

**GULF BREEZE CITY COUNCIL
EXECUTIVE MEETING AGENDA**

APRIL 16, 2014
WEDNESDAY, 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Resolution 06-14, Recognizing Thomas C. Bosworth for His Service to the City of Gulf Breeze and Its Residents.
- B. Discussion and Action Regarding Teacher Appreciation Day Proclamation.
- C. Discussion and Action Regarding Development Review Board Recommendation:

Dr. Andrew Kees
.52 Highpoint Drive
Gulf Breeze, FL 32561

Request to construct a new 103' seawall immediately in front of existing seawall.
- D. Discussion and Action Regarding Schedule of Public Hearing for May 19, 2014 to Review Proposed Variances for Mr. David Brannon.
- E. Discussion and Action Regarding Landscape Improvements on Route 399 from Intersection with Highway 98 to the Bob Sikes Bridge.
- F. Discussion and Action Regarding Contribution - Take Stock in Children.
- G. Discussion and Action Regarding Purchase of 17' Equipment Tilt Trailer.
- H. Discussion and Action Regarding Approval of Paving Phase 2 & 3 of FY 2014 Paving Projects.
- I. Discussion and Action Regarding Payment of Invoice No. 178967 for \$4,069.05 to VHB Miller Sellen.
- J. Discussion and Action Regarding Agreement with Andrews Research and Education Foundation – Regenerative Tissue Lab.
- K. Information Items
- L. Public Forum

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 ensure 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 the recognition from the Chair.

RESOLUTION 06-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, IN RECOGNITION OF THOMAS C. BOSWORTH FOR HIS SERVICE TO THE CITY OF GULF BREEZE AND ITS RESIDENTS.

WHEREAS, Thomas C. Bosworth served as the Administrative Assistant for the City's Fire Department from the mid 80's to the early 90's; and,

WHEREAS, Thomas C. Bosworth also accepted appointment to the Capital Trust Agency Board on November 8, 2001 and has served on the CTA Board ever since serving as CTA's Assistant Secretary; and,

WHEREAS, Mr. Bosworth also served on the Board for the initial Capital Trust Agency Community Development Entity beginning in 2007; and,

WHEREAS, during Mr. Bosworth's tenure on the CTA Board, the agency became very successful issuing in excess of \$1.6 Billion in bonds for projects with various public purposes; and,

WHEREAS, Mr. Bosworth has decided to step down from his position on the CTA Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, that in recognition of Mr. Bosworth's Community Service, Monday, April 21, 2014 be declared Thomas C. Bosworth Day in the City of Gulf Breeze. The Citizens of Gulf Breeze are hereby urged to thank Mr. Bosworth for his faithful and diligent service to the City.

All citizens are also urged to follow Mr. Bosworth's example and get involved in their City through volunteer service.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA, on this 21st day of April, 2014.

CITY OF GULF BREEZE, FLORIDA

ATTEST:

By: _____
Beverly H. Zimmern, Mayor

Leslie A. Guyer, City Clerk



City of Gulf Breeze

Teacher Appreciation Day Proclamation

WHEREAS, The City of Gulf Breeze is continually recognized as having some of the best schools in the State of Florida; and,

WHEREAS, the teachers of Gulf Breeze High, Middle, and Elementary are critical to the success of our schools; and,

WHEREAS, Gulf Breeze High teachers consistently produce outstanding students that are high performing college ready graduates; and,

WHEREAS, Gulf Breeze Middle School teachers have earned an “A rating” at their school since the inception of the school grading system; and,

WHEREAS, Gulf Breeze Elementary School teachers provide a strong foundation for educating our youth by igniting a passion for learning,

NOW, THEREFORE, BE IT PROCLAIMED I, Beverly H. Zimmern, Mayor of The City of Gulf Breeze, do hereby declare April 21, 2014 as

TEACHER APPRECIATION DAY

Throughout the City of Gulf Breeze, Florida and to urge citizens to observe this day by taking the time to recognize and acknowledge the impact of our teachers, substitute teachers and educational staff on our lives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gulf Breeze, Santa Rosa County, Florida, to be affixed this 21st day of April, 2014.

Leslie A Guyer, City Clerk

Beverly H. Zimmern, Mayor

**MINUTES
DEVELOPMENT REVIEW BOARD
APRIL 8, 2014
TUESDAY.....6:30 P.M.
CITY HALL OF GULF BREEZE**

PRESENT

J.B. Schluter
Samantha Rine
Lee Brown
Laverne Baker

ABSENT

George Williams
Bill Clark
Ramsey Landry

STAFF

Shane Carmichael
Stephanie Lucas

The meeting was called to order at 6:44 p.m. by Lee Brown, Chairman.

After Roll Call, a motion was made by J.B. Schluter to approve the minutes as written. The motion was seconded by Samantha Rine. The minutes from the meeting of October 15, 2013, were approved unanimously.

Mr. Brown asked if any members had any ex parte communications regarding the pending cases. There were no ex parte communications by the Board members.

PROJECT NO. JMCL3-14-0001: ANDREW KEES, 54 HIGHPOINT DRIVE, GULF BREEZE, FL 32561, REQUESTING TO CONSTRUCT A SEAWALL AT 54 HIGHPOINT DRIVE.

Jason Taylor with Wetland Science appeared before the Board on behalf of Mr. Kees. Mr. Taylor presented the case to the Board and answered questions.

Shane Carmichael presented the staff report to the Board and answered questions.

After discussion, a motion was made by Samantha Rine to approve the project as amended with the return. Laverne Baker seconded the motion. The vote for approval was unanimous.

Mr. Carmichael stated that the project is classified as a Level III Development and must go to the City Council for final approval on April 21, 2014.

PROJECT NO. JDPL2-14-0001: S BROOKS AND JESSICA MOORE, 11 NORTH SUNSET BOULEVARD, GULF BREEZE, FLORIDA 32561, REQUESTING TO CONSTRUCT A DOCK AT 11 NORTH SUNSET BOULEVARD.

Jason Taylor with Wetland Science appeared before the Board on behalf of Mr. and Mrs. Moore. Mr. Taylor presented the case to the Board and answered questions.

Shane Carmichael presented the staff report to the Board and answered questions.

After discussion, a motion was made by J.B. Schluter to approve the project as submitted. Samantha Rine seconded the motion. The vote for approval was unanimous.

PROJECT NO. JDPL2-14-002: STEVEN AND LESLIE KNONLAGE, 3 LA CARIBE DRIVE, PENSACOLA BEACH, FLORIDA, REQUESTING TO CONSTRUCT A PIER AT 312 NORTH SUNSET BOULEVARD.

Jason Taylor with Wetland Science appeared before the Board on behalf of Dr. and Mrs. Kronlage. Mr. Taylor presented the case to the Board and answered questions.

Shane Carmichael presented the staff report to the Board and answered questions.

After discussion, a motion was made by J.B. Schluter to approve the project as submitted. Laverne Baker seconded the motion. The vote for approval was unanimous.

