

City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



Meeting Agenda

**Tuesday,
December 8, 2015
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
December 8, 2015
6:00 PM
CITY HALL CHAMBERS**

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of Agenda

Special Presentations by Mayor or Commission

Approval of the Minutes of the previous meetings

1. Approval of Minutes of the 11/24/2015 Regular Meeting
(Sylvia Hicks, City Clerk)

Proclamations

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.)

Ordinances

Resolutions

Reports by Boards and Committees

Reports, requests and communications by the City Manager

3. Corry Family LLC Deed
(Mike Wade, City Manager, Bernard Piawah, Director, Building and Planning)

4. Landfill Monitoring Services Agreement
(Mike Wade, City Manager, Bernard Piawah, Director, Building and Planning)
5. Animal Control Service Agreement
(Mike Wade, City Manager, Glenn Sapp, Chief of Police, Reggie Bell, Director, Public Works)
5. Cash Requirements Report as of October 31, 2015
(Mike Wade, City Manager, Ted Beason, Director, Finance)

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

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
NOVEMBER 24, 2015
6:00 P.M.

The Quincy City Commission met in regular session, Tuesday November 24, 2015, 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:

City Manager Mike Wade
City Attorney Scott Shirley
City Clerk Sylvia Hicks
Police Chief Glenn Sapp
Planning Director Bernard Piawah
Finance Director Ted Beason
Human Resources Director Bessie Evans
Fire Chief Scott Haire
CRA Manager Regina Davis
Public Works Director Reginald Bell
Parks and Recreation Director Greg Taylor
Sergeant at Arms Officer Pearson

Call to Order:

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

Mayor Elias welcomed the Clerk back.

Approval of Agenda

Commissioner McMillan made a motion to approve the agenda. Commissioner Brown seconded the motion. The ayes were unanimous. The vote was five to zero.

Special Presentations by the Mayor or Commission

Approval of the Minutes of November 10, 2015 Regular Meeting

Commissioner Brown made a motion to approve the minutes of the November 10, 2015 regular meeting with corrections if necessary. Commissioner McMillan seconded the motion. The ayes were unanimous. The vote was five to zero.

Proclamations

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)

Ordinances

Resolutions

Resolution No. 1337-2015 Christmas Parade

Commissioner Gay made a motion to approve Resolution No. 1337-2015 granting the temporary road closing for the 2015 Christmas Parade. Commissioner Brown seconded the motion. Commissioner McMillan had a concern with the time of the parade for the downtown merchants especially the bank. The City Manager stated the parade will began at 6:00. Police Chief Sapp stated that we normally would have festivities downtown but this year we will only have the parade and we will begin the traffic closedown at 5:00 and will accommodate the businesses.

Reports by Boards and Committees

Reports request and communications by the City Manager

Gadsden Center Lease Quincy Garden Center

Commissioner McMillan made a motion to approve the Garden Center Lease (Monroe House). Commissioner Brown seconded the motion. The Attorney stated that this lease addresses insurance, an indemnity clause and he reformatted the signature page. Commissioner Dowdell asked if the City pay taxes. The Attorney stated that he would have to check on that issue but normally municipalities don't pay taxes. Commissioner Dowdell asked the number of parking spaces that is designated to the City. The Commission omitted the last sentence of section 11: Parking. (Lessor reserves the right to designate up to __ parking spaces for use by its employees, guests and invitees.) Commissioners McMillan and Brown amended their motion to include the amendment. The ayes were unanimous. The vote was five to zero.

Tree Cutting Permit

Commissioner Gay made a motion to approve option 3: Vote to remove from the code the requirement for a permit prior to cutting a tree that is more than 25 feet high and direct staff to bring back to the Commission a draft ordinance to that effect. Mayor Elias seconded the motion. The ayes were Commissioners Brown, Gay, Dowdell, and Elias. Nay was Commissioner McMillan. The motion carried four to one

Public Works Request for Purchase of a Truck

Commissioner Brown made a motion to approve option 1: Authorize the Public Works Department to purchase the (F-250 Crew Cab) truck in the amount of \$15,000. Commissioner Dowdell seconded the motion. Commissioner McMillan asked if we had checked with the local dealers to see if they had anything comparably. He would like to see us purchase locally. Mr. Bell stated no, he went on line and found this good deal. The vote was five to zero.

Amendment to 2012 Loan Agreement (2002 Bond Series Paving Project refinanced)

Commissioner Dowdell made a motion to approve the First Amendment to Loan Agreement and authorize the Mayor to sign the agreement. Commissioner Brown seconded the motion. The motion carried five to zero.

Duke Energy Transmission Agreement

City Manager Mike Wade stated that the City of Quincy needs to become a transmission customer of Duke Energy and there are two agreements required between the two parties. One is the Network Integration Service Agreement (NITS) and Network Operating Agreement (NOA). He also stated there is a note in section 5(d) of the NOA. The City is required to meet a regulatory requirement for automatic load-shedding by January 1, 2016. Commissioner Gay asked if there was going to be an additional cost. The Manager stated he didn't have the exact amount but it would cost under \$10,000 for the study and install the relays at the Stewart Street location. Commissioner Gay made a motion to approve option 1: Approve the Network Integration Service Agreement and the Network Operating Agreement with Duke Energy, LLC and authorize the Mayor to sign the agreements. Commissioner Brown seconded the motion. The motion carried five to zero.

Financial Report, Arrears Report, P-Card Report

Commissioner McMillan asked the Finance Director the status of the reconciliations. Mr. Beason stated he is making progress. Commissioner McMillan asked if he needed to hire more staff to assist him we need to get it done. Commissioner McMillan requested the payables is a part of the financial report. Mayor Elias asked the Finance Director what date does the reconciliations needs to be completed by. Mr. Beason stated before February 1st. The Mayor stated that he wants to make sure that we get everything to the Auditor in a timely manner.

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

Comments

City Manager

Police Chief Sapp informed the Commission that after he meets with the Traffic Safety Team he would then update them on the traffic control at the school on Strong Road.

City Manager Mike Wade announced the City Christmas Parade will be Friday, December 11, 2015 and invited anyone who wants to participate to contact the Parks and Recreation Director, Greg Taylor.

City Manager Mike Wade stated he sent the Commissioners an email regarding being in compliance with any recent changes in law for the Police and Firefighter Retirement Plan. We have been advised that we need to review the plan. A Tax Attorney did the review the last time and we hope to get them to do it this time. Attorney Shirley stated that he had met with them and they have agreed to review it and the City would pay for the review approximately \$3,000. Mayor Elias asked if we are going to alternate on who is responsible for the cost of the review. The attorney stated that he needs to write a letter to that effect.

City Manager Mike Wade stated that City Hall will be closed Thursday and Friday in observance of Thanksgiving and wished everyone a Happy Thanksgiving.

City Clerk – None

City Attorney

City Attorney Scott Shirley

City Attorney Shirley stated that at the Executive session a settlement was reached regarding the Case of William Blitch v City of Quincy and Tara Bryant, Gregory Horne, and Sean Boyd in their individual capacities Case No. 4:15-cv-00246-RH-CAS, United States District Court Northern District of Florida, Tallahassee Division. He stated the settlement was reached with an approved \$10,000 for damages and it releases the City and Officers of any further damages. Commissioner Brown made a motion to approve the Settlement Agreement. Commissioner Dowdell seconded the motion. The ayes were Commissioners Brown, McMillan, Dowdell, and Elias. Nay was Commissioner Gay. The motion carried four to one.

