

GULF BREEZE CITY COUNCIL
REGULAR MEETING AGENDA

DECEMBER 21, 2015
MONDAY, 6:30 P.M.
COUNCIL CHAMBERS

1. **ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE**

2. **APPROVAL OF MINUTES**

December 7, 2015, Regular meeting

December 7, 2015, Community Redevelopment Agency meeting

December 9, 2015, South Santa Rosa Utility System Treatment Operations Workshop

3. **PROCLAMATIONS AND PRESENTATIONS**

Recognition of Police Officer Tom Roberson

4. **RESOLUTIONS AND ORDINANCES**

Ordinance No. 01-16

Amending the City's noise ordinance with regards to construction and demolition hours

FIRST READING

Resolution No. 34-15

Adopting a revised and restated International City Managers Association Retirement Corporation 401 Money Purchase Plan

5. **CONSENT AGENDA ITEMS***

A. Approval of Development Review Board Recommendation:

Samuel and Enid Wilson, 254 Fairpoint Drive, Gulf Breeze, FL
Request to construct a seawall

John and Tara Turk, 4 Highpoint Drive, Gulf Breeze, FL
Request to construct a residential pier and seawall

B. Approval of a Special Event Application from Pensacola Sports Association for the Double Bridge Run on February 13, 2016

C. Approval for Purchase of 2015 Ford Police Interceptor sedan and 2016 Ford Police Interceptor Utility vehicle in the amount of \$73,773.87 and declaring 2005 Ford F150 pickup, 2007 Ford Crown Vic, and 2009 Ford Crown Vic as surplus and authorizing disposal through govdeals.com

- D. Approval of Purchase of five portable radios and one mobile radio from Motorola in the amount of \$24,428.47 for the Gulf Breeze Fire Department
- E. Approval of payment of annual dues for West Florida Regional Planning Council (Transportation Planning Organization - TPO) in the amount of \$221.00 and Bay Area Resource Council (BARC) in the amount of \$1,500
- F. Approval of installation of a rubberized speed hump at the 1300 block of Soundview Trail
- G. Approval for Renewal of Google licensing
- H. Authorization for Staff and the City Attorney to research actions necessary to establish a policy relative to hours of use for access ways near the water

*These are items considered routine in nature and will be considered by one motion. If any citizen wishes to voice an opinion on one of the items, you should advise the Council immediately.

6. **ACTION AGENDA ITEMS**

- A. Authorization for the City Attorney to contact the Coe Estate to discuss modification/clarification of the deed restrictions for 417 Fairpoint Drive
- B. Authorization to retain outside counsel to evaluate the potential of filing an eminent domain lawsuit at the Catawba Street public beach access

7. **NEW ITEMS**

8. **INFORMATION ITEMS**

9. **PUBLIC FORUM**

10. **ADJOURNMENT**

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. If you are a person with a disability who needs accommodation in order to participate in a public hearing you are entitled to the provision of certain assistance. Please contact the City Clerk's office at (850) 934-5115 or at 1070 Shoreline Drive, Gulf Breeze at least one (1) week prior to the date of the public hearing.

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

The 1,285th Regular Meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at Gulf Breeze City Hall on Monday, December 7, 2015, at 6:30 p.m.

ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE:

Upon call of the roll the following Councilmembers were present: Councilwoman Cherry Fitch, Mayor Pro Tem Joseph Henderson, Councilman David G. Landfair, Mayor Matt Dannheisser and Councilwoman Renee Bookout.

The City Clerk gave the invocation and led in the Pledge of Allegiance

APPROVAL OF MINUTES:

Councilwoman Fitch moved for approval of the minutes of the November 16, 2015, Regular Meeting. Councilwoman Bookout seconded. The vote for approval was unanimous.

Councilman Landfair moved for approval of the minutes of the November 20, 2015, Special Meeting regarding FY2015 Final Budget Adjustment Public Hearing. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

PRESENTATION AND PROCLAMATIONS:

Chief of Police Robert Randle introduced Sgt. Steff Neff and recognized the department's efforts in solving a murder case that happened in the City.

RESOLUTIONS AND ORDINANCES:

None

CONSENT AGENDA ITEM(S):

- A. Approval to sponsor the Quentin Cooper 5K run and approve the special event application by the Gulf Breeze Student Council for the 5K run

Reference: City Manager memo dated November 24, 2015

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

Recommendation: That the City Council officially serve as sponsor of the Gulf Breeze High School Student Government Association annual Quentin Cooper 5K Run and approve the Special Event Permit for the 5K run.

- B. Endorsement of the Trivia Trek program and approval to use Shoreline Park

Reference: City Manager memo dated November 24, 2015

Recommendation: That the City Council endorse Trivia Trek and approve the use of Shoreline Park for the program.

- C. Approval to purchase three Ford F-250 Super Duty trucks for \$48,755 each and one Ford F-150 truck for \$38,056 from HUB City Ford

Reference: City Manager memo dated November 24, 2015

Recommendation: That the City Council authorize the purchase of three Ford F-250 Super Duty Trucks per City of Pensacola Bid from Hub City Ford for \$48,755 each and one Ford F-150 per State Contract from Hub City Ford

- D. Approve the expenditure of \$29,990 to Utility Service Company to re-establish the vegetative buffer between school property and Sailwind Condominiums

Reference: Director of Public Services memo dated November 23, 2015

Recommendation: That the City Council authorize the expenditure of \$29,990 to Utility Service Company utilizing Ken Griffin Landscaping as subcontractor to re-establish the vegetative buffer between school property and Sailwind Condominiums.