PROJECT NO. JDPL2-14-0003: MICHAEL ARENSON, ARENSON ELLEN VON DOHLN TRUST, 723 FISKE LANE, NEWARK, DELAWARE 19711, REQUESTING TO CONSTRUCT A DOCK AT 314 NORTH SUNSET BOULEVARD.

Jason Taylor with Wetland Science appeared before the Board on behalf of Mr. Arenson. Mr. Taylor presented the case to the Board and answered questions.

Shane Carmichael presented the staff report to the Board and answered questions.

After discussion, a motion was made by Samantha Rine to approve the project as submitted. J.B. Schluter seconded the motion. The vote for approval was unanimous.

Chairman Brown opened the floor for public comments and none were received.

As there was no other business to come before the Board, the meeting was adjourned at 7:06 p.m.

ATTESTED TO:

Stephanie D. Lucas, City Clerk



City of Gulf Breeze

MEMORANDUM

TO: EDWIN A. EDDY, CITY MANAGER

FROM:  CRAIG S. CARMICHAEL, DIRECTOR OF COMMUNITY SERVICES

DATE: APRIL 11, 2014

SUBJECT: POTENTIAL PUBLIC HEARING

Over the past couple of weeks staff has been working with David Brannon on the possibility of subdividing his property on Duncan Ave. As you will recall, Mr. Brannon was one of the original investors of the Driftwood project that involved the construction of a multistory condo project that never materialized. As a result, the original investors each got a portion of the property that was going to be used for the condo project and re-subdivid it so that they could develop small upscale single family homes. The other investors were Sam Lundy and Britton Stamps. Both of them have moved forward and developed their properties. Mr. Brannon now desires to do the same.



The small subdivisions that Mr. Lundy and Mr. Stamps developed required several variances relating to stormwater, setbacks and roadway widths. Mr. Brannon's development will require the same variances.

POTENTIAL PUBLIC HEARING

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Staff has been advised by Mr. Brannon's surveyor that the plat will be submitted to the City next week. In light of the fact that we know that there are known variances associated with the project, staff would like to schedule a public hearing for the purpose of hearing the associated variances on May 19, 2014.

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE STAFF TO SCHEDULE AND ADVERTISE A PUBLIC HEARING ON MAY 19, 2014 FOR THE PURPOSES OF HEARING THE VARIANCES FOR MR. BRANNON'S PROPOSED PLAT.



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

To: Edwin A. Eddy, City Manager
From: Ron Pulley, Director of Parks & Recreation
Subject: Landscaping Improvements – Route 399
Date: April 10, 2014

As directed by Council, we have developed the following plan for the improvement of the median landscaping on Route 399 from its intersection with Highway 98 to the Bob Sikes Bridge.

The area to be addressed is subject to a joint maintenance/management agreement between the City of Gulf Breeze and Escambia County. Per this agreement, both parties share equally in the landscape maintenance costs. As a result of this agreement, it is not eligible for FDOT landscape maintenance reimbursement.

We have developed this proposal in concert with Escambia County officials and they have agreed to fund 50% of the costs. We will provide them with an invoice for their share at the conclusion of the project.

Under our current contract with Hepworth Lawn Maintenance, they will provide labor for the following, at a cost of \$7,745.00:

- Spray entire area with vegetation/weed killer
- Removal of all unwanted shrubbery and palms
- Scrape all medians to curb height
- Install a new irrigation system to each island
- Install: 110 African Iris
 - 95 Silver Saw Palmettos
 - 130 Laura Pettulum
 - 8 Biloxi Crepe Myrtles
 - 26 Pallets Bermuda Sod
 - 3 Pallets Pine Bark Mulch

The City will purchase the plants and materials directly, in order to take advantage of the tax savings. The cost of these materials, including the 3 borings of Route 399 necessary for the irrigation installation, is estimated at \$13,316.25.

Recommendation

That City Council meet as the Board of Directors of the Community Redevelopment Agency and authorize an expenditure, not to exceed \$23,000.00, for the purpose of median landscape improvements on Route 399 from its intersection with Highway 98 to the Bob Sikes Bridge.

