

---

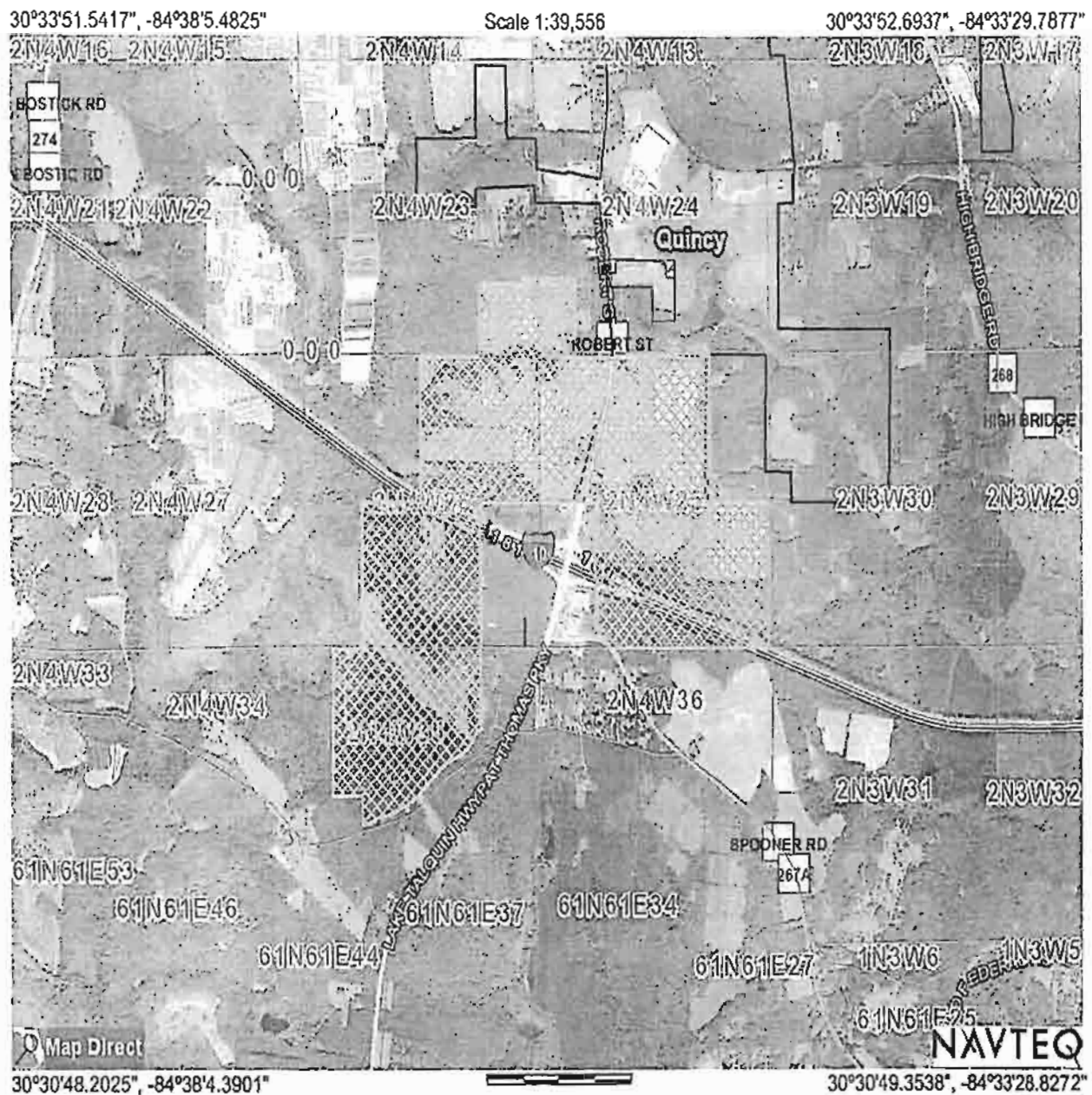
APPROVED:

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

ATTEST:

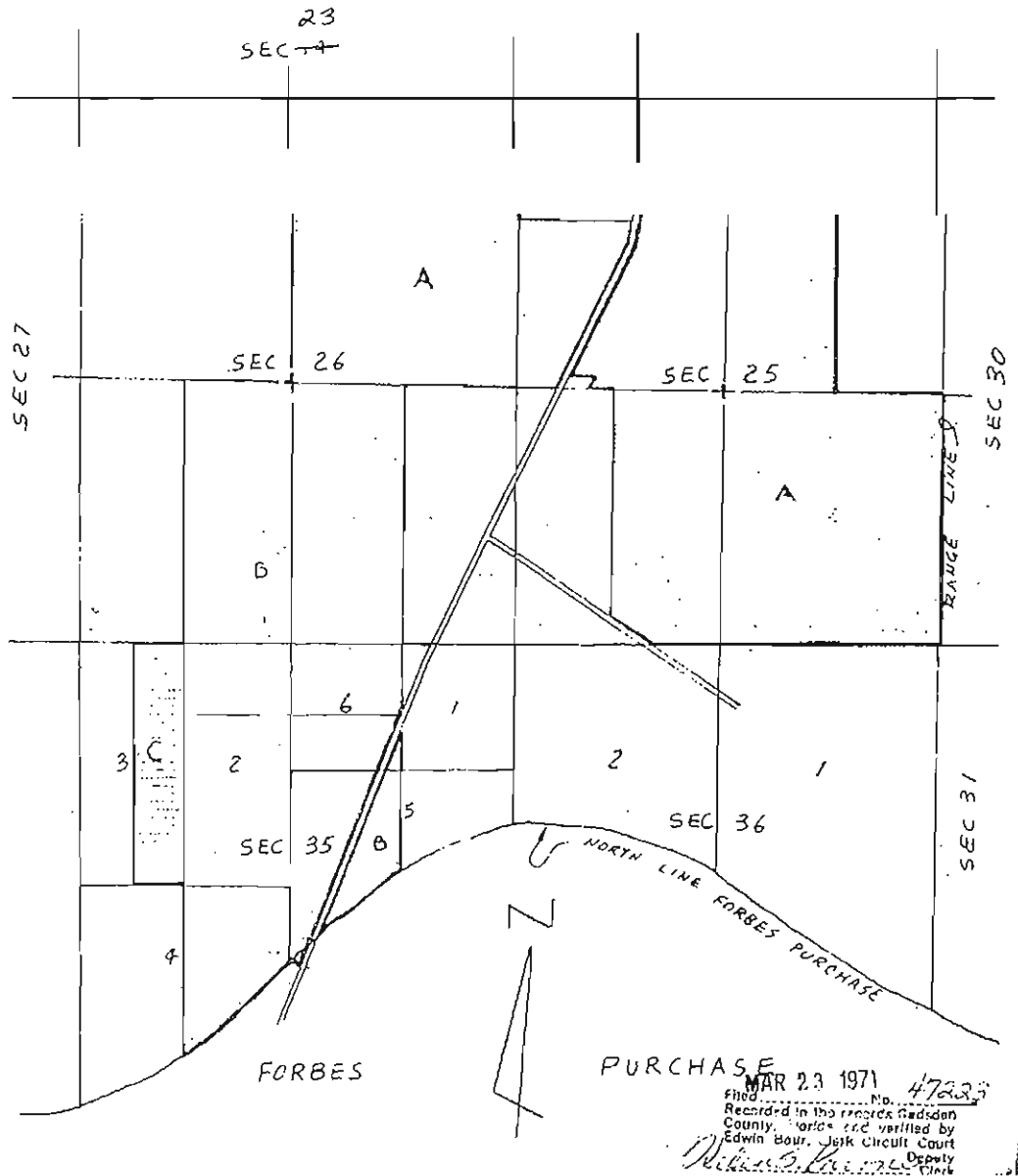
\_\_\_\_\_  
Sylvia Hicks, City Clerk

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



**Note:** The hatched area shows the annexed property.

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



**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

Date of Meeting: March 25, 2014

Date Submitted: March 18, 2014

To: Honorable Mayor and Members of the City Commission

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

Subject: Resolution Number 1312-2014 In Support of Grant Application for the Construction of Sidewalk on South Adams Street

---

**Summary and Statement of Issue:**

The City's staff is seeking the Commission's authorization to submit a grant application to the Capital Regional Transportation Planning Agency (CRTPA) that will be used to construct a sidewalk on the western side of South Adams Street, from Martin Luther King, Jr. Blvd to Clark Street. There is an existing sidewalk on Clark Street and on Martin Luther King, Jr. Blvd respectively; the proposed sidewalk will connect those existing sidewalks and provide a safe route for pedestrian users of the road. The sidewalk will be constructed in the street right-of-way; so, it will not involve any land acquisition. The grant application requires that the City express their support for the grant request through the passage of a resolution (a sample resolution of which was provided by the State). This is a no match grant; however, as a competitive grant, some extra points will be awarded to applicants that can provide a match. The cost of the project for which the City is seeking the grant is \$368,000.00; of which the City's staff will provide in kind work that will match \$48,500.00 (approximately 13.0 percent of the cost). The tasks that the City's staff will perform as a match are highlighted in yellow in the attached cost estimate. The City's aim is to convert this segment of Adams Street into an urban segment that will provide alternatives for the non-driving public and create a gateway to Tanyard Creek Park. Thus, if the City is successful in getting this grant, this project will constitute Phase I of Adams street road project contemplated by the City's staff. Subsequently, the City's staff will pursue other grant avenues and opportunities with FDOT for Phase II that will enable the improvement of the eastern side of the road segment to an urban form.

**Background:**

Adam Street (County Road 268) is a two-way arterial corridor from Georgia through Quincy to the southern part of Gadsden County, which, although heavily used by an

---

urban population, still functions, based on its design, as a rural roadway. The segment of Adams Street for which this project is proposed is one of the busiest roadway segments in the City because of its dual function as a corridor for north-south traffic and also for commuting between downtown Quincy and the large residential communities on South Adams Street. This segment of the road has some constraints that make it extremely challenging for pedestrian users of the road. This segment is hilly slopes into Tanyard Creek and on the two sides are very deep drainage ditches that drain into Tanyard Creek. Across Tanyard Creek is a narrow bridge that was constructed with no elbow room for pedestrian crossing. Due to the narrow nature of the road and bridge, pedestrians are always evading motorist through this segment to avoid being hit by motorists. The proposed grant request will enable the City to provide sidewalk on the western side of the street which will make it safer for pedestrian users of the road.

### **Project Description**

The proposed sidewalk will be constructed on the western side of the road and shall connect the existing sidewalk on the southern terminus of the project site (Martin Luther King, Jr. Blvd (formerly known as Experiment Station Road) with the existing sidewalk on the northern terminus (Clark Street). The project will encompass 3,000 linear feet of the existing two-lane arterial roadway that was constructed in 1965, which although runs through an urban area on the southern part of Quincy, did not include facilities for pedestrian and bicycle traffic. The segment of Adams Street for which the sidewalk is proposed is one of the busiest in Quincy because it connects the residents on the southern part of the City with the communities and amenities in the downtown and northern part of the City. In essence, it serves as the southern entrance corridor from the County to the downtown area of Quincy. Furthermore, this roadway segment is a primary access for the transport of goods and agricultural products from the southern part of Gadsden County to Georgia and vice versa. The absence of a sidewalk on this segment of the road makes it very dangerous and precarious for pedestrian users of the road.

The project is intended to be a two-phase project: Phase I involves upgrading the western side of the road regarding the location of the utility facilities: water, gas, sewer, electric and drainage and constructing a sidewalk within the right-of-way. Phase II involves upgrading the drainage facilities on the eastern part of the road and performing other improvements that will make it an urban roadway segment. The project will be performed within the existing right-of-way which is owned by Gadsden County; however, the City of Quincy handles the maintenance activities and also owns and maintains the utility facilities that are located in the right-of-way. Thus, the project will not involve any right-of-way acquisition. The estimated cost for Phase I is \$368,040.00. The City is seeking grant in this application that will enable the construction of Phase I of the proposed project of which the City will provide a match of about \$48,500.00 for certain activities as highlighted in the attached cost estimate for Phase 1.

---

### Safety Concern:

The primary reason for seeking the grant is to upgrade this roadway segment to an urban segment equipped with pedestrian facilities that will provide a safe route for the non-driving users of the road to walk which supports the goal of Chapter 339.175, Florida Statutes and the Center for Disease Control that encourages people to walk for fitness, transportation and fun. Located on the southern terminus of the project site, are numerous governmental facilities frequently utilized by residents of Quincy and the people from various parts of the County. They include Gadsden County School Board, Gadsden County Technical Institute, Carter Parramore Academy and the million-dollar Tanyard Creek multipurpose park equipped with a variety of recreational facilities and an Amphitheatre for live shows. Similarly, on the northern terminus of the project site, (Clark Street) is downtown Quincy where the County Courthouse, county offices, law offices, doctor's offices, restaurants, shopping and entertainment establishments are located. Essentially, downtown Quincy is the hub of commercial and governmental activities in the County. This segment of road gets extremely busy during major events such as Quincyfest, Octoberfest, rallies and other events organized on the Courthouse square. Similarly, concerts and outdoor events held at Tanyard Creek Park often draw large crowds through this segment since it represents the gateway to the beautiful Tanyard Creek Park. Thus, there is a lot of pedestrian traffic through this segment of Adams Street in order to access the amenities on the southern and northern terminus of the project site, yet there is no sidewalk to provide a safe route for pedestrians.

### Challenges and Unique Features of the Roadway Segment:

The segment of Adams Street for which this project is proposed has some very unique features and characteristics that make it extremely challenging for pedestrian users of the road. On the southern half of the segment is a hill that slopes into Tanyard Creek about 2,000 feet to the south and on the two sides of that portion of the segment are very deep drainage ditches that drain into Tanyard Creek. Across Tanyard Creek is a narrow bridge that was constructed with no elbow room for pedestrian crossing. Overall the entire road segment is very narrow and poses a challenge to pedestrians.

### Conclusion:

Staff believes that this is a very important project that will benefit the residents of the City because it will provide a safe route on Adams Street for pedestrian users of the road.

---

**Options:**

Option 1: Approve Resolution Number 1312-2014 in support of grant application to construct sidewalk on South Adams Street.

Option 2: Do not approve Resolution Number 1312-2014.

**Recommendation**

Option 1

**Attachments:**

1. Resolution Number 1312-2014
2. Cost Estimate for Sidewalk Project

**ATTACHMENT 1**

**RESOLUTION NUMBER 1312-2014**

A RESOLUTION BY THE CITY OF QUINCY, FLORIDA, TO CONTINUE TO SUPPORT CONSTRUCTION OF SIDEWALKS WITH TRANSPORTATION ALTERNATIVE PROGRAM FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, walking helps meet the goals of Chapter 339.175, Florida Statutes Metropolitan Planning Organization to serve the mobility needs of people while minimizing transportation related fuel consumption and air pollution; and

**WHEREAS**, the Center for Disease Control (CDC) encourages people to walk for fitness, transportation and fun; and

**WHEREAS**, MAP-21, the Moving Ahead for Progress in the 21st Century Act (P.L. 112-141), was signed into law by President Obama on July 6, 2012, to address growing concerns about air quality, open space and traffic congestion. The Transportation Alternative Program (TAP) strengthens the cultural, aesthetic and environmental aspects of the Nation's intermodal transportation system; and

**WHEREAS**, the City of Quincy supports the goal of the CDC and is desirous of creating a safe environment and route for its citizens to walk; and

**WHEREAS**, the Capital Regional Transportation Planning Organization is committed to assisting local governments in their effort to provide safe routes for the walking public; and

**WHEREAS**, this support is consistent with the Capital Regional Transportation Planning Organization (TPO), FDOT, CDC and MAP-21 policies supporting alternative means of transportation.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY OF QUINCY, FLORIDA THAT:** the citizens of Quincy support the Adams Street Restoration and sidewalk project that will connect the existing sidewalk on Martin Luther King, Jr. Boulevard (MLK BLVD) with the sidewalk on Clark Street in order to provide an alternative mode of transportation and safe route along Adams Street for non-vehicular users of the road.