- E. Approval for construction of a staircase on the unimproved right-of-way at the Catawba Street Beach access at a cost of \$2,500

Reference: Deputy City Manager memo dated November 24, 2015

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

Recommendation: That the City Council authorize the immediate construction of a staircase on the unimproved right-of-way of Catawba Street on the slope landward of the seawall at a cost of approximately \$2,500 to correct a steep and unsafe condition thereby protecting the general public's use of said right-of-way, while not providing access to the beach to the general public.

- F. Approval for payment of invoice from Galloway/Johnson/Thompkins/Burr and Smith (GJTBS) in the amount of \$15,900.34

Reference: City Clerk memo dated November 23, 2015

Recommendation: That the City Council approve payment of invoice number 321270 in the amount of \$15,900.34 to GJTBS.

Councilman Landfair moved for approval of consent agenda items A through F. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

*These are items considered routine in nature and will be considered by one motion. If any citizen wishes to voice an opinion on one of the items, you should advise the Council immediately

ACTION AGENDA ITEMS:

- A. Consideration of social media policy for the City of Gulf Breeze

Reference: Assistant to the City Manager memo dated November 17, 2015

Recommendation: That the City Council approve the City of Gulf Breeze Social Media Use Policy.

Councilwoman Bookout moved for approval of staff's recommendation. Councilwoman Fitch seconded. The vote for approval was unanimous.

NEW BUSINESS: None

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

INFORMATION ITEMS: The City Manager advised the Council that there was a water leak at Old Shoreline and Hwy 98. The water will be turned off in the area on Tuesday, December 8th for repairs.

PUBLIC FORUM: Lynette Dewberry, 500 Navarre Street, addressed the Council regarding the Catawba Street public beach access. Carol Wilburn, 422 Dolphin Street, addressed the Council regarding the Catawba Street public beach access.

COUNCIL COMMENTS:

Councilwoman Bookout advised that she has received several compliments on the City's Christmas Parade and thanked staff for their hard work.

Councilwoman Fitch thanked everyone for attending the meeting and showing their support.

Mayor Pro Tem Henderson made a motion that staff draft a contract by the end of the year hiring Interim City Attorney Michael Stebbins as the City Attorney. Renee Bookout seconded the motion. Mayor Dannheisser advised the Council that he had a conflict of interest due to his business relationship with Mr. Stebbins therefore recused himself from the vote. The vote to draft a contract to hire Michael Stebbins as the City's Attorney carried unanimously by a vote of 4-0. (Form 8B attached)

Councilman Landfair advised that the need for a Golf Cart Operation Policy in the City is needed.

ADJOURNMENT: Mayor Dannheisser adjourned the meeting at 7:08 p.m.

ATTORNEY – CLIENT SESSION

- A. The private attorney – client session confined to matters relative to possible litigation in the case of Gavitt v. City of Gulf Breeze was held after the Regular Meeting of the City Council was adjourned.

Leslie A. Guyer, City Clerk

Matt E. Dannheisser, Mayor

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Matt Dannheisser, hereby disclose that on December 7, 20 15:

(a) A measure came or will come before my agency which (check one)

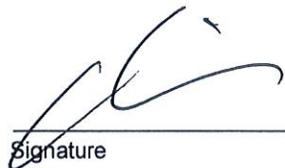
- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of Michael J. Stebbins, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Michael Stebbins is a tenant in property that I own. Also, I represent Mr. Stebbins in a professional capacity.

December 14, 2015

Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

**MINUTES OF A MEETING OF THE BOARD OF DIRECTORS FOR THE
COMMUNITY REDEVELOPMENT AGENCY**

A meeting of the Board of Directors for the Community Redevelopment Agency, Gulf Breeze, Florida, was convened at the Gulf Breeze City Hall Council Chambers on Monday, December 7, 2015, at 6:50 p.m.

The following members were present: Councilwoman Renee Bookout, Councilwoman Cherry Fitch, Councilman David G. Landfair, Mayor Pro Tem Henderson and Mayor Matt Dannheisser.

The purpose of the meeting was for the Board of Directors of the Community Redevelopment Agency to consider the following:

ACTION AGENDA ITEM:

- A. Approve the expenditure of \$1,750 for the design services and estimation for improvements on Joachim Drive.

Reference: City Manager memo dated November 24, 2015

Recommendation: That the City Council meet on Monday, December 7, 2015, as the Board of Directors of the Community Redevelopment Agency and approve the expenditure of \$1,750 for design services and estimating for improvements on Joachim Drive.

Councilwoman Bookout made a motion to approve staff's recommendation. Councilwoman Fitch seconded. The vote for approval was unanimous.

- B. Approve the expenditure of \$5,510 to Gulf Coast Traffic Engineers to restripe Daniel Drive

Reference: Director of Public Services memo dated November 23, 2015

Recommendation: That the City Council meet as the Board of Directors of the Community Redevelopment Agency and authorize the expenditure of \$5,510 to Gulf Coast Traffic Engineers to restripe Daniel Drive

Councilwoman Bookout made a motion to approve staff's recommendation. Councilman Landfair seconded. The vote for approval was unanimous.

NEW ITEMS: None

PUBLIC FORUM: None

ADJOURNMENT: Mayor Dannheisser adjourned the meeting at 6:56 p.m.

Leslie A. Guyer, City Clerk

Matt E. Dannheisser, Mayor

MINUTES OF THE DECEMBER 9, 2015, WORKSHOP ON SOUTH SANTA
ROSA UTILITY SYSTEM TREATMENT OPERATIONS
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

A Workshop by the Gulf Breeze City Council, Gulf Breeze, Florida, was convened at Gulf Breeze City Hall on Wednesday, December 9, 2015, at 4:30 p.m.

The following Councilmembers were present: Councilwoman Renee Bookout, Councilwoman Cherry Fitch, Mayor Pro Tem Joseph Henderson, Councilman David G. Landfair, and Mayor Matt Dannheisser.

