

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION**

OCTOBER 13, 2010
WEDNESDAY, 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Development Review Board Minutes

City of Gulf Breeze - 800 Shoreline Drive
Request to Construct a New Restroom Facility
at the Kids Park and a New Restroom Facility
with Concession Stand at the Ball Fields
- B. Discussion and Action Regarding Special Event Request, Chamber of Commerce
Christmas Parade, Saturday, December 4, 2010, 10:00 – 11:30 a.m.
- C. Discussion and Action Regarding Special Event Request, Chamber of Commerce
Business Expo, Saturday, April 9, 2011
- D. Discussion and Action Regarding Shoreline Park North – West End Restrooms -
Permission to Seek Competitive Bids
- E. Discussion and Action Regarding Conducting a Fish Fry for Coast Watchers
- F. Discussion and Action Regarding Optimist Club Youth Appreciation Event and
Breakfast scheduled for Friday, November 5, 2010,
- G. Discussion and Action Regarding Highway 98 Beautification – eastern City limits
- H. Discussion and Action Regarding Operational Assistance for National Park
Service – water system operations
- I. Discussion and Action Regarding Property for Natural Gas Metering Station
- J. Discussion and Action Regarding Approving Inmate Work Crew Contract
- K. Discussion and Action Regarding Red Light Camera Program

- L. Discussion and Action Regarding Contribution to Eagle Fund
- M. Discussion and Action Regarding Sequestering or Reserving a Portion of Funds Realized from 1997A Program (Councilman Morris)

If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

The public is invited to comment on matters before the City Council upon seeking and receiving recognition from the chair.

MINUTES
DEVELOPMENT REVIEW BOARD
October 5, 2010
TUESDAY.....6:30 P.M.
CITY HALL OF GULF BREEZE

PRESENT

Bruce DeMotts
 JB Schluter
 Lee Brown
 Jo Ann Price
 Samantha Rine

ABSENT

Maureen Hill

STAFF

Shane Carmichael
 Leslie Gomez

The meeting was called to order at 6:30 p.m. by Chairman Bruce DeMotts.

After the Roll Call, Invocation and Pledge, a motion was made by JB Schluter to approve the minutes as written. The motion was seconded by Jo Ann Price. The minutes from the meeting of September 8, 2010 were approved unanimously.

Mr. DeMotts asked if any members had any exparte communication regarding any of the cases presented before the Board. None of the Board reported any such communication.

PROJECT NO. 10-30000013 – CITY OF GULF BREEZE, 800 SHORELINE DRIVE, GULF BREEZE, FL REQUESTING TO CONSTRUCT A NEW RESTROOM FACILITY AT THE KIDS PARK AND A NEW RESTROOM FACILITY WITH CONCESSION STAND AT THE BALL FIELDS.

Walter Smith of Bay Design and Ron Pulley, Director of Parks and Recreation presented the information for the proposed restrooms and concession stand.

Shane Carmichael presented the staff report (including a brief PowerPoint presentation) to the Board and answered questions.

After a brief discussion, a motion was made by John Schuster to approve the project as presented and contingent upon receipt of the appropriate permits. Jo Ann Price seconded the motion and the project was approved unanimously.

Mr. Carmichael advised the Board that the project is classified as Level III Development and it must go to the City Council for final approval.

Chairman Bruce DeMotts recognized Lee Brown as a new member of the Board.

As there was no other business to come before the Board, the meeting was adjourned at 7:00 p.m.



 Leslie A. Gomez
 Deputy City Clerk

DEVELOPMENT REVIEW BOARD AGENDA

DATE: October 5, 2010

TIME: 6:30 P.M.

LOCATION: GULF BREEZE CITY HALL, COUNCIL CHAMBERS, 1070
SHORELINE DRIVE, GULF BREEZE, FLORIDA 32561

1. ROLL CALL
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES
4. REVIEW EX-PARTE COMMUNICATION IN ACCORDANCE WITH SECTION 20-47
5. CASES:

Project Number: 10-30000013

Request by: CITY OF GULF BREEZE
800 SHORELINE DRIVE
GULF BREEZE, FL 32561

Agent: BAY DESIGN ASSOCIATE ARCHITECTS

Location: 720 BAYFRONT PKWY, STE 200 PENSACOLA, FL 32502

Description: NEW RESTROOM FACILITY
NEW RESTROOM FACILITY WITH CONCESSION STAND

**PLEASE NOTIFY ME BY MONDAY AT 934-5115 IF YOU CANNOT BE IN
ATTENDANCE, SO THAT WE CAN BE ASSURED OF A QUORUM.**

LESLIE GOMEZ
DEPUTY CITY CLERK



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

To: Edwin Eddy, City Manager
From: *M* Robert Randle, Dep. Chief
Re: Chamber Holiday Parade
Date: October 7, 2010

The Chamber has submitted a special event application for the yearly Holiday Parade. The Parade will be held on Saturday, December 4, 2010. Line up will begin around 8am with the parade start at 10am. The parade will conclude around 11:30am. The route, as in the past, will begin at the High School back parking lot and proceed down Shoreline and conclude at the Baptist Church on McLane St. On duty, off duty and auxiliary officers will be used as well as other volunteers to control the traffic.

RECOMMENDATION: That the City Council approve the Chamber Holiday Parade.



10-16-'07 11:37 FROM-Gulf Breeze Police

8509345127

T-646 P001/003 F-921



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

CITY OF GULF BREEZE SPECIAL EVENT INFORMATION

PACKET INCLUDES

- 1) COPY OF REQUIREMENTS TO CONDUCT SPECIAL EVENTS
- 2) APPLICATION TO CONDUCT SPECIAL EVENT

ABOVE DOCUMENTS MUST BE SIGNED, DATED AND RETURNED TO

THE GULF BREEZE POLICE DEPARTMENT

AT LEAST (30) DAYS PRIOR TO THE SPECIAL EVENT

[Handwritten Signature] 9-7-10
 Applicant's Signature Date



10-16-'07 11:37 FROM-Gulf Breeze Police 8509345127

T-646 P002/003 F-921



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

CITY OF GULF BREEZE

REQUIREMENTS TO CONDUCT SPECIAL EVENT ON CITY PROPERTY OR IN THE CITY OF GULF BREEZE

Applicant must provide at least (30) days prior to the Special Event:

- (a) The name, address, and telephone number of the person requesting the permit.
- (b) The name and address of the organization or group he or she is representing.
- (c) The name, address and telephone number of the person or persons who will act as chairman of the special event and be responsible for the conduct thereof.
- (d) The purpose of the event, a general description of the activities to take place, the estimated number of persons to participate or otherwise attend, and the number and types of vehicles (if any) to participate.
- (e) The date the event is to be conducted and the hours it will commence and terminate.
- (f) The specific location(s) where the event is to take place.
- (g) Sponsors of special events will be responsible for all costs incurred by the city in providing required public safety personnel. Cost for public safety personnel will include FICA, retirement, and overtime. We will attempt to use auxiliary and part-time officers to keep the expense down, but should we have to utilize full time personnel the cost will increase considerably.
- (h) Assurance that the applicant will conform to necessary fire prevention rules, regulations and guidelines.

Special Event Application

Page 2

311 FAIRPOINT DRIVE • GULF BREEZE, FLORIDA 32561 • Phone (850) 934-5121 • FAX (850) 934-5127



Accredited by Commission for Florida Law Enforcement Accreditation

10-16-'07 11:37 FROM-Gulf Breeze Police

8509345127

T-646 P003/003 F-921

- (i) **Assurance of indemnification and insurance coverage. The applicant shall agree to indemnify and hold harmless the City, its servants agents and employees for any and all claims caused by or arising out of the activities permitted. The applicant shall provide certification of an appropriate policy of insurance to protect the City from liability which might arise from the special event. The policy occurrence limits shall not be less than \$1,000,000. A Copy of the policy shall be submitted at the time of application.**
- (j) **Sponsors shall be required to submit a detailed map illustrating the location of the event and the streets which may be affected by the event. Per City Council action, no event will be allowed on U.S. Highway 98.**
- (k) **Such other information as the Chief of Police and/or the City Manager may deem necessary in order to provide for traffic control, street and property maintenance and the protection of the public health, safety and welfare.**
- (l) **Event sponsors will be responsible for cleanup of the event site and/or route. Failure by the sponsor to cleanup the site will result in the city doing the cleanup and billing the sponsor for the actual cost.**



Applicant's Signature Date 9-7-10



Police Department's Approval Date 10/7/10

08-04-'05 14:45 FROM-Gulf Breeze Police

8509345127

T-776 P004/004 F-922

APPLICATION TO CONDUCT SPECIAL EVENT ON CITY PROPERTY OR RIGHT-OF-WAY

9-2-2010
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name Gulf Breeze Area Chamber of Commerce
Address 409 Gulf Breeze Parkway, Gulf Breeze, FL 32561

2. PERSON REQUESTING PERMIT:

Name Meg Peltier President/CEO
Address 409 Gulf Breeze Parkway, Gulf Breeze, FL 32561
Phone (850) 932-7888

3. PERSON ACTING AS CHAIRMAN AND RESPONSIBLE FOR CONDUCT THEREOF:

Name Meg Peltier, President/CEO
Address see above
Phone see above

4. DATE, HOURS AND LOCATION OF EVENT:

Saturday, December 4th Line up begin around 8:00
Parade start @ 10:00 & generally concludes around
11:30 AM. Rain date request for Saturday, Dec. 11th

