

City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



Meeting Agenda

**Tuesday,
November 10, 2015
6:00 PM**

City Hall Commission Chambers

City Commission

Derrick Elias, Mayor (Commissioner District Three)
Micah Brown, Mayor Pro-Tem (Commissioner District Two)
Keith Dowdell (Commissioner District One)
Andy Gay (Commissioner District Four)
Daniel McMillan (Commissioner District Five)

**AGENDA FOR THE REGULAR MEETING
OF THE CITY COMMISSION OF
QUINCY, FLORIDA
Tuesday
November 10, 2015
6:00 PM
CITY HALL CHAMBERS**

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of Agenda

Special Presentations by Mayor or Commission

Approval of the Minutes of the previous meetings

1. Approval of Minutes of the 10/27/2015 Regular Meeting
(Sylvia Hicks, City Clerk)

Proclamations

Public Hearings as scheduled or agended

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

Ordinances

Resolutions

Reports by Boards and Committees

Reports, requests and communications by the City Manager

3. Crystal River 3 Settlement
(Mike Wade, City Manager, Ted Beason, Finance Director)

4. Sanitary Sewer System Smoke Testing
(Mike Wade, City Manager)

5. Fire Department Reports – District Calls September 2015, Monthly Activity Report for September 2015, District Calls October 2015, Monthly Activity Report for October 2015
(Mike Wade, City Manager, Scott Haire, Fire Chief)

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

Comments

a) City Manager

Announcement of executive session as a Special City Commission Meeting for November 17, 2015 @ 6:00 p.m. to discuss union matters.

b) City Clerk

c) City Attorney

1. Announcement of executive session pursuant to Section 286.011(8), Florida Statutes, in the case of *William Blitch v. Quincy and Tara Bryant, Gregory Horne, and Sean Boyd in their individual capacities, Case No.: 4:15-cv-00246-RH-CAS, United States District Court, Northern District Of Florida, Tallahassee Division.*

d) Commission Members

Comments from the audience

Adjournment

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
OCTOBER 27, 2015
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, October 27, 2015, with Mayor Commissioner Elias presiding and the following present:

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

Also Present:

City Manager Mike Wade
City Attorney Scott Shirley
Acting City Clerk Catherine Robinson
Planning Director Bernard Piawah
Finance Director Ted Beason
Police Chief Glenn Sapp
Human Resources Director Bessie Evans
CRA Manager Regina Davis
Public Works Director Reginald Bell
Fire Chief Scott Haire
Code Enforcement Officer Robert Anderson
Sergeant at Arms Officer Pearson

Call to Order:

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

Approval of Agenda

Commissioner McMillan made a motion to approve the amended agenda: Add under Special Presentations an announcement by Chief Haire. Commissioner Dowdell seconded the motion. The motion carried four to zero.

Special Presentation by Mayor or Commissioners

Chief Haire announced that Captain Todd Pierce will be retiring November 1, 2015 and acknowledged Captain Pierce's wife and daughter. Chief Haire stated that Captain Pierce is a veteran of the City of Quincy Fire Department for 26 years and will be a State Fire Marshal. Captain Pierce thanked the City for hiring him and giving him the opportunity. Commissioner Gay thanked Captain Pierce, Commissioner Dowdell thanked him and stated he also received his first CPR class from Captain Pierce.

Commissioner McMillian thanked Captain Pierce for his many years of service. Commissioner Brown thanked Captain Pierce for his many years of service that he has given the City. Mayor Elias also thanked Captain Pierce for his many years of service and thanked his family for allowing him to be a part of the City of Quincy.

Approval of the Minutes of the previous meetings

Approval of October 13, 2015 Regular Meeting

Commissioner Gay made a motion to approve the minutes of the September 9, 2015 Budget Hearing with corrections if necessary. Page 6 first paragraph should read... Mediation Settlement Agreement, page 7 fifth paragraph should read... Mayor Elias asked, and page 7 sixth paragraph should read... he would like to be placed on the board. Commissioner Brown seconded the motion. The motion carried four to zero.

Proclamations

Public Hearing as scheduled or agended

Second Reading of Ordinance No. 1073-2015 Utility Rates and Billing Period

At a Public Hearing Commissioner McMillian made a motion to read Ordinance No. 1073 by title only. Commissioner Brown seconded the motion. Upon roll call by the Acting Clerk the ayes were Commissioners Brown, Dowdell, Gay, McMillan, and Elias. The Mayor read the title as follows:

ORDIANNCE NO. 1073

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF QUINCY, FLORIDA, RELATING TO UTILITY BILLING, RATES AND CHARGES; AMENDING CODE OF ORDINANCES SECTION 74-1 RELATING TO PENALTY AND DISCONNECTION OF SERVICE FOR NONPAYMENT OF CHARGES; AMENDING CODE OF ORDINANCES SECTIONS 74-177, 74-178-74-179 AND 74-180 PERTAINING TO ELECTRIC LIGHT AND POWER RATES AND REGULATIONS FOR RESIDENTIAL COMMERCIAL AND DEMAND ELECTRICITY SOLD BY THE CITY OF QUINCY, PROVIDING FOR FINDINGS; PROVIDING FOR ADJUSTMENT OF THE NUMBER OF DAYS AFTER MONTHLY BILLING THAT A MONTHLY UTILITY BILL IS CONSIDERED PAST DUE FOR PURPOSES OF PENALTY AND DISCONNECTION; PROVIDING FOR ADJUSTMENT OF THE GENERAL SERVICE AND ENERGY CHARGE RATES; PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE; AND PROVIDING FOR AND EFFECTIVE DATE.

There were no comments from the audience.

Commissioner Dowdell made a motion to approve Ordinance No. 1073-2015 on second reading. Commissioner Brown seconded the motion. Upon roll call by the Acting Clerk the ayes were Commissioners Brown, Dowdell, Gay, McMillan and Elias. The motion carried five to zero.

Public Opportunity to speak on Commission propositions- (Pursuant to Sec. 286.0114. Fla. Stat. and subject to the limitations of S3c. 286.0114(3)(a). Fla. Stat.)

Ordinances

Resolutions

Reports by Board and Committees

Reports, request and communications by the City Manager

Florida Power and Light Transmission Service Agreement

City Manager Mike Wade reported to the Commission that the initial request was for network service which provides firm scheduling and coincident peak with Florida Power and Light's system. The network service is not in accord with the FPL tariff and is not available to the City under the current arrangement. He stated that FPL tariff requires that the entire customer load be included and the tariff does not provide accommodation for other resources such as SEPA entitlement. As a result of this determination a long term firm point-to-point arrangement for transmission service is available. He stated the fiscal impact from firm point to point compared to network service is currently estimated at \$40,000 to \$50,000 annually. He stated that the projections indicate that FPL will remain the lowest priced provider even with the firm point to point service. Commissioner Dowdell made a motion to approve the Transmission Service Agreement with Florida Power and Light. Commissioner Brown seconded the motion. Mayor Elias asked Commissioner Dowdell to amend his motion to include the authorization of the Mayor to sign the agreement. Commissioner Dowdell amended his motion. Commissioner Gay asked does this guarantee capacity to the City. The City Manager stated it has to be scheduled to guarantee capacity. Commissioner Gay asked if this was included in the original proposal. The Manager stated no. Commissioner Gay asked if we decide not to enter into this agreement what will be the impact. Attorney Shirley stated we have to have this. Mayor Elias asked with the additional cost do we have funds to cover this. Mr. Beason replied yes. The motion carried five to zero.