The City Council convened a workshop to discuss South Santa Rosa Utility System treatment operations. Terms of the conditional use permit for the expansion of the wastewater treatment plant on Circle Lane were discussed and how the City should proceed in regards to those terms. Concern was expressed that certain of the terms might constitute a regulatory taking and be unenforceable. No formal action or decision was made.

INFORMATION ITEMS: none

OPEN FORUM:

Tom Naile, Chairman of the South Santa Rosa Utility System Board, advised that his main concern is that the Utility retains its ability to run the Utility.

Ben Zimmern, attorney representing the City with regards to the Catawba Street right-of-way lawsuit, advised the outcome of the hearing he attend that afternoon. He asked that Council and/or staff attend the hearing scheduled for Monday, December 14, 2015, at 3:00 p.m. He will also contact residents who have been supportive of retaining the public beach access and ask that they also attend the hearing.

ADJOURNMENT: Mayor Dannheisser concluded the workshop meeting at 5:50 p.m.

Stephanie D. Lucas, City Clerk

Matt E. Dannheisser, Mayor

The Gulf Breeze City Council held an Executive Meeting at Gulf Breeze City Hall on Wednesday, December 16, 2015, at 6:30 p.m.

ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE:

Upon call of the roll the following Councilmembers were present: Councilwoman Renee Bookout, Councilwoman Cherry Fitch, Mayor Pro Tem Joseph Henderson, Councilman David G. Landfair, and Mayor Matt Dannheisser.

PROCLAMATIONS AND PRESENTATIONS

None

RESOLUTIONS AND ORDINANCES

Approval of Ordinance No. 01-16 amending the City's noise ordinance with regards to construction and demolition hours on first reading on December 21, 2015, and hold a public hearing and second reading on January 4, 2016

Reference: Director of Community Services memo dated December 7, 2015

Recommendation: That the City Council approve Ordinance 01-16 on First Reading on December 21, 2015, and schedule the Second Reading and Public Hearing on January 4, 2016.

Councilwoman Fitch will provide revised language to clarify the description of the prohibition.

Councilwoman Fitch made a motion to approve Ordinance 01-16 on First Reading on December 21, 2015. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

Approval of Resolution 34-15 adopting a revised and restated International City Managers Association Retirement Corporation 401 money purchase plan

Reference: Deputy City Manager memo dated December 7, 2015

Recommendation: That the City Council approve Resolution 34-15 adopting a revised and restated ICMARC 401 money purchase plan as presented and authorize the Mayor to execute said plan on behalf of the City.

Councilwoman Fitch made a motion to place Resolution 34-15 on the December 21, 2015, Regular Meeting agenda for approval. Councilwoman Bookout seconded. The vote for approval was unanimous.

ACTION AGENDA ITEMS

A. Approval of Development Review Board Recommendation:

Samuel and Enid Wilson, 254 Fairpoint Drive, Gulf Breeze, FL
Request to construct a seawall

John and Tara Turk, 4 Highpoint Drive, Gulf Breeze, FL
Request to construct a residential pier and seawall

Reference: DRB December 8, 2015, minutes

Recommendation: That the City Council approve the Development Review Board recommendation to approve both projects as submitted.

Mayor Pro Tem Henderson made a motion to place the Development Review Board's recommendation on the December 21, 2015, Regular Meeting agenda. Councilman Landfair seconded. The vote for approval was unanimous.

B. Approval of a Special Event Application from Pensacola Sports Association for the Double Bridge Run on February 13, 2016

Reference: Deputy Chief memo dated December 8, 2015

Recommendation: That the City Council approve the Special Event Application for the Double Bridge Run.

Councilwoman Bookout made a motion to place staff's recommendation on the December 21, 2015, Regular meeting agenda. Councilman Landfair seconded. The vote for approval was unanimous.

C. Approval for Purchase of 2015 Ford Police Interceptor sedan and 2016 Ford Police Interceptor Utility vehicle in the amount of \$73,773.87 and declaring 2005 Ford F150 pickup, 2007 Ford Crown Vic, and 2009 Ford Crown Vic as surplus and authorizing disposal through govdeals.com

Reference: Deputy City Manager memo dated December 3, 2015

Recommendation: That the City Council approve the purchase of one (1) 2016 Ford Police Interceptor Utility vehicle and one (1) 2015 Police Interceptor sedan from Hub City Ford Mercury of Crestview, Florida under the state contract at a total cost of \$73,773.87 with funding from the Red Light Camera Fund and further declare the following vehicles as surplus: 2007 Ford Crown Vic, VIN #2FAFP71W87X111513; 2009 FORD CROWN VIC,

VIN# 2FAHP71V19X108973; and 2005 FORD F150, VIN# 1FTPW12555FA37223 and authorize their disposal on govdeals.com.

Councilman Landfair made a motion to place this item on the December 21, 2015, Regular meeting agenda. Councilwoman Fitch seconded. The vote for approval was unanimous.

- D. Approval of Purchase of five portable radios and one mobile radio from Motorola in the amount of \$24,428.47 for the Gulf Breeze Fire Department

Reference: Director of Community Services memo dated December 9, 2015

Recommendation: That the City Council authorize the Fire Department to procure five portable radios and one mobile radio from Motorola for \$24,428.47.

Mayor Pro Tem Henderson made a motion to place staff's recommendation on the December 21, 2015, Regular meeting agenda. Councilwoman Bookout seconded. The vote for approval was unanimous.

