

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION AGENDA**

**SEPTEMBER 11, 2013
WEDNESDAY, 6:30 P.M.
COUNCIL CHAMBERS**

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Eagle Scout Connor Harris, Proposed Project
- B. Discussion and Action Regarding Approving of Resolution No. 17-13, Approving Final Millage Rate of 1.9723 for FY 2014 and Resolution No. 18-13, Establishing Final Budget for FY 2014
- C. Discussion and Action Regarding Special Event Request from Bras Across the Bridge
- D. Discussion and Action Regarding Purchase of Overseed for the Tiger Point Golf and Country Club
- E. Discussion and Action Regarding Lime Application for the Tiger Point Golf and Country Club
- F. Discussion and Action Regarding Revised Proposal – New On-Course Restrooms at Tiger Point
- G. Discussion and Action Regarding Grading and Erosion Control- Community Center
- H. Discussion and Action Regarding National Junior College Athletic Association Division 1 National Softball Championships
- I. Discussion and Action Regarding Letter of Credit, Fairpoint Regional Utility System
- J. Discussion and Action Regarding Presentation of Master Plan to Florida Department of Transportation
- K. Discussion and Action Regarding Parking Enforcement
- L. Discussion and Action Regarding Refinancing of Coastal Bank Loan
- M. Discussion and Action Regarding Proposed Extension of Audit Services by Warren Averett (O’Sullivan Creel)

GULF BREEZE CITY COUNCIL EXECUTIVE SESSION AGENDA

- N. Discussion and Action Regarding Approving Resolution No. 19-13, Community Development Block Grant
- O. Discussion and Action Regarding Public Hearing for September 17, 2013, for Application for Community Development Block Grant
- P. Discussion and Action Regarding Offer for 801 Gulf Breeze Parkway
- Q. Discussion and Action Regarding Handgun Flash Light
- R. Information Items

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.



City of Gulf Breeze

Memorandum

To : Mayor and City Council
From :  Edwin A. Eddy, City Manager
Date :  September 5, 2013
Subject: **Eagle Scout Connor Harris, Proposed Project**

Eagle Scout Candidate Connor Harris has prepared the attached summary of his proposed Eagle Project to be completed in the City on the new sidewalk from the City Hall area to the Shoreline South Entrance Road. As part of the process of completing an Eagle Project, we have asked Connor to attend the September 11 Executive Session and present his project.

RECOMMENDATION:

FOLLOWING A PRESENTATION BY CONNOR HARRIS RELATIVE TO HIS PROPOSED EAGLE SCOUT PROJECT, THE CITY COUNCIL APPROVE THE PROJECT.



Eagle Project Summary

connor322 <connor322@bellsouth.net>
 Reply-To: connor322 <connor322@bellsouth.net>
 To: Edwin Eddy <eaeddy@gulfbreezefl.gov>

Wed, Sep 4, 2013 at 9:57 PM

Eagle Scout Project Summary

Connor Harris

Troop 417

St. Ann's Catholic Church

My project will be to build two benches, two trashcans, and four to six nature trail signs. This will be built on the new nature trail right across from City Hall. The trashcans will be placed at each entrance of the trail and the benches will be placed 0.15 miles and 0.35 miles into the trail coming from the City Hall entrance. The nature trail signs will be placed near or next to trees and/or other plant life so they will be able to identify the plants. One bench will be placed right before the bridge and the other bench will be placed under a magnolia to maximize shade.

I am going to hopefully start work September 20th and it will be completed around the end of October. There will be three work weekends between this time period. One weekend will consist of us placing the bench posts in the ground and measuring the distance. The next work weekend will consist of building benches based on the posts. The last work weekend we will be placing the benches.

This will cost the city around 600 dollars. The benches will cost around 150 dollars apiece, the trashcans will cost around 75 dollars apiece, and the nature trail signs cost around 100-150 dollars for all of them. Once I price the materials I will get a better and more accurate estimate of the prices.

Is this enough for the summary?

Connor Harris

From: Edwin Eddy <eaeddy@gulfbreezefl.gov>
To: Connor Harris <connor322@bellsouth.net>
Sent: Wednesday, September 4, 2013 3:59 PM
Subject: Re: Eagle Project

No need to be exact in the three paragraphs, just give your best estimate.

On Wed, Sep 4, 2013 at 2:35 PM, Connor Harris <connor322@bellsouth.net> wrote:

Mr. Eddy,

At the moment I don't have an exact estimate for the price. I have an estimate of around \$500 but I haven't gone to price out materials yet.

Thank you,
 Connor Harris

On Sep 4, 2013, at 10:41 AM, Edwin Eddy <eaeddy@gulfbreezefl.gov> wrote:

A three paragraph summary would be great.

The project consists of _____ (benches in these locations)

You plan to do the work on _____ date.

The cost to the City should be _____

If you can get this information to me today or no later than tomorrow, I will place your project on the Council agenda for their meeting of September 11th at 6:30 p.m.

Thanks



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: September 5, 2013
SUBJECT: FINAL RESOLUTIONS, FISCAL YEAR 2013-2014 BUDGET

Attached please find a copy of Resolution No# 17-13, which establishes the final millage rate at 1.9723 for FY 2014 and Resolution No# 18-13, which establishes a budget for the City's various funds for FY 2014.

It is now appropriate for the City Council to convene the second and final public hearing on the FY 2014 budget and approve these resolutions.

RECOMMENDATION:

That the City Council convene a Public Hearing on Tuesday, September 17, 2013, Gulf Breeze City Hall at 6:30 pm and approve Resolutions 17-13 and 18-13.

RESOLUTION NO. 17-13

**A RESOLUTION LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF
GULF BREEZE FOR 2013; PROVIDING AN
EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE,
FLORIDA:**

SECTION 1:

An ad valorem tax of 1.9723 mills is levied for 2013 against all property, both real and personal, not exempt from taxation within the corporate limits of the City of Gulf Breeze.

SECTION 2:

The 2013 ad valorem tax rate of 1.9723 mills constitutes a 6.49% increase from the Rolled-Back Rate (1.852) as calculated according to Chapter 200, Florida Statutes.

SECTION 3:

This resolution shall take effect immediately upon its adoption by the City Council and shall be published as required by law. The ad valorem tax levy provided for herein shall not become final until a resolution levying the tax is adopted at a subsequent public hearing.

ADOPTED: _____

APPROVED: _____
Beverly H. Zimmern, Mayor

ATTEST:

Leslie Guyer, City Clerk or
Stephanie Lucas, City Clerk

RESOLUTION NO. 18-13

A RESOLUTION TO BE ENTITLED:

A RESOLUTION ADOPTING A BUDGET FOR THE CITY OF GULF BREEZE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, MAKING APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT OF ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, REPEALING CLAUSE AND EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA:

SECTION 1:

That the appropriation hereinafter made are based on the estimates contained in the Budget, as indexed, submitted by the City Manager, as afterwards revised, approved and adopted by the City Council for the payment of the expenses of the City Government and all Departments of the City, and on account of the bonded indebtedness, as the same as set forth in said Budget so adopted, copies of which are on file in the Office of the City Manager, and to which reference may be made;

That said budget summarized as to estimated revenues, transfers and appropriations for fund is set forth herein;

That there is estimated that there will be received and available for appropriation for the Fiscal Year beginning October 1, 2013, the amounts of revenues as listed according to the respective funds; detailed by source, type, and account as set forth in said Budget;

That there be and is hereby appropriated the sums shown for the various purposes hereinafter specified, for the Fiscal Year beginning October 1, 2013, provided from the sources of revenue hereinbefore designated;

That there is determined that certain transfer of funds will be required during the Fiscal Year beginning October 1, 2013, and such transfers are hereby authorized as set forth herein:

Revenues:	General Fund	Urban Core Redevel	GB Financial	Natural Gas Fund	SSRUS Fund	Tiger Point Golf	Solid Waste Fund	Water & Sewer Fund	Stormwater Fund	Traffic Citation Fund
Taxes	2,556,650	745,202								
Licenses Fees & Permits	12,500									
Intergovernmental Rever	598,995									
Charges for Services	284,300		700,317	2,219,200	4,130,424	1,654,660	561,000	1,948,000	207,600	660,000
Fines & Forfeits	187,363									
Miscellaneous Revenues	231,300			8,000	454,837	264,209		28,500		
Other Sources	2,135,621		247,000		227,557	96,111		178,359	22,554	39,000
TOTAL:	6,006,729	745,202	947,317	2,227,200	4,812,818	2,014,980	561,000	2,154,859	230,154	699,000
										20,399,259

SUMMARY OF PROPOSED FUND TRANSFERS
FISCAL YEAR 2013-2014

REIMBURSEMENTS: For Internal Services

<u>FROM:</u>	<u>TO:</u>	
Solid Waste	General Fund	\$ 78,844
Water Utility Services	General Fund	\$ 131,121
Sewer Utility Services	General Fund	\$ 86,421
Natural Gas Utility Services	General Fund	\$ 191,622
South Santa Rosa Utility System	General Fund	\$ 270,821
Stormwater	General Fund	\$ 15,993
Red Light Camera	General Fund	\$ 75,000
Natural Gas Loan	General Fund	\$ 208,469
		\$ 1,058,296

CONTRIBUTIONS:

<u>FROM:</u>	<u>TO:</u>	
Gulf Breeze Financial Services	General Fund	\$ 500,000
Capital Trust Agency	General Fund	\$ 325,000
		\$ 825,000

SECTION 2:

This budget shall be administered in strict adherence to the Charter and Code of Ordinances of the City of Gulf Breeze, as amended, the Laws of the State of Florida, applicable bond covenants, and the Budget Manual as adopted by the City Council. Amendments to this budget shall be only by Supplemental Appropriations Resolution for all revenues and for all expenditures by fund and by object code; provided further that the City Manager is authorized to approve transfers of appropriated expenditures between those sub-object codes within the object codes of each fund.

SECTION 3:

All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4:

This resolution shall take effect upon its adoption by City Council immediately and shall be published as required by law.

PASSED AND ADOPTED by the City Council of the City of Gulf Breeze, Santa Rosa County, Florida, on the 17th day of September, 2013.

APPROVED:

Beverly H. Zimmern, Mayor

ATTEST:

Leslie Guyer, City Clerk or
Stephanie Lucas, City Clerk



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Dep. Chief *RH*

Ref: Special Event Application

Date: August 29, 2013

The Cumulus Pensacola has submitted an application for their yearly "Bra's across the Bridge" event. The event will be held on September 28, 2013, on the Bob Sikes Bridge beginning at 8am and finish at 10am. The event is to raise awareness and support the Baptist Healthcare Foundation Mammogram Fund. Attendees will line the Bob Sikes Bridge to show their support of Breast Cancer Research. The attendees will be in the South bound bike lane on the bridge. Approx. 300 hundred people are expected to attend and participate. Traffic issues will be handled by the Escambia County Sheriff's Office and we will assist with on duty officers if necessary.

RECOMMENDATION: That the City Council approve the Bras across the Bridge Event.





Gulf Breeze Police Department

311 Fairpoint Drive
Gulf Breeze, FL 32561

Office 850-934-5121
Fax 850-934-5127

Chief Robert Randle
Deputy Chief Rick Hawthorne

City of Gulf Breeze Special Event

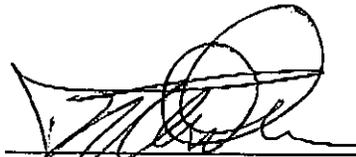
Packet Includes:

1. Copy of Requirements to conduct special events.
2. Application to conduct special events.

The above documents must be signed, dated and returned to:

The Gulf Breeze Police Department
311 Fairpoint Drive
Gulf Breeze, FL 32561

At least (30) days prior to the special event


Applicant's Signature

8-27-13
Date

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

8-27-13

Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name BRAS Across The BRIDGE - Soft Rock 94.1
Address 6565 North W. Street, Suite 270 Pensacola, FL 32505

2. PERSON REQUESTING PERMIT:

Name Terry Michaels - Cumulus Pensacola
Address 6565 North W. Street Suite 270, Pensacola FL 32505
Phone 850-478-6011

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

Name Terry Michaels - Cumulus Pensacola
Address 6565 North W. Street Suite 270, Pensacola FL 32505
Phone 850-478-6011

4. DATE, HOURS AND LOCATION OF EVENT:

8am - 10am
Bob Sikes Bridge

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

Stretch BRAS across the Bob Sikes Bridge to raise awareness for Breast Cancer research & raise funds for the Baptist Healthcare Foundation Mammogram Fund. Estimated 300 people in attendance. Minimal vehicles will be used.

[Signature] 8-27-13
Applicant's/Signature/Date

[Signature] 8-29-13
Police Department's Approval/Date

City Manager's Approval/Date

City Of Gulf Breeze Special Events Requirements**NAME AND ADDRESS:**

**Terry Michaels Promotion Manager – Cumulus Pensacola
6565 North W. Street, Suite 270
Pensacola, FL 32505
850-466-3429**

ORGANIZATION:

**Cumulus Pensacola
6565 North W. Street, Suite 270
Pensacola, FL 32505
850-478-6011**

ACTING CHAIRMAN:

**Terry Michaels Promotion Manager – Cumulus Pensacola
6565 North W. Street, Suite 270
Pensacola, FL 32505
850-466-3429**

PURPOSE OF EVENT:

**To raise awareness and support for the Baptist Healthcare Foundation
Mamogram Fund.**

**Attendees will line the Bob Sikes Bridge to show their support of Breast Cancer
research. Parking will take place on the foot of the Bob Sikes bridge on the
beach side but an estimated 300 people will span the entire bridge. Minimal
vehicles will be involved.**

DATE OF EVENT:

September 28th 2013

LOCATION:

Bob Sikes Bridge



TO: Ron Pulley, Director of Parks and Recreation
FROM: Scott Crum, Golf Course Superintendent
SUBJECT: Overseed
DATE: August 29, 2013

On November 4, 2013, we have scheduled a routine fall application of perennial ryegrass.

This application represents anticipated, routine maintenance costs and is included in the operational budget submitted and approved by the city.

These prices reflect the lowest three quotes for this application:

Ameriturf	\$20,160
Sportco	\$19,840
Gulf Coast Organics	\$19,520.16

Director's Recommendation

That Council authorize the purchase of perennial ryegrass from Gulf Coast Organics at their quoted price of \$19,520.16.



TO: Ron Pulley, Director of Parks and Recreation
FROM: Scott Crum, Golf Course Superintendent
SUBJECT: Lime Application
DATE: August 26, 2013

On September 23, 2013, we have scheduled a routine fall application of lime.

This application represents anticipated, routine maintenance costs and is included in the operational budget submitted and approved by the city.

These prices reflect the lowest three quotes for this application:

Ameriturf	\$14,160
Sportco	\$14,160
Gulf Coast Organics	\$13,680

Director's Recommendation

That Council authorize the purchase of lime from Gulf Coast Organics at their quoted price of \$13,680.00.



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: Revised Proposal - New On-Course Restrooms at Tiger Point

DATE: September 5, 2013

Our original proposal included three (3) restrooms, two (2) of which were to replace existing restrooms at holes 3 East and 5 West that were destroyed by Hurricane Ivan; and one (1) new facility to be located at Hole 10 East.

As a result of concerns raised by property owners adjacent to the proposed new facility at Hole 10 East, the original proposal was withdrawn, until such time as we can address their concerns. We would, however, like to proceed with the two (2) replacement restrooms at holes 3 East and 5 West.