Hanger Addition a Quincy Airport

Bernard Piawah Director of Building and Planning informed the Commission that the Quincy Airport authority is requesting for permit approval for the construction of two additional hangers at the Quincy Airport. Mr. Piawah stated that during the Planning and Development Review Board meeting the airport representative indicated that the Airport Authority does not have the financial resources to install additional fire hydrants at this time. Subsequently, the airport representative sent an email to the City

committing to install part of the underground pipes for the hydrants at this time and will complete the work after they obtain grant money from the federal government next year. Mr. Piawah stated that the issue of lack of fire hydrants at the airport has been brought to the attention of the Airport Authority as far back as 2008 and the Airport had agreed to install the necessary hydrants. Staff cannot recommend approval without constructing the fire hydrants. The Fire Department's concern is that the nearest fire hydrant is located on King Street more than 2,200 feet away and will not provide adequate fire flow for the buildings at the airport. The Fire Department recommended that additional fire hydrants be constructed prior to any new hanger at the airport. Commissioner Dowdell asked why did he add a third option without conditions. Mr. Piawah stated we received conditions from the Fire Chief and others. Commissioner Gay stated this report is very thorough and the City must make sure that we are not going too fast to ensure safety along with growth, the airport is a great asset to the City. Mayor Elias stated that he can't support this at this time because there are major issues that need to be addressed. Commissioner McMillan stated that his is a major asset to the City we need to put specific dates for the fire hydrants to be installed, enter into a hold harmless agreement to protect the City, and they don't need to put anything else at the airport unless it comes before the Commission. Ms. Janice Watson Administrator for the Airport Authority informed the Commission that she had no knowledge of the prior issues of the fire hydrants, she stated it is as estimated cost of \$70,000 to construct the fire hydrants but will apply for funding from FDOT. Commissioner Gay asked the Fire Chief if they had a plan to fight a fire at the airport. Chief Haire stated yes we have a truck that holds 1,800 gallons and would use the other fire departments if necessary. Commissioner Gay made a motion to approve the construction of the additional hangers at the Quincy Airport with the requirement that part of the pipes for the hydrants be installed now and to complete the work later in the 2016-2017 fiscal year when financial resources becomes available. Commissioner McMillan seconded the motion. The motion carried three to two with Commissioner Dowdell and Mayor Elias voting nay.

CRA Interlocal Agreement

Mayor Elias asked under compensation: the statement all payments for services by QCRA to the City pursuant to this agreement shall constitute an obligation to pay an indebtedness in accordance with the Act. City Attorney Shirley stated that the language was taken from another agreement and should be stricken. CRA Attorney Brown stated that the words should have been switched to read... payments for services by the City to the QCRA. Commissioner Gay made a motion to approve the Interlocal Agreement with the amended language between the City of Quincy and the Quincy CRA. Commissioner McMillan seconded the motion. The motion carried five to zero.

Code Enforcement Activity Report

Commissioner Dowdell asked if the grass can be cut at the house on Virginia Street and asked who owns the house. The City Manager stated he would look into the matter and whatever work is done we will place a lien on the property for the amount we

incurred. Commissioner McMillan stated that he is very pleased with the work of the Code Enforcement Officer. Commissioner Gay stated that he is doing a good job.

Financial Report, Arrears, Cash Requirement Report, P-Card Report

Ted Beason Finance Director informed the Commission that this is the yearend report and is not accurate in the over/under column. Mayor Elias asked the status of the reconciliations. Mr. Beason stated that he had not made any progress due to a lack of focus. Commissioner McMillan asked if we made the \$700,000 bond payment. Mr. Beason stated yes we made it on September 30th.

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

Comments

City Manager

City Manager Mike Wade informed the Commission that he is still working on the request regarding the house in front of former Mayor-Commissioner Bryant house.

City Manager Mike Wade reported to the Commission that the paving contractor Peavy has the contract and we are expecting to receive it back at any time for the paving on Martin Luther King Jr. Boulevard. It should take approximately three weeks to complete after the notice to proceed is given.

City Clerk – None

City Attorney

City Attorney Scott Shirley reported to the Commission the following: (1) The City is in the process of reviewing the allowable use in the Heavy Commercial and light Manufacturing (C-2) Zoning district and the Manufacturing (M-1) zoning district to determine which uses are appropriate for those areas and will be pursuing an amendatory ordinance which may impose significant further restrictions and/or elimination of assembly occupancies and other uses in those districts. Processing of certain applications for development approval may be delayed during the above referenced ordinance drafting and adoption process. (2) Consideration of final settlement in Johnny Lee Robinson v City of Quincy, Florida, and Thomas L. Murray, individually, Case No. 4:15-cv-000039-MW/CAS in the United States District Court of the Northern of Florida, Tallahassee Division. Commissioner Gay made a motion to approve the settlement agreement. Commissioner Dowdell seconded the motion. The motion carried five to zero. (3) The Long Settlement has been dismissed.

Commission Members

Commissioner Dowdell asked the ditch beside his house needs to be cleaned out.

Commissioner Brown thanked Code Enforcement and stated keep up the good work. Commissioner McMillan stated that Mainstreet had Porchfest and it was a great event. Commissioner McMillan stated that the parade was great but the route was wrong. He stated that he had a problem with the cleanup after the parade. Commissioner McMillan stated that Halloween is Saturday and we need to close King Street for the pedestrian traffic. Commissioner Gay stated that Western Cemetery looks really nice. He asked that if we can secure a grant to install a fence around the cemetery because it is historic. Commissioner Gay stated that he was pleased to see Quincy Police Department running radar around the City. Commissioner Gay stated that he appreciates Chief Sapp for mentoring in the school system. Commissioner Gay asked Chief Sapp if he had a plan for Halloween. Chief Sapp stated that he does and he plans to block off King Street from Ward to 14th Street from 6:00 to 8:30pm. and will inform the citizens of the road closure. Mayor Elias asked the Chief Sapp to make sure that he lets the residents know about the streets being blocked off. Mayor Elias stated that Porchfest was very nice and had good music. Mayor Elias stated that the Shaw Quarters event turned out great. Mayor Elias stated that we must have a contingency plan for parade cleanup. Mayor Elias stated that any department that has positions that needs filling they need to move expeditiously in filling the vacancies. If the position is necessary then move forward and fill the position or we will take it out of the budget. Mayor Elias stated Retired Master Sergeant Isiah McMillan is the guest of honor on November 11, 2015 at 11:00am at Riverchase. He stated that Master Sergeant served in the US Army for 27 years and was a POW in the Vietnam War from 1968 to 1973. He stated Riverchase extends this invitation to the public, and hopes that you can join them in honoring not only MSG McMillan, but all of our US Veteran. Lunch will be served. Sponsors are Riverchase Family Council, Riverchase Health and Rehab, VFW of Gadsden County, Delta Sigma Theta Sorority, and Delta Service and Education Foundation. The Porchfest will air immediately following the meeting as well as the little league football game. Commissioner McMillan made a motion to adjourn the meeting. Commissioner Brown seconded the motion. There being no further business to discuss the meeting was adjourned.

