February 9, 2015

ECONOMIC DEVELOPMENT COMMITTEE

1. Discussion of extension of Marketing Services Agreement with Davis, South, Barnette & Patrick for tourism marketing through September 30, 2015.

2. Discussion of amended lease with Navarre Beach Area Chamber of Commerce for office space in Visitors Information Center.

Hunter Walker

From: Shannon Ogletree
Sent: Thursday, February 05, 2015 1:03 AM
To: Roy Andrews
Cc: Hunter Walker; Merry Beth Andrews
Subject: DSB&P TDC Marketing Contract
Attachments: MARKETING SERVICES.docx

Attached is the current contract for Davis South Barnett and Patrick for the Tourist Development Marketing Services. The firm also has a separate contract related to the oil spill dollars which ends once the grant is completed from BP.

It is my understanding that through the "regular" marketing contract the monthly retainer amount is $6,750 and another $3,250 is billed to the BP account for a total retainer amount of $10,000 per month. However after March the BP Funding will no longer be available, thus leaving a gap of $3,250 retainer. Then starting in April the monthly retainer amount (of $10,000) would stay the same, but would only be billed from our marketing line item (NOT THE BP LINE ITEM).

Need your thoughts on how to word the recommendation of extension of the contract till September since the "regular" marketing contract states $6,750 per month. I will have a conversation with the firm on Thursday for additional questions I have.

I have not reviewed a copy of our BP Contract with the firm so I am unable to give further input.

Shannon

Sent from Surface

MARKETING SERVICES AGREEMENT

THIS AGREEMENT made and entered into by and between **SANTA ROSA COUNTY**, having its principal office at 6495 Caroline Street, Milton, Florida, 32570 (hereinafter the "COUNTY"), and **DAVIS, SOUTH, BARNETTE & PATRICK**, an Alabama limited liability company, having its principal office at 205 St. Emanuel Street, P.O. Box 325, Mobile, Alabama 36602 (hereinafter the "DSB&P").

WHEREAS, the DSB&P is in the business of providing marketing programs, including brand development and marketing consultation services, and of planning, creating, establishing and monitoring marketing communications programs on behalf of retained clients; The COUNTY hereby appoints the DSB&P, and the DSB&P hereby agrees to serve as the COUNTY's Agency of Record for advertising, marketing and public relations. The DSB&P is hereby authorized to purchase media and outside services on the COUNTY's behalf as the COUNTY's Agent, pending the COUNTY's approval of such purchases. The DSB&P shall devote its best efforts to further the COUNTY's interests and endeavor to make their communications successful. The DSB&P shall supervise mutually agreed upon media, graphic design, packaging, collateral and promotional materials for appearance, accuracy, timeliness, position, size and mechanical reproduction. The DSB&P shall credit and pay all bills incurred on behalf of the COUNTY's account, insuring timeliness and meeting vendor payment obligations, and shall make no commitments or incur obligations for the COUNTY's account without authorization or approval from the COUNTY.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Appointment and Authorization of DSB&P.

The DSB&P is hereby retained, appointed and engaged to represent the COUNTY in carrying out certain of its marketing programs, subject to the terms and conditions of this Agreement. For purposes of this Agreement, the term "marketing programs" shall include those specific services of the DSB&P set forth more specifically on Addendum "A" attached hereto and made an integral part hereof, as the same may be modified and amended from time to time by mutual agreement of the DSB&P and COUNTY.

2. DSB&P Exclusivity.

During the term of this Agreement, without the full knowledge and written consent of the COUNTY, the DSB&P shall not represent any other client in connection with providing products or services which are directly competitive with the COUNTY's products or services.

3. DSB&P Services.

The DSB&P shall act as the COUNTY's marketing program representative, to research, plan, create, establish and monitor its designated marketing programs. In the course of carrying out such marketing programs, or any element thereof, the DSB&P may perform, upon mutual

agreement by the COUNTY in the manner set forth hereinafter, such services as the DSB&P and COIJNTY shall deem necessary or appropriate to fulfill COUNTY's needs, including, but not necessarily limited to those services of the DSB&P set forth on Addendum "A".

4. Duration and Extension of the Agreement.

A. The initial term of this Agreement shall be for a period of 12 months, commencing February 14, 2015 (the "Commencement Date") and continuing through and including September 30, 2015.

B. Unless terminated by either party in the manner provided for hereinafter, this Agreement shall, unless mutually agreed upon, automatically renew for one (1) additional term of one (1) year, commencing on the day after the date of expiration of the then current or renewal term, and expiring one (1) year thereafter.

5. **DSB&P Capacity.**

DSB&P and all it employees, agents and servants are, and shall, in the performance of the services under this Agreement, independent DSP&B s and not employees of the COUNTY. DSB&P shall exercise direct control over the means and manner in which it and its employees, agent and servant perform the services. DSB&P does not have the power or authority to, and agrees that it will not attempt to, bind the COIJNTY in any promise, agreement or representation other than as specially provided for in this Agreement.

6. **DSB&P Disclaimers.**

In addition to any other disclaimers of the DSB&P specifically provided for in the Agreement, and notwithstanding any other provision set forth in this Agreement to the contrary, it is further specifically acknowledged and agreed to by the COUNTY, that in the event DSB&P is requested to assist in obtaining the services of a third party internet-based online service provider, web site host server, or other third party provider of internet based web page or web site hosting services (collectively an "ISP"), for the purpose of advertising and promoting the COUNTY's products and services to its customers and the general public via the internet, all services provided by such ISP shall be subject to the following DSB&P disclaimers:

A. DSB&P expressly disclaims all express or implied warranties or representations regarding the services provided, or to be provided, by any ISP, of any nature whatsoever, including without limitation, any warranties of merchantability, fitness for a particular purpose, security or accuracy; and

B. DSB&P does not warrant or represent, in any manner whatsoever, that access to, or the use of, the online services to be provided by or through such ISP will be uninterrupted or eIror-free, or that such ISP services will meet any particular criteria of performance or quality; and

C. DSB&P shall not be liable for damages, including consequential or special damages, arising out of COUNTY's use, or inability to use, the services of any ISP, and hereby

waives any claims against DSB&P with respect thereto, whether such claims are or may be based on contractual, tort or other legal grounds, and hereby releases and discharges DSB&P from any and all liability therefore.