**PASSED AND DULY ADOPTED BY THE CITY OF QUINCY on this 25<sup>th</sup> day of March, 2014.**

APPROVED

\_\_\_\_\_  
Keith A. Dowdell  
Mayor and Presiding Officer of  
The City Commission of the City of Quincy, FL

ATTEST:

\_\_\_\_\_  
Sylvia Hicks,  
Clerk of the City of Quincy and  
Clerk of the City Commission thereof



**ATTACHMENT 2**

**ESTIMATED COST OF:  
ADAMS STREET SIDEWALK PROJECT**

	<b>Budgetary Estimate-Utility Department</b>	
	<b>Project Title: Adams St. Restoration Project</b>	
	<b>Date Submitted: 1/31/14</b>	
	<b>Produced By: Mo Cox</b>	

**Notes/Exclusions:**  
**Highlighted**  
**Yellow Projected**  
**City of Quincy**  
**Expensives**

The Adams Street Sidewalk Project has been developed for that portion of Adams Street from Clark Street south to Martin Luther King. Phase 1 of the project is proposed to take place on the west side of the ROW and be handicapped accessible the entire way. Project is projected to be completed within 90 calendar days by private contractors. The plan will keep at least one lane traffic on Adams Street for the extent of the project. Quantities are estimates only and are subject to change.

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Ext. Cost</b>
				\$	\$
001	Mobilization	1	LS	25,000.00	25,000.00
				\$	\$
002	Survey/As-Builts	1	LS	4,500.00	4,500.00
				\$	\$
003	Testing	1	LS	1,500.00	1,500.00
				\$	\$
004	Maintenance of Traffic	1	LS	17,500.00	17,500.00
				\$	\$
005	Erosion Control/Silt Fencing	4000	LF	0.75	3,000.00
				\$	\$
006	Erosion Control/Ditch Checkdams	8	EA	200.00	1,600.00
				\$	\$
007	Erosion Control/Turbidity Barrier	60	LF	15.00	900.00
				\$	\$
008	Utility Assistance	1	LS	2,500.00	2,500.00

009	Clearing and Grubbing	1	AC	\$ 12,000.00	\$ 12,000.00
010	Piping on West ROW (24" to 36")	1600	LF	\$ 40.00	\$ 64,000.00
011	Type C DBI	6	EA	\$ 1,750.00	\$ 10,500.00
012	Excavation/Export-Import	1	LS	\$ 10,000.00	\$ 10,000.00
013	Excavation/Site Grading	5000	SY	\$ 10.00	\$ 50,000.00
014	5' Sidewalk	16375	SF	\$ 5.00	\$ 81,875.00
015	60' Walking Bridge (HC Accessible)	1	LS	\$ 10,000.00	\$ 10,000.00
016	Sidewalk Rails	450	LF	\$ 25.00	\$ 11,250.00
017	HC Ramps	4	EA	\$ 500.00	\$ 2,000.00
018	Stripping/Stop Bars	45	LF	\$ 5.00	\$ 225.00
019	Stripping/Cross Walks	580	LF	\$ 2.50	\$ 1,450.00
020	Sod	32000	SF	\$ 0.24	\$ 7,680.00
021	Planning Activities	1	LS	\$ 15,000.00	\$ 15,000.00
022	Project Development and Environmental	1	LS	\$ 7,500.00	\$ 7,500.00
023	Construction Engineering and Inspection	1	LS	\$ 4,500.00	\$ 4,500.00
024	Engineering and Final Plans Prep.	1	LS	\$ 23,560.00	\$ 23,560.00
					\$ -
					\$ -
<b>Totals</b>					<b>\$ 368,040.00</b>

---

**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: March 25, 2014  
Date Submitted: March 20, 2014  
To: Honorable Mayor and Members of the Commission  
From: Audit Selection Committee: Max T. Clark, Catherine Robinson and Jack L. McLean Jr.  
Subject: Selection of External Auditor

---

**Issue:**

Florida State Statute 218.391 requires that municipalities establish "an audit committee ... , the primary purpose of the audit committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in Section 218.391. Municipalities, such as the City of Tallahassee and the City of Sanford, expanded the duties of an audit committee to include audit monitoring responsibilities.

**Background:**

In 2008, the City completed its RFP process for professional services to provide auditing services. The selected firm signed a five year audit contract with an option to extend the contract for 2 additional years. With contract extensions, the firm's auditing services with the City will terminate with the completion of the FY 2012 audit. The due date for the FY 2013 audit is June 30, 2014.

The Commission on February 11, 2014, approved the auditor selection committee and the issuance of an RFP for professional services to provide auditing service. The deadline for submission of a responsive bid was Friday, 3/14/14, @ 4:00 p.m. Staff published the RFP in the Tallahassee Democrat and local newspapers. In addition to the RFP publication, staff called firms who have done auditing business with the City in the past and/or expressed an interest in providing auditing services to the City of the RFP. The following firms responded to the RFP:

Harvey, Covington & Thomas (Tallahassee/Hollywood FL)  
Powell & Jones (Lake City)  
Warren Averett (Destin)  
Moran & Smith (Quincy)  
BCA Watson Rice (Tallahassee)

---

### **Analysis/Discussion:**

The Audit Selection Committee met on March 17, 2014 to review and rank the bids using the RFP scoring system. Points were awarded for expertise and experience and audit approach. The attached audit scoring matrix represents the consensus of the committee.

The RFP scoring system allowed the committee to consider other factors when ranking the three highest firms. The committee's comments are shown in the audit scoring matrix and those comments provide additional insight on the committee's consensus. After consideration of the raw mathematical score, the proximity of firms' staffing, and the results of reference calls, the committee ranked the three highest firms in the following order: 1. Moran & Smith; 2. Harvey, Covington & Thomas and 3. Warren Averett. Pricing though solicited was not a factor in the ranking. After the ranking of the top three firms, the next step is to negotiate a contract with the top ranked firm. If a suitable contract is not reached with the top ranked firm, negotiation will begin with the next firm.

### **Recommendation**

Staff recommends to the City Commission the approval of the ranking and to authorize staff to begin negotiation with Moran & Smith for a contract to provide professional auditing services. Moran & Smith indicated that it will begin auditing the City's finances on April 23, 2014 and commits to have the audit completed on or before June 30, 2014.

### **Options:**

**Option 1:** Approve the firm rankings and authorize staff to begin negotiation with the number one ranked firm, Moran & Smith for a professional auditing contract that will be submitted to the Commission for approval.

**Option 2:** Do not approve the firm rankings and direct staff to continue the selection process for a firm to proposed contract to provide professional auditing services.

### **Staff's Recommendation:**

Option 1

### **Attachments**

Individual Firm Responses  
Audit Scoring Matrix

	Max. Points	HCT-CRI	P & J	WA	M & S	BCA
<b>Expertise &amp; Experience</b>						
1. Past Experience	20	0				0
Location		17	15	17	15	20
2. Quality of Personnel	25	25	0	0	10	0
3. Single Audit-Federal & State	10	10	15	20	18	20
			10	10	10	
<b>Audit Approach</b>						
1. Proposed Staffing	16	10	10	12	10	12
2. General Approach	10	10	10	10	10	17
3. Sampling Techniques	5	5	5	5	5	5
4. Analytical Procedures	5	5	5	5	5	5
5. Approach to EDP Systems	5	5	5	5	5	5
<b>Total</b>	<b>95</b>	<b>87</b>	<b>75</b>	<b>84</b>	<b>88</b>	<b>84</b>

<b>Cost</b>		108,500.00	82,200.00	80,000.00	88,500.00	112,000.00
Experience		subcontract, 20 years, 28 largest in US, 3rd largest in SE, Over 500 gov't clients	No subcontract, 31 yrs, 45 gove/public agencies		25 years	39 years
Location		Contract firm located in Tallahassee	Lake City	Destini/Ft. Walton Beach	Quincy	Tallahassee
2. Quality of Personnel		Teach accounting courses to CPAs				
3. Single Audit-Federal & State		Experienced	Complete 31	Experienced	none dmention	Experienced
<b>Audit Approach</b>						
1. Proposed Staffing		7 members w/103 years exp.	8 auditors/56+yrs exp.	5 professionals w/66 yrs exp	7 members/91+ yrs exp	5 members
2. General Approach		Evaluate computer system				
3. Sampling Techniques						
4. Analytical Procedures						
Comments		Audited Riviera Beach n	Small firm how will they manage all of their client	Larry Edwards' neice works for firm, audited small gov'ts	Served on audit staff for quincy in late 80's, worked with small cities/towns	Current auditing firm, COQ auditors since 2001

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

Date of Meeting: March 25, 2014  
Date Submitted: March 20, 2014  
To: Honorable Mayor and Members of the City Commission  
From: Jack L. McLean Jr., City Manager  
Bernard O. Piawah, Director, Building and Planning  
Subject: Downtown Master Plan Contract

---

**Statement of Issue:**

This is a request for the City Commission's authorization to sign the contract for the preparation of the Quincy Downtown Master Plan. On February 11, 2014, the City's staff presented to the Commission the ranking of candidates that participated in the bid process for the preparation of Quincy Downtown Master Plan. Four nationally recognized companies with strong backgrounds in master plan preparation were interviewed: Tindale-Oliver and Associates; Kimley-Horn and Associates; Genesis Group; and Atkins/Joel Sampson and Associates (a local candidate). It was reported to the Commission that Atkins Inc/Joel Sampson and Associates ranked the highest and the Commission directed staff to negotiate a contract with them. Atkins Inc. has agreed to prepare the master plan, based on the scope of work provided by the City's staff, for the cost of \$50,000.00, which is consisted with the City's budget for this project. Attached to this agenda item is the scope of work and the contract. The City's staff is asking the Commission to authorize the City Manager to sign the contract upon review by the City attorney.

**Options:**

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

**Staff Recommendation:**

Option 1

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

---

**ATTACHMENT 1**

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

Date of Meeting: February 11, 2014

Date Submitted: February 6, 2014

To: Honorable Mayor and Members of the City Commission

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

Subject: Candidate Selection for Downtown Master Plan Preparation

---

**Statement of Issue:**

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

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

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

**Ranking of Applicants:**

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

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

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

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



---

**Options:**

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

**Staff Recommendation:**

Option 1



Atkins North America, Inc.  
1600 RiverEdge Parkway, NW, Suite 600,  
Atlanta, Georgia 30328  
Telephone: +1.770.933.0280  
[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

March 19, 2014

Dr. Bernard Piawah, Director  
Quincy Building and Planning Department  
404 W. Jefferson Street  
Quincy, Florida 32351

Re: Quincy Downtown Master Planning Proposal

Dear Dr. Piawah:

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

**MASTER PLAN PREPARATION TASKS**

**Task 1: Inventory and Public Involvement**

**1.1 Project Management:**

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

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

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

**1.3 Project Kick-off Meeting:**

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

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

#### 1.4 Physical Inventory:

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

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

Factors affecting economic vitality (current and future needs):

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

#### 1.5 Public and Stakeholder Input:

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

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

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

#### **Task 2: Implementation Strategy**

- 2.1 In coordination with the Public Meetings, The Design Team shall meet with the City Project Manager and the City Manager to discuss the Issues, Opportunities and recommendations. The City shall be responsible for locating and securing the presentation space, and circulating the invitation.
- 2.2 The Design Team shall develop draft master plan and sketches that show private development opportunity sites, streets, public improvements, urban form principles, provide recommendations on development guidelines, and land development code (if needed). The Design Team will make available the design recommendations for additional stakeholder input and to facilitate problem solving. The draft maps presented shall include a map or maps of the downtown area that includes the following features:
  - a. A clearly defined and identifiable footprint for the downtown that will provide for an economically viable downtown.
  - b. A plan that creates a distinctive boundary and look for the downtown.
  - c. A pedestrian plan that aesthetically links Downtown Quincy with the historic residential districts on the north, and also links the downtown with the eastern and western cemeteries in a manner that will enhance tourist attraction.
  - d. A pedestrian plan that makes Downtown Quincy pedestrian friendly.
  - e. A pedestrian plan that properly links the downtown with Tanyard Creek Park on the south in a recognizably distinctive and appealing manner.
  - f. A bicycle path plan that links Downtown Quincy with Tanyard Creek Park and with the Quincy Havana Bike Trail on State Road 12.

## Task 3: Final Product Development & Public Presentation

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

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

#### **Task 4: Financing Mechanism for Achieving Downtown Objectives**

##### **4.1 Financing opportunities and development strategies.**

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

##### **4.2 Design Standards**

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

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

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

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

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

**EXHIBIT B  
PAYMENT PLAN**

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

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

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

*Atkins proposes to provide these services for a Lump-Sum Fee of \$50,000.00.* Reimbursable expenses for the project, such as printing, photography, reproduction, couriers, travel, mileage, etc., are included in the lump-sum amount. Invoices are mailed monthly and are due within 30 days. At the current time, this Master Planning proposal does not include a detailed market study from an economic research firm, nor does it include the Design Team producing detailed working drawings that can be used for construction purposes. Should these services be requested Atkins can provide a proposal at the appropriate time. Any additional services requested that are not specifically identified in the above scope of services will be considered outside this scope of work and be considered an extra service. Atkins shall seek the City of Quincy authorization prior to proceeding with the additional service request.

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

Sincerely,



John Boudreau, RLA

Group Manager, Planning and Landscape Architecture



# ATKINS

## PROFESSIONAL SERVICE AGREEMENT

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

CLIENT: The City of Quincy

ADDRESS: Quincy Building and Planning Department  
404 W. Jefferson Street, Quincy, Florida 32351

CONTACT PERSON: Dr. Bernard Plawah (boplawah@myquincy.net)

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

SHORT TITLE: Quincy Master Plan

PROJECT NUMBER: \_\_\_\_\_

IS CLIENT FEE OWNER OF PROJECT?

YES  NO  N/A

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

NAME/ADDRESS OF OWNER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DOES CLIENT HAVE OWNER'S AUTHORITY FOR THESE SERVICES?

YES  NO  N/A

1. LEGAL DESCRIPTION OF PROJECT SITE:

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

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

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

- Direct personnel expense plus a surcharge of \_\_\_\_\_, plus reimbursable costs.\*
  - A Lump-Sum charge of \_\_\_\_\_, plus out-of-pocket expenses.
  - Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.\*
- \* See explanation under Item number 5 below.

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

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

CLIENT: \_\_\_\_\_

ATKINS NORTH AMERICA, INC.