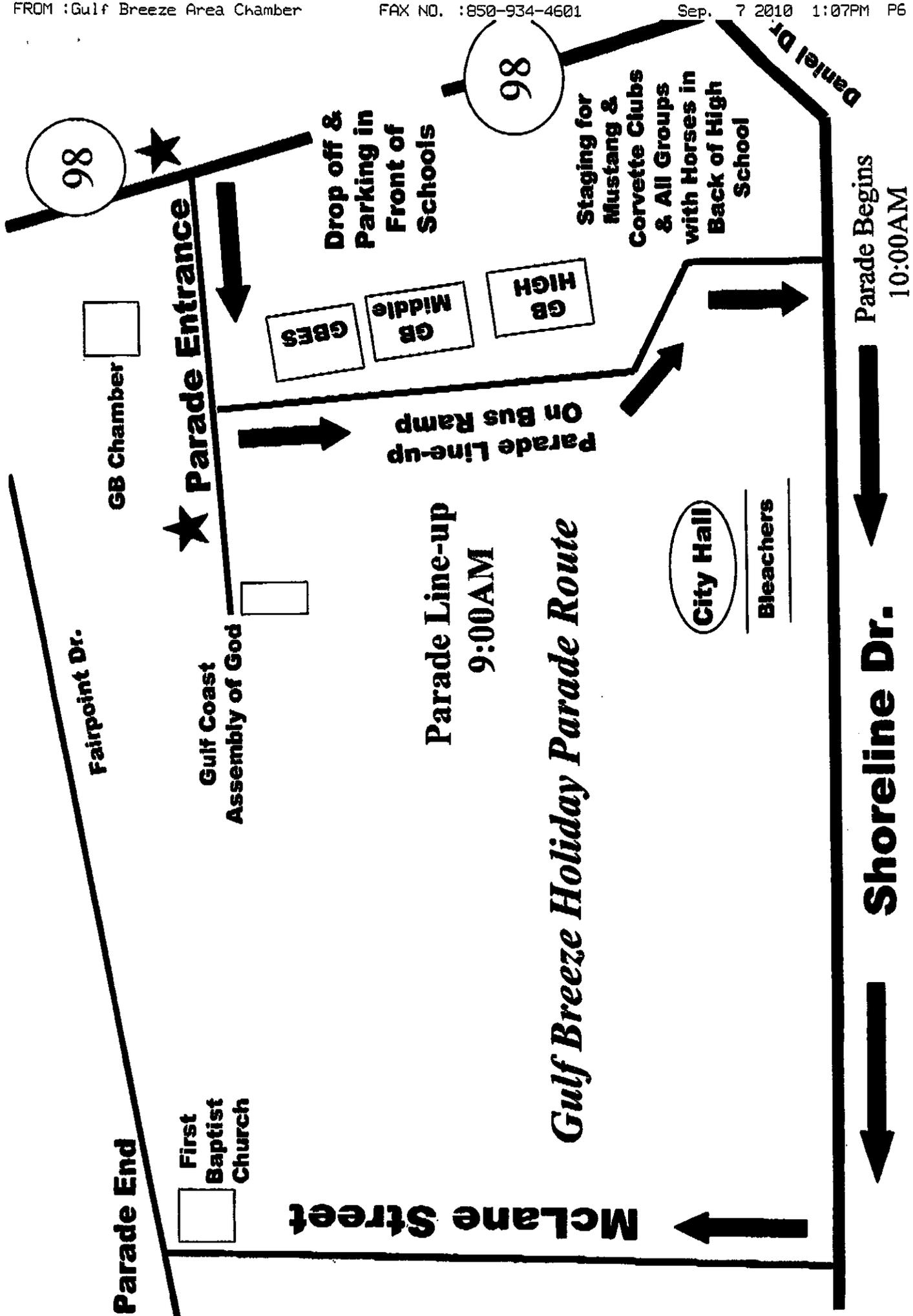
5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS:

Gulf Breeze Holiday Parade - line up @ GBHS, progress
down Shoreline Dr & McLane, ending at Fairpoint at
First Baptist Church. Reviewing stands placed @
City Hall. Floats etc. enter off of Hwy 98 @ beginning
of bus ramp.
(See map attached)

[Signature] 9-7-10
Applicant's Signature/Date

[Signature] 10-7-10
Police Department's Approval/Date

City Manager's Approval/Date



Gulf Breeze Holiday Parade Route

BILL	POLICY NUMBER	TS	PRODUCER NUMBER	AC	ACCOUNT NUMBER	ADDIT
D	PAS 38042157		02058842		MO09858420-001-00001	NONE

BRANCH SA GEORGIA OFFICE

RENEWAL EFF 05/01/2010



ZURICH

PRECISION PORTFOLIO POLICY



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

To: Edwin Eddy, City Manager
From:  Robert Randle, Dep. Chief
Re: Special Event application
Date: October 6, 2010

The Gulf Breeze Chamber has submitted application for the Expo held at the Rec Center. The business Expo will be held on April 8-9, 2011. Friday evening will be a "Taste of Expo" event featuring food from area restaurants. On Saturday the entire Rec Center will be utilized for the business Expo that runs until 4:00pm. Due to traffic issues, off duty officers will be utilized for the event.

Recommendation: That the City Council approve the event application.



08-04-'05 14:44 FROM-Gulf Breeze Police 8509345127

T-776 P001/004 F-922



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

CITY OF GULF BREEZE SPECIAL EVENT INFORMATION

PACKET INCLUDES

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- 2) APPLICATION TO CONDUCT SPECIAL EVENT

ABOVE DOCUMENTS MUST BE SIGNED, DATED AND RETURNED TO

THE GULF BREEZE POLICE DEPARTMENT

AT LEAST (3) DAYS PRIOR TO THE SPECIAL EVENT

Jose Cotti

9/2/10

Applicant's Signature

Date

Gulf Breeze 2011 Request

08-04-'05 14:45 FROM-Gulf Breeze Police

8509345127

T-776 P004/004 F-922

APPLICATION TO CONDUCT SPECIAL EVENT ON CITY PROPERTY OR RIGHT-OF-WAY

9-2-2010
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name Gulf Breeze Area Chamber
Address 409 Gulf Breeze Parkway, Gulf Breeze, FL 32561

2. PERSON REQUESTING PERMIT:

Name Josie Cotti Vice President of Membership Services
Address 409 Gulf Breeze Parkway, Gulf Breeze, FL 32561
Phone (850) 932-7888

3. PERSON ACTING AS CHAIRMAN AND RESPONSIBLE FOR CONDUCT THEREOF:

Name Meg Peltier, President/CEO
Address same as above
Phone same as above

4. DATE, HOURS AND LOCATION OF EVENT:

Gulf Breeze Expo - 6 AM - 4:00 PM @ Rec Center on Saturday, April 9, 2011
Taste of Expo - 5:00 - 8:00 PM, Friday, April 8, 2011 @ Rec Center

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS:

Gulf Breeze Expo 2011 held in the Recreation Center with indoor & outdoor exhibitors, use of all facility rooms. Business Expo to showcase local businesses & non profit organizations to the general public. Also Taste of Expo event showcasing area restaurants.

Josie Cotti, 9/2/10
Applicant's Signature/Date

Robert Rander 10/6/10
Police Department's Approval/Date

City Manager's Approval/Date

08-04-'05 14:44 FROM-Gulf Breeze Police

8509345127

T-776 P002/004 F-922



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

CITY OF GULF BREEZE

REQUIREMENTS TO CONDUCT SPECIAL EVENT ON CITY PROPERTY OR IN THE CITY OF GULF BREEZE

Applicant must provide at least (30) days prior to the Special Event:

- (a) **The name, address, and telephone number of the person requesting the permit.**
- (b) **The name and address of the organization or group he or she is representing.**
- (c) **The name, address and telephone number of the person or persons who will act as chairman of the special event and be responsible for the conduct thereof.**
- (d) **The purpose of the event, a general description of the activities to take place, the estimated number of persons to participate or otherwise attend, and the number and types of vehicles (if any) to participate.**
- (e) **The date the event is to be conducted and the hours it will commence and terminate.**
- (f) **The specific location(s) where the event is to take place.**
- (g) **Sponsors of special events will be responsible for all costs incurred by the city in providing required public safety personnel. Cost for public safety personnel will include FICA, retirement, and overtime. We will attempt to use auxiliary and part-time officers to keep the expense down, but should we have to utilize full time personnel the cost will increase considerably.**
- (h) **Assurance that the applicant will conform to necessary fire prevention rules, regulations and guidelines.**

Special Event Application

Page 2

08-04-'05 14:45 FROM-Gulf Breeze Police 8509345127

T-776 P003/004 F-922

- (i) Assurance of indemnification and insurance coverage. The applicant shall agree to indemnify and hold harmless the City, its servants agents and employees for any and all claims caused by or arising out of the activities permitted. The applicant shall provide certification of an appropriate policy of insurance to protect the City from liability which might arise from the special event. The policy occurrence limits shall not be less than \$1,000,000. A Copy of the policy shall be submitted at the time of application.
- (j) Sponsors shall be required to submit a detailed map illustrating the location of the event and the streets which may be affected by the event. Per City Council action, no event will be allowed on U.S. Highway 98.
- (k) Such other information as the Chief of Police and/or the City Manager may deem necessary in order to provide for traffic control, street and property maintenance and the protection of the public health, safety and welfare.
- (l) Event sponsors will be responsible for cleanup of the event site and/or route. Failure by the sponsor to cleanup the site will result in the city doing the cleanup and billing the sponsor for the actual cost.