Mr. Morgan, our Course Maintenance and Development Consultant, located a firm, Hunter Knepshield of LaGrange, Kentucky, who had recently been awarded a competitive bid contract by Miami - Dade County, for the provision of pre-fabricated restroom buildings. Mr. Morgan and Tiger Point staff reviewed the design and specifications of these buildings and found them to be well suited to our needs.

In order to confirm to value of the Hunter Knepshield buildings, we asked Mr. Ed Heyes of Hewes & Co. to review the dimensions and specifications and offer a competitive evaluation. Hewes & Co. responded with a proposal offering significant savings as compared to Hunter Knepshield's recent, competitively bid, municipal contract.

In summary, Mr. Hewe's proposal provides a savings of \$13,691.2. Hewes and Co.'s proposal is to provide design-build services to construct two restroom buildings, on our sites, for a total cost of \$100,000.00. This proposal, unlike Hunter Knepshield, includes all demolition of existing slabs, new concrete foundations and slabs, and all necessary permitting. Water, sewer and septic services will be provided as described in Mr. Morgan's attached memo. These costs would be present regardless of which contractor was utilized.

We sought additional advice regarding this proposal from our architect of record for the Community Center project. Mr. Steve Jernigan's response is attached. Of particular note is his recognition of the additional expense and time necessary to complete a competitive bid process, when Hewes & Co. is offering a product superior to the pre-fab units available on a competitively bid municipal contract. Our experience with the quality of work provided by Hewes & Co. as well as the fact that they are local, provides added measures of confidence.

Hewes and Co. indicates that their quote remains unchanged in the event only two (2) facilities are approved. In addition to Hewes' quote of \$50,000 each, we anticipate utility connection costs to total \$28,000.

Recommendation

That Council authorize Hewes and Company to proceed with the construction of two (2) on-course restroom facilities at their quoted total price of \$100,000.00. Further, that Council direct staff to complete the restroom installations by providing and connecting the necessary utilities for a sum not to exceed \$28,000.00, representing a total project cost of \$128,000.00.

TIGER POINT - WEST



Google earth

feet
meters



A - ClubHouse

B - #5 WEST

DISTANCE - 2,557' OR .48 MILE

TIGER POINT - EAST



© 2013 Google

Google earth

Google earth

feet
km



5000

A CLUBHOUSE

B #3 EAST - PROPOSED REPLACEMENT

C #7 EAST - EXISTING

D #10 EAST - PROPOSED NEW

TIGER POINT - EAST #1 THRU #4



Google earth



A CLUBHOUSE

B. #3 EAST

DISTANCE - 4,800' OR .9 MILE



July 8, 2013

Mr. Ron Pulley – Director of Parks and Recreation
City of Gulf Breeze, Florida
Gulf Breeze Community Center
800 Shoreline Drive
Gulf Breeze, FL 32561

Re: Tiger Point Golf Club – Remote Restroom Facilities

Dear Mr. Pulley:

Per your request, we have reviewed the information as provided for pre-fabricated restroom facilities and site-built facilities for the Tiger Point Golf course. We have done a cursory comparison of the two methods of project delivery and the benefits to the city.

The Hunter-Knepshield pre-fabricated option is based on a government-pricing discount negotiated by Miami-Dade County. This unit would be fabricated offsite and transported to Tiger Point, then installed on a slab provided by the City constructed to the manufacturer's requirements. The cost of the foundation system and utility hook-ups are outside of the cost of the units. Hewes & Company, LLC reviewed the plans and specifications provided by Hunter-Knepshield for a pre-fabricated restroom facility. They then provided a design/build proposal for a site-built facility meeting the same criteria as the pre-fab option, and meeting applicable Florida Building Code and hurricane-resistance requirements. In fact, they are proposing using a split-faced concrete block wall system, more wind and termite resistant than the pre-fab option.

Based on the pricing provided, the overall cost savings to the City is in excess of \$20,000, and would take advantage of local labor and materials rather than all profits going to an out-of-town entity. Since the pre-fab unit pricing was derived via a government-contract pricing scenario, the additional cost savings realized by the site-built option represents a valid means of best-value pricing. We feel comfortable that in an apples-to-apples comparison, the site-built option as proposed by Hewes & Company represents the best value to the City of Gulf Breeze. In addition, Hewes is a known entity to the City based on their performance on previous projects – if this project were to be put out for competitive bids, a set of drawings and specifications would need to be provided (at an additional cost to the city) to potential bidders – and at this level of project cost, the risk to the City is that contractors not experienced in design/build project delivery could potentially be bidders. Hewes has offered at their expense this option of saving the City money and at the same time providing a superior product to the pre-fab building. This would seem to be justification for the City to award the project to Hewes on a negotiated design/build basis.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Jernigan", is written over a faint circular stamp.

Steve Jernigan, FAIA, LEED AP
Managing Partner

bay design associates architects, p.l.
architecture + sustainability
720 bayfront parkway
Suite 200
pensacola, florida 32502
ring 850.432.0706
fax 850.433.0508
baydesign.com

MEMO

To: City of Gulf Breeze
From: Ken Morgan
Date: June 27, 2013

RE: Modular Bathrooms

Mr. Ron Pulley;

Please find the attached pictures of the locations of the bathroom facilities at Tiger Point Golf Course. There are two existing bathroom structures that have been demolished and one shelter location that has been removed. It would be our recommendation to create functional restroom facilities at these locations, rather than utilizing the existing port-o-potties.



I have attached quotes for the modular building from Hunter Kneppshield, which has an open P.O. with Miami-Dade County, Florida for modular restroom buildings. With the help of Theron Gentry, from the City of Gulf Breeze, we have provided quotes, as attached, for some of the material necessary to hook up the restroom facility between Holes #3 - #4 of the East, Hole #9-#10 of the East and #14 - #15 of the West. We have also received not to exceed numbers for the Septic Tank installation quotes. These quotes are the basis for the estimated pricing breakdowns that follow. The following estimated breakdown of pricing, is based on the Hunter Kneppshield cost for each facility:

Hole #5 West:

Hunter Kneppshield Building:	\$ 48,978.12
Slab, Set and Site Prep:	\$ 7,867.50
Water Hook Up:	\$ 2,600.00
Grinder Pump:	\$ 3,252.25
Power Hook Up:	\$ 2,600.00
Sewer Hook Up:	\$ 5,200.00

Nole #10 East:

Hunter Kneppshield Building:	\$ 48,978.12
Slab, Set and Site Prep:	\$ 7,867.50
Water Hook Up:	\$ 2,600.00
Grinder Pump:	\$ 0.00
Power Hook Up:	\$ 0.00
Septic Hook Up:	\$ 5,200.00

Hole #3 East:

Hunter Kneppshield Building:	\$ 48,978.12
Slab, Set and Site Prep:	\$ 7,867.50
Water Hook Up:	\$ 2,600.00
Grinder Pump:	\$ 0.00
Power Hook Up:	\$ 0.00
Septic Hook Up:	\$ 5,200.00
Permitting	\$ 1,500.00
Contingency	\$ <u>5,500.00</u>
Total Cost (Hunter Kneppshield)	\$206,798.11

We have taken these numbers and discussed the scope of work necessary to complete the bathroom structures with Hewes Construction, based on their previous experience with the City of Gulf Breeze, and they have indicated, as attached, that they would be willing to guarantee that they can complete the design, foundation construction, and building construction for the three buildings for \$150,000.00, plus the utility connections. Based on this information, we have compiled the following estimate for the completion of this work:

Hole #5 West:

Hewes Construction Building:	\$ 50,000.00
Slab, Set and Site Prep:	\$ 0.00
Water Hook Up:	\$ 2,600.00
Grinder Pump:	\$ 3,252.25

Power Hook Up:	\$ 2,600.00
Sewer Hook Up:	\$ 5,200.00

Hole #10 East:

Hewes Construction Building:	\$ 50,000.00
Slab, Set and Site Prep:	\$ 0.00
Water Hook Up:	\$ 2,600.00
Grinder Pump:	\$ 0.00
Power Hook Up:	\$ 0.00
Septic Hook Up:	\$ 5,200.00

Hole #3 East:

Hewes Construction Building:	\$ 50,000.00
Slab, Set and Site Prep:	\$ 0.00
Water Hook Up:	\$ 2,600.00
Grinder Pump:	\$ 0.00
Power Hook Up:	\$ 0.00
Septic Hook Up:	\$ 5,200.00
Permitting	\$ 1,500.00
Contingency	\$ 5,500.00
Total Cost (Hewes Construction)	\$186,252.25

Based on an estimated cost savings of \$20,545.86, between these two estimates, we would recommend that the bathroom facilities be completed by Hewes Construction. If you have any questions, or I can be of any assistance, please do not hesitate to call.

Sincerely,
Ken Morgan



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager
FROM: Ron Pulley, Director of Parks and Recreation
SUBJECT: Grading and Erosion Control - Community Center
DATE: September 5, 2013

A handwritten signature in blue ink, appearing to read "Ron Pulley", is written over the "FROM:" line of the memo.

The landscaping plan implemented around the new Community Center failed to control the stormwater runoff and ensuing erosion along the south face of the facility out to the shoulder of Shoreline Drive.

In order to correct this, we have installed a curb across the east end of the former driveway and laid banks of sandbags to slow the runoff.

Hewes and Co. is ready to move forward with their plan to remove the crushed limestone, re-grade to area just north of the pavement, install irrigation and place sod. This work will be accomplished at no cost to the City.

Rebol-Battle & Associates has provided us with a plan for storm drains, swales, grading and sod that, together with and in addition to the work planned by Hewes and Co, they believe will address this problem. Heaton Brothers Excavating, the excavation sub-contractor for the Community Center Addition/Renovation project, has quoted the additional work specified by Rebol-Battle at \$8,505.00.

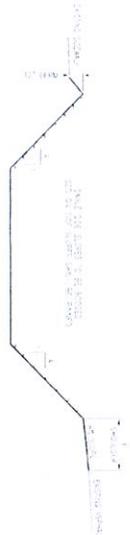
The Ken Griffin landscaping contract contains funding for additional sod to complete the mulched area east of the south entrance sidewalk following the completion of the Hewes and Rebol-Battle combined project.

Recommendation

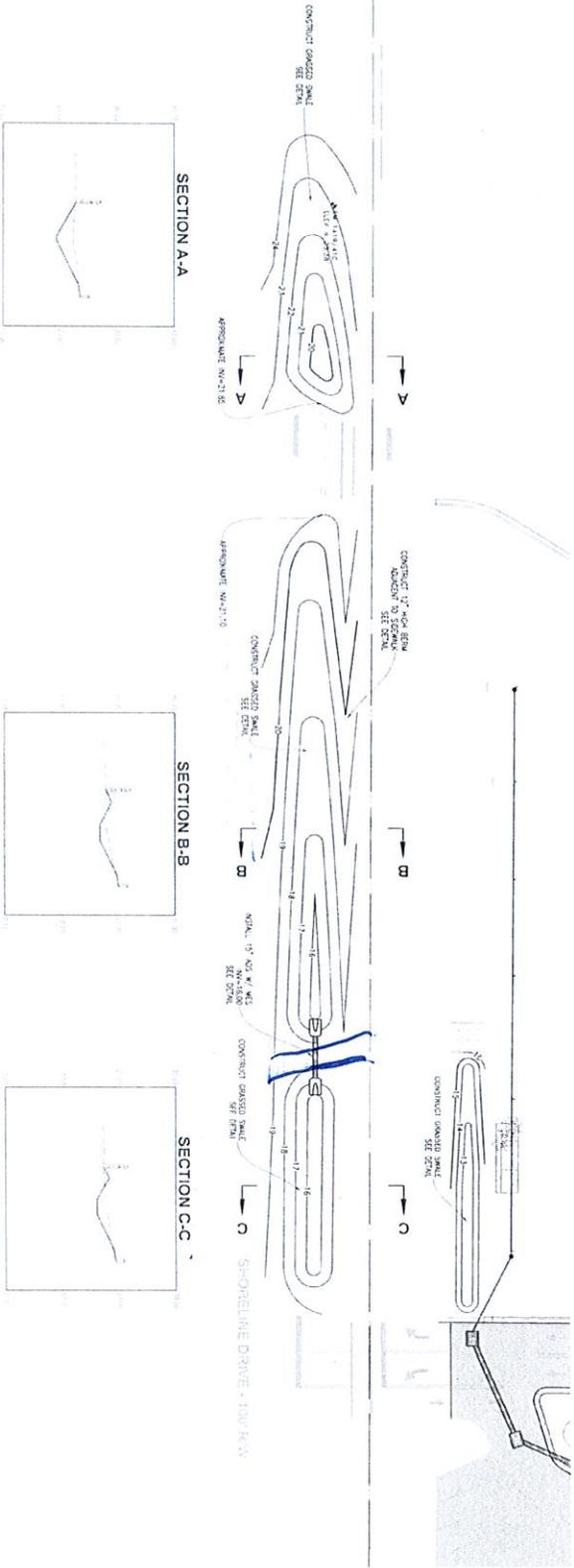
That Council authorize Heaton Brothers to proceed with the stormwater management plan designed by Rebol-Battle & Associates, at their quoted price of \$8,505.00.



LEGEND	
[Pattern]	EXISTING GRAVEL
[Pattern]	EXISTING CONCRETE
[Pattern]	EXISTING ASPHALT
[Pattern]	PROPOSED ASPHALT
[Pattern]	PROPOSED CONCRETE
[Pattern]	PROPOSED GRAVEL
[Pattern]	PROPOSED ASPHALT
[Symbol]	PROPOSED CENTERLINE
[Symbol]	PROPOSED CONTOUR
[Symbol]	PROPOSED SPOT ELEVATION
[Symbol]	PROPOSED TURN POINT



GRASSED SWALE CROSS SECTION



SECTION A-A



SECTION B-B



SECTION C-C

No.	DATE	REVISION
SEALS		
NOT FOR CONSTRUCTION		
PAUL BATTLE, P.E. No. 53170		
DR By: JRR CE By: PAB JDS No. 2012 777 DWG No. 4-25-2012		
DRAWING NO.		
C3.0		

Gulf Breeze Rec Center
 Drainage Fix
 GULF BREEZE, FLORIDA

GRADING & DRAINAGE PLAN

RBA
 REBOL-BATTLE & ASSOCIATES
 Civil Engineers and Surveyors
 P.O. Box 1000, Suite 300
 Panama City, FL 32401
 Telephone: 904.962.1234 Fax: 904.962.1234
 E-mail: rba@rba.com Website: www.rba.com

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Construction Managers • General Contractors • Design Builders

September 4, 2013

The City of Gulf Breeze
Attn: Ron Pulley
107 Shoreline Drive
Gulf Breeze, FL. 32561-4702

H&C # 63- Grading, Irrigation & Sod at South Side of Building "B"

Dear Ron,

Per our recent conversation, we submit the following quotation for additional grading, storm drainage and sod along the south side of the Community Center. This is based on Revised Drawing C3.0 dated 4/20/13 as prepared by Rebol Battle.