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TYPED NAME: \_\_\_\_\_

TYPED NAME: John Boudreau, RLA

TITLE: \_\_\_\_\_

TITLE: Group Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 18%, and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment. It is understood and agreed that ATKINS' services under this Agreement are limited to those described in Item 2 hereof (and Attachment A, if applicable) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

6. **DOCUMENTS:** All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from ATKINS' services under this Agreement are and remain the property of ATKINS as instruments of service. Where such documents are required to be filed with governmental agencies, ATKINS will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at Client's or others' sole risk without liability or legal exposure to ATKINS unless approved in writing by ATKINS prior to such reuse.
7. **INVOICE PROCEDURES AND PAYMENT:** ATKINS shall submit invoices to the Client for work accomplished during each financial month. For services provided on a Lump Sum basis, the amount of each financial monthly invoice shall be determined on the "percentage of completion method" whereby ATKINS will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by ATKINS as soon as possible after the end of the financial month in which the work was accomplished and shall be due and payable by the Client upon receipt. The Client agrees that the financial monthly invoice from ATKINS is correct, conclusive, and binding on the Client unless the Client within twenty (20) working days from the date of receipt of such invoice, notifies ATKINS in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

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

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

8. **COST ESTIMATES:** Client hereby acknowledges that ATKINS cannot warrant that any cost estimates provided by ATKINS will not vary from actual costs incurred by the Client.
9. **LIMIT OF LIABILITY:** The limit of liability of ATKINS to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.
10. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, ATKINS shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall ATKINS be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.
11. **INSURANCE:** ATKINS shall at all times carry Workers' Compensation Insurance as required by statute, commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that ATKINS be named as an additional insured on insurance coverages provided by contractors on the Project.
12. **ASSIGNMENT:** Neither the Client nor ATKINS will assign or transfer its interest in this Agreement without the written consent of the other.
13. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment A, or the services of ATKINS called for under this Agreement, is/are suspended, canceled, terminated or abandoned by the Client, ATKINS shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.

ATKINS may terminate this Agreement for cause by giving Client seven (7) days written notice of the cause and seven (7) days in which to cure the cause or breach. ATKINS shall be compensated for all work performed up to the date of termination.

14. **ENTIRETY OF AGREEMENT:** This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.
15. **PERMITTING:** In cases where the scope of services requires ATKINS to submit, on behalf of the Client, a permit application and/or approval by a third party to this contract, ATKINS does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by ATKINS is not contingent upon the successful acquisition of these permits.
16. **WAIVER:** Any failure by ATKINS to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and ATKINS may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
17. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, ATKINS shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.
18. **DISPUTE RESOLUTION:** If a dispute arises out of or related to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by ATKINS.
19. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.
20. **LIMITED COPYRIGHT LICENSE:** ATKINS grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by ATKINS as "Reproduction Authorized."
21. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of ATKINS, its successors and assigns unless licensed or assigned by ATKINS pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including without limitation all: inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

Date of Meeting: March 25, 2014

Date of Submitted: February 4, 2014

To: Honorable Mayor and Commissioners

From: Jack L. McLean Jr., City Manager  
Walter McNeil, Chief of Police

Subject: Lease of (4) New Police Vehicles

---

**Statement of Issue:**

The Quincy Police Department requests the approval and authorization of the Quincy City Commission to lease four (4) new police vehicles via State of Florida contract from Garber Chevrolet Buick GMC Truck located in Green Cove Springs, Florida. The price of the three (3) fully equipped police vehicles that will be used for general marked unit patrol operations is \$28,526.70 per vehicle and the price of the fourth (4) vehicle that will serve as a fully equipped K-9 patrol unit has a cost of \$37,434.92. The total cost of the four (4) vehicles via State of Florida contract from Garber Chevrolet Buick GMC Truck is \$123,015.02.

This request for a five (5) year lease agreement with Bancorp Bank commits the City to annual payments of \$27,378.22 over the five (5) year life of the lease. Staff is recommending that the funding for this lease agreement come from the Police Department Operating Line Item 001-220-521-70711, which is funded at \$28,000.00 and Operating Line Item 001-220-521-60644, which is funded at \$27,403.00. The total expenditure at the end of the five years lease agreement will be \$136,891.01. Please note that at the end of the lease agreement, the City of Quincy will be able to purchase the vehicles for \$1.00 each.

**Background:**

The Police Department currently has a fleet of eight (8) marked police vehicles, comprised of Ford Crown Victoria Police Sedans. For the last three years, the Police Department has attempted to adhere to the police industry standard of replacing vehicles with more than 80,000 miles which should mean an operational life of the police car to be about five to six years under driving conditions in the City of Quincy. Over the past three years, the Police Department has purchased only three (3) new police vehicles. Currently, five (5)

---

of the eight (8) marked patrol vehicles have miles of operation that exceed the 80,000 mile replacement standard.

**Analysis:**

Commissioners, this lease option allow us to spread the cost of the four vehicles over five fiscal years rather than all at once.

**Options:**

Option 1: Approve the purchase of four (4) police vehicles from Garber Chevrolet Buick GMC Truck from the State of Florida contract purchasing process, with financing of this purchase via a five (5) year lease agreement with Bancorp Bank.

Option 2: Disapprove the purchase of four (4) police vehicles from Garber Chevrolet Buick GMC Truck from the State of Florida contract purchasing process, with financing of this purchase via a five (5) year lease agreement with Bancorp Bank.

**Staff Recommendation:**

Option 1

**Attachments:**

Vehicles specifications from Garber Chevrolet Buick GMC Truck

Lease agreement with Bancorp Bank

Addendum to Master Lease Agreement Municipal

Quincy Police Department's vehicle mileage sheet



Commodity Code	071-131
Line Number	1
Unit Description	CC10706, PPV

Prepared for: \_\_\_\_\_ Prepared by: \_\_\_\_\_

1/29/2014  
 Quincy Police Department  
 Attn: Chief Walt McNeil  
 w.mcneil@myquincy.net  
 850-728-3450

**Garber Chevrolet Buick GMC Truck**  
 Ryan Davis  
 (904) 264-2442 ext.2350 FAX: (904) 284-0054  
 3340 Hwy 17 Green Cove Springs, FL 32043  
 rdavis@garberautomall.com

*I appreciate your interest and the opportunity to quote. Prices are published by the State of Florida Department of Management Services. ([http://dms.myflorida.com/contract\\_search/\(category\)/18](http://dms.myflorida.com/contract_search/(category)/18)). Purchasing contract number is 071.000.13.1, expiring October 31st, 2013 for ITB 071-000-S motor vehicles. If you have any questions regarding this quote please call*

				Base Price
CC10706, PPV		2014 Chevrolet Tahoe 4dr 2WD Police		\$25,564.00
Codes	Optional Equipment	OEM Msrp	OEM Disc. 62.00%	Net Price
*** 2014 Model Carryover Pricing from 2013 Contract ***				
1FL	Commercial Preferred Equipment Group	Included	\$0.00	\$0.00
PPV	Identifier for Police Vehicle	Included	\$0.00	\$0.00
LMG	Engine, Vortec 5.3L V8 Flexfuel	Included	\$0.00	\$0.00
MYC	Transmission, 6-Speed Automatic	Included	\$0.00	\$0.00
K6T	Batteries, Dual, 660 Cold-Cranking Amps	190	(\$117.80)	\$72.20
7X6	Spotlamp, Left-Hand	460	(\$285.20)	\$174.80
BNS	Switches, Rear Window Inoperative	56	(\$34.72)	\$21.28
6B2	Door Handles, Inside Rear Doors Inoperative	66	(\$40.92)	\$25.08
6N6	Door Locks, Inside Rear Doors Inoperative	66	(\$40.92)	\$25.08
B85	Bodyside Moldings	100	(\$62.00)	\$38.00
9GB	Headlamps, Daytime Running Lamps and Auto Control Delete	1	(\$0.62)	\$0.38
G80	Locking Rear Differential	295	(\$182.90)	\$112.10
State of Florida 071 Contract Aftermarket Options:				
PB	Push Bumper (Setina, Go Rhino or Equivalent)	496	\$0.00	\$496.00
NS	Nitesaver Auxiliary Dome Lamp	96	\$0.00	\$96.00
HLTL	Alternating Headlamp/Taillamp Flashers	96	\$0.00	\$96.00
3B	Console Accessory 12-volt Outlets Bank (3)	46	\$0.00	\$46.00
Additional Aftermarket Options:				
WPUMP	Whelen Premium Unmarked Patrol Package -inc.: Front and Rear Full Width Inner Edge Super-LED System with LED Take-downs Vertex 4-Corner Super-LED System 295SLSA6 Combo Light/Siren Controller SA315P Siren/Speaker and Bracket	2496	\$0.00	\$2,496.00
TAD8	Whelen Dominator 8 Super-LED 30" Low Profile Rear Traffic Advisor	662	\$0.00	\$662.00
DBKT6	Whelen Bracket for Traffic Advisor	Included	\$0.00	\$0.00
LINZ6-B	Whelen LINZ6 Series Super-LED 4"x2" Signals (Blue x2; Push Bumper Sides)	294	\$0.00	\$294.00
SLP-RB	Whelen SlimLighter Super-LED 16"x2" Signals (Red/Blue x 2; for Rear Side Windows)	752	\$0.00	\$752.00
C-V8-DW13-TAM-1	Havis Center Console with Cupholders and Armrest	496	\$0.00	\$496.00
LAPTOP	Havis Universal Laptop Stand	396	\$0.00	\$396.00
MZL-90	AC/DC Industries Battery Run-Down Protection with Timer and 6-Fuse Output	279	\$0.00	\$279.00
PARTITION	Cage with 1/2 Expanded Metal/Lexan, w/ Slider, Full Width Extension Panel	779	\$0.00	\$779.00
SEAT	Rear Transport Seat and Cage Behind 2nd Row	714	\$0.00	\$714.00
INSTALL	EVT Certified Installation -inc.: Labor, Wire, Loom, Hardware	475	\$0.00	\$475.00
PAINT	Paint and Graphics Package	746	\$0.00	\$748.00
K9	American Aluminum K-9 Unit with Water Bowl and Hot & Pop System with Alarm/Pager	2579	\$0.00	\$2,579.00
T&D	Temporary Tag and Delivery to Any Location in Florida	Included	\$0.00	\$0.00
<b>TOTAL PURCHASE AMOUNT PER VEHICLE</b>				<b>\$ 37,434.92</b>

COLORS: Summit White (60U) exterior; Ebony Premium Cloth Front with Vinyl Rear Bench (19C, 6T6) interior



Quincy Police Department

Commodity Code	071-111
Line Number	1
Unit Description	1WS19, 9C1

Prepared for: \_\_\_\_\_ Prepared by: \_\_\_\_\_

1/29/2014  
 Quincy Police Department  
 Attn: Chief Walt McNeill  
 w.mcneil@myquincy.net  
 850-728-3450

**Garber Chevrolet Buick GMC Truck**  
 Ryan Davis  
 (904) 264-2442 ext.2350 FAX: (904) 284-0054  
 3340 Hwy 17 Green Cove Springs, FL 32043  
 rdavis@garberautomall.com

*I appreciate your interest and the opportunity to quote. Prices are published by the State of Florida Department of Management Services. ([http://dms.myflorida.com/contract\\_search/\(category\)/18](http://dms.myflorida.com/contract_search/(category)/18)). Purchasing contract number is 071.000.14.1, expiring October 31st, 2014 for ITB No. 10-071-000-C Motor Vehicles. If you have any questions regarding this quote please call*

				Base Price
1WS19, 9C1		2014 Chevrolet Impala Limited 4dr Sedan Police		\$19,986.00
Codes	Optional Equipment	OEM Msrp	OEM Disc 53.00%	Net Price
3FL	Preferred Equipment Group	Included		\$0.00
LFX	Engine, 3.6L SiDi DOHC V6 VVT	Included		\$0.00
MX0	Transmission, 6-Speed Automatic	Included		\$0.00
9C1	Marked Police Package	Included		\$0.00
6A3	Floor Covering, HD Vinyl	90	(\$47.70)	\$42.30
RUF	Wheel, Full Size Spare and Tire	170	(\$90.10)	\$79.90
7X6	Spotlamp, Left-Hand	285	(\$151.05)	\$133.95
6N5	Window Switches, Inside Rear Window Inoperative	35	(\$18.55)	\$16.45
6N6/6B2	Door Locks and Handles, Inside Rear Doors Inoperative	55	(\$29.15)	\$25.85
9G8	Daytime Running Lamps and Automatic Headlamp Control, Delete	0	\$0.00	\$0.00
AMF	Keys, 6 Cut with Integrated Remote Keyless Entry	75	(\$39.75)	\$35.25
19G	Seats, Front Bucket Cloth with HD Vinyl Rear Bench	Included	\$0.00	\$0.00
<b>State of Florida 071 Contract Aftermarket Options:</b>				
PB	Push Bumper (Setina, Go Rhino or Equivalent)	496	\$0.00	\$496.00
NS	Nitesaver Auxiliary Dome Lamp	96	\$0.00	\$96.00
HLTL	Alternating Headlamp/Taillamp Flashers	96	\$0.00	\$96.00
3B	Console Accessory 12-volt Outlets Bank (3)	46	\$0.00	\$46.00
<b>Additional Aftermarket Options:</b>				
WPUMP	Whelen Premium Unmarked Patrol Package -inc : Front and Rear Full Width Inner Edge Super-LED System with LED Take-downs Vertex 4-Corner Super-LED System 295SLSA6 Combo Light/Siren Controller SA315P Siren/Speaker and Bracket	2496	\$0.00	\$2,496.00
TAD8	Whelen Dominator 8 Super-LED 30" Low Profile Rear Traffic Advisor	662	\$0.00	\$662.00
LINZ6-B	Whelen LINZ6 Series Super-LED 4"x2" Signals (Blue x2; Push Bumper Sides)	294	\$0.00	\$294.00
QVBS 1024 PART 1 1MM	Havis Center Console with Cupholders and Armrest	496	\$0.00	\$496.00
LAPTOP	Havis Universal Laptop Stand	396	\$0.00	\$396.00
MZL-60	AC/DC Industries Battery Run-Down Protection with Timer and 6-Fuse Output	279	\$0.00	\$279.00
PARTITION	Cage with 1/2 Expanded Metal/Lexan, w/ Slider, Full Width Extension Panel	779	\$0.00	\$779.00
INSTALL	EVT Certified Installation -inc.: Labor, Wire, Loom, Hardware	425	\$0.00	\$425.00
XTL2500	Motorola XTL2500 Radio	900	\$0.00	\$900.00
PAINT	Paint and Graphics Package	746	\$0.00	\$746.00
T&D	Temporary Tag and Delivery to Any Location in Florida	Included	\$0.00	\$0.00
<b>TOTAL PURCHASE AMOUNT PER VEHICLE</b>				<b>\$ 26,526.70</b>

COLORS: Summit White (60U) exterior; Ebony Cloth (19G) Interior

Total x6 Units: \$142,633.50

**MASTER LEASE AGREEMENT  
MUNICIPAL**

The Bancorp Bank dba Mears Leasing ("Lessor"), a part of The Bancorp Fleet Management and Leasing Network with offices at \_\_\_\_\_ and the undersigned \_\_\_\_\_ ("Lessee") with offices at \_\_\_\_\_ hereby agree as follows:

- 1. Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. After delivery Lessor will deliver to Lessee a Schedule A reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
- 2. Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
- 3. Payments.** Pro rata lease payment on the basis of a 30-day month for the period from delivery to the first day of the succeeding month if delivery is between the first (1<sup>st</sup>) and eighteenth (18<sup>th</sup>) of a month will be due on delivery with the initial lease payment due on the first (1<sup>st</sup>) of the month after delivery. If delivery occurs after the eighteenth (18<sup>th</sup>) of a month such a pro rata payment and the initial lease payment will be due on delivery with the second lease payment due on the (1<sup>st</sup>) of the second month after delivery. Subsequent lease payments will be due on the (1<sup>st</sup>) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
- 4. Tax Consideration.** This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State").
- 5. Left blank intentionally.**
- 6. Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peacefully surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
- 7. Titling; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-titling or re-registering, as appropriate, is directed by Lessor.
- 8. Other Duties Regarding Vehicles.** Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.