APPROVED:

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

ATTEST:

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

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: November 10, 2015

DATE OF REQUEST: November 5, 2015

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Wade, City Manager
Ted Beason, Finance Director

SUBJECT: Update for Crystal River 3 Settlement

Statement of Issue:

Duke Energy has reached a settlement with its Florida wholesale power customers in the Crystal River 3 (CR3) power generation case. The City of Quincy received \$105,284 from the settlement. The City's total cost to date for legal services in this case is \$1796. The remaining cost for Quincy's share in reaching the settlement is expected to be minimal if any. Staff considered three areas of particular need to apply the funds. Option 1 is to apply \$100,000 to the arrears of the Southeastern Power Administration (SEPA) account, the settlement is the result of an electric supply issue so we feel that it would be appropriate to apply these funds to the SEPA account which would help reduce the outstanding balance. Another option that was considered is to place the funds in a rate stabilization account; however, we had planned to fund the rate stabilization account from a portion of the returned deposit currently being held by FMPA. A third consideration is to establish a debt service bank account for the 2003 and 2011 Bond Issues. Our plan has been to establish a debt service account once all arrears are current. The debt service account will require a monthly contribution of approximately \$86,000 per month to meet the required \$1,000,000 debt service payments. After considering various options staff plans to apply the settlement funds to the SEPA account unless the commission desires to provide other direction.

Attachment:

1. November 27, 2012 Agenda item

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: November 27, 2012

Date Submitted: November 27, 2012

To: Honorable Mayor and Members of the Commission

From: Jack McLean, City Manager
Mike Wade, Director of Utilities

Subject: FMPA – Agency Authorization Agreement

Issue

The Florida Municipal Power Agency (“FMPA”) has offered to act as an Agent for the City of Quincy, along with 13 other cities, for the purpose of holding settlement discussions with Progress Energy Florida (“PEF”) relating to the containment building delamination and ongoing outage at Crystal River 3 (“CR3”) power generating plant. This agreement is similar to an agreement, which was beneficial to the participating parties, entered into with FMPA for reaching a settlement agreement with PEF in 2002.

Analysis/Discussion

The City purchased wholesale power from PEF through the contract term ending December 31, 2010 and may be entitled to compensation as a result of a steam generator replacement project and outage of the Progress Energy Crystal River 3 plant. The City desires to enter into discussions with PEF concerning these outstanding issues. Staff has determined that it would be beneficial for FMPA to act as the City’s agent in the discussions with PEF. FMPA will incur expenses on the City’s behalf and will charge the City an amount equal to the City’s percentage share of costs and expenses. The city’s allocable share as shown in Exhibit “B” of the agreement is .57 percent of the total costs and expenses. The agreement sets a not to exceed amount of \$250,000 for total costs and expenses allocable to the participating cities. Quincy’s share of the total costs is estimated to be \$1425.00 (.57% of \$250,000). Because the City’s contract with PEF terminated at the end of 2010 the City may have limited claim to actual or potential damages as compared to the other participating cities. However, staff

believes there is potential for the City to benefit from the settlement discussions. The City's percentage share of the costs and expenses may be revised from time to time in the event other participants terminate their agreement. The City has the right to terminate the agreement by providing 15 days written notice.

Options

Option 1: Approve that the City to enter into an Agency Agreement with FMPA and authorize the Mayor to sign the agreement.

Option 2: Do not approve the Agency Agreement.

Recommendation: Option 1

Attachments:

1. Agreement
2. Exhibit A
3. Exhibit B
4. Agreement dated July 10, 2001

AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 2012, by and between the Florida Municipal Power Agency (“FMPA”) and the City of Quincy, Florida (“the City”).

WHEREAS, the City purchases, or has purchased, wholesale power from Florida Power Corporation, doing business as Progress Energy Florida, including any successor in interest (“PEF”);

WHEREAS, the City desires to enter into discussions with PEF concerning certain outstanding issues between PEF and the City relating to the steam generator replacement project and resulting delamination and outage of the Crystal River 3 Plant;

WHEREAS, the City has determined that it would avoid duplication of effort and would be beneficial to the City to have FMPA act as its agent in these discussions with PEF;

WHEREAS, FMPA is willing and able to act as the City's agent in these discussions with PEF;

WHEREAS, FMPA intends to enter into substantially similar agreements (each an “Agency Agreement”) as this agreement with other FMPA member utilities that are, or were previously, joint owners of the Crystal River 3 Plant or wholesale purchasers of PEF, or both (collectively with the City, the “Florida Cities”); and

WHEREAS, FMPA, on behalf of itself and the City, has entered into that certain Confidentiality Agreement with respect to Settlement Negotiations by and between Florida Power Corporation d/b/a Progress Energy Florida and Florida Municipal Power Agency, on behalf of itself and the named “Florida Cities” in the Crystal River 3 Tolling Agreement between FMPA and PEF, effective as of August 13, 2012, as amended, (the “Confidentiality Agreement”), a copy of such Confidentiality Agreement being attached to this agreement as Exhibit “A” and is incorporated into and made a material part of this agreement by this reference;

NOW, THEREFORE, for and in consideration of the matters set forth herein, FMPA and the City hereby agree as follows:

1. The City hereby designates FMPA as its agent for the purpose of conducting discussions with PEF relating to the steam generator replacement project and resulting delamination and outage of the Crystal River 3 Plant, including, among other things, the entering into and execution of pertinent confidentiality agreements with PEF on behalf of FMPA and the City, and the City hereby agrees to be bound by the terms and conditions of such agreements, including, without limitation, the Confidentiality Agreement. The City acknowledges that FMPA will be acting in a similar capacity for FMPA, for other municipal owners of the Crystal River 3 Plant, and for certain municipal wholesale power customers of PEF. The City reserves the right to participate directly in any such negotiations from time to time should issues unique to the City arise. The City agrees not to independently negotiate with PEF regarding the Crystal River 3 Plant steam

generator replacement project and resulting delamination and outage prior to the termination of this agreement.

2. FMPA will, at its discretion, provide the necessary legal and technical personnel to collect and analyze all pertinent and available data and information regarding the steam generator replacement project and resulting delamination and outage of the Crystal River 3 Plant, and to assist in the discussions and negotiations with PEF relating to the Crystal River 3 Plant. In so doing, FMPA has and will incur costs and expenses on the City's behalf. Accordingly, FMPA will charge the City, and the City hereby agrees to pay, an amount each month equal to the City's percentage share, as set forth in Exhibit "B," which is attached to and made a material part of this agreement, of such costs and expenses incurred by FMPA.

