the Severance Pay amount (_____) to American Funds as retirement; and (d) pay Employee 8% of the Severance Pay amount (_____) to ICMA as deferred compensation (collectively, the "Severance Benefit"). The Severance Benefit will be paid upon Employee's return of an executed copy of this Agreement to Mike Wade, Interim City Manager of the City.

1. Employee releases the City, its commissioners, agents, representatives, attorneys, retirement and benefit plans, and present and former employees (collectively and individually, in their official capacities with the City and in their individual capacities) (the "Released Parties") from any and all claims, demands, and causes of action of any nature whatsoever, whether contractual, constitutional, common law, or statutory, including, but not limited to, any claim under state or federal employment discrimination statutes relating to race, color, religion, sex, age, disability, national origin, or whistleblower status, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-2000e-17, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634 the Florida Civil Rights Act, Fla. Stat. §§ 760.01-760.11, and the Florida Whistleblower's Act, Fla. Stat. §§ 448.101-448.105, and any claims pursuant to 42 U.S.C. Section 1983, whether or not such claims are asserted or unasserted prior to the effective date of this Agreement. Employee understands that this Agreement is a general, unconditional release with respect to all possible claims.

2. Employee waives his right to seek or recover any monetary, equitable, or other relief from the Released Parties, on account of any claims, damages, expenses and/or injury Employee might have, whether or not such are known prior to the effective date of this Agreement. Employee understands that this Agreement is a general, unconditional waiver with respect to all possible relief Employee might seek.

3. It is understood and agreed that income and employment taxes will be withheld from the Severance Pay and the Paid Time Off. Employee further acknowledges that neither the City nor any representatives of the City have made any promise, representation, or warranty, express or implied, regarding the tax consequences of the Severance Benefit or other consideration rendered pursuant to this Agreement.

4. It is expressly understood and acknowledged by Employee that the Released Parties do not acknowledge that Employee has any valid claims, and that neither this Agreement nor the payment made pursuant hereto is to be construed as an admission of liability on the part of the Released Parties, by whom liability is expressly denied.

5. Nothing in this Agreement is intended to nor shall be construed to waive the City's rights and immunities under the Florida Constitution, common law, or Florida Statute Section 768.28, as amended from time to time.

6. Employee agrees that the Severance Benefit is good, valuable, and sufficient consideration for this Agreement. Employee further acknowledges that the Severance Benefit exceeds that to which he would be entitled under the City's standard policies, procedures, and practices.

7. Employee acknowledges that, in executing this Agreement, he has not relied upon any representation, statement, or promise made by the City or its agents or representatives with respect to the subject matter, basis, or effect of this Agreement. Employee further acknowledges that no promise, inducement, or agreement not expressed herein was made to him by the City, or its agents or representatives.

8. Employee acknowledges that he has been hereby advised in writing and encouraged to consult an attorney concerning this Agreement and the meaning and consequences of his signing it. Employee acknowledges that he has been hereby advised that he has a period of twenty-one (21) days within which to consider this Agreement and that, by executing this Agreement, he enters into this Agreement freely, voluntarily, and after having been afforded the opportunity to consult with counsel.

9. Employee further acknowledges that he has been hereby advised that he has seven (7) days following his execution of this Agreement within which he may revoke this Agreement. To revoke his acceptance, Employee must provide written notice of such revocation so that it is received by Mike Wade, Interim City Manager, 404 W. Jefferson Street, Quincy, FL 32351, within seven (7) days following his execution of this Agreement. If Employee revokes this Agreement under this provision, Employee agrees to return all portions of the Severance Benefit to City immediately.

10. Employee agrees not to seek employment with the City in the future and releases any and all rights he may have to re-employment or consideration for employment with the City.

11. Employee covenants that he will not in the future file, and that there are no pending (a) administrative charges against the City with any local, state, or federal agency, or

(b) civil actions relating to or based upon events which have occurred prior to the effective date of this Agreement.

12. Employee acknowledges that he has entered into this Agreement freely and voluntarily.

13. Should any provision of this Agreement be determined to be invalid by a court of competent jurisdiction, such determination of invalidity shall not affect the validity or enforceability of any other provision herein, except that, at the sole option of City, City may invalidate this entire Agreement as a result of the invalidation of any material provision hereof by a court of competent jurisdiction.