City Attorney Shirley reported that he has a conflict and Attorney Rudolph will be here for the next meeting.

Commission Members

Commissioner Dowdell needs to bring some things to the attention of the Commission prior to the zoning review.

Commissioner Dowdell wished everyone a safe and Happy Thanksgiving.

Commissioner Gay stated he met with the task force but changes are being considered that will address our concerns and want to see what the changes will be.

Commissioner Gay asked the status of the City of Quincy website, do we have a plan to post agenda and minutes on the web. The Manager stated he is working on that.

Commissioner Gay stated that he attended a meeting in Tallahassee regarding the Solar Amendment he asked our citizens to be ware of people at various locations that are ask to

sign a petition, they are not being told the whole truth, some of them are being told that they won't have a utility bill. They are signing petitions and if a third party installer installs the panels, they will still have to pay a bill and if the panels are installed they will have to pay for them for 20 years with a flexible interest rate.

Commissioner Gay wished everyone a Happy Thanksgiving. Commissioner Gay also stated that he received a call from Minister Figgers and he sent Thanksgiving greetings from Shaw Quarters.

Commissioner Brown wished everyone a Happy Thanksgiving and to be safe.

Commissioner McMillan concerns are the following:

- (1) Animal Control – stray dogs and cats. Commissioner Gay stated that the City of Quincy has a lease law. Commissioner Gay asked who will you call if you have a problem. The Manager stated you call the Police Department.
- (2) Cemeteries needs cleaning up
- (3) Burmah Heights Parks the equipment needs pressure cleaning
- (4) Dollar Tree out parcel needs cleaning up. The Developer will get the lot cleaned up. Mr. Piawah stated that the developer is looking to get a new business in that location.
- (5) Speeding on North Shelfer Street
- (6) Happy to see that Public Works has cleaned up the signs on both ends of the City
- (7) Glad to have Sylvia back

Comments from the Audience

Judy Ware of 711 East Circle Drive and Stella Sailor of 1220 Berry Drive came before the Commission to thank the City for the installation of the Oak Park Signs that was placed at both entrance of the Subdivision.

Pastor Kenneth Frame of 120 McArthur Street came before the Commission to announce he has published a new book, Gift of Cities, and it will be at all airport in major cities. He asked the question what is our intent on displaying the poem. Pastor Frame informed the Commission that he had spoken with Senator Montford and had written a poem for the State of Florida.

Joe Munroe of 313 Jackson Street stated he would be delighted to display the book in the Mainstreet office. He encouraged all the merchants to join in with the theme "Light up the Holidays". He stated there will be a contest of the best window downtown and the winner will receive a basket and one of the prizes is an autographed print by Dean Mitchell. Open house at the Quincy Garden Center, McFarlin House, Arts Center and Quincy Mainstreet and will try to have carols.

Darrell Colegrove of 618 Rosewood came before the Commission to address a problem with his water. He stated that he had a large water bill of \$2,600 and he did not think he should be charged that amount. He stated he did not cheat the City and did not have anything repaired. Mr. Colegrove stated that the employee stated that he must have had the water leak repaired. He also stated that he was told by one of the employees that this had

happened to someone else before and they did not have to pay the bill, it is who you know. The Mayor stated that staff is looking into the matter. Mr. Colegrove asked for a new meter and that he would have to pay for it. The Mayor again, told Mr. Colegrove that City staff is looking into the matter and will get back with him.

Ronald Anderson 935 7th Street to get an understanding of a utility bill at his property. He stated that the Mayor told him that a lien would not be placed on his property and told the City Manager to get with him regarding the outstanding bill. He stated that whatever is left over would be refunded back to him and that the Manager said that the Mayor was wrong in that he should not get any money back and give it to the City as a gesture. He stated that he told Ms. Robinson that he would pay that outstanding bill and he paid \$587.00 leaving a balance of \$273.00. He stated that Commissioner Dowdell asked him if he had received his money back. The Attorney stated that we would have check the minutes but if an unpaid amount is paid to the City a lien would be placed on the estate. Asked Mr. Anderson to bear with them a little while longer because we aren't going to resolve anything tonight. Mr. Anderson stated that the \$273.00 is no longer on the bill that he owes. Mr. Anderson stated he is looking for closure whether he receives any money or not. The Mayor stated we won't resolve this issue tonight. Commissioner McMillian stated we don't want to place a lien on anyones property. What needs to happen when a person is deceased the individual that is responsible for the property needs to remove their name off of the utility bill.

Mayor Elias stated we need to establish deadlines i.e. the website, reconciliations, filling vacant positions.

Mayor Elias also stated the new section of Sunnyvale has open and there is no landscaping. The Manager stated we are in the process of landscaping.

Mayor Elias stated that the parade is upcoming and do we have a cleanup plan. The Manager stated we do have a cleanup plan.

Mayor Elias wished everyone a safe and Happy Thanksgiving.

Commissioner Brown asked the Manager if we were showing favoritism. The Manager assured him that we are not and he is not sure as to who Mr. Carlgrove spoke with.

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

APPROVED:

Derrick D. Elias Mayor and
Presiding Officer of the City Commission and
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: December 8, 2015

DATE SUBMITTED: December 3, 2015

TO: Honorable Mayor and Members of the City Commission

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

SUBJECT: Corry Family LLC Land Deed to the City

Statement of Issue:

This agenda item is a request to the City Commission to accept a piece of property deeded to the City by the Corry Family LLC. The subject property is a strip of land about 240 feet long and 10 feet wide; Parcel Number: [3-07-2N-3W-0730-00000-1770](#), located along Adams Street, beginning at the junction of Adams Street and Clark Street. The Commission was briefed on the offer some time ago and was receptive to the idea. The property owner is granting the property to the City for ten dollars (\$10.00), and nothing else in return. This parcel, although small, will be useful to the City in a variety of ways. In view of this, the City's staff is recommending that the Commission accept the property. See attachment for property location map and quit claim deed.

Background:

On September 24, 2015, Mr. Jack Corry, representative of Corry Family, LLC, approached the city's staff, Bernard Piawah, Director of the Building and Planning Department and offered to donate to the City, a piece of property owned by the Corry Family, LLC. The offer was discussed with the City Manager who indicated that the City would be willing to accept the offer if the Commission approves it.

The parcel is not in the floodplain and not in a wetland. It is a pure upland property suitable for development, but due to the smallness of the parcel, will never be developed. The owner wants to give it to the City so that they will no longer have to mow and maintain the property. The parcel, although only 240 feet long and 10 feet wide, will be useful to the City during the future construction of a sidewalk on the western side of South Adams Street.

OPTIONS:

- Option 1: Move to accept the dedication of the Corry Property located along South Adams Street, at the intersection of Adams Street and Clark Street, deeded to the City by the Corry Family LLC.
- Option 2: Move to not accept the Corry Property located along South Adams Street, at the intersection of Adams Street and Clark Street, deeded to the City by the Corry Family LLC.