7. **Prior Approval of COUNTY.**

A. The DSB&P shall not incur any obligations or provide any services for the COUNTY's account for any marketing programs without first obtaining written approval from the COUNTY's designated representatives or any other person or persons duly identified by the COUNTY in writing. The COUNTY's designated representatives shall be set forth on Addendum "B" attached hereto and made an integral part hereof; as the same shall be modified or amended by the COUNTY, from time to time, by written instrument delivered to the DSB&P.

B. In order to obtain the COUNTY's approval, the DSB&P shall submit written proposals to the COUNTY containing descriptions of the proposed services, together with estimates of the costs of the obligations or services involved, including media costs, cost of preparation, costs of production and any additional costs, such as for travel (subject to State of Florida and COUNTY guidelines), mailing, postage and similar activities. DSB&P shall not be responsible for missed deadlines caused by the delay of the COUNTY in providing any approval required herein.

8. **DSB&P Compensation.**

The basis of DSB&P's compensation for its services rendered for and on behalf of COUNTY in accordance with this Agreement shall be as set forth on Addendum "C" attached hereto and made an integral part hereof.

9. **COUNTY Billing and Reimbursement of DSB&P Costs and Expenses.**

The terms and provisions for billing by, and payment to the DSB&P for services provided for and on behalf of the COUNTY in accordance with this Agreement, and for reimbursement of costs and expenses incurred by the DSB&P in the course of providing such services, shall be as specifically set forth on Addendum "D" attached hereto and made an integral part hereof.

10. **Termination of Agreement.**

A. The DSB&P or COUNTY may terminate this Agreement without cause by written notice to the other party in the form and manner specified hereinafter, which notice shall be given not less than forty-five (45) days prior to the effective date of such termination. In the event such notice of intention to terminate is given by either party as provided herein, such notice shall specify the proposed date of termination, and this Agreement shall be deemed to remain in full force and effect from and after the date of such notice through the effective date of such termination.

B. Notwithstanding the giving of notice to terminate this Agreement as provided hereinabove, nor the specified date of termination as set forth therein, this Agreement shall in any event continue in full force and effect for the period of time necessary to complete all work which shall have been approved by COUNTY in the manner set forth in Section 7 hereinabove.

11. Rights and Duties upon Termination of Agreement.

A. Upon the giving or receipt of notice of termination, the DSB&P shall not commence any new work, but it shall complete and place all work on marketing programs previously approved by the COUNTY. All other rights and duties of the parties shall continue through the effective date of termination, and the COUNTY shall be responsible for payment to the DSB&P for any contract obligation incurred with third parties during this period.

B. Upon the giving of notice to terminate this Agreement by the COUNTY, the DSB&P shall remain entitled to receipt of payment for, and COUNTY shall pay when due as hereinabove provided, that potion of any annual fee due and payable to the DSB&P from the date of the DSB&P's receipt of such notice of termination through the actual date of termination.

C. Upon termination by the COUNTY prior to expiration of the initial term of this Agreement, any unpaid hourly fees for work completed to that date will be paid based on a rate of $115.00 per hour. All work completed after the notice of termination and previously approved by COUNTY will be paid for as specified.

D. Upon termination of this Agreement, the DSB&P shall assign to the COUNTY all rights in contracts, agreements, arrangements or other transactions made with third parties for COUNTY's account, effective on the date of termination or on such other date as may be agreed upon by the parties; and the COUNTY shall assume all obligations and hold the DSB&P harmless from all liability thereunder. In the event any such contracts are nonassignable, or consent to assignment is refused, or the DSB&P cannot obtain a release from its obligations, the DSB&P shall continue performance, and the COUNTY shall meet its obligations including its obligations to pay to the DSB&P as though this Agreement had not terminated.

E. Upon termination of this Agreement, pursuant to notice from one party to the other as herein provided, the DSB&P shall bill the COUNTY for all amounts not previously billed and which remains due the DSB&P through the date of termination. The DSB&P shall be entitled to payment, and COUNTY shall pay, for all costs and services related to the portion of the marketing programs commenced and approved by the COUNTY prior to the receipt of such notice and, with the prior express written consent of the COUNTY, for all costs and services related to that portion of the marketing program approved by COUNTY after receipt of such notice through the actual date of termination.

12. Disposition of Property and Materials upon Termination.

A. Upon termination of this Agreement, DSB&P shall transfer, assign and deliver to COUNTY all property and materials prepared or purchased for or on behalf of COUNTY and all information, documents, studies and records regarding its advertising, upon payment of any outstanding invoices to DSB&P.

B. All plans, preliminary outlines, sketches, copy, and other property and materials produced under this Agreement which are rejected or disapproved by the COUNTY and for which COUNTY did not pay shall remain the property of the DSB&P and may be used by the DSB&P as it sees fit for any other County or purpose.

C. DSB&P shall not be responsible for the return of publication reproduction materials after their use in publications unless their return is specifically required prior to sending for publication.

D. DSB&P shall take all reasonable precautions to safeguard any of COUNTY's property entrusted to its custody or control. Except as required with respect to designated confidential information as provided for in Section 13 hereinafter, in the absence of willful negligence on the part of the DSB&P, it shall not be responsible for loss, damage, destruction or unauthorized use thereof.