Jose Cotti 9-2-2010
Applicant's Signature Date

Robert Rande 10/6/10
Police Department's Approval Date



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks & Recreation

SUBJECT: Shoreline Park North - West End Restrooms - Permission to Seek Competitive Bids

DATE: October 6, 2010

At Council's direction, Bay Design has completed the design and construction specifications for the Shoreline Park North - West End Restrooms. Plans have been reviewed and approved by the Development Review Board during their meeting of October 5, 2010. This new construction is funded as one of our approved FEMA alternate projects.

During its regular session of October 4, 2010, City Council approved the initiation of the bid process for the construction of the new softball concession facility. Now that we have a bid ready set of plans for the west end restrooms, we believe it will produce significant saving to advertise, bid and construct these two facilities simultaneously.

Recommendation

That Council direct staff to proceed with the solicitation of competitive bids for the construction of the Shoreline Park North - West End Restrooms together with the Softball Concession facility.

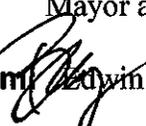


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 10/7/2010

Subject: Fish Fry for Coast Watchers

During the Annual Conference for the International Police Association of Chiefs of Police (IACP), the City's Coast Watcher program will be recognized as an award winner for the Community Policing category for cities under 20,000. (See attached press release)

In order to recognize the Coast Watchers volunteers for their service to the City and to celebrate receiving this award we are planning a catered fish fry at Shoreline South to be held on Wednesday, November 3rd at 4:30 p.m. (We want to have the event when the IACP representatives can be in attendance.)

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE A FISH FRY TO BE HELD AT SHORELINE SOUTH ON WEDNESDAY, NOVEMBER 3RD AT 4:30 P.M. TO RECOGNIZE THE CITY'S COAST WATCHERS.

Press Release



FOR IMMEDIATE RELEASE

Contact:

Director Todd Miller, Comm. Chair
(214) 616-1230
ChiefTAM@aol.com

Travis Parrish
(804) 556-3133
travis.parrish@parrishsolutions.com

IACP and Cisco Recognize Agencies for Community Policing

ALEXANDRIA, Va. (Sept. 21, 2010) – Director Todd A. Miller, chair of the Community Policing Committee for the International Association of Chiefs of Police (IACP) is proud to formally announce that four agencies have been selected to receive the 2010 Community Policing Award from IACP and Cisco. Five additional agencies were selected as finalists, and for the fifth year, agency submissions also were reviewed for their homeland security relevance, with one agency selected for special recognition.

“The philosophy of community policing is more relevant and necessary today than ever before,” stated Miller. “With resources limited by current economic conditions, the force multiplication agencies receive by implementing the community policing philosophy and partnering with citizens is the most effective means of making our communities safer.” Law enforcement agencies were eligible to nominate in five categories based on population. This year’s four winners are examples of community policing best practices. Their entries demonstrate the meaningful change that can occur when law enforcement officials and their communities are empowered to utilize all available resources for crime prevention and improvement of quality of life.

The Winners are:

Population fewer than 20,000 residents – Gulf Breeze Police Department – Gulf Breeze, Fla.

Population of 20,001 to 50,000 residents – Mundelein Police Department – Mundelein, Ill.

Population of 50,001 to 100,000 residents – Evanston Police Department – Evanston, Ill.

Population of 100,001 to 250,000 residents – No Winner Selected

Population of 250,001+ residents – Houston Police Department – Houston, Tex.

Finalists selected by the committee are:

Population fewer than 20,000 – No Finalists Selected

Population of 20,001 to 50,000 – Monrovia Police Department – Monrovia, Calif

Madison City Police Department – Madison, Ala.

Population of 50,001 to 100,000 – Fort Meyers Police Department – Fort Myers, Fla.

Population of 100,001 to 250,000 – No Finalists Selected

Population of over 250,001 – Maryland-National Capital Park Police, Prince George’s County Div. – Riverdale, Md.

Chicago Police Department – Chicago, Ill.

The agency recognized this year for its community policing initiatives aimed at improving homeland security was the **Miami, Fla., Police Department**. This agency demonstrated how community policing philosophy and practices are integral in terrorism prevention and response. Through involvement, awareness and action, agencies and communities moved another step closer to winning the war on terror.

– More –

“In these difficult and challenging times, law enforcement must work smarter to be successful.” said Michael J. Carroll, chief of the West Goshen Township, Penn., Police Department and current IACP President. “Adopting the Community Policing philosophy of partnerships and problem solving positions law enforcement agencies to successfully work together with their citizens to create a safer environment while combating crime, supporting homeland security and providing quality cost effective services to our diverse communities.”

Award winners will be honored at the IACP’s Annual Conference Banquet in Orlando on Oct. 27. The committee also will honor the winners, finalists and specially recognized agencies at a private reception on Oct. 24. Additionally, "**Fort Hood Attack: Don’t Endanger Your Communities by Failing to Act,**" the IACP Community Policing Workshop, will be held on Sunday, Oct. 24 from 1 to 3 p.m. All 10 agencies selected for the 2010 Community Policing Awards from IACP and Cisco will be recognized at this workshop, will provide information on their initiatives to workshop attendees and will be present to answer questions about their efforts to partner with community. The workshop will be broadcast live via the Internet using the Cisco WebEx technology so others in the police and military community can participate.

The IACP’s Community Policing committee developed the Community Policing Award in 1998 to recognize outstanding community policing initiatives by law enforcement agencies worldwide.

“As a sponsor, Cisco is once again proud to be associated with the extraordinary efforts of these agencies who have distinguished themselves globally for their achievements in community policing.” said Bob Stanberry, Public Safety Channel Solutions for Cisco, for the Community Policing Awards. “The power of collaboration in public-private partnerships is essential to solving community issues, and we’re proud to be part of this outstanding awards program.”

The IACP Community Policing Committee is also proud to announce the launch of a new Community Policing Web site. The site, www.iacpcommunitypolicing.org continues to grow since it went live at the IACP Annual Conference in Denver. The site will be the community policing resource for law enforcement practitioners and allows agencies to submit applications online for the annual Community Policing Award from IACP and Cisco.

About The IACP

The International Association of Chiefs of Police is the world's oldest and largest nonprofit membership organization of police executives, with more than 20,000 members in more than 140 different countries. IACP's leadership consists of the operating chief executives of international, federal, state and local agencies of all sizes.

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City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 10/7/2010

Subject: Optimist Club Youth Appreciation Event

Each year the Gulf Breeze Optimist Club, Gulf Breeze Middle School and the City partner to recognize future leaders. Eighth grade student government leaders and their parents attend a breakfast hosted by the Optimist Club and City staff. The youth leaders then attend a Council meeting and run the meeting.

The Optimist Club has asked to schedule the breakfast this year on November 5th with the students attending the November 10th Executive Session and the Regular meeting on the 15th at which time they will run the meeting.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE SCHEDULE FOR THE OPTIMIST YOUTH APPRECIATION EVENT TO BE HELD ON NOVEMBER 5TH AND 15, 2010.



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks & Recreation

SUBJECT: Highway 98 Beautification

DATE: October 5, 2010

As we continue to improve the appearance of the medians within Highway 98, we believe our next step should address the island at the eastern City limit.

We propose to install a total of five new beds. Three beds will contain plants identical to those installed between Fairpoint and the Three - Mile Bridge. Specifically, alternating beds of 12" Silver Saw Palmettos, and 14" Burgundy Loropetulum. The palmettos will be planted in two rows and spaced three feet apart. The loropetulum will occupy three rows in each bed and will also be spaced three feet apart. There will be two beds devoted exclusively to annuals. Additionally, annuals will be planted at both ends of each loropetulum and palmetto bed. Pecan shell mulch will be installed throughout all beds. A juniper bed will be removed and replaced with bermuda sod. A volunteer elm will also be removed.

All plantings will be maintained at a height of 22 inches, which is the maximum allowable by FDOT regulations.

We received quotes for this project from the following landscape firms:

1. East Bay Landscaping and Irrigation, Inc.	\$4,014.00
2. Hepworth Lawn Maintenance and Landscaping	\$4,945.00
3. Pensacola Landscaping and Lawn Care, Inc.	\$5,207.00

A review of the low bidder's credentials indicate they possess the necessary liability and worker's compensation insurance policies, that they are appropriately licensed in Santa Rosa County and they will purchase a City Occupational License if they are awarded the project. Their references reflect above average, satisfactory performance on similar projects.

Hepworth Lawn Maintenance and Landscaping is our current contractor for the maintenance of the medians and landscaping within the medians of Highway 98. Currently, Hepworth's contract is for \$51,200 plus the costs of maintaining the irrigation system. In order to maintain

the five new beds and plants at the east entrance of the City, Hepworth has requested a contractual increase of \$75.00 per month per bed, or \$4,500 per year. This would result in a total annual contract of \$55,700 covering all turf, flower and bed care for the medians in the Highway 98 corridor within the City, short of the National Seashore.

Recommendation #1

That Council authorize the use of CRA funds in the amount of \$4,014.00, payable to East Bay Landscaping and Irrigation, Inc. for the beautification of the Highway 98 medians at the east entrance to the City, through the creation of 5 new Loropetulum, Silver Saw Palmetto and annual flower beds and other renovations as described.

Recommendation #2

That Council authorize the use of CRA funds in the amount of \$4,500.00, payable to Hepworth Lawn Maintenance and Landscaping, for the annual maintenance of the newly installed plants and beds at the west entrance to the City.