Staff Recommendation:

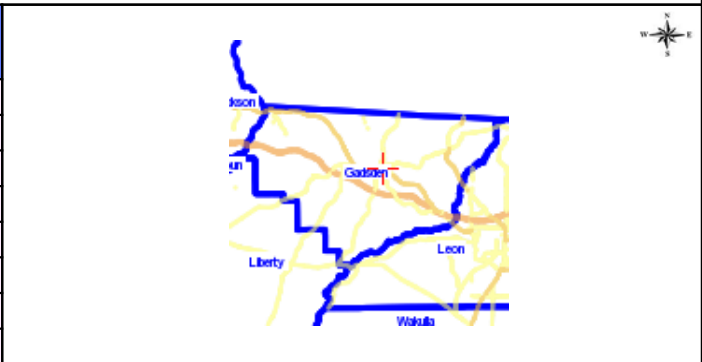
Option 1

Attachment:

- 1) Quit Claim Deed and property location map



Gadsden County Property Appraiser			
Parcel: 3-07-2N-3W-0730-00000-1770 Acres: 0			
Name:	CORRY FAMILY LLC	Land Value	480
Site:	ADAMS ST S	Building Value	0
Sale:	100 on 08-2013 Reason=U Qual=N	Misc Value	0
Mail:	319 N DUVAL ST QUINCY, FL 32351	Just Value	480
		Assessed Value	480
		Exempt Value	0
		Taxable Value	480



The Gadsden County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER GADSDEN COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 12/04/15 : 09:24:25

Prepared By: John A. Rudolph, Jr.
Ard, Shirley & Rudolph, P.A.
207 W. Park Ave, Suite B
Tallahassee, FL 32301

QUIT CLAIM DEED

Property Appraiser's Parcel Identification No. 3-07-2N-3W-0730-00000-1770

This Quit Claim Deed is executed this 18th day of November, 2015, by **Corry Family, LLC**, a Florida Limited Liability Company, whose post office address is 319 N. Duval Street, Quincy, Florida 32351, hereinafter referred to as "Grantor," to The City of Quincy, a Florida municipal Corporation, whose address is 404 West Jefferson Street, Quincy, Florida 32351, Tallahassee, Florida 32303, hereinafter referred to as "Grantees."

Grantor, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys to Grantees the following described real property in Gadsden County, Florida:

The East 10 feet of Lot No. 177 according to the map or plat of the Original Town of Quincy, Florida.

To have and to hold the same together with all and singular the appurtenances thereupon belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantees forever.

In Witness Whereof, the Grantor has signed and sealed these presents the day and year first above written.

Corry Family LLC

WITNESSES:
[Signature]
Print Name: Gregory Noonan

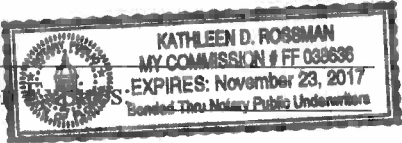
By: [Signature]
Willaim W. Corry, Managing Member

[Signature]
Print Name: Kyle Chatham

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th day of October, 2015
by William W. Corry, who is personally known to me or who produced identification
(Type _____), and who did/did not take an oath.

Kathleen D. Rosman
Notary Public
Print Name: _____
My Commission Expires: _____



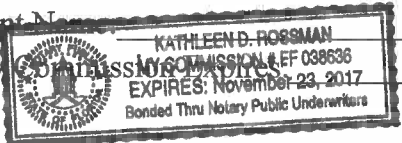
WITNESSES:
[Signature]
Print Name: Gregory Noxon
[Signature]
Print Name: Kyle Chattam

By: John A. Corry
John A. Corry, Managing Member

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th day of October, 2015
by John A. Corry, who is personally known to me or who produced identification
(Type _____), and who did/did not take an oath.

Kathleen D. Rosman
Notary Public
Print Name: _____
My Commission Expires: _____



WITNESSES:

Delania Robinson
Print Name: Delania Robinson

Juanita Thompson
Print Name: Juanita Thompson

By: James E. Corry Jr.
James E. Corry, Jr., Managing Member

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 18 day of ^{November}~~October~~, 2015
by James E. Corry, Jr., who is personally known to me or who produced identification
(Type _____), and who did/did not take an oath.

Karen Taggart
Notary Public
Print Name: _____
My Commission Expires _____



WITNESSES:

[Signature]
Print Name: Gregory Noonan

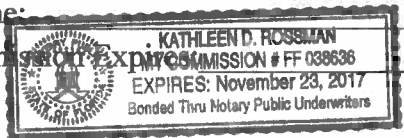
By: [Signature]
Stephen T. Corry, Managing Member

[Signature]
Print Name: Kyle Chattem

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th day of October, 2015
by Stephen T. Corry ~~William W. Corry~~, who is personally known to me or who produced identification
(Type _____), and who did/did not take an oath.

[Signature]
Notary Public
Print Name: _____
My Commission Expires _____



**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

DATE OF MEETING: December 8, 2015

DATE SUBMITTED: December 3, 2015

TO: Honorable Mayor and Members of the City Commission

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

**SUBJECT: Quincy-Byrd Landfill: 2016 Monitoring Report Contract
With Trinity, Inc.,**

Statement of Issue: This agenda item is a request for authorization from the City Commission for the Manager to sign the 2016 contract with Trinity, Inc. for annual monitoring and reporting on the Quincy-Byrd Landfill. Per state law, the City is required to conduct a variety of monitoring analysis of the landfill and report to the State DEP. Trinity, Inc., is the engineering company that has been conducting the gas monitoring and reporting on the landfill for the City. The contract amount is \$9,290.00.

OPTIONS:

- Option 1: Move to authorize the City Manger to sign the agreement with Trinity, Inc. to conduct monitoring reports on the Quincy-Byrd Landfill for 2016.
- Option 2: Do not authorize the City Manager to sign the agreement with Trinity, Inc. to conduct monitoring reports on the Quincy-Byrd Landfill for 2016.

Staff Recommendation:

Option 1

Attachment:

- 1) 2016 Contract with Trinity, Inc.

ATTACHMENT 1

2015 BYRD LANDFILL MONITORING REPORT CONTRACT WITH TRINITY



1002 N. Eglin Parkway
Shalimar, FL 32579
Office: (850) 613-6800
Fax: (850) 613-6764

Cost Proposal

TO:	City of Quincy
	Attn: Dr. Bernard O. Piawah
	404 W. Jefferson Street
	Quincy, Florida 32351
	Phone #: 850-618-0035 Fax #: 850-627-8103 Email: bopiawah@myquincy.net

Proposal #:	15-0070
Site:	Quincy-Byrd Landfill, Quincy, FL
Project:	FY2016 Compliance Monitoring and Reporting
Proposal D	November 12, 2015
Expiration Date:	January 11, 2016 (unless notified in writing)

Background:

Trinity proposes to provide the City of Quincy with the following services in accordance with compliance monitoring requirements of the current permit for the Quincy-Byrd Landfill, for FY2016.

One (annual) gas monitoring event. The event includes a site visit to monitor landfill gas levels, including monitoring equipment, and preparation of the gas monitoring report to be submitted to the FDEP.

Two Semiannual Groundwater Monitoring Reports. This proposal is for reporting only, using data provided by the City, collected by the City's contracted analytical laboratory. Reports will be signed and sealed by a Florida Registered PG and submitted to the FDEP.

Two Monitoring Only Reports, submitted in conjunction with the Semiannual Reports.

Host and conduct meeting with the City and FDEP to discuss groundwater flow/Sheline property.

Miscellaneous consulting (line 4 below) will be invoiced at one-quarter hour increments, only as used. This line item is not a firm fixed price item. It is intended to provide City of Quincy personnell a means to consult with Trinity professionals on an "as-needed" basis, at the City's discretion.