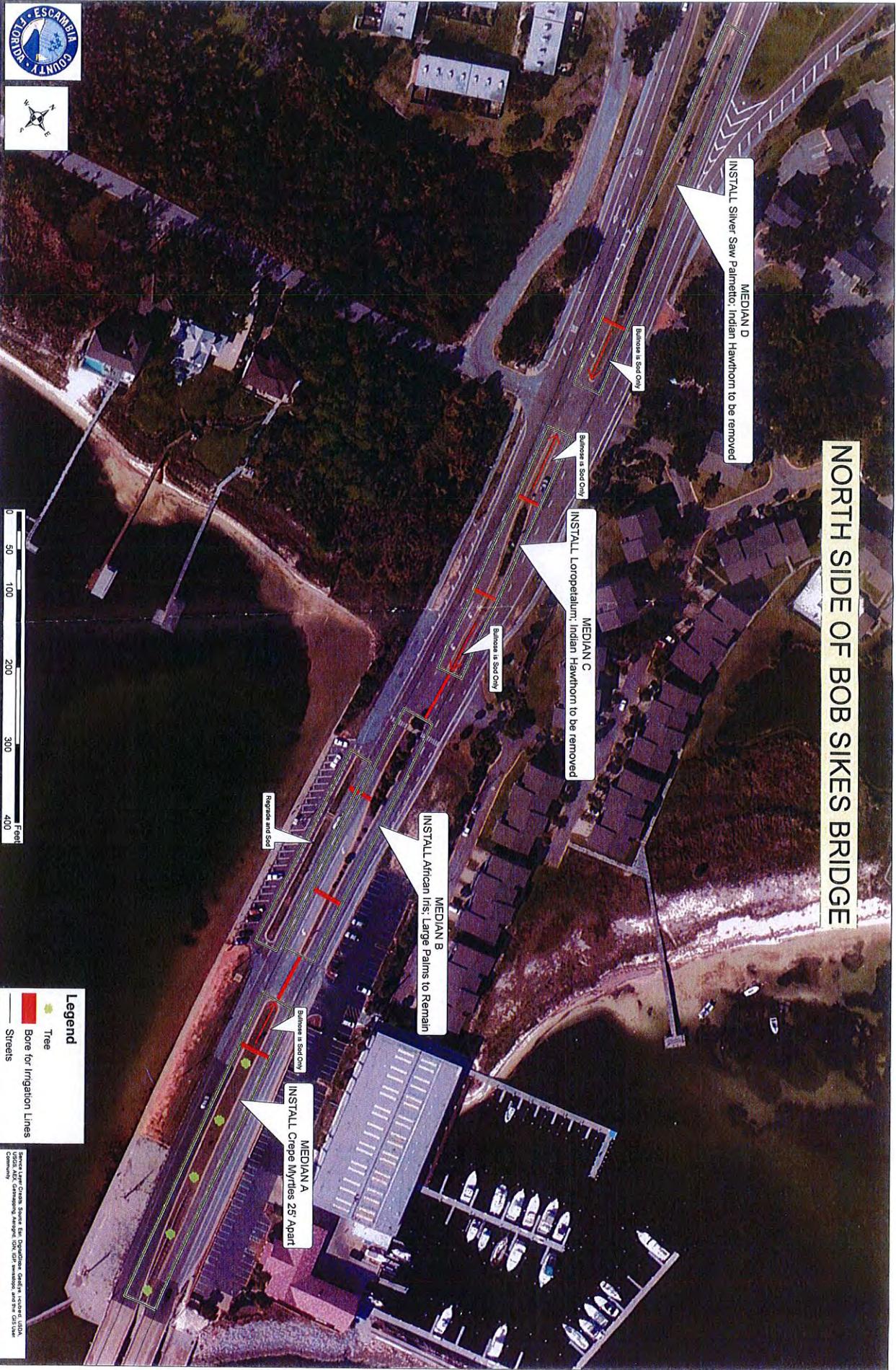
NORTH SIDE OF BOB SIKES BRIDGE



Legend

- Tree
- Bole for Irrigation Lines
- Streets

Street Light/Cross Street Sign, Directional, Gender, Island, ADA, Community, Emergency, Single, On, Off, Swallow, and the other





City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 4/10/2014

Subject: Contribution to Take Stock in Children

On April 10th, the Capital Trust Agency Board met and discussed a new project and excess earnings by the agency over the projected 2014 budget. The CTA Board has received \$125,000 in additional revenue from application and closing fees due to increased activity. As you will note in the attached memo from Ed Gray to the Board, CTA has contributed to the Take Stock in Children Scholarship Fund over the years from funds set aside from a special endowment funded when a bond program was refinanced.

Since this endowment has been exhausted the CTA Board decided to take \$17,000 of the excess earnings and contribute it to TSIC. This action requires approval by the City Council.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE EXPENDITURE BY CTA OF \$17,000 IN EXCESS FEES TO THE TAKE STOCK IN CHILDREN SCHOLARSHIP PROGRAM.

April 8, 2014
Capital Trust Board of Directors
From : Ed Gray

Take Stock in Children (TSIC) award of scholarships

CTA is one of, if not the largest, financial supporter of TSIC in this area. The board may recall the special fund created in 2006 when the agency approved the sale of a property from the portfolio of one of our nonprofit borrowers. As a condition for this sale, \$500,000 was placed into a special fund with the purpose of endowing scholarships to worthy students. The board made the policy decision to grant funds to established scholarship foundations such as the local school districts educational foundations, college foundations, and university foundations. The board also desired to leverage the giving as much as possible. This has been accomplished by these foundations being able to submit our contributions to receive matching monies appropriated by the state legislature. The result has been CTA being the catalyst for scholarship awards **totaling in excess of \$1 million**. Hundreds of students have been given educational opportunities they otherwise may not attain without the efforts of CTA.

The original fund created in 2006 has been exhausted, but the need is even greater for students to be given assistance to further higher learning. Without education, the cycle of economic struggle is seldom broken. The board has indicated a desire to continue its support of TSIC because of this program's track record of student accomplishments and the legislative support this program continues to receive even during the 2007-2009 lean budget years. Yearly at this time, the TSIC programs must evaluate the expected donations in order to submit for the legislative match. We have 11 GBHS students in the TSIC program and more applicants to be considered if funds are available. Currently, in total countywide, CTA has 24 students it is assisting. The total in the county is 104. I am very pleased to be a mentor for one of them this year.

The year to date budget versus actual report in your packet demonstrates our success in having unanticipated income realized this fiscal year. Because of application and closing fees we have collected, the current income in excess of budget is over \$125,000. The current match requirement for the TSIC program is \$8500 per student. I am requesting the board consider its continuing support of TSIC by granting \$17000 to the Santa Rosa Education Foundation to fund two additional TSIC scholarships for this year. This board recommendation will then be submitted to the City Council for its concurring approval.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

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

DATE: April 11, 2014

RE: Purchase of 17' Equipment Tilt Trailer

The F/Y 2014 Natural Gas Budget provides \$40,000 for a walk-behind trencher and equipment trailer.

Staff has solicited quotes for the desired equipment trailer and obtained the following:

Bobcat of Pensacola	\$ 5,900.00
Thompson CAT of Pensacola	\$ 6,097.50
Vermeer of Pensacola	\$ 7,763.00

Our plan is to purchase the trailer at this time to enable it to be used to haul existing equipment. We will have a recommendation in the near future relative to purchase of the trencher provided for in the budget.

Recommendation: City Council authorize the purchase of one (1) 17' Equipment Tilt Trailer from Bobcat of Pensacola for \$ 5,900.00.



Bobcat®

Product Quotation

Quotation Number: 759F08350

Date: 2014-03-07 13:47:55

Ship to	Bobcat Dealer	Bill To
City of Gulf Breeze Attn: Marita Rhodes 1070 Shoreline Drive Gulf Breeze, FL 32561 Phone: (850) 934-5100 Fax: (850) 934-5114	Bobcat of Pensacola, Pensacola, FL 564 W. BURGESS ROAD PENSACOLA FL 32503 Phone: 850-483-5868 Fax: 850-471-0040 ----- Contact: Cheyenne Gibbs Phone: 850-572-5449 Cellular: (850) 572-5449 E Mail: cgibbs@lylemachinery.com	City of Gulf Breeze Attn: Marita Rhodes 1070 Shoreline Drive Gulf Breeze, FL 32561 Phone: (850) 934-5100 Fax: (850) 934-5114

Description	Part No	Qty	Price Ea.	Total
14K Tilt Trailer, 17' deck, 14 ply tires		1	\$5,900.00	\$5,900.00
Total of Items Quoted				\$5,900.00
Quote Total - US dollars				\$5,900.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance: Purchase Order: _____

Authorized Signature:

Print: _____ **Sigu:** _____ **Date:** _____



2650 West Nine Mile Road
Pensacola, FL 32534

Equipment Quote

Company: City of Gulf Breeze
 Attention: Matthew
 Phone: 850.346-7372
 Email: Bama3587@gmail.com
 Job Site: _____

Date: 4/9,2014
 Salesman: Chris Dowda
 Location: Pensacola, FL
 Office: 850.471.6710
 Cell: 850.384.5248
 Email: ChrisDowda@thompsontractor.com
 Job Date: _____

Thompson Tractor/ Cat Rental is pleased to quote the equipment listed below.