As we discussed, Hewes & Company had previously committed to do a limited scope of work in two of the three areas indicated on the referenced drawing (Sections B & C), summarized as follows:

Hewes Scope of Work

1. Remove temporary parking base rock.
2. Grade and redress the area ready for sod.
3. Install irrigation sprinklers connected back to your new irrigation system (9 new heads along the existing sidewalk, piping and wiring).
4. Install Bermuda sod in sections B & C

Total Cost \$5,343 (See Attached Breakdown)

We are prepared to do the work listed above at no cost to the City at such time as is convenient for your schedule.

Enhanced Scope of Work

Rebol Battle's drawing shows considerably more work than originally proposed, namely:

1. Construct a grassed swale at the west side of the drive (Section A).
2. Construct grass swales and berms in Sections B & C.

3. Install new storm drainage piping and structures. (15" ADS Pipe and 2 mitered ends).
4. Remove & Replace sidewalk as necessary.
5. Additional Bermuda sod.
6. As we discussed, we have not included any additional irrigation for the swale at Section A since it would require boring under the asphalt drive. However we will install the 9 heads in Sections B & C described above

Total Cost \$13,848 (See Attached Breakdown)

The total cost to the City for the additional scope of work above that agreed to by Hewes & Company is determined as follows:

Enhanced Scope of Work as designed by Rebol Battle	\$13,848
Less Cost of Work Agreed to by Hewes & Co	<u>(\$ 5,343)</u>
Subtotal	\$ 8,505
Overhead & Fee	<u>No Charge</u>
Total	\$ 8,505

Attached you will find copies of our cost breakdowns along with quotes from Heaton Brothers and Ken Griffin. As we discussed, the total cost could be reduced further if we can delete the 15" storm pipe, mitered ends, sidewalk demo and new sidewalk as listed on Heaton Brothers quote. However, we are not Civil Engineers and therefore cannot accept responsibility for this design change. Therefore, we recommend that Rebol Battle review and approve these changes before we delete this portion of the work.

Please review and let me know if you should have any questions.

Thanks.



Ed Hewes
President

Encl

Ed Hewes

From: Matt Miller <mmiller@heatonbrothersconstruction.com>
Sent: Wednesday, May 29, 2013 7:18 AM
To: Ed Hewes
Subject: GBCC

Follow Up Flag: Follow up
Flag Status: Flagged

Ed,

The price to remove the temp. parking base rock and redress the area along Shoreline Drive is as follows:

\$1,768.00

Price does not include sodding.

Thanks
Matt



KENGRIFFIN

Landscape Contractors

3004 Westfield Road * Gulf Breeze, FL 32563
(850)932-9304 * Fax: (850)932-8694

LANDSCAPING PROPOSAL

Page No. 1 of 1 pages

To: Hewes & Company, LLC
Attn: Ed Hewes
E-mail: ed@hewesandcompany.com

Date: 06/04/13 Phone _____

Job Location: Gulf Breeze Community Center

We hereby submit specifications and estimates for landscaping as follows:

Perform necessary site work and prep to install irrigation and sod. This will take equipment, operator, and hauling away of existing limestone sub-base in the footprint, and impact of fill for grade \$1,850.00

Add new irrigation control wire, 1.5 valve box, mainline, lateral line, and rotors to water the area between the sidewalk and Shoreline Drive. We have to install new wire to the existing clock. ~~\$1,050.00~~ \$675⁰⁰

Add approximately (1,000) yards of Bermuda Tifton 419 sod to the area to be irrigated \$3,200.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Any alteration or deviation from the above specifications involving extra costs will be done upon a change order. The costs will become an extra charge over and above the estimate. This estimate does not include additional labor and materials which may be required should unforeseen problems arise after the work has started.

Contractor is not responsible for drought, vandalism, or freeze. All elements of this agreement are contingent upon accidents, weather, or delays beyond our control.

Contractor will warranty sod for a period of sixty days and plant material/trees for a period of one year from the date of installation. However, it is the responsibility of the owner to apply adequate irrigation, fertilizers, and pest controls to keep materials healthy and free of weeds and/or pests. Contractor will not warranty sod or plant material without an automatic irrigation system. Contractor will not warranty palm trees without bubblers being installed.

There is a one year limited warranty from the date of installation on irrigation parts and labor. Warranty does not cover damage to heads and rotors due to being hit or run over. Warranty does not cover damage due to freezing or lightning strikes.

Contractor maintains \$1,000,000 in General Liability Insurance and all employees are covered with state mandated workers compensation

Contractor reserves the right to remove all materials if payment is not received within the specified time. If a dispute arises, we agree that the prevailing party will be entitled to reasonable attorney fees and costs. Interest will be charged at 1.5% per month on unpaid amounts.

Member of Better Business Bureau - Small Business Enterprise Certified

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

TOTAL MATERIALS & LABOR: \$6,100.00

Payment to be made as follows:

50% Down/50% Upon Completion

Note: This proposal may be withdrawn by us if not accepted within _____ days

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature _____ Date _____

Estimator: Shawn Brown

HEATON BROTHERS CONSTRUCTION

5805 SAUFLEY FIELD ROAD

PENSACOLA, FL 32526

OFFICE 850-453-1253

FAX 850-453-9293

PROPOSAL

TO:	FROM:
Ed Hewes	Matt Miller
COMPANY:	DATE:
Hewes and Co.	7/19/13
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
	1
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:
GBCC Drainage Fix	

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

Notes/Comments:

Ed,

The pricing to fix the drainage problem in front of the GBCC as shown on the drawing provided is as follows:

Mobilization	\$750.00	\$500
Grading	\$5,830.00	\$5083
* 15" ADS Pipe	\$900.00	
* 2 Mitered Ends \$650.00EA	\$1,300.00	
* Remove/Replace Sidewalk	\$803.00	
Sod (Centipede)1,600SY at \$2.90	\$4,640.00	
TOTAL	\$14,223.00	

Please call if you have any questions.

Thank You,

Matt Miller



KENG GRIFFIN

Landscape Contractors
3004 Westfield Road * Gulf Breeze, FL 32563
(850)932-9304 * Fax: (850)932-8694

LANDSCAPING PROPOSAL

Page No. 1 of 1 pages

To: Hewes & Company, LLC
Attn: Ed Hewes
E-mail ed@hewesandcompany.com

Date: 06/04/13 Phone _____

Job Location: Gulf Breeze Community Center We hereby submit specifications and estimates for landscaping as follows:

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Contractor maintains \$1,000,000 in General Liability Insurance and all employees are covered with state mandated workers compensation.

Contractor reserves the right to remove all materials if payment is not received within the specified time. If a dispute arises, we agree that the prevailing party will be entitled to reasonable attorney fees and costs. Interest will be charged at 1.5% per month on unpaid amounts.

Member of Better Business Bureau - Small Business Enterprise Certified

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

TOTAL MATERIALS & LABOR: \$6,100.00

Payment to be made as follows:

50% Down/50% Upon Completion

Note: This proposal may be withdrawn by us if not accepted within _____ days

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature _____ Date _____ Estimator: Shawn Brown



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: National Junior College Athletic Association Division 1 National Softball Championships

DATE: September 5, 2013

The Pensacola Sports Association (PSA) has invited us to join with them in the submission of a bid to host the 2015, 2016 and 2017 National Junior College Athletic Association (NJCAA) Division 1 National Softball Championships.

In summary, this National Championship will be held Thursday through Sunday during the second week of May for each of these three consecutive years. There will be sixteen teams competing, using our four softball fields, concession stand and portions of our Community Center. Our community Little League players will be encouraged to participate as team "hosts" and will be involved in a number of events and activities. Our Mayor and Council members will also be invited to participate in the ceremonies and events surrounding the tournament.

If we accept this invitation, our commitment will include...

- ~ Use and maintenance of four softball fields, practice fields and warm up areas throughout the tournament
- ~ Use of the Community Center to provide Umpire, VIP, Hospitality and Training rooms
- ~ Use of the Community Center for a banquet serving 450. Catering for this banquet will be paid for by PSA and will be bid by Tiger Point Food and Beverage
- ~ Purchase and installation of a public address system within the softball complex serving each field individually. (Estimated cost - \$1,000)
- ~ One Department representative to serve on the event organizing committee.

The local economic impact as projected by the PSA is attached.

The Gulf Breeze Sports Association (GBSA) has enthusiastically endorsed this opportunity and our department would be honored and proud to host this outstanding national championship.

Recommendation

That Council accept the Pensacola Sports Association's invitation to join in the bid for the 2015, 2016 and 2017 National Junior College Athletic Association (NJCAA) Division 1 National Softball Championships.



Sports.....More than just a Game.

Pensacola Sports Association
101 W. Main St.
Pensacola, FL 32502
(W)850-434-2800 (F)850-432-4237

August 20, 2013

Mr. Ron Pulley
City of Gulf Breeze
900 Shoreline Drive
Gulf Breeze, FL 32561

Dear Ron,

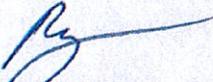
The Pensacola Sports Association (PSA) respectfully requests your and the City of Gulf Breeze's support of the PSA to bid to host the 2015, 2016, and 2017 National Junior College Athletic Association (NJCAA) Div. I National Softball Championships. A brief description of the event and its local impact is included as well as a list of "host city" requirements for this event is outlined here. A full bid package with detail and timeline is also enclosed.

Sixteen teams will qualify through state and regional tournaments to qualify for the National Championship. Hosting this event in our area will provide a projected direct economic benefit of approximately \$500,000 per year (See attached Economic Impact), with over 1,200 room nights in our area hotels. Additional direct benefits to the City of Gulf Breeze include highlighting your newly renovated and constructed community center and athletic fields, opportunity for Gulf Breeze youth, businesses and citizens to be actively involved in the event and for the entire area to see high quality college softball. Additionally, we envision key City of Gulf Breeze personnel attending and being an active part in the banquet, games, and trophy presentations taking place as part of the event week. There is the potential for local little league softball teams to "take the field" and meet the college players as well as participate in a free softball clinic.

Our bid is due to be submitted to the National Junior College Athletic Association on or before October 1, 2013.

We look forward to working with you to put together an attractive competitive bid to bring this event to our area. We welcome any questions and feedback regarding this event.

Sincerely,


Ray Palmer,
Executive Director

Request for City of Gulf Breeze to Host the 2015-16-17 NJCAA Softball National Championship

- Use of four softball fields *
 - May 14-23, 2015
 - May 12-21, 2016
 - May 11-20, 2017
 - Use of practice fields and warm up areas *
 - Use of Community Center for Umpire Rooms, VIP, Hospitality, Training Room, etc. *
 - Use of Parking Lots *
 - Use of Community Center for banquet for 450 + people *
 - Catering TBD and Paid for by the PSA
 - Facility Improvements / Upgrades Needed
 - Speaker System for complex and each field *
 - Staff
 - Field Crew to maintain and fix field as needed *
 - Person(s) to sit on event organizing committee
- (* - At No Cost to the PSA)



CHAMPIONSHIP TIMELINE

GOAL DATE	ACTUAL DATE	ACTION ITEM
Upon execution of contract		Housing- Secure tournament hotels, negotiate best rate and comp rooms for NJCAA reps and officials
3-4 Months Prior		Officials- Call for nominations, notify those chosen with contract, per diem, transportation, housing, fee info, etc.
2-3 Months Prior		Banquet- Ticket prices, location, menu, seating, program, etc.
2 Months Prior		Video Live Streaming- Communicate with NJCAA if applicable
60 Days Prior		Pre-Tournament Information/web link- Practice dates, banquet info, ticket info, hotel info, etc. and send to NJCAA for posting on website
60 Days Prior		Contact NJCAA Representative- Arrange transportation, food and lodging. Communicate your format for reimbursement.
60 Days Prior		Insurance- Forward copy of liability insurance to NJCAA
1-2 Months Prior		Secure Event Personnel- Secure score keeper, timer, press box, security, concessions, ticket taker, maintenance, photographer
1-2 Months Prior		Create Credentials- Student-athletes, coaches, media, NJCAA representatives, sponsors
1-2 Months Prior		Create Program- Include slick, welcome letter and ads from NJCAA
1-2 Months Prior		Merchandise- Contact NJCAA sponsor or complete logo request form
2-4 Weeks Prior		Game activities- Opening ceremony, community service, half-time activities, special presentations, clinics, national anthem, etc.
3-4 Weeks Prior		Awards- Verify arrival of awards, inventory and check any damage
2 Weeks Prior		Ball Shipment- Verify receipt of ball shipment
2 Weeks Prior		Banners- Verify arrival and check any damage
1-2 Weeks Prior		Contact Teams- Contact participating teams to determine arrival/departure dates, confirm competition times, give hotel assignment, advise of pretournament meeting/banquet, give contact info for key personnel, identify any medical needs
1-2 Weeks Prior		Program- Obtain team photos and roster
One Week Prior		Bracket- Seeding completed by sport committee
One Week Prior		Personnel Assignments- Review with Game Management, Head Official, Athletic Trainer, Media Relations/Stats
One Week Prior		Facility Prep- Confirm adequate security, ticket takers, concession/merchandise workers, make locker room assignments, test all timing devices, designate seating for media, stat crew, NJCAA reps, arrange for towels/water on bench, hang sponsor banners
Start of Event		Credentials/Tickets- Provide to official traveling party, NJCAA personnel, officials, key sponsors, etc. Communicate admission policy.
At Event		Evaluations- Distribute to coaches, committee, officials, hosts
At Event/Following		Records- Notify the NJCAA of any record setting performances
Following Final		Awards Ceremony- Script and order of presentation
24 Hours Following		Stats and Photo- email to NJCAA
60 Days Following		Budget, Expense Reports and Guarantee to NJCAA

ADMINISTRATION

NJCAA Sport Chair Representative

The Sport Chair will be in attendance from the Championship Banquet and Coaches Meeting through the duration of the tournament. The Sport Chair will assist the tournament director in the selection of the All-Tournament team, act as a liaison between coaches and tournament director, oversee rules of the tournament, and troubleshoot everything from weather delays to field conditions to security concerns. The Host shall make arrangements for and bear the cost of the Sport Chair's travel, housing, meals and/or meal per diem for the championship.

NJCAA Director of Championship Events

The Director is the liaison between the host and NJCAA Headquarters/Sport Chairs. The Director will work with the host to ensure proper information is communicated between the two entities. The director will post all championship information to the teams via the NJCAA website regarding housing, travel, schedule, etc. If the Director or other NJCAA Headquarter representative attends, housing is requested.

Tournament Director

The Tournament Director serves as the liaison between the host city, the NJCAA and participating teams. The Tournament Director will assist teams to secure practice facilities, hotel accommodations, local media and merchants. The host is responsible for all expenses related to the administration of the championship, including but not limited to banquet, NJCAA Sport Chair, officials, promotion/marketing, staff, insurance, championship programs, statistic and record keeping, facility and medical personal. Director and Sport Chair shall be included in all communication sent from Tournament Director.

Press Box Personnel

The host shall provide staff necessary for the administration of the championship, including but not limited to scoreboard operators, timekeepers, public address announcers, and statisticians. It is the responsibility of the tournament to keep appropriate statistics.

Statistics and Results

The tournament host is responsible for providing knowledgeable staff to record official statistics for the entire championship. Hosts of baseball, basketball, football, lacrosse, ice hockey, softball, soccer and volleyball have free access to the **PrestoSports Stat Entry** application. Hosts of those sports must use PrestoSports OR one of the following compatible stat programs: DakStats, StatCrew or Cybersports (basketball only). If using a compatible stat program, all game files must be provided the NJCAA Headquarters. To set up access to PrestoSports, contact support@prestosports.com or 301-656-5504.