9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder, and if Lessee receives notice of an assignment, Lessee will pay any assigned amounts as directed in the notice. **ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.**
10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the then undepreciated balance of the original value of the vehicle set forth in the Schedule A calculated in accordance with the rules for level yield calculations in Financial Accounting Standards Board's Standard No. 13 utilizing the original value, term, rent (excluding taxes) and expiration depreciated value set forth in the Schedule A and (c) the remaining portion of the sum of two (2) such rent payments amortized on a straight line basis over the lease term considering only full months elapsed. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain all risks casualty insurance on the Vehicles. If requested, Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. **The parties waive any right to a jury trial in any related action. Any waiver must be in writing.**



18. **Bank-Qualified Tax Designation.**  **Initial box if this paragraph applies.** Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than **\$10,000,000** of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment, including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice) or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles.

Dated: \_\_\_\_\_

**The Bancorp Bank dba Mears Leasing**  
**Lessor**

\_\_\_\_\_  
**Lessee**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

---

## ADDENDUM TO MASTER LEASE AGREEMENT MUNICIPAL

The Lessor and Lessee agree that the attached Addendum is an integral part of the Master Lease Agreement Municipal between them and is hereby fully and expressly made a part of the Master Lease Agreement.

- A. Paragraph 2, Lease Intended for Security, is amended to read in its entirety:  
This is not a lease intended for security. Lessee shall take title to each vehicle and as between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's payment obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason, except as provided for in this agreement.
- B. Paragraph 9, Assignment, is deleted in its entirety.
- C. Paragraph 11, Insurance, Indemnity, is amended to read: Lessee will maintain all risks casualty insurance on the Vehicles. If requested, Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary; the Lessee will provide Lessor at least 10 days' notice of change or cancellation and the insurance will be by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request.
- D. Paragraph 12, Termination Settlement, is deleted in its entirety.
- E. A new Paragraph is added, Sovereign Immunity, and reads: The parties further agree that nothing contained in this lease agreement is intended to nor shall be construed a waiver of the City of Quincy's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time.
- F. A new Paragraph is added, Venue, and reads: Venue for any action arising out of this Lease Agreement between the parties shall be exclusively in Gadsden County, Florida and nowhere else.

# Quincy Police Department Vehicle Inventory

Vehicle # Description:                      Comments:    Mileage:    Location:                      VIN#

## Administration Vehicles:

109	2003 Crown Vic.	Chief	103518	repair shop 2we	2FAFP71W13X154620
115	2004 Ford Expedition	Captain	137500	Take Home	1FMPU15L14LA68755
128	2011 Crown Vic.	Asst. Chief	46454	Take Home	2FABP7BV8BX107636

## CID Vehicles:

111	2005 Ford Expedition	K-9	103734	Take Home	1FMPU15525LA65060
116	2005 Black Crown Vic.	C.I.D.	123788	Take Home	2FAFP71W25X149722
120	2004 Blue Crown Vic	C.I.D.	127031		2FAFP71W24X118033
121	2005 Silver Crown Vic.	C.I.D.	108530	Take Home	2FAFP71W85X116479
127	2005 Gray Crown Vic.	C.I.D.	93691	Take Home	2FAFP71W85X116482
118	2002 Ford Explorer	Rittman	144650	QPD Parking Lot	1FMZU62E62UB65825

## Patrol Vehicles:

101	2009 Crown Vic	Patrol	71256	QPD Parking Lot	2FAHP71V99X111765
102	2011 Crown Vic.	Patrol	35967	QPD Parking Lot	2FABP7BV7BX107630
103	2005 Crown Vic.	Transmission	79015	Land Field	2FAFP71WX5X179552
104	2011 Crown Vic.	Patrol	41426	QPD Parking Lot	2FABP7BV0BX107629
124	2002 Ford Durango	Air Condition		QPD Parking Lot	1B4HR38N42F143556
106	2005 Crown Vic.	Patrol	81203	QPD Parking Lot	2FAFP71W65X179547
108	2011 Crown Vic.	Patrol	50483	QPD Parking Lot	2FABP7BV6BX107635
110	2009 Crown Vic.	Patrol	66893	QPD Parking Lot	2FAHP71V79X111764
117	2002 Crown Vic.	DUI/ Traffic	108804	Land Field	2FAFP71W82X116462
126	2005 Crown Vic.	Traffic	95809	Take Home	2FAFP71W65X117789

Red: Non-Functional Vehicles/ Deadline

NOTES\* Vehicle #119, The 2002 Ford Neighbor (Battery Operated Vehicle) is out of service, no longer part of the Police Department's fleet.

Vehicle #105, The 2005 Crown Victoria is no longer a part of our Fleet. The vehicle was vandalized and burnt. Vin # 2FAFP71W45X179577

*QFD Monthly Activity Report*

	<b>2014</b>	<b>2013</b>	
<b>Total Fire Calls</b>	135	115	
City	115	98	
County	20	17	
<b>Total Man Hours</b>	85 hrs 29 mins	139 hrs 29 mins	
City	36 hrs 27 mins	88 hrs 32 mins	
County	49 hrs 22 mins	48 hrs 9 mins	
<b>Type Fire Calls - City</b>			
Structure	0	3	
Vehicle	2	3	
False Alarm	0	0	
Hazard	0	0	
Rescue	0	0	
Wood & Grass	1	1	
Other	7	10	
<b>Type Fire Calls - County</b>			
Structure	4	5	
Vehicle	2	2	
False Alarm	0	0	
Hazard	0	0	
Rescue	0	0	
Woods & Grass	4	3	
Other	11	7	
<b>Fire Causes</b>			
Accidental	11	8	
Undetermined	2	5	
Suspicious	0	1	
Arson	0	0	
<b>Average Response Time</b>			
City	4.21 mins	2.63 mins	
County	7.35 mins	4.01 mins	
<b>Average Firefighters per Call</b>			
City	3.64	1.96	
County	2.58	1.48	
<b>Average Time Spent per Call</b>			
City	22.64 mins	22.98 mins	
County	45.82 mins	11.87 mins	

*QED Monthly Activity Report*

	<b>2014</b>	<b>2013</b>	
Responses Out of District	0	2	
Mutual Aid Responses *	3	2	
Deaths	0	0	
Injuries	0	0	
Fire Prevention Programs	2	4	
Fire Safety Inspection	18	0	
Fire Investigation	0	0	
Plans Review	2	0	
Training Man Hours	370 hrs	181 hrs	
Hydrants Serviced/Painted	223	0	
Utility Turn Ons	104	81	
Smoke Detector Installs	3	0	
* 02/13/14	Structure fire	226 1st St, Gretna	
* 2/5/14	House fire	286 Gene Williams Rd	
* 2/2/14	Road freight fire	I-10 MM 181 E	

**QFD Monthly District Fire Calls  
November 2011**

<b>District</b>	<b><u>District</u></b>	<b><u>Location</u></b>	<b><u>Type of Incident</u></b>
<b>District 1</b>	2/5/2014	1400 Gadsden St	Canceled enroute
	2/10/2014	1400 Gadsden St	Sprinkler activation
	2/15/2014	2215 W Jefferson St	Animal rescue
<b>District 2</b>	2/9/2014	703 S Adams St	Cooking fire
	2/25/2014	427 S Stewart St	Vehicle accident
	2/26/2014	806 W Jefferson St	Rubbish fire
<b>District 3</b>			
<b>District 4</b>	2/1/2014	Jefferson & Love	Vehicle accident
	2/3/2014	230 Kelly St	Alarm system activation
	2/26/2014	20 N Stewart St	EMS call
<b>District 5</b>	2/4/2014	1922 W Jefferson St	Outside recepticle fire
	2/7/2014	1428 W Jefferson St	Detector activation
	2/7/2014	64 N Cleveland St	Electrical equipment

**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: March 25, 2014  
Date Submitted: March 20, 2014  
To: Honorable Mayor and Commissioners  
From: Jack L. McLean Jr., City Manager  
Jeffrey Williams, Interim Finance Director  
Subject: Financial Report as of February 28, 2014

---

This month's financial data (for FY2014 through February 28, 2014) for the City of Quincy is shown with still further summarization than past presentations. The Budget to Actual comparisons is shown in a condensed format to make them more informative and easy to review. At the end of February, we have completed four months (42%) of the financial activity for the current fiscal year.

The Revenue Budget to Actual Summary is one sheet and the Expenditure Budget to Actual Summary is one sheet as well. These documents give you the best idea of how the City's financial performance compares to the budget, the standard that was adopted for the fiscal year. As we get further into the year, this comparison will show us if there is a need for further expenditure reduction.

The revenue figures shown still are only the larger, external revenue sources which are the significant indicators of the City's financial health. At this point in time, we see revenues at about 41% of budget when we would like 42% or more.

Expenditure figures are shown grouped by categories, personnel figures are largest and therefore most significant and we would like to see the expended percentage below 42%, most departments are near that benchmark.

**Attachments**

- Budget to Actual Revenue (Summarized) -Feb. 28, 2014
- Budget to Actual Expenditures (Summarized) - Feb. 28, 2014
- Budget to Actual Expenditures (Detail) -February 28, 2014
- P-card statements through March 4, 2014
- Bank and investment account detail listing.

City of Quincy, Revenue FY 2014 at 2/28/14	Adjusted Budget	YTD Actual Revenue	Unrealized Balance	Rev in as % of Bud
001 Total (General Fund)	1,754,283	1,102,844	651,439	63%
002 Total (CRA)	288,554	288,998	(444)	100%
402 Total (Sewer)	2,017,540	669,841	1,347,699	33%
403 Total (Electric)	14,788,215	5,574,306	9,213,909	38%
404 Total (Water)	1,598,376	562,400	1,035,976	35%
405 Total (Gas)	1,867,748	957,120	910,628	51%
406 Total (Refuse)	1,240,897	539,257	701,640	43%
407 Total (Landfill)	259,844	89,109	170,735	34%
408 Total (Telecom)	91,909	20,707	71,202	23%
<b>Grand Total</b>	<b>23,907,366</b>	<b>9,804,582</b>	<b>14,102,784</b>	<b>41%</b>



CoQ: Budget to Actual: 02/28/14 Divsn	Adjstd Bud	YTD Actual	Difference remaining	Expnded % of Bud
GenAdm Total	1,291,117	472,176	818,941	36.57%
City Cmsn Total	99,036	38,632	60,404	39.01%
City Atty Total	135,400	34,698	100,702	25.63%
CtCrk Total	95,561	32,820	62,741	34.34%
City Man Total	277,877	107,681	170,196	38.75%
Pol-Adm Total	581,663	245,339	336,324	42.18%
Fir-Adm Total	239,827	77,476	162,351	32.31%
Pol-Op Total	1,466,101	582,043	884,058	39.70%
Fir-Op Total	1,091,934	428,620	663,314	39.25%
HR Total	148,201	42,309	105,892	28.55%
Fin Total	150,173	63,198	86,975	42.08%
GenServ-Purch Total	15,015	6,308	8,707	42.01%
Bldg&PIn Total	438,214	81,934	356,280	18.70%
Rec Actvs Total	306,483	96,533	209,950	31.50%
Adm-PW Total	197,459	69,923	127,536	35.41%
Road&Str Total	554,061	164,413	389,648	29.67%
Cemtry Total	20,752	6,715	14,037	32.36%
Bldg&Grnds Total	335,812	192,503	143,309	57.32%
Parks-Op Total	165,770	60,685	105,085	36.61%
Fleet Maint Total	221,212	58,801	162,411	26.58%
CRA Total	271,189	59,924	211,265	22.10%
SmrtGrd Total	235,953	235,953	-	100.00%
BusActiv-Fin Total	297,176	124,113	173,063	41.76%
BusActiv-CS Total	416,112	140,588	275,524	33.79%
SWR-Adm Total	179,307	51,826	127,481	28.90%
SWR-Trtmt Total	1,024,376	623,871	400,505	60.90%
SWR-Dstrb Total	147,686	54,389	93,297	36.83%
EL-Wrhs Total	32,197	1,789	30,408	5.56%
EL-Adm Total	9,405,546	2,624,409	6,781,137	27.90%
EL-Dstrb Total	1,027,136	308,052	719,084	29.99%
WA-Adm Total	121,663	23,160	98,503	19.04%
WA-Trtmt Total	645,280	331,791	313,489	51.42%
WA-Dstrb Total	154,802	63,830	90,972	41.23%
Gas-Adm Total	1,084,758	486,228	598,530	44.82%
Gas-Dstrb Total	118,133	19,261	98,872	16.30%
Tr&Garb Total	1,150,929	468,184	682,745	40.68%
LandFill Total	161,111	51,546	109,565	31.99%
Telcom Total	182,817	89,634	93,183	49.03%
IT Total	168,726	55,428	113,298	32.85%
<b>** GRAND TOTAL **</b>	<b>24,656,565</b>	<b>8,676,786</b>	<b>15,979,779</b>	<b>35.19%</b>

CoQ: Budget to Actual: 02/28/14		Adjstd Bud	YTD Actual	Difference remaining	Expnded % of Bud
NonDeptmtl Gen Adm	Operating Total	1,291,117	472,176	818,941	36.57%
City Cmsn	Personnel Total	83,036	35,130	47,906	42.31%
City Atty	Operating Total	151,400	38,200	113,200	25.23%
CtCrk	Personnel Total	76,431	32,257	44,174	42.20%
CtCrk	Operating Total	19,130	563	18,567	2.94%
City Man	Personnel Total	243,237	102,216	141,021	42.02%
City Man	Operating Total	34,640	5,465	29,175	15.78%
Pol-Adm	Personnel Total	420,743	184,629	236,114	43.88%
Pol-Adm	Operating Total	149,520	59,211	90,309	39.60%
Pol-Adm	Capital Total	11,400	1,500	9,900	13.16%
Fir-Adm	Personnel Total	181,615	59,076	122,539	32.53%
Fir-Adm	Operating Total	55,712	18,400	37,312	33.03%
Fir-Adm	Capital Total	2,500	-	2,500	0.00%
Pol-Op	Personnel Total	1,292,810	554,311	738,499	42.88%
Pol-Op	Operating Total	145,888	27,329	118,559	18.73%
Pol-Op	Capital Total	27,403	403	27,000	1.47%
Fir-Op	Personnel Total	977,360	412,017	565,343	42.16%
Fir-Op	Operating Total	80,744	8,886	71,858	11.01%
Fir-Op	Capital Total	33,830	7,717	26,113	22.81%
HR	Personnel Total	90,602	37,706	52,896	41.62%
HR	Operating Total	57,099	4,603	52,496	8.06%
HR	Capital Total	500	-	500	0.00%
Fin	Personnel Total	75,973	31,469	44,504	41.42%
Fin	Operating Total	71,200	31,535	39,665	44.29%
Fin	Capital Total	3,000	194	2,806	6.48%
Bldg&PIn	Personnel Total	217,479	78,979	138,500	36.32%
Bldg&PIn	Operating Total	234,750	9,263	225,487	3.95%
Bldg&PIn	Capital Total	1,000	-	1,000	0.00%
Rec Actvs	Personnel Total	134,576	69,533	65,043	51.67%
Rec Actvs	Operating Total	171,907	27,000	144,907	15.71%
Adm-PW	Personnel Total	75,390	31,986	43,404	42.43%
Adm-PW	Operating Total	122,069	37,937	84,132	31.08%
Road&Str	Personnel Total	120,031	92,901	27,130	77.40%
Road&Str	Operating Total	191,600	33,314	158,286	17.39%
Road&Str	Capital Total	242,430	38,198	204,232	15.76%
Cemtry	Personnel Total	15,752	6,715	9,037	42.63%
Cemtry	Operating Total	5,000	-	5,000	0.00%
Bldg&Grnds	Personnel Total	250,112	113,165	136,947	45.25%
Bldg&Grnds	Operating Total	84,200	79,338	4,862	94.23%
Bldg&Grnds	Capital Total	1,500	-	1,500	0.00%
Parks-Op	Personnel Total	80,770	50,857	29,913	62.96%
Parks-Op	Operating Total	85,000	9,828	75,172	11.56%
Fleet Maint	Personnel Total	134,728	41,028	93,700	30.45%
Fleet Maint	Operating Total	86,484	23,124	63,360	26.74%
Fleet Maint	Capital Total	-	(5,351)	5,351	0.00%