- E. Approval of payment of annual dues for West Florida Regional Planning Council (Transportation Planning Organization - TPO) in the amount of \$221.00 and Bay Area Resource Council (BARC) in the amount of \$1,500

Reference: City Clerk memo dated December 4, 2015

Recommendation: That the City Council approve payments of \$221.00 to the Northwest Florida Regional Planning Council for staff support of the Transportation Planning Organization and \$1,500.00 to the Bay Area Resource Council for annual memberships.

Councilwoman Fitch made a motion to place staff's recommendation on the December 21, 2015, Regular meeting agenda. Councilman Landfair seconded. The vote for approval was unanimous.

- F. Approval of installation of a rubberized speed hump at the 1300 block of Soundview Trail

Reference: Assistant to City Manager memo dated December 11, 2015

Recommendation: That the City Council approve the installation of a rubberized speed hump at the 1300 block of Soundview Trail.

The Assistant to City Manager provided the Council with a letter that he proposes to send to residents on Soundview Trail advising them of the installation and location of a speed

hump. The Council asked that the letter be revised to add a date of installation, a date upon which feedback is due, and to advise that installation would take one day.

Councilwoman Bookout moved to place staff's recommendation on the December 21, 2015, Regular meeting agenda. Councilwoman Fitch seconded. The vote for approval was unanimous.

G. Approval for Renewal of Google licensing

Reference: Deputy City Manager memo dated December 11, 2015

The Deputy City Manager provided an update to the Council regarding a third quote.

Recommendation: That the City Council authorize the purchase of a one-year license for Google Apps for Government and Google Vault from Cloud Sherpa of Atlanta, Georgia for a cost of \$10,300.

Councilwoman Bookout made a motion to place staff's recommendations on the December 21, 2015, Regular meeting agenda. Councilwoman Fitch seconded. The vote for approval was unanimous.

H. Authorization for the City Attorney to contact the Coe Estate to discuss modification/clarification of the deed restrictions for 417 Fairpoint Drive

Reference: Deputy City Manager memo dated November 25, 2015

Recommendation: That the City Council authorize the City Attorney to contact the Coe Estate and discuss the modification/clarification of the deed restrictions for the subject property.

The City Attorney advised that he spoke with the attorney for the estate who advised that he would not modify the restrictions contained in the deed. Mayor Pro Tem Henderson made a motion to deed the property back to the Estate but after further discussion rescinded the motion.

Councilwoman Fitch made a motion to contact a real estate agency to determine if they would sell the property and take the best offer received. Mayor Dannheisser passed the gavel to Mayor Pro Tem Henderson and seconded the motion. The vote for approval was unanimous. The gavel was returned to Mayor Dannheisser.

I. Reaffirmation of the City's acceptance of the donation of two lots on Soundview Trail from Quint and Rishy Studer and directing the City attorney to finalize the necessary documentation for the Mayor's signature

Reference: City Manager memo dated December 11, 2015

Recommendation: That the City Council reaffirm its acceptance of the donation by Quint and Rishy Studer of Lots 1 and 2, Block A, Harbortown Phase Two, and direct the City Attorney to finalize the necessary documents for signature by the Mayor.

Councilman Landfair made a motion to place staff's recommendation on the December 21, 2015, Regular meeting agenda and that the City Attorney contact the attorneys for the Studers and ask that the restrictive language be removed from the Warranty Deed. Councilwoman Fitch seconded. The vote for approval was unanimous.

- J. Authorization for Staff and the City Attorney to research actions necessary to establish a policy relative to hours of use for public access ways near the water

Reference: City Manager memo dated December 11, 2015

Recommendation: That the City Council direct staff and the City Attorney to research actions necessary for the City Council to establish a policy relative to hours of use for public access ways near the water.

Mayor Pro Tem Henderson made a motion to place staff's recommendation on the December 21, 2015, Regular meeting agenda. Councilman Landfair seconded. The vote for approval was unanimous.

- K. Authorization to obtain additional analysis for a new Police Department facility

Reference: Deputy City Manager memo dated December 9, 2015

The City Council and staff discussed the current condition of the Gulf Breeze Police Department facility. Following discussion, Mayor Pro Tem Henderson made a motion directing staff to obtain a needs analysis with an architectural firm familiar with law enforcement facilities. Councilwoman Bookout seconded. The vote for approval was unanimous.

NEW ITEMS None

INFORMATION ITEMS

The City Manager invited the City Council to attend the annual Holiday lunch for City Staff tomorrow, December 17, 2015, at the Community Center.

PUBLIC FORUM

Tom Naile, 100 Daniel Drive, Gulf Breeze, advised that the property on Joachim Drive is now owned by GB Senior Living Properties.

COUNCIL COMMENTS:

Councilwoman Bookout asked that the Council be provided with a status on the Peyton building located at 1198 Gulf Breeze Parkway at the next meeting or the first of the year.

Mayor Dannheisser updated the Council about the hearing he and Councilwoman Fitch attended on Monday regarding the Catawba Street right-of-way. He advised that the judge denied the Plaintiffs' request for an injunction. Following discussion, Mayor Pro Tem Henderson made a motion authorizing staff to take all steps necessary, including retaining a law firm, to evaluate whether to move forward with filing an eminent domain lawsuit, to evaluate the potential effects of eminent domain litigation on the Catawba Street litigation and to present the Council with recommendations on proceeding with eminent domain litigation, including a thorough cost analysis. Councilman Landfair seconded. The vote for approval was unanimous.

ADJOURNMENT Mayor Dannheisser adjourned the meeting at 7:31 p.m.