Model Number: <u>LP0717TE</u>	Bed length/width: <u>17' X (81" between</u>
Hitch Type: <u>2 5/16 Ball Coupler</u>	Color: <u>Black or Yellow</u>
Bed Type: <u>Full Tilt</u>	Number of Axles: <u>2</u>
Ramp Type: <u>n/a</u>	Axle Type: <u>Commercial Grade</u>
Axle Capacity: <u>7000lbs</u>	Tires: <u>235 80R 16"</u>
Brake Type: <u>Electric</u>	Wheel Type: <u>8 lug</u>

Quantity	Equipment	Sale Price
1	Econline 17' Tilt Trailer,	\$ 6,097.50

Vermeer Southeast Sales & Service, Inc.
6691 Mobile Highway
Pensacola, FL 32526

Quote

Customer

Name Gulf Breeze Utilities
Address 1070 Shoreline DR
City Gulf Breeze
Attention Luis Gomez

State FL **ZIP** 32526

Misc

Date 3/26/2014
Order No.
Rep Mickey Northcutt
FOB Pensacola FL

Qty	Description	Unit Price	TOTAL
1	Butler LT1014 Tandem Axle Tilt Bed Trailer 10,000 GVWR Trailer w/ Electric Brakes Std DOT Lighting Pindal Style Hitch w/ safety Chains	\$7,763.00	\$ 7,763.00

Butler Mfg is an expensive Trailer. For Vermeer they are The Best
 Trailer in the industrie for what we do.

1-year Warranty

Payment

Other

Tax Rate(s)

SubTotal	\$	7,763.00
Shipping		
	N/A	
TOTAL		\$7,763.00

Comments
 Name
 CC #
 Expires



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: April 11, 2014
RE: Paving Phase 2 & 3

The table below summarizes the paving projects for 2014, the original budget estimates and the revised estimates or actual costs.

FY 2014 PAVING PROJECTS

		Footage	Budget	Estimate or Cost
TOTALS (feet)	2014 Phases	19,690	559,375	296,032
Cordoba	Phase 1	2,220	\$ 63,068	\$ 89,532
Cadiz	Phase 1	640	\$ 18,182	
* Chesapeake Path	Phase 1 Add-On			
Oveido	Phase 2	1,686	\$ 47,898	\$ 73,000
Bear	Phase 2	2,234	\$ 63,466	\$ 133,500
Dracena	Phase 3	2,328	\$ 66,136	
Beach/McLane	Phase 3	1,054	\$ 29,943	
Berry	Phase 4	850	\$ 24,148	
Navy Cove	Phase 4	1,452	\$ 41,250	
Driftwood	Phase 4	357	\$ 10,142	
Montrose	Phase 4	1,509	\$ 42,869	
Gilmore	FY 2015	3,417	\$ 97,074	
Poinciana A	FY 2015	1,943	\$ 55,199	

Our expectation is two have the next two phases designed and priced from the existing contract with Roads, Inc. as change orders. In order to increase production we suggest giving the next two phases to separate engineers.

Kenneth Horne & Associates have provide a fee proposal of \$7,200 to complete the design for Bear Drive and Oveido Street. These particular streets are straight forward, without any degradation of the paving base or drainage issues indicated.

jehle-halstead, inc. has proposed a fee of \$9,655 to complete the design for Dracena Way, Beach Drive and a portion of McLane Road. This project has a greater complexity, as Dracena Way has indications of base failure, and Beach Drive has drainage issues that must be addressed from new houses built in the last five years.

The Phase 4 design proposal is being developed. This phase, which includes Navy Boulevard, Montrose Avenue, Berry Avenue and Driftwood Lane, has tight rights of way, large trees close to the road and some drainage issues that will require more in depth survey and design effort.

These two phases will be funded from General Fund capital reserve.

RECOMMENDATION: The City Council approve engineering, design and contract administrative services for Phase 2 from Kenneth Horne and Associates for \$7,200 and for Phase 3 from jehle-halstead, inc. for \$9,665.



Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS

April 9, 2014

Mr. Edwin A. Eddy
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

Re: Bear Drive – Oviedo Street Repaving – Engineering Services

Dear Mr. Eddy:

Thank you for the opportunity to serve the City in provision of engineering services associated with the planned repaving of Bear Drive and Oviedo Streets.

The anticipated scope of services includes development of an aerial photography based design drawing and accompanying details and technical specifications. We anticipate that this work will be added to the scope of the existing agreement with Roads Inc. for Cordoba – Cadiz – Chesapeake and will not require a bidding effort.

We have included allowances for up to three field visits during construction for purposes of pay request review and addressing any technical questions that may arise. It is our understanding that regular inspection and field observation for the work will be completed by City staff.

Using unit prices from the current agreement with Roads Inc. we have estimated the cost of repaving for Bear Drive to be \$133,500 and Oviedo Street to be \$73,000. These are subject to refinement as design progresses.

Our proposed fee for engineering services in accordance with the Scope of Work described above is \$7,200.

Should you have questions or require additional information, please do not hesitate to call.

Very truly yours,

KENNETH HORNE & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Kenneth C. Horne".

Kenneth C. Horne, P.E.
President

April 7, 2014
Email

Mr. Thomas Lambert, P.E.
City of Gulf Breeze
1010 Shoreline Drive
Gulf Breeze, Florida 32561

RE: Resurfacing Project

Dear Thomas:

We appreciate the opportunity to present the attached proposal for engineering services for the referenced project. Our scope of work shall include the following services:

- 1) Provide Field verification of existing conditions.
- 2) Prepare plans from aerial surveys.
- 3) Provide details and specifications on plans.
- 4) Prepare quantity and price sheet.

It is our understanding that the City of Gulf Breeze will provide geotechnical information with the assistance of NOVA Engineering and Environmental.

Our Agreement for Professional services is attached.

Please call if you have any questions or comments. If acceptable, please sign and return.

Sincerely,

Donald P. Jehle

Donald P. Jehle, P.E.
CEO

DPJ/dpj
Attachment



An Agreement for the Provision of Limited Professional Services

Engineer of Record:
jehe-halstead, inc.
5414 Highway 90

Milton, FL 32571

Client:
Mr. Thomas Lambert, P.E.
City of Gulf Breeze

1010 Shoreline Drive

Gulf Breeze, Florida 32561

Project No.

Date: 3/27/2014

Project Name: Resurfacing Project

Location: Gulf Breeze, Florida

Scope of Services: Provide services as follows:

- 1) Provide Field verification of existing conditions.
- 2) Prepare plans from aerial surveys.
- 3) Provide details and specifications on plans.
- 4) Prepare quantity and price sheets.

Fee Arrangement: Total fees to be invoiced monthly based on percent complete:
Engineering - \$9,665.00.

Base fee shall include all indirect costs for prints, copies, mileage, etc. necessary for the Engineer to perform its services and for up to 5 copies of approved plans for Client's use.

