

City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



Meeting Agenda

Tuesday, August 26, 2014

6:00 PM

City Hall Commission Chambers

City Commission

Derrick Elias, Mayor (Commissioner District Three)

Micah Brown, Mayor Pro-Tem (Commissioner District Two)

Keith Dowdell (Commissioner District One)

Andy Gay (Commissioner District Four)

Daniel McMillan (Commissioner District Five)

**AGENDA FOR THE REGULAR MEETING OF
THE CITY COMMISSION OF
QUINCY, FLORIDA
Tuesday
August 26, 2014
6:00 PM
CITY HALL CHAMBERS**

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Special Presentations by Mayor or Commission

Approval of the Minutes of the previous meetings

1. Approval of Minutes of the 8/12/2014 Regular Meeting
(Sylvia Hicks, City Clerk)

Public Hearings as scheduled or agended

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

Resolutions

2. Resolution No. 1316-2014

Reports by Boards and Committees

Reports, requests and communications by the City Manager

3. Quincy Bus Shuttle Service Contract 2014-2015
(Mike Wade, Interim City Manager; Bernard Piawah, Building and Planning Director)
4. Interlocal Fire and Rescue Service Agreement
(Mike Wade, Interim City Manager; Scott Haire, Fire Chief)
5. Retirement Health Benefits Policy Normal Retirement and Guidelines for Permanent Disability Retirement.
(Mike Wade, Interim City Manager, Bessie Evans, Human Resource Director)

6. Internet / Phone Services Proposal
(Mike Wade, Interim City Manager)
7. QFD Monthly Report
(Mike Wade, Interim City Manager; Scott Haire, Fire Chief)
8. Financials/P-Card Statement
(Mike Wade, Interim City Manager; Joe Weil, Accountant III)

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

Comments

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

Comments from the audience

Adjournment

*Item(s) Not in Agenda Packet

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
AUGUST 12, 2014
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, August 12, 2014, with Mayor Commissioner Elias presiding and the following present:

Commissioner Micah Brown
Commissioner Daniel McMillan
Commissioner Gerald A. Gay, III
Commissioner Keith A. Dowdell

Also Present:

Interim City Manager Mike Wade
Interim City Attorney John A. Grant
City Clerk Sylvia Hicks
Police Chief Walt McNeil
Customer Service Director Ann Sherman,
Parks and Recreation Director Gregory Taylor
Planning Director Bernard Piawah
Interim Public Works Director Reginald Bell
Account Control Specialist Catherine Robinson
Fire Chief Scott Haire
Account Control Analyst Catherine Robins
Human Resources Director Bessie Evans
Accountant III Joe Weil
CRA Manager Regina Davis
CRA Attorney Hubert Brown
OMI Representative Terry Presnal
Sergeant At Arms Assistant Chief Glen Sapp

Also Present:

Former Mayor Commissioner Angela Sapp

Call to Order:

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

Approval of the Agenda

Mayor Elias asked for approval of the agenda as well as the consent agenda.

Commissioner Brown made a motion to approve the agenda as requested. Commissioner McMillan seconded the motion. Mayor Elias announced that the Shelfer Street Ditch was withdrawn from the agenda. The ayes were unanimous.

Special Presentation by Mayor or Commission

Shelfer Street Ditch – Withdrawn

Approval of the Minutes of the previous meeting

Approval of the Minutes of the July 22, 2014 Regular Meeting

Commissioner Brown made a motion to approve the minutes of the July 22, 2014 regular meeting. Commissioner McMillan seconded the motion. Mayor Elias had a correction, the word should have been mediation not mitigation. The ayes were unanimous.

Public Hearings a scheduled or agended

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

Johnny Blue Craig of 7026 Duck Cove Road Tallahassee, Florida came before the Commission with a proposal relating to the sale of the property located at 409 West Jefferson Street.

Gene Allen of 41 North Virginia Street came before the Commission to discuss the fuel adjustment and Rate Stabilization

Mr. Allen stated that he tried several times to speak with Mr. McLean prior to his leaving the City and they did communicate via email but he did not get any answers.

Mr. Allen stated that since increases in fuel costs, during the present contract period for electricity, is not the reason for the charges referred to as Fuel Adjustment, on customers utility bills, what other charges are placed under this heading that are related to fuel costs.

Mr. Allen wanted to know how much money has been collected in the rate stabilization account. How much money is presently in the fund? Why are over 120 customer of the electric department allowed to continue to receive service even though they are 60 to 90 day late on their payment.

Resolutions:

Reports by Board and Committees

Consent Agenda

Eaton Settlement Agreement approved

Reports, requests and communication by the City Manager

Permanent Disability Retirement –

Bessie Evans Human Resources Director came before the Commission requesting full retirement with health benefit for an employee who retires because of permanent disability. Commissioners Dowdell and Gay both agreed that we shouldn't personalize the request and they should be done on a case by case basis. Commissioner Dowdell made a motion take no action and advised staff to bring the item back in the form of a policy. Commissioner Gay seconded the motion. Mayor Elias stated once the policy is approved by the Commission the Manager would enforce the policy. The ayes were unanimous.