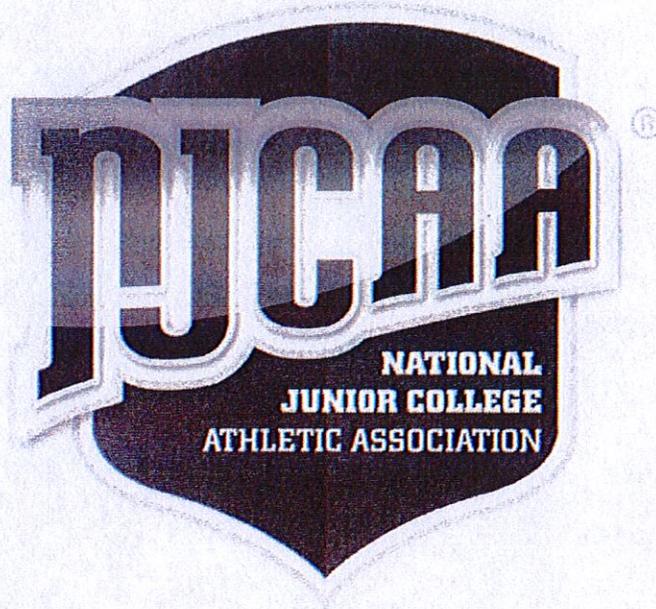
For all other championship events, hosts must identify an appropriate stat collecting software/application to be used. The NJCAA encourages all tournaments to make results/statistics readily available online for media and fans. A complete summary of results and statistics must be sent to the NJCAA Headquarters within 24 hours of the completion of the championship.

Photographer

The host shall provide an official photographer. The NJCAA requires the right to use the photos free of charge. The name and contact information for the photographer must be given to the NJCAA Headquarters prior to the championship. The NJCAA will provide instructions to upload photos to the NJCAA server. This should be done within 24-48 hours of the championship. The photographer is encouraged to provide the NJCAA with access to photos throughout the tournament to be used for promotion of event. The photographer will be given credit in all publications and may sell the product.

NJCAA Championship

Host Manual



Updated 7/11/2013

MARKETING

NJCAA Logo Usage

The NJCAA name and/or logo must be used on promotional material, soft goods and game programs in accordance with the *NJCAA Style Guide*. The NJCAA has proprietary rights and interest to its name, logo, trademark and service marks. Championship hosts may produce a unique championship logo. These logos must incorporate the official NJCAA logo and/or the words "NJCAA" along with the sport name and division of play (Division I, II, or III).

Championship specific logos must be submitted in .EPS and .JPG format to NJCAA Headquarters for approval by Oct. 1 for Fall Championships; Jan. 1 for Winter Championships, March 1 for Spring Championships. Tournament logos are the property of the NJCAA and those producing/creating art for the logo must agree to a work-for-hire agreement following logo approval by the NJCAA.

Merchandise/Soft Goods

All manufacturers of products bearing the NJCAA name or logo designed to be sold (excluding tournament programs) must hold a NJCAA trademark license managed by Strategic Marketing Affiliates (SMA). The tournament director is responsible for informing their contracted vendor of this policy. Any vendor who needs to become licensed must contact SMA directly. For a current listing of SMA licensed vendors participating in the NJCAA program, contact Holly White at hwhite@smaworks.com or 317-669-0805.

Promotion

The championship must be marketed in a consistent manner that best represents the NJCAA. All event marketing materials must meet the *NJCAA name style guide* (print & radio advertisements, press releases, website display, merchandise, etc.).

Sponsors/Advertising

The host may sell program ad space or hang local sponsor banners at the championship events so long as there is no conflict with NJCAA national sponsors. Any profit will be noted in the final budget. Tournament title sponsors must be approved by the NJCAA Headquarters 60 days prior to the event.

Championship Program

The host shall create a championship program to include NJCAA logo on cover, each participating team photo and roster with names/numbers, event schedule and/or bracket, NJCAA Board of Directors slick, NJCAA Executive Director Welcome Letter and NJCAA National Sponsor Ads. Two copies must be sent to the NJCAA Headquarters at the conclusion of the event.

Banners

The NJCAA will order a championship banner from national sponsor. Displayability to be shipped directly to the tournament director. The cost of the banner is the responsibility of the host. If the host would like to order additional banners, please contact NJCAA Headquarters.

PA Announcements

The NJCAA will provide announcements to be read periodically throughout the championship event.

Radio/TV/Video Streaming

All broadcasting rights (radio/tv/internet) of NJCAA Championship Events are exclusive to the NJCAA and the NJCAA will have final authority over all broadcasts. The NJCAA, and broadcasting partner iHigh.com, will identify select championship events to coordinate and handle all broadcast production. In these cases

the tournament director will be responsible for securing all necessary arrangements (dedicated high speed internet, electrical power, staffing, etc.). If iHigh.com elects to broadcast (video) a NJCAA Championship event, no third parties will be granted broadcast rights. *NOTE: Third Parties are defined as college athletic departments, college television networks, student operated tv networks, local/regional tv networks, etc.* Championships not selected for production are encouraged to coordinate video streaming in-house and are required to broadcast their event through iHigh.com. All broadcasts must be approved by the NJCAA Headquarters.

Third Party Broadcast Rights Fees

Tournament hosts should make their facility accessible for outside radio and video groups. Those entities- outside of iHigh.com and tournament hosts-wanting to broadcast games in their entirety from the tournament site will be subject to appropriate NJCAA broadcast rights fees. NJCAA Headquarters will provide additional information on this policy to all championship hosts.

EVENT FACILITY

Press Box

The host shall provide a work area and high-speed internet access for administration to keep statistics and NJCAA website and social media up to date.

Scoreboards

A scoreboard must be provided at the event facility. At minimum the scoreboard must display home and visiting scores, game time and periods.

Public Address System

The facility must have a permanent or portable PA system for use during the championship event. This will be used for team introductions, awards ceremonies, announcements and warm up music.

Hospitality

It is recommended that a hospitality room with snacks and drinks be provided for game official and administration for the duration of the championship event. Please note: no alcohol is permitted at NJCAA championship events.

Parking

Adequate parking for team buses, fans and administrators must be provided.

PRETOURNAMENT MEETING

A pretournament coaches meeting shall be scheduled prior to the start of the championship event. This is the ideal time to review the NJCAA Code of Conduct policy, the tournament schedule, hand out credentials, and answer any questions.

BANQUET

A tournament banquet is optional, but encouraged. This is a great way to kick off the event and recognize the outstanding achievements of NJCAA student-athletes. This event is typically held at the host hotel or local member college. Many hosts are able to secure a sponsor for this event while others charge a minimal fee for teams to attend.

GAME SCHEDULES

The NJCAA Headquarters will work with NJCAA sport committees to determine pairings and seedings of the championship event. The tournament director is responsible for the creation of supporting materials, such as brackets and schedules. A completed bracket should be sent electronically to the NJCAA Headquarters. Game times are set by tournament director, unless otherwise stated in NJCAA Handbook.

MEDICAL SERVICES

A certified athletic trainer and AED are required on site for the duration of the championship event.

AWARDS

All award will be ordered by the NJCAA Headquarters from Medalcraft Mint, the official award supplier of the NJCAA, and payable by the host. Awards will be shipped to the host 3-4 weeks prior to the championship event. The host must inventory the awards and inspect for any errors or damages. An awards ceremony script may be created by the host or the NJCAA Headquarters may provide the host with a sample script.

PRETOURNAMENT INFORMATION PACKET

Information to be included:

- Tournament Dates/location
- Schedule of Events (practice times, event schedule, meeting, schedule, etc.)
- Bracket information
- Entry procedures, requirements and deadlines
- Contact information for tournament director and other key event personnel
- Hotel assignments, rates and contact information
- Airport and car rental information
- Directors to hotels from major highways or airports
- Local map with directions to playing facility from hotels
- Diagram of playing facility/course, if applicable
- Area restaurant information
- Laundry accommodations
- Locker Room accommodations
- Athletic training accommodations
- Uniform requirements
- Coaches meeting information
- Banquet information (in applicable)
- Media questionnaire/contacts
- Credential/Tournament pass procedures
- Preorder form for soft goods
- Time and location of awards ceremony
- Official roster form
- NJCAA Code of Conduct
- Other material as defined by NJCAA Headquarters

*Examples can be found at njcaa.org



City of Gulf Breeze

Memorandum

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : September 5, 2013

Subject : Letter of Credit, Fairpoint Regional Utility System

The City is part owner of the Fairpoint Regional Utility System. In order to secure the loans necessary to construct the utility at the outset it was necessary for the City, Holley-Navarre, and Midway to commit to guarantee loans and financial commitments.

The FRUS has a letter of credit with Hancock Bank which allows funds to be drawn from Hancock for certain long-term capital improvement projects. This letter of credit is set to expire and needs to be renewed. Hancock has requested that the commitment of each owner utility reaffirm the original guarantee.

FRUS is stable financially. The likelihood of any sort of problem repaying a draw on the letter of credit is more remote now than at the time of the original commitment by the City.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE A GUARANTEE AGREEMENT TO RENEW A LETTER OF CREDIT FROM HANCOCK BANK FOR FAIRPOINT REGIONAL UTILITY SYSTEM.

LIMITED GUARANTY AGREEMENT

THIS Limited Guaranty Agreement (this "Guaranty") is entered into as of the ____ day of _____, 2013, by the CITY OF GULF BREEZE, a Florida municipal corporation, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, (the "Guarantor") in favor of HANCOCK BANK, Attn: Letter of Credit Specialist, 206 East Railroad Street, Long Beach, MS 39560 (the "Bank").

WHEREAS, on behalf of Fairpoint Regional Utility System, Inc. (the "Borrower"), the Bank issued its Letter of Credit (the "Letter of Credit") to secure Borrower's Taxable Variable Rate Demand Taxable Notes, Series 2002, in the aggregate principal amount of \$13,000,000 (the "Fairpoint Notes") pursuant to a Trust Indenture dated as of March 1, 2002, by and between the Borrower and Regions Bank, as Trustee (as amended, the "Indenture"); and

WHEREAS, on behalf of Borrower, Bank agreed to renew and extend its Letter of Credit to continue to secure the Fairpoint Notes; and

WHEREAS, the Guarantor is one of three members of the Borrower (the other two members being Holley-Navarre Water System, Inc. and Midway Water System, Inc., both of whom shall hereinafter be collectively referred to as the "Other Guarantors"), and the proceeds of Fairpoint Notes will be applied to finance wholesale water production and distribution facilities, a portion of which will serve and benefit Guarantor's municipal water utility system (collectively the "2002 Project"); and

WHEREAS, as partial and limited inducement for the Bank to renew and extend its Letter of Credit for the benefit of the 2002 Project, the Guarantor agreed to execute and deliver a Guaranty to the Bank in respect to the outstanding principal balance of \$2,700,000.00 of the Fairpoint Notes.

NOW, THEREFORE, the Guarantor hereby agrees as follows:

1. The Guarantor unconditionally guarantees to the Bank the Indebtedness of Borrower to Bank. The word "Indebtedness" as used herein shall mean all obligations of Borrower to Bank under and in accordance with that certain Reimbursement Agreement dated June 28, 2011, as amended by Amendment to Reimbursement Agreement dated as of the date hereof, by and between Borrower and the Bank (collectively the "Reimbursement Agreement"). The terms of the preceding two sentences notwithstanding, the liability of Guarantor shall in no instance whatsoever exceed one-third (1/3) of the principal and accrued but unpaid interest outstanding under the Reimbursement Agreement. The undersigned does further agree that if the indebtedness is not paid by Borrower in accordance with the terms of the Reimbursement Agreement, the undersigned will immediately make the payments required and perform the obligations of Borrower thereunder.

2. The obligations of the Guarantor hereunder are independent of and separate from the obligations of the Other Guarantors, and Guarantor shall in no circumstance

RE: Fairpoint Regional Utility

Vredenburg, Bruce <Bruce.Vredenburg@hancockbank.com>

Fri, Aug 23, 2013 at 5:50 PM

To: KEN WALKER <kenwalker@mchsi.com>, Edwin Eddy <eaeddy@gulfbreezefl.gov>, Bobby Cooley <bcooley@midwaywater.com>, William Goulet <williamjgoulet@yahoo.com>

I have confirmed that we do need to get the guaranty agreements updated with the renewal, however, it is OK for you to go ahead and execute the Fairpoint documents and follow up with the executed guaranty agreements in short order thus allowing you to fit it in with your regular course of business or meeting schedule. We would like to get the Fairpoint documents back, executed, next week and the guaranty agreements back as soon after your next respective board meetings, if you should require board action to approve the execution of the agreements.

Your existing guaranty agreements will remain in force and be sufficient, along with the executed amendment documents provide to Fairpoint this week, to issue the certification letter to Regions Bank indicating the full renewal of the line has been completed.

Thanks

Bruce

Bruce Vredenburg

President

Northwest Florida Region

Hancock Bank

(850) 444-3217

From: KEN WALKER [mailto:kenwalker@mchsi.com]

Sent: Thursday, August 22, 2013 12:43 PM

To: 'Edwin Eddy'; 'Bobby Cooley'; 'William Goulet'

Cc: Vredenburg, Bruce

Subject: FW: Fairpoint Regional Utility

Gentlemen,

I received this packet from Bruce at Hancock Bank this morning. It appears that we need to execute new "Limited Guaranty Agreements" and I suspect that we will have to get approval from our respective governing bodies to do

this. The rest of the documents can be approved and executed by the Fairpoint Board on Tuesday.

I will ask Bruce if they will accept the original executed Guaranty's to avoid the delays associated scheduling Boards or since all governing bodies have already approved the guaranty maybe the Mayor and the two Presidents can execute without a formal Board meeting.

From: Vredenburg, Bruce [mailto:Bruce.Vredenburg@hancockbank.com]
Sent: Thursday, August 22, 2013 11:30 AM
To: Ken Walker (kenwalker@mchsi.com); Barbara Carawan
Cc: Denney, Bradley
Subject: Fairpoint Regional Utility

Ken/Barbara,

Attached please find the documents we will need executed in order to complete the letter of credit renewal. As you know we have already provided you with the commitment letter from Hancock Bank, indicating our approval of the renewal, along with the confirmation of approval from the Federal Home Loan Bank for the wrap around guarantee, both of which have been provided to Susan Cunningham as representative for Regions Bank who serves as trustee. We need these documents executed at your earliest convenience in order to execute and deliver to Ms. Cunningham the certification letter that all of the documents have been executed related to the renewal of the letter of credit.

Please note that each guaranty requires two officers of the entity to sign; one to execute on behalf of the entity and the other to attest. Generally speaking, I would believe this to be the President and Secretary of the organization, although I would recommend that look to their bylaws in terms of who has the authority to act on behalf of each entity.

In an earlier communication with Barbara we notified her that the guarantee fee from the Federal Home Loan Bank would be required at the time they issue their confirmation. We recently debited Fairpoint's account for this cost and have provided Barbara with evidence of the tickets used in the debiting of your account. Barbara, please confirm that you have received this documentation. I have confirmed that, although you are being asked to renew the letter of credit in advance of the current maturity, we will not require payment of the letter of credit fee until the existing term matures. At the time of maturity the renewal fee will be debited from your account.