Additional services and/or materials as may be requested by the Client shall be charged at the following rates:

Principals	\$175.00 /Hr.	Computer Technician I	\$ 45.00 /Hr.
Senior Engineer II	\$125.00 /Hr.	Computer Technician II	\$ 50.00 /Hr.
Senior Engineer I	\$ 95.00 / Hr.	P.L.S.	\$ 90.00 /Hr.
Design Engineer	\$ 85.00 /Hr.	Survey Crew	\$115.00 / Hr.
Civil Designer	\$ 65.00 /Hr.	Copies	\$ 0.20/copy
Prints	\$ 01.50 /Print	Mileage	\$ 0.41 /Mile

Offered by (ER):

Accepted by (Client):

Donald P. Jehle

(Signature)
Donald P. Jehle, CEO
(Printed Name/Title)

(Signature)
Mr. Thomas Lambert, P.E.

The terms and conditions on the following pages are part of this agreement.

City of Gulf Breeze

Terms and Conditions

Engineer of Record (ER), collectively meaning in this agreement any officer, employee or shareholder, shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site

Unless otherwise stated, the ER will have access to the site for activities necessary for the performance of the services, the ER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Construction Phase Services

The following items are included in the basic engineering services of this proposal,

- Review of civil/site testing reports.
- Review of civil/site shop-drawings.
- One time site visit for scheduled observation of inspections by the permitting authorities where the presence of the engineer-of-record is required by the regulatory agencies.
- Substantial and Final Completion determinations: To include one (1) site visit for Substantial Completion and one (1) site visit for Final Completion.
- Completion of certification documents to permitting authorities.

ER deems these items to be the minimum services required to complete the project and provide a quality product to the client.

Certain services are not included in basic services. Included, but not limited to, the following services can be provided at agreed fees for stipulated hourly rates, when requested by the client:

- Pre-construction meeting to be held with all parties involved. ER to distribute meeting minutes to all attendees.
- Progress meetings with the Client and Contractor (frequency to be determined).
- Contributing ER resources to assist the Owner/Contractor in coordinating with County inspection dates and times. In addition, any effort/assistance with permitting agencies that may be required by ER during the construction and/or certification process that arises due to actions taken by either the Owner and/or Contractor.
- Review of alternate material choices and/or design changes made to the Approved Construction Plans.
- Tracking the Contractor's schedule.
- Design changes requested by the Owner to the Approved Construction Plans.
- Assisting/Aiding the Contractor with scheduling issues. Including items such as consideration of alternate materials due to procurement times, material availability, and/or material cost.
- Two (2) or more as-built reviews needed as a result of actions taken by the Contractor and/or Surveyor.
- Additional site visits required due to failed testing results or scheduled inspections that were delayed.
- Coordination with utility companies beyond the interpretation of the plans, such as assisting the scheduling of utility installation.
- Any efforts covered under the basic construction phase services that are extended due to an extension in the contract construction time, with the exception of suspended contracts.
- Any additional meetings and/or site visits requested that are beyond those described in the basic services.
- Other efforts requested by the Client that are in accordance with ER principles of business.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Unless specifically stated and agreed to elsewhere, payment under this agreement is NOT based upon a pay-when-paid basis. Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Payment of such invoices shall be taken to mean that the Client is satisfied with services provided through the date of invoice and that they are not aware of any deficiency in services. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date. The ER may without waiving any claim or right against Client, and without liability whatsoever to the Client, suspend or terminate the performance of the service upon giving 30 days notice of failure to make payments under the terms of this contract. The ER shall not be liable for any costs or damages resulting from these actions. Should the ER resume services, the time schedule and compensation for services shall be equitably adjusted to reflect any delays or costs associated with the suspension or termination of services. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Indemnifications

The Engineer shall indemnify and hold harmless the Client and its personnel from and against claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the negligent performance of the services, unless such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the ER) or anyone for whose acts any of them may be liable.

Hidden Conditions

A condition is hidden if concealed by existing features or is not capable of investigation by reasonable visual observation. If the ER has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the ER has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the ER shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the ER (its officers, shareholders and employees, collectively "ER"), the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the ER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, or the amount of the ER's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the ER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the ER for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership Documents

All documents produced by the ER under this agreement shall remain the property of the ER and may not be used by this Client for any other endeavor without the written consent of the ER.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the ER.

Delivery of CADD Files

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the ER, the Client covenants and agrees that all such drawings and data are instruments of service of the ER, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. The electronic files submitted by the ER to the Client are submitted for an acceptance period of five (5) days. Any defects the Client discovers during this period will be reported to the ER's and will be corrected as part of the ER's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

The Client further agrees not to use these drawings and data, in whole or part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against the ER resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the ER.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the ER harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than the ER or from any reuse of the drawings and data without the prior written consent of the ER.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by the ER, and the ER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Buried Utilities (If Applicable)

The Client will furnish to the ER information identifying the type and location of underground improvements. The ER (or his or her authorized subconsultant) will prepare a plan that shows the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. The Client will approve of the locations of subsurface penetrations prior to their being made. The Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the ER and anyone for whom the ER may be legally liable, for damages to underground improvements that result from subsurface penetration locations depicted by the ER.

The Client further agrees, to the fullest extent permitted by law, to indemnify and hold the ER and his or her subconsultants harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from inaccuracy of information provided to the ER by the Client, except for damages caused by the sole negligence of the ER in his or her use of Client furnished information.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: April 11, 2014
SUBJECT: City of Gulf Breeze Master Planning Invoice

On February 17, 2014, the City Council as the Board of Directors of the Community Redevelopment Agency approved a budget for continued support by VHB Miller Sellen associated with implementation of the "Most Livable Cities" Master Plan. The approved budget was \$195,000.00. This contract was for services in conjunction with the implementation of the City's Master Plan and incorporating it into the City's Comprehensive Plan and Land Development Code.

We have received Invoice No: 178967 for professional services for February 16, 2014 to March 15, 2014. in the amount of \$4,069.05. This is the first invoice for this project. The following actions have been taken against contract tasks:

Task 10000- Comprehensive Plan Amendments

Project initiation.

Begin review of existing comprehensive plan policies and future land use map to identify areas that must be amended to implement the Most Livable City Plan.

Task 30000 LDC Amendments

Review existing zoning categories.

Review and provide comments on site plan application by Client request.

It is recommended that Council approve payment. This project is funded by the Community Redevelopment Agency.

RECOMMENDATION: That the City Council meet as the Board of Directors of the Community Redevelopment Agency on Monday, April 21, 2014 and approve payment of Invoice No. 178967 for \$4,069.05 to VHB Miller Sellen.



Vanasse Hangen Brustlin, Inc.