Johnny Blue Craig Realty, Proposal Purchase Property

Chief McNeil came before the Commission to discuss a proposal from Mr. Johnny Blue Craig relating to the sale of the property located at 409 West Jefferson Street. He stated that Mr. Craig is offering to sale, build, or lease the land located at 409 West Jefferson Street to be us as a Police Headquarters Building. Chief McNeil stated that the purchase price is \$275,000 with owner financing available. The terms would be no cash down – 100% financing. The mortgage amount is \$275,000 at fixed interest rate of 5% amortized over 20 years. The monthly payment would be \$1,803 per month. He stated that that property directly behind Mr. Craig's property the owner is willing to sale the proper under the same terms and conditions as set forth in Mr. Craig's proposal. Mortgage \$125,000 with monthly payments of \$822 per month. Commissioner McMillan stated that this is a very good offer but we can't afford it. Commissioner Gay stated he would like to see staff enter into some type of negotiations with Mr. Craig. He also stated that he would like an appraisal and certificate from Department of Environmental Protection from where the tanks were removed. Commissioner Gay made a motion to approve option 1: Authorize the Manager and staff to meet with Mr. Craig to negotiate other options to bring back to the Commission for consideration. Commissioner Dowdell seconded the motion. Mayor Elias stated that we also need a plan B and the cost of a new building. Commissioner Dowdell asked if the CRA Manager, Ms. Davis could sit in on the negotiations. The ayes were unanimous.

Quincy Bus Shuttle Update

Bernard Piawah Director of Building and Planning came before the Commission and reported that no other candidate to consider except Big Bend, Inc. with whom the City currently has a contract to provide the bus shuttle service along fixed route, with one stop in Havana and Gretna. He stated the contract expires on September 30, 2014 and the City is expected to notify Big Bend Inc, no later than August 31, 2014, if the contract will be renewed for another 12 months or be cancelled. He stated that staff is requesting to negotiate with Big Bend Inc., for a new one year contract. Commissioner McMillan made a motion to approve option 1: Vote to authorize the Manager to negotiate various levels of services with Big Bend Inc., for another one-year contract and bring the options back to the Commission for consideration. Commissioner Brown seconded the motion. The ayes were unanimous.

Youth Protection Ordinance Update – No Comments

Financials/P-Card Statement

Commissioner McMillan stated that our expenses are more than our revenues and this can't continue to over project our expenditures. The interim City Manager stated that the numbers were not properly entered into the budget there were numerous errors. Mayor Elias stated that the format of the financials seems to change. Interim City Manager Wade stated that this is a more detailed format but will bring back a similar format. Mayor Elias asked the Manager if we need to stop spending until the next fiscal year unless it is absolutely necessary for the City. Interim City Manager Wade stated that he has instructed his staff to spend only for necessary items. Mr. Wade stated that he is trying to attack our expenditures aggressively but we will not be completely caught up by the end of the fiscal year. Commissioner Dowdell asked when we would get budget. The Manager stated by August 28th. Commissioner Dowdell stated that the Charter stated the Commission should receive the budget by August 15th. The Manager stated that we are on the same schedule as last year.

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

Main Street

The Interim City Manager Mike Wade reported to the Commission that at the monthly CRA meeting some of the concerned citizens wanted to revitalize Main Street and they elected a Chairperson Mr. Joe Munroe. Mr. Piawah stated that the Main Street has operated under the auspices of the City since it lost its 501(c)3 status some years ago and has maintained the membership. Joseph Frank Munroe of 313 North Jackson Street stated he is an Interior Designer and that he would like to see Main Street take a new direction and function as an independent non-profit agency. Commissioner Gay congratulated Mr. Munroe and Ms. Davis for allowing the community stake holders to take on this activity it is his opinion that they can do a better job with Main Street. Commissioner Gay stated that he would like to see Main Street and CRA work hand in hand. Commissioner Dowdell asked if Main Street is active. City Manager stated that we currently hold a current membership. Mr. Piawah stated that our member is current until 2015. Commissioner Dowell asked what it would take to transfer the membership. Mr. Piawah they would have to file a 501(c)3 status. Commissioner McMillan stated that he supports the idea of Main Street a being its own entity. He stated that we are lucky to have Mr. Munroe. Commissioner Gay made a motion to begin the procedure to transfer the designation of Main Street to the community stake holders. Commissioner McMillan seconded the motion. The Mayor stated that he just don't want us to be premature in making a motion to began the procedure but he support the idea of them taking over Main Street. The ayes were unanimous.

Comments

City Manager

Interim City Manager Mike Wade announced that the Gadsden Arts Center will have an open reception August 22, 2014 from 6:00 p.m. until 9:00 p.m.

City Clerk

Sylvia Hicks, City Clerk announced that she had received a letter from the Ethic Commission regarding the 2013 Disclosure forms. She stated that the disclosure forms were due on July 1, 2014. Failure to file by September 2, 2014 will result in an automatic fine of \$25.00 per day for each day late.

City Attorney - None

City Commission

Commissioner Dowdell thanked Fire Chief Haire for the use of the fire truck at the book bag give away and also thanked Police Chie McNeil for closing the street for the event.

Commissioner Dowdell stated the documents that he requested and asked the Manager if he had received a copy of the documents that he requested. The Manager replied no sir I did not receive a copy but he took a quick review of them to make sure they were what you requested. Commissioner Dowdell stated that he hate to put it out there like this and made me pay for these documents if you would have given them to me as a Commissioner I would had sat down with you and discussed it I would have been bound by the oath I took but you treated me like a citizen. He asked do we have a policy of destruction of documents. Ms. Evans Human Resources Director stated that Chapter 19 is the policy for retention. Commissioner Dowdell stated destroying personnel documents is a felony. Ms. Evans stated that forms that are not acted upon are discarded. Commissioner Dowdell stated you don't destroy items in personnel files that is a crime. He stated that he has the policy from the City and the State. He stated that the form should have been in that person's personnel file and should not have been destroyed. Commissioner Dowdell stated that he told the Manager that the action that was taken was criminal. The Manager stated he would look into the matter.