14. The parties, by executing this Agreement, acknowledge that this Agreement constitutes the entire Agreement between the parties on the subject matter hereof, and it is expressly understood that no amendment, deletion, addition, modification, or waiver of any provision of this Agreement shall be binding or enforceable unless in writing and signed by all parties. This Agreement shall be governed by the laws of the State of Florida without regard to the conflicts of law principles thereof.

ACKNOWLEDGEMENT OF OFFER ONLY

The City acknowledges that on this ____ day of April, 2014, it has offered Employee this Agreement. Such offer will remain open for at least twenty-one (21) days from this date or until it is accepted by the Employee, whichever is earlier. If Employee has not accepted this Agreement within twenty-one (21) days, the City may revoke its offer of this Agreement to Employee without further action.

This the ____ day of April, 2014.

CITY OF QUINCY

By: _____

ACKNOWLEDGEMENT OF RECEIPT ONLY

Employee acknowledges that this Agreement was offered to him for his consideration on the ____ day of April, 2014, and that he has twenty-one (21) days from such date in which to consult with counsel and consider this Agreement.

This the ____ day of April, 2014.

JACK L. McLEAN, III.

EMPLOYEE ACCEPTANCE OF THIS AGREEMENT

Employee acknowledges that he has been afforded the opportunity to consult with an attorney, and has had twenty-one (21) days to consider this Agreement. Employee acknowledges that he has chosen to voluntarily enter into this Agreement for the purposes and consideration and on the terms stated therein, and hereby accepts this Agreement. He understands that he has a seven (7) day period in which he may revoke his acceptance of this Agreement. If Employee revokes this Agreement, Employee agrees to return all portions of the Severance Benefit to City immediately.

This the ____ day of _____, 2014.

JACK L. MCLEAN, JR.

CITY ACCEPTANCE OF THIS AGREEMENT

The City of Quincy hereby accepts this Agreement.

This the ____ day of _____, 2014.

CITY OF QUINCY

By: _____

EMPLOYMENT AGREEMENT

STATE OF FLORIDA

COUNTY OF GADSDEN

THIS AGREEMENT, made and entered into this 7th day of October A.D. 2008, between the CITY OF QUINCY, FLORIDA, a municipal corporation, hereinafter called "Employer," and JACK L. MCLEAN, JR., hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee as the City Manager of the City of Quincy, Florida, as provided by the City of Quincy's City Charter Article III, Section 3.01; and

WHEREAS, it is the desire of the City Commission to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Commission (1) to provide inducement for Employee to remain in such employment, (2) to act as a deterrent against malfeasance, misfeasance, and nonfeasance on the part of Employee, (3) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and (4) to provide a just means for terminating Employee's services at such time as he may be unable to discharge his duties or when the City Commission may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as the City Manager of the City of Quincy;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. DUTIES:

Employer agrees to employ JACK L. MCLEAN, JR., as the City Manager of the City of Quincy, Florida, to perform the functions and duties described in the City Charter and Code of Ordinances of the City of Quincy, Florida, and to perform other legally permissible and proper functions and duties as shall be required by the City Commission. Neither the City Commission, nor any of its members shall direct or request the appointment of any person to, or removal from, office by the City Manager or any of his subordinates, or in any manner take part in the appointment or removal, of officers and employees in the service of Employer, except where expressly provided for by the City Charter, state law, or through an appeal and grievance process as provided by law or local rules. The City Commission and its members shall deal with employees of the City solely through the City Manager and neither the City Commission nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately.

Section 2. TERMS:

A. This Agreement shall commence on November 1, 2008, and shall terminate on October 31, 2011. As with other employees in the City, Employee will not accept or engage in any employment that affects, interferes or conflicts with his employment or the performance of his duties. If Employer determines that his outside employment affects, interferes or conflicts with Employee's employment or performance, Employee shall agree to cease such employment during his employment.