CoQ: Budget to Actual: 02/28/14		Adjstd	YTD Actual	Difference	Expnded
Divsn		Bud		remaining	% of Bud
CRA	Personnel Total	115,854	36,676	79,178	31.66%
CRA	Operating Total	152,935	23,248	129,687	15.20%
CRA	Capital Total	2,400	-	2,400	0.00%
SmrtGrd	Personnel Total	33,515	33,515	(0)	0.00%
SmrtGrd	Operating Total	28,760	28,760	-	0.00%
SmrtGrd	Capital Total	173,677	173,677	(0)	0.00%
BusActiv-C	Personnel Total	641,688	254,358	387,330	39.64%
BusActiv-C	Operating Total	66,600	7,807	58,793	11.72%
BusActiv-C	Capital Total	5,000	2,536	2,464	50.72%
SWR-Adm	Personnel Total	65,289	20,801	44,488	31.86%
SWR-Adm	Operating Total	104,018	31,025	72,993	29.83%
SWR-Adm	Capital Total	10,000	-	10,000	0.00%
SWR-Trtmt	Operating Total	993,376	356,256	637,120	35.86%
SWR-Trtmt	Capital Total	31,000	267,615	(236,615)	863.27%
SWR-Dstrb	Personnel Total	111,328	52,281	59,047	46.96%
SWR-Dstrb	Operating Total	31,330	2,108	29,222	6.73%
SWR-Dstrb	Capital Total	5,028	-	5,028	0.00%
EL-Wrhs	Personnel Total	24,390	-	24,390	0.00%
EL-Wrhs	Operating Total	7,807	1,789	6,018	22.92%
EL-Adm	Personnel Total	130,631	41,602	89,029	31.85%
EL-Adm	Operating Total	9,274,915	2,582,807	6,692,108	27.85%
EL-Dstrb	Personnel Total	411,929	137,516	274,413	33.38%
EL-Dstrb	Operating Total	572,191	169,355	402,836	29.60%
EL-Dstrb	Capital Total	43,016	1,181	41,835	2.75%
WA-Adm	Personnel Total	65,289	20,801	44,488	31.86%
WA-Trtmt	Operating Total	676,626	213,133	463,493	31.50%
WA-Trtmt	Capital Total	25,028	121,017	(95,989)	483.53%
WA-Dstrb	Personnel Total	111,175	52,680	58,495	47.39%
WA-Dstrb	Operating Total	33,627	11,150	22,477	33.16%
WA-Dstrb	Capital Total	10,000	-	10,000	0.00%
Gas-Adm	Personnel Total	65,290	20,801	44,489	31.86%
Gas-Adm	Operating Total	1,019,468	465,427	554,041	45.65%
Gas-Dstrb	Personnel Total	81,521	15,771	65,750	19.35%
OP-Tr&Gar	Operating Total	1,187,541	471,674	715,867	39.72%
LandFill	Personnel Total	85,318	37,193	48,125	43.59%
LandFill	Operating Total	75,793	14,353	61,440	18.94%
Telcom	Personnel Total	66,648	20,844	45,804	31.27%
Telcom	Operating Total	114,599	68,790	45,809	60.03%
Telcom	Capital Total	1,570	-	1,570	0.00%
IT	Personnel Total	78,192	23,498	54,694	30.05%
IT	Operating Total	80,826	31,929	48,897	39.50%
IT	Capital Total	9,708	-	9,708	0.00%
<b>** GRAND TOTAL **</b>		<b>24,656,564</b>	<b>8,676,786</b>	<b>15,979,778</b>	<b>35.19%</b>



Redacted  
RECEIVED  
MAR 10 2014  
FINANCE

Purchasing Card

FL CITY OF QUINCY  
XXXX-XXXX-XXXX-5777  
February 05, 2014 - March 04, 2014

Company Statement

Account Information	Payment Information	Account Summary
Mail Billing Inquiries to: BANKCARD CENTER PO BOX 982238 EL PASO, TX 79998-2238  Customer Service: 1.888.449.2273 24 Hours  TTY Hearing Impaired: 1.800.222.7365 24 Hours  Outside the U.S.: 1.509.353.6656 24 Hours  For Lost or Stolen Card: 1.888.449.2273 24 Hours	Statement Date ..... 03/04/14 Payment Due Date ..... 03/18/14 Days in Billing Cycle ..... 28 Credit Limit ..... \$250,000 Cash Limit ..... \$250,000 Total Payment Due ..... \$25,328.99	Previous Balance ..... \$55,488.54 Payments ..... -\$55,488.54 Credits ..... -\$63.23 Cash ..... \$0.00 Purchases ..... \$25,391.47 Other Debits ..... \$0.00 Overlimit Fee ..... \$0.00 Late Payment Fee ..... \$0.00 Cash Fees ..... \$0.00 Other Fees ..... \$0.75 Finance Charge ..... \$0.00 Current Balance ..... \$25,328.99

Cardholder Activity Summary				
Account Number Credit Limit	Credits	Cash	Purchases and Other Debits	Total Activity
XXXX-XXXX-XXXX-5834 3,500	63.23	0.00	407.04	343.81
XXXX-XXXX-XXXX-4581 1,500	0.00	0.00	141.84	141.84
XXXX-XXXX-XXXX-3207 2,500	0.00	0.00	1,197.10	1,197.10
XXXX-XXXX-XXXX-6458 59,800	0.00	0.00	22,756.09	22,756.09

BANK OF AMERICA  
PO BOX 15731  
WILMINGTON, DE 19886-5731

FL CITY OF QUINCY  
404 W JEFFERSON ST  
QUINCY, FL 32351-2328  
\*\*10003080

Account Number: XXXX-XXXX-XXXX-5777  
February 05, 2014 - March 04, 2014

Total Payment Due ..... \$25,328.99  
Payment Due Date ..... 03/18/14

Enter payment amount



Check here for a change of mailing address or phone numbers.  
Please provide all corrections on the reverse side.

Mail this coupon along with your check payable to:  
BANK OF AMERICA



**Posting payments:** Payments received by mail at the remittance address shown on the Payment Coupon portion of the face of this statement on a banking day will be posted to your account on the day received. If we receive your mailed payment on a non-banking day, we will post it to your account on the next banking day. There may be a delay of up to 5 banking days in posting payments made at a location other than the mailing address listed on the front of your payment coupon.

**Service for the hearing impaired (TTY/TDD):** Contact our service for the hearing-impaired at 1.800.222.7365.

**Telephone monitoring:** For the purposes of monitoring and improving the quality of service, Bank's supervisory personnel may listen to and/or record telephone calls between Bank employees and any person acting on Company's behalf.

**Disclosure:** We may furnish to your employer information concerning your use of your account. To read more about our information disclosure, please visit [www.bankofamerica.com/corporatecarddisclosure](http://www.bankofamerica.com/corporatecarddisclosure) or call the customer service number listed on your statement to request a copy.

**In case of errors or questions about your bill:** Errors or questions about your bill must be received in writing no later than 60 days after we sent you the first statement on which the error or problem appeared. Please mail this information to BANKCARD CENTER, PO BOX 982238, EL PASO, TX 79998-2238. Your letter must include the following information:

- The company name, cardholder name and account number in question.
- The dollar amount of the suspected error.
- A written description of the error and why you believe there is an error. If you need more information, describe the item you are unsure about.



18370530 - 003060 - 0001 - 0002 - 2

Customer Service:	For questions regarding transactions, general assistance, and reporting lost and stolen cards, call:	
	<u>Within the U.S.</u>	<u>Outside the U.S.</u>
	1.888.449.2273	1.509.353.6656 (collect calls accepted)

Thank you for your business.

Please write your change of address here:

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

( ) ( )

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

**Posting payments:** Payments received by mail at the remittance address shown on the Payment Coupon portion of the face of this statement on a banking day will be posted to your account on the day received. If we receive your mailed payment on a non-banking day, we will post it to your account on the next banking day. There may be a delay of up to 5 banking days in posting payments made at a location other than the mailing address listed on the front of your payment coupon.

2/4

Cardholder Activity Summary				
Account Number	Credits	Cash	Purchases and Other Debits	Total Activity
XXXX-XXXX-XXXX-2285 1,500	0.00	0.00	708.29	708.29
XXXX-XXXX-XXXX-5884 1,058	0.00	0.00	39.00	39.00
XXXX-XXXX-XXXX-3558 1,500	0.00	0.00	112.91	112.91
XXXX-XXXX-XXXX-1758 2,500	0.00	0.00	29.95	29.95

### Transactions

Date	Date	Description	Reference Number	MCC	Charge	Credit
Posting Transaction						
FL CITY OF QUINCY						Total Activity
Account Number: XXXX-XXXX-XXXX-5777						-556,488.54
02/20	02/19	PAYMENT THANK YOU	5115713270021AZ	70000004050825091571327	0008	55,488.54
Account Number: XXXX-XXXX-XXXX-5834						Total Activity
						343.81
02/05	02/04	RING POWER HE PARTS	850-5362306 FL	24755424035170355431338	5085	118.58
02/11	02/05	RING POWER HE PARTS	MIDWAY FL	74755424041170364328621	5085	63.23
02/13	02/12	LOWES #00716*	TALLAHASSEE FL	24692164043000978764146	5200	182.88
02/26	02/25	QUINCY AUTO PARTS	QUINCY FL	24210734056200006700057	5533	67.31
03/04	03/03	QUINCY AUTO PARTS	QUINCY FL	24210734062200005200019	5533	38.27
Account Number: XXXX-XXXX-XXXX-4581						Total Activity
						141.84
02/06	02/05	WAL-MART #0488	QUINCY FL	242263840370910068323887	5411	85.75
02/13	02/11	INTERSTATE ALL BATTERY	TALLAHASSEE FL	24692164043000920420037	5533	31.98
02/17	02/14	BELL AND BATES HOME	CENTEQUINCY FL	24632694046100508894912	5251	16.77
02/18	02/17	WAL-MART #0488	QUINCY FL	24226384049091002557815	5411	7.34
Account Number: XXXX-XXXX-XXXX-3207						Total Activity
						1,197.10
02/13	02/13	MYFAX *PROTUS IP SOLN	866-563-9212 GA	24692164044000141881925	5968	100.00
02/17	02/15	BARRACUDA NETWORKS INC	408-3425400 CA	24436544047005580345655	7372	200.00
02/17	02/15	ALFRESCO SOFTWARE	MAIDENHEAD	74830504046174129260510	8299	94.00
02/17	02/17	INTERNATIONAL TRANSACTION FEE		74830504046174129260510	0001	0.75
02/19	02/17	ARIN	703-227-9852 VA	24210734049200693000183	8999	550.00
02/24	02/20	ADOBE SYSTEMS, INC.	800-833-6687 WA	24610434052004037297605	5734	19.99
02/24	02/22	ACCUWEATHER INC	814-235-8540 PA	24492154054200905000825	8999	7.95
02/25	02/24	GOTOCITRIX.COM	855-837-1750 CA	2469216405500653150673	5968	49.00
02/26	02/24	ADOBE SYSTEMS, INC.	800-833-6687 WA	24610434056004036130365	5734	69.99
03/03	03/02	8X8, INC. 888-898-8733	888-8988733 CA	24436544062005623335747	4816	35.14
03/03	03/02	8X8, INC. 888-898-8733	888-8988733 CA	24436544062005623336349	4816	35.14
03/03	03/02	8X8, INC. 888-898-8733	888-8988733 CA	24436544062005623561953	4816	35.14
Account Number: XXXX-XXXX-XXXX-6458						Total Activity
						22,756.09
02/06	02/05	MARPAN SUPPLY CO INC	850-2249353 FL	24071054036330140295395	5085	2,422.60
02/07	02/05	PIGGY WIGGLY	QUINCY FL	24323004037254036011718	5411	399.99
02/07	02/06	GPI AGENCY- MASTER FILE	850-765-2503 FL	24506014037980192185601	7393	681.00
02/07	02/06	BSN*SPORT SUPPLY GROUP	806-527-7510 TX	24692164037000676037637	5137	3,178.96
02/07	02/06	FIRST CALL TRUCK PARTS	850-575-9500 FL	24055234038286000410050	5533	667.02
02/10	02/06	OFFICE DEPOT #1099	800-463-3768 FL	24445744038100415621325	5111	219.96
02/10	02/07	SUPERIOR RED! MIX	850-575-1532 FL	24506014038980034963602	1771	1,113.75
02/10	02/06	SUNSTATE METER & SUPPLY	352-3327106 FL	24207854038168501502233	5085	348.00
02/10	02/07	FED DEBT PUBLIC	202-874-8700 AL	24445004039600261325002	9399	175.78
02/11	02/10	PRIDE ENTERPRISES	727-556-3370 FL	24210734042206179800118	9399	70.62
02/12	02/11	ADTSECURITY MYADT.COM	800-238-2455 FL	24692164042000405092393	7393	229.06
02/13	02/11	PEDDIE CHEMICAL CO	TALLAHASSEE FL	24254774043455016000059	5085	425.98
02/13	02/12	GPI AGENCY- MASTER FILE	850-765-2503 FL	24506014043980192185629	7393	106.45
02/14	02/13	TDS TELECOM	608-664-4353 WI	24493984044083747606021	4814	360.00
02/14	02/13	TDS TELECOM	608-664-4353 WI	24493984044083734473229	4814	1,088.95
02/14	02/13	TDS TELECOM	608-664-4353 WI	24493984044083734473237	4814	180.12
02/14	02/13	TDS TELECOM	608-664-4353 WI	24493984044083734473245	4814	147.40
02/14	02/13	TDS TELECOM	608-664-4353 WI	24493984044083734473252	4814	139.35
02/14	02/13	TDS TELECOM	608-664-4353 WI	24493984044083727543996	4814	7.68