ORDINANCE NO. 01-16

**AN ORDINANCE OF THE CITY OF GULF BREEZE, FLORIDA,
PERTAINING TO NOISE AND EXCESSIVE SOUND; AMENDING
SECTION 8-83(D)(5) OF THE CODE OF ORDINANCES; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Section 2(b), Article VIII of the State Constitution provides that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, the City of Gulf Breeze has the responsibility to protect the health, safety and welfare of its residents and visitors; and,

WHEREAS, the City of Gulf Breeze had adopted certain rules and regulations relative to excessive construction noise and noise pollution; and,

WHEREAS, the City Council has recently received complaints from citizens regarding construction noise on weekends; and,

WHEREAS, the City Council finds that it is in the public's interest to adjust the prohibited times and days of the week associated with construction and demolition activity.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Gulf Breeze, Florida, as follows:

SECTION 1 - Section 8-83(d)(5) is hereby amended to read as follows:

- (5) *Construction and demolition.* No person shall operate or cause the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition during the hours listed in Table 4 such that the sound therefrom creates a noise disturbance across a real property boundary, except for emergency work by public service utilities or for other work approved by the city manager. This section shall not apply to the use of domestic power tools as provided below.

ORDINANCE 01-16

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TABLE 4: CONSTRUCTION AND DEMOLITION HOURS

	MON	TUE	WED	THU	FRI	SAT	SUN
12:00 AM - 7:00 AM							
7:00 AM - 8:00 AM							
9:00 AM - 9:00 PM							
9:00 PM - 12:00 AM							

 - PROHIBITED  - PERMISSIBLE

SECTION 2 - SEVERABILITY

If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by any court to be unconstitutional, inoperative, invalid or void, such holding shall not in any manner affect the validity of the remaining portions of this Ordinance.

SECTION 3 - CONFLICT

The provisions of this Ordinance shall be deemed to control and prevail over any ordinance or portion thereof in conflict with the terms hereof.

SECTION 4 - EFFECTIVE DATE

This Ordinance shall become effective upon its adoption by the City Council.

PASSED ON THE FIRST READING ON THE ___ DAY OF DECEMBER, 2015.

ADVERTISED ON THE ___ DAY OF DECEMBER, 2015.

PASSED ON THE SECOND READING ON THE ___ DAY OF JANUARY, 2016.

By: _____
Matt E. Dannheisser, Mayor

ATTESTED TO BY:

Leslie Guyer, City Clerk

RESOLUTION 34-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, CONTINUING PARTICIPATION IN THE INTERNATIONAL CITY MANAGERS ASSOCIATION RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST, PLAN NUMBER 109220.

WHEREAS, the City of Gulf Breeze has employees who render valuable services; and

WHEREAS, the City has established a qualified retirement plan for certain employees that serves the interest of the City by enabling it to provide reasonable retirement security for those employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and,

WHEREAS, the City has determined that the continuance of the qualified retirement plan will serve these objectives.

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

Section 1: That the City of Gulf Breeze hereby amends and restates its participation in the qualified retirement plan (the "Plan") known as the "ICMA Retirement Corporation Governmental Money Purchase & Trust, Plan number 109220."

Section 2. That the Mayor is authorized to execute the amended and restated Plan on behalf of the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA, on this _____ day of December, 2015.

CITY OF GULF BREEZE, FLORIDA

ATTEST:

By: _____
Matt E. Dannheisser, Mayor

Leslie A. Guyer, City Clerk or
Stephanie Lucas, City Clerk



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Director of Community Services

DATE: December 18, 2015

SUBJECT: FIRE DEPARTMENT RADIO PURCHASE

On Wednesday, staff from the Police Department and Fire Department met with officials from Santa Rosa County and Motorola to go over the configurations for the radios we will be receiving. The main purpose of the meeting was to set up the City of Gulf Breeze talk groups and channel names. During the meeting, we learned that Motorola released a new feature in September of this year that allows tone paging over a Project 25 (P25) radio system. Prior to this, tone paging was not possible. Tone paging is used to alert units in the field of a call. Tone paging is mission critical for our department since we are all volunteer force.

The radios are capable of acting as a pager with a software upgrade. The software is \$120.00 for pre-shipped radios and \$150.00 for radios that are already in the field. The charge for installing the software is \$60.00. Staff would like to add the feature to the five portable radios we are proposing to purchase. This would increase the overall cost of the portable radios by \$900.00 and bring the project to \$25,328.74. This is \$328.74 over the \$25,000 budgeted amount; however, the shortfall can be made up with funds taken from the radio repair and maintenance line item which has current balance of \$7,000.00. We would also like to add the upgrade to the radios we will be receiving from the county but we can do it later when more funds become available.

The benefit of equipping the radios with the paging feature is that we will be able to cut down on the number of pagers that we have to issue and can rely on the radios instead. Each pager costs approximately \$400.00. Additionally, after we upgrade the county-provided radios we can completely do away with the legacy system that we currently use for voice paging. This will result in additional savings, as we no longer have to maintain the transmitter and dispatch equipment interfaces.

FIRE DEPARTMENT RADIO PURCHASE

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RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE ADDITION OF THE SOFTWARE UPGRADE TO THE FIVE PORTABLE RADIOS AND INCREASE THE OVERALL TOTAL OF THE PROJECT COST TO \$25,328.47.

CSC

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 12/14/2015

Subject: Google Licensing

The City currently uses Google applications for email, document storage, calendars and records retention. We have been using their application since 2013. It is an annual license that requires renewal each year. The current licensing expires on January 8, 2016. In the past we have received these licenses direct from Google. We recently were informed that Google is no longer dealing with licensing direct to customers and has referred this business to authorized resellers. To avoid any suspended services, we have received three quotes from resellers. Those quotes are enclosed.

All three vendors quoted the same cost for the same number of licenses. As you can see, the cost for these applications and services based on the number of users is \$10,300. Sufficient funds have been allocated in the Internal Services Department budget for this purpose.