3. (a) FMPA may amend Exhibit B from time to time to reflect revised estimates of the City's percentage share of FMPA's costs and expenses. Except as provided in paragraph 3(b), FMPA shall provide to the City a copy of a proposed Exhibit B amendment with an effective date established by FMPA that shall not be less than fifteen (15) days after the issuance of the proposed Exhibit B amendment.

(b) In the event that any Florida City provides notice to FMPA of its intent to terminate its Agency Agreement, FMPA shall, as soon as reasonably practicable after receipt of such notice, provide to the City a copy of a proposed Exhibit B amendment to reflect the removal of such terminating Florida City from the Exhibit B cost allocation, which amendment shall be effective on the date commensurate with the termination date of the departing Florida City's Agency Agreement.

(c) In the event of any Exhibit B amendment, the City shall be responsible for its share of FMPA's costs and expenses incurred (including costs accrued but not yet billed) at the City's percentage allocation share reflected in Exhibit B in effect as of the date such costs and expenses were incurred by FMPA.

4. This agreement will remain in effect until the earlier of (a) the date on which this agreement is terminated by either party upon fifteen (15) days written notice to the other party; or (b) the date on which PEF terminates negotiations with FMPA; provided, however, the City will be responsible for its share of all costs and charges incurred (including costs accrued but not yet billed, as well as costs committed to by contract that cannot reasonably be cancelled or avoided) up to the date of termination.

5. FMPA's total costs and expenses allocable to the Florida Cities shall not exceed \$250,000 without the advance written consent of the Florida Cities. FMPA shall provide notice to the City when FMPA reasonably believes that it has incurred costs and expenses equal to 80% of \$250,000. FMPA shall not be required to provide services or incur additional costs or expenses in excess of \$250,000 without advance written authorization from the City, and agreement by the City to reimburse FMPA for the City's percentage share of such additional FMPA costs and expenses, as set forth in Exhibit B.

6. FMPA shall bill the City monthly, and the City shall pay FMPA, within fifteen (15) days of the postmark of each bill, to the offices of

Florida Municipal Power Agency
8553 Commodity Circle
Orlando FL 32819-9002

or such other address as FMPA shall specify in writing to the City.

In the event the City fails to make payment when due of any amount owed hereunder, FMPA may impose a late-payment charge for each delinquent day, equal to the prime rate as published for that month in The Wall Street Journal.

7. All notices issued pursuant to this agreement shall be sent via email to the following:

To FMPA:

Nicholas P. Guarriello
Email: nick.guarriello@fmpa.com

To the City:

With a required copy to:
Jody Lamar Finklea
Dan O'Hagan
Email: jody.lamar.finklea@fmpa.com
dan.ohagan@fmpa.com

8. Subject to FMPA's, the City's, or both, obligation to keep such data and information confidential pursuant to any confidentiality agreement, including without limitation, the Confidentiality Agreement, the City shall be entitled to receive copies of (a) all pertinent and available data and information regarding the steam generator replacement project and resulting delamination and outage of the Crystal River 3 Plant that is gathered by FMPA and any experts hired by FMPA, and (b) any resulting analysis and reports; provided that such data, information, analysis or reports are made or received by FMPA in its role as agent for the City pursuant to this agreement.

9. FMPA shall give updates on the progress of the negotiations no less than monthly unless no activity for given month had taken place, in which case FMPA will notify the City to that effect as its update.

10. This agreement does not constitute or create a joint venture, partnership, or any other similar arrangement between FMPA and the City. FMPA and the City are each independent entities and neither is the agent of, nor has the authority to bind the other for any purpose other than as specifically set forth in this agreement. Except as specifically set forth in this agreement, no party shall bind any other, or represent that it has the authority to do so.

CITY OF QUINCY, FLORIDA

by _____

(please print name)

its _____

FLORIDA MUNICIPAL POWER AGENCY

by _____

Nicholas P. Guarriello
its General Manager and CEO

Exhibit A

First Amended Confidentiality Agreement with respect to Settlement Negotiations

WHEREAS, Florida Power Corporation d/b/a Progress Energy Florida, Inc. ("Progress Energy") and Florida Municipal Power Agency, on behalf of itself and the named "Florida Cities" in the Crystal River Unit 3 Tolling Agreement between FMPA and PEF, agreed to as of July 9, 2012, and amended on September 6, 2012 to add additional Florida Cities (collectively, "FMPA") (individually a "Party" and together the "Parties" including Recipients under paragraph 3 of this Confidentiality Agreement) wish to engage in confidential settlement negotiations concerning potential FMPA claims in connection with the current outage (the "Outage") at the Crystal River Unit 3 ("CR3") nuclear power plant; and

WHEREAS, this Confidentiality Agreement will encourage complete and unfettered settlement negotiations by ensuring that the Parties have confidence that their settlement communications will remain confidential;

NOW, THEREFORE, in consideration of the Parties' agreement to engage in confidential settlement negotiations, the Parties agree as follows:

1. All Protected Material (as defined herein) exchanged by and between the Parties as part of settlement negotiations shall be kept confidential by the Parties, but as to FMPA to the extent permitted by Florida law, and shall be used by the Parties solely for confidential settlement negotiations and the related actions of the parties in the fulfillment or furtherance of such negotiations and performance under this Confidentiality Agreement, and shall not be used by the Parties for any other purpose, including, without limitation, for purposes of prosecuting or defending claims in connection with the Outage that may be asserted in any future litigation, arbitration, or other legal proceeding.
2. Protected Material means all documents prepared by Progress Energy or FMPA for use in connection with settlement discussions between Progress Energy and FMPA. Protected Material also includes all written and oral settlement discussions and communications between Progress Energy and FMPA.
3. The Parties may disclose Protected Material to (i) counsel retained to represent their interests in connection with the Outage; (ii) consultants retained by the Parties solely for purposes of negotiating settlement of potential claims in connection with the Outage; and (iii) in response to a valid public records request or as otherwise required by judicial or governmental action (including by subpoena), except that the Party subject to such request or action shall promptly notify the other Party of the same so that the other Party may, if it elects, seek at its own cost to contest, limit, or otherwise protect the Protected Material. In the event of (iii) above, FMPA, to the extent permitted by Florida law, agrees to cooperate with PEF in any proceeding to maintain the confidentiality of the Protected Material at issue. Recipients of Protected Material are to be informed of the existence of this Confidentiality Agreement and requested in writing to abide by its terms.

Exhibit A

4. Usage of Protected Material also shall be subject to Rule 408 of the Federal Rules of Evidence and section 90.408, Florida Statutes.
5. Neither this Confidentiality Agreement nor any acts taken under or pursuant to this Confidentiality Agreement shall preclude either Party from using or disclosing its own information or documents, or information or documents that it obtains other than from these confidential settlement negotiations, including, but not limited to, any documents obtained pursuant to the rights of FMPA (expressly including each of the Florida Cities) under the Crystal River Unit No. 3 Participation Agreement, dated July 31, 1975.
6. Except to enforce the terms of this Confidentiality Agreement or to respond to assertions about its effect, no Party shall use the execution of this Confidentiality Agreement, or any negotiations leading to its execution, against the other Party in any litigation, arbitration, or other legal proceeding.
7. This Confidentiality Agreement may be signed in separate counterparts, with the same force and effect as if all Parties had executed a single copy of the Confidentiality Agreement.
8. Upon written notice by either Party to counsel for the other Party, this Confidentiality Agreement shall terminate, but all protections and privileges set forth herein shall survive and continue even after termination, including without limitation, the provisions contained in Paragraphs 1, 2, and 3 of this Confidentiality Agreement.
9. The undersigned warrant and represent that they have the authority to enter into this Confidentiality Agreement on behalf of Florida Power Corporation d/b/a Progress Energy Florida, Inc. and FMPA, respectively.

