

**AGREEMENT BETWEEN  
CITY OF SANIBEL  
AND  
ROY HYMAN CONSULTANT**

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**THIS AGREEMENT**, entered into this 5<sup>th</sup> day of March, 2013, by and between the **City of Sanibel**, a municipal corporation, (hereinafter referred to as “City”), and **Roy Hyman Consultant**, 21841 Longleaf Trail Drive, Bonita Springs, Florida 34135, (hereinafter referred to as “Consultant”).

**WITNESSETH:**

**WHEREAS**, the City wishes to engage Consultant for the purpose of collecting and reviewing pertinent documentation and data, and thereafter submitting a Summary Report, to assist the City Council in its review and decisions relating to the surplus tolls generated by Lee County’s causeway toll operations for the causeway leading to the City of Sanibel; and

**WHEREAS**, the Consultant has familiarity with the necessary funding mechanisms and county financial structure, as well as a general understanding of the documentation and financial records necessary to review such matter; and

**WHEREAS**, the cost of the Consultant’s services for the requested and proposed Scope of Services is such that sealed competitive proposals are not required and the City Council finds it in the best interests of the City to contract with Consultant for such services;

**NOW, THEREFORE**, in consideration of the covenants set forth herein and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the City and by Consultant, the City and Consultant hereby agree as follows:

1. The above recitals are agreed by the parties to be true and correct and are hereby incorporated in this Agreement as if fully set forth below.
2. Consultant shall perform those services more specifically outlined in Consultant’s written proposal, attached hereto and incorporated herein as Exhibit “A”, and the City agrees to meet and perform the City’s responsibilities with respect to cooperation and the delivery of documents as more specifically set forth in Exhibit “A”.
3. Consultant shall be paid on an hourly basis, and in accordance with the schedule, as more specifically set forth in attached Exhibit “A”.
4. Exhibit “A” is hereby approved in its entirety and adopted as part of this Agreement.

- 5. If any section, subsection, sentence, clause, phrase or portion of this Agreement or application hereof, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion or application hereof.
  
- 6. This Agreement, and the rights and obligations of the City and the Consultant hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the date and year written above.

WITNESS:

\_\_\_\_\_  
Witness #1 Signature  
  
\_\_\_\_\_  
Witness #1 Printed Name  
  
\_\_\_\_\_  
Witness #2 Signature  
  
\_\_\_\_\_  
Witness #2 Printed Name

**ROY HYMAN CONSULTANT**

By: \_\_\_\_\_  
Roy F. Hyman  
  
Date: \_\_\_\_\_

**CITY OF SANIBEL, a Florida  
municipal corporation**

By: \_\_\_\_\_  
Judith A. Zimomra,  
City Manager  
  
Date: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Pamela Smith, City Clerk

APPROVED AS TO FORM:  
  
  
\_\_\_\_\_  
Kenneth B. Cuyler, City Attorney

ROY HYMAN CONSULTANT  
21841 Longleaf Trail Drive  
Bonita Springs, FL 34135

February 21, 2013

Judith A. Zimomra, Manager  
City of Sanibel  
800 Dunlop Road  
Sanibel, FL 33957

Dear Ms. Zimomra:

I am pleased that you and the City of Sanibel (City) have afforded me the opportunity to render consulting services to collect and review all pertinent documentation and data to assist management and City Council in its deliberations regarding the Sanibel Causeway re-construction and financial matters relating to maintenance and toll collection by Lee County.

**Objective of the engagement and services to be performed**

I will review all documentation, communications and financial information regarding:

1. The City of Sanibel's Inter Local and settlement Agreement with Lee County
2. The contracts and engineering design reports on file for the re-construction of the bridges and the toll plaza
3. The actual total cost of re-construction and the bonded indebtedness and additional financing required for completion, including the reserves set aside to assure payment
4. The status of the original Junior Lien
5. The engineering and maintenance reports since the completion of the Causeway and present conditions of the bridges
6. The amount and use of funds collected from the tolls paid by the County and their application
7. Information on the County's toll revenues and charges against the Causeway line item account
8. Any additional funding of projects charged to the Sanibel Causeway account

I will research County Transportation Department files as well as County Clerk financial records and report my findings to the City Manager and Council. Public Records requests may be necessary to accomplish these tasks. The City may be asked to sponsor such Record Requests. I will report to the City Manager and Council the results of my findings in a clear and concise draft report and Final Report in writing when completed.