Mr. McCown has recommended Cloud Sherpa. They have a larger national presence in this space and are the only vendor of the three that is registered in MyFloridaMarketplace. He also indicates that Cloud Sherpa does not charge for support. I concur with his recommendation. Should you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council authorize the purchase of a one-year license for Google Apps for Government and Google Vault from Cloud Sherpa of Atlanta, Georgia for a cost of \$10,300.

Enclosures

USA Corp
 Miami FL 33131
 United States



City of Gulf Breeze
 Charles McCown
 Gulf Breeze FL

Estimate # 0000189
 Estimate Date December 11, 2015
Estimate Total (USD) \$10,300.00

Item	Description	Unit Cost	Quantity	Line Total
Google Apps Annual License	30 gigabytes of storage space for each user, built in encryption, spam filtering, admin console, Gmail for Government, Google Calendar, Google Drive, Google Hangouts, Google Sites, Google Groups for Work, 24/7 email & phone support for critical issues, 99.9% uptime guarantee & no advertising. Wow.	50.00	105	5,250.00
Google Vault Annual License		50.00	101	5,050.00
Estimate Total (USD)				\$10,300.00

Terms

Thank you for being our Customer!
 We pay referral fees for new customers!

If you have already paid, please disregard this message.
 Payment is due promptly when service is rendered.
 All discounts are void after 30 days.
 Overdue balances will incur a \$25 late fee.
 Overdue accounts will be suspended without notice.

This estimate was sent using FRESHBOOKS

Cloudbakers, LLC
641 West Lake Street, Suite 301
Chicago, IL 60661



Date: 12.11.15

Valid Through: 12.18.15

Professional Services and License Cost Estimate (Google Apps)

Cloudbakers partners with industry leading SAAS (Software as a Service) providers to offer their enterprise customers a configurable and customized set of tools to our clients. In order to provide you with the best service, please utilize the pricing table below to determine the services and license costs you would like to purchase.

Name	Price	Qty	Subtotal
Google Apps for Government <small>Annual Subscription, 30GB User Limit</small>	\$50.00	105	\$5,250.00
Google Vault <small>Annual Subscription, Unlimited Storage, eArchiving and eDiscovery</small>	\$50.00	101	\$5,050.00
Support Hours <small>\$175 per hour</small>	\$175.00	0	\$0.00
		Subtotal	\$10,300.00
		Total	\$10,300.00

Terms and Conditions

1. Payment terms are net 15 days from the invoice date.
2. License subscriptions are on a 1 year term agreement and are auto renewed every 12 months. Additional license purchases will be prorated and billed at the full monthly rate in the month they are provisioned and require a separate quote for approval.
3. Any changes or cancellations must be provided and acknowledged by Cloudbakers 60 days prior to the renewal date. Annual subscriptions are billed 45 days prior to renewal, monthly subscriptions are billed at the beginning of every month.
4. Credit card transactions will incur a 3% service charge per transaction.

5. Licenses are provisioned within 1-2 business days from order placement. Any licenses that have special requirements will be provisioned within 3-5 business days from order placement.
6. Any incurred travel expenses will be billed on a time and material basis. The rate of travel is \$50/hour plus cost (flight, hotel, etc.). There is no charge for travel within a 25-mile radius of the Cloudbakers office (60661).
7. Any additional hours spent above the estimated amount will be billed on a Time & Materials bases according to the hourly billable rate of \$175.

This Statement of work is governed by Illinois law (except as otherwise noted in vendor's terms and conditions), FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA ROSA COUNTY, FLORIDA.

Acceptance

The parties have caused this Statement of Work to be executed by their duly authorized representative as of the date signed below. By Authorizing this SOW City of Gulf Breeze also accepts [Google Apps for Business Online Agreement](#).

City of Gulf Breeze

Address:

City, State Zip:

Name:

Title:

Signature:

Date:

Billing Information

Accounting Contact:

Email:

Phone:



RESALE AGREEMENT

This **RESALE AGREEMENT** (this "Agreement") is made effective as of the 10th day of December, 2015 ("Effective Date") by and between **Cloud Sherpas, Inc., a Georgia corporation ("Cloud Sherpas")**, with principal offices at 3525 Piedmont Road, Building 8, Suite 710, Atlanta, GA 30305, and City of Gulf Breeze, with an office at 1070 Shoreline Dr.; Gulf Breeze, FL 32561 ("Customer"). The parties agree as follows:

1. Scope. Cloud Sherpas is an authorized reseller of certain third party software products (the "Products"). As a reseller, Cloud Sherpas collects payment from Customer and provides access to the Products either via online enrollment or by arranging for shipment of Products from the "Supplier." Customer and Supplier will enter into a direct relationship with regard to the use and performance of and liability for the Products pursuant to the applicable License (as defined in Section 3 below). To the extent permitted by law, Cloud Sherpas will have no responsibility or liability for the performance of the Products or delays in shipment, access or delivery of the Products.

2. Order Process. When Customer wishes to purchase Products from Cloud Sherpas, Cloud Sherpas shall issue an order form for each Product in a form similar to **Attachment A** (each, an "Order Form"). The Order Form shall identify the Supplier, the Products, and the price of the Products. Cloud Sherpas' acceptance of each Order Form is subject to acceptance by the Supplier. As such, Cloud Sherpas is not obligated to sell Products to Customer unless and until Cloud Sherpas has received such authorization from Supplier. An Order Form will be deemed accepted unless Cloud Sherpas provides written notice of rejection (it being agreed that e-mail may constitute a "writing" for these purposes).