Proposed Scope of Work

Item / Task #	Qty	Description	Unit Price	Amount
1	1	Annual Gas Monitoring and Reporting Event	\$1,450.00	\$ 1,450.00
2	2	Semiannual Groundwater Monitoring Report	\$1,735.00	\$ 3,470.00
3	2	Monitoring Only Report	\$1,735.00	\$ 3,470.00
4	1	Host and conduct meeting with the FDEP	\$ 900.00	\$ 900.00
5		Miscellaneous consulting (hourly rate)	\$ 93.31	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total			\$	9,290.00

Proposal By: Tony Schmucker

Proposed Scope of Work and Cost Proposal are subject to the terms and conditions in the attached

Agreement for Professional Services

This Agreement is made and entered into on this _____ day of _____ by and between
Trinity Analysis & Development Corp., having its principal place of business at:
1002 N. Eglin Pkwy Shalimar,
Florida 32579, hereinafter
called "Consultant"

and

City of Quincy , having its office at:
404 W. Jefferson Street
Quincy, Florida 32351
hereinafter called "Client"

Whereas, Consultant submitted its Proposal (Proposal No. 15-0070) dated November 12, 2015; and
Whereas, Client wishes to retain Consultant for the purpose of proceeding with those certain professional services;
Now, therefore, in consideration of the premises and the mutual covenants and undertakings of the parties hereto,
it is agreed as follows:

Article 1. Privacy of Proposal and Confidentiality

- a. The information contained in Consultant's Proposal is considered privileged and confidential. Any use or release of this information for purposes other than evaluation of its content as a basis of contract award is prohibited.
- b. During the conduct of services, Consultant and its employees may obtain, directly or indirectly, secret and confidential information proprietary to Client. Accordingly, Consultant agrees, on behalf of itself and its employees, to maintain, as secret and confidential, all said proprietary information and not to disclose it to others or use it without specific authorization from the Client, except as may be required by law.

Article 2. Scope of Work

- a. Upon execution of this Agreement, the Proposed Scope of Work in Consultant's Proposal shall become the Scope of Work. Services not expressly provided for in the Scope of Work as set forth in the Proposal are excluded from the services to be rendered by Consultant and Consultant assumes no duty to perform such services.
- b. Consultant and Client may at any time, by **mutual written agreement**, make changes within the general scope of this Agreement by additions, alterations, deviations, or omissions from this Agreement.

Article 3. Payment

Payment for the services rendered by Consultant shall be in accordance with the following:

- a. Consultant shall perform the professional services pursuant to Proposal No. 15-0070 and Client shall compensate Consultant for those professional services in the amount of \$ 9,290.00.
- b. Consultant will initiate the tasks as set forth in the Proposal upon receipt of a fully executed Agreement and a deposit payment of \$ - from Client.
- c. Consultant shall invoice the Client for the remaining balance with submittal of final report.
- d. Payment shall be made by Client within 30 days of the invoice date. Client shall promptly review Consultant's invoices and if Client disputes any amounts invoiced, Client shall give prompt written notice to Consultant thereof, including the item or items disputed and the basis for the dispute. Client shall in any event pay all amounts invoiced that the Client does not dispute as provided herein. The disputed amount will be credited or billed on the next invoice. Invoiced amounts not paid within 30 days of their issuance shall bear interest at a rate of 1½% per month on the unpaid balance beginning on the 31 day of issuance and extending until the invoice is paid in full.
- e. In the event of disputed payment, Client and Consultant both reserve their right to suspend work until the dispute is resolved.
- f. In the event of delinquent payment, Client shall pay the actual cost of collection incurred by Consultant including, without limitation, reasonable and necessary attorney's fees and costs.
- g. The compensation for Consultant's services has been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If there are material modifications or changes in the extent of the Project or in the time required for Consultant's services, its compensation and time of performance shall be equitably adjusted.
- h. Payment for services rendered by Consultant is not contingent upon the outcome of the Project.
- i. If, in the performance of its services, Consultant encounters hazardous materials, or pollutants that pose unanticipated risks, the Scope of Work and Consultant's compensation and time of performance will be reconsidered and this Agreement shall immediately become subject to renegotiation or termination, at Consultant's option. In the event that this Agreement is so terminated, Consultant shall be paid for its fees and charges incurred to the date of such termination, including, if applicable, any additional fees or charges incurred in demobilizing.

Article 4. Consultant's Responsibilities

- a. Consultant will initiate the tasks as set forth in the Proposal upon receipt of a fully executed Agreement and deposit from Client. Consultant shall proceed with the work diligently and shall faithfully progress the work toward completion.
- b. In performing professional services, Consultant shall use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the engineering and geologic profession practicing under similar conditions at the same time and in the same or similar locality. Consultant's services shall not be subject to any express or implied warranties whatsoever. It is the intent of Consultant to provide services in accordance with applicable laws and regulations.
- c. Because geologic/hydrogeologic formations and layers are inherently variable and indeterminate in nature, Consultant's services are not guaranteed to discover actual site conditions, including those conditions related to contamination. Consultant's determinations and conclusions are commonly based on interpretation of data from discrete sampling or testing locations that may not represent actual conditions at locations not sampled. If conditions have not been identified by Consultant, such findings shall not be construed as a guarantee of the absence of such conditions, but rather as the qualified findings from the services performed within the scope, limitations, and cost of the project.
- d. Consultant's determinations and conclusions are relative to the time in which its services are rendered. Whether naturally or by other forces, site conditions may change after Consultant's services have been performed. Consultant bears no responsibility for those conditions, nor for conditions not generally recognized as predictable when Consultant's services were performed. Consultant bears no responsibility for conditions it was not authorized to evaluate by Client.
- e. Consultant's services shall not include, unless specifically stated in elsewhere in this Agreement, an independent analysis of work conducted by or information provided by independent laboratories or other independent contractors retained by Consultant in the performance of the services.
- f. Consultant shall not be held responsible for damages or delays in performance (and the direct or indirect costs or consequences arising from such delays) caused by force majeure or other events beyond Consultant's reasonable control. For purposes of this Agreement, force majeure shall include, but not be limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances, accidents, sabotage, fire, terroristic acts, loss of permits, breakdown of machinery, failure to obtain permits, court orders, acts of God, acts, orders, laws or regulations of any government agency and unavoidable delays in the receipt of laboratory testing results.
- g. It is recognized that other contractors may be retained separately by Client for the project who may provide inputs to the project to be utilized by Consultant. Consultant shall have the right to rely upon the timely receipt, correctness and completeness of said inputs. Consultant shall not be responsible for the acts, errors or omissions of any other contractors working for Client on the Project.
- h. Consultant shall not have the authority to control the work of contractors retained by Client and Consultant shall not have the responsibility for contractor site safety or for the use of safe practices by such contractors.
- i. In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples or materials to Client, who will be responsible for having such samples and materials properly disposed of in accordance with applicable laws, at its own cost. Client recognizes and agrees that Consultant will at no time assume the ownership or control of said waste.
- j. Client acknowledges that, prior to commencing the work, Consultant has had no role in generating, treating, storing, transporting or disposing of waste materials which may be present at the project site and Consultant has not benefited from the processes that produced any such waste materials. Client agrees that Consultant is not and has no responsibility as a generator or operator or as a storage, treatment, transport or disposal facility (as those terms are defined by the Resource Conservation and Recovery Act, as amended, or any state statute or regulation) for substances or wastes found or identified at the work sites. Consultant's services shall not include directly or indirectly arranging for the treatment, storage, transport or disposal of waste materials or pollutants, on or off site. Consultant shall not directly or indirectly assume title to, ownership of, or responsibility for such substances or wastes and Client shall indemnify Consultant for and against all claims and liabilities arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes).
- k. Insurance: Consultant shall carry the following insurance during the performance of its services:
 - Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage.
 - Comprehensive General Liability Insurance with annual aggregate limits of \$1,000,000.
 - Automobile Liability Insurance with annual aggregate limits of \$1,000,000.
 - Professional Liability Insurance with annual aggregate limits of \$1,000,000.
- l. Indemnification: Consultant shall defend, indemnify and hold harmless Client and its officers, employees, servants, agents, successors and assigns from and against any and all liability, claims, demands, suits, actions, third party claims, penalties, fines, debts, accounts, damages, costs, expenses, losses and attorneys' fees (hereinafter referred to collectively as 'Damages') which either directly or indirectly arise out of or result from injury or death to persons, including employees of Client or Consultant, or damage to property of whatever kind and nature, if the injury or damage is caused by any error or omission or negligent