Commissioner Dowdell stated that the information stated "the employee was never hired under the Smart-grid Fund. Commissioner Dowdell stated that was not true. He stated remember I told you the reason I requested documents is because what you told me verses what someone else told me did not match." The Manager stated you request documents out of personnel folders and you received them I don't know what you were given. Commissioner Dowdell asked if the Human Resources Director followed his direction to destroy the record. The Manager replied no he didn't. City Manager asked the Commissioner If the was day to day regarding personnel matters. Commissioner Dowdell stated this is about my records request that what is it that you are trying to hide. He stated that he don't think any Commissioner around this dieses has ever had to pay for any documents. The Manager stated that Commissioner Dowdell asked for the information as an individual and you took an oath how could you separate yourself from an individual status to a Commissioner status you are a Commissioner 24/7. Commissioner Dowdell asked why you treated me like an individual. Commissioner Dowdell asked the Manager if he thought he was going to let it go. Commissioner Dowdell stated that tell me one time that a Commissioner has ever had to pay for any documents, I can show you receipts. Commissioner Dowdell stated since you are not going to give me any answers I will have to

take this further. Commissioner Dowdell stated we can settle this tonight. Commissioner Dowdell state as your boss you won't answer my question was the document destroyed? The City Manager stated he don't know of any document that was destroyed.

Commissioner Dowdell asked the Manager if this was a contract between the City and an employee that was hired under the Smart-grid contract. The Manager stated this document was executed under the previous Manager and he would have to examine the document to see exactly what it is. Commissioner Dowdell stated the on the application the question asked why did you leave the employment of the city, the answer was retired. The City Manager stated that he didn't see the reason why he left the City. Commissioner Dowdell you didn't look at the application you just hired him because you knew him. The city Manager stated again Commissioner you are in day to day. Commissioner Dowdell stated in this open and public meeting I can ask you anything I am not telling you to do anything. Commissioner Dowdell stated that the personnel action form stated the employee resigned that is falsification. The form stated that the personnel action status change was from Scada engineering contractor to full time employee.

Commissioner Dowdell stated that drug testing is the last item to discuss and asked the Attorney to stop him if he was going too far. Commissioner Dowdell told the City Manager that he terminated an employee because he refused to take a drug test and his name was not on the list to be tested. The policy stated employees are to be tested random not contractor employees.

Commissioner Dowdell stated that he is not going to prolong the meeting and asked how we can do a 15-6 Investigation. The Attorney stated that the Commission has the right to an investigation serve subpoenas to employees. Commissioner Dowdell stated that he is obligated by the oath he took and is going to make a motion to initiate an investigation. Commissioner Dowdell made a motion to initiate a 15-6 investigation. Commissioner Gay seconded the motion.

Commissioner Gay stated that the Commissioner deserves an answer and this is the proper venue to get the item resolved. Commissioner McMillan asked how far back we are going on this investigation because Mr. Wade has only been here a few months. Mayor Elias asked if the investigation does not meet satisfaction. Commissioner Dowdell stated that he will not take any further action. Mayor Elias asked what specifically are we looking for because Commissioner Dowdell mentioned criminal acts and what would prevent him from taking any further action Commissioner Dowdell stated that he want to know if someone destroyed any document and requested illegal background checks. Mayor Elias asked how soon this investigation will occur. The Attorney stated that he would have to develop some framework for the investigation and get ground rules. The Attorney stated he would have to find out who can be subpoenaed. Commissioner Gay stated he wants to know what the law says. Commissioner Dowdell withdrew his motion and Commissioner Gay withdrew his second. Commissioner Dowdell made a motion to allow the Interim City Attorney to bring back the frame work of the 15-6 Investigation. Commissioner Gay seconded the motion. The ayes wore unanimous.

Commissioner Brown stated that at Key and Clark Streets there are some code enforcement issues.

Commissioner Brown stated that at Key and 3rd Street is a pot hole is the street.

Commissioner Brown stated that it is too much bickering among the Commissioners we need to work together for the betterment of the City.

Commissioner Gay stated that the flag at Sunnyvale Cemetery need replacing.

Commissioner Gay requested all existing contracts to be reviewed by the Commission prior to the budget.

Commissioner McMillan thanked Parks and Recreation for the wonderful work they did at Burmah Height Parks.

Commissioner McMillan stated that we need to treat our customers with respect customer service is a necessity.

Commissioner McMillan stated that a part-time NetQuincy employee paid too much and now that person has a credit this is not good accounting.

Commissioner McMillan asked for more updates from Code Enforcement.

Mayor Elias stated that at the conclusion of the investigation and we finding are not satisfactory what would prevent you from taking further action. The Attorney stated that the investigation is only administrative, a fact finding as to what is done about the results will have to be determined.

Mayor Elias stated that he understand the City has had a breech in security that is a major concern. He also stated that he was told that e-mails are being hijacked and rerouted.

Mayor Elias stated that the by-pass is nearly complete and the traffic is going to increase on Strong Road and asked that we monitor the increase in traffic and stay in contact with the County regarding the traffic.

Mayor Elias stated that on Circle Drive a right turn can be made on to US 90. The Interim City Manager stated that he had spoken with Florida Department of Transportation and the traffic pattern will return to its original design.

Mayor Elias asked Joe Weil if he has had prepared a city the budget. Mr. Weil stated no but he has prepared many budgets.

Mayor Elias stated the he want to see what projects were completed that was funded during this fiscal year prior to the upcoming budget.