13. Self-Promotion Rights of DSB&P.

DSB&P reserves the right to utilize materials (ads, literature, websites, etc.) produced by DSB&P on behalf of COUNTY for self-promotion of DSB&P'S services to potential clients and employees so long as such materials are not of a confidential or proprietary nature.

14. County non-liability.

DSP&B agrees to exercise its best judgment in the preparation and placing of all advertising, with a view to avoiding claims, proceedings or suits being made or instituted as a result thereof. However, nothing contained herein shall be deemed to obligate the COUNTY to indemnify or hold DSP&B harmless against any loss or damage which DSP&B may incur as a result of any claim, suit, or proceeding made or brought against DSB&P, based upon advertising or publicity prepared by DSP&B for the COUNTY when such claim, suit or proceeding is for damages due to the fault or negligence of DSP&B or its DSP&B s, or arises out of DSP&B's obligations under applicable codes, laws or contracts related to the production or advertising.

15. Insurance.

A. DSP&B shall comply with the insurance requirements specified in Addendum E, attached hereto.

B. In addition to any other indemnification obligation in this Agreement, DSP&B agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the COUNTY, of any

character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of DSP&B; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of actual or claimed trademark, patent or copyright infringement or litigation based thereon, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY

C. Neither the COUNTY nor DSP&B shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other party except as otherwise authorized in this Agreement. Neither the COUNTY nor DSP&B shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The COUNTY shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by DSP&B of its business, whether caused by DSP&B 's negligence or willful action or failure to act.

D. The COUNTY will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon DSP&B or DSP&B 's assets, or upon the COUNTY in connection with Services performed or business conducted by DSP&B. Payment of all such taxes and liabilities shall be the sole responsibility of DSP&B.

16. Assignment and Delegation.

Except as herein specifically provided, neither party may assign or delegate any duties hereunder without the express prior written consent of the other.

17. Modification.

This Agreement contains the entire understanding of the parties with regard to the subject matter hereof, and no other representations are made or relied upon by either party, except as expressly set forth herein. This Agreement may not be altered, amended, modified or revoked except in writing and signed by duly authorized representatives of the parties hereto.

18. Binding Effect and Controlling Law.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns. This Agreement shall be governed and construed under the laws of the State of Florida.

19. Waiver.

No failure on the part of any party to this Agreement to take affirmative action with respect to any breach of the terms of this Agreement shall be construed as a waiver thereof, or of any future breach by such party.

20. Execution.

This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Notice.

Any notice required herein shall be in writing and sent to the party entitled to receive such notice by certified or registered mail, postage prepaid and return receipt requested. Any such notice shall be deemed effective when delivered to the party entitled to receive such notice at the following addresses:

If to COUNTY, at: County Administrator
Santa Rosa County
6495 Caroline Street, Suite D
Milton, Florida 32570

If to DSB&P, at: _____
Davis, South, Barnette & Patrick
205 St. Emanuel Street
P. O. Box 325
Mobile, Alabama 36602

21. Addenda.

The following Addenda, if any, are attached hereto and by this reference made a part hereof and shall control in the event of a conflict with any of the terms and provisions set forth in this Agreement:

ADDENDUM "A" - DSB&P SERVICES
ADDENDUM "B" - COUNTY'S DESIGNATED REPRESENTATIVES
ADDENDUM "C" - DSB&P COMPENSATION
ADDENDUM "D" - TERMS FOR PAYMENT
ADDENDUM "E" – INSURANCE REQUIREMENTS

22. Effective Date.

This Agreement shall become binding as of the last date of execution by the parties as provided for hereinafter, and shall be deemed effective as of the Commencement Date set forth in Section 4. A., hereinabove.

IN WITNESS WHEREOF, the DSB&P and COUNTY, have caused this Agreement to be executed by their duly authorized representatives on the date affixed next to their respective signatures below.

SANTA ROSA COUNTY

_____ _____Date: BCC approved _____, 2015

Printed Name: Don Salter
Title: Chairman

Attest: _____
Donald Spencer, Clerk

DAVIS, SOUTH, BARNETTE & PATRICK

By: _____ Date: _____

Printed Name: _____

Title: _____

ADDENDUM "A"

DSB&P SERVICES

The DSB&P shall perform the following services for the DSB&P's stated fee as in ADDENDUM C, Paragraph A, upon authorization by the COUNTY in the manner set forth in the Agreement:

- Research, Strategy, Planning and On-going Consulting
  - Deliverables:
    - Yearly planning meeting
    - Yearly marketing analysis/review of available research data
    - Development of Marketing and Brand Development Plan
    - Development of Marketing Budget
    - Monthly meeting with TDC
    - On-going review; strategic marketing/branding consulting
    - Telephone calls and meetings with the TDC executive director as needed

- Account Management
  - Deliverables:
    - Implementation of marketing and brand development plan as approved by the TDC
    - Weekly management reports to TDC executive director
    - Monthly reports and meetings with North and South end marketing committees
    - Monthly reporting and meeting with TDC
    - Respond to management needs of the TDC and or executive director
    - Research and coordinate statistical reports regarding marketing and brand activities

- Creative Development
  - Deliverables:
    - Create yearly TDC ad campaign concepts in alignment with defined objectives
    - Produce master design templates (including print, web and outdoor ads)
    - Resize and finalize each campaign ad (including print, web and outdoor ads) for publication for master campaign theme
    - Program online ads for master campaign theme for specific media outlets and websites as needed
    - Design e-newsletter template; update to reflect campaign theme
    - Design and program micro site for master campaign theme
    - Script concepts for television and radio (does not include writing the final script)

- Public Relations
  - Deliverables:
    - Create public relations strategy in alignment with stated objectives
    - Manage and respond to all media inquiries
    - Work with TDC director and assist on collecting seasonal and topic related information for press releases, events calendars, and newsletters
    - Write and distribute press releases in conjunction with push campaigns
    - Manage "Back to the Island Media Day" strategy and planning
    - Provide on-going public relations consultation
    - Provide strategic support and ideas for FAM tours
    - Assist TDC director in press relations