act of Consultant or its employees, servants and agents in the performance of Consultant's work under this Agreement. Client shall give prompt notice to Consultant of any such suit, claim, demand or action relating thereto in order to provide Consultant with the earliest opportunity to defend against any actions or proceedings for Damages, but Consultant agrees, however, that any failure on the part of Client to give such notice shall not be deemed a waiver, abrogation or limitation of Consultant's obligation to defend, indemnify and hold harmless Client except to the extent Client unreasonably fails to give prompt notice of any such claim, and such failure to give notice is the sole cause of any actual limitation of Consultant's ability to assert defenses available to it. Indemnification under this provision shall exclude any and all Damages which either directly or indirectly arise out of or result from acts, errors or omissions of Client or any of their officers, employees, servants, agents, consultants or other representatives. Consultant's total liability under this indemnification is limited to the type and amount of insurance coverage as listed above.

Article 5. Client's Responsibilities

Client, at its own expense, will:

- a. Provide all criteria and full information as to Client's requirements for the Project.
- b. Furnish Consultant with copies of all existing data, reports, surveys, plans and other materials and information within the possession of Client required for the Project, all of which Consultant may use and rely upon in performing its services under this Agreement.
- c. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform its services.
- d. Be responsible, unless otherwise agreed by Consultant, for locating existing underground or covered site utilities, pipelines, tanks and other structures prior to the installation of borings, wells or excavations and be responsible for all claims, liabilities, and damages resulting from the failure to accurately locate same.
- e. Provide to Consultant a description of activities, known or suspected, that were conducted at the site at any time by Client or by any person or entity which would relate to Consultant's services. Client shall identify by name, quantity, location and date any releases of hazardous substances or pollutants.
- f. To the extent required by law, Client shall promptly report all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.
- g. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services or any alleged defect in Consultant's services.
- h. Designate an individual or individuals to act as Client's representative(s) with respect to the services to be rendered under this Agreement. Said individual(s) shall each have complete authority to transmit instructions, receive information and interpret and define Client's requirements, decisions, policies, drawings, plans, surveys, data and reports. Client's authorized representative(s) is designated below:

Name: Attn:
Address: 404 W. Jefferson Street
Address: Quincy, Florida 32351
Phone #: 850-618-0035
Fax #: 850-627-8103
Email: bopiawah@myquincy.net

- i. Assume responsibility for unavoidable damage or alteration to the site caused by Consultant's services.
- j. Assume responsibility for personal injuries and property damage caused by Consultant's interference with subterranean structures such as pipes, tanks and utility lines that are not disclosed to or are not accurately disclosed to Consultant by Client in advance.
- k. Indemnification and Waiver: Client hereby agrees to indemnify and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors and employees from and against any and all claims, damages, losses and expenses, whether direct, indirect, or consequential (including but not limited to attorneys' fees and court and arbitration costs), arising out of, resulting from, or alleged to have arisen out of or to have resulted from, the services or work, or the failure to perform services or work, of Consultant, or any claims against Consultant arising from the negligence of the Consultant except for those claims, damages, losses or expenses proximately caused by the gross negligence, sole negligence or willful misconduct of Consultant. Such indemnification shall apply notwithstanding any joint and several liability, or strict liability of Consultant, but shall not apply to claims, damages, losses or expenses resulting from the sole negligence or willful misconduct of Consultant if finally found by a court of competent jurisdiction to be an impermissible subject of indemnification under the applicable law, it being the intention of this Waiver and Indemnification Agreement that Client shall indemnify Consultant to the fullest extent permitted by law for liabilities arising other than from the sole negligence or willful misconduct of Consultant. I. Such indemnification shall also not apply to claims, damages, losses or expenses which are finally determined to result from the fraud, intentional tort, bad faith or criminal misconduct of Consultant. Without limiting the generality of the foregoing, the above indemnification extends to claims against Consultant which arise out of or are related to, or are based upon, the actual, alleged or threatened dispersal, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, wastes, solids, liquids, gases, thermal irritants or contaminants, nuclear material, asbestos

material, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon in or into the surface or subsurface (a) soils, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

- m. In addition to and not in lieu of the above indemnification, Client does hereby waive any and all claims against Consultant for special, indirect or consequential damages of any nature whatsoever, arising out of or in any way related to the services or work, from any cause or causes, including but not limited to joint and several liability or strict liability. Both Client and Consultant agree to waive the right to trial by jury in any legal proceedings relating to this Agreement.
- n. In the event that the indemnification undertakings of Client, or any part thereof, are determined by a court of competent jurisdiction to be invalid or unenforceable, this waiver shall be considered severable and shall remain in full force and effect.
- o. Notwithstanding anything else to the contrary herein, the liability of Consultant under this Agreement (whether by reason of breach of contract, tort or otherwise, including under indemnification provisions, if any) shall be limited to the amount of Consultant's fee payable hereunder.
- p. Client acknowledges that Consultant's agreement to the amount of compensation provided for under this Agreement has been negotiated and agreed by reason of Consultant's reliance on the foregoing limitation, indemnification and waiver undertakings of Client.

Article 6. General Considerations

- a. Suspension of Work: Client and Consultant both reserve the right to suspend work in the event of a breach of any term or provision of this Agreement. Should that dispute result in arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.
- b. Termination of Agreement: This Agreement may be terminated by either party by thirty (30) days advance written notice to the other party without cause; by mutual written agreement with the other party; or by either party on five (5) days written notice to the other in the event of substantial failure to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated, Consultant shall be paid for the services properly performed by it and reimbursable expenses incurred, to the effective date of termination.
- c. Delegation of Duties: Client and Consultant bind themselves and their successors, executors, administrators, assigns and legal representatives to the terms and conditions of this Agreement. Neither Client nor Consultant shall assign this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- d. Ownership of Documents: All documents prepared by Consultant under this Agreement as instruments of service are and shall remain the property of Consultant. Upon payment of all fees for services, costs, and disbursements, all documents furnished to Client which are instruments of service deliverable under this Agreement shall become the property of the Client. Client shall be entitled to reproduce such documents where reproduction is in furtherance of Project purposes. Any other reproduction, publication, distribution or use of such documents or copies is permitted only upon obtaining written consent of Consultant. Client agrees that any documents furnished to Client which are not paid for will be returned to Consultant upon demand and will not be used by Client for any purpose whatsoever.
- e. Third Party Use or Reliance: Any reliance on Consultant's work product, including all documents, reports, determinations, and conclusions by a third party is at the sole discretion of said third party, which assumes all risk and responsibility associated therewith. All unauthorized uses of Consultants work product are at the sole risk of the users.
- f. Venue: This Agreement shall be deemed to have been entered into and venue for any proceeding arising herefrom shall be in the County of Okaloosa, State of Florida.