Mayor Elias stated there needs to be a moratorium on spending and encourage staff to make purchases only if it is critical as well as hiring.

Mayor Elias told the Interim City Manager that he understand that he conducted interviews and nothing panned out and stated it is imperative that we get a Finance Director, we are still in transition the budget is due as well as the audit we have a lot going on.

Comments from the audience

Minister Alphonso Figgers of 215 North Chalk Street gave condolences to the City Clerk on the passing of her step father.

Minister Figgers stated that he would like for the City to continue with the Bus Shuttle and he did not see the RFP. Mayor Elias told Mr. Figgers that the Commission had directed staff to renegotiate with Big Bend.

Minister Figgers stated that the summer food program was a success and thanked Chief McNeil for their services.

Minister Figgers thanked Mr. Bell and Mr. Taylor for their services as well.

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

APPROVED:

Derrick D. Elias, Mayor and
Presiding Officer of the City Commission
City of Quincy, Florida

ATTEST:

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

RESOLUTION NO. 1316-2014

RESOLUTION OF THE CITY OF QUINCY, FLORIDA, ESTABLISHING PROCEDURES FOR CONDUCTING INVESTIGATIONS AUTHORIZED UNDER THE CHARTER OF THE CITY OF QUINCY, FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under Section 2.15 of the Charter of the City of Quincy, Florida, the City Commission “may make investigations into the affairs of the city and conduct of any city department, office or agency, and for this purpose may subpoena witnesses, administer oaths, take testimony and require the production of pertinent evidence of any kind;” and

WHEREAS, Section 2-27, Code of Ordinances, City of Quincy, Florida, provides that, “No person shall fail or refuse to obey a lawful order issued by the city commission in the exercise of its power to investigate the affairs of the city or the conduct of any city department, office or agency;” and

WHEREAS, it is appropriate to adopt procedures to provide a fair procedural framework for the conduct of the Commission’s investigations, and to help ensure that the Commission serves well the people of the City of Quincy.

NOW THEREFORE, BE IT adopted and resolved by the City Commission of the City of Quincy, Florida, as follows:

Procedures for Commission Investigation

1. At a regular meeting of the City Commission of the City of Quincy, Florida, the Commission may vote to make an investigation under Section 2.15 of the Charter of the City of Quincy, Florida. Such vote shall state with particularity the affairs and conduct to be investigated.

2. The investigation shall be conducted at a special meeting of the Commission pursuant to Section 2-48, Code of Ordinances, City of Quincy, Florida.

3. The Mayor shall serve as presiding officer at the special meeting.

4. The Commission by vote of members may require, by subpoena or otherwise, attendance and testimony of witnesses and production of documents as it deems necessary to conduct the investigation.

5. Witnesses shall be given reasonable notice before their appearance is required.

Witnesses who appear pursuant to subpoena shall be paid in accordance with Section 92.142, Florida Statutes.

6. Witnesses may be accompanied by their own counsel for the purpose of advising them concerning their constitutional rights.

7. Testimony of witnesses shall be given under oath or affirmation administered by the Mayor.

8. At the special meeting, the Mayor shall open the meeting, state the authority for the investigation, and state the purpose and scope of the investigation.

9. Questions of witnesses.

(a) Commission members may question any witness. The Mayor shall recognize Commission members who wish to question a witness for a series of questions. The Commission member may ask the witness all questions without interruption so long as permitted by the Mayor. Upon completion of a series of questions by a Commission member, the Mayor may recognize another Commission member for questions in the order recognized. After all Commission members desiring to ask questions have been given an opportunity to ask a series of questions, the Mayor may give members additional opportunities to ask a series of questions in the same order.

(b) A member of the Commission may object to any question before the question is

answered. All objections shall be directed to the Mayor. If an objection is raised, the Mayor shall determine whether the question is relevant and has probative value as to a substantive issue, and is not a waste of time or redundant, and whether the witness will be allowed to answer. The ruling of the Mayor, without objection from a member of the Commission, shall stand.

(c) The Mayor's ruling may be overruled by majority vote of the members of the Commission.

10. After all testimony and evidence have been received, each member of the Commission may make a statement.

11. The Commission may consider findings of fact and make such findings of fact by majority vote.

12. These procedures shall become effective upon adoption by the Commission.

PASSED AND ADOPTED by the City Commission of the City of Quincy, Florida, this ___ day of August, 2014.

Derrick D. Elias Mayor and
Presiding Officer of the City Commission
City of Quincy, Florida

ATTEST:

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

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: August 26, 2014

Date submitted: August 20, 2014

To: Honorable Mayor and Members of the City Commission

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

Subject: Quincy Bus Shuttle Service Contract: 2014 - 2015

Statement of Issue

On August 12, 2014, the City Commission voted to direct the City Manager and staff to enter into negotiations with Big Bend Transit, Inc. for a new one-year contract to provide bus shuttle service in the City of Quincy. The Manager and staff have met with representatives from Big Bend Transit, Inc. This agenda item is intended to inform the commission about the outcome of the negotiation and to ask for authorization to enter into a one-year contract with Big Bend Inc. to provide bus shuttle service in the City of Quincy. Please see attached the proposed contract.