3. Licenses. Customer acknowledges and agrees that its use of the Products, and any rights and remedies associated therewith, is subject to Customer's agreement to each Supplier's terms of service ("TOS"), license agreement ("ELA"), end user license agreement ("EULA"), or other terms and conditions applicable to the Products which are referenced in the Order Form (each, a "License" and collectively, the "Licenses"). Each License represents a separate agreement between Customer and Supplier, and by execution of this Agreement, Customer hereby accepts the terms set forth in each License and agrees to be bound by each License. If required by Supplier, Customer will either execute a License with a Supplier by signature or via online acceptance, as specified on the Order Form. Cloud Sherpas has no obligation to provide the Products unless and until Customer has accepted the applicable License in the manner required by the Supplier. Customer acknowledges that, except for the rights granted in the License for a Product, Customer has no rights in or to that Product and intellectual property rights relating thereto are and shall remain the exclusive property of the Supplier. Customer agrees that it shall not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by the Supplier on or in the Products.

4. License Term, Fees, and Payment.

a. Initial Term. The "Initial Term" of the License and the applicable "Fees" will be set forth on the applicable Order Form. Fees are exclusive of all taxes and shipping and handling costs, if applicable, which shall be the sole responsibility of Customer.

b. Renewal Term. Unless otherwise set forth in the Order Form, each License will renew for successive twelve (12) month terms at the end of the Initial Term (each a "Renewal Term," herein referred to collectively with each Initial Term as the "License Term") for as long as Customer remits payment of the Fees and applicable taxes as described in Section 4(c) and 4(d) below.

c. Fee Changes. Fee changes are dictated by the Supplier and, if any, will be applicable to the next Renewal Term. Cloud Sherpas will provide notice by invoice of Fee changes as soon as commercially practicable after Cloud Sherpas receives notice of Fee changes from Supplier. Customer shall have the lesser of thirty (30) days from the date of such notice or the number of days left in the then current Initial Term or Renewal Term, as applicable, to (i) remit payment, thus accepting such Fee changes and renewing the License for a successive Renewal Term; or (ii) reject the Fee change in writing to Cloud Sherpas, thus canceling the License as of the end of the then current Initial Term or Renewal Term, as applicable. In the event Cloud Sherpas does not notify Customer of a Fee change pursuant to this Section 4(c) during the then current Renewal Term, the License will renew at the current Fee.

d. Payment Terms. Unless otherwise described in Section 4(c) or the Order Form, Customer shall remit payment to Cloud Sherpas within thirty (30) days of receipt of a properly rendered invoice. Invoices will include applicable taxes. Cloud Sherpas reserves the right to withhold or suspend the Products and/or charge a late fee equal to one and one-half percent (1.5%) of the applicable fees if the Fees are not received by the applicable due date. If Customer fails to pay any amounts hereunder when due, Customer agrees to pay all of Cloud Sherpas' costs of collection, including, without limitation, all court costs and attorneys' fees.

e. Termination of License by Customer. Other than the event of a Fee change, in which case the terms of Section 4(c) shall apply with regard to termination, Customer may terminate any License by sending Cloud Sherpas written notice of termination at least sixty (60) days prior to the end of the Initial Term or then current Renewal Term, as applicable. Licenses terminated pursuant to this Section 4(e) will continue to the end of the then current License Term.

f. Termination of License by Cloud Sherpas. The License and applicable Order Form is further subject to early termination by Cloud Sherpas with respect to any or all Products upon written notice: (i) due to Customer's failure to pay any invoice; (ii) if Customer breaches a License, (iii) if Supplier terminates Customer's License, (iv) if Cloud Sherpas ceases to be an authorized reseller of the Product; or (v) if any bankruptcy or other insolvency proceeding is commenced against or with respect to Customer.

g. No Refund. Fees paid in consideration of the then current License are non-refundable.

5. Term and Termination of This Agreement.

a. Term of This Agreement. Notwithstanding the License Term or the termination of any License or Order Form as permitted herein, this Agreement will commence upon the Effective Date and continue until the expiration or termination of all Licenses purchased hereunder, unless sooner terminated as provided herein.

b. Termination of This Agreement. A party will have the right to terminate this Agreement upon written notice if the other party fails to cure any breach of this Agreement within thirty (30) days after receiving written notice of such breach, provided, however, that the period to cure a breach with respect to payment shall be ten (10) days.



c. Effects of Termination. Upon termination or expiration of the Order Form or this Agreement (i) all rights and licenses granted by one party to the other will immediately cease; (ii) each party will promptly return to the other, or destroy and certify the destruction of, all of the other party's Confidential Information (as defined below) in its possession; and (iii) all fees and any other monies due and owing to Cloud Sherpas by Customer will become immediately due and payable. Sections 5(c), 6, and 8 – 18 will survive termination hereof.

6. Confidential Information. During the Term and for a period of one (1) year after the expiration or termination of this Agreement, neither party will use or disclose any Confidential Information (defined below) of the other party for any purpose outside the scope of this Agreement, except with the other party's prior written consent. Each party will protect the other party's Confidential Information in a manner similar to its own Confidential Information of like nature (but in no event using less than reasonable care). "**Confidential Information**" means all proprietary or confidential material or information disclosed orally or in writing by the disclosing party to the receiving party that is designated as proprietary or confidential or that reasonably should be understood to be proprietary or confidential given the nature of the information and the circumstances of the disclosure, including the terms and conditions of this Agreement; provided that Confidential Information will not include any information or material that: (i) was or becomes generally known to the public without the receiving party's breach of any obligation owed to the disclosing party; (ii) was or subsequently is independently developed by the receiving party without use of or reference to Confidential Information of the disclosing party; (iii) was or subsequently is received from a third party who obtained and disclosed such Confidential Information without breach of any obligation owed to the disclosing party; or (iv) is required by law to be disclosed (in which case the receiving party will give the disclosing party reasonable prior notice of such compelled disclosure and reasonable assistance, at disclosing party's expense, should disclosing party wish to contest the disclosure or seek a protective order). The exchange of Confidential Information between Customer and each Supplier will be governed by the applicable License.