Article 7. Extent of Agreement

- a. The terms and conditions hereof represent the entire integrated agreement between Client and Consultant and supersede all prior negotiations, representations or agreements, either written or oral, for this Project.

In witness whereof, the parties hereto have made and executed this Agreement.

Proposed by:

Accepted by:

Authorized Representative for
Trinity Analysis & Development Corp.

Authorized Representative for
City of Quincy

Date: _____

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: December 8, 2015

Date Submitted: December 4, 2015

To: Honorable Mayor and Members of the City Commission

From: Mike Wade, Quincy City Manager
Glenn Sapp, Chief of Police
Reggie Bell, Public Works Director

Subject: City and County Animal Control Inter-local Agreement

Issue:

The City of Quincy contracts its Animal Control services to the Gadsden County Animal Control Services via an inter-local agreement. This agreement has been in place since 1999.

It is the desire of the City of Quincy to continue this agreement and sign a five year contract with the Gadsden County Animal Control Department for Animal Control services. The cost of the agreement will be for the sum of \$35,120.00 per year. Payments shall be made in four equal installments of \$8,780.00 due on the first day of October, January, April and July. This agreement shall expire on September 30, 2019.

Background:

The citizens of the City of Quincy have used the services of the Gadsden County Animal Control Unit to provide animal control services since 1999. The county provides the city 24 hour services for animal emergencies, generally defined as injured animals needing assistance, violent animals and animals running at large, or requests from the Quincy Police Department for assistance with animal complaints.

Further stated under the Inter-local agreement "Terms of Agreement": The County shall conduct animal control operations within the incorporated boundaries of the City, including pick-ups, stray animal control and nuisance abatement, rabies control, bite investigations, animal cruelty investigations and other animal control services in accordance with and pursuant to the County's animal control ordinances and applicable to State Law. The County shall comply with all applicable statutes and ordinances relating to health and safety.

Options:

- Option 1: Move to approve the Inter-local agreement with the County and authorize the Mayor to sign the agreement
- Option 2: Do not approve the inter-local agreement with the County
- Option 2: Direct staff to explore other options

Staff Recommendation:

Option 1

Attachments:

Inter-local Agreement 2015
Inter-local Agreement 2009

**INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES
BETWEEN GADSDEN COUNTY, FLORIDA
AND THE CITY OF QUINCY, FLORIDA**

THIS INTERLOCAL AGREEMENT is made effective as of the 1st day of October, 2014, by and between Gadsden County, Florida, a political subdivision of the State of Florida, whose address is 9 B. East Jefferson Street, Quincy, Florida 32351 (“County”) and the City of Quincy Florida, a municipal corporation created and existing under the laws of the State of Florida, whose address is 404 W. Jefferson Street, Quincy, Florida 32351 (“City”).

WITNESSETH:

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

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

WHEREAS, the County has determined the need to establish an animal control program for the benefit of County residents to enforce the Animal Control Ordinances and the laws of the State of Florida; and

WHEREAS, the City has determined the need to establish an animal control program for the benefit of City residents to enforce the Animal Control Ordinances and the laws of the State of Florida;

WHEREAS, the City has requested the use of the County’s animal control personnel to enforce the Animal Control Ordinances and the laws of the State of Florida; and

WHEREAS, the County has determined that County animal control personnel have the ability to provide animal control services to the City without compromising the level of services provided to the County; and has agreed to provide animal control services to the City on the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises, obligations, and benefits set forth herein, the parties do hereby agree as follows:

Section 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.

Section 2: Terms of Agreement.

1. The County shall conduct animal control operations within the incorporated boundaries of the City, including pick-ups, stray animal control and nuisance abatement, rabies

control and bite investigations, animal cruelty investigations, and other animal control services in accordance with and pursuant to the County's animal control ordinances and applicable to State Law. The County shall comply with all applicable statutes and ordinances relating to health and safety.

2. The County shall commit an unspecified number of hours per week to the provision of services to the City.
3. The City shall pay the County the sum of \$35,120.00 per year during the term of this Agreement. Payments shall be made in four equal installments of \$8,780.00, due on the first day of October, January, April, and July.

Section 3: General Provisions.

1. 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.
2. Compliance with Applicable Law. The parties will comply with all applicable local, state, and federal laws in their performance of this Agreement.
3. Effective Date. This Agreement shall be filed in the office of the Clerk of Court of Gadsden County and shall be effective as of October 1, 2014.
4. 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.
5. Expiration. This Agreement shall expire on September 30, 2019, unless terminated earlier as set forth herein or extended by written agreement of the parties.
6. Termination. Either party may terminate this Agreement without cause by providing 30 days' written notice of intent to terminate. If the City is in in payment default for more than 30 days, the County shall cease all services under this Agreement, unless prior payment arrangements have been made and agreed upon. In the event of termination, the City shall pay all amounts due for services performed during the term of the Agreement.
7. Amendment. This Agreement shall not be amended or extended except in writing signed by both parties.
8. 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.

9. No Assignment. This Agreement is not assignable.
10. 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.
11. Contractual Relationship. 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.
12. County Employees. The County employees providing the services described herein shall be employees of the County and the County shall be responsibility for the payment of wages and other compensation due to said persons in compliance with all applicable federal, state, and other payroll requirements. The County shall provide workers compensation, tax withholding, and other benefits as may be appropriate. County employees that provide services specified herein shall not be eligible to participate in any benefits or retirement plan of the City.
13. Indemnification; Hold Harmless. The City expressly recognizes and agrees that it is solely responsible for the enforcement of animal control within its jurisdiction, and the County shall have no liability or responsibility for any damages or injury that result from or are related to animals within its jurisdiction 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 injury caused by or related to animals within its jurisdiction or allegedly resulting from the services provided by the County pursuant to this Agreement. 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 and City do not intend to and in no way waive any sovereign immunity rights that they possess.
14. Records Retention and Inspection. The parties shall retain all records related to this Agreement as required by law. Records shall be subject to inspection, review, or audit at all reasonable times.

15. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of, though not necessarily executed on, the Effective Date.

ATTEST:

CITY OF QUINCY, FLORIDA

By: _____
_____, CITY CLERK

By: _____

Mayor, City of Quincy City Commission

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

GADSDEN COUNTY, FLORIDA

By: _____
NICHOLAS THOMAS, CLERK

By: _____
BRENDA HOLT
Chairperson, Gadsden County Board of County
Commissioners

APPROVED AS TO FORM:

By: _____
DAVID J. WEISS
County Attorney

COUNTY OF GADSDEN

STATE OF FLORIDA

**INTERLOCAL AGREEMENT
BETWEEN
GADSDEN COUNTY, FLORIDA
AND
THE CITY OF QUINCY, FLORIDA
(ANIMAL CONTROL SERVICES)**

THIS INTERLOCAL AGREEMENT is made this ____ day of July, 2010, by and between the City of Quincy, a municipal corporation having administrative Offices at 404 West Jefferson Street, Quincy, Florida 32351 (City), and Gadsden County, a political subdivision of the State of Florida, with administrative offices at 1B East Jefferson Street, Quincy, Florida 32351(County).