101 Walnut Street, P.O. Box 9151, Watertown, MA 02471
617.924.1770 • FAX 617.924.2286

Invoice

Invoice No: 0178967
March 19, 2014

RECEIVED

Mr. Edwin Eddy
City Manager
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

MAR 24 2014

VHB Project # 61691.01

Gulf Breeze Master Plan
Professional Services from February 16, 2014 to March 15, 2014

Task 00000 Reimbursables
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Comp. Plan Amendments	53,000.00	4.50	2,385.00	0.00	2,385.00
LDC Amendments	58,000.00	2.90	1,682.00	0.00	1,682.00
CRA Plan/Master Plan	84,000.00	0.00	0.00	0.00	0.00
Total Fee	195,000.00		4,067.00	0.00	4,067.00
Total Fee				4,067.00	

Reimbursable Expenses

Printing			2.05		
Total Reimbursables			2.05	2.05	

Total this Task \$4,069.05

Total this Invoice \$4,069.05

Billings to Date

	Current	Prior	Total
Fee	4,067.00	0.00	4,067.00
Expense	2.05	0.00	2.05
Totals	4,069.05	0.00	4,069.05

Vanasse Hangen Brustlin, Inc.



101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Invoice

Billing Period thru 03/15/14
Project No.: 61691.01
Project Title: City of Gulf Breeze/Plan Amendments

Task 10000 Comprehensive Plan Amendments

Project initiation

Begin review of existing comprehensive plan policies and future land use map to identify areas that must be amended to implement the Most Livable City Plan

Task 20000 LDC Amendments

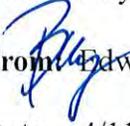
Review existing zoning categories

Review and provide comments on site plan application by Client request

City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 4/11/2014

Subject: Agreement with Andrews Research and Education Foundation – Regenerative Tissue Lab

The City Council decided to contribute \$350,000 toward the construction and equipping of a Regenerative Tissue Lab at the newly formed Andrews Research and Education Foundation (AREF). The purposes for the contribution include:

- Maintaining the Andrews Institute at the forefront of the treatment of musculoskeletal injuries and diseases.
- Continuing the research at AREF that commenced with the opening of the Andrews Institute.
- Continuing the growth of AREF, Andrews Institute and the entire Baptist Hospital campus as an economic and employment base for the region.

We have prepared an agreement to memorialize this contribution which is described therein as a Development Assistance Agreement. You will note on page one that certain “core services” will be listed. The agreement recaps the impact Andrews Institute and the Baptist complex has on the economic vitality of the region.

The City will contribute \$175,000 of the \$350,000 at the commencement of construction and the remaining \$175,000 when the lab construction is complete and the lab is equipped.

AREF would not be required to pay back the contributed funds as long as ad valorem tax revenue from the entire campus continues to grow, full time employment on the campus grows and the economic impact of visits to the campus have a growing impact on the City. In addition, the primary services provided on campus should continue to grow and the lab itself should remain at AREF in Gulf Breeze. Should the growth factors fail to increase or if the AREF relocates the lab, the City can ask for repayment of the contributed funds.

If activities at the lab yield inventions, patents or other marketable discoveries that earn AREF royalties or other compensation, the City will receive 5% of this amount until the contributed funds are repaid.

Once the core services are added and minor adjustments are made as necessary, the agreement should be complete.

Attached please find an email from Ed Gray. He suggests adding three bullet points after the "Whereas" clause at the bottom of page 3.

RECOMMENDATION

THAT THE CITY COUNCIL APPROVE THE DEVELOPMENT ASSISTANCE AGREEMENT WITH AREF AND AUTHORIZE MAYOR ZIMMERN TO EXECUTE THE AGREEMENT.

Following the Whereas at the end of page 3

-AREF has continued to maintain its primary location at the Andrews Institute address and grown its presence by at least 10 employees over 5 years. In lieu of employees of AREF, a net increase of 10 employees on the Gulf Breeze campus and a payroll increase of at least 10% over the benchmark numbers will be acceptable.

- Active clinical trials are ongoing that result in an influx of patients documented to be at AREF for its research and education services

-Active educational programs are sponsored by AREF that result in clinicians, students, and other healthcare professionals visiting and training at AREF for advanced knowledge and certifications.

Email From Ed Gray

DEVELOPMENT ASSISTANCE AGREEMENT

THIS DEVELOPMENT ASSISTANCE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2014, by and between the CITY OF GULF BREEZE, a Florida municipal corporation, whose principal office is 1070 Shoreline Drive, Gulf Breeze, Florida, 32561, (hereinafter "City"), and ANDREWS RESEARCH & EDUCATION FOUNDATION, INC., a Florida not-for-profit corporation, whose principal address is 1020 Gulf Breeze Parkway, Gulf Breeze, Florida, 32561, (hereinafter "AREF"), who herein may individually be referred to as a "Party" or collectively referred to as the "Parties."

RECITALS:

WHEREAS, the Gulf Breeze Hospital, located at 1110 Gulf Breeze Parkway, Gulf Breeze, Florida, 32561, (the "Hospital") was opened in 1985 and has grown to include acute, outpatient and emergency health care; physician offices; the Baptist Cancer Institute's Ciano Cancer Institute; an oncology center; a cardiac catheterization laboratory; the Gulf Breeze Sleep Disorder Center; and many other healthcare-related services (all of which are hereinafter collectively referred to as the "Hospital Services").

WHEREAS, the Andrews Institute for Orthopedic and Sports Medicine, located at 1040 Gulf Breeze Parkway, Gulf Breeze, Florida, 32561, (the "Andrews Institute") was opened in 2007 as a world class institute for orthopedic and sports medicine, and is currently comprised of several divisions including: the multispecialty Ambulatory Surgery Center; Outpatient Rehabilitation; Diagnostic Imaging Center; Athletes Performance Center; a research and education institute; and a multispecialty physician office park. The Andrews Institute also encompasses the Andrews Institute Foundation whose mission is the raise funding for the Andrews Institute to prevent injuries in youth, collegiate, professional and military athletes, while continuing to advance the science of orthopedic and sports medicine. The Andrews Institute Foundation also seeks to provide funds for wounded military warriors, allowing them access to the highest quality of care, and inspiring others to join in the effort. All of the services discussed in this paragraph are hereinafter collectively referred to as the "Andrews Institute Services."

WHEREAS, the Hospital and the Andrews Institute are both located at the "Gulf Breeze Hospital Campus," which is more particularly identified on the map that is attached hereto as Exhibit "A." Other core services currently located on the Gulf Breeze Hospital Campus are:

- Acute hospital beds;
- Heart catheterization department;
- Infusion center; and
- Advanced imaging and radiography.

(All of which core services, in addition to the Hospital Services and the Andrews Institute Services are hereinafter collectively referred to as the "Primary Services").

WHEREAS, AREF was created in 2014 as an independent, nonprofit research facility and is also located on the Gulf Breeze Hospital Campus.

WHEREAS, an initial venture of AREF is to research and formulate procedures in regenerative medicine, including regenerating damaged cartilage, ligaments and other human tissues using stem cells of the injured person, with the intentions of using such research and procedures to create a state of the arts regenerative sports medicine center as part of the Andrews Institute (hereinafter, such initial venture is collectively and generally referred to as the "Stem Cell Venture").