7. Support and Service. Cloud Sherpas will either (a) assist Customer with Level 1 support to the extent permitted by its agreement with the Supplier or (b) assist Customer with escalation of any issues, incidents or support requests to the Supplier. Otherwise, Cloud Sherpas will have no obligation to provide any support or other services with respect to the Products, except as otherwise set forth in an Order Form. The Suppliers may provide certain technical support services or service levels for the Products pursuant to the Licenses. In the event a License specifies a service level, Cloud Sherpas will flow available remedies directly to Customer on Supplier's behalf (i.e. if a service level remedy is a credit, Cloud Sherpas will grant the credit to the Customer on behalf of the Supplier).

8. WARRANTY DISCLAIMER. CLOUD SHERPAS MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES, OF MERCHANTABILITY OR ACCEPTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

9. Limitation of Liability. CLOUD SHERPAS WILL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR LOST REVENUES, LOSS OF PROFIT, OR LOSS OF DATA, LOSS OF USE, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGES, EVEN IF IT KNEW OR SHOULD HAVE KNOWN THAT SUCH LOSS OR DAMAGES WERE POSSIBLE, AND REGARDLESS OF WHETHER ANY SUCH LOSS OR DAMAGES ARISE IN CONTRACT, TORT, (INCLUDING NEGLIGENCE), IN EQUITY, UNDER STATUTE OR OTHERWISE. CLOUD SHERPAS LIABILITY HEREUNDER FOR DIRECT CLAIMS BETWEEN THE PARTIES SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO CLOUD SHERPAS UNDER THE ORDER FORM GIVING RISE TO THE CLAIM DURING THE IMMEDIATELY PRECEDING TWELVE MONTHS.

10. Governing Law; Jurisdiction. This Agreement shall be construed and governed in accordance with the laws of the State of Florida of the United States of America, without regard to its rules regarding conflicts of law. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Customer agrees to submit to the personal and exclusive jurisdiction of the courts located within the State of Georgia.

11. Waiver/Severability. Failure to enforce any provision of this Agreement will not constitute a waiver. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

12. Notices. Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact at the address set forth herein or as otherwise provided by either party by like notice, and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

13. No Agency. The parties hereto are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

14. Entire Agreement/Amendment. This Agreement and all documents referenced herein is the parties' entire agreement relating to its subject matter and supersedes any prior or contemporaneous agreements on that subject. Any amendment to this Agreement must be in writing and executed by both parties and expressly state that it is amending this Agreement.

15. Assignment. Customer may not assign, sublicense, or transfer this Agreement without the prior written consent of Cloud Sherpas. Assignment, sublicense or transfer of any rights herein does not constitute a transfer of the License without written approval from Supplier. Any attempt by Customer to sublicense, assign or transfer any rights, duties, or obligations hereunder is null and void. Cloud Sherpas may assign or transfer this Agreement at any time without notice and without the consent of Customer. This Agreement and all obligations shall be binding upon and inure to the benefit of the parties' successors and permitted assigns.

16. Third Party Beneficiaries. Customer and Cloud Sherpas have rights under this Agreement. No other person or entity shall have third party rights under this Agreement other than as specifically provided herein.

17. Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

CLOUD SHERPAS, INC.

City of Gulf Breeze



By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



ATTACHMENT A-1
TO RESALE AGREEMENT DATED 12/10/2015

ORDER FORM BETWEEN CLOUD SHERPAS, INC AND CUSTOMER

SUPPLIER: Google, Inc.

SERVICES SCHEDULE – ANNUAL PLAN

Date	12/10/2015
Customer: City of Gulf Breeze	Authorized Caller: Charles McCown
Address:	Phone: 850-934-4049
1070 Shoreline Dr.	Mobile: 850-791-1528
Gulf Breeze, FL 32561	E-Mail: cmccown@gulfbreezefl.gov
	Customer Domain Name: gulfbreezefl.gov

1. TERM:

Term Start Date: 12/10/2015 _____
Initial Term: 12 month _____
Renewal Date: 12/10/2016 _____

2. SUPPLIER'S EULA:

By purchasing the licenses described herein, you agree to comply with the Google Terms of Service located at: http://www.google.com/apps/intl/en/terms/reseller_premier_terms.html.

3. PRODUCTS:

1. End User Accounts – Google Apps for Business

Customer is purchasing 105 Google-hosted accounts provided to Customer's users ("End User Accounts") through Google Apps for Business ("GAfB") at a price of \$50.00 per End User Account for an aggregate purchase price of \$5,250.00. Customer may order additional End User Accounts, and the fee shall be pro-rated to the upcoming anniversary of the Effective Date.

2. Google Apps Vault

Customer is purchasing 101 Google Apps Vault provided to Email Accounts through GAfB at a price of \$50.00 per Email Account for an aggregate purchase price of \$5,050.00. If Customer purchases additional GAfB seats, Vault will be invoiced, pro-rated.

5. ADDITIONAL LICENSES:

Customer may purchase additional End User Accounts (as defined in Attachment 1 hereto) for existing customer domain names at any time. Such accounts shall have a pro-rated Term equal to the remainder of the then current Term. Customer may only decrease the number of End User Accounts prior to commencement of a Renewal Term and only upon written notice delivered to Cloud Sherpas at least thirty (30) days prior to the expiration of the then current Term. End User Accounts cannot be transferred from one Customer domain name to another until the next Renewal Term.

CLOUD SHERPAS

City of Gulf Breeze

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____