B. This Employment Agreement will be effective for a period of three (3) years, as set forth above. At least one hundred and eighty (180) days prior to the expiration of this agreement either party may notify the other of its intent not to extend the Agreement. The Employee and/or

the City Clerk shall notify the City Commission at a City Commission meeting at least two (2) meeting in advance of the approaching one hundred and eighty (180) day notification requirement. Employee serves at the pleasure of the City Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3. A, and Section 11, of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his position with Employer. If Employee resigns voluntarily, severance payments will not be provided. The Employee shall provide the Employer thirty (30) days notification of a voluntary resignation.

Section 3. TERMINATION AND SEVERANCE PAY:

A. In the event Employee is terminated or not reappointed by the City Commission, during such time that Employee has the capacity to perform his duties, Employer agrees to pay Employee a lump sum severance cash payment equivalent to five (5) months of aggregate salary, as adjusted from time to time, including retirement and deferred compensation for that period of time. In addition to the five (5) month severance cash payment, however, if Employee is terminated because of (1) conviction of an illegal act, such as a felony, any crime involving moral turpitude or domestic violence, or (2) malfeasance, misfeasance, or nonfeasance, then Employer shall have no obligation to pay the severance cash payment. Malfeasance shall be defined as an act contrary to law or an act in violation of the public trust. Misfeasance shall be defined as the wrongful and injurious exercise of lawful authority. Nonfeasance shall be defined as the omission of an act which should have been performed.

B. At any time during the term of this Agreement, Employer refuses, following written notice, to comply with any provision benefiting Employee as contained herein, or

Employee is not reappointed or Employee resigns following the request/suggestion of a majority of the City Commission, Employee may at his option, be deemed to be "terminated."

C. Upon Employee's execution of this Agreement, he waives any and all rights under Section 3.02 of the City Charter.

D. Contemporaneously with the delivery of the severance pay and any additional months of salary, employee agrees to execute and deliver to Employer a release, releasing Employer of any and all claims that Employee may have against Employer regarding Employee's termination.

Section 4. COMPENSATION:

Employer agrees to pay Employee for his services rendered pursuant hereto a salary of \$110,000.00 per year for his administrative and managerial duties and \$26,000.00 per year for his legal duties, as defined in "Attachment A", payable in equal bi-weekly installments, and payable at the same time as other employees of Employer are paid. Employee shall then receive any and all increases to this salary as is voted on from time to time by the Employer for all employees or as may be separately set by the Employer. In addition, effective each fiscal year, and each year thereafter, Employee shall be entitled to any Cost-of-Living Adjustment (COLA) when such adjustments are made by Employer.

Section 5. GAS ALLOWANCE:

Employee shall be provided a gas allowance of two (\$2,000.00) thousand dollars annually.

Section 6. TELEPHONE:

Employee shall be paid a telephone allowance of eighty-two (\$82.00) dollars monthly.

Section 7. DISABILITY, HEALTH AND LIFE INSURANCE:

A. Employer agrees to purchase and to pay the required premiums on term life insurance policy(ies), or an amount toward the required premiums for term and/or whole life

insurance not to exceed that which would be paid for term life policies, in the amount of five times the annual gross salary of Employee, convertible to whole or in part to whole life insurance, with the beneficiary named by Employee to receive all benefits paid.

B. Employer agrees to provide family hospitalization, dental, cancer supplement, surgical and comprehensive medical insurance for Employee and his dependents and to pay the total premiums thereof.

C. Employer shall provide Employee with public officials' liability as provided in the ICMA public liability insurance policy or an equivalent policy from a duly licensed insurance company. The coverage limits shall be in an amount of not less than \$300,000.00.

D. Employer agrees to purchase a disability insurance policy for Employee, and make one-half (1/2) of the required premium payments thereon, providing 75% income replacement (excluding retirement and deferred compensation). Employee will pay the remaining one-half (1/2).