DATED: September 10, 2012

Florida Power Corp. d/b/a Progress Energy Florida

By: 

Its: Associate General Counsel

DATED: September 10, 2012

Florida Municipal Power Agency, on behalf of itself and the Florida Cities

By: 

Its: General Manager & CEO

EXHIBIT B

PROPOSED MEMBER COST ALLOCATION FOR CR3 NEGOTIATIONS WITH PROGRESS ENERGY FLORIDA

Member	Ownership Energy (MWh) [1]	Purchased Energy (MWh) [2]	Total Energy (MWh)	Proposed Cost Allocation (%) [3]
Gainesville	90,973	24,412	115,385	21.99%
OUC	103,482	0	103,482	19.72%
Ocala	86,152	0	86,152	16.42%
Leesburg	53,269	0	53,269	10.15%
New Smyrna Beach	36,237	9,019	45,256	8.62%
KUA	43,642	0	43,642	8.32%
Homestead	0	30,482	30,482	5.81%
Mt. Dora	0	13,131	13,131	2.50%
Bartow [4]	0	8,563	8,563	1.63%
FMPA (ARP) [4]	0	5,469	5,469	1.04%
Alachua	5,034	0	5,034	0.96%
Williston	0	4,740	4,740	0.90%
Chattahoochee	0	4,593	4,593	0.88%
Quincy [4]	0	3,000	3,000	0.57%
Bushnell	2,507	0	2,507	0.48%
Newberry [5]	0	0	0	0.00%
Havana [6]	0	0	0	0.00%
Total	421,296	103,409	524,705	100.00%

[1] Represents the assumed average level of energy each CR3 owner could have expected to have received from CR3 in a typical year.

[2] Amounts represent the estimated average annual requirements energy each city purchased from PEF over the period 2010-2011 (calendar years) that could have been expected to have come from CR3 had the unit been in service.

[3] Represents each member's total energy from CR3 as a percent of the entire group's energy from CR3.

[4] Bartow, the FMPA ARP, and Quincy stopped purchasing requirements energy from PEF effective January 1, 2011, and are no longer exposed to baseload energy purchases from PEF. Additionally, Bartow, the FMPA ARP, and Quincy received reimbursement from PEF for at least a portion of their increased purchased power costs in 2010 due to the CR3 outage. As such, their respective claims to damages are limited compared to many of the Florida Cities, and their respective cost allocations have been adjusted, accordingly.

[5] At this time, since Newberry i) joined the ARP in 2000 and began taking service from the ARP on January 1, 2006, and ii) no longer purchases energy directly from PEF, Newberry has not been allocated any costs.

[6] At this time, since Havana i) joined the ARP in 2000 and began taking service from the ARP on May 1, 2003, and ii) no longer purchases energy directly from PEF, Havana has not been allocated any costs.

JAN 25 2002

(FPC wholesale power customers)

A G R E E M E N T

THIS AGREEMENT is entered into on the 10th day of July, 2001, by and between the Florida Municipal Power Agency ("FMPA") and the City of Quincy ("City").

WHEREAS, the City purchases wholesale power from Florida Power Corporation; and

WHEREAS, the City desires to enter into discussions with Florida Power Corporation concerning certain outstanding issues between Florida Power Corporation and the City relating to outages of the Crystal River 3 Plant; and

WHEREAS, the City has determined that it would be beneficial to the City to have FMPA act as its agent in these discussions with Florida Power Corporation; and

WHEREAS, FMPA is willing and able to act as the City's agent in these discussions with Florida Power Corporation;

NOW, THEREFORE, for and in consideration of the matters set forth herein, FMPA and the City hereby agree as follows:

1. The City hereby designates FMPA as its agent for the purpose of facilitating the discussions with Florida Power Corporation, including the entering into and execution of pertinent confidentiality agreements with Florida Power Corporation on behalf of FMPA and the City, and the City acknowledges that FMPA will be acting in a similar capacity for FMPA, for other municipal wholesale power customers of Florida Power Corporation, and for certain municipal owners of the Crystal River 3 Plant.

2. FMPA will, at its discretion, provide the necessary legal and technical personnel to collect and analyze all pertinent and available data regarding the discussions and to assist in the negotiations relating to the Crystal River 3 Plant and, in so doing, FMPA will incur costs and expenses on the City's behalf. Accordingly, FMPA will charge the City an amount each month equal to the ratio of the City's estimated damages, based upon the City's increased costs of wholesale power purchases from Florida Power Corporation, due to the loss of the Crystal River 3 Plant, over the total estimated damages due to the loss of the Crystal River 3 Plant of all of the municipal wholesale power customers, certain municipal owners of Crystal River 3 and FMPA, as set forth in Exhibit "A" attached hereto, times the actual costs incurred by FMPA.

INFORMATION ONLY

3. FMPA shall bill the City monthly, and the City shall pay FMPA, within fifteen (15) days of the postmark of each bill, to the offices of

Florida Municipal Power Agency
8553 Commodity Circle
Orlando FL 32819-9002

or such other address as FMPA shall specify in writing to the City.

In the event the City fails to make payment when due of any amount owed hereunder, FMPA may impose a late-payment charge for each delinquent day, equal to the prime rate as published for that month in The Wall Street Journal.

THIS AGREEMENT will remain in effect until terminated by either party upon fifteen (15) days written notice to the other party, however, the City will be responsible for its share of all costs and charges incurred up to the date of termination, as set forth above.

CITY OF Quincy

by Larry D. Edwards

Larry D. Edwards

please print name

its Mayor

FLORIDA MUNICIPAL POWER AGENCY

by Roger A. Fontes

Roger A. Fontes

its General Manager and CEO

INFORMATION ONLY

CITY OF QUINCY

CITY COMMISSION AGENDA REQUEST

MEETING DATE: November 10, 2015

DATE OF REQUEST: November 6, 2015

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Wade, City Manager

SUBJECT: City of Quincy Smoke Testing Project in Conjunction with the SSES and I/I Project Funded Through FDEP and EPA Funding

Statement of Issue:

The information provided herein concerns a smoke testing project which is in conjunction with improvements to the wastewater collection system and a consent order previously issued by the Florida Department of Environmental Protection agency to the City for mandated improvements to our sanitary sewer system as it pertains to inflow and infiltration into the sewer system.