WITNESSETH:

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

Whereas, the City and County are authorized, by Florida Statues 163.01et. seq., to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

Whereas, the County has determined the need to establish an Animal Control Program for the benefit of both City and County residents in enforcement of the County and City Animal Control Ordinances and laws of the State of Florida,

Now therefore, for and in consideration of the mutual covenants and benefits herein and for the good and valuable consideration, the City and County agree as follows:

1. Purpose of the Agreement

This Agreement establishes the mechanism whereby the County shall provide animal control services within the City of Quincy and will ensure the County and the City's animal control needs are met.

2. Animal Control Functions

The County is obliged to provide animal pick-ups, stray animal control and nuisance abatement, rabies control and bite investigation, animal cruelty investigations and other animal control services as called for in the County and City animal control ordinances and applicable State law.

Additionally, the County will provide 24- hour emergency response service to handle issues emergencies, generally defined as injured animals assistance, violent animals. The County will cease disposing of Animals in the landfill within the next 18 months, unless otherwise agreed to by the parties.

Persons providing the services defined herein for the Animal Control Program shall be considered employees of Gadsden County and not employees of the City of Quincy. The County assumes all responsibility as the employer of said persons/employees, including applicable federal, state, and other payroll requirements. The County shall provide worker's compensation coverage, tax withholdings and other benefits as may be appropriate. Gadsden County's employees that provide the services specified herein shall not be eligible to participate in any benefit or retirement plan of the City.

The County shall comply with all applicable statutes and ordinances relating to health and safety.

3. Terms of Agreement

This Agreement, and the period during which the County shall provide the services described herein, shall commence upon the signing of this Agreement and continuing for a period of five years retroactively to October 1, 2009. This Agreement may be terminated by either party hereto upon receipt by the other party, within 180 days of the end of the then fiscal year, of notice that the inter-local agreement is under review and receipt by the other party, within 90 days of the then existing fiscal year, of notice or intent to terminate.

The County will stop disposing of dead animals in the Byrd landfill within 18 months. The County is responsible for providing an alternate site and method of disposal at the conclusion of the 18 month period.

4. Reporting

The County Animal Service Director or designee shall provide the City, on a Quarterly basis, no later than 30 days from the quarters end a detail report of all services rendered to the City within the previous quarter. Included in the report will be calls for service; average response time to calls within the City and County; whether the call warranted an animal picked up; total animals picked up from within the City and County; total animals disposed of/destroyed, adopted or otherwise separated from animal services; total number of vicious animals reported, picked up or otherwise mitigated for return to previous owner; location and type of animal disposal (incinerator, land field, etc).

5. Funding

The City will reimburse the County, annually, \$31,920.00, plus \$3200.00 for overtime callback of Animal Control Officers, for a total of \$35,120.00; payment shall be paid in 4 equal installments, on a quarterly basis. Animal Control Officers will be an employee of the County. The cost operational costs of the animal control program, equipment, staff, and the shelter are included in the City's reimbursement payments.

The County will pay a \$5.00 animal disposal fee per non-city animal disposed of in the landfill; however, the fee will be suspended for 18 months from October 1, 2009.

6. Effective Date

This Agreement shall become effective, retroactively, to October 1, 2009 when filed in the office of the Clerk of the Circuit Court Gadsden County. The County shall be responsible for such filing as soon as this Agreement has been fully executed.

All prior agreements superseded. This document incorporates and includes all prior negotiations, correspondence, conversation, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon prior representations or agreements whether oral written.

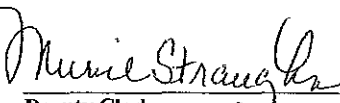
It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of dignity herewith.

IN WITNESS WHEREOF, the said municipal corporation in pursuance of due and legal action of its City Commission has executed these presents causing its name to be signed by its Mayor and its corporate seal to be affixed and Gadsden County, a political subdivision of the State of Florida, has caused these presents to be executed in its name by its Board of County Commissioners, acting by its Chairman of said Board, the day and the year first written above.

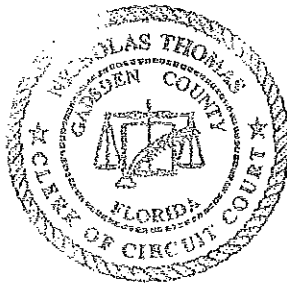
GADSDEN COUNTY, FLORIDA, a
Political Subdivision of the State Florida
Acting by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS


Eugene Lamb, Chairman

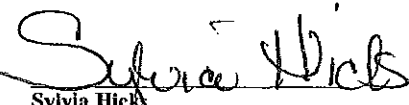
ATTEST: NICHOLAS THOMAS
Clerk of the Circuit Court


Deputy Clerk

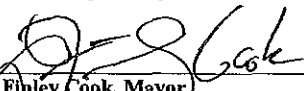
(Seal)



ATTEST:


Sylvia Hick
City Clerk

CITY OF QUNCY, FLORIDA
A Municipal Corporation


Finley Cook, Mayor
Presiding Officer of the City Commission

CITY OF QUINCY
Cash Requirements Report

By Vendor No

Vendor/ Invoice No	Vendor Name/ Invoice Date	Due Date 08.31.2015	Due Date 09.30.2015	Due Date 10.31.2015	Due Date 11.30.2015	Future Date	Retainage Amount	Invoice Amount
	10 UTILITY REFUNDS							
U!00005011	10.30.2015			1,200.84			0.00	1,200.84
U!00005012	10.30.2015			208.84			0.00	208.84
U!00005013	10.30.2015			84.80			0.00	84.80
	Vendor Total	0.00	0.00	1,494.48	0.00	0.00	0.00	1,494.48
	18 AMERICAN FUNDS							
00107648AA	07.16.2015	43.24-					0.00	43.24-
	Vendor Total	43.24-	0.00	0.00	0.00	0.00	0.00	43.24-
	23 PRE-PAID LEGAL SERVICES, INC.							
6650:81	10.09.2015			80.21			0.00	80.21
6658:83	10.23.2015			80.20			0.00	80.20
	Vendor Total	0.00	0.00	160.41	0.00	0.00	0.00	160.41
	26 FLORIDA POLICE BENEVOLENT							
6650:70	10.09.2015			195.00			0.00	195.00
6658:72	10.23.2015			195.00			0.00	195.00
	Vendor Total	0.00	0.00	390.00	0.00	0.00	0.00	390.00
	28 UNITED WAY OF BIG BEND							
6650:80	10.09.2015			110.00			0.00	110.00
6658:82	10.23.2015			110.00			0.00	110.00
	Vendor Total	0.00	0.00	220.00	0.00	0.00	0.00	220.00
	34 AFLAC WORLDWIDE HEADQUARTERS							
6650:52	10.09.2015			2,705.51			0.00	2,705.51
6650:53	10.09.2015			590.39			0.00	590.39
6653:2	10.09.2015			13.70-			0.00	13.70-
6653:3	10.09.2015			78.10-			0.00	78.10-
6658:55	10.23.2015			576.69			0.00	576.69
6658:56	10.23.2015			2,627.41			0.00	2,627.41
	Vendor Total	0.00	0.00	6,408.20	0.00	0.00	0.00	6,408.20
	39 AMERICAN GENERAL INSURANCE							
6650:50	10.09.2015			284.96			0.00	284.96
6658:52	10.23.2015			284.96			0.00	284.96
	Vendor Total	0.00	0.00	569.92	0.00	0.00	0.00	569.92
	62 Aflac Flexible Spending							
6658:53	10.23.2015			96.83-			0.00	96.83-
6658:80	10.23.2015			17.00			0.00	17.00
	Vendor Total	0.00	0.00	79.83-	0.00	0.00	0.00	79.83-
	224 Pitney Bowes, Inc.							
10182015	10.18.2015				1,005.00		0.00	1,005.00
	Vendor Total	0.00	0.00	0.00	1,005.00	0.00	0.00	1,005.00
	426 CONTINENTAL AMERICAN INSURANCE							
6650:54	10.09.2015			51.18			0.00	51.18
6658:54	10.23.2015			51.18			0.00	51.18
	Vendor Total	0.00	0.00	102.36	0.00	0.00	0.00	102.36
	856 UNIVERSITY OF SOUTH FLORIDA							
FACE-TRAINING2015	10.15.2015			480.00			0.00	480.00
	Vendor Total	0.00	0.00	480.00	0.00	0.00	0.00	480.00