**City's responsibilities**

The City will cooperate in assisting Roy Hyman Consultant by delivering any and all records in its possession regarding the Sanibel Causeway and related documents. The City will make the final

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Letter to Judith Zimomra, Manager  
City of Sanibel  
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management decisions with regard to any action to be taken. The City will be responsible for any charges assessed for Public Records to be obtained for this assignment.

**Roy Hyman Consultant's responsibilities and limitations of the engagement**

Roy Hyman Consultant will perform the services in a professional, confidential and ethical manner in accordance with the standards applicable to licensed Real Estate and Insurance Professionals in the State of Florida.

This engagement is limited to the consulting services outlined above. Any addition or extension of services will require an amendment to the Agreement signed by the parties.

**Limitation of Assignment**

My role is strictly limited to the engagement described in this letter, and I offer no assurance as to the results or ultimate outcome of this engagement or of any decisions that you may make based upon our communications or my reports to you. The City will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans, and for implementing any plans you may develop, including any that we may discuss with you.

**Fees**

My fees will be based on the actual time spent at my standard hourly Consulting rate (\$75 per hour), plus travel (at \$.50 per mile) and meetings (\$100 per Council meeting) required by the City. Based on my preliminary estimate, the fee for the Consulting services should approximate \$9,000 (120 hours (6 weeks at 20 hours per week) @ \$75 per hour). If circumstances require significant additional time, we will discuss it together and arrive at a new fee arrangement before I incur additional costs or expense to the City.

My intention is to complete this assignment within 6 weeks after the approval of City Council on March 5, 2013; therefore the deadline for completion would be April 16, 2013.

Since I have already commenced the discovery and reviewed some of the history of the Causeway project, and because I am a Sole Practitioner, I am asking for the schedule of payments to be as follows:

A Retainer of \$2,500 within 5 days after execution of the Consulting contract, \$2,500 within 5 days halfway through the assignment (three weeks) after the execution of the Consulting contract, \$2,500 at the completion of the assignment and a Draft Report has been presented to the City Manager, and the remaining \$1,500 within 5 days after the acceptance of the completed Final Report to the City Manager and Council. If for any reason the City decides to terminate the assignment, the City will be obligated to compensate me for time expended and

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Judith A. Zimomra, Manager  
City of Sanibel, Florida  
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reimburse me for all meetings and travel to and from the City through the date of termination. During the term of the Contract I will prepare progress reports to the City Manager weekly.

**Agreement**

I appreciate the opportunity to present this proposal to the City and believe it accurately describes the scope of the assignment, and it is my understanding that the City Attorney will reduce it to writing for acceptance by the City Council. I can assure you that I will give this assignment my best efforts to delineate the facts of the issues and will produce a clear depiction of the options available to the City in order for it to take whatever course of action it deems reasonable and necessary.

If there are any questions please do not hesitate to contact me. I am immediately available to work on this project for the City.

Sincerely,  
**Roy Hyman Consultant (Federal ID #27-4737537)**

Roy F. Hyman  
239-243-6020  
[rhyman1946@aol.com](mailto:rhyman1946@aol.com)

Accepted by:

\_\_\_\_\_  
Authorized Signature  
City of Sanibel  
Dated: \_\_\_\_\_

**RESOLUTION 13-023**

**APPROVING BUDGET AMENDMENT/TRANSFER NO. 2013-022 AND PROVIDING AN EFFECTIVE DATE**

**NOW, THEREFORE, BE IT RESOLVED** by City Council of the City of Sanibel, Florida:

**SECTION 1.** The revised General Fund for fiscal year 2012-2013, Budget Amendment/Transfer BA 2013-022 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

**SECTION 2.** Effective date.

This resolution shall take effect immediately upon adoption.

**DULY PASSED AND ENACTED** by the Council of the City of Sanibel, Florida this 5th day of March 2013.

**AUTHENTICATION:**

\_\_\_\_\_  
Kevin Ruane, Mayor

\_\_\_\_\_  
Pamela Smith, City Clerk

**APPROVED AS TO FORM:**

*Kenneth B. Cuyler*  
Kenneth B. Cuyler, City Attorney

2/27/13  
Date

Vote of Councilmembers:

Ruane \_\_\_\_\_  
Denham \_\_\_\_\_  
Congress \_\_\_\_\_  
Harrity \_\_\_\_\_  
Jennings \_\_\_\_\_

Date filed with City Clerk: \_\_\_\_\_