Please do not hesitate to give me a call with any questions you may have regarding the documentation attached. Please feel free to provide both the City of Gulf Breeze and Midway with the electronic copies of their respective guarantees to print out and execute. We will need the original, signed documents delivered to my attention at the Garden Street office in Pensacola. Should need any assistance in collecting these signed documents we are available to assist in order to accelerate the process.

Sincerely,

whatsoever be liable or responsible for any obligations of the Other Guarantors nor shall Guarantor be included or joined in any action against the Other Guarantors except to enforce Guarantor's obligations as set forth in paragraph number 1, above.

3. Notwithstanding anything to the contrary contained herein or in any of the Fairpoint Notes, the Reimbursement Agreement, the Indenture, or in any other instrument or document executed by or on behalf of the Guarantor in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future member, officer, employee, or agent of the Guarantor, or of any incorporator, member, director, trustee, officer, employee, or agent of any successor to the Guarantor, in any such person's individual capacity, and no such person, in his individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements, or obligations, nor shall any recourse be had for the payment of the principal of, premium, if any, or interest on any of the Fairpoint Notes, the Reimbursement Agreement, the Indenture, or the Water Supply Agreement, or for any claim based thereupon or any such stipulation, covenant, agreement, or obligation, against any such person, in his individual capacity, either directly through the Guarantor or any successor of the Guarantor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise. The provisions of this paragraph shall survive termination of this Guaranty.

4. It is the intention of the Bank and the Guarantor that the Guarantor's obligation is limited to payment of only one-third (1/3) of the Indebtedness. In computing the amounts payable hereunder, (i) there shall be no double-counting of amounts payable on the Fairpoint Notes and amounts payable to reimburse the Bank for draws under the Letter of Credit to make such payments on the Fairpoint Notes, and (ii) the Guarantor shall receive credit toward the Indebtedness for one-third (1/3) of all payments made by or on behalf of the Borrower, provided that Guarantor shall not receive any credit for any payments made by the Other Guarantors, except to the extent such payments exceed two-thirds (2/3) of the amounts payable by the Borrower for the Indebtedness.

5. Any notice, demand, request or other communication which the Bank may desire to give to the Guarantor with respect to this Guaranty shall be deemed sufficient if in writing and hand delivered, with a receipt being obtained therefore or mailed to the Guarantor by certified or registered mail, return receipt requested, postage prepaid, addressed to the Guarantor at the address noted below or at any other address that the Guarantor may hereafter designate by written notice to the Bank: The City of Gulf Breeze, Florida, Attention: City Manager, P.O. Box 640, Gulf Breeze, Florida 325562. All such notices, demands, etc., shall be deemed to have been given when received (if hand delivered) or upon deposit in the mail (if mailed).

6. Any suit, action or legal proceeding arising out of this Guaranty must be brought in the Circuit Court in and for Santa Rosa County, Florida.

7. This Guaranty shall inure to the benefit of, and be enforceable by, the Bank and its successors and assigns, and shall be binding upon, and enforceable against, the

Guarantor and its successors and assigns.

8. This Guaranty shall be governed by and construed under the laws of the State of Florida, all rights and remedies being governed by such laws.

IN WITNESS WHEREOF, the Guarantor, intending to be legally bound hereby, has duly executed this Guaranty as of the date first above written.

CITY OF GULF BREEZE, FLORIDA
a Florida Municipal Corporation

By: _____
Name: _____
Title: _____

ATTESTED TO BY:

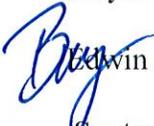
Name: _____
Title: _____



City of Gulf Breeze

Memorandum

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : September 6, 2013

Subject: **Presentation of Master Plan to Florida Department of Transportation**

Now that we have a carefully prepared, detailed Master Plan with regard to the landfall of the new bridge across Pensacola Bay, as well as traffic improvements through the City, we need to meet with FDOT and other appropriate consultants to advocate for the implementation of the City's plans.

Staff, our consultants, and the Mayor have been invited to a meeting with FDOT on September 10, 2013, to begin these discussions. The FDOT consultants, Reynolds, Smith and Hills, will also be present. More detailed discussions will follow.

We do not have an additional scope of work with VHB MillerSellen to cover these meetings and follow-up. We can compensate them per the hourly rates in the Master Plan work with an estimated not to exceed budget for tracking purposes. We believe the meetings and follow-up to the various requests for information and documentation will require a budget of \$40,000.00. It is appropriate to fund this request from Community Redevelopment Agency funds.

RECOMMENDATION:

THAT THE CITY COUNCIL MEET ON TUESDAY, SEPTEMBER 17, 2013, AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY AND APPROVE A BUDGET OF \$40,000.00 FOR CONSULTING SUPPORT BY VHB MILLERSELLEN ASSOCIATED WITH IMPLEMENTATION OF THE MASTER PLAN.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manger

FROM:  Craig S. Carmichael, Director of Community Services

DATE: September 6, 2013

SUBJECT: PARKING ENFORCEMENT

The City's new parking regulations are framed in a section of the City's Code of Ordinances (Code) that would only allow a sworn law enforcement officer to issue a fine. Florida Statutes contain a provision which allows non-sworn personnel to issue parking fines. The term used to describe this provision is a "Parking Enforcement Specialist."

§ 316.640(3)(c), Fla. Stat. (2012)

(c)1. A chartered municipality or its authorized agency or instrumentality may employ as a parking enforcement specialist any individual who successfully completes a training program established and approved by the Criminal Justice Standards and Training Commission for parking enforcement specialists, but who does not otherwise meet the uniform minimum standards established by the commission for law enforcement officers or auxiliary or part-time officers under s. 943.12.

2. A parking enforcement specialist employed by a chartered municipality or its authorized agency or instrumentality is authorized to enforce all state, county, and municipal laws and ordinances governing parking within the boundaries of the municipality employing the specialist, by appropriate state, county, or municipal traffic citation.

3. A parking enforcement specialist employed pursuant to this subsection may not carry firearms or other weapons or have arrest authority.

In order to allow the City's Code Enforcement staff to handle the provisions of the new ordinance, the City Council needs to formally designate its

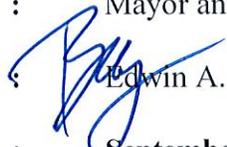
Code Enforcement Officers as "Parking Enforcement Specialists." Sgt. Neff has contacted the Criminal Justice Standards and Training Commission and found that the training program is only eight hours and can be taught in house. He has made arrangements to teach the class on Monday, September 9, 2013.

RECOMMENDATION: THAT THE CITY COUNCIL FORMALLY DESIGNATE THE CITY'S CODE ENFORCEMENT OFFICERS AS PARKING ENFORCEMENT SPECIALISTS.



City of Gulf Breeze

Memorandum

To : Mayor and City Council
From :  Edwin A. Eddy, City Manager
Date : September 6, 2013
Subject : Refinancing Coastal Bank Loan

The City has an outstanding loan from Coastal Bank with an outstanding balance of approximately \$3,800,000. We refer to this loan as "Coastal A." The proceeds were used to upgrade the South Santa Rosa Utility System. The loan, as currently structured, has a requirement that debt service be paid 2013-2019 and a "balloon" or total balance due payment of over \$2,000,000 in 2020.

The City has two options with this loan:

1. Allow the current loan to remain in place. If we choose this option, we should begin immediately to set aside adequate funds to meet the obligation for a payment of over \$2,000,000 in 2020; or
2. Payoff the existing loan now with a new loan that extends the amortization period and refinances the balloon amount due in 2020.

We believe option two is preferable. In order to set aside adequate funds to pay the balloon amount in 2020, we would need to use a large portion of SSRUS reserves or a rate increase to raise adequate funds. On the other hand, the improvements to SSRUS which were funded by the original loan will be a valuable and useful asset to the City for many years to come so it makes sense to extend the amortization period for the loan.

The attached Request for Proposals (RFP) was utilized to solicit proposals which are due by September 13, 2013. We plan to have a recommendation for Council action in time for the Tuesday, September 17, Regular Meeting.

RECOMMENDATION:

THAT THE CITY COUNCIL PLACE APPROVAL OF A LOAN TO REFINANCE THE COASTAL A LOAN ON THE SEPTEMBER 17, 2013, REGULAR COUNCIL AGENDA.

A Request for Proposals
to Refinance Existing Debt of the City of Gulf Breeze (City)
Qualified Banking institutions are invited to respond

An existing debt whose loan proceeds were originally used to finance improvements to the City owned South Santa Rosa Utility System is being reviewed for refinancing under terms and a payment schedule mutually beneficial to the lender and the City. Respondent should presume that the loan is tax-exempt and non-bank qualified for proposal purposes. The City will negotiate the final terms as submitted by responding banks based on the response to the key loan variables as noted below:

Amount to be financed: Approximately \$3.8 million (\$3,788,641 estimated at closing)

Security Pledged: Covenant to Budget and Appropriate debt service funds
each fiscal year

Loan variables: Term having maturity in 15 years with a level
amortization over the 15 year period, with
adjustment of the interest rate every 5 years:
Initial rate in effect for months/payments 1 – 60,
1st adjusted rate in effect months/payments 61 – 120,
2nd adjusted rate in effect months/payments 121- 180.

-An evaluation of the proposals submitted will be conducted weighing the expected advantages and financing costs of market adjustments in 5 year periods. For this feature, the city will agree to covenant no prepayment of the loan during the initial 3 years. ***Integral to the evaluation will be not only the initial rate for the initial period, but the market index and margin to be used when rates are adjusted each adjustment date.***

Parity covenant- The lender will agree to be on parity with other indebtedness of
the City and/or South Santa Rosa Utility System. No senior lien
other than through parity with other indebtedness will be
granted.

Financing Costs- The City does not expect legal or loan document costs to be
substantial for closing this loan. An expected “not to exceed”
amount for legal costs should be provided.

Financial Statements
and Audits- The City has annual audited financial statements available
through its website. The City will covenant there has been no
material change in its financial condition since the end of the prior

fiscal year. Internally generated financial statements will be made available for the most recent month end accounting period.

Other Banking Relationships The City will consider establishment of other banking relationships as an added consideration of responding to this loan request. Recent monthly statements of deposit accounts and purchasing card activity will be provided if requested. Certain banking services are utilized by the City that require compatible interface with existing accounting software of the finance department. If proven unworkable, or unable to be substituted without cost to the City these may not be considered as a service open to other providers. In addition to pricing, the accessibility of banking facilities and scope of features for the convenience of the City staff will be evaluated.

Response and Evaluation

The City would like to close the loan refinancing with the commencement of its new fiscal year starting October 1, 2013. This is an objective, but not a necessity. The existing debt being refinanced has not matured and can remain outstanding.

Three copies and an electronic copy of responses to this request should be submitted to the City, attention City Clerk, no later than 2pm, September 13, 2013.

Your contacts for other questions are Steve Milford, Finance Director; Edwin Eddy, City Manager, and, relative to pricing and loan terms, Ed Gray, Executive Director of Gulf Breeze Financial Services. Answers to inquiries and requests for additional data will be posted on web pages available to all interested parties. Supplementary information will be posted and available to all interested parties at the RFP link at: www.CityofGulfBreeze.com/finance.

Final action in selecting the lender and associated terms of the proposal will be by the Gulf Breeze City Council at a regularly scheduled meeting determined by the City Manager.

Please ensure that your response specifically includes the following:

- 1) Name and address of responding bank;
Name and contact information of primary / account contact;
Name, address and contact information of servicing branch;
Affirmation that you are a qualified Florida Depository.
- 2) Proposed amortization schedule for the debt. Use \$3,788,641 as closing principle.
- 3) –Initial interest rate for the initial 5 year period;
- Proposed adjustment, or basis for calculating adjustment, for interest rate at months 61 to 120, and months 121 to 180.

- Any caps or limitations on the adjustment value;
 - Include a 20 year monthly history of any proposed indices used in the adjustment.
- 4) A schedule of costs and fees to be paid at closing.
 - 5) Any caveats or structural limitations not specifically set forth in the solicitation above.
 - 6) A schedule of pricing for banking services that would become effective if additional banking relationships are established.
 - 7) Any other distinguishing elements of your proposal.

Please include 3 copies of your proposal as well as a full electronic version (on CD or flash drive) addressed and delivered to :

City Clerk
RE: Refinancing Proposal
1070 Shoreline Drive
Gulf Breeze, FL 32561

Please ensure that all responses are received by the City Clerk before 2pm on Friday, September 13, 2013. Respondents will be recorded and acknowledged thereafter, but no summary or recommendation will be made until staff have reviewed the proposals and prepared a brief for the City Council. Final award, if any, is at the sole discretion of the City Council, and will be the basis for negotiations toward a mutually acceptable agreement. In the event that a mutually acceptable agreement cannot be reached within a reasonable period of time, the City Council may, at its sole discretion, direct staff to open discussions with one or more other qualified responders to this request, or may withdraw its award altogether.

Memo

To: Edwin Eddy, City Manager
From: Steve Milford
Date: August 29, 2013
Re: Proposed extension of audit services by Warren Averett (O'Sullivan Creel)

The attached letter and engagement agreement for audit services has been submitted by Warren Averett for our consideration. The bulk of the engagement letter identifies and defines responsibilities for the audit process components and the scope of the audit and review of CAFR (Comprehensive Annual Financial Report) components and schedules.

The substance of the engagement letter is a continuance through 2018 of Warren Averett as the City's auditors for the following fee schedule:

Year	Base Audit Fee	CAFR Preparation	Fed Single Audit
2014	49,900	5,250	.6% of grant revenue
2015	51,000	5,250	.6% of grant revenue
2016	53,000	5,250	.6% of grant revenue
2017	55,000	5,250	.6% of grant revenue
2018	57,000	5,250	.6% of grant revenue

The base fee changes reflect annual increases ranging from 3.9% to 2.2%. The engagement letter also stipulates that the agreement may be terminated on demand by the City, and as such may be renegotiated or the services may be subject to open bid at the Council's discretion.

In light of the past satisfactory performance of Warren Averett and its predecessor organizations, and the scope of changes in demands on the finance department as well as the improved software and processes available, I believe it is in the best interest of the City to continue with Warren Averett under the proposed provisions. The engagement agreement provides a basis, but not a contractual obligation, to continue our professional relationship with Warren Averett over the next five years.

Recommendation:

The City Council of Gulf Breeze authorize the Mayor and/or City Manager to engage Warren Averett as the City's auditors as outlined in the attached engagement letter for services commencing in fiscal year 2014.

WARREN AVERETT

O'SULLIVAN CREEL

A Business of Warren Averett, LLC | CPAs & Consultants



36474C Emerald Coast
Pkwy.

Suite 3301

Destin, FL 32541-6701

850.837.0398

Fax: 850.837.4583

July 24, 2013

The Honorable Mayor, and
City Council Members of the
City of Gulf Breeze, Florida

www.warrenaverett.com

Warren Averett has enjoyed a long and mutually beneficial relationship with the City of Gulf Breeze and I want to recognize how important the City is as a client of the Firm. Having served the City for more than 16 years, Warren Averett has proven the depth of our resources and our expertise to effectively audit the City and we look forward to this opportunity to continue serving you. As we near the end of our current 5 year agreement (Fiscal Year 2013 is the final year), I would like to request that the City Council renew our contract for 5 years, as allowed for in the current agreement.