Highlight of the Discussion with Big Bend:

Cost: Big Bend Transit Inc. has agreed to provide the bus shuttle service to the City and County for the 2014 - 2015 service period at a reduced cost from the amount under the previous contract; the new cost will be \$72,000.00 minus fare box instead of the \$82,000.00 under the previous contract. Contingent upon approval by the County the \$72,000.00 cost will be split between the City and County: \$36,000.00 will be borne by the City and \$36,000.00 will be borne by the County. However, the true cost to the City and County will be less than \$36,000, respectively, because the fare collected will be deducted each month before the City and County are invoiced each month. That is, the more money collected each month from the fare box the smaller the bill to the City and County each month.

Duration Each day: As before, the service will be for 7 hours a day (7:30 A.M. to 2:30 P.M) Monday through Friday with one stop at Havana and Gretna respectively. However, under this contract, it will be a split service with three days devoted to service in the city only and two days to service in the City that includes one stop at Havana and Gretna respectively. That is:

On Mondays, Wednesdays and Fridays, the service will be within the City of Quincy only which will increase the frequency of service and reduce wait time; and

On Tuesdays and Thursdays, the service will include one stop at Havana and Gretna respectively.

Fare: In order to increase ridership the fare will be reduced from \$1.75 to \$1.00. Furthermore, Big Bend Inc. has agreed to grant the City the right to sell the space on the exterior of the bus for commercial advertising which, we believe, will help raise some revenues that will reduce the overall cost to the City and County for providing the service.

Brief Overview of Big Bend Inc.: Big Bend Transit Inc. is a non-profit organization whose sole purpose is to provide public transportation in rural north Florida. The organization was founded in 1978, with the primary purpose to provide transportation services for the general public by way of a reservation system. In addition to providing service in the Leon County Area, Big Bend Transit Inc. is the Community Transportation Coordinator (CTC) for a four county region that includes Gadsden, Jefferson, Taylor and Madison Counties. The sole mission of Big Bend Transit Inc. is not to make profit but to provide a means for citizens of the Big Bend region to attend appointments and conduct other essential activities.

Options:

1. Vote to authorize the manager to enter into a shared contract between the City and the County with Big Bend Transit, Inc., for another one-year of service.
2. Do not authorize the manager to enter into contract with Big Bend Transit, Inc. for another one-year contract.

Recommendation:

Option 1

Attachments:

1. August 12, 2014 Agenda Item
2. Transportation Agreement

ATTACHMENT 1:

CITY OF QUINCY CITY COMMISSION AGENDA REQUEST

Date of Meeting: August 12, 2014

Date submitted: August 7, 2014

To: Honorable Mayor and Members of the City Commission

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

Subject: Quincy Bus Shuttle Service RFP Update

Statement of Issue

On July 8, 2014 the City's staff presented to the Commission a proposed request for proposal (RFP) that was about to be advertised for a firm that will provide bus shuttle service within the city of Quincy. The Commission voted to approve the RFP. This agenda item is intended to brief the Commission of the response to the RFP. See attached the Agenda item of July 8, 2014

The RFP was advertised on July 17, 2014 in the following newspapers: Gadsden County Times, Havana Herald, and Tallahassee Democrat. The deadline for the submittal of a proposal was August 1, 2014.

The City did not receive any response to the RFP.

As a result, the City has no other candidate to consider except Big Bend Inc., with whom the City currently has a contract to provide the bus shuttle service along a fixed route in the City of Quincy, with one stop in Havana and Gretna, respectively. That contract expires on September 30th and the City is expected to notify Big Bend Inc., no later than August 31, if the contract will be renewed for another 12 months or be cancelled. Giving the fact that no one responded to the RFP, the City's staff is asking if the Manager should negotiate with Big Bend Inc., for a new one year contract.

Options:

1. Vote to authorize the manager to negotiate with Big Bend Inc., for another one-year contract.
2. Do not negotiate with Big Bend Inc. for another contract.

Recommendation:

Option 1

ATTACMENT 2

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

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

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

1. BBT agrees to operate the Quincy/Gadsden County "In-Town" bus shuttle service five days per week Monday through Friday from 7:30 AM to 2:30 PM (seven hours) except on the following days: Thanksgiving, Christmas, New Years and Martin Luther King, Jr., for the purpose of providing a fixed-route mass transit service to the citizens of Quincy and the environs-Havana and Gretna- and the fixed route is described in Exhibit A. It shall be BBT's responsibility to maintain any bus used on the route in good, safe, working order, and in compliance with all laws and regulations applicable thereto. All bus drivers must be appropriately licensed, competent, responsible individuals and shall be employees of BBT and must not be considered for any purpose as employees of the Agency.
2. BBT agrees to provide one (1) bus at its expense to operate under the conditions set forth in section 1 of this agreement. BBT further agrees to maintain sufficient backup buses of the same capacity. These buses shall meet the requirements of all Federal, State, County and Municipal laws, statutes, ordinances, rules and regulations which are applicable to and enforceable in Gadsden County, Florida.
3. BBT agrees to furnish at its expense all labor, parts and other materials required for the operation of the buses, including drivers, maintenance, repairs, gasoline, oil and other motor fuel and lubricants.
 - 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 ~~\$72,000.00~~ \$82,000.00 per year. The Agency agrees to pay BBT \$72,000.00 less the fare box. The fare to be paid by riders is \$1.00 ~~\$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 grants the City permission to sell the space on the exterior wall of the bus for commercial advertising. The money raised from commercial advertising on

the bus shall stay with the City and be used to defray some of the cost on the City and County.

8. 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.
9. 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.
10. 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.

11. This agreement shall be for a term of one (1) year from October 1, 2014 to September 30, 2014. Either the Agency or BBT may terminate this agreement for any reason upon notice in writing to the other party at least thirty (30) calendar days prior to the end of its term.
12. 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.
13. 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.
14. 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.
15. 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.