3  
4



Transactions						
Posting Transaction						
Date	Date	Description	Reference Number	MCC	Charge	Credit
02/14	02/13	TDS TELECOM 608-664-4353 WI	24493984044083747606088	4814	42.97	
02/14	02/13	TDS TELECOM 608-664-4353 WI	24493984044083711949621	4814	168.29	
02/14	02/13	TDS TELECOM 608-664-4353 WI	24493984044083734473286	4814	55.39	
02/14	02/13	TDS TELECOM 608-664-4353 WI	24493984044083734473302	4814	1,062.55	
02/14	02/13	TDS TELECOM 608-664-4353 WI	24493984044083747606120	4814	730.58	
02/14	02/13	TDS TELECOM 608-664-4353 WI	24493984044083747606138	4814	2,234.76	
02/14	02/13	TDS TELECOM 608-664-4353 WI	24493984044083734473328	4814	963.71	
02/18	02/17	FLORIDA LEAGUE OF CITIES 850-222-9684 FL	24013214048980013016372	8699	765.00	
02/18	02/17	FLORIDA LEAGUE OF CITIES 850-222-9684 FL	24013214048980013016349	8699	250.00	
02/20	02/18	BANDWIDTH.COM 800-808-5150 NC	2476501405020600006682	4814	1,264.40	
02/24	02/21	DESIGNS BY CRAIG 229-377-0146 GA	24055234052207038700081	5992	75.00	
02/28	02/26	DOLLAR-GENERAL #1478 QUINCY FL	24445004058100410016285	5331	21.85	
02/28	02/27	GADSDEN MINI STORAGE QUINCY FL	24228994058980029135708	4225	1,280.00	
03/03	02/27	HD SUPPLY UTILITIES, LTD 9402707200 FL	24792624060014001282299	5065	853.25	
03/04	03/04	GAN*TALL DEMOCRAT-CCC 417-837-8408 IN	24692164063000976260456	7311	1,025.67	
						Total Activity
Account Number: XXXX-XXXX-XXXX-2285						708.29
02/10	02/07	WAL-MART #1408 TALLAHASSEE FL	24226384039400000107139	5411	65.76	
02/10	02/07	OFFICE DEPOT #2669 TALLAHASSEE FL	24445744039100458688818	5943	331.97	
02/14	02/13	SONNYS BBQ TALLAHASSEE FL	24224434045104008250639	5812	194.70	
03/03	02/28	BUDGET PRINTING CENTERS 850-576-3332 FL	24607944060200616300017	7338	115.86	
						Total Activity
Account Number: XXXX-XXXX-XXXX-5884						39.00
02/10	02/07	NAFE 800-927-6233 FL	24435654039200472300441	8699	39.00	
						Total Activity
Account Number: XXXX-XXXX-XXXX-3658						112.91
02/05	02/04	WAL-MART #0488 QUINCY FL	24226384036091003471813	5411	12.96	
02/06	02/04	BELL AND BATES HOME CENTEQUINCY FL	24632694036100496302045	5251	99.95	
						Total Activity
Account Number: XXXX-XXXX-XXXX-1768						29.95
02/10	02/08	WUFOO.COM/CHARGE 813-4213676 CA	24906414039005871292100	5968	29.95	

**Finance Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Finance Charges by Transaction Type
PURCHASES	0.00%	\$0.00	\$0.00
CASH	0.00%	\$0.00	\$0.00

V = Variable Rate (rate may vary), Promotional Balance = APR for limited time on specified transactions.

4/4

<b>Time Period</b> 02/05/14 - 03/04/14	<b>Due Date:</b>	3/18/2014
	<b>Invoice Date:</b>	3/4/2014
	<b>Invoice #:</b>	Mar2014

8X8	35.14	AFTER HOURS PHONE FOR NETQ
8X8	35.14	HR HOTLINE
8X8	35.14	QPD HOTLINE
ACCUWEATHER INC	7.95	Weather data CM office
ADOBE SYSTEMS	19.99	IT-ADOBE TOWORD SUBSCRIPTION
ADOBE SYSTEMS	69.99	City-Adobe subscription
ADT Security Services, Inc.	112.84	Public Works - Supplies
ADT Security Services, Inc.	112.84	Public Works - Supplies
ADT Security Services, Inc.	1.69	Public Works - Supplies
ADT Security Services, Inc.	1.69	Public Works - Supplies
ALFRESCO SOFTWARE	94.00	City sharepoint site
ARIN	550.00	CITY IP ADDRESS BLOCK
Bandwidth.com	632.20	Bandwidth.com for phones
Bandwidth.com	632.20	Bandwidth.com for phones
BARRACUDA NETWORKS	200.00	City office site backup
BELL AND BATES	16.77	Misc items for hydrant maintenance
BELL AND BATES	99.95	GYM WALLS PAINT
BSN Sports	1,288.96	Pads/Screened Lettering
BSN Sports	945.00	White Field Striping
BSN Sports	945.00	White Field Striping
BUDGET PRINTING	115.86	Victim pamphlets given to citizens
Designs by Craig	75.00	Bereavement Flowers-City Manager Gretna's Mother
Dollar General Store #01478	21.85	Main Street Meeting
Fed Debt Public	175.78	Federal Communications Commission
First Call Truck Parts	170.47	Parts - Public Works
First Call Truck Parts	91.23	Parts - Public Works
First Call Truck Parts	119.80	Parts - Public Works
First Call Truck Parts	43.43	Parts - Public Works
First Call Truck Parts	13.87	Parts - Public Works
First Call Truck Parts	15.99	Parts - Public Works
First Call Truck Parts	83.91	Parts - Public Works
First Call Truck Parts	35.95	Parts - Public Works
First Call Truck Parts	77.10	Parts - Public Works
First Call Truck Parts	15.27	Push Lock Fitting - Public Works
Florida League of Cities, Inc.	765.00	Annual Membership Dues
Florida League of Mayors, Inc.	250.00	Annual Membership Dues
Gadsden Mini Storage	480.00	A-23 Storage Rent Oct-Mar
Gadsden Mini Storage	600.00	D-120 Storage Rent Oct-Sept
Gadsden Mini Storage	200.00	N-512 Storage Rent Oct-Mar
GOTOCITRIX.COM	49.00	GoToMeeting
GPI Agency	68.00	Background Check - HR
GPI Agency	60.00	Background Check - Fire
GPI Agency	75.00	Background Check - PW
GPI Agency	34.00	Background Check - HR
GPI Agency	150.00	Background Check - Parks & Rec
GPI Agency	50.00	Background Check - Police
GPI Agency	63.00	Background Check - HR
GPI Agency	30.00	Background Check - Fire
GPI Agency	102.00	Background Check - HR
GPI Agency	15.00	Background Check - Parks & Rec
GPI Agency	34.00	Background Check - Police
GPI Agency	51.00	Background Check - Customer Service
GPI Agency	55.45	Background Check - Police
HD Supply Power Solutions LTD	327.50	Supplies - Utilities
HD Supply Power Solutions LTD	74.00	Supplies - Utilities
HD Supply Power Solutions LTD	311.75	Supplies - Utilities
HD Supply Power Solutions LTD	140.00	Supplies - Utilities



Time Period	Due Date:	3/18/2014
02/05/14 - 03/04/14	Invoice Date:	3/4/2014
	Invoice #:	Mar2014
INTERNATIONAL TRANSACTION FEE	0.75	City Skype Acct
INTERSTATE ALL BATTERY	31.98	Battery for equipment
LOWE'S	182.88	ROUGH FOR CITY HALL
Marpan Supply Co., Inc.	185.00	Post 8 AM Hwy Green Channel
Marpan Supply Co., Inc.	228.60	Stop Signs
Marpan Supply Co., Inc.	594.00	Speed Hump Signs
Marpan Supply Co., Inc.	398.70	Posts, Signs and Banners
Marpan Supply Co., Inc.	1,016.30	Speed Hump Signs
MYFAX *PROTUS IP SOLN	10.00	City fax services fee - REC
MYFAX *PROTUS IP SOLN	10.00	City fax services fee - NetQ
MYFAX *PROTUS IP SOLN	10.00	City fax services fee - CRA
MYFAX *PROTUS IP SOLN	10.00	City fax services fee - HR
MYFAX *PROTUS IP SOLN	10.00	City fax services fee - FIN
MYFAX *PROTUS IP SOLN	20.00	City fax services fee - CMO
MYFAX *PROTUS IP SOLN	10.00	City fax services fee - QFD
MYFAX *PROTUS IP SOLN	20.00	City fax services fee - QPD
NAFE	39.00	National Association for Female Executives-Ann Sherman
OFFICE DEPOT	331.97	Battery backup/HP Printer
Office Depot	219.96	Wireless Routers - IT
Peddle Chemical Company, Inc.	425.98	Equipment for City Hall - PW
Piggly Wiggly	399.99	Cold Deli Platter: Mainstreet-Quincy Fest 5/4/13
Pride Enterprises	70.62	Commissioner Brown Business Cards
QUINCY AUTO PARTS	67.31	CHIEF MCNEIL CAR
QUINCY AUTO PARTS	38.27	BEARING FOR DUMP TRAILER
RING POWER HE PARTS	118.58	PW BACKHOE
RING POWER HE PARTS	(63.23)	PW BACKHOE (REFUND/CREDIT)
SONNYS BBQ	194.70	Dept semi-annual QPD "All Employees Meeting"
Sunstate Meter Company	348.00	Supplies - Utilities
Superior Redi Mix	1,113.75	Concret for Sunset Park
Tallahassee Democrat	238.00	Advertisement - S. Hicks
Tallahassee Democrat	99.05	Advertisement - S. Hicks
Tallahassee Democrat	124.70	Advertisement - B. Piawah
Tallahassee Democrat	144.65	Advertisement - B. Piawah
Tallahassee Democrat	309.52	Advertisement - B. Tovas
Tallahassee Democrat	109.75	Advertisement - S. Hicks
TDS Telecom	5,537.48	Current Charges
TDS Telecom	1,644.27	Current Charges
WAL-MART	85.75	Cleaning supplies
WAL-MART	7.34	Smoke detectors
WAL-MART	65.76	SD Memory cards
WAL-MART	12.96	AIR FRESHNERS FOR REC
WUFOO.COM	29.95	Instant alert form registration
<b>TOTAL</b>	<b>25,328.99</b>	

City of Quincy: Bank and Investment Balances

		1/31/14	2/28/14
PREMIER BANK	2 UTIL SERIES W/S MNY MRKT CHECK	\$ 76,324	76,351.32
CAPITAL CITY BANK - PR	6 PAYROLL ACCOUNT	(ZBA)::>Op	(ZBA)::>Op
CAPITAL CITY BANK - AP	7 ACCOUNTS PAYABLE	(ZBA)::>Op	(ZBA)::>Op
CAPITAL CITY BANK	8 FLA RURAL UTIL SERIES 2000		
CAPITAL CITY BANK	9 LANDFILL ESCROW	20,969.80	20,969.80
CAPITAL CITY BANK	10 CAPITAL IMPROV REV BOND 2002	10,079.79	10,080.70
CAPITAL CITY BANK	11 CAP IMPRO LOC OPT FUEL TX 2002		
CAPITAL CITY BANK	12 DEXTER L. JACKSON SCHOLARSHIP		
CAPITAL CITY BANK	3 COMMUNITY REDEVELOPMENT TRUST		
CAPITAL CITY BANK	13 COMMUNITY REDEVELOPMENT TRUST	3,424.81	893.88
CAPITAL CITY BANK	14 CONSTRUCTION ACCOUNT USDA		
CAPITAL CITY BANK	15 UTIL SYS IMPRV REF/REV BOND 03	746.21	736.18
CAPITAL CITY BANK	16 FL DEP LOAN REPAY	75,590.28	94,135.40
CAPITAL CITY BANK	17 CDBG PROJECT (TANYARD CREEK)		
CAPITAL CITY BANK	18 DRINKING WATER LOAN Repayment	70,267.88	102,248.36
PREMIER BANK	20 LAW ENFORCEMENT TRUST FUND	25,791.96	25,788.94
Capital City Bank	21 CDBG Housing Escrow		
Capital City Bank	22 CDBG - Housing	830.93	830.93
CAPITAL CITY BANK	23 QUINCYFEST	9,352.93	9,352.93
CAPITAL CITY BANK	24 ENERGY PROVIDER ACCOUNT	1,033.09	965.00
CAPITAL CITY BANK	25 SMART GRID CONSTRUCTION ACCT	1,459,067.45	1,151,434.09
REGIONS BANK	26 CRA HOUSING LOAN		
CAPITAL CITY BANK	401 OPERATING ACCOUNT	385,894.83	773,708.82
Capital City Bank	Not in ADG? Quincy Bend	5,359.81	5,488.82
Capital City Bank	Not in ADG? Utility Deposit Account (Regular Savings)	565,804.76	565,804.76
DO NOT USE ***** CONVERSION A	1		
****Do not USE-P/R Conversion	4		
**DO NOT USE - P/R CONVERSION	5		

Notes: Red font indicates accounts not in ADG and/or additions to account descriptions based on bank statements.

	601,784.68	617,484.32
	228,853.46	234,769.71
	287,026.04	292,001.94
	45.25	45.25
	111.54	111.54
	55.17	55.17
	22,884.01	22,884.36
	94.33	94.33
	94.33	94.33
Util Sys DSR'03	650,701.90	650,701.90
Cap Imp'02 DS Int	-	-
Cap Imp'02 DS Prin	-	-
Cap Imp'02 DSR	-	-
Cap Imp'02 UnR Rev	-	-

---

**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: March 25, 2014  
Date Submitted: March 20, 2014  
To: Honorable Mayor and Members of the Commission  
From: Jack L. McLean Jr., City Manager  
Jerry Miller, City Attorney  
Subject: Selection of City Attorney

---

**Issue:**

The Commission on November 26, 2014, appointed Pleat, Perry & Ritchie P .A. to provide municipal attorney service, pursuant to Section 9.01, of the City Charter. The firm designated Jerry Miller as the lead attorney for the firm to represent the City. On March 14, 2014, the firm of Pleat, Perry & Ritchie notified the City, pursuant to paragraph 4 of the agreement with the City of Quincy for attorney services, of its termination of the agreement to provide City Attorney services to the City. The firm is available to continue attorney services to the City through April 14, 2014, if the City desires.

**Background/Analysis:**

Section 9.01 of the City Charter reads that City Commission "shall appoint a City Attorney." Attached you will find an RFQ for the selection of a City Attorney.

**Recommendation**

Staff recommends that the City Commission approves the attached RFQ for attorney services. Once the RFQ is approved, staff will publish the RFQ in the Tallahassee Democrat and local newspapers for a period of 30 days.

**Options:**

**Option 1:** Approve the publication of the RFQ for attorney services.

**Option 2:** Do not approve the publication of the RFQ for attorney services.

---

**Staff's Recommendation:**

Option 1

**Attachment**

RFQ For Attorney Services

---

REQUEST FOR QUALIFICATIONS



**PROFESSIONAL LEGAL SERVICES**

**The City of Quincy Commissioners:**

**Mayor Keith Dowdell**

**Larry Edwards, Mayor Pro-Tem**

**Commissioner Micah Brown**

**Commissioner Derrick Elias**

**Commissioner Andy Gay**

Keith Dowdell, Mayor

The City of Quincy

404 W. Jefferson St.

Quincy Florida 32351

**DATE ISSUED:** \_\_\_\_\_

**CLOSING DATE:** \_\_\_\_\_

---

## SECTION 1 – REQUEST FOR QUALIFICATIONS NOTICE - ATTORNEY SERVICES

The City of Quincy is requesting the submittal of Letters of Interest/Applications from qualified firms or individuals to provide legal services to the City of Quincy to serve as the City Attorney. The City of Quincy is a municipality located in Gadsden County, Florida. The City operates under a Mayor-Commissioner-Manager form of government.