During fiscal year 2013, the City has undertaken a complete software conversion of its accounting systems. Given that this conversion will result in modifications to policies and procedures for City staff and further result in changes to internal control policies and procedures; a significant investment of time will be incurred by both the City and Warren Averett to update the related documentation and control testing to complete the current year audit. We believe that there is a valid business reason to extend the contract to allow for this investment of time to be recovered over the subsequent renewal period, and thus allow for potential savings to the City in the year of conversion.

The current agreement (paragraph 14) reads as follows:

The term of this AGREEMENT shall extend over a period of five (5) years, commencing upon execution by both parties, and continuing thereafter until completion of the audit for Fiscal Year 2013. This AGREEMENT may be extended for up to four (4) five (5) year periods without the use of auditor selection procedures in accordance with Section 218.391. In addition this AGREEMENT may be amended or modified upon mutual agreement between the Parties, evidenced by a written addendum hereto incorporating the provisions of said amendment or modification, and executed with the same formalities as this AGREEMENT.

From discussions with your staff and City Manager, we believe the City is pleased with our services, and therefore we ask the Council for this extension. We also enjoy a positive relationship with the Capital Trust Agency and anticipate renewing our contract with them. We will ensure that you receive the same quality of service, attention to detail, and client satisfaction that we have strived to deliver year after year.

July 30, 2013
City of Gulf Breeze

I have attached a new agreement for the five (5) year period commencing with the Fiscal Year 2014 for your consideration. Please review and let me know if you have any questions, or need any additional information.

Best regards,

A handwritten signature in black ink, appearing to read "Kevin D. Bowyer". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kevin D. Bowyer, CPA, CITP, CISA

TERMS OF ENGAGEMENT

July 30, 2013

1. **ENGAGEMENT:** Warren Averett, LLC, is pleased to confirm our understanding of the services we are to provide for the City of Gulf Breeze, Florida (the City) and any of its affiliated entities. This agreement confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

2. **SERVICES PROVIDED:** We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Gulf Breeze, Florida as of and for the years ended September 30, 2014, 2015, 2016, 2017 and 2018. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules
3. Other Post-Employment Benefits Other Than Pension (as applicable)

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal and/or State Awards (as applicable)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on the other information.

1. The Statistical Data as listed in the Comprehensive Annual Financial Report (CAFR)

3. **AUDIT OBJECTIVES:** The objective of our audit is the expression of opinions as to whether the City's basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provision of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and Chapter 10.550, Rules of the Auditor General (as applicable).

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 and Chapter 10.550 (as applicable) in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133; and Chapter 10.550 (as applicable), and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133 and Chapter 10.550 (as applicable), and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with City of Gulf Breeze, Florida in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

4. **MANAGEMENT RESPONSIBILITIES:** Management is responsible for the basic financial statements, schedule of expenditures of federal and/or state awards (as applicable), and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal and/or state awards (as applicable) in accordance with the requirements of OMB Circular A-133 and Chapter 10.550 (as applicable).

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. The City is also responsible for the selection and application of accounting principles; for the preparation and fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. The City is also responsible for providing us with (1) access to all information of which the City is aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from which we determine it necessary to obtain audit evidence.

The City's responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. The City's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

The City is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. The City's responsibilities include informing us of the City's knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, the City is responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133 and Chapter 10.550 (as applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the start of fieldwork.

The City is responsible for the preparation of the schedule of expenditures of federal and/or state awards (as applicable) in conformity with OMB Circular A-133 and Chapter 10.550. The City agrees to include our report on schedule of expenditure of federal and/or state awards (as applicable) in any document that contains, and indicates that we have reported on the schedule of expenditures of federal and/or state awards (as applicable). The City also agrees to include the audited financial statement with any presentation of the schedule of expenditure of federal and/or state awards (as applicable) that includes our report thereon or make the audited financial statement readily available to intended users of the schedule of expenditures of federal and/or state awards (as applicable) no later than the date the schedule of expenditures of federal and/or state awards (as applicable) is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and/or state awards in accordance with OMB Circular A-133 and Chapter 10.550 (as applicable); (2) that you believe that the schedule of expenditures of federal and/or state awards (as applicable), including its form and content, is fairly presented in accordance with OMB Circular A-133 and Chapter 10.550 (as applicable); (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reason for the changes); (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and/or state awards (as applicable).

The City is also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. The City also agrees to include the audited financial statement with any presentation of supplemental information that includes our report thereon or make the audited financial statement readily available to users of the of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplemental information in accordance with GAAP; (2) that you believe that the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reason for the changes); (4) you have disclosed to us any significant assumptions or interpretations

underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. The City is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as the City's planned corrective actions for the report, and for the timing and format for providing that information.

5. AUDIT PROCEDURES:

General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from the City's attorneys as part of the engagement, and they may bill the City for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from the City about the financial statements and related matters.

Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133 and Chapter 10.550 (as applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 and Chapter 10.550 (as applicable).

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133 and Chapter 10.550 (as applicable).

Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with applicable laws, regulations, contracts agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 and Chapter 10.550 (as applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and Chapter 10.550 (as applicable) for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133 and Chapter 10.550 (as applicable).

6. **NON ATTEST SERVICES:** As part of the audit, we will assist with preparation of the City's financial statements and related notes. The City is responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. The City will be required to acknowledge in a written representation letter our assistance with preparation of the financial statements and that the City has reviewed and approved the financial statements and related notes prior to their issuance and has accepted responsibility for them. Further, the City is required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

7. **ENGAGEMENT ADMINISTRATION, FEES AND OTHER:** We may from time to time, and depending on the circumstances, use third-party service providers in serving the City's account. We may share confidential information about the City with these service providers, but remain committed to maintaining the confidentiality and security of the City's information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of the City's personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of the City's information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of the City's confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, the City will be asked to provide the City's consent prior to the sharing of the City's confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that the City's employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards and/or state awards (as applicable), summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with the City the electronic submission and certification. If applicable, we will provide copies of our report for the City to include with the reporting package the City will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Warren Averett, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to cognizant or oversight agencies, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify the City of any such request. If requested, access to such audit documentation will be provided under the supervision of Warren Averett, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by cognizant agencies, oversight agencies, or pass-through entities. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit the first week in December and to issue our reports no later than the following February. Kevin Bowyer, CPA, CITP, CISA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Per the City of Gulf Breeze, Florida's request, this contract may be extended. Fees for the subsequent audit years will be negotiated at renewal. Per the City of Gulf Breeze, Florida's request, this contract may also be terminated at any time.

Government Auditing Standards require that we provide the City with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2011 peer review accompanies this letter.

8. DETECTION: This engagement will not include any procedures designed to detect theft or illegal acts that are immaterial to the financial statements, and the City agrees that we will have no responsibility to do so.

9. FEES: Our base audit fees for the fiscal years ending September 30, 2014, 2015, 2016, 2017 and 2018, will be \$49,900, \$51,000, \$53,000, \$55,000 and \$57,000 respectively. However, the fees for services may include a premium for service resulting from other factors deemed relevant, including but not limited to, the difficulty of the issues and the time limitations imposed. In addition, the City desires to have a comprehensive annual financial report (CAFR) for the fiscal years ended September 30, 2014 – 2018. We will assist the City in preparing its CAFR for submission to the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. Our fee for the CAFR preparation will be \$5,250 for each year the CAFR is applied for. Other requested services, outside the scope of the audit, will generally be billed at our standard per diem rates in effect at the time the services are performed. In the event that the Auditors are required to perform compliance audit work as required by Federal and state laws, rules and regulation, the Federal Single Audit Act, the Florida Single Audit Act, and the Rules of the Florida Auditor General, such services will be billed additionally at a fixed rate of \$6.00 per \$1,000 of federal and state annual expenditure amounts. The actual fees due for each year's audit shall be a product of the total hours worked times the standard hourly fee for the personnel utilized on the job. Compensation paid annually to Auditors for performance of services required herein shall not exceed the fees projected for each annual audit, except as provided herein. All out-of-pocket costs and expenses incurred by Auditors in performing

their obligations hereunder shall be borne by Auditors.

10. **BILLING:** Invoices are due upon receipt. In the event that payment is not received within 30 days of the due date, the City will be assessed interest charges of one percent per month on the unpaid balance. We reserve the right to suspend or terminate our work due to nonpayment. In the event that our work is suspended or terminated as a result of nonpayment, the City agrees that we will not be responsible for the City's failure to meet government and other filing deadlines, or for penalties or interest that may be assessed against the City resulting from the City's failure to meet such deadlines.

11. **EMPLOYMENT:** In the event the City desires to employ a current employee of Warren Averett, LLC or a previous employee of Warren Averett, LLC whose termination date is within 6 months of the date services were provided to the City by us, the City agrees to consult with us concerning such employment. In addition, if the City employs such employee, the City agrees Warren Averett, LLC has the option to receive a reasonable placement fee from the City, in an amount determined by us not exceeding 25% of employee's annual compensation at the time of termination.

12. **LEGAL FEES:** In addition to the fees for services described in this agreement, the City agrees to pay legal fees incurred in connection with any suit to recover fees due from the City on this engagement, legal fees incurred by Warren Averett, LLC in responding to any third-party request for production and/or subpoenas related to the City's records and our work done for the City in connection with an engagement thereon.

13. **LIABILITY:** Warren Averett, LLC's maximum liability to the City for any reason shall be limited to the fees paid by the City for the services or work product giving rise to the liability except and to the extent finally determined to have resulted from our gross negligence or our willful misconduct.

14. **INDEMNITY:** The City agrees to release, defend, indemnify and hold Warren Averett, LLC and its members, managers, officers and employees and the respective heirs, executors, personal representatives, successors, and assigns of each of them harmless from any and all claims which arise from knowing misrepresentations to Warren Averett, LLC by the City, or intentional withholding or concealment of information from Warren Averett, LLC by the City.

15. **DISPUTE RESOLUTION:** By signing this agreement, the City agrees that any controversies, issues, disputes or claims ("Disputes") asserted or brought by or on behalf of the City shall be RESOLVED EXCLUSIVELY BY BINDING ARBITRATION administered by the American Arbitration Association (the "AAA") in accordance with the Commercial Arbitration Rules of the AAA then in effect; provided, that, by written notice delivered to the City prior to or after the initiation of any arbitration claim, Warren Averett, LLC may elect in its sole discretion (a) that the Dispute shall be resolved pursuant to litigation in an Agreed Court (as defined below) and/or (b) submitted to nonbinding mediation prior to the commencement or continuation of an arbitration claim or lawsuit. If any Dispute is not arbitrated for any reason, (i) any litigation, proceedings or other legal actions related to a Dispute shall be instituted in the courts in the state of the service provider, or if it has jurisdiction, a Federal court in the state of the service provider ("the Agreed Courts") and (ii) the parties, for themselves and their successors and assigns, hereby WAIVE TRIAL BY JURY OF ANY DISPUTE. Each party to this Agreement irrevocably submits to the exclusive jurisdiction of the Agreed Courts in connection with any such litigation, action or proceeding. Each party to this Agreement irrevocably waives, to the fullest extent permitted by applicable law, any defense or objection it may now or hereafter have to the laying of venue of any proceeding brought in Agreed Courts, and any claim that any proceeding brought in any such court has been brought in an inconvenient forum. If the City recovers less than that which may be offered by Warren Averett, LLC or its representatives prior to, or during the course of, any such arbitration, litigation, mediation or other settlement negotiation, then the City agrees to reimburse Warren Averett, LLC for any legal fees or costs incurred in the defense by Warren Averett, LLC relating to the resolution of the Dispute, discontinuance, and/or abandonment of the Dispute presented by the City within 90 days subsequent to the issuance of any arbitration award or final judgment, the effective date of any mediation/settlement agreement, or the date of abandonment of the Dispute by the City as perceived by Warren Averett, LLC. The parties acknowledge that (x) they have read and understood the provisions of this agreement regarding arbitration and (y) performance of this agreement will be in interstate commerce as that term is used in the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the parties contemplate substantial interstate activity in the performance of this Agreement including, without limitation, interstate travel, the use of interstate phone lines, the use of the U. S. mail services and other interstate courier services.

16. **INVALIDATION:** In the event that any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this agreement.

17. **DISCLOSURE:** From time to time, we may disclose the City's information to a service bureau that assists us in providing data processing services. We have secured agreements with these service bureaus to maintain the confidentiality of the City's information. Warren Averett, LLC will remain responsible for the work provided by any of these service bureaus.

18. **TERM:** This agreement shall survive the termination of the City's engagement of Warren Averett, LLC.

19. **AMENDMENT:** The terms and conditions of this agreement (i) apply exclusively to the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services") and do not apply to any other services specifically addressed in a separate Terms of Engagement entered into between Warren Averett, LLC and the City. This agreement replaces and amends all previous Terms of Engagement entered into between Warren Averett, LLC and the City for the services specifically set forth in the "Services Provided" section herein (the "Current Specified Services"). This agreement does not impose upon Warren Averett, LLC any additional obligations or responsibilities with respect to any other Terms of Engagement entered into between Warren Averett, LLC and the City.

CLIENT SIGNATURE: We appreciate the opportunity to be of service to the City and believe this letter accordingly summarizes the significant terms of our engagement. If you have any questions, please let us know. If the City agrees with the terms of our engagement as described in this letter, please sign the copy of this letter in the space provided and return it to us.

Acknowledged:

Signature

Title

Date



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: September 4, 2013

SUBJECT: Community Development Block Grant

In order to proceed with a CDBG application the rules require adoption of a Resolution approving application and authorizing Mayor Zimmern to execute certain documents and submit the application.

Attached is Resolution # 19-13 prepared by our consultant. A similar Resolution #18-12 for our second CDBG application was approved by Council in September 2012.

RECOMMENDATION:

That the City Council direct staff to prepare a final version of Resolution No. 19-13 for the Regular Meeting, September 17, 2013, which approves application for a Community Development Block Grant and authorizes Mayor Zimmern to execute necessary documents.

RESOLUTION NO. 19-13

A RESOLUTION TO BE ENTITLED:

A RESOLUTION AUTHORIZING CITY OF GULF BREEZE CITY COUNCIL, A MUNICIPAL CORPORATION AUTHORIZING THE CHIEF ELECTED OFFICIAL TO MAKE APPLICATION TO THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY, SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT, FY 2013; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, City of Gulf Breeze is experiencing a need for physical improvements in one or more neighborhoods; and

WHEREAS, City of Gulf Breeze is experiencing a need for economic improvement and sustainability; and

WHEREAS, it is the desire of City of Gulf Breeze that local residents be assisted in creating an improved living and working environment in these areas.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF GULF BREEZE CITY COUNCIL, GULF BREEZE, FLORIDA authorizes the MAYOR to act in connection with the grant and is authorized to sign correspondence and documents on behalf of the City;

SECTION 1. That the Small Cities Community Development Block Grant (CDBG) program is declared to be a workable program for providing needed physical improvements to benefit the low-to-moderate income residents indicated in the FY 2013 CDBG application.

SECTION 2. City of Gulf Breeze hereby directs the Mayor of the City to sign all necessary certifications of the CDBG application.

SECTION 3. That City of Gulf Breeze directs the MAYOR to execute and submit the CDBG application to the State of Florida, Department of Economic Opportunity for approval and in their absence directs the Vice Mayor to execute the application and all subsequent documents.

SECTION 4. That the Chief Elected Official or the Vice Mayor in his/her absence, is authorized and directed to submit additional information in a timely manner as may be required by the State of Florida, Department of Economic Opportunity.