Memo

TO: Edwin A. Eddy, City Manager

FROM: Vernon L. Prather, Director of Public Services *VLP*

DATE: October 6, 2010

RE: Operational assistance for National Park Service

Staff has received a request from the National Park Service at Fort Pickens for personnel assistance for water system operations. They operate their own system as it is located at the far west end of Santa Rosa Island and is not connected to ECUA.

City personnel will provide operational oversight for approximately three (3) months while their employees continue their training. Our assistance would consist of three (3) site visits per week to review operations for approximately three (3) months.

The National Park Service has agreed to reimburse our personnel and transportation costs of \$150.00 per week on a monthly basis.

RECOMMENDATION: City Council authorize City staff to provide operational assistance to the National Park Service as listed above.

VLP/ohl

Memo

Date: 9/23/2010

To: Edwin A. Eddy, City Manager

From: Vernon L. Prather, Director of Public Services *V.L.P.*

RE: Property for Natural Gas Metering Station

In conjunction with our natural gas extension to the beach, part of the design criteria requires a metering station, isolation valves and odorization equipment located on the main feed line to Pensacola Beach. The required land area is very small approximately 16' x 35'. We will use a combination of existing City right-of-way (7'-9" 35' x 9') and private property purchase (8.25' x 35' x 18.5) to secure a location. This combining allows us to achieve a parcel that is approx. 16' x 35' x 27.5'.

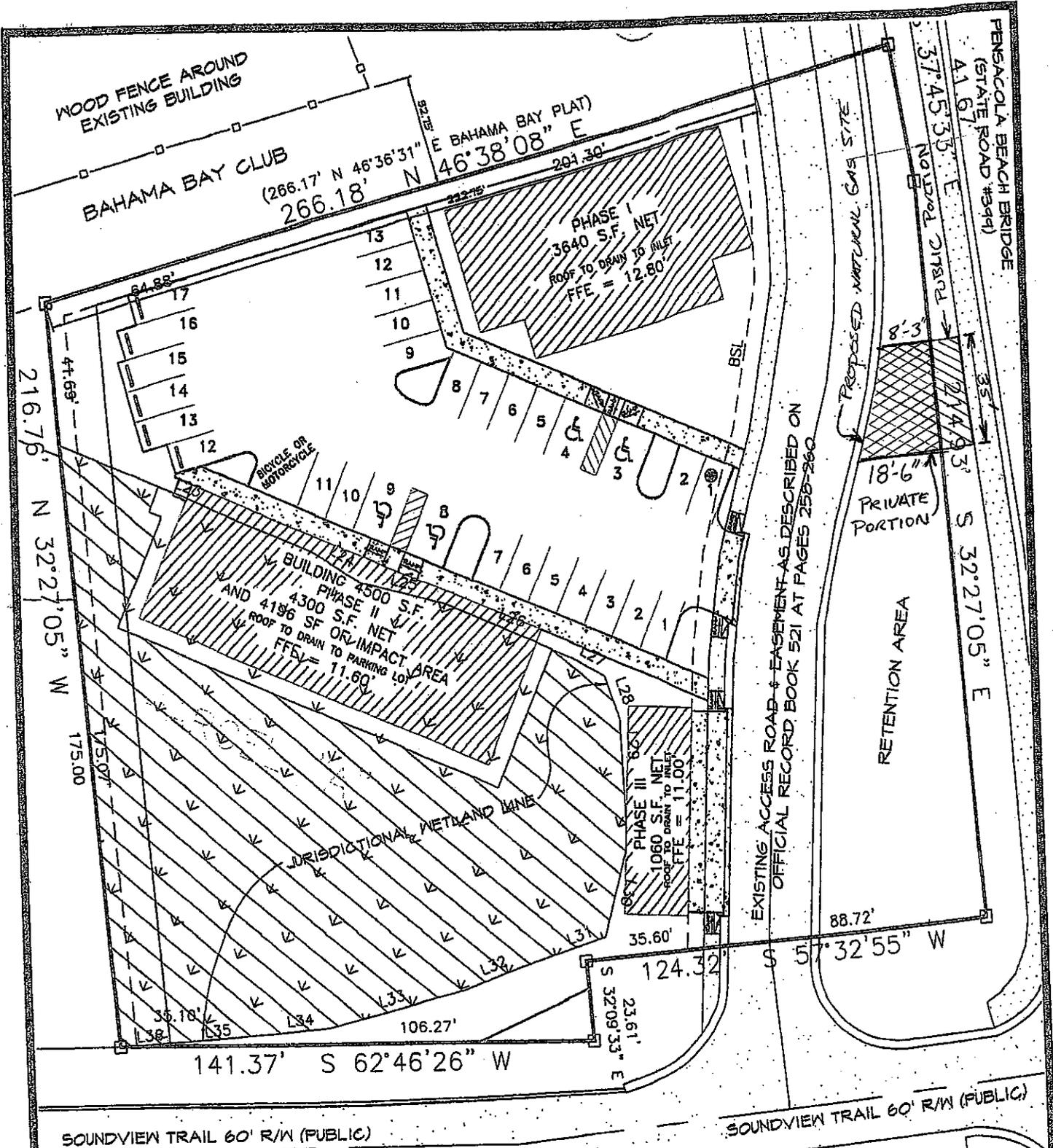
We believe the best available location is on the east side of parcel 10-3S-29-1658-00B00-0010 between the parcel and the Beach entrance road. This location is above the projected storm surge elevation, which is paramount for this installation. The attached drawing depicts the subject property.

Staff has negotiated with the owner of the property, Abracadabra of Gulf Breeze, LLC, (manager, Mr. Joe Campus), to sell us the private portion needed 8.25' x 35' x 18.5 area with the following terms and conditions:

- The Natural Gas Metering parcel will be located as far north so as not to interfere with the proposed retention pond.
- Compensation will be in form of one 3/4 inch water and one sewer tap which has a current value of \$7,200 to be used at a later date.
- The City will pay for all closing costs.
- We agree to install fencing once the station is constructed.
- The metering area will be enclosed with a vinyl coated fence of desired color and landscaping will also be provided.
- Mow and dress-up the existing roadway area. (one time).

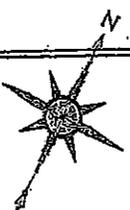
This agreement is contingent upon receiving approval from the City Council and owner of the property.

RECOMMENDATION: City Council authorize the purchase of the described property for the purpose of installing a natural gas metering station as per the terms and conditions as listed.



SOUNDVIEW TRAIL 60' R/W (PUBLIC)

SOUNDVIEW TRAIL 60' R/W (PUBLIC)

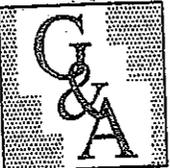


SITE MAP

SCALE: 1" = 40'-0"



USE FOR VISUAL
AID ONLY



GECI & ASSOCIATES, INC.

E N G I N E E R S

2950 N. 12th Ave. PENSACOLA, FL 32503
 Phone (850) 432-2929 - Fax (850) 432 2875
 CERTIFICATE OF AUTHORIZATION NUMBER 00005149
 E-Mail - gec@geciengineering.com

PROJECT NO. 13501

DATE: 2/18/08

SHEET

BY: TOM/RON

2 OF 7



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: October 7, 2010

SUBJECT: Inmate Work Crew

Inmate work crew squad from the Century Correctional Institution have been assigned to the City for the past fifteen (15) years. Recent budget cut backs at the state level have put this valuable program at risk. The work crews have provided labor for tasks such as right-of-way maintenance, mowing, litter clean up, tree trimming and minor construction.

At the City Council meeting of July 19, 2010, the Council directed staff and the City Attorney to review the draft contract from the Florida Department of Correction for inmate work crews. There were a number of issues that needed to be resolved during this review. For example, insurance for the van and medical pay coverage for the inmates. It was determined that by State statute the Department is responsible for the medical care of inmates, even in the event of an accident. We have obtained a separate insurance policy for the van.

All outstanding issues have been resolved and staff is bringing back the revised contract to the Council for approval.

RECOMMENDATION: That the City Council approve the revised contract with the Florida Department of Correction for inmate work crews and authorize the Mayor to sign the contract.

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF GULF BREEZE

This Contract is between the Florida Department of Corrections ("Department") and *City of Gulf Breeze* ("Agency") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, *City of Gulf Breeze* is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall become effective upon the establishment of the Correctional Work Squad Officer position referenced in Section II., B., 1., a.

B. Contract Renewal

This Contract may be renewed, at the option of the Agency, for *one (1)* additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The Agency, if it desires to renew this Contract, shall exercise its option no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.

2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide *one (1)* Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for *one (1)* Work Squad(s) of up to *five (5)* inmates. *The Contract Manager shall provide the Agency written notification of the date on which the Correctional Work Squad Officer position is established. This shall be the effective date of the Contract.*
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. The agency shall maintain physical custody of all Agency vehicles, trailers and all tools, equipment, supplies, materials and person work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. These items will be issued on a daily basis and returned on a daily basis.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section IV., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations of the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the

cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. **COMPENSATION**

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section V., of Addendum A, shall be due and payable upon the establishment of the *Correctional Work Squad Officer position (Section II., B., 1., a.)*. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the *establishment of the Correctional Work Squad Officer position (Section II., B., 1., a.)*. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

[INSERT NAME, TITLE]
City of Gulf Breeze
[ADDRESS]
[CITY, FL, ZIP]
[FAX]
[E-MAIL]

IV. **CONTRACT MANAGEMENT**

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden
Century Correctional Institution
400 Tedder Road
Century, FL 32535
Telephone: (850) 256-2600

B. Department's Contract Administrator

The Chief, Bureau of Procurement and Supply is designated Contract Administrator for the Department and is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The name, address and telephone number of the Department's Contract Administrator for this Contract is:

Chief, Bureau of Procurement and Supply
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500

Telephone: (850) 488-6671

Fax: (850) 922-8897

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Contact's name

City of Gulf Breeze

Address

City, State Zip

Telephone:

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. **CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. **TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by the Agency upon no less than sixty (60) calendar days notice and upon no less than thirty (30) calendar days by the Department, without cause, unless time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of the last day worked.