(5) Sealed letters of Interest/Applications, one (1) copy on CD, **must** be received by the Purchasing Officer at 404 W. Jefferson St., Quincy, Florida no later than **4:00 P.M. on \_\_\_\_\_**, at which time the Applications will be opened in privacy of staff at 4:01 P.M. on \_\_\_\_\_, for:

### ATTORNEY SERVICES

Late Applications shall not be considered and shall be returned unopened. The City of Quincy reserves the right to accept or reject any or all Applications and to waive any deficiency or irregularity in the Applications.

The Request for Qualifications documents will be available on \_\_\_\_\_ and may be obtained during regular business hours at Quincy City Hall, City Manager's Office, 404 W. Jefferson St. Quincy, Florida (850-627-1019, ext. 6671) or downloaded from the City of Quincy website at [www.myquincy.net](http://www.myquincy.net).

---

## **SECTION 2 – BACKGROUND INFORMATION**

### **2.0 Scope of Services/Nature of Application**

A. The City of Quincy requests qualified law firms or individuals (“Applicant”) to submit a Letter of Interest and statements of qualifications and experience to provide legal services to the City of Quincy as the City Attorney on a contractual basis.

B. The legal services (“Services”) to be provided as the City Attorney are for general counsel, including but not limited to, local government issues, land use, code enforcement, bidding and purchasing, finance, municipal litigation, insurance, sunshine law, voting conflicts and public records.

### **2.1 Minimum Qualifications.**

An Applicant must meet all of the following requirements in order to be considered qualified:

- A. Attorney(s) must be licensed to practice law in the State of Florida and in good standing with the Florida Bar.
- B. Primary attorney must have at a minimum at least 5 years experience in municipal law.
- C. Applicant, firm or individual must have experience in representing municipal governments in all facets of daily government operations.
- D. For any individual providing litigation services, must be licensed to practice in the State of Florida, and applicable federal courts.

### **2.2 Information to be Provided.**

An Applicant shall submit a response in the form of a Letter of Interest (“Application”) which shall include as attachments all of the following information:

- A. A listing and individual or firm profile of all attorneys with the firm or if an individual, a profile of the individual, who have experience as municipal counsel. The response to this section should also include information as to the length of time that each firm, attorney or individual has provided such services in the public sector.
- B. The resumes of partners and associates who will or could be assigned to the City account, which information should include an indication of the experience that each attorney possesses relative to municipal government representation, specialties, and, if applicable, any courts that they are admitted to practice in.

- 
- C. The individual partner(s) that will have primary responsibility for the City account and be present at City Commissioner's meetings and whether that attorney(s) represent other municipalities.
  - D. A description of the general capabilities of the firm, including total size, staffing and research capability.
  - E. A list of 5 references and contact information for any municipal, county and/or state governments in Florida for which your firm or the individual currently provides, or has previously provided, municipal services within the last 5 years.
  - F. A statement that all of the firm's attorneys to be assigned to the City are members in good standing and members of the Florida Bar.
  - G. A statement whether an office will be maintained in Gadsden or Leon County.
  - H. Unless confidential, a statement disclosing any complaints filed against the individual or firm or any current member of the firm and the disciplinary procedures taken by the Florida Bar.

**2.3 Supplementary Information.**

A. A firm or individual may provide a description of any other relevant legal work which the firm or individual has done which further qualifies it to provide legal services as the City Attorney.

**2.4 Conflicts of Interest.**

A. In regard to the potential for conflicts of interest under the Florida Bar Rules, Article 2, Conflict of Interest and Code of Ethics provide the following:

1. A list of all known conflicts of interest the individual or firm may currently have in the event it was selected to serve as the City Attorney.
2. Provide confirmation that the individual or firm is prepared to take whatever steps the City Commissioners determines are necessary for your firm to take in order to resolve any actual conflicts of interest.



---

## **2.5 Criteria for Selection and Evaluation.**

Applications will be evaluated using the criteria listed below.

### **A. City Staff Evaluation of Applicants.**

1. All Applications will be reviewed by the Staff to determine that the firm or individual meets the minimum qualifications of paragraph 2.1.
2. Staff will evaluate the qualified Applicants based upon the information submitted with the Application.
3. As part of the evaluation process the Staff may choose to meet with one or more qualified Applicants.
4. As part of the evaluation process staff may check references of qualified Applicants.
5. Staff may consider the following criteria in evaluating the Qualified Applicants:
  - a. Experience in the field in handling municipal related types of matters;
  - b. Depth and specialties of legal talent;
  - c. Availability of resources;
  - d. The existence of any potential conflicts of interest;
  - e. Ability to meet the City's demands in a timely and efficient manner.

### **B. Nomination and City Commissioners confirmation of nomination.**

1. The City Manager, shall nominate, an individual attorney or law firm to act as the City Attorney.
2. The nomination of the firm or individual attorney shall be subject to approval by a majority of the City Commissioners.

---

C. Negotiation of Agreement.

1. The Manager shall negotiate with the selected firm or individual attorney approved by the City Commissioners, an agreement based upon the terms, conditions and compensation for the City Attorney, as may be established by the City Commissioners, one of which will be the degree that a retainer is used to compensate for City Attorney responsibility.

---

## **SECTION 3 – GENERAL CONDITIONS**

### **3.1 RFQ Documents**

These RFQ documents constitute the complete RFQ package. All forms and documents must be executed, and submitted as provided in Section 4 of this RFQ.

### **3.2 Interpretations and Inquiries**

All Applicants shall carefully examine the RFQ documents. Any ambiguities or inconsistencies shall be brought to the attention of the Purchasing Agent in writing prior to the submittal deadline.

Any questions concerning the intent, meaning and interpretation of the RFQ documents shall be requested in writing, and received by the Purchasing Officer no later than 5:00 PM, local time, on \_\_\_\_\_ . Written inquiries shall be addressed to:

City of Quincy  
404 West Jefferson St.  
Quincy, Florida 32351  
Fax: (866) 702-2731

No person is authorized to give oral interpretations of, or make oral changes to, the RFQ documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFQ documents shall be made in the form of a written addendum to the RFQ document and shall be furnished by the City of Quincy to all Applicants who pick up a set of RFQ documents from the City. Only those interpretations of, or changes to, the RFQ documents that are made in writing and furnished to the Applicant by the City may be relied upon.

### **3.3 Verbal Agreements**

No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after submittal, shall affect or modify any of the terms or obligations contained in the Request for Qualifications. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Applicant.

### **3.4 No Contingent Fees**

Applicant by submitting an Application warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Applicant, to solicit or secure the services as the City Attorney, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Applicant, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of these services.

### **3.5 Independence**

On the form provided in Section 5 of this RFQ, the Applicant shall list, and describe any relationships – professional, financial or otherwise – that it may have with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFQ.

### **3.6 Disqualification**

More than one submittal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that an Applicant is involved in more than one submittal for the services in this RFQ will be cause for disqualification of all Applications in which such Applicants are believed to be involved.

### **3.7 Assignment; Non-transferability of Applications**

Applications shall not be assigned or transferred. An Applicant who is, or may be, purchased by or merged with any other corporate entity during any stage of the process, through to and including awarding of and execution of an agreement, is subject to having its submittal disqualified as a result of such transaction. Staff shall determine whether an Applicant is to be disqualified in such instances.

### **3.8 Legal Requirements**

Applicants are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Services being offered in this RFQ. Lack of knowledge of the Applicant shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### **3.9 Familiarity with Laws and Ordinances**

The submission of an Application requested herein shall be considered as a representation that the Applicant is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services.

### **3.10 Execute Agreement**

The successful Applicant shall execute an agreement with the City which shall set forth the terms, conditions and compensation of the firm or individual's services to the City.

---

### **3.11 Facilities**

The Staff reserves the right to inspect each Applicant's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Applicant has a bona fide place of business.

### **3.12 Withdrawal of Submittal Prior to and After Opening**

An Applicant may withdraw an Application after it has been deposited with the City prior to the opening date. An Applicant may not modify an Application after the opening date.

### **3.13 Reservation of Rights**

Staff reserves the right to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Applicants in part or in whole;
3. Request additional information as appropriate; or
4. Reject any or all Applications if found by Staff not to be in the best interest of the City.

### **3.14 Addenda**

Staff reserves the right to issue addenda. Each Applicant shall acknowledge receipt of such addenda on the form provided herein. In the event any Applicant fails to acknowledge receipt of such addenda, his/her Application shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Application shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Applicant to verify that he/she has received all addenda issued before depositing the Application with the City.

### **3.15 Review of the RFQ Documents**

By the submission of an Application, the Applicant certifies that a careful review of the RFQ documents has taken place and that the Applicant is fully informed and understands the requirements of the RFQ documents and the quality and quantity of Services to be performed.

---

### **3.16 Adjustment/Changes/Deviations**

No adjustments, changes or deviations to the RFQ will be accepted unless the conditions or specifications of the RFQ expressly so provide.

### **3.17 Public Records**

Any materials submitted in an Application in response to this RFQ will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Applicants must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

### **3.18 Public Entities Crime**

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit an Application to provide any services to the City and may not transact business with the City in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFQ, Applicant certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFQ.

### **3.19 Non-Collusion Affidavit**

The Applicant shall include the Non-Collusion Affidavit as set forth in the form provided in Section 5 of this RFQ and as described in Section 4 of the RFQ. Applicant’s failure to include the affidavit shall result in disqualification.

### **3.20 Insurance Requirements**

The successful Applicant agrees that it shall maintain at its sole cost and expense at all times, in addition to any other insurance the City may reasonably require, professional liability insurance, employer’s liability insurance, comprehensive general liability insurance and automotive liability insurance with minimum policy limits for each coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence, single limit for property damage and bodily injury, including death. Each policy shall also state that it is not subject to cancellation, modification, or reduction in coverage without thirty (30) days written notice to the City prior to the effective date of cancellation, modification, or reduction in coverage. City Attorney shall obtain all insurance coverage as specified herein.

- A. The liability insurance shall protect the City Attorney and City, from claims set forth below that may arise out of or result from the City Attorney’s Services and for which the City Attorney may be legally liable, whether such operations be by the City Attorney or by anybody performing work for the City Attorney under the Agreement or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the services to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the City Attorney's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the City Attorney's employees;
4. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the City Attorney, or (2) by another person;
5. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
6. Claims involving contractual liability insurance applicable to the City Attorney's obligation.

B. The insurance required for the City Attorney's Services shall be written for not less than limits of liability specified in this RFQ or required by law, whichever coverage is greater. Coverage's, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Services until date of final payment and termination of any coverage required to be maintained after final payment.

C. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the Services. City shall be named as an additional insured on all required insurance coverage.

D. Coverage's Required Minimum Limits

1. Worker's Compensation Statutory Limits – State of Florida
2. Employers' Liability \$500,000 accident
3. General Liability, \$1,000,000 general  
Contractual Liability, aggregate, \$500,000 each  
Personal Injury Liability occurrence
4. Automobile liability \$1,000,000 BI & PD, each  
accident
5. Owned, hired, no owned \$1,000,000 BI & PD, each  
Accident.

6. Professional Liability \$1,000,000

## SECTION 4 – APPLICATION PROCESS

### 4.1 Preparation of Applications

#### 4.1.1 Number of Applications

Five (5) sealed Letters of Interest/Applications, one (1) paper original and one (1) copy on CD, **must** be received by the City Manager's Office at 404 West Jefferson St., Quincy, Florida no later than **4:00 P.M. on** \_\_\_\_\_. Each copy should contain all mandatory and optional information submitted by the Applicant. Additional copies may be requested by the City at its discretion.

#### 4.1.2 Application Packaging

Each Application shall be submitted in a separate plain sealed parcel, box or other secure packaging. The outside of the sealed package shall clearly indicate "Application for City Attorney Services," Applicant's name, address and the name and telephone number of the Applicant's specific contact person.

#### 4.1.3 Signatures

All required signatures should be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Applicant in contractual obligations. The Application shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed. All corrections made by Applicant's to any part of the Application document shall be initialed in ink. Failure to manually sign the appropriate Application forms will disqualify the Applicant and the Application will not be considered.

Applications by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Applications by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

#### 4.1.4 Format

The Application shall be typewritten on 8-½x 11 inch white paper. Staple, cerlox binding or similar closures shall secure pages.



All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" or 1, 2, 3 etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" or 1, 2, 3 etc.

Responses shall be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the Application, a response such as "no response is required" or "not applicable" is acceptable.

#### **4.2 Submittal and Receipt of Applications**

All Applications shall be submitted on or before **4:00 PM**, local time, on \_\_\_\_\_, to:  
City of Quincy  
404 West Jefferson St.  
Quincy, Fla 32351

All Applicants are reminded that it is the sole responsibility of the Applicant to ensure that their Application is time stamped in the Office of the Manager prior to **4:00 PM**, local time, on \_\_\_\_\_. Failure of an Applicant to submit their Application and ensure that their Application is time stamped prior to the time stated above shall render an Applicant to be deemed non-responsive and the Application shall not be considered.

Applications submitted and time stamped on or before **4:00 PM, local time**, on \_\_\_\_\_ shall be opened publicly in accordance with Section 4.4.

#### **4.3 Evaluation and Selection**

The evaluation process is specified in Section 2.5.

#### **4.4 Opening of Applications**

The Applications will be opened by staff in privacy at 404 West Jefferson St, Quincy, Florida 32351, at **4:01 PM, local time**, \_\_\_\_\_. Applicants shall provide the following information in the Application:

##### **4.4.1 Letter of Intent**

A Letter of Intent, which will include all of the information requested in Section 2 of the RFQ. The Letter of Intent is to be signed by an officer of the company authorized to bind the Applicant to its provisions. The Letter of Intent is to contain a statement indicating the period during which the Application will remain valid. A period of not less than 90 calendar days is required.

---

#### **4.4.2 Applicant's Statement of Organization**

Applicants shall complete Form 1. Applicants are permitted to supply additional information that will assist the City in understanding the Applicant's organization.

#### **4.4.3 Personnel**

Applicants shall provide, preferably in the format requested, all of the information requested in Form 2, which shall include the information requested in Section 2 of the RFQ.

#### **4.4.4 Firm Qualifications and Experience\References**

Applicant shall meet the minimum requirements of Section 2 of this RFQ. Applicants shall provide references using Form 3 provided in Section 5.

#### **4.4.5 Transition Plan**

Ensuring a smooth, seamless transition is of critical importance to the City. An Applicant shall provide a detailed description of how services will be transitioned from the City's existing counsel to the potentially new Applicant.

#### **4.4.6 Insurance Requirement**

Applicant shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFQ or evidence of insurability in the form of a letter from its insurance carrier indicating that Applicant is able to obtain the required insurance.