        - Develop and maintain an up-to-date press kit
        - Provide PR activities report to the TDC director monthly
        - Meetings and telephone calls as needed

- Media Management
    - Deliverables:
        - Develop conceptual integrated media plan in alignment with marketing and brand development goals
        - Manage all media placement pertinent to master campaign theme
        - Evaluate media opportunities, make recommendations as needed
        - Act as liaison between media and TDC director
        - Negotiate media contracts pertinent to master campaign theme

ADDENDUM "B"

COUNTY'S DESIGNATED REPRESENTATIVES

As provided for in Section 7 ("Prior Approval of County") of the Agreement, the following individuals shall constitute the COUNTY's designated representatives:

Julie Morgan or Shannon Ogletree or the Tourist Development Director

ADDENDUM "C"

DSB&P COMPENSATION

The basis of DSB&P's compensation shall be as follows:

A. The monthly payment of $6,750 (six thousand seven hundred fifty) will be paid through March 2015 and increased to $10,000 monthly from April 2015 through September 2015.

B. DSB&P will receive a 5% commission on all paid media time or space placed on behalf of COUNTY.

C. For projects that are outside those listed in Addendum A, the DSB&P will submit, for COUNTY's approval, cost estimates which shall include the DSB&P's compensation for services rendered to execute the project (such as idea generation, writing, design, layout, proofing, etc.), as well as all third party supplier costs.

D. During the period beginning ninety (90) days prior to the expiration of the current term of this Agreement, the COUNTY and DSB&P agree to review the fees to be paid as compensation to the DSB&P, to determine the appropriateness of such fees based upon work performed by the DSB&P to date, and work anticipated by the COUNTY during the next renewal term of this Agreement. COUNTY and DSB&P agree that during such ninety (90) day period, they shall make a good faith effort to reach a mutually satisfactory agreement regarding any appropriate adjustment to such fees for the next renewal term. In the event the parties are unable to reach such ar1 agreement prior to the expiration of the then current term, it is agreed that the fee structure in effect immediately prior to the expiration of the preceding term, shall continue to be paid for an additional thirty (30) day period, during which time the COUNTY und DSB&P shall continue their efforts to reach a mutually satisfactory fee agreement. Any such agreement shall be retroactive to the date of commencement of the new annual renewal term then in effect. In the event the parties are unable to reach an agreement regarding such fee structure by the end of such thirty (30) day extension period, the fee structure in effect immediately prior to the expiration of the preceding term shall remain in effect for the remainder of the renewal term or earlier termination as provided for in Section I0 of the Agreement.

ADDENDUM "D"

TERMS FOR PAYMENT

County Billing:

A. Estimates for DSB&P services and third-party purchases will be provided to COUNTY for all approved projects in the marketing program, and COUNTY will be billed for work in progress as such work progresses or is completed.

B. DSB&P will invoice COUNTY for commissions earned for media time or space in accordance with the agreement of the parties as set forth on Addendum "C".

C. DSB&P will invoice COUNTY for all third-party supplier purchases made on behalf of COUNTY in accordance with Addendum "C".

D. The DSB&P shall invoice the COUNTY on the once monthly for all charges incurred on a monthly basis, unless different arrangements are agreed upon in writing and in advance by the parties.

E. The COUNTY shall pay DSB&P invoices in such manner that amounts due thereunder are received by the DSB&P no later than thirty (30) days after the date of billing.

F. COUNTY will be invoiced in advance for any prepayments required by third party suppliers to execute a project on behalf of COUNTY for such items as postage, printing, photography, broadcast production or promotional materials purchased on behalf of COUNTY.

G. H. If as a result of the COUNTY's failure to pay the DSB&P's invoices in a timely manner, it becomes necessary that the DSB&P institute collection proceedings, the COUNTY shall be responsible for and pay all reasonable costs incurred by the DSB&P as a result of such collection proceedings, including court costs and reasonable attorneys fees.

I. The COUNTY shall be entitled to proof of payment by the DSB&P of all sums expended on behalf of the COUNTY.

J. So long as the DSB&P has received the necessary payments from the COUNTY, the DSB&P shall make all payments to third parties entitled thereto by the term of this Agreement, less any applicable commissions and discounts. Notwithstanding the foregoing, the DSB&P reserves the right to discontinue making any such third party payments if the COUNTY has failed to make any payment to the DSB&P as required by the terms of this Agreement, or is otherwise in default of any of the terms hereof.

Reimbursement of Expenses:

In addition to any annual fee paid as compensation to the DSB&P as provided for on Addendum "C", the COUNTY agrees to pay and reimburse the DSB&P for its costs and expenses in the following manner:

A. The COUNTY shall be billed for and pay the DSB&P for its direct costs of mailing, packaging, shipping, courier services, taxes and duties incurred by the DSB&P in connection with the performance of this Agreement.

B. In the event media or other charges increase or decrease after the DSB&P has submitted an estimate, the COUNTY shall be billed for and pay for such increases or be given a credit for such reduction, as the case may be. In the event the amount of space or time or other advertising services actually used is less than those previously contracted for, the COUNTY shall be billed for and pay any increased rate charged by the media due to loss of volume discount or because of higher scheduled rates; in the event additional space, time or services are so used, thereby resulting in a lower rate, the COUNTY shall be billed for and pay at such lower rate.

C. In the event the COUNTY, after having approved any marketing program, cancels all or any part thereof, the COUNTY shall be billed for and pay all costs incurred by the DSB&P for such programs prior to the date of cancellation, and any unavoidable costs incurred thereafter, including any noncancellable commitments for advertising time or space.

ADDENDUM "E"

INSURANCE REQUIREMENTS

The term "Contractor" as used in this Addendum "E" shall mean DSP&B.

Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- vm or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph four (4) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Santa Rosa County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Santa Rosa County, 6495 Caroline Street, Suite B, Milton, Florida 32570; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

(1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(4) All policies shall be written on a primary, non-contributory basis.

(5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.

(6) Insurance policies. other than Professional Liability, shall include waivers of subrogation in favor of Santa Rosa County from both the Contractor and sub-contractor(s).

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	$ 500,000
Per Employee Disease	$ 500,000
Policy Limit Disease	$ 500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury, including Advertising Injury.

Limits	
Combined Single Limit Per Occurrence	$ 1,000,000
Products/Completed Operations Aggregate	$ 1,000,000
Personal Injury and Advertising Injury	$ 1,000,000
General Aggregate $ 2,000,000	

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	$1,000,000

(D) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	$ 1,000,000
General Aggregate	$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(E) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

Hunter Walker

From: Shannon Ogletree
Sent: Thursday, February 05, 2015 12:27 AM
To: Hunter Walker
Cc: Emily Spencer; Roy Andrews
Subject: NB Chamber Use Agreement
Attachments: NB Area Chamber - TDC - 12815.doc

RECOMMENDATION:

Approve the lease agreement for office space with the Navarre Chamber of Commerce at the Tourist Development Office

BACKGROUND:

Since 2009 the Navarre Chamber of Commerce has leased 3 office spaces located at the Tourist Development Office in Navarre. The Navarre Chamber of Commerce has been a suitable tenant and partner in this endeavor allowing both the private and public to work together to promote Santa Rosa County.

CONTRACT:
Has been reviewed by County Attorney

AGREEMENT FOR USE OF TOURIST INFORMATION CENTER SPACE

THIS AGREEMENT dated this _____day of _____, 2015, by and between NAVARRE BEACH AREA CHAMBER OF COMMERCE, (hereinafter referred to as "Chamber"), and SANTA ROSA COUNTY (hereinafter referred to as "COUNTY"):

WHEREAS, Chamber is a not for profit organization which serves the public by promoting business and tourism in South Santa Rosa County, Florida; and

WHEREAS, Tourist Development Council ("TDC") is a board appointed by the Santa Rosa County Board of County Commissioners which serves the public by promoting tourism in Santa Rosa County, Florida; and

WHEREAS, both Chamber and TDC are tenants of the premises located at 8543 Navarre parkway, Navarre, Florida 32566 (hereinafter referred to as the "Visitor Information Center" or "VIC"); and

WHEREAS, the Chamber shall occupy three (3) offices designated by the TDC at the VIC; The Chamber and TDC will share use of the kitchen, staff bathroom, storage areas and conference room. Government meetings in the conference room will always take precedence in any use conflicts.

NOW, THEREFORE, Chamber and County agree as follows:

TERMS

(1) The chamber agrees to pay monthly $1000 rent for the occupancy of the VIC.

(2) The term of this agreement is two (2) years commencing _____. This Agreement shall renew automatically for consecutive one year terms unless terminated by either party hereto. Chamber or County may terminate this agreement for any reason at any time within 60 days of the renewal date, with written notice.

CHAMBER & TDC OBLIGATIONS

(1) **EQUIPMENT**:

Each party will be responsible for its own postage and office supplies. It is agreed that the following items are owned accordingly:

a) Each party will be responsible for their phone system.

b) The Pitney Bowes stamp machine is a lease in the name of the County (TDC). If this agreement is cancelled or terminated for any reason, the County will have full responsibility for the lease.

c) The copy machine is a lease in the name of the Chamber and expires on September 2019. If this agreement is cancelled or terminated for any reason, Chamber will have full responsibility for the lease.

d) This contract governs the building and the use therein. Any expenses that are expected to be split with the County will be authorized before the contract is signed.

(2) **UTILITIES**:

Chamber and County will have ownership/responsibility of accounts in their respective names. However, Chamber and County (TDC) will evenly share expenses of the following items, regardless of the ownership of the account:

a) Mediacom (Internet) each party will be responsible for their Internet expense.

b) Gulf Power bill and Holley-Navarre water/sewer bill(s), split 50/50.

(3) **INSURANCE**:

Chamber will provide to the County a copy of the following insurance:

a) A liability insurance policy naming Santa Rosa County as an additional insured.

b) A renter's insurance policy covering the Chamber's contents in the building.

c) A special event policy for any event held on County property that is not covered under existing Chamber insurance.

(4) **MISCELLANEOUS**:

In regards to general use of the common areas, including the conference room, the Chamber agrees to conduct general self clean-up of those areas after use and to return the set-up to its original placement after use.

The Conference Room will be available to the County/TDC and Chamber for business meetings and events and to the County for meetings. Government meetings will always take precedence in any use conflicts.

ASSIGNMENT

Neither Chamber nor County may assign its interest in this Agreement.

NOTICE

Any communication between Chamber and County/TDC, including billing payments, and notices shall be given or made by mailing the same to Chamber at 8543 Navarre Parkway, Navarre, Florida 32566, and to TDC/ COUNTY at 8543 Navarre Parkway, Navarre, Florida 32566 or to such addresses as either party may in writing hereafter provide.

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

NAVARRE BEACH AREA CHAMBER OF COMMERCE

By: _____
Chairman of the Board

Witnessed By: _____
Printed name: _____

Witnessed By: _____
Printed name: _____

SANTA ROSA COUNTY

BY: _____
Don Salter, Chairman

ATTEST: _____
Donald C. Spencer, Clerk

February 9, 2015

ADMINISTRATIVE COMMITTEE

1. Discussion of Navarre Beach lease fee policy developed by the County Attorney.

2. Discussion of Navarre Beach renourishment project funding options for local share.

3. Discussion of plan for replacement of courthouse.

4. Discussion of proposed resolution requiring electronic filing of local campaign finance reports as requested by the Supervisor of Elections.