VII. **CONDITIONS**

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of cash payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting therefrom.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

Addendum A
Inmate Work Squad Detail of Costs for City of Gulf Breeze
Interagency Contract Number WSXXX Effective XXXXXXXXXXXXX

****ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY****

	Per Officer Annual Cost	Total Annual Cost
Officers Salary	\$ 52,729.00	\$ 52,729.00
Salary Incentive Payment	\$ 1,128.00	\$ 1,128.00
Repair and Maintenance	\$ 121.00	\$ 121.00
State Personnel Assessment	\$ 398.00	\$ 398.00
Training/Criminal Justice Standards	\$ 200.00	\$ 200.00
Uniform Purchase	\$ 400.00	\$ 400.00
Uniform Maintenance	\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *	\$ 1,500.00	\$ 1,500.00
Technology Fee	\$ 391.00	\$ 391.00
TOTAL - To Be Billed By Contract To Agency	\$ 57,217.00	\$ 57,217.00

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

Officers Salary # Officer: Multiplier

Salary Incentive Payment	\$ 52,729.00	**	\$ 52,729.00
Repair and Maintenance	\$ 1,128.00		\$ 1,128.00
State Personnel Assessment	\$ 121.00		\$ 121.00
Training/Criminal Justice Standards	\$ 398.00		\$ 398.00
Uniform Purchase	\$ 200.00		\$ 200.00
Uniform Maintenance	\$ 400.00		\$ 400.00
Training/Criminal Justice Standards *	\$ 350.00		\$ 350.00
Technology Fee	\$ 1,500.00		\$ 1,500.00
TOTAL - To Be Billed By Contract To Agency	\$ 391.00		\$ 391.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$32.51, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

Number Squads	Total Annual Cost
1	\$ 750.00
	\$ 750.00

TOTAL - To Be Billed By Contract To Agency

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
ENCLOSED TRAILER REQUIRED: YES NO

Addendum A
Inmate Work Squad Detail of Costs for City of Gulf Breeze
Interagency Contract Number WSXXX Effective XXXXXXXXXXXXX

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

Hand Held Radio	MACOM	\$4969.00
Vehicle Mounted Radio	MACOM	\$4822.00
TOTAL Operating Capital To Be Advanced By Agency		

Per Unit Cost	Number of Units
\$ 4,822.00	0
	1

Bill To Agency	Provided By Agency	Already Exists
x		

Total Cost
\$ -
\$ 4,822.00
\$ 4,822.00

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. Grand Total - To Be Advanced By Agency At Contract Signing:

Total Cost
\$4,822.00
\$4,822.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. Grand Total - To Be Billed To Agency By Contract:

Total Cost
\$57,217.00
\$750.00
\$57,967.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
 (Total of Sections V. and VI.)

\$62,789.00

VIII. OVERTIME COSTS:

if the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Gulf Breeze
Interagency Contract Number WSXXX Effective XXXXXXXXXXXXX

Section I.

Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".

Section II.

Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.

Section III.

Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

Section IV.

The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.

NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be **IMMEDIATELY** deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

Section V.

The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

Section VI.

The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VII.

The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII.

Any agreement in this area will be billed separately as charges are incurred.



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 10/7/2010

Subject: Red Light Camera Program

Police Chief Paulding and staff believe issuance of citations by camera for running red lights is a key part of a comprehensive program designed to reduce accidents in the City. The concept of using cameras had its genesis in the Traffic Accident Task Force report of 2004.

We have not had a camera enforcement program in place for several months now due to problems experienced between the City and our vendor, Traffipax as well as changes in the law governing photo enforcement. There is a new state law now in place and Traffipax has removed its equipment.

We have explored the provision of cameras for photo enforcement with the firms that are in this business that have or are interested in developing a presence in Florida. It appears to us that the best firm for us to use from a cost and operational standpoint is Sensys America, a Delaware firm with offices in Miami.

We propose to enter into an agreement with Sensys for a camera at U.S. 98 and Daniel Drive with the possibility that other location may be added later.

The City Attorney and the attorney for Sensys developed the attached agreement for your consideration. The agreement has been approved and executed by Sensys. The agreement provides for installation of two (2) cameras at Daniel Drive for a total cost of \$5,000 per month. We would also pay for the necessary software and continuous video of the intersection for a total cost of \$6,000 per month. Added locations will be \$2,950.00 per approach.

The complete processing of a violation begins with a photo and video image of a vehicle crossing the stop bar after the light has switched from yellow to red. One of our officers will review the images and decide to proceed with notice to the vehicle owner that a violation has occurred and that payment is due. After 30 days, the City can decide to issue a follow up notice or proceed to issue a typical traffic citation through the court system.

This part of the processing is known as “back office” work. It can be done by Sensys for an added fee or completed by the City at a significant savings. Sensys was the only firm that was willing to allow the City to complete the back office work. We also believe that as we become comfortable with back office operations, we may wish to consider providing back office services to other cities for a fee.

The agreement with Sensys also provides for “revenue neutrality.” We will not be responsible for payment to Sensys until we collect adequate funds from violators.

At the rate of issuance experienced with our previous vendor, (3-4 per day) we will have revenue in excess of costs through this program. If we can complete the back office operations for our notices alone with no adds to staff, this program will be in good fiscal shape. If we are able to expand provision of back office service to other cities with only incremental adds to staff as warranted by the number of agencies and violators, we should realize improved revenue over expenditure performance..

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE AGREEMENT FOR RED LIGHT CAMERAS WITH SENSYS AMERCIA AND AUTHORIZE SENSYS AND THE CITY TO INSTALL CAMERAS AT DANIEL DRIVE AND U.S. 98.

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of September, 2010, (the "Effective Date") by and between **SENSYS AMERICA, INC.**, a Delaware corporation that is authorized to transact business in the State of Florida, (hereinafter "Sensys"), whose principal address is 1111 Lincoln Road, Suite 400, Miami, Florida 33139, and the **CITY OF GULF BREEZE**, a Florida municipal corporation, (hereinafter "City") whose principal address is 1070 Shoreline Drive, Gulf Breeze, Florida 32562. Both parties may collectively be referred to herein as the "Parties" or individually referred to as a "Party." For and in consideration of the premises and other good and valuable considerations, the receipt, exchange, and sufficiency of which are hereby acknowledged by each Party, the Parties do hereby agree as follows:

SECTION 1: SERVICES TO BE PROVIDED BY SENSYS.

1.1 *Traffic Infraction Detectors.* Sensys shall furnish, install, operate, and maintain two automated "Traffic Infraction Detectors" at and about the intersection of U.S. Highway 98 and Daniel Drive in Gulf Breeze, Florida (the "Intersection"), and upon written request of the City, such additional Traffic Infraction Detectors at such other locations upon which the Parties may mutually agree. For purposes hereof, a "Traffic Infraction Detector" shall mean a system or series of integrated equipment, including a vehicle sensor installed to work in conjunction with a traffic control signal and cameras, synchronized to automatically record two or more sequenced electronic images and streaming video of the rear of a motor vehicle demonstrating that the vehicle failed to stop behind the stop bar or clearly marked stop line when facing a traffic control signal steady red light. Each Traffic Infraction Detector operated by Sensys shall at all times perform and function and be operated in a manner that is reasonably satisfactory to the City. Further, each such Traffic Infraction Detector shall at all times and in all respects meet or exceed all legal requirements and shall be located in such positions as the City shall approve. Sensys shall furnish all labor, materials, equipment, systems, and the like necessary to fully and properly operate the Traffic Infraction Detectors. Sensys shall furnish all maintenance and, if needed, repair and replacement, related to the installation and ongoing operation of the Traffic Infraction Detectors.

1.2 *Specifications.* Each Traffic Infraction Detector must comply with all requirements of applicable law. Sensys shall arrange and cause the design of each Traffic Infraction Detector and corresponding system to be reviewed and approved by the Florida Department of Transportation. Any Traffic Infraction Detector utilized by Sensys pursuant hereto must meet specifications established by the Florida Department of Transportation, and must be tested at regular intervals according to specifications prescribed by the Florida Department of Transportation. Any Traffic Infraction Detector utilized by Sensys shall be placed and installed in accordance with specifications developed by the Florida Department of Transportation. Sensys, at its own expense, shall be solely responsible for obtaining all permissions, approvals, access, rights, etc., to operate, install, maintain, repair, replace, etc., the Traffic Infraction Detectors contemplated herein; provided, however, that permissions, approvals, access, rights, etc., if any, required by the City shall not require Sensys to pay any fee to the City. Included

within Sensys' aforesaid responsibilities is the obligation to obtain approvals from property owners for the placement, installation, operation, maintenance, repair, replacement, etc., of the Traffic Infraction Detectors contemplated herein; and furnishing and paying the expenses associated with any power source needed for the operation of a Traffic Infraction Detector.