16. This Agreement shall be binding upon the parties. In the event of such early termination, all contract fees and charges incurred through the effective date of the termination shall be payable in accordance with the terms of this Agreement. In the event of such termination, neither party shall be liable for any damages, penalties, contract termination expenses of any nature. In the event of a conflict between this clause and any other clause of this Agreement, this clause shall control.

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

BIG BEND TRANSIT, INC.

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

Shawn Mitchell, Interim General Manager

THE CITY OF QUINCY, a Florida Municipal Corporation

CITY OF QUINCY

CITY COMMISSION AGENDA REQUEST

MEETING DATE: August 26, 2014
DATE OF REQUEST: August 22, 2014
TO: Honorable Mayor and Members of the City Commission
FROM: Mike Wade, Interim City Manager
Scott Haire, Fire Chief
SUBJECT: Interlocal Fire and Rescue Service Agreement

Statement of Issue:

This is a request to accept the new proposal for the 2015 through 2018 Interlocal Fire and Rescue Agreement.

Background:

In January, 2014, Fire Chief Scott Haire met with Mr. Tommy Baker, Director of Gadsden EMS and Mr. Andre Walker, Gadsden County Fire Coordinator to discuss operational items in the Interlocal Agreement for Fire and Rescue Services.

All agreed to strike item #3 from the current contract moving forward into the 2015-2019 Interlocal Agreement. This item concerned the placing of a Quincy firefighter into the St. John fire station for 12 hours per day. Quincy will continue to respond as "automatic aid" to this area for fire calls and rescue.

Mr. Walker asked that when we respond to the County that our mobile radios are switched over to the County channel so that we can effectively communicate with County responders. Chief Haire told them we would implement a policy immediately to handle that request. Since that time QFD has been dispatched and remains on the County-wide fire channel. There have been no negative issues since switching to this channel.

Cost for the new Interlocal Agreement was discussed. Mr. Baker indicated that any increases be tied to the CPI index. After operational items were worked out by the three, a meeting was set up by the County and City manager to discuss the cost of the contract.

On July 9, 2014 a meeting was scheduled including Mr. Robert Presnell (County Manager), Mr. Mike Wade (City Manager) and Scott Haire (Fire Chief). At the meeting, discussion began with options for a 4-year Interlocal Agreement versus a 2-year interlocal agreement. Mr. Presnell wanted to see a 2-year agreement in place so that all fire departments county-wide would be on the same cycle for negotiations beginning fiscal year 2017. Mr. Wade indicated that the City of Quincy was more interested in longer terms and that a 4-year Agreement would put Quincy back on schedule with the other fire departments in 2018.

It was decided after much discussion that both parties would ask for a 4-year Interlocal Agreement beginning with the same contract price as the current contract (\$405,000 annually) and automatically adjusted at the beginning of each fiscal year of the contract by the annual average CPI.

The City Commission voted 5-0 to approve the language as it was agreed upon. After the Agreement was submitted to the County, the County Attorney made several significant changes to the wording and to the intent of some items of the Agreement. The City and County Attorney had conversation in depth about the proposed changes and came to the Agreement as it is now stated.

Attachments:

- A. Previously approved Interlocal before County Attorney changes
- B. Proposed agreement changes by County Attorney.
- C. Proposed agreement following meeting by City and County Attorney.
- D. New proposed agreement to be voted upon by City Commission.

Options:

1. Vote to approve the Interlocal Fire and Rescue Service Agreement as agreed upon by staff to commence on October 1, 2014 and continue through September 30, 2018.
2. Vote not to approve the Interlocal Fire and Rescue Service Agreement as agreed upon by staff and send the process back to staff to re-negotiate conditions of the Agreement.

Recommended Option

Option 1

Attachment A

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

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is made this first day of October, 2014 by and between the City of Quincy, Florida, hereinafter referred to as "the City of Quincy" and Gadsden County, hereinafter referred to as "County", as follows:

WITNESSETH

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

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

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

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

1. The City of Quincy Fire Department will provide automatic aid to the areas of Gretna, St. John/Robertsville, Wetumpka, Midway, and Interstate 10 from Mile Marker 173 (Greensboro Exit) to Mile Marker 193 (East County Line) for structure fires, accidents and other life-threatening situations.
2. The City of Quincy Fire Department will provide mutual aid fire and rescue service upon request to all other volunteer fire departments.
3. The City of Quincy shall provide a copy of the STATE OF FLORIDA fire incident report to the Fire Coordinator and the State Fire Marshal's Office with completed information within the time required by law following the report of a County fire incident.
4. The County shall insure against liability for Quincy's Fire Department while providing fire and rescue service outside the corporate boundaries of the City of Quincy. The City of Quincy shall maintain Worker's Compensation insurance in accordance with State law.
5. The County shall provide a serviceable vehicle/tanker owned and insured by the County during the term of this agreement to be used by the Quincy Fire Department to respond to all fire and rescue calls within the City and the service area as defined in Section 1, at no charge by the County to the City of Quincy. The City of Quincy shall be liable for routine maintenance and minor repairs, and all fuel, but all major repairs, which involve single-item costs exceeding \$1,000, shall be the responsibility of the County.