5. Discussion of purchase of ADA compliant playground in the amount of $124,913.62 for Navarre Sports Complex from J.A. Dawson & Co., Inc. under Florida State Purchasing Authority contract #110179.

6. Discussion of annual contract with Lutheran Services of Florida, Inc. for teen court services funded by proceeds from Ordinance 2006-20.

7. Discussion of Flood Mitigation Project Agreement with owner of property at 3135 Harrison Street for elevation of severe repetitive loss structure funded by FEMA/FMA grant.

8. Discussion of renewal of the annual Leases for Office Space in Santa Rosa Kids House for Office of State Attorney and Guardian Ad Litem at current rates.

9. Discussion of employment services agreement with Glenn Bailey for the position of Assistant Public Works Director effective July 1, 2015.

10. Discussion of Third Annual Autism OdysSea event at the Navarre Beach Park Saturday, April 11, 2015 hosted by the Navarre Beach Marine Science Station.

11. Discussion of 7th Annual Sunset Stampede 5K Run/Walk on Navarre Beach Saturday, May 2, 2015 beginning at 5:30 p.m.

12. Discussion of Pace Assembly of God Color Me X-treme 5K Run in neighborhood proximate to the church Saturday, May 9, 2015 beginning at 8:00 a.m.

13. **INFO ONLY:** Public Hearing items scheduled for 9:30 a.m. Thursday, February 12, 2015:

    Hearing notice to consider a recommendation to submit grant application for Land and Water Conservation funds for improvements to Navarre Park.

    Resolution including Land and Water Conservation Grant improvements at the Navarre Park in the Capital Improvement Plan (CIP).

SANTA ROSA COUNTY
BOARD OF COMMISSIONERS

Santa Rosa Administrative Offices
6495 Caroline Street, Suite M
Milton, Florida 32570-4592

JAYER WILLIAMSON, District 1
ROBERT A. "BOB" COLE, District 2
W. D. "DON" SALTER, District 3
ROB WILLIAMSON, District 4
R. LANE LYNCHARD, District 5

HUNTER WALKER, County Administrator
ROY V. ANDREWS, County Attorney
JAYNE BELL, OMB Director

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROY V. ANDREWS

DATE: FEBRUARY 4, 2015

RE: NAVARRE BEACH LEASE FEES

As directed by the Commission, staff has performed a detailed analysis of the fees set forth in the leases on Navarre Beach.

The most common lease provides for a fixed rate of $250 per year. 550 leases have a fee of exactly $250 annually, another 40 have a fee within $5 of that rate. 336 have a rate less than $250 per year. Six leases have a rate of $100 or less per year.

The result of a modification of the leases to limit the fee to $250 per year would be total lease revenue of $419,250.00 for 1677 leases. The 336 leases which generate fees of less than $250 and which are not subject to modification would generate $66,301.38. This calculation is set forth in the attached chart.

Compared with actual 2014 revenue of $494,612.34, the projected revenue, with the $250 cap, would be $485,551.38. The reduction of $9,066.96 would make such a policy essentially revenue neutral.

Staff also analyzed the effect of the 5% additional lease fee charged if the property is rented to third parties. A total of 706 leases have the additional 5% fee. The lease requires the lessee to self-report third party rentals. 74 of the 706 leases report such income, which generates total revenue to the County of $227,728.05.

If the Commission elects to establish a policy allowing modification of the leases, upon request each lease could be modified to establish the new rate, while ratifying and confirming all other provisions of the lease.

Any revenue generated by the lease fees could be allocated as The Commission directs.

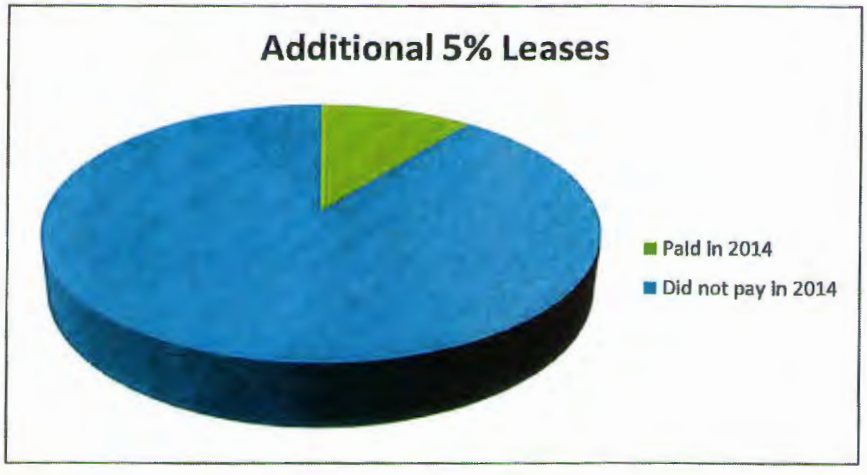
* * * * *

Residential Leases

		Projected	2014 Net Revenue	Difference
1,677	@250	419,250.00		
336	UNDER 250	66,301.38		
		485,551.38	494,612.34	(9,060.96)

Additional 5% Leases

74	227,728.05
632	-
706	227,728.05



SANTA ROSA COUNTY
BOARD OF COMMISSIONERS

Santa Rosa Administrative Offices
6495 Caroline Street, Suite M
Milton, Florida 32570-4592

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HUNTER WALKER, County Administrator
ROY V. ANDREWS, County Attorney
JAYNE N. BELL, OMB Director

M E M O R A N D U M

TO: **Board of Commissioners**

FROM: **Hunter Walker, County Administrator**

DATE: **February 4, 2015**

SUBJECT: **Navarre Beach Renourishment Project**

At the January 28, 2015 planning workshop, the Board directed staff to develop a funding plan for the upcoming beach renourishment project. For purposes of this plan, approval of the State portion of the project cost is assumed.