1.3 *Maintenance and Repairs.* Sensys shall be responsible for all maintenance, repair, and replacement of any equipment, software, products, systems, or services, etc., furnished pursuant to this Agreement. All costs associated with such repair, replacement, and maintenance shall be the sole responsibility of Sensys unless the damage was caused by City employees, contractors or agents acting on behalf of the City outside the direction or instruction of Sensys, in which case, the City shall bear the cost of such repair, replacement or maintenance. In the event of malfunction of any of the equipment, software, products, systems, or services, etc., (including the Traffic Infraction Detectors), it shall be the responsibility of Sensys to promptly repair, replace, correct, remedy, and/or install the same, all with the understanding that time is of the essence with respect to Sensys' performance of its obligations hereunder. Such efforts shall be undertaken as soon as reasonably possible upon adequate notification of a malfunction.

1.4 *Public Awareness.* Sensys shall furnish to and on behalf of the City all public awareness and public education notifications and requirements imposed by applicable law, including notifying the public that a traffic infraction device may be in use at the Intersection and must specifically include notification of camera enforcement of violations concerning right turns. All signage used to notify the public must meet the specifications for uniform signals and devices adopted by the Florida Department of Transportation.

1.5 *Back-Office Software.* Sensys shall provide such Back-Office Software (hereinafter the "Back-Office Software") that at all times will perform, operate and function in a manner that is reasonably satisfactory to the City for purposes of processing notifications and citations, and performing all "back-office services" as are appropriate for the efficient processing, tracking, and enforcement of red light violations (i.e. violations of Fla. Stat. §316.075(1)(c)) detected through the use of a Traffic Infraction Detector. Furthermore, the Back-Office Software shall at all times meet or exceed all applicable legal requirements. For purposes hereof, "back-office services" shall include, but not be limited to, preparation, processing and mailing of notifications and citations; tracking notifications and citations and payment status; preparation, processing and mailing of second or reminder notices; preparation, processing and electronic transmission of citations to the court system; monthly reporting of relevant statistics and information; and such other related services and functions as reasonably needed for the efficient processing, tracking and enforcement of red light violations. Sensys shall be responsible for obtaining and securing on behalf of the City all licenses, rights, approvals, permissions, etc., for the City to lawfully and fully utilize the Back-Office Software. In the event that the Back-Office Software furnished by Sensys fails to properly operate or function, Sensys shall be responsible, at its sole expense, to promptly

repair, correct, remedy, replace, or otherwise resolve such deficiencies or malfunctions. The Back-Office Software to be furnished by Sensys pursuant to the terms hereof must be able to perform or facilitate all back-office services. Sensys shall be responsible for programming and integrating the Back-Office Software with hardware devices of the City or those furnished by Sensys that will be utilized to perform the back-office services. Although the City will cooperate with Sensys in connection with such programming and integration of the Back-Office Software, it shall not be the City's responsibility to assure or maintain proper functioning of the Back-Office Software. On the condition that the City first approves the terms of the instructions and specifications for the Back-Office Software (such approvals not to be unreasonably withheld or delayed by the City), the City shall operate the Back-Office Software in accordance with Sensys provided instructions and specifications.

1.6 Training and Expert Witness Testimony. Within three (3) days after the date that Sensys has completed (i) installation of the Traffic Infraction Detectors contemplated herein, and (ii) installation and integration of the Back-Office Software such that such equipment, systems, and software are fully operational, functioning, performing, and operating as contemplated herein, (such date hereinafter referred to as the "Commencement Date") Sensys shall provide up to eight (8) hours of training for such number of persons at the Gulf Breeze Police Department and other City departments (including court, accounting, information technology and public relations personnel) to acquaint and train City personnel with proper operation of the detection and processing systems contemplated herein. The training shall consist of instructional and operational training, as well as hands-on equipment exercises with an instructor. All training, materials, and documentation shall be provided by Sensys at Sensys' sole expense. In recognition that the City may experience turn-over of personnel involved with the efforts contemplated herein, Sensys agrees that for every two (2) year period during which this contract (including any extensions or renewals hereof) is in effect to provide the same training services as contemplated above to City personnel at Sensys' sole expense and without charge to the City. Sensys, at its sole expense, shall provide such expert witness testimony as may reasonably be needed regarding the accuracy and technical operation of the Traffic Infraction Detectors. Such expert witness testimony shall be furnished in connection with (i) legal proceedings for enforcement of red light violations (e.g., traffic court hearings), and (ii) any action or effort, including those undertaken or initiated by administrative or regulatory agencies, challenging, questioning, etc., the operation or sufficiency of the Traffic Infraction Detectors and/or compliance with applicable laws and regulations pertaining thereto. In addition, upon request by the City, Sensys shall conduct, at its sole cost and expense, a one-day workshop/orientation session for judges, hearing officers, court personnel, prosecutors, Florida Department of Transportation personnel, and others involved in the efforts to regulate, detect, process, and/or enforce red light violations.

1.7 Traffic Monitoring. Sensys shall provide video monitoring of the Intersection (which, for purposes of this paragraph shall include all area within a two hundred foot (200') radius of the center point of the Intersection) by streaming video to the Gulf

Breeze Police Department via a secure, encrypted network to a digital video recording device to be supplied by Sensys that is capable of storing at least sixty (60) days of streaming video. The monitoring shall be performed by digital video cameras of quality that is reasonably acceptable to the City and which must be maintained inside a secure, virtual private network or other commercially available technology providing equal or better security.

SECTION 2: TERM, RENEWAL, AND TERMINATION.

2.1 Additional Terms; Renewals. The initial term of this Agreement shall be for a period of five (5) years commencing on the Effective Date. The terms of this Agreement shall be automatically extended for an additional term of two (2) years unless either Party, at least thirty (30) days before expiration of the term of this Agreement then in effect, provides written notice to the other that said Party will not renew or extend this Agreement.

2.2 Termination. Subject to the provisions of subsection 2.3, below, either Party may in its sole discretion terminate this Agreement, without further liability to the other Party, upon providing at least thirty (30) days advance written notice of termination to the other Party.

2.3 Recovery of Installation Costs. The City acknowledges that in commencing to perform its obligations hereunder Sensys will make a substantial investment in the installation of the Traffic Infraction Devices, furnishing of the Back-Office Software, and otherwise preparing to perform its obligations hereunder. The City further agrees and acknowledges that, subject to the "revenue neutrality" clause contemplated in subsection 3.2, below, Sensys should be able to recover a portion of such costs in the event that the City terminates this Agreement within one year of the Commencement Date. Accordingly, subject to the terms and limitations set forth in Section 3.2, below, in the event that the City terminates this Agreement within one year of the Commencement Date, the City shall pay to Sensys an "Installation Fee" in an amount equal to \$35,000.00 multiplied by a fraction, (a) the numerator of which will be the number of full calendar months between (i) the date that this Agreement terminates and (ii) the date that is one year after the Commencement Date, and (b) the denominator of which will be twelve. The foregoing provisions of this paragraph notwithstanding, in the event that the City terminates this Agreement "for cause," the City shall not be required to make any payment/reimbursement for Installation Costs contemplated in this Section 3.2 to Sensys. For purposes hereof, the City may terminate this Agreement "for cause" if Sensys defaults in the performance of any material obligation contemplated herein or otherwise breaches the terms of this Agreement, and such default or breach continues for more than thirty (30) days after notice thereof.

SECTION 3: COMPENSATION.

3.1 *Monthly Fees.* For each full calendar month subsequent to the Commencement Date while this Agreement is in effect, the City shall pay to Sensys, in arrears (i.e., after Sensys has provided and performed the services): (a) for the services contemplated in subsections 1.1 through 1.3, above, the sum of (i) \$2,500.00 for each installed and operating Traffic Infraction Detector for the two Traffic Infraction Detectors at the Intersection, (ii) \$2,950 for each additional installed and operating Traffic Infraction Detector installed by Sensys by mutual agreement of the Parties, (b) \$250 per installed and operating Traffic Infraction Detector for the Back-Office Software and associated back-office services as contemplated in subsection 1.5, above, and (c) \$250.00 per installed and operating Traffic Infraction Detector where a video monitoring camera is also installed for the traffic monitoring services contemplated in Section 1.7, above. With respect to clauses (b) and (c), the City may terminate the use of the Back Office Software or any or all such traffic monitoring services at any time without penalty or cost and, upon such termination, shall not thereafter be obligated to pay any fees or charges associated therewith. The foregoing charges shall be prorated, as appropriate, for any partial calendar month subsequent to the Commencement Date during the term this Agreement is in effect.

In the event that Sensys is unable to perform and/or provide certain services contemplated herein, then the fees contemplated in this Section 3.1 shall be adjusted or offset, as appropriate, as follows:

3.1.1 *Traffic Infraction Detector Failure.*

If a Traffic Infraction Detector fails to operate, perform or function as contemplated in this Agreement for a period of two (2) consecutive days or three (3) days in any month, then the fee chargeable with respect to such Traffic Infraction Detector shall be the fee established by Section 3.1(a) multiplied by a fraction, the numerator of which shall be the number of full days of operation during the month and the denominator of which shall be the number of days in such month.