WHEREAS, in order to implement the Stem Cell Venture, it is necessary that AREF construct, equip and staff a stem cell harvesting and processing center (hereinafter the "Stem Cell Lab") to commence FDA-sanctioned Phase II clinical trials on two stem cell products. Additionally, through use of the Stem Cell Lab, AREF will begin development work on heat shock protein therapy as an alternative to commercially available products for the treatment of joint osteoarthritis.

WHEREAS, in addition to the above studies and work contemplated to take place at the Stem Cell Lab, upon completion of the construction, equipping and staffing of the Stem Cell Lab, AREF intends to commence the following studies/projects (all of which will occur at the Gulf Breeze Hospital Campus):

- Cartilage regeneration study with Dr. Khay Yong Saw (FDA progress awaits U.S. Cell Processing Lab to validate process in U.S.);
- Stem cell from bone marrow verses platelet rich plasma to treat osteoarthritis in retired NFL athletes, with Dr. James Andrews, Dr. Joshua Hackel and Dr. Adam Anz (study with IRB approval and funding through Emcyte; set to enroll in late February 2014);
- Harvest and storage of peripheral blood stems cells, Dr. Adam Anz (awaiting storage and processing center to develop standard operating procedures);
- Augmentation of ACL reconstruction with bone marrow derived stem cells, with Dr. Jim Andrews, Dr. Adam Anz and Dr. Roger Ostrander (IRB approval underway for pilot study involving bone marrow aspirate; needs lab for cell quantification);
- Stem cell harvest from fat pad during ACL reconstruction, with Dr. Jim Andrews, Dr. Adam Anz and Dr. Roger Ostrander (study underway, will need storage facilities in future, funding from Celling Technologies);

- Chemokine labeling of graft during ACL reconstruction, with Dr. Jim Andrews, Dr. Adam Anz and Dr. Joshua Hackel (pre-clinical animal study underway, needs processing lab for clinical implementation).

WHEREAS, in connection with proposals for grant funding submitted to the City during October 2013 through March 2014, AREF (and its predecessor, Baptist Healthcare, Inc.) represented to the City the following economic statistics effective as of the date hereof:

- The total annual ad valorem taxes realized from the entire Gulf Breeze Hospital Campus is \$313,252.00;
- The total full-time employment on the Gulf Breeze Hospital Campus is 751;
- The total annual payroll for all employment on the Gulf Breeze Hospital Campus is \$44,700,000.00;
- The total employment associated with AREF is 279;
- The total annual payroll for all employment associated with AREF at the Gulf Breeze Hospital Campus is \$26,000,000.00; and
- The amount of the estimated annual impact from visits to the Gulf Breeze Hospital Campus is \$13,127,300.00.

The foregoing economic statistics shall hereinafter be individually referred to as an "Economic Benchmark" and collectively referred to as the "Economic Benchmarks."

WHEREAS, AREF has requested that the City grant it the sum of \$350,000.00 to assist in the construction, equipping, and staffing of the Stem Cell Lab.

WHEREAS, the City desires to preserve and enhance the vitality of the Hospital and the Andrews Institute, as well as the Primary Services and other programs provided at the Gulf Breeze Hospital Campus, as doing so promotes the public interest and welfare of the City, its residents and the businesses located in the City.

WHEREAS, the City is willing to grant the funds requested by AREF for the aforesaid purposes provided:

- The productivity and economic benefits to the community of the services provided or to be provided at the Gulf Breeze Hospital Campus continue to grow over the next five years (as measured by increases in each of the Economic Benchmarks);

- All of the Primary Services continue to be provided over the next ten years at the Gulf Breeze Hospital Campus to at least the same extent as they are currently provided; and
- The Stem Cell Lab remains located at the Gulf Breeze Hospital Campus for at least the next ten years and, during such time, operates in the manner and performs or undertakes the studies and programs as contemplated above or as contemplated in the proposals from AREF or Baptist Healthcare submitted to the City in connection with their requests for grant funding of the Stem Cell Lab.

WHEREAS, the grant of funds contemplated herein to attract and preserve business enterprises in the City and the use of public funds towards the achievement of economic development goals constitutes a valid public purpose and a valid municipal use of such funds.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which hereby acknowledged, the Parties do hereby agree as follows:

1. **Recitals.** Information set forth in the above recitals is hereby incorporated into this Agreement. AREF represents to the City the accuracy and completeness of the information set forth in the above recitals; acknowledges that the City is relying upon such representations in entering into the Agreement and granting the funds contemplated herein; and that the City would not enter into this Agreement or grant the funds if such representations were untrue, incomplete or inaccurate.

2. **Grant of Funds.** The City will contribute unto AREF towards the construction, equipping and staffing of the Stem Cell Lab the sum of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) to be paid as follows:

(a) The sum of One Hundred Seventy-five Thousand and 00/100 Dollars (\$175,000.00) will be paid upon commencement of construction of the Stem Cell Lab; and

(b) The sum of One Hundred Seventy-five and 00/100 Dollars (\$175,000.00) will be paid upon completion of construction and equipping the Stem Cell Lab.

Such amounts contributed by the City to AREF shall hereinafter be referred to as the "Contributed Funds."

Prior to commencement of construction of the Stem Cell Lab, AREF shall deliver to the City a copy of the plans reflecting the construction efforts, and the equipment to be acquired and installed, in connection with the Stem Cell Lab. Such plans may be used as the means to verify completion of the construction and equipping of the Stem Cell Lab as contemplated in Subsection 2 (b), above. Moreover, AREF shall provide the City with such documents, information and certifications as the City may reasonably request in order to verify the terms and conditions

contemplated in Subsections 2(a) - (c), above. The City shall have no obligation to contribute any funds until it has received all documents, information and certifications requested from AREF and has indeed verified satisfaction of the terms hereof.

3. **Conditions.** AREF shall not be required to repay the City any of the Contributed Funds, provided that the conditions set forth in this Section 3 (hereinafter the "Conditions") are satisfied. If at any time the City determines one or more of the Conditions is not satisfied or met, the City shall have the right (but not the requirement) to demand that AREF repay unto the City the Contributed Funds. AREF agrees that in the event the City demands repayment of the Contributed Funds, AREF shall promptly make payment of the same to the City in accordance with the terms and conditions set forth herein.