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

6. The City of Quincy agrees that funds received from the County under this Agreement shall be used only for costs associated with providing fire and rescue services. Because there is a mutual benefit derived from using all available City of Quincy and County equipment and resources on fires, equipment and resources shall not be restricted by geographic boundaries.
7. The City of Quincy shall maintain financial records of expenditures of the Quincy Fire Department within guidelines of the State of Florida Uniform Accounting System for Local Governments, shall no later than the 10th day after the end of each quarter provide the County copies of the list of all Quincy Fire Department expenditures for the quarter and quarterly reports of fire activity within the unincorporated limits of the County in a form that is uniform throughout the County.
8. The County shall pay the City of Quincy a total of \$405,000 in four equal quarterly payments, for the quarter of October through December, January through March, April through June and July through September, in the first year of the Agreement upon submission of a request for payment by the City. Each subsequent year, an automatic adjustment will be made to the Agreement beginning each October 1st, based upon the average consumer price index of the previous 12 months. Any and all payments made by the County and to the City of Quincy for the provision of fire and rescue services shall be used only for expenses of the Quincy Fire Department and an accurate accounting of all funds is required. Unexpected balances shall be deposited by the City of Quincy in a Fire Reserve Fund, and the City of Quincy will report the balance to the County.
9. Except for planned purchases from the fire reserve fund, any single item and /or piece of equipment used solely for fire and rescue service costing \$1,000 and above which are purchased with Gadsden funds shall be the property of Gadsden County. All such items and equipment shall be placed on County of Gadsden Inventory, as policy permits.
10. The parties agree that documents related to this Agreement are subject to inspection and copying pursuant to Section 119.07(1), Florida Statutes, and Section 24(a), Art. I, of the State Constitution.
11. This Agreement shall remain in force for a period of four year(s), from October 1, 2014 through September 30, 2018.
12. Either party may terminate this Agreement in total, with or without cause, by providing six month's written notice to the other party of its intent to terminate and if the six month's termination is not provided during the fourth year, the Agreement will continue from year to year if written notice of termination is not given.

DONE this _____ day of _____, 2014.

Approved as to Form

Approved as to Form

City Attorney

County Attorney

CITY OF QUINCY, FLORIDA

GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

Mayor, City of Quincy

Chairmen, Gadsden County of Board of County Commissioners

ATTEST:

ATTEST:

City Clerk

Clerk of Circuit Court

Attachment B

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

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is ~~effective~~^{made} ~~the~~^{is} first day of October, 2014 by and between the City of Quincy, Florida, a municipal corporation created and existing under the law of the State of Florida (hereinafter referred to as "the "City of Quincy" or "City") and Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), as follows:

WITNESSETH

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

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

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

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

1. Authority. This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.

1.2 Automatic Aid. The City of Quincy Fire Department will provide automatic aid to the areas of Quincy, Gretna, St. John/Robertsville, Wetumpka, Midway, and Interstate 10 from Mile Marker 173 (Greensboro Exit) to Mile Marker 193 (East County Line) for structure fires, accidents and other life-threatening situations. The City of Quincy shall be solely responsible for responding, without request, to all incidents requiring response in the foregoing incorporated and unincorporated areas.

1.3 Mutual Aid. The City of Quincy Fire Department will provide mutual aid fire and rescue service upon request to all ~~other~~ volunteer fire departments in all other incorporated and unincorporated areas of Gadsden County.

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

1.5 Insurance. The County shall insure against liability for Quincy's Fire Department while providing fire and rescue service outside the corporate boundaries of the City of Quincy. By voluntarily maintaining such

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insurance, the County is not assuming any liability for the acts or omissions of the City of Quincy or the City of Quincy Fire Department. The City of Quincy shall maintain liability insurance for Quincy's Fire Department while providing fire and rescue service within the corporate boundaries of the City of Quincy and shall maintain Worker's Compensation and all other insurance required by and in accordance with State law.

5-6 Vehicle Provision. Subject to availability, the County shall provide a serviceable vehicle/tanker owned and insured by the County during the term of this agreement to be used by the Quincy Fire Department to respond to all fire and rescue calls within the City and the service area as defined in Section 21, at no charge by the County to the City of Quincy. The City of Quincy shall be liable for routine maintenance and minor repairs, and all fuel, but all major repairs, which involve single-item costs exceeding \$1,000, shall be the responsibility of the County.

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

6-7 Use of Funds. The City of Quincy agrees that funds received from the County under this Agreement shall be used only for costs associated with providing fire and rescue services. Because there is a mutual benefit derived from using all available City of Quincy and County equipment and resources on fires, equipment and resources shall not be restricted by geographic boundaries.

7-8 Records. The City of Quincy shall maintain financial records of expenditures of the Quincy Fire Department within guidelines of the State of Florida Uniform Accounting System for Local Governments, shall no later than the 10th day after the end of each quarter provide the County copies of the list of all Quincy Fire Department expenditures for the quarter and quarterly reports of fire activity within the unincorporated limits of the County in a form that is uniform throughout the County.

8-9 Payment of Funds. Subject to funding, as set forth below, the County shall pay the City of Quincy a total of \$405,000 in four equal quarterly payments, for the quarter of October through December, January through March, April through June and July through September, in the first year of the Agreement upon submission of a request for payment by the City. Each subsequent year, an automatic adjustment will be made to the Agreement beginning each October 1st, based upon the average consumer price index of the previous 12 months. Any and all payments made by the County and to the City of Quincy for the provision of fire and rescue services shall be used only for expenses of the Quincy Fire Department and an accurate accounting of all funds is required. Unexpected balances shall be deposited by the City of Quincy in a Fire Reserve Fund, and the City of Quincy will report the balance to the County.