3.1.2 *Back-Office Software Failure.*

If the Back-Office Software fails to operate, perform or function as contemplated in this Agreement and the failure is not the result of the City's failure to operate the Back-Office Software in accordance with the terms of this Agreement for any time during any month

(a) and such failure results in the City's failure to issue citations for violations occurring in that month, then the fee chargeable with respect to such Back-Office Software shall be the fee established by Section 3.1(b) multiplied by a fraction, the numerator of which shall be the number of citations issued for violations occurring in that month and the

denominator of which shall be the total number of violations that could have been issued for such month but for the failure of the Back-Office Software; and

(b) in addition, the City shall be entitled to setoff against any fees otherwise payable to Sensys in an amount equal to such costs and expenses incurred by the City (including labor and personnel expenses) that would not have been incurred by the City but for the failure of the Back-Office Software to operate, perform and/or function as contemplated in this Agreement; provided, however, the City shall not be entitled to a setoff as contemplated in this subparagraph (i) to the extent that it is demonstrated that such expenses were incurred as a result of the failure of any of the hardware or equipment purchased by the City for purposes of providing the back-office services (e.g. server malfunction, printer failure, inoperative communications lines, etc.) but such failure of hardware or equipment shall not include any failures resulting from or attributable to incompatibility or similar related problems between the Back-Office Software and such hardware or equipment; and (ii) unless prior to incurring such costs and expenses, the City notified Sensys of any purported failure of the Back-Office Software, and provided Sensys a reasonable opportunity (which opportunity in no instance shall exceed seven (7) days, excluding legal holidays, however in no instance shall the City be required to forego any efforts if doing so might result in the failure to comply with any applicable legal requirements such as, for example, the time period within which notifications and/or citations as contemplated in Florida Statutes Section 316.0083(1)(b) and (c)) to cure such failure. Sensys shall have the right to audit (at its own expense) any expenses claimed to have been incurred as a result of such failure of the Back-Office Software. In the event the City uses any software not provided or approved in writing by Sensys for purposes of providing back-office services, the City shall not be entitled to a setoff pursuant to this subparagraph 3.1.2(b).

3.1.3 *Traffic Monitoring System Failure.*

If the traffic monitoring system fails to operate, perform or function as contemplated in this Agreement for two (2) or more days in any month, then the fee chargeable with respect to such traffic monitoring services shall be the fee established by Section 3.1(c) multiplied by a fraction, the numerator of which shall be the number of full days of operation and the denominator of which shall be the number of days in such month.

3.2 *Revenue Neutrality.* Sensys intends, acknowledges and agrees that under no circumstance whatsoever shall the City's performance of any of its obligations hereunder

or in connection herewith cause the City to incur more direct expenses than revenues realized by the City from violations of Florida Statutes Section 316.075(1)(c) detected by the use of a Traffic Infraction Detector (such revenues hereinafter referred to as "Infraction Revenues"). Accordingly, notwithstanding any term, condition, or provision of this Agreement in conflict or in any manner inconsistent with the terms of the subsection 3.2 (including, but not limited to, the provisions of subsections 2.3 and 3.1, above:

- (a) The City shall have no obligation and shall not in any manner be required to make any payment whatsoever to Sensys (including, but not limited to, payments contemplated in subsections 2.3 and 3.1, above) at any time or times that the City's "Direct Expenses" (as defined below) incurred subsequent to the Commencement Date are in excess of the Infraction Revenues realized since the Commencement Date; and
- (b) Upon termination or expiration of this Agreement, Sensys shall within thirty (30) days refund to the City the amount, if any, by which (i) all Direct Expenses incurred by the City subsequent to the Commencement Date exceed (ii) all Infractions Revenues realized by the City subsequent to the Commencement Date.

For purposes of clarification, Infraction Revenues realized by the City shall not mean the gross amount penalties to be assessed pursuant to Florida Statutes Section 316.0083(1)(b)3. and/or Florida Statutes Section 316.18(15)(a)3. for a violation of Florida Statutes Section 316.075(1)(c) (such amount as of the Effective Date of this Agreement being \$158.00), rather Infraction Revenues realized by the City shall only be such portions of said gross revenues that are either (i) retained by the City after remittances contemplated in Florida Statutes Section 316.0083(1)(b) or (ii) sums distributed to the City pursuant to Florida Statutes Section 316.18(15)(a)3.

For purposes of this Section 3.2, the term "Direct Expenses" shall mean all costs and expenses paid by the City to Sensys pursuant to the terms of this Agreement; all costs and expenses, including labor and personnel cost, incurred by the City in performing its obligations under this Agreement; and all costs and expenses, including labor and personnel cost, incurred by the City in performing "back-office services" (as that term is defined in subsection 1.5, above) in connection with violations in the City of Florida Statutes Section 316.075(1)(c)1 detected by use of a Traffic Infraction Detector; provided, however, the costs and expenses, including labor and personnel costs, incurred by the City in performing "back-office services" shall not include those which exceed the following standards:

- (a) \$15.00 per hour as the base hourly wage for personnel performing back-office services;

- (b) \$1.25 per each notice or citation that is actually issued, which amount is intended to cover postage, printer ink, paper and envelopes;
- (c) \$7,500.00, which amount is intended to cover the City's capital expense for the purchase of one computer, one server, and such other hardware as may be needed for the City to perform the back-office services (however, the City shall not be entitled to include more than \$300.00 of such capital expenses for each month that this Agreement is in effect, and then only to the extent that the City has actually incurred such capital expenses of up to \$7,500.00); and
- (d) \$500.00 per month for the cost of internet connectivity and additional telephone lines. None of the following expenses may be included as part of the City's "Direct Expenses": labor expense for police officers' appearance in court or similar hearing tribunal; rental or apportionment of space utilized in City facilities to provide the back-office services, and any capital or recurring expense that the City incurred prior to the commencement of this Agreement.

3.3 *True-up.* At the termination of the Agreement (including the wind-down period contemplated in Section 5.2, below), the Parties shall determine if any amount due pursuant to this Agreement was overpaid or underpaid. Sensys shall, within thirty (30) days after invoice therefore, pay to the City any amount that it was overpaid. Conversely, the City shall, within thirty (30) days after invoice there before, pay to Sensys any amount that it underpaid.

SECTION 4: INSURANCE AND INDEMNIFICATION.

Notwithstanding any alleged, perceived, or actual passive or active negligence of the City, Sensys agrees to save harmless, indemnify, and defend the City and its agents, assigns, representatives, employees, officers, and officials from and against any and all claims, losses, penalties, interests, damages, demands, and costs of suit, including reasonable attorney's fees and other reasonable litigation expenses, for any expense, damage, or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss arising directly or indirectly on account of, by reason of, as a result of, or any manner in connection with any matters contemplated in or relating to this Agreement, including any performance or omission of performance thereof, **save and except** those matters to be performed by the City and except those matters resulting from the recklessness or intentional misconduct of the City or its agents (other than Sensys). Sensys' obligations hereunder shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. Sensys agrees to pay on behalf of the City, as well as

provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims made against or involving the City which are in the scope of the indemnity provisions contemplated in this paragraph. Such payments on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy. Sensys shall obtain and maintain the following insurance coverages:

(a) Commercial general liability with minimum combined single limits of \$2,000,000.00, including coverage parts of bodily injury, broad form property damage, personal injury, independent contractors, blanket contractual liability, and products and completed operations; and

(b) Unless expressly included within the scope of the commercial general liability insurance coverage referenced in the preceding subparagraph, automobile liability insurance coverage with a minimum combined single limits of \$2,000,000.00 for all hired, owned, and nonowned vehicles.

All insurance policies shall be from responsible companies duly authorized to transact business in the State of Florida. Foreign or off-shore insurance carriers are not acceptable unless admitted to the State of Florida. Within ten (10) days from the Effective Date, Sensys shall provide the City with properly executed Certificates of Insurance to evidence Sensys' compliance with the insurance requirements of this Agreement. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice, by registered or certified mail shall be given to the City of any cancellation, intention not to renew, or reduction in the policy coverage. All insurance policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the City. "Claims-made" policies, if approved in writing by the City, and subsequent insurance certificates shall provide a "retro-date" which shall include the Effective Date of this Agreement. "Claims-made" renewals or carrier and policy replacement shall reflect the original "retro-date." Should at any time Sensys not maintain the insurance coverages required herein, the City may terminate this Agreement without any further obligation to make any payment to Sensys (including any payment of installation costs as contemplated in subsection 2.3) or, in its sole discretion, shall be authorized to purchase such coverage and charge Sensys for such coverage purchase. The City shall be named as an additional insured under all policies of insurance contemplated herein.

SECTION 5: GENERAL PROVISIONS.

5.1 *Limitations on Damages.* The City agrees that, with exception of the revenue neutrality provisions contemplated in subsection 3.2, above, and the costs (if any) incurred by the City for insurance pursuant to Section 4, above, in the event that a breach or default by Sensys of the terms of or its obligations to be performed pursuant to this Agreement, the City shall not be entitled to recover from Sensys any indirect, consequential, or punitive damages (including damages for loss of information, profits,

savings or business interruption) incurred by the City as a result of any such breach or default. The preceding sentence shall not be interpreted in any manner to limit, and shall not have the effect of limiting, in any manner, the City's ability to obtain refund from Sensys of any amount contemplated in subsection 3.2, above, or reimbursement from Sensys of the insurance expenses contemplated in Section 4, above.