SECTION 5. The proposed CDBG application is consistent with the local comprehensive plan.

SECTION 6. The City of Gulf Breeze commits \$125,000.00 from infrastructure funds to the CDBG project contingent upon funding from the Department. These funds will be spent in an addressed needs service area and will be spent after the date of the site visit and prior to administrative closeout. These funds are currently available.

SECTION 7. That this resolution shall take effect immediately upon its passage.

DULY ADOPTED in regular session this ____ day of _____, 2013.

APPROVED: _____
Beverly H. Zimmern, Mayor

ATTEST:

Leslie Guyer, City Clerk or
Stephanie Lucas, City Clerk



City of Gulf Breeze

TO:  Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: September 6, 2013
SUBJECT: Community Development Block Grant

After the initial success of applying for and receiving over \$585,000 of CDBG funding, the City can again apply to the Florida Department of Economic Opportunity (DEO) for a grant. The City can apply for an additional \$650,000 in the Neighborhood Revitalization category to be used to revitalize infrastructure within the City. Again there is a City match of at least \$125,000 that provides us 25 extra points in the Application.

The scope of the project consists of Septic Tank Abandonment. There will be a total of 57 new sewer hookups. The City application has two (2) Service Areas. These areas will include a portion of San Carlos Avenue from Fairpoint Drive to just east of Hampton Street, Hampton Street between San Carlos Avenue and Gilmore Drive and then a portion of Gilmore Drive east of Hampton Street. Attached is a map of the two areas. The project will provide approximately 3,070 LF of 8" gravity sewer, 1,360 LF of 4" force main and all appurtenances. The activities will also provide for the installation of a permanent emergency pumping source at an existing lift station at 406 York Street.

Since the City had a very positive experience with both the grant administrator (Jordan & Associates) and the engineering firm (Baskerville Donovan) in the last grant cycle, we would like to consider this new application an extension of current work. Under our current purchasing policies this is acceptable with City Council approval.

CDBG allows 8% of the total grant funds for administration (\$52,000) and the resident observation portion of the construction phase of the grant to be used for engineering fees, which usually amounts to approximately \$30,100 to \$33,000. If CDBG pays for grant consultants and engineers then the City must do a Request for Proposals (RFP) and go through the entire procurement process; providing all of the documentation to DEO for their review and approval.

If the City elects to use the grant consultant we have been working with without going through the procurement process, we can claim the contract fee negotiated with the consultant as part of our match.

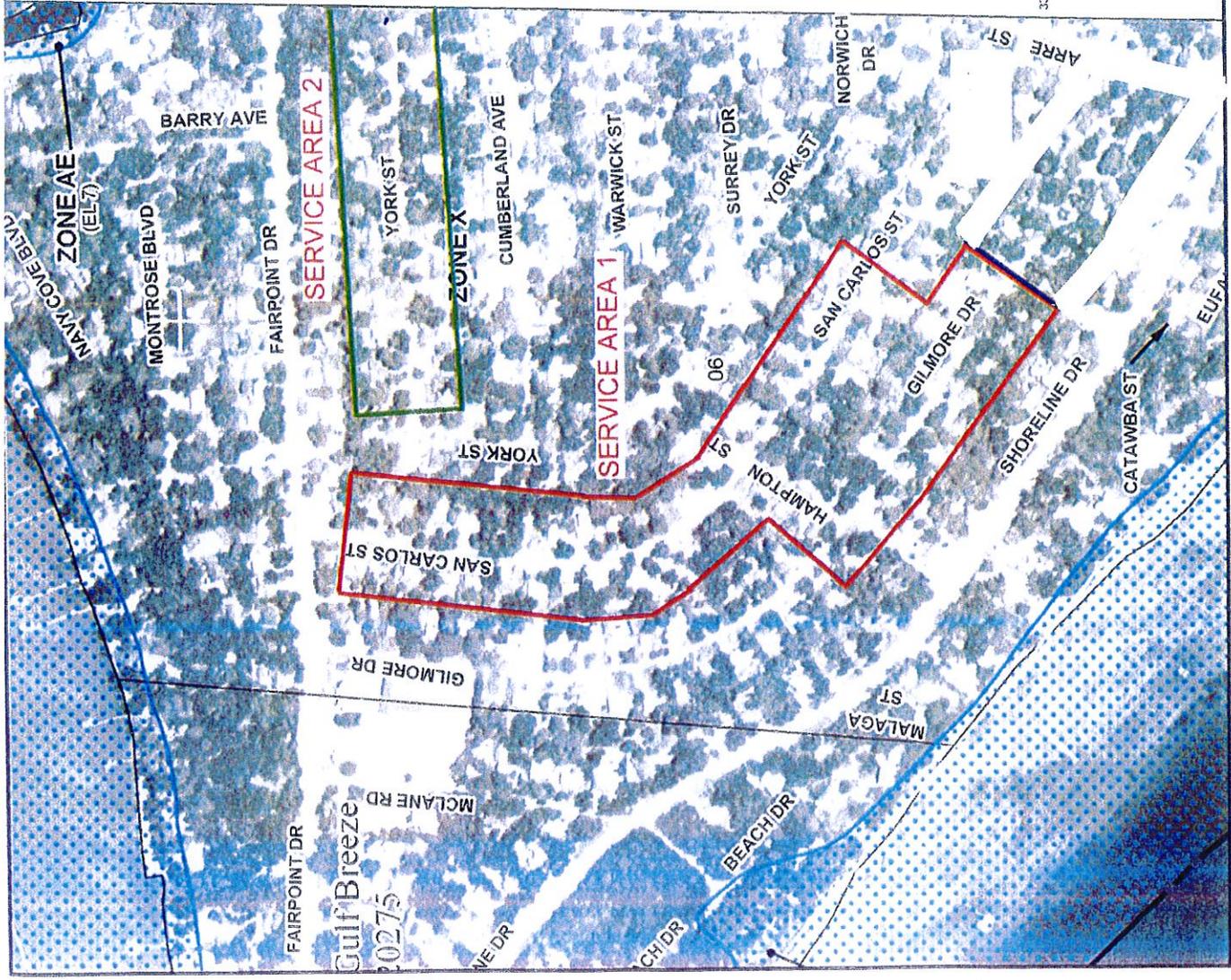
The advantages of using the consulting and engineering fee for match are:

1. No procurement process delays. Once we have signed the Department of Economic Opportunity Contract the consultant can move right to the preparation of the environmental review; shortening the 2 - 3 months time for procurement process. The sooner the environmental review is completed the sooner the City receives its "Release of Funds" and the engineer can post the Advertisement for Bids and construction can begin much earlier.
2. The City is responsible for spending its commitment of \$155,330 and if not will lose points based on the amount not expended. By using administration and engineering as leverage, we are assured that at the very least that amount will be covered; leaving the full \$650,000 of CDBG funds for construction.

The fee negotiated with Jordan and Associates as part of the match is \$46,800. The fee negotiated with Baskerville Donovan is \$30,068 out of a total contract fee of \$108,530 (based on Rural Development Fee Curve). Engineering services of \$78,462 was paid in November 2012. See agreements attached.

A public hearing to provide citizens an opportunity to comment on the application is scheduled to be held at the Gulf Breeze Council Chambers, 1070 Shoreline Drive, Gulf Breeze, FL on Tuesday, **September 17, 2013, at 6:30 P.M.** **A draft copy of the application will be available for review at that time.** A final copy of the application will be made available at City Hall, Monday through Friday, between the hours of 7:30 AM – 4:00 PM, no more than five days before the application due date. The application due date is anticipated to be between January and March of 2014.

RECOMMENDATION: That the City Council place on its agenda a public hearing to provide citizens an opportunity to comment on the application at the regular Council meeting to be held in the Gulf Breeze Council Chambers, 1070 Shoreline Drive, Gulf Breeze, FL on Tuesday, **September 17, 2013, at 6:30 P.M.** That the City Council accept staff recommendation to consider the services of Jordan & Associates and Baskerville Donovan as an extension of work and that their fees be used as leverage match for the CDBG application process. That the City Council accept staff recommendation to commit \$155,330 in matching funds to promote septic tank abatement, improve property values, and address environmental concerns. That the City Council approve staff negotiated agreements with Jordan & Associates for administrative consulting services for \$46,800 and Baskerville Donovan for engineering services for \$30,068 and authorize the Mayor to sign those agreements.



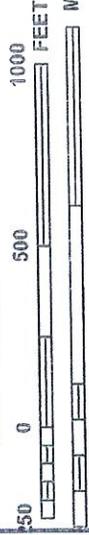
JOINS PANEL 0606

58°00'N

33



MAP SCALE 1" = 500'



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0602G

FIRM
FLOOD INSURANCE RATE MAP
 SANTA ROSA COUNTY,
 FLORIDA
 AND INCORPORATED AREAS
PANEL 602 OF 657

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS	COMMUNITY	NUMBER	PANEL	SHEET
SANTA ROSA COUNTY	602	602	602	602

NOTE
 THIS MAP INCLUDES COASTAL BARRIER RESOURCES SYSTEM BOUNDARIES ESTABLISHED UNDER THE COASTAL BARRIER RESOURCES ACT OF 1992 (40 C.F.R. SUBSEQUENT LEGISLATION)

Refer to User The Map Number shown below should be used when placing new orders. The Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
12113C0602G

EFFECTIVE DATE
DECEMBER 19, 2006

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-411T On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

**AGREEMENT FOR CDBG
ADMINISTRATION SERVICES
GULF BREEZE, FL**

This Contract is entered into this _____ day of _____, between the City of Gulf Breeze, Florida, hereinafter referred to as the "Client" and Jordan & Associates, 769 Blanding Blvd, Suite 5, Orange Park, Florida, 32065. This Contract shall become effective immediately, with Grant Administration Services subject to the beginning date of the CDBG Grant Agreement between the local government and the Florida Department of Economic Opportunity, hereinafter referred to as "DEO".

WITNESSETH

WHEREAS, the Client has been awarded a Community Development Block Grant, hereinafter referred to as the "Project" and the Client being desirous of implementing such a Project; and

WHEREAS, the Client has determined that Jordan & Associates is fully qualified to perform Grant Administrative Services for the Client's Community Development Block Grant (CDBG) Project.

NOW THEREFORE, the Client and Jordan & Associates, in consideration of mutual covenants and promises herein contained and fully intending to be legally bound, hereby do, mutually agree as follows:

ARTICLE I. SCOPE OF SERVICES

Jordan & Associates shall provide the following services for the Grant Administration and Jordan & Associates agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform and complete the necessary Grant Administration Services required to implement and complete the Client's CDBG project in compliance with applicable laws and regulations.

Scope of Services (Jordan & Associates and Client): The scope of services relevant to the CDBG Project No. "Upon Award" is included as Attachment "B" to this agreement.

ARTICLE II. COMPENSATION AND PAYMENT

- A. Compensation: For the services provided as identified in Attachment "B" the Client agrees to pay the administrator as follows:
1. Administrative Services: The Client will pay Jordan & Associates the sum of \$ **46,800.00**. Not more than **\$4,500.00** shall be paid by the Client for Jordan & Associates' services performed prior to the release of funds. This payment is for the Environmental Review process. The client will pay the cost of advertisement. After the Client's release of funds, the remaining compensation will be paid in 24 equal monthly payments of **\$1,762.50** or multiple months as invoiced.
 2. Early Completion: If the project is satisfactorily completed before the 24-month grant period expires, the balance of the administration fee will be paid to Jordan & Associates by the tenth calendar day of the month, after submission of the preliminary closeout report to DEO.
 3. Termination: If this agreement is terminated prior to Jordan & Associates' receipt of the entire lump sum fee specified herein, Jordan & Associates shall be paid upon termination the difference between a) the fee previously collected by Jordan & Associates; and b) 7.2% of the total grant funds spent/obligated under Jordan & Associates direction.
 4. Miscellaneous Costs: It is agreed by Jordan & Associates and the Client that legal, audit and advertising expenses will be the Client's responsibility.
- B. Invoices: Jordan & Associates will submit a monthly invoice or combined multiple months' invoices for Administration Services. The invoice shall be submitted to the Client for the Client's review and approval. Payment will be issued within fourteen (14) days of the receipt of the invoice.

ARTICLE III. ACCESS TO RECORDS

The local government, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions. It is expressly understood that upon receipt of substantial evidence of Jordan & Associates' refusal to comply with this provision, the Client will have the right to terminate this contract for breach.

ARTICLE IV. TERM OF CONTRACT

The term of contract under this Project shall begin upon the execution of the grant agreement between the Client and DEO and shall be completed upon final completion of the Florida Community Development Block Grant Small Cities Program Project, as approved by the Florida Department of Economic Opportunity.

ARTICLE V. TERMINATION

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated, in whole or in part, in writing, by either party for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in Article V. A. above.
- C. If termination for default is effected by the Client, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to Jordan & Associates at the time of termination may be adjusted to cover any additional costs to the Client because of the default.

- D. If termination for convenience is effected by the Client, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice as described in Article II. A.3.

If termination for convenience is effected by Jordan & Associates, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice as described in Article II. A. 3.

For any termination, the equitable adjustment shall provide for payment to Jordan & Associates for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by Jordan & Associates relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- E. Upon receipt of a termination action under paragraphs A. or B. above, Jordan & Associates shall: (1) promptly discontinue all affected work (unless the notice directs otherwise); and (2) deliver or otherwise make available to the Client all data, reports, summaries and other such information, as may have been accumulated by Jordan & Associates in performing this contract, whether completed or in process.
- F. Upon termination, the Client may take over the work and may award another party a contract to complete the work described in this contract.
- G. If, after termination for failure of either party to fulfill contractual obligations, it is determined that the other party had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience for the initiating party. In such event, adjustment of the contract price shall be made as provided in paragraph D. above.

ARTICLE VI. CONTRACT AMENDMENT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes with associated costs shall be incorporated as written amendments to this contract and attached hereto.

ARTICLE VII. PROHIBITION AGAINST CONTINGENT FEES

Jordan & Associates warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Jordan & Associates to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporations, individual or firm, other than a bona fide employee working solely for Jordan & Associates any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE VIII. CONTACT PERSONS

- A. The Client's contact person for this contract is Dave Szymanski.
- B. The representative of Jordan & Associates responsible for the administration of this contract is Ms. Kathy Baker.
- C. 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 representative will be rendered, in writing, to the party and said notification attached to the original of this contract.

ARTICLE IX. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the client and Jordan & Associates, arising out of or relating to this contract, or the breach of it, will be decided by mediation, if the parties mutually agree, or in a Florida court of competent jurisdiction.

ARTICLE X. RETENTION OF RECORDS

Jordan & Associates shall retain all records relating to this contract for six (6) years after the Client is administratively closed and any other pending matters are resolved.

ARTICLE XI. ENVIRONMENTAL COMPLIANCE

If this contract exceeds \$100,000, Jordan & Associates shall comply with all applicable standards, orders or requirements issued under Section 306 of the clean air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U. S. Environmental Protection Agency regulations (40 C.F.R. Part 15). Jordan & Associates shall include this clause in any subcontracts over \$100,000.

ARTICLE XII. ENERGY EFFICIENCY

Jordan & Associates shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

ARTICLE XIII. COVENANT FOR SERVICES

The Client does hereby contract with Jordan & Associates to perform the services described herein and Jordan & Associates does hereby agree to perform such services under the terms and conditions set forth in this contract.