Equipment. Except for planned purchases from the fire reserve fund, any single item and /or piece of equipment used solely for fire and rescue service costing \$1,000 and above which are purchased with Gadsden funds shall be the property of Gadsden County. All such items and equipment shall be placed on County of Gadsden Inventory, as policy permits

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

11. This Agreement shall remain in force for a period of four year(s), from October 1, 2014 through September 30, 2018.

Either party may terminate this Agreement in total, with or without cause, by providing six month's written notice to the other party of its intent to terminate and if the six month's termination is not provided during the fourth year, the Agreement will continue from year to year if written notice of termination is not given.

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

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

14. Effective Date. This Agreement shall be effective upon filing in the office of the Clerk of Court of Gadsden County and as of October 1, 2014.

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

16. Expiration. This Agreement shall expire on September 30, 2018, unless terminated earlier as set forth herein or extended by written agreement of the parties.

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

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

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

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

provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

21. No Assignment. This Agreement is not assignable.

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

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

24. Indemnification; Hold Harmless. The City expressly recognizes and agrees that it is solely responsible for the actions, omissions, maintenance and operation of the Quincy Fire Department, and the County shall have no liability or responsibility for any damages or injury that result from or are related to any failure or deficiency in the actions, omissions, maintenance or operation of the Quincy Fire Department at any time during the term of this Agreement or thereafter. To the greatest extent permitted by law, the City shall indemnify and hold harmless the County, its officers, employees, attorneys, and agents from and against all liabilities, damages, losses, costs (including, but not limited to, reasonable attorneys' fees, whether or not there is litigation, and including those incurred on appeal), and actions or causes of action of any nature whatsoever that may at any time be made or brought by anyone for the purpose of bringing or enforcing a claim due to an injury or damage allegedly resulting from the actions, omissions, maintenance and operation of the Quincy Fire Department. The County's responsibility under this Agreement is limited solely to the payment of funds and maintenance of insurance as set forth herein, and nothing herein shall cause the County to have any liability or responsibility whatsoever for the actions, omissions, maintenance and operation of the Quincy Fire Department at any time during the term of this Agreement or thereafter. The indemnity obligations of the City under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, the County does not intend and in no way waives any sovereign immunity rights that it possesses.

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

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

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DONE this _____ day of _____, 2014.

Approved as to Form

Approved as to Form

City Attorney

County Attorney

CITY OF QUINCY, FLORIDA
COMMISSIONERS

GADSDEN COUNTY, ~~FLORIDA BOARD OF COUNTY~~

Mayor, City of Quincy

Chairman, Gadsden County of Board of County Commissioners

ATTEST:

ATTEST:

City Clerk

Clerk of Circuit Court

5 of 5

Attachment C

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

THIS INTERLOCAL FIRE AND RESCUE SERVICE AGREEMENT is ~~effective~~ made this first day of October, 2014 by and between the City of Quincy, Florida, a municipal corporation created and existing under the law of the State of Florida (hereinafter referred to as "the "City of Quincy" or "City") and Gadsden County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), as follows:

WITNESSETH

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

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

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

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

1. Authority. This Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida.

1.2 Automatic Aid. The City of Quincy Fire Department will provide automatic aid to the areas of Quincy, Gretna, St. John/Robertsville, Wetumpka, Midway, and Interstate 10 from Mile Marker 173 (Greensboro Exit) to Mile Marker 193 (East County Line) for structure fires, accidents and other life-threatening situations. The City of Quincy shall be solely responsible for responding, without request, to all incidents requiring response in the foregoing incorporated and unincorporated areas.

2.1 Mutual Aid. The City of Quincy Fire Department will provide mutual aid fire and rescue service upon request to all ~~other~~ volunteer fire departments in all other incorporated and unincorporated areas of Gadsden County.

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

4.5 Insurance. The County shall insure against liability for Quincy's Fire Department while providing fire and rescue service outside the corporate boundaries of the City of Quincy. By voluntarily maintaining such

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Insurance, the County is not assuming any liability for the acts or omissions of the City of Quincy or the City of Quincy Fire Department. The City of Quincy shall maintain liability insurance for Quincy's Fire Department while providing fire and rescue service within the corporate boundaries of the City of Quincy and shall maintain Worker's Compensation and all other insurance required by and in accordance with State law.

6.6. Vehicle Provision. The County shall provide a serviceable vehicle/tanker owned and insured by the County during the term of this agreement to be used by the Quincy Fire Department to respond to all fire and rescue calls within the City and the service area as defined in Section 21, at no charge by the County to the City of Quincy. The City of Quincy shall be liable for routine maintenance and minor repairs, and all fuel, but all major repairs, which involve single-item costs exceeding \$1,000, shall be the responsibility of the County.

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

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

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

6.9. Payment of Funds. Subject to funding, as set forth below, the County shall pay the City of Quincy a total of \$405,000 in four equal quarterly payments, for the quarter of October through December, January through March, April through June and July through September, in the first year of the Agreement upon submission of a request for payment by the City. Each subsequent year, an automatic adjustment will be made to the Agreement beginning each October 1st, based upon the average consumer price index of the previous 12 months. Any and all payments made by the County and to the City of Quincy for the provision of fire and rescue services shall be used only for expenses of the Quincy Fire Department and an accurate accounting of all funds is required. Unexpected balances shall be deposited by the City of Quincy in a Fire Reserve Fund, and the City of Quincy will report the balance to the County.

6.10. Equipment. Except for planned purchases from the fire reserve fund, any single item and/or piece of equipment used solely for fire and rescue service costing \$1,000 and above which are purchased with Gadsden funds shall be the property of Gadsden County. All such items and equipment shall be placed on County of Gadsden Inventory, as policy permits.

2 of 5