Background on the SSES Project:

After being placed within a consent order by FDEP several years ago for excess inflow/infiltration entering into our sewer system the City has performed system analysis, flow monitoring, smoke testing, and close circuit television of the noted worst areas of the system. After discussions with FDEP and our current Engineer of Record, Hatch Mott McDonald, the City has gotten approval to continue the system study by the method of smoke testing the collection system. We determined that smoke testing the system would be the best method to evaluate the system and produce information to correct deficiencies within the collection system to positively affect the flows into our WWTP. Funds to be used are grant funds that are set aside for the City of Quincy through the SAAP Grant Fund Application approved by the City Commission at the last meeting.

Staff Recommendation:

Attached to this document is a copy of the Work Order No. 14 which outlines the project as defined within the work order for Smoke Testing 2015. Also attached is the Professional Services Agreement which defines the professional engineering services

available through EPA, staff recommends approval of attached work order to continue study of our sewer collection system by smoke testing.

Options:

1. Move to authorize the City Manager sign Work Order No. 14 to smoke test the City of Quincy's Sewer Collection System through the Professional Services agreement with HatchMott McDonald.
2. Move to direct the City Manager to follow an alternative direction as decided by the City Commission.

Recommended Option

Option 1

Attachments:

Work Order #14

Agreement for Professional Services

WORK ORDER NO. 14

2015 SMOKE TESTING
CITY OF QUINCY

This Work Order is issued between the **CITY OF QUINCY, FLORIDA (“CITY”)** and **HATCH MOTT MacDONALD FLORIDA, LLC (“ENGINEER”)**, pursuant to the Agreement for Professional Services between the parties dated September 14, 2009 and subject to all the terms and conditions thereof.

SCOPE OF WORK TO BE PERFORMED

The ENGINEER will complete the 2015 Smoke Testing in accordance with the attached detailed scope of work.

COMPENSATION

The ENGINEER shall be compensated on a labor and materials basis. Total fee under this contract will not exceed \$ 96,060.00 without written modification to the Work Order. This fee is for a maximum of 337,920 LF of gravity sewer.

SCHEDULE

The ENGINEER shall complete the requested work in a timely manner. ENGINEER shall provide CITY with an estimate of the time required to perform the requested services prior to initiating any work.

AUTHORIZATION

The undersigned Authorized Representative represents that funds have been duly appropriated and committed for this Work Order and that the Work has been duly authorized by the CITY.

ACCEPTED:

THE CITY OF QUINCY

Dated: _____

By _____
Authorized Representative

HATCH MOTT MacDONALD FLORIDA, LLC

Dated: _____

By _____
David Skipper, PE
Vice President

**SCOPE OF WORK
2015 SMOKE TESTING
CITY OF QUINCY**

1. Smoke Testing

1.1 Furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all existing gravity sewers in the City of Quincy.

1.1.1 Smoke Testing will be used to determine:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer and/or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, and/or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Breaks in the main sewers or laterals that leach to the surface

1.1.2 Document each case of improper entry or damage to the collection system and provide a report which will include a description of the defect, the physical address, GPS coordinates, and a detailed map indicating the breach point and include photographic proof of same to owner.

1.2 Preparations

1.2.1 Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Such factors as defects in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.

1.2.2 Make adequate preparation by providing door hangers (which have been reviewed and approved by the owner) plus notification of all residents by door hanger a minimum of 48 hours in advance of smoke testing. .

1.2.3 Provide adequate notification to the fire department, police department, and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.

1.2.4 Ensure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.

1.2.5 Ensure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.

1.3 Operation

1.3.1 At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing will not be conducted on windy or wet days)

1.3.2 The blower will be started and liquid smoke will be employed

1.3.3 As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to pre-arranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewers and/or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, and/or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

1.3.4 Pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

1.4 Recording

1.4.1 Employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

To accomplish this, consultant will:

- Record the street address
- Record the GPS coordinates
- Record a digital photograph of the event (minimum of 5 megapixel)
- Provide specific notes to permit follow-up activity

- Download recorded information to provide detailed map and report to owner with locations and call outs for each defect
- Paint a mark on the street, using green temporary marking chalk, to assist the city in finding defects for follow-up activity

1.4.2 Provide to the City no later than 5 business days from the completion of any given section or basin. Reports will consist of one printed hard copy and four CD-Rom copies of the same and access to them online.

1.5 Result Reporting

1.5.1 Document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the City as a result of the defect. To accomplish this, the consultant will:

- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

1.5.2 Apply the recorded information to generate a detailed report to the owner which will:

- Estimate the amount of gallons entering the various defects per one inch rain fall
- Estimate the amount of gallons entering the smoked area per one inch rain fall
- Estimate the cost to process the inflow entering the various defects per one inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one inch rain fall
- Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- i. Lift station
- ii. Chimney Sections
- iii. Ring and Cover
- iv. Laterals

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 14 day of September 2009, by and between **HATCH MOTT MacDONALD FLORIDA, LLC**, having its principal place of business at 5111 North 12th Avenue, Pensacola, FL 32504, hereinafter called "ENGINEER"; and the **CITY OF QUINCY, FLORIDA**, having offices at 404 W. Jefferson Street, Quincy, Florida, 32351, hereinafter called the "CLIENT".

WHEREAS, CLIENT wishes to obtain professional engineering services associated with its wastewater and stormwater facilities (sometimes referred to herein as the "Work"), and

WHEREAS, the CLIENT desires that the ENGINEER be available to undertake such professional engineering services as the CLIENT may order hereunder,

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, CLIENT and ENGINEER agree as follows:

SECTION 1 - BASIC SERVICES OF ENGINEER

(a) ENGINEER shall provide the professional engineering services of the types described in Exhibit A hereto ("Further Description of Basic Services").

(b) Written Work Orders specifying the professional engineering services required will be issued hereunder from time to time by the CLIENT and will be mutually agreed by the CLIENT and the ENGINEER. These Work Orders may be in the form annexed hereto as Exhibit A, Attachment 1. However, no particular formality is required for Work Orders and they may take the form of ordinary letters or oral instructions from the CLIENT. All the terms and conditions of this Agreement shall apply to each Work Order as if set forth at length therein.

(c) ENGINEER is retained as an independent contractor and not as an employee of the CLIENT.

(d) ENGINEER shall be responsible to CLIENT for ENGINEER's negligent acts, errors or

omissions in the performance of its professional engineering services and those of its subcontractors, agents and employees. However, ENGINEER shall not be responsible for the negligent acts, errors or omissions of any other persons including but not limited to the agents, employees and contractors of CLIENT.

(e) ENGINEER'S SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

General - If authorized in writing by CLIENT and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services which will be paid for by CLIENT as indicated in Section 5. The following shall be Additional Services:

(a) Services resulting from significant changes in the extent of the orders issued by the CLIENT or changes requested by CLIENT.

(b) Additional or extended services made necessary by prolongation of the services ordered or acceleration of the ENGINEER's progress schedule.

(c) Services after completion of the Work as ordered by CLIENT.

(d) Preparing to serve or serving as a consultant or witness (either expert or factual) for CLIENT in any arbitration, litigation, public hearing or other legal or administrative proceeding involving the Work.

(e) Services normally furnished by CLIENT or other services not otherwise provided for in this Agreement and the Work Orders issued hereunder.

SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

(a) Assist ENGINEER by placing at his disposal all available information pertinent to the Work, including previous reports and any other data relative to the Work.

(b) Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.

(c) Examine all studies, reports, sketches and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination, within a reasonable time so as not to delay the services of ENGINEER.

(d) Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and make decisions with respect to the Work.

(e) Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any alleged defect or non-conformity in the work of the ENGINEER.

SECTION 4 - PERIOD OF SERVICE

(a) The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Work through completion.

(b) If there are material modifications or changes in the extent of the services or in the time of performance of ENGINEER's services, the various rates of compensation and the time of completion of the services shall be equitably adjusted appropriately.

SECTION 5 - PAYMENTS TO ENGINEER

(a) CLIENT shall pay ENGINEER for Basic Services rendered on a time and materials basis under ENGINEER's Rate Schedule, attached hereto as Exhibit B.

(b) A not to exceed amount shall be established by mutual agreement for each Work Order.

(c) If at any time the ENGINEER determines that, without the fault of the ENGINEER, the not to exceed amount will not be sufficient to complete the services, he shall give notice of the same to the CLIENT, accompanied by his estimate of the additional funding necessary to complete such services, whereupon the CLIENT shall have the option of either providing the additional funds necessary for the completion of the services (in which case the Work Order shall be amended by mutual agreement to set forth the additional amounts) or reducing the further services to be provided by the ENGINEER consistent with the

remaining funds in the not to exceed amount (in which case the Work Order shall be amended by mutual agreement to set forth the revised scope of work).

(d) CLIENT shall pay ENGINEER for additional Services rendered under Section 2 as follows:

(i) For Additional Services rendered under Section 2 on the basis of ENGINEER's Hourly Rate Schedule in effect at the time the services are rendered, and the actual hours of services rendered by any employees assigned to the Project.

(ii) Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER, the amount billed therefore times a factor of 1.15.

(iii) For Reimbursable Expenses. In addition to payments provided for under Section 5, CLIENT shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with Additional Services during the project.

(e) ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly statements.

(f) If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after the date of the ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1 1/2% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven (7) days' written notice to CLIENT, suspend services under this Agreement until he has been paid in full all amounts due him for services and Reimbursable Expenses.

(g) In the event of a termination under paragraph 6(a) of this Agreement, ENGINEER will be paid for all unpaid Basic Services,

Additional Services and unpaid Reimbursable Expenses, to the date of termination.

(h) Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; telephone calls and fax charges; postage and delivery charges; photographic and photocopying expenses; and reproduction of reports, drawings, specifications, and other Work-related items as are set forth in the "Expenses" Schedule of Exhibit B. ENGINEER's costs associated with computer usage shall also be a Reimbursable Expense, with ENGINEER to be compensated at his normal billing rates in effect for computer use at the time the usage occurs.

SECTION 6 - GENERAL PROVISIONS

(a) Termination - Either the CLIENT or the ENGINEER may terminate this Agreement without advance notice and effective immediately for cause which, on the part of the ENGINEER shall be for breach of the terms and conditions of this Agreement, and, on the part of the CLIENT, shall be for failure to make the payments under the terms of this Agreement; or, otherwise, with or without cause, upon ten (10) days advance written notice to the other party.

(b) Reuse of Documents - All documents prepared and delivered by ENGINEER pursuant to this Agreement are instruments of service in respect of the Work ordered. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Work or on any other project. CLIENT shall not reuse said documents without the express written consent of ENGINEER. Any such reuse shall be at the sole risk of the CLIENT.

(c) Project Records - As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, or other items generated or obtained for the Project by ENGINEER. Only original signed and sealed documents and drawings shall constitute Records. Unsigned or unsealed copies,

prints, CADD files, computer programs, magnetic deliverables and/or any other media shall not be considered Records. If there is a discrepancy between the signed and sealed Records and any other documents or drawings, the Records shall prevail.

(d) Records which are instruments of service deliverable under this Agreement shall become the property of the CLIENT upon payment for all the Work. Originals of Records shall remain in the possession of the ENGINEER. The CLIENT shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to the ENGINEER, provided that the CLIENT has paid the ENGINEER for all the Work. ENGINEER shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.

(e) Governing Law - This Agreement is to be governed by the laws of the State in which the services are to be performed.

(f) Successors and Assigns - Neither CLIENT nor ENGINEER shall assign this Agreement without the express written consent of the other, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of the Work hereunder.

(g) Estimates of Cost - Since ENGINEER has no control over the cost of labor, materials or equipment, or over contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of estimated Project cost or construction cost are to be made on the basis of his experience and qualifications and represent his professional judgment as an engineer, but ENGINEER cannot and does not guarantee

that such cost will not vary from opinions of estimated cost prepared by him.

(h) The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. ENGINEER agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.

SECTION 7 - EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

(a) Work Order Form (Exhibit A).

(b) The ENGINEER's Schedule of Hourly Rates and Expenses (Exhibit B).

SECTION 8 - INSURANCE

ENGINEER shall carry the following insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting the Work. The certificates of insurance shall provide for advance notice to the CLIENT of any subsequent modification or cancellation of the coverages:

A. Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage.

B. Commercial General Liability Insurance with aggregate annual limits of \$1,000,000.

C. Automobile Liability Insurance with aggregate annual limits of \$1,000,000.

D. Professional Liability Insurance with aggregate annual limits of \$1,000,000.

SECTION 9 – INDEMNIFICATION AND WAIVER

(a) The CLIENT hereby agrees to indemnify and hold harmless ENGINEER and its subcontractors, consultants, agents, officers, directors and employees from and against any and all claims, damages, losses and expenses, whether direct, indirect, or consequential (including but not limited to reasonable attorneys' fees), arising out of, resulting from, or alleged to have arisen out of or to have resulted from, the services or work, or the failure to perform services or work, of ENGINEER, or any claims against ENGINEER arising from the negligence of the ENGINEER, **except for those claims, damages, losses or expenses proximately caused by the gross negligence, sole negligence or willful misconduct of ENGINEER.** It is the intention of the parties that pursuant to this waiver and indemnification provision, the CLIENT shall indemnify ENGINEER to the fullest extent permitted by law for liabilities arising other than from the sole negligence or willful misconduct of ENGINEER. Such indemnification shall also not apply to claims, damages, losses or expenses which are finally determined to result from the fraud, intentional tort, bad faith or criminal misconduct of ENGINEER.

(b) In addition to and not in lieu of the above indemnification, the CLIENT does hereby waive any and all claims against ENGINEER for special, indirect or consequential damages of any nature whatsoever, arising out of or in any way related to the services or Work, from any cause or causes, including but not limited to joint and several liability or strict liability. Both the CLIENT and ENGINEER agree to waive the right to trial by jury and in any legal proceedings relating to this Agreement.

(c) In the event that the indemnification undertakings of the CLIENT, or any part thereof, are determined by a court of competent jurisdiction to be invalid or unenforceable, this waiver shall be considered severable and shall remain in full force and effect.