The following is list of funding sources currently identified for that project:

FEMA	$ 2,317,187
State BMFA Program	8,045,606
Local Share	8,045,606
TDT	500,000

Regarding the local share, it is my recommendation that the county submit an application for this beach renourishment to the Local Restore Council in the amount of $1.0 million. Historically, the local share is allocated on recreation benefits and property protection on pro rata basis across beachfront. From preliminary staff analysis this project has both economic and environmental benefits and should score well in the competition.

The cost to renourish the eastern portion of Navarre Beach was borne by the State in 2006 project since it housed the State Park. That 3,707 linear feet of beachfront is county responsibility this year and therefore is included in the recreation calculation for purposes of this memo. An option to drop this segment from the project is available should cost become a concern.

The inclusion of the above noted 3,307 linear feet in recreation area divides the Navarre Beach frontage 26% recreation and 74% property protection using the 2006 renourishment funding plan. If the 2006 renourishment funding model is used that would prorate the local share 26% County and 74% leaseholder based on total linear footage of 22,282.

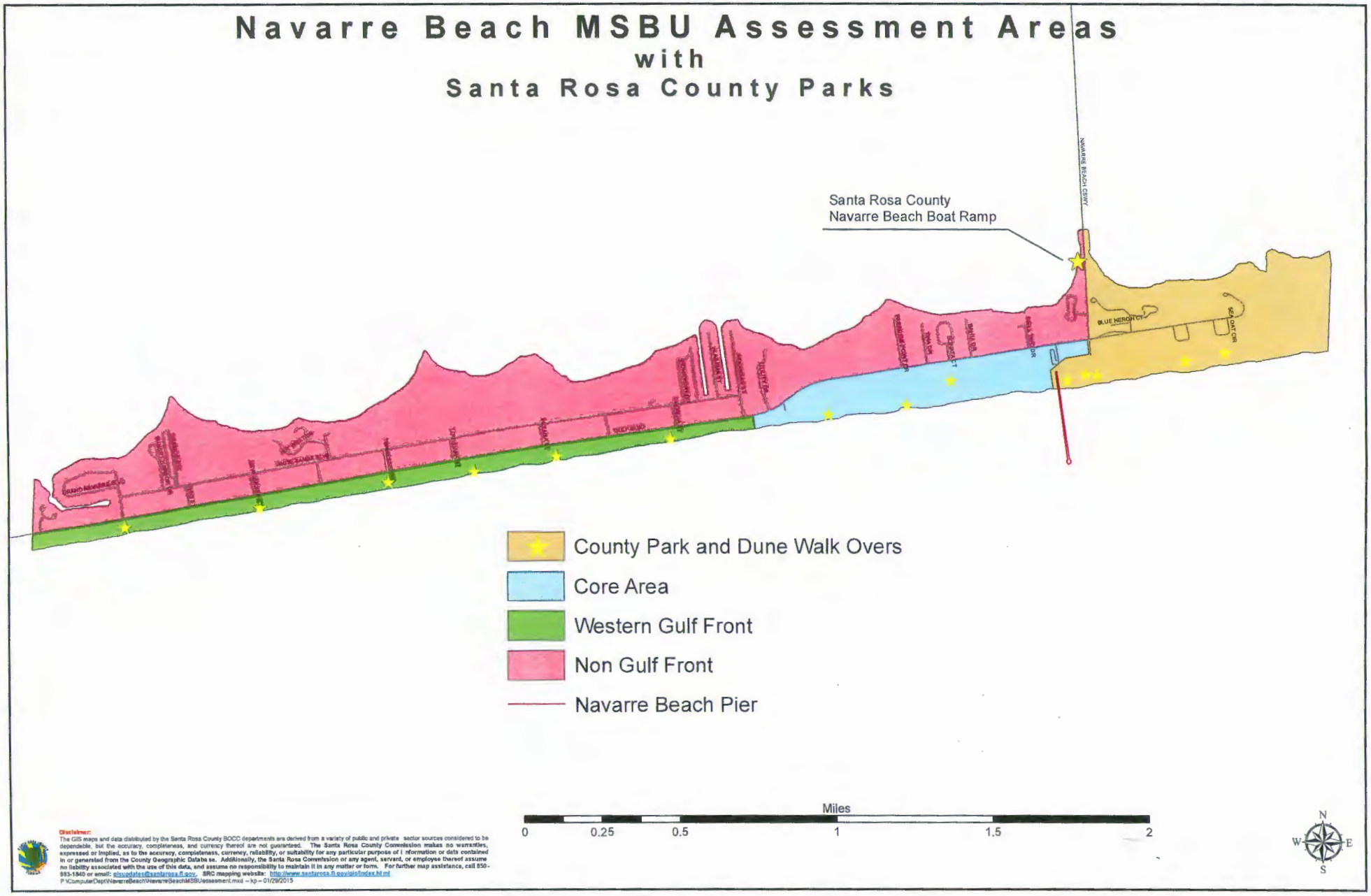
With the above as background, Chairman Salter directed Commissioner Rob Williamson and I to craft an equitable division of the local share currently estimated at $8,045,606. In our judgment an equal division of $4,022,803 between the county and the leaseholders is equitable.

Once the division of local share is determined by the Board, staff will work with Coastal Tech to develop the cost for each lot based on the allocation formula of the Navarre Beach lease areas as outlined in the 2006 study conducted for that renourishment. Attached is schematic of these assessment areas from that effort.

This matter will be on agenda for February 9, 2015 Committee-of-the-Whole meeting.