Section 8. RETIREMENT/DEFERRED COMPENSATION:

Employer agrees to set aside an amount equal to twelve percent (12%) of Employee's annual base salary for Employee's retirement and eight per cent (8%) for deferred compensation benefits. These retirement and deferred compensation benefits will be paid at each pay period, in the portion applicable to that pay period. It is expressly agreed between and understood by all parties, however, that this provision shall be construed to mean Employee shall be vested thirty three and one-third per cent (33 1/3%) in Employer's retirement/deferred compensation plan in the first year, sixty-six two-third per cent (66 2/3) in the second year, and one hundred per cent (100%) in the third year.

Section 9. VACATION AND SICK LEAVE:

Upon employment the Employee shall be credited with Twenty-one (21) days (168 hours)

Annual leave and Twenty (20) days Sick Leave (160 hours). Employee shall accrue and have attributed to his sick leave at the rate as if in the tenth (10th) year, and as the same may increase on an annual basis as determined by Employer's policies and Employee's length of service, or by action of the City Commission. Employee may accumulate, accrue, and carry forward from year to year all unused vacation and sick leave days until the termination date of this Agreement, or Employee's resignation or termination from employment pursuant to this Agreement, which ever occurs first. Employee shall be paid for all unused vacation and sick leave days accumulated when he leaves the employ of Employer. However, in no event shall Employee be compensated for more than 1,000 hours of unused vacation and sick leave combined.

Section 10. BONDING:

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. Employer agrees to pay the cost of Employee's subscriptions to managerial and financial professional publications, professional association dues and fees, as well as professional development courses, meetings, and seminars, including attendance costs and out-of-pocket expenses incurred during Employee's period of employment and any renewals or extensions thereof.

B. Employer in consultation with Employee shall fix any other terms and conditions of employment, as may be determined necessary from time to time, relating to the duties and performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

C. Except as otherwise provided in this Agreement, all provisions of the City Code of Ordinances and policies and rules of Employer relating to vacation and sick leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended,

also shall apply to Employee as they would to regular employees of Employer.

D. The Employee shall establish residence in Gadsden County, Florida within one (1) year of employment with Employer.

Section 12. INDEMNIFICATION.

City or its designee shall defend, save harmless and indemnify Employee against any tort, professional or malpractice liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission committed by Employee within the scope of his duties as City Manager and/or any legal duties. In its sole discretion, City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 13. NOTICES:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) **IF TO EMPLOYER:**
Mayor
City of Quincy
404 W. Jefferson Street
Quincy, Florida 32351
- (2) **IF TO EMPLOYEE:**
Jack L. McLean, Jr.
404 W. Jefferson Street
Quincy, Florida 32351

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice the course of Transmission in the United States Postal Service.

Section 14. GENERAL PROVISIONS:

A. The text herein shall constitute the entire Agreement between the parties.

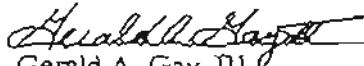
B. This Agreement shall be binding upon all parties and inures to the benefits of the heirs at law and executors of Employee.

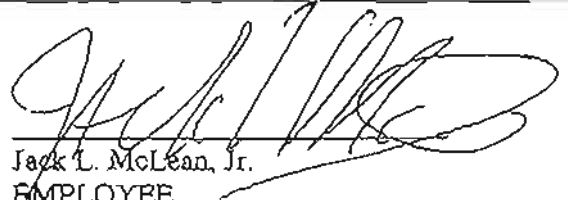
C. This Agreement shall become effective commencing on the 1st day of November A.D. 2008.

D. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and remain in full force and effect.

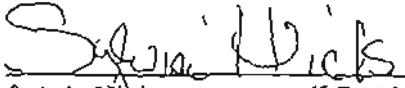
IN WITNESS WHEREFORE, the City Commission of the City of Quincy, Florida, has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

[Signatures on Next Page]

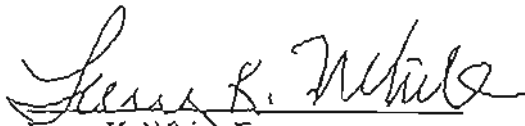

Gerald A. Gay, III
Mayor
CITY OF QUINCY, FLORIDA


Jack L. McLean, Jr.
EMPLOYEE

ATTEST:


Sylvia Hicks (SEAL)
City Clerk

APPROVED AS TO FORM:


Larry K. White, Esq.
Interim City Attorney