5.2 City Prosecutorial Discretion. The Parties agree, acknowledge, and understand that, subject to applicable laws of the State of Florida, the City shall have complete and final discretion as to whether a notice of or citation for any red light violation contemplated herein shall be issued. Under no circumstances whatsoever shall the City be under any obligation to Sensys to issue any notices of or citations for red light violations contemplated herein, take actions to enforce any such violations, or take actions to collect any fees or charges that may be owed on account of the issuance of a notice or citation for a red light violation contemplated herein. The City shall have sole and complete discretion to determine whether any photograph, electronic image, streaming video, or other data furnished through use of a Traffic Infraction Detector as contemplated herein is sufficient or appropriate for purposes of determining whether to issue a notice and/or citation for a red light violation, and, except as contemplated in the following sentence, Sensys shall have no right or cause whatsoever to challenge the appropriateness or propriety of the City's exercise of such discretion. The foregoing notwithstanding, and in recognition of the revenue neutrality provisions of subsection 3.2, above, the City covenants that all decisions made with respect to the enforcement and/or prosecution of a red light violation contemplated herein will be reasonable, will not be arbitrary or capricious, and will be made in good faith with the understanding of the ramifications that such decisions may have upon Sensys by virtue of the revenue neutrality provisions.

5.3 Winding Down. Upon termination or expiration of this Agreement, the Parties recognize that the City may have to deal with red light violations that are in the "pipeline," and that Sensys must accordingly continue to provide its services as contemplated herein (especially those in regards to the Back-Office Software) with respect to such red light violations that occurred during the period that this Agreement was in effect.

SECTION 6: MISCELLANEOUS CONTRACTUAL PROVISIONS.

6.1 Amendments. This Agreement may not be amended or modified without the express written consent of all Parties hereto.

6.2 Enforcement Costs. If any legal action or other proceeding is brought to enforce any of the terms of this Agreement, or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs, and expenses incident to arbitration, appeal, bankruptcy, post-

judgment proceedings, post-judgment collection efforts, etc.), incurred in that action or proceeding, in addition to any other relief to which such Party may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes, and all other charges billed by the attorney to the prevailing Party.

6.3 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6.4 *Severability.* The invalidity, unenforceability, or lawful rejection of any provision of this Agreement shall not effect or impair the validity or enforceability of any other provision. To the extent any provision is invalid, unenforceable, or lawfully rejected, the Parties desire and hereby requests the courts to construe this Agreement in a manner which renders this Agreement effective within the intent and purpose of this Agreement.

6.5 *Jurisdictions and Venue.* Each of the Parties hereto irrevocably and unconditionally (i) agree that any suit, action, or legal proceeding arising out of or relating to this Agreement may be brought only in the courts of records in the State of Florida in Santa Rosa County or the District Court of the United States, Northern District of Florida, Pensacola Division; (ii) consents to the jurisdiction of each such court in any such action, suit and proceeding; and (iii) waives any objection which it might have to the laying of venue of any such action, suit, or proceeding in any of such courts.

6.6 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Confirmation of execution by electronic or facsimile means shall be binding upon any Party so confirming.

6.7 *Preparation of Agreement.* This Agreement shall not be construed more strongly against any Party regardless of who is responsible for its preparation. The Parties acknowledge that each contributed to and is equally responsible for the preparation of this Agreement.

6.8 *Headings.* The headings contained in this Agreement are for convenience of reference only, or not to be considered part hereof, and shall not limit or otherwise affect in any manner the meaning or interpretation of this Agreement.

6.9 *Entire Agreement.* This Agreement embodies the entire agreement between the Parties regarding all matters identified herein and supersedes all prior understandings, agreements, negotiations, and discussions relating thereto, all of which are merged herein. The Parties hereto each waive its right to assert or claim in any action or proceeding that they were induced to enter into this Agreement by any promise, fact, occurrence, representation, or other matter which is not expressly set forth herein.

6.10 *Binding Effect.* The rights and obligations of the Parties hereto shall inure to the benefit of, and shall be binding upon, the heirs, estates, representatives, successors and assigns, of the Parties hereto.

6.11 *Notices.* Any and all notices required under this Agreement shall be sent by United States certified mail, return receipt requested, to:

Sensys America, Inc.
1111 Lincoln Road, Suite 400
Miami, Florida 31339

City of Gulf Breeze
ATTN Edwin A. Eddy, City Manager
P.O. Box 640
Gulf Breeze, Florida 32562

IN WITNESS WHEREOF, the Parties have made and entered into this Agreement as of the date and year first above written.

CITY OF GULF BREEZE,
a Florida municipal corporation,

Beverly Zimmern
Its: Mayor

ATTESTED TO BY:

Marita Rhodes
As its: City Clerk

SENSYS AMERICA, INC.,
a Delaware Corporation

Carlos Lofstedt
Its: President and CEO

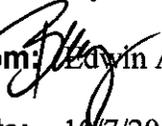


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 10/7/2010

Subject: Contribution to Eagle Fund

The City Council held a workshop on Wednesday, September 29th to hear a presentation on the topic listed above.

The Eagle Fund Warrior Continuum Project was created by the Andrews-Paulos Research and Education Institute to demonstrate how the therapies and treatment at APREI will afford benefits to special operations forces in the same manner they are used to benefit athletes.

The project will, at the outset, study 100 special op soldiers and log the extent of their injuries and prescribed therapies. The data compiled will be submitted to the Department of Defense to demonstrate the effectiveness of APREI in getting these soldiers back to their previous positions or back to a reasonably normal life. The data will be evaluated by an internal review process and published.

We have been advised that a document is forthcoming from APREI that will provide clear expectations for the program, an indication of support for the program from the Department of Defense and a summary of the price comparisons of treatment for those individuals in the program versus typical costs.

We believe this test program will be a significant benefit to the 100 program participants. The study should also show how effective APREI can be in the rehabilitation of these special operations soldiers. The success of the study should lead to an increase in Department of Defense funding for soldiers treatment at APREI.

The City's contribution to the study is from proceeds available from closing the 1997A program.



Andrews-Paulos Research & Education Institute

Eagle Fund

"Warrior Continuum Project"

The Eagle Fund was created by the Andrews-Paulos Research & Education Institute (APREI) in order to assist wounded and injured Special Forces athletes in returning to the highest level of activity possible. The Global War on Terror has placed a large strain on the United States' Combat Power. Many of our heroes are sacrificing the unimaginable in the fight to preserve our freedom, and the Eagle Fund is dedicated to them.

Our goal is to resurrect each hero's life and if possible, his or her career. In order to achieve this goal, special operators must have access to the Andrews Institute Warrior Continuum of Care. The Warrior Continuum of Care is a fully integrated approach to diagnosis, treatment, education, training and research. This program is the first step in making the City of Gulf Breeze, Florida the epicenter of Special Forces Rehabilitation and Training.

The following proposal is provided to the Board of Directors of Gulf Breeze Financial Services in an effort to obtain funding for special operators to benefit from the Andrews Institute's Warrior Continuum of Care.

Program Description

APREI in partnership with the Andrews Institute and Athletes' Performance is proud to present the "Warrior Continuum Project" in an effort to treat, train, educate and research wounded special operation's forces. The program will provide food, lodging, sports medicine and human performance services to up to 100 individuals. Each participant will be exposed to the best in human performance as they strive to return to active duty. The program will include athlete testing and analysis, training, treatment and education.

Period of Performance: October 1, 2010-December 31, 2011

- **Phase I:** October 1, 2010-December 31, 2010 Development (Athlete Selection, IRB Approval, Final Schedule)
- **Phase II:** January 1, 2011-December 31, 2011 Program Delivery

Athlete Selection

APREI will collaborate with the United States Special Operations Command in order to select wounded military athletes for this project. Each athlete must meet the minimum requirements for participation in this study. Upon selection each athlete and their command will receive an invitation to participate in the program. Athletes will be placed into groups of 4-8 warriors and be given intense hands-on instruction and training.

Outcome Data Research

In addition to helping our nation's heroes, the most important deliverable from this program is Outcome Data. In order to make a long-term impact in the U.S. Department of Defense, APREI must show compelling data in order to make the case for a program of record. Funding provided to this program will seed the future development of special operator treatment, rehabilitation and training. APREI and Athletes' Performance have designed a battery of pre and post tests in order to prove the success of our unique methodology.

Daily Schedule

Each Special Operator will be exposed to eight weeks of full-time healing and training. Each participant's full-time job will be to focus on reaching the goals of this program. Athletes will have multiple training and education sessions each day giving them more than 40 hours of service each week.

Sample Schedule *(Subject to Change)*

7:30 a.m.	Arrive at Facility
7:35 a.m.	Breakfast
9 a.m.	Session I (90 Minutes)
10:30 a.m.	Regeneration
11:30 a.m.	Lunch
1 p.m.	Education
3 p.m.	Session II (90 Minutes)
4:30 p.m.	Regeneration
5:30 p.m.	Dinner

Athlete Services

Each participant will be given travel and lodging assistance. An added benefit to this project is the economic impact to our area in the form of human performance tourism. Building a sustainable military rehabilitation program will attract national attention to our area. Our hope is that the long-term impact will feed business development for decades as we take care of our nation's elite warriors.

Deliverables and Reporting

APREI will provide a quarterly report to the Board of Directors of Gulf Breeze Financial Services. The report will include a short program-impact summary, significant milestones, accomplishments and the number of participants scheduled. The Board of Directors will have access to the performance, rehabilitation and research staff for an oral presentation and Q & A.

Promotion and Publicity

APREI will create a promotion policy for this program. Promotion of this funding award will be done under the direction of the Board of Directors for the City of Gulf Breeze Financial Services. APREI will work with the Board of Directors to build a strategy for promotion of quality outcomes created by this project. All media efforts must be pre-approved by APREI, Athletes' Performance, and The Board of Directors of the City of Gulf Breeze.