#### **4.4.7 Applicant's Non-Collusion Certification**

Any Applicant submitting an Application to this RFQ shall complete and execute the Non-Collusion Affidavit of Applicant (Form 4) included in Section 5 of these RFQ documents.

#### **4.4.8 Drug-Free Workplace**

Applicant shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form 5), shall be submitted with the RFQ response.

---

#### **4.4.9 Addenda**

The Applicant shall complete and sign the Acknowledgment of Addenda Form 6 in Section 5 and include it in the Application in order to have the Application considered. In the event any Applicant fails to acknowledge receipt of such addenda, his/her Application shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Application shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

#### **4.4.10 Independence Affidavit**

Applicants shall list and describe their relationships with the City in accordance with Section 3.5 of the RFQ (Form 7).

#### **4.4.11 Certification to Accuracy of Application**

Applicant shall certify and attest, by executing Form 8 of Section 5 of these RFQ documents, that all Forms, Affidavits and documents related thereto that it has enclosed in the Application in support of its Application are true and accurate. Failure by the Applicant to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Application being deemed non-responsive and such Application will not be considered.

#### **4.4.12 Background Checks**

The Applicant agrees that if selected, the Applicant shall be responsible for maintaining current background checks on all employees assigned to provide Services to the City in accordance with the City's Background Check Policy. Background checks for each individual must be performed prior to providing any Services to the City. Written verification of any background checks must be provided to the City if requested by the City Manager.

#### **4.4.13 Compliance with Code of Ethics**

The Applicant agrees that if selected, the Applicant and its employees will abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

#### **4.4.14 Audits**

The Applicant agrees that if selected, the Applicant shall allow the City Manager or his designee, during the term of any Agreement and for a period of three (3) years from the date of termination or expiration of any Agreement, access to and the right to examine and audit any Records of the Applicant involving transactions related to the Services.

## 4.5 Cone of Silence

### CONE OF SILENCE

I. Notwithstanding any other provision in the specifications. The “Cone of Silence” prohibits the following activities:

- A. Any communication regarding this RFQ, RFP or Bid between a potential vendor, service provider, bidder, lobbyist or Applicant and the City’s professional staff, including, but not limited to, the City Manager and his or her staff;
- B. Any communication regarding this RFQ, RFP or Bid between the City Commissioners and any member of the City’s professional staff, including but not limited to, the City Manager and his or her staff;
- C. Any communication regarding this RFQ, RFP or Bid between potential vendor, service provider, bidder, lobbyist or Applicant and any member of a selection committee;
- D. Any communication regarding this RFQ, RFP or Bid between the City Commissioners and any member of a selection committee therefore;
- E. Any communication regarding a particular RFQ, RFP or bid between any member of the City’s professional staff and any member of a selection committee; and
- F. Any communication regarding a particular RFQ, RFP or bid between a potential vendor, service provider, bidder, lobbyist or Applicant and the Mayor or City Commissioners.

II. These prohibitions do not apply to communications with the City Attorney and his or her staff.

III. The “Cone of Silence” is imposed upon this RFQ, RFP or Bid after advertisement of said RFQ, RFQ or Bid. The “Cone of Silence” shall terminate at the time that staff makes his or her recommendation to the City Commissioners, unless the Commissioners refers the Mayor’s recommendation back to the Mayor for further review.

IV. The “Cone of Silence” shall NOT apply to:

- A. Oral communications at pre-bid conferences;
- B. Oral presentations before publicly noticed selection committee meetings;
- Contract negotiations during any duly noticed public meeting;

---

Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Mayor makes his or her written recommendation;

Emergency procurement of goods or services;

Communications regarding a particular RFQ, RFP or bid between any person and the City's procurement agent or contracting officer responsible for administering the procurement process for such RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; or

Communications regarding a particular RFQ, RFP or bid between the City's procurement agent or contracting officer responsible for administering the procurement process for such RFQ, RFP or bid and a member of the selection committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited by the RFQ, RFP or Bid.

V. Any questions, explanations or other requests desired by an Applicant regarding this RFQ must be requested in writing to the City Clerk, 404 W. Jefferson Street, Quincy, Florida 32351 or via facsimile at 850-875-7313. Applicants must file copies of all written communications with the City Clerk's Office.

VI. Please contact the City Attorney with any questions concerning the "Cone of Silence" compliance.

VII. Upon imposition of the Cone of Silence for a particular RFQ, RFP or Bid, the Manager shall:

A. Issue a written notice to affected City departments;

B. File a copy of the Notice required by subsection (1) with the City Clerk with a copy to the Mayor and City Commissioners; and

C. Include in the public solicitation for goods and services a statement disclosing the requirements of the Cone of Silence as follows:

---

#### **4.6 Estimated Schedule**

The Staff anticipates that RFQ activities will take place in the order listed below.

Request for Applications Legal Advertisement

RFQ Release

Last Date for Submittal of Written Questions Prior to

Application Due Date

Applications Due

Review and Evaluation

Recommendation to City Commission

City Commissioner Award

Negotiation of Agreement

Commence Services

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

---

**SECTION 5 – QUALIFICATION FORMS**

The forms located in this section of the RFQ shall be included in the Sealed Application. Forms not completed in full may result in disqualification.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 1**  
**APPLICANT'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (APPLICANT):

\_\_\_\_\_

Principal Business Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Principal Contact Person(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

\_\_\_\_\_

\_\_\_\_\_

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Applicant. Provide proof of the ability of the individuals so named to legally bind the Applicant.

Name Address Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If a corporation, in what state incorporated:

Date Incorporated:

Month Day Year

If a Joint Venture or Partnership, date of Agreement:

5. List all firms participating in this project (including subcontractors, etc.):

Name Address Title

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

19



**FORM 1**  
**APPLICANT'S STATEMENT OF ORGANIZATION**  
**(CONTINUED)**

6. Outline specific areas of responsibility for each firm listed in Question 5.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

7. Licenses:

a. County or Municipal Occupational License No.

\_\_\_\_\_  
(Attach Copy)

b. Occupational License Classification:

\_\_\_\_\_

c. Occupational License Expiration Date:

\_\_\_\_\_

d. Social Security or Federal I.D. No:

\_\_\_\_\_

[THIS SPACE INTENTIONALLY LEFT BLANK]

---

**FORM 2  
PERSONNEL**

For each person providing services sought in the RFQ, provide a detailed resume indicating that individual's areas of expertise and experience. It is preferred that resumes be provided in the following format, but not required. Additional information may be provided at the option of the APPLICANT.

---

A. Name & Title

B. Years Experience with:

This Firm:

With Other Similar Firms:

C. Education:

Degree(s)

Year/Specialization

D. Other Relevant Experience and Qualifications

E. Attach documentation showing Applicant is an active member of the Florida Bar eligible to practice law in the State of Florida.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 3**  
**REFERENCES**

The Applicant shall provide a minimum of five references of public agencies presently, or previously being served by the Applicant with similar services to those being proposed in this Application.

1. Name of Public Agency:

Address:

\_\_\_\_\_  
Phone Number:

Principal Contact Person(s):

\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_

2. Name of Public Agency:

Address:

\_\_\_\_\_  
Phone Number:

Principal Contact Person(s):

\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_

3. Name of Public Agency:

Address:

\_\_\_\_\_  
Phone Number:

Principal Contact Person(s):

\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_

4. Name of Public Agency:

Address:

\_\_\_\_\_  
Phone Number:

Principal Contact Person(s):

\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_

---

**FORM 3  
REFERENCES  
(CONTINUED)**

5. Name of Public Agency:  
Address:

---

Phone Number:

Principal Contact Person(s):

---

Year Contract Initiated: \_\_\_\_\_

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 4**  
**NON-COLLUSION AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Applicant that has submitted the attached Application;
  
2. He/She is fully informed respecting the preparation and contents of the attached Application and of all pertinent circumstances respecting such Application;
  
3. Such Application is genuine and is not a collusive or sham Application;
  
4. Neither said Applicant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Applicant, firm or person to submit a collusive or sham Application in connection with the Agreement for which the attached Application has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other Applicant, firm, or person to fix the price or prices in the attached RFQ, or of any other Applicant, or to fix any overhead, profit or cost element of the Application or the response of any other Applicant, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Quincy, Florida, or any person interested in the proposed Agreement; and

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 4  
NON-COLLUSION AFFIDAVIT  
(CONTINUED)**

5. The response to the attached RFQ is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Applicant or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day  
and year written above

STATE OF FLORIDA )

) SS:

COUNTY OF \_\_\_\_\_ )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,  
personally appeared \_\_\_\_\_ as

\_\_\_\_\_, of \_\_\_\_\_, an

organization authorized to do business in the State of Florida, and acknowledged executing the  
foregoing Affidavit as the proper official of \_\_\_\_\_ for the use and

purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the  
instrument is the act and deed of that corporation. He/She is personally known to me or has

produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and  
County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 5**  
**DRUG-FREE WORKPLACE**

The undersigned Applicant in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
  
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 5  
DRUG-FREE WORKPLACE  
(CONTINUED)**

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA )

) SS:

COUNTY OF \_\_\_\_\_ )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as

\_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

27



**FORM 6**  
**ACKNOWLEDGMENT OF ADDENDA**

The Applicant hereby acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of this RFQ. In the event the Applicant fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE IN ONLY)
--------------------	------------------	------------	-------	--------------------------------

# **DRAFT**

## **INTERLOCAL AGREEMENT CITY OF TALLAHASSEE, FLORIDA AND CITY OF QUINCY, FLORIDA FOR DEDICATED INTERNET SERVICE**

**THIS INTERLOCAL AGREEMENT** (hereinafter called "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **City of Tallahassee, FL**, a municipal government, whose address is 300 South Adams St., Tallahassee, FL 32301, acting through its City Commission (hereinafter called "CITY"), and the **City of Quincy**, a Florida municipal corporation, whose address is 404 West Jefferson St., Quincy FL 32351, acting through the City Commission of the City of Quincy of the State of Florida (hereinafter called "PROVIDER"), (collectively the "Parties").

### **WITNESSETH:**

**WHEREAS**, the CITY and PROVIDER recognize their mutual obligation and responsibility to the citizens of Tallahassee and Quincy; and

**WHEREAS**, the PROVIDER already manages and provides bandwidth and co-location facilities; and

**WHEREAS**, the PROVIDER and CITY desire to utilize available bandwidth; and

**WHEREAS**, the PROVIDER and CITY desire to work together to create benefits that will flow to the citizens and staff of TALLAHASSEE through the coordination and distribution of certain telecommunications services and programs and sharing the use of certain facilities.

**NOW, THEREFORE**, the parties hereto, for and in consideration of the promises and mutual covenants, terms and conditions hereinafter contained, hereby covenant and agree as follows:

**SECTION 1. PURPOSE.** The purpose of this agreement is the following:

To authorize the PROVIDER to provide the CITY with professional services in the area of Telecommunications (Dedicated Internet Service) to be located at 619 Mabry St., Tallahassee, FL through a cross-connect circuit currently owned by or acquired by PROVIDER. This Agreement also grants the

**INTERLOCAL AGREEMENT**

**Dedicated Internet Service**

**Page 1 of 5**

# **DRAFT**

PROVIDER an option to provide peripheral services such as IP addressing and Dedicated Internet Service.

## **SECTION 2. CITY'S RESPONSIBILITIES.**

(a) The PROVIDER shall assume responsibilities for delivering Dedicated Internet Service in their requested amount to the CITY at the 619 Mabry St. location. PROVIDER will also provide Class C IP addresses at the CITY'S request.

(b) The PROVIDER agrees to lease the IP addresses to the CITY contingent upon continued dedicated internet services being delivered per this agreement.

(c) All leases between the Parties shall allow the PROVIDER to enter into subleases with telecommunication providers (the "Subleases"). The PROVIDER shall have the sole authority to negotiate the terms of the Subleases. The PROVIDER will provide dedicated internet service to the CITY based on increments of 1 GB blocks. Payment from the CITY for dedicated internet service shall be due upon receipt of invoice from the PROVIDER and shall be billed monthly. The PROVIDER will provide a Service Level Agreement (SLA) to the CITY outlining services and response times. Both parties will approve the SLA.

## **(d) SECTION 3. CITY'S RESPONSIBILITIES.**

(a) CITY hereby grants the PROVIDER the option to provide dedicated internet service to the CITY. This is not an exclusive agreement and the CITY may enter into agreements with other providers. CITY agrees to compensate the PROVIDER in the amount agreed to by both parties.

## **SECTION 4. TERM, TERMINATION AND LENGTH OF AGREEMENT.**

(a) Term of Agreement. The term of this Agreement is for four (4) years commencing Feb 1, 2014. Subsequent to the conclusion of the initial four (4) year term, this Agreement shall automatically renew annually at the Parties' discretion for additional one (1) year terms. Should a party wish to terminate this Agreement at the end of a term, that party shall provide written notice to the other party ninety (90) days prior to the end of the term.

(b) Termination of Agreement. The Parties agree that this Interlocal Agreement may be terminated by either party without cause after providing 90 days

# DRAFT

written notice. Termination of this Agreement shall not constitute a termination of any other existing agreements between the PROVIDER and the CITY.

**SECTION 5. INTERPRETATION.** The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either Party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

**SECTION 6. NOTICES.** Whenever either Party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the Party for whom it is intended at the place specified below. The place for giving of notice shall remain the same until it shall have been changed by written notice in compliance with the provision of this paragraph. For the present, the Parties designate the following as the respective place for giving of notice:

FOR CITY:

Anita F. Thompson  
City Manager  
City of Tallahassee, FL  
300 South Adams St.  
Tallahassee, Florida 32301

FOR PROVIDER:

Jack L. McLean Jr.  
City Manager  
404 West Jefferson St.  
Quincy, FL 32351

**SECTION 7. SEVERABILITY.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal, or unenforceable.

**SECTION 8. EFFECTIVE DATE.** The effective date of this Agreement shall be the date upon which the last party to execute shall execute this Agreement.

INTERLOCAL AGREEMENT

Dedicated Internet Service

Page 3 of 5

# DRAFT

**SECTION 9. LIABILITY/NO THIRD PARTY BENEFICIARIES.** Nothing is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable. Nothing shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. All Parties are municipal corporations or political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, or any amended or successor statute, and agree to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law.

**SECTION 10. LIMITATIONS OF AGREEMENT.** It is not the intent of this agreement to change the jurisdiction of the Parties in any manner except as specifically provided. All other policies, rules, regulations and ordinances of the Parties will continue to apply within the jurisdictional boundaries of each Party.

**SECTION 11. FILING OF INTERLOCAL AGREEMENT.** Pursuant to the provisions of Section 163.01(11), Florida Statute, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Gadsden County, Florida.

**SECTION 12. EMPLOYEE STATUS.** Persons employed by either Party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of the other Party nor shall they have any claim to pension, worker's compensation, civil service or other employee rights or privileges granted by the other Party to its officers and employees.

**IN WITNESS WHEREOF,** the Parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:

CITY OF TALLAHASSEE FLORIDA

\_\_\_\_\_  
James O. Cooke, IV  
Office of the Treasurer-Clerk  
Date: \_\_\_\_\_

\_\_\_\_\_  
John Marks, Mayor  
Date: \_\_\_\_\_

Approved as to form and legality

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

---

# DRAFT

---

ATTEST:

CITY OF QUINCY, FLORIDA

\_\_\_\_\_  
Sylvia Hicks , City Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Keith Dowdell, Mayor

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_