ARTICLE XIV. ATTORNEY'S FEES

Should it become necessary for either party to enforce its rights under this agreement, the prevailing party shall be entitled to recover attorney's fees and costs associated herewith.

ARTICLE XV. FEDERAL STATUTORY REQUIREMENTS

When applicable, Jordan & Associates and the Client shall comply with the provisions contained in Attachment "A" and incorporated herein.

ARTICLE XVI. LIMITATION OF LIABILITY

- A. Compensation: Neither Jordan & Associates, Jordan & Associates' consultants, nor their agents or employees shall be jointly, severally or individually liable to the Client in excess of the compensation to be paid pursuant to this agreement by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

ARTICLE XVII TERMS AND CONDITIONS

This contract contains all the terms and conditions agreed upon by the parties.

ARTICLE XVIII EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by duly qualified representatives this _____ day of _____, 2013.

CITY OF GULF BREEZE

JORDAN & ASSOCIATES

Beverly H. Zimmern, Mayor

Ronald M. Vanzant, President

ATTACHMENT "A"

FEDERAL PROVISIONS

Equal Employment Opportunities

During the performance of this Contract, the CONSULTANT agrees as follows:

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CLIENT setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will cause the foregoing provisions to be inserted in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONSULTANT will furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CLIENT and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, order of the Secretary of Labor, or as otherwise provided by law.

- G. The CONSULTANT will include the provisions of paragraphs A. through G. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CLIENT, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964

Under Title IV of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

“Section 3” Compliance in the Provision of Training, Employment, and Business Opportunities

- A. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 required that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The CONSULTANT will send to each labor organization or representative of workers with which he has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker’s representative of his

commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Record and Audits

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CLIENT to assure proper accounting for project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CLIENT or any authorized representative, and will be retained for six (6) years after the final closeout of the CLIENT agreement with DEO.

ATTACHMENT "B"

ADMINISTRATIVE SERVICES

It is our goal to implement a trouble-free project and relieve the community of as much burden as possible by:

1. Establish liaison with Department of Economic Opportunity on the community's behalf.
2. Prepare Environmental Review documents including all mail outs and advertisements.
3. Review the local government's compliance with state and federal regulations/ requirements concerning procurement, employment, personnel and property management, records retention, fair housing ethics, etc. and make recommendations for modifications, if necessary.
4. Assist the community with any property acquisition as may be necessary.
5. Request a wage decision for the project
6. Review bid documents
7. Coordinate and support engineering firm in the following:
 - A. Request and receive bids
 - B. Review and evaluate bids for eligibility and compliance. Recommend for approval by local officials.
 - C. Assist with contract development if necessary. Supervise execution.
 - D. Attend pre-construction conference.
8. During construction review all request for funds from the contractor to insure that all Davis/Bacon Act federal requirements are met.

Coordinate to resolve any problems between the engineer, contractor, and community.

Review any change orders and make recommendations to the community on each; and insure that all Release of Liens are properly executed and all documents are in hand properly before final payment is made.
9. Prepare Request for Funds – to be submitted in a manner that will insure availability of funds to the local government when needed, in compliance with regulations.

10. Maintain required files.
11. Produce and submit any program reports.
12. Be present to represent the local government during monitoring visits. Respond to the monitoring reports.
13. Meet with the Citizen's Advisory Task Force (CATF) to keep them informed on the project.
14. Meet with the local government to keep them updated on the progress of the project.
15. Support the community in receiving an extension in the grant period that may be required as a result of unforeseen circumstances.
16. Prepare program closeout, including submission of reports and follow-up.

City of Gulf Breeze Cost Analysis

CDBG Administrative Services Based on Lump Sum Fee

Environmental Review Process	<u>\$ 4,500.00</u>
Maintain/Update Policies for Grant Recordkeeping/Monitoring with DCA Estimate includes two monitorings and potential for one amendment in recordkeeping	<u>\$ 21,450.00</u>
Attend CATF Meetings/Commission Meetings	<u>\$ 5,000.00</u>
Fair Housing Activities Minimum of one per quarter	<u>\$ 3,500.00</u>
Pre-Construction Conference/Labor Standards Including providing assistance to engineer, requesting Wage Decisions, and getting contractor clearance	<u>\$ 8,500.00</u>
Closeout Documents	<u>\$ 3,850.00</u>
Total \$	46,800.00

*Estimated profit is \$3,250.00
Profit based on 2 year contract therefore,
fluctuates according to length of actual project 5-8%*

AGREEMENT
BETWEEN
CITY OF GULF BREEZE



AND

 **BASKERVILLE-DONOVAN, INC.**
Innovative Infrastructure Solutions

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR THE

CITY OF GULF BREEZE 2012 SMALL CITIES COMMUNITY
DEVELOPMENT BLOCK GRANT

(SANITARY SEWER LINE INSTALLATION)

TABLE OF CONTENTS

	<u>Page</u>
IDENTIFICATION OF THE PARTIES	1
DESCRIPTION OF THE PROJECT.....	1
AGREEMENT.....	1
SECTION 1 - BASIC SERVICES	3
1.1 Description of Basic Services.....	3
SECTION 2 - OWNER'S RESPONSIBILITIES	3
2.1 Owner's Representative	3
SECTION 3 - PAYMENTS TO ENGINEER	4
SECTION 4 - GENERAL CONSIDERATIONS.....	4
4.1 Standard of Care	4
4.2 Termination.....	4
4.3 Remedies.....	5
4.4 Access to Records.....	5
4.5 Retention of Records	6
4.6 Environmental Compliance	6
4.7 Energy Efficiency	6
4.8 Conflicts with Other Clauses	6
4.9 Insurance.....	6
4.10 Controlling Law.....	7
4.11 Successors and Assigns	7
4.12 Changes and Modifications	7
4.13 Severability and Waiver	7
4.14 Extent of Agreement.....	8
4.15 Prohibition Against Contingent Fees.....	8
4.16 Adjustment of Contract Price	8

**AGREEMENT
BETWEEN
CITY OF GULF BREEZE
AND
BASKERVILLE-DONOVAN, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made as of this ____ day of _____, 2013, between the City of Gulf Breeze, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, hereinafter referred to as "OWNER", and Baskerville-Donovan, Inc., hereinafter referred to as "ENGINEER," for the Small Cities Community Development Block Grant (Sanitary sewer line installation and street resurfacing), bidding services and construction observation and administration, hereinafter called the "PROJECT."

OWNER and ENGINEER, in consideration of the mutual covenants contained herein, agree as follows:

SECTION 1 – ENGINEERING SERVICES DURING BIDDING AND CONSTRUCTION

1.1 Description of Basic Services for project previously designed by the ENGINEER.

ENGINEER's basic services and responsibilities are described as follows:

Basic Service Area – the scope of work will provide for bidding services and construction observation and administration during the construction of approximately 3,100 LF of 8” gravity sewer, lift station, 1,360 LF of 4” force main and components on a portion of San Carlos Street, Hampton Avenue and Gilmore Street for the purpose of abating existing septic tanks along the route. This area is shown in Exhibit 2.

Option Area 1 – the scope of work will provide for bidding services and construction observation and administration for the construction of approximately 400 LF of 8” gravity sewer and components on a portion of San Carlos Street for the purpose of abating existing septic tanks along the route. This area is shown in Exhibit 2 and is included should the base bids come in under the grant amount.

SECTION 2 - OWNER'S RESPONSIBILITIES

So as not to delay the services of ENGINEER, OWNER shall do the following in a timely manner:

2.1 Owner's Representative

Designate in writing a person to act as OWNER's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the PROJECT.

SECTION 3 - PAYMENTS TO ENGINEER

Lump Sum shall mean a fixed amount agreed upon in advance, subject to modifications and amendments, for services rendered.

- | | |
|---|-------------|
| 1) Advertise, Bid, and Award (10% of design fee): | \$ 6,368.00 |
| 2) Engineering Services During Construction: | \$23,700.00 |

The total amount of the Agreement shall be \$30,068.00.

Compensation does not include Value Engineering or OWNER requested changes after bid opening or OWNER requested changes in the completed design.

However, it is understood that the funding for this contract is being provided under a Florida Department of Community Affairs Small Cities Community Development Block Grant (CDBG) and that in no case shall the compensation for basic contract administration and construction observation exceed the allowances allowed for the CDBG segment of the CDBG project covered by this agreement unless the construction period is extended beyond the contract schedule at which time the ENGINEER shall be compensated on a time and material basis utilizing the most current billing rates in effect at the time the work is performed.

Payments to ENGINEER for Services rendered shall be made once every month by OWNER. ENGINEER's invoices will be submitted once every month and will be based upon total services completed at the time of invoices. OWNER shall promptly pay ENGINEER's invoices.

SECTION 4 - GENERAL CONSIDERATIONS

4.1 Standard of Care

ENGINEER shall perform all services under this Agreement in a manner which is consistent with generally accepted standards of professional engineering practice.

4.2 Termination

4.2.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

4.2.2 This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 4.2.1 above.

- 4.2.3 If termination for default is effected by the OWNER, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the local government because of the engineer's default.
- A. If termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.
 - B. For any termination, the equitable adjustment shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments (e.g., subconsultants) which had become firm prior to receipt of the notice of intent to terminate.
- 4.2.4 Upon receipt of a termination action under paragraphs 4.2.1 or 4.2.2 above, the ENGINEER shall (1) promptly discontinue all affected work (unless a notice directs otherwise) and (2) deliver or otherwise make available to the OWNER all data, drawings, reports, specifications, summaries and other such information, as may have been accumulated by engineer in performing this Agreement, whether completed or in process.
- 4.2.5 Upon termination, the OWNER may take over the work and may award another party a contract to complete the work described in this contract.
- 4.2.6 If, after termination for failure of the engineer to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the contract price shall be made as provided in paragraph 4.2.3 above.
- 4.3 Remedies
- 4.3.1 Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in questions between the OWNER and the ENGINEER, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.
- 4.4 Access to Records
- 4.4.1 The OWNER, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

4.5 Retention of Records

4.5.1 The ENGINEER shall retain all records relating to this contract for six years after the OWNER makes final payment and all other pending matters are closed.

4.6 Environmental Compliance

4.6.1 If this contract exceeds \$100,000, the ENGINEER shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The ENGINEER shall include this clause in any subcontracts over \$100,000.

4.7 Energy Efficiency

4.7.1 The ENGINEER shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

4.8 Conflicts with Other Clauses

4.8.1 If this Agreement contains any clauses which conflict with the above clauses, then this Agreement will be governed by the clause(s) in sections 4.2 through 4.7 above.

4.9 Insurance

4.9.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, employer's liability claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom.

4.9.2 ENGINEER will maintain throughout this AGREEMENT the following insurance:

- (a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

- (e) OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against OWNER as to said policies.

4.10 Controlling Law

This Agreement is to be governed by and construed in accordance with the laws of the State of Florida.

4.11 Successors and Assigns

- 4.11.1 The parties hereby bind their respective partners, successors, executors, administrators, legal representatives and, to the extent permitted by paragraph 7.7.2., their assigns, to the terms, conditions and covenants of this Agreement.
- 4.11.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement (other than the right of the ENGINEER to assign monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.
- 4.11.3 Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates, subcontractors and consultants as ENGINEER may deem appropriate to assist in the performance of Services.
- 4.11.4 Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

4.12 Changes and Modifications

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

4.13 Severability and Waiver

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach of the same by the other party.

4.14 Extent of Agreement

This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed or other form or document issued by OWNER with respect to the PROJECT or ENGINEER's services.

4.15 Prohibition Against Contingent Fees

4.15.1 The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the ENGINEER and fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

4.16 Adjustment of Contract Price

4.16.1 If a Truth-in-Negotiation certificate was required for this contract, the firm agrees that the original Agreement price and additions thereto shall be adjusted to exclude any significant sums by which it is determined the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one year following the end of the Agreement.

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

City of Gulf Breeze
"OWNER"

BY: Beverly Zimmern

SIGNED:

TITLE: Mayor

Witnessed By:

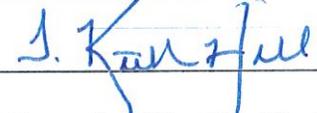
ADDRESS: 1070 Shoreline Drive

Gulf Breeze, FL 32561

Deputy Clerk

Baskerville-Donovan, Inc.
"ENGINEER"

BY: T. Keith Hill, P.E.

SIGNED: 

TITLE: Executive Vice President, COO

ADDRESS: 449 West Main Street
Pensacola, FL 32502

Witnessed By:



Professional Services Estimate
TASK ORDER

Owner: City of Gulf Breeze

Project: 2012 CDBG Sewer
Project Number: 20410.09

Task Description	Division Manager @ \$200.00 /hr	Project Manager @ \$175.00 /hr	Env. Engineer @ \$140.00 /hr	Eng. Engineer @ \$110.00 /hr	Elec. Engineer @ \$75.00 /hr	Struct. Engineer @ \$175.00 /hr	Design Engineer @ \$90.00 /hr	Professional Surveyor @ \$130.00 /hr	Survey Crew @ \$155.00 /hr	CAD Technician @ \$75.00 /hr	Chemical @ \$40.00 /hr	Geotech @ \$3,500.00	Amount
Task 1 - Advertise, Bid and Award	4.00	12.00	1.50	1.50	5.75	12.42							\$6,368
Task 2 - Project Observations and Administration	1.00	72.00	8.00	4.00	40.00	12.00							\$23,700
													\$30,068

NOTES:

1. BDI 2013 Hourly Billing Rate includes overhead and 15% profit.
2. Construction period is estimated to be 180 days.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: September 6, 2013
RE: Offer for 801 Gulf Breeze Parkway

A handwritten signature in blue ink, appearing to be "T. Lambert", is written over the "FROM:" line of the memorandum.

City Council authorized an offer of \$502,500 for the referenced property, based on the average of the two appraisals received. Unfortunately, staff misread one appraisal and the actual average is \$497,500. Staff has proceeded with an offer letter based on the revised average. The funding will be revised as follows:

CRA	\$198,750.00
Natural Gas	\$198,750.00
Donation to City	\$100,000.00

As we have not used the public records exemption for negotiating this sale, The City Council is not bound to a particular bid number. Staff proceeded with the appraisals as a matter of good policy and in case the exemption needed to be exercised at some point.

RECOMMENDATION: The City Council approve the revised offer of \$497,500 for the property at 801 Gulf Breeze



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

To: Edwin Eddy, City Manager
From: *M* Robert Randle, Chief of Police
Re: Handgun flash lights

Recently we switched over all of our duty weapon holsters to a more secure holster. The construction of these holsters allows us to affix a tactical flashlight to our Glock handguns. This small yet very bright flash light is a tactical and officer safety necessity. Most departments now issue duty weapons with the flashlights as well as red dot lasers already attached. The particular flash light that fits our gun is the Blackhawk Night Ops Xiphos NTX. We have received a State Contract quote of \$109.99 per flashlight. The total cost for 23 lights (full time and part time officers) would be \$2529.77.

Our department has just been awarded another \$2,800.00 that was seized as drug proceeds. This brings our Drug Asset Forfeiture Fund up to \$46,570. I am requesting that we purchase these lights for our officers and pay for it from the Forfeiture funds.

RECOMMENDATION: That the City Manager approve the purchase of these duty weapon flash lights.