(d) Notwithstanding anything else to the contrary herein, the liability of ENGINEER under this Agreement (whether by reason of breach of contract, tort or otherwise, including under indemnification provisions, if any) shall be limited to the amount of ENGINEER's fee payable hereunder.

(e) The CLIENT acknowledges that ENGINEER's agreement to the amount of compensation provided for under this Agreement has been negotiated and agreed by reason of ENGINEER's reliance on the foregoing limitation, indemnification and waiver undertakings of the CLIENT.

SECTION 10 – DISPUTE RESOLUTION

CLIENT and ENGINEER agree to submit any disputes arising out of this Agreement that cannot be resolved through good faith negotiations to private alternative dispute resolution proceedings to be conducted before JAMS ENDISPUTE or a comparable private dispute resolution service. All fees incurred in the maintenance of such ADR proceedings (exclusive of attorney fees) shall be equally born by CLIENT and ENGINEER.

SECTION 11 - ENTIRE AGREEMENT

(a) This Agreement constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by the terms of a mutually agreed written instrument. In case of any inconsistency between the terms of a Work Order and this Agreement, the terms of this Agreement shall prevail, unless the terms of the Work Order expressly provide that the terms of the Work Order are to prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

Sylvia Weeks

CITY OF QUINCY

By 
Authorized Representative

ATTEST:

Babette Shoop

HATCH MOTT MacDONALD FLORIDA,
LLC

By 
Chris Spearing
Executive Vice President

*QFD Monthly District Fire Calls
September 2015*

District	<u>District</u>	<u>Location</u>	<u>Type of Incident</u>
District 1	9/16/2015	1709 W Jefferson St	Detector activation
	9/19/2015	1300 W Jefferson	Vehicle accident w/injuries
	9/21/2015	Atlanta St & MLK	Woods/Brush fire
	9/24/2015	1709 W Jefferson St	Detector activation
District 2	9/14/2015	Cleveland & W. Jefferson	Vehicle accident w/injuries
	9/18/2015	815 Jefferson Court	Detector activation
	9/19/2015	Gadsden Arms	Canceled enroute
	9/20/2015	922 W Crawford St	Arcing, shorted electrical equip
	9/28/2015	Family Dollar	Good intent
District 3	9/9/2015	309 S Shadow St	System malfunction
	9/13/2015	1675 Pat Thomas Pkwy	Vehicle fire
	9/17/2015	Bay St & GF & A Dr	Vehicle accident
	9/29/2015	359 E Jefferson St	Alarm activation
District 4	9/14/2015	424 Calhoun St	False alarm
	9/16/2015	912 MLK	Person in distress
	9/28/2015	102 E Jefferson St	Canceled enroute
District 5			

*QFD Monthly Activity Report
September 2015*

	<u>2015</u>	<u>2014</u>
Total Fire Calls	117	78
City	97	66
County	20	12
Total Man Hours	95 hrs 20 mins	49 hrs 9 mins
City	35 hrs	13 hrs 7 mins
County	61 hrs 50 mins	33 hrs 5 mins
Type Fire Calls - City		
Structure	0	1
Vehicle	3	3
False Alarm	1	1
Hazard	1	0
Rescue	0	0
Wood & Grass	1	0
Other	9	7
Type Fire Calls - County		
Structure	1	1
Vehicle	14	3
False Alarm	0	0
Hazard	0	0
Rescue	0	0
Woods & Grass	0	1
Other	6	6
Fire Causes		
Accidental	5	5
Undetermined	2	1
Suspicious	0	0
Arson	0	0
Average Response Time		
City	2.66 mins	3.77 mins
County	6.04 mins	7.90 mins
Average Firefighters per Call		
City	3.66	3.22
County	3.35	3.27
Average Time Spent per Call		
City	21.83 mins	20.55 mins
County	40.80 mins	38.45 mins

*QFD Monthly Activity Report
September 2015*

	<u>2015</u>	<u>2014</u>
Responses Out of District	0	1
Mutual Aid Responses *	0	4
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	5	5
Fire Safety Inspection	8	8
Fire Investigation	0	0
Plans Review	1	1
Training Man Hours	84 hrs	181 hrs
Hydrants Serviced/Painted	0	0
Utility Turn Ons	81	75
Smoke Detector Installs	0	16

*QFD Monthly District Fire Calls
October 2015*

District	<u>District</u>	<u>Location</u>	<u>Type of Incident</u>
District 1	10/1/2015	1709 W Jefferson St	Canceled enroute
	10/5/2015	2039 Flagler St	Overhearted wiring
	10/9/2015	1400 Gadsden St	Sprinkler activation
	10/10/2015	Pat Thomas Pkwy	Good intent
	10/24/2015	Thomas Alley	Good intent
District 2	10/9/2015	935 7th St	Cooking fire
	10/14/2015	1004 Brumby St	Rubbish fire
	10/15/2015	MLK & Stewart St	Vehicle accident
	10/25/2015	218 S Jackson St	Good intent
District 3	10/3/2015	121 S Patton St	False alarm
	10/26/2015	35 MLK	Arcing power line
District 4	10/5/2015	500 W King St	Detector activation/no fire
	10/10/2015	1306 W Live Oak	Good intent
	10/20/2015	20 N Stewart St	Blood pressure check
	10/30/2015	10 E Jefferson St	Testing fire alarm
District 5	10/1/2015	2200 Bick W Jefferson St	Good intent
	10/21/2015	W Jefferson & Lillian Springs Rd	Vehicle accident
	10/21/2015	1820 W Jefferson St	Cooking fire
	10/24/2015	929 Park Ave	Alarm activation
	10/25/2015	932 Forest Drive	House fire

*QFD Monthly Activity Report
October 2015*

	<u>2015</u>	<u>2014</u>
Total Fire Calls	99	191
City	69	178
County	30	13
Total Man Hours	105.21 hrs	104.32 hrs
City	55.22 hrs	48.10 hrs
County	50.29 hrs	56.22 hrs
Type Fire Calls - City		
Structure	1	0
Vehicle	2	2
False Alarm	3	4
Hazard	2	3
Rescue	0	0
Wood & Grass	1	0
Other	2	10
Type Fire Calls - County		
Structure	2	2
Vehicle	8	5
False Alarm	2	1
Hazard	0	0
Rescue	0	0
Woods & Grass	8	3
Other	12	5
Fire Causes		
Accidental	12	3
Undetermined	3	7
Suspicious	0	0
Arson	0	0
Average Response Time		
City	3.63 mins	4.05 mins
County	3.43 mins	4.43 mins
Average Firefighters per Call		
City	3.77	3.94
County	2.93	3.25
Average Time Spent per Call		
City	23.72 mins	26.23 mins
County	27.13 mins	38.81 mins

*QFD Monthly Activity Report
October 2015*

	<u>2015</u>	<u>2014</u>
Responses Out of District	0	2
Mutual Aid Responses *	0	2
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	5	9
Fire Safety Inspection	5	25
Fire Investigation	0	0
Plans Review	3	2
Training Man Hours	120 hrs	202 hrs
Hydrants Serviced/Painted	0	0
Utility Turn Ons	47	156
Smoke Detector Installs	3	84