Location	Distance	%
NB Pier Gulf	965	4.33%
NB Park	3707	16.64%
Dune Walk Over 4	50	0.22%
Dune Walk Over 5	50	0.22%
Dune Walk Over 6	100	0.45%
Dune Walk Over 7	120	0.54%
Dune Walk Over 8	122	0.55%
Dune Walk Over 9	150	0.67%
Dune Walk Over 10	160	0.72%
Dune Walk Over 11	150	0.67%
Dune Walk Over 12	152	0.68%
NB County	5726	25.70%
NB Total	22282	

Navarre Beach MSBU Assessment Areas
with
Santa Rosa County Parks



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SANTA ROSA COUNTY
BOARD OF COMMISSIONERS

Santa Rosa Administrative Offices
6495 Caroline Street, Suite M
Milton, Florida 32570-4592

JAYER WILLIAMSON, District 1
ROBERT A. "BOB" COLE, District 2
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R. LANE LYNCHARD, District 5

HUNTER WALKER, County Administrator
ROY V. ANDREWS, County Attorney
JAYNE N. BELL, OMB Director

M E M O R A N D U M

TO: **Board of Commissioners**

FROM: **Hunter Walker, County Administrator**

DATE: **February 2, 2015**

SUBJECT: **Judicial Facility 2016 Election Cycle**

At the January 28, 2015 planning workshop, the Board directed staff to develop plan for placement of a referendum on a Local Option Sales Tax to fund the judicial facility during the 2016 election cycle focusing. The following is the tentative schedule for the 2016 State of Florida election cycle.

March 1 Presidential Preference Primary
August 20 Primary Election
November 8 General Election

At the workshop there was considerable discussion on location with the focus seemingly the downtown Milton site. First step is to determine the location for the facility, either confirming the downtown Milton site or determining process to locate a site.

If the downtown Milton site is selected the next step would be securing the additional five (5) or seven (7) parcels needed via contingent purchase agreement or option to purchase, whichever is mutually agreeable.

Secondly, it seems necessary to reengage HOK, Inc. to review options for reduction of the scale of the facility to exclude, for example, the offices of the States Attorney and Public Defender, renovation/use of existing facility, etc.

As directed, this item will be on agenda for Monday February 9, 2015 Committee-of-the-Whole meeting.

received
1-21-15

BOCC
Admin
Roy 4

Supervisor of Elections Santa Rosa County

Tappie A. Villane
Supervisor of Elections

6495 Caroline Street
Suite F
Milton, Florida 32570

Memorandum

To: Hunter Walker, Santa Rosa County Administrator
From: Tappie Villane, Supervisor of Elections T. Villane
Date: January 21, 2015
Re: Electronic Filing Requirement for Campaign Finance Reports

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I would like to request the Board adopt a resolution requiring all local campaign finance reports be filed electronically. Florida Statutes allow local governments to adopt resolutions requiring electronic filing of local campaign reports. By electronically filing, the information becomes more accessible to a wider audience in a searchable format allowing greater transparency.

The Elections Office has the ability to use a web based electronic system for campaign financing and this resolution would recognize the electronic report as the "Record Copy". This would ultimately eliminate the need for candidates or committees to duplicate efforts by printing, signing and mailing the report to the Elections Office by the reporting deadline.

There would be no budgetary impact due to the fact that the current website has a module with the capability for electronic filing. All of our neighboring counties currently have electronic filing in place and out of the 51 counties in the State of Florida that uses VR Systems as their website vendor, 49 currently use the electronic filing module.

I have attached Florida Statutes 106.07(2)(a)2 and 106.07(3) for your review. I have also attached examples of resolutions that were passed in Escambia and Highlands County.

Please let me know if you have any further questions or need any additional information.

CC: Roy Andrews, County Attorney

Phone: (850) 983-1900 • Fax: (850) 983-1829 • E-mail: villane@santarosa.fl.gov

SANTA ROSA COUNTY
BOARD OF COMMISSIONERS

Santa Rosa Administrative Offices
6495 Caroline Street, Suite M
Milton, Florida 32570-4592

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HUNTER WALKER, County Administrator
ROY V. ANDREWS, County Attorney
JAYNE N. BELL, OMB Director

M E M O R A N D U M

TO: Board of Commissioners

FROM: WW Hunter Walker, County Administrator

DATE: February 6, 2015

SUBJECT: Navarre Sports Complex Playground

Find attached information from Tammy Simmons and Commissioner Rob Williamson regarding purchase and installation of ADA compliant playground at Navarre Sports Complex Playground from J.A. Dawson and Company, Inc. in the amount of $238,973.33.

This originally was planned in two (2) phases, but Commissioner Williamson decided to proceed with both phases to minimize mobilization related costs.

SANTA ROSA COUNTY
BOARD OF COMMISSIONERS
Administrative Services/Parks Operations

JAYER WILLIAMSON, District 1
ROBERT A. "BOB" COLE, District 2
W.D. "DON" SALTER, District 3
ROB WILLIAMSON, District 4
LANE LYNCHARD, District 5

Santa Rosa Administrative Services
6075 Old Bagdad Highway
Milton, Fl 32570-4592

Hunter Walker, County Administrator
Roy V. Andrews, County Attorney
Jayne N. Bell, OMB Director

MEMORANDUM

DATE: February 4, 2015

TO: HUNTER WALKER, COUNTY ADMINISTRATOR

FROM: TAMMY C. SIMMONS, ADMINISTRATIVE SERVICES MANAGER

RE: NAVARRE SPORTS COMPLEX: ADA COMPLIANT 5-12 AGE PLAYGROUND – PHASE 1

Recommend the Board of County Commissioners authorize the purchase of playground equipment for the Navarre Sports Complex from J. A. Dawson & Company in the amount of $124,913.62. Purchase will be made utilizing U. S. Communities (http://www.uscommunities.org/about/founders-and-state-sponsors/) contract #110179 which is approved by the Florida State Purchasing Authority and complies with our ordinance.

Recommend budget amendment in the amount of $126,863.62 from District 4 recreation funds to purchase playground equipment, build a 12' x 24' pavilion and 2-picnic tables for Navarre Sports Complex as approved by District 4 Commissioner.

If you have