CITY OF QUINCY
Cash Requirements Report

By Vendor No

Vendor/ Invoice No	Vendor Name/ Invoice Date	Due Date 08.31.2015	Due Date 09.30.2015	Due Date 10.31.2015	Due Date 11.30.2015	Future Date	Retainage Amount	Invoice Amount
	982 QUILL CORPORATION							
8726479	10.15.2015			87.71			0.00	87.71
8828188	10.20.2015			53.98			0.00	53.98
	Vendor Total	0.00	0.00	141.69	0.00	0.00	0.00	141.69
	4735 FIRST COMMUNICATIONS INC.							
SEPT-24-2015	09.24.2015				195.00		0.00	195.00
	Vendor Total	0.00	0.00	0.00	195.00	0.00	0.00	195.00
	5603 ALLSTATE AMERICAN HERITAGE LIF							
6650:49	10.09.2015			370.74			0.00	370.74
6658:51	10.23.2015			370.74			0.00	370.74
	Vendor Total	0.00	0.00	741.48	0.00	0.00	0.00	741.48
	5708 SOUTHEASTERN POWER ADMINISTRATION							
B-15-2599	08.06.2015		221,641.52				0.00	221,641.52
B-15-2882	09.09.2015			181,811.78			0.00	181,811.78
INV#B-15-3165	10.06.2015				173,139.33		0.00	173,139.33
	Vendor Total	0.00	221,641.52	181,811.78	173,139.33	0.00	0.00	576,592.63
	6597 Florida Combined Life/LTD							
6629:76	09.11.2015		514.07				0.00	514.07
6640:91	09.25.2015		696.60				0.00	696.60
6650:76	10.09.2015			691.59			0.00	691.59
6658:78	10.23.2015			690.83			0.00	690.83
	Vendor Total	0.00	1,210.67	1,382.42	0.00	0.00	0.00	2,593.09
	8982 FAIRFIELD INN BY MARRIOTT							
CONFIRM#87279390	10.15.2015			551.04			0.00	551.04
	Vendor Total	0.00	0.00	551.04	0.00	0.00	0.00	551.04
	9746 GADSDEN COUNTY ANIMAL SERVICES							
COQ2015-05	10.06.2015			8,780.00			0.00	8,780.00
	Vendor Total	0.00	0.00	8,780.00	0.00	0.00	0.00	8,780.00
	144958 CAPITAL HEALTH PLAN							
6650:56	10.09.2015			1,120.05			0.00	1,120.05
6650:58	10.09.2015			765.92			0.00	765.92
6650:60	10.09.2015			1,609.20			0.00	1,609.20
6650:62	10.09.2015			929.88			0.00	929.88
6650:63	10.09.2015			967.23			0.00	967.23
6650:64	10.09.2015			879.20			0.00	879.20
6650:65	10.09.2015			129.69			0.00	129.69
6653:4	10.09.2015			107.47			0.00	107.47
6658:59	10.23.2015			1,120.05			0.00	1,120.05
6658:60	10.23.2015			765.92			0.00	765.92
6658:61	10.23.2015			1,609.20			0.00	1,609.20
6658:64	10.23.2015			929.88			0.00	929.88
6658:65	10.23.2015			859.76			0.00	859.76
6658:66	10.23.2015			879.20			0.00	879.20
6658:67	10.23.2015			129.69			0.00	129.69
6659:11	10.23.2015			3,767.00			0.00	3,767.00
6659:12	10.23.2015			5,158.56			0.00	5,158.56
6659:13	10.23.2015			6,675.34			0.00	6,675.34
6659:14	10.23.2015			5,275.10			0.00	5,275.10

CITY OF QUINCY
Cash Requirements Report

By Vendor No

Vendor/ Invoice No	Vendor Name/ Invoice Date	Due Date 08.31.2015	Due Date 09.30.2015	Due Date 10.31.2015	Due Date 11.30.2015	Future Date	Retainage Amount	Invoice Amount
6659:15	10.23.2015			736.19			0.00	736.19
6659:5	10.23.2015			6,720.12			0.00	6,720.12
6659:7	10.23.2015			5,346.32			0.00	5,346.32
6659:8	10.23.2015			9,655.47			0.00	9,655.47
	Vendor Total	0.00	0.00	55,921.50	0.00	0.00	0.00	55,921.50
144959	BCBS - FLORIDA							
6629:65	09.11.2015		70.63				0.00	70.63
	Vendor Total	0.00	70.63	0.00	0.00	0.00	0.00	70.63
145064	PATIENTS FIRST							
PHYSICAL092915	09.29.2015				310.00		0.00	310.00
	Vendor Total	0.00	0.00	0.00	310.00	0.00	0.00	310.00
145087	WASTE PRO U.S.A.							
3094	09.30.2015			6,024.94			0.00	6,024.94
	Vendor Total	0.00	0.00	6,024.94	0.00	0.00	0.00	6,024.94
145218	FLORIDA COMBINED LIFE-DENTAL							
6650:57	10.09.2015			278.52			0.00	278.52
6650:59	10.09.2015			357.11			0.00	357.11
6650:61	10.09.2015			403.74			0.00	403.74
6653:5	10.09.2015			23.21-			0.00	23.21-
6658:57	10.23.2015			255.31			0.00	255.31
6658:62	10.23.2015			357.11			0.00	357.11
6658:63	10.23.2015			403.74			0.00	403.74
6659:10	10.23.2015			156.78			0.00	156.78
6659:6	10.23.2015			191.62			0.00	191.62
6659:9	10.23.2015			714.22			0.00	714.22
	Vendor Total	0.00	0.00	3,094.94	0.00	0.00	0.00	3,094.94
145219	Florida Combined Life/AD&D							
6617:77	08.14.2015	225.22					0.00	225.22
6621:94	08.28.2015	906.75					0.00	906.75
6629:77	09.11.2015		906.75				0.00	906.75
6640:92	09.25.2015		906.75				0.00	906.75
6650:77	10.09.2015			906.75			0.00	906.75
6658:79	10.23.2015			898.59			0.00	898.59
	Vendor Total	1,131.97	1,813.50	1,805.34	0.00	0.00	0.00	4,750.81
146816	ROBERT ANDERSON							
CODEENFCMNTTRAINING	10.15.2015				329.00		0.00	329.00
	Vendor Total	0.00	0.00	0.00	329.00	0.00	0.00	329.00
	REPORT TOTAL	1,088.73	224,736.32	270,000.67	174,978.33	0.00	0.00	670,804.05