The "Conditions" are as follows:

(a) The amount of the total of the annual ad valorem taxes realized by the Santa Rosa County Tax Collector for the entire Gulf Breeze Hospital Campus (represented by AREF to currently be \$313,252.00), as measured at each of the next five anniversary dates of this Agreement, must increase by at least three percent (3%) above the amount for the preceding year;

(b) The number of full-time employees at the Gulf Breeze Hospital Campus (represented by AREF to currently be 751), as measured at each of the next five anniversary dates of this Agreement, must increase by at least three percent (3%) above the number for the preceding year;

(c) The amount of the total annual payroll for all employment on the Gulf Breeze Hospital Campus (represented by AREF to currently be \$44,700,000.00), as measured at each of the next five anniversary dates of this Agreement, must increase by at least three percent (3%) above the amount for the preceding year;

(d) The number of full-time employees associated with AREF (represented by AREF to currently be 279), as measured at each of the next five anniversary dates of this Agreement, must increase by at least three percent (3%) above the number for the preceding year;

(e) The amount of the total annual payroll for all employment associated with AREF (represented by AREF to currently be \$26,000,000.00), as measured at each of the next five anniversary dates of this Agreement, must increase by at least three percent (3%) above the amount for the preceding year;

(f) The amount of the estimated annual impact from visits to the Gulf Breeze Hospital Campus (represented by AREF to currently be \$13,127,300.00), as measured at each of the next five anniversary dates of this Agreement, must increase by at least three percent (3%) above the amount for the preceding year;

(g) All of the Primary Services will continue throughout the next ten years to be provided at the Gulf Breeze Hospital Campus to least the same extent that such Primary Services are provided as of the date hereof; and

(h) The Stem Cell Lab must remain located at the Gulf Breeze Hospital Campus for at least the next ten years and, during such time, operate in the manner and perform or undertake the studies and programs contemplated in this Agreement.

On each of the next ten anniversary dates of this Agreement, AREF shall submit to the City a report on the operations of AREF and the Stem Cell Lab. The report shall summarize all studies, projects and undertakings of AREF as well as those attributable to Stem Cell Lab in such detail and includes such documents, information and certifications as the City may reasonably request so that it may demonstrate to the community that the public interests and welfare have benefitted by virtue of the development assistance grant contemplated herein. In addition, for each of the first five such reports, AREF shall (i) summarize information demonstrating that each Economic Benchmark and each of the applicable Conditions have been satisfied, and (ii) provide such information, documentation and certifications that the City may reasonable request in order to verify that the Conditions have been met. Thereafter, for each of the ensuing five annual reports (i.e. the reports to be furnished on each of the sixth through tenth anniversary dates of this Agreement), AREF shall provide the City with such information, documentation and certifications as the City may reasonable request to demonstrate that Conditions (g) and (h) have been satisfied during the year in question.

The amount of total estimated annual economic impact from visits to the Gulf Breeze Hospital Campus as contemplated in Condition (f) shall be calculated by multiplying the per diem average daily expenditure by of out of town visitors as provided by the Pensacola Area Tourism Information Center multiplied by the patient days of patients receiving healthcare services on the campus of Gulf Breeze Hospital/ Andrews Institute.

4. **Repayment.** In the event the City demands repayment from AREF of the Contributed Funds, AREF shall immediately thereupon repay such amounts to the City. Should AREF fail to repay such amounts within sixty (60) days from the City's written demand for payment, the outstanding amount shall thereupon bear interest at the rate of eighteen percent (18%) per annum. Moreover, AREF does hereby agree to waive presentment, protest, notice of dishonor, and all other notices whatsoever; and further agrees that no indulgences by the City shall affect AREF's obligations hereunder.

5. **Royalties.** AREF contemplates that through its research or other activities it may obtain some right, title and interest in and to certain inventions, developments, discoveries, patents, copyrights, and other intellectual property (the "Intellectual Property") and that in return for the licensing, use or transfer of the Intellectual Property, AREF may receive royalties or other compensation. In consideration for the City contributing the funds contemplated herein, AREF

agrees that for a period of fifteen (15) years from the date hereof it will pay to the City five percent (5%) of any royalties, license fees, or other compensation paid to or realized by AREF for the use of the Intellectual Property; provided, however, the maximum amount that AREF shall be required to pay unto the City pursuant to the terms of this Section 5 shall be (i) the amount of Contributed Funds together with interest annually accruing and compounding thereupon at the rate of five percent (5%) per annum, less (ii) any such portions of the Contributed Funds otherwise repaid by AREF to the City. For the avoidance of doubt, with the exception of the contributions contemplated in Section 2, above, the City shall not be responsible for, and AREF shall solely bear the cost of, all patents and copyrights and other expenses required to secure, protect and develop the Intellectual Property. Within thirty (30) days following each of the next fifteen (15) anniversary dates of the date of this Agreement, AREF shall furnish unto the City such documentation, information and certifications as the City may reasonably request (including, if needed, internally-prepared financial statements and supporting schedules consistent with GAAP or other standard acceptable to the City) for the City to determine and verify the amounts of royalty fees, license fees or other compensation paid to or realized by AREF for use of the Intellectual Property.

6. ***Indemnification.*** The Parties agree that the City shall not be liable for the acts, omissions to act, or negligence of AREF, its agents, officers, volunteers, directors, servants, representatives, or employees, arising from this Agreement or the subject contemplated herein. AREF agrees to be responsible for any and all injuries or damages resulting from the activities conducted by AREF or its contractors and sub-contractors, agents, officers, volunteers, directors, servants, representatives, or employees, which arise in any manner in connection with this Agreement or the subjects contemplated hereby. AREF agrees to indemnify, defend (with attorneys acceptable to the City) and hold harmless the City from and against any and all claims or demands for damages arising out of or relating to this Agreement or the subject matter hereof. In all cases of such claims, AREF will investigate and adjust all claims against the City, and defend the City (at AREF's expense) from and against all claims or suits arising from or relating to this Agreement or the subject matter hereof.

In no manner whatsoever shall this Agreement be deemed as a waiver by the City of any defense of sovereign immunity or increase the limits of its liability upon entering into this contractual relationship.

7. ***Miscellaneous.***

(a) Waiver or failure of a Party to exercise any of its rights hereunder shall not be deemed to be a waiver of any future right in regards to the same matter or any other matter.

(b) If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, it is to that extent deemed to be omitted herefrom and the remaining provisions of this Agreement shall not be affected in any manner.

(c) This Agreement shall not be modified or amended except by written instrument duly executed and approved by both Parties.

(d) This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

(e) If any legal action or other proceeding is brought to enforce any of the terms of this Agreement, or because of any alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including attorney's fees and costs incurred in litigating entitlement to attorney's fees and costs, and all expenses even if not taxable as court costs incurred in or in connection with that action or proceeding, in addition to any other relief to which such Party may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes, and all other charges built by the attorney to the prevailing Party.

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

ANDREWS RESEARCH &
EDUCATION FOUNDATION,
a Florida not-for-profit corporation

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA :
COUNTY OF SANTA ROSA :

The foregoing instrument was acknowledged before me this ____ day of _____
, 2014, by _____, as _____ of Andrews
Research

& Education Foundation, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Affix Notary Stamp)

CITY OF GULF BREEZE,
a Florida municipal corporation

By: _____
Beverly Zimmern
Its: Mayor

ATTEST TO BY:

City Clerk

STATE OF FLORIDA :
COUNTY OF SANTA ROSA :

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Beverly Zimmern and _____, as Mayor and City Clerk, respectively, of the City of Gulf Breeze, a Florida municipal corporation.

They are personally known to me or produced _____ as
identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Affix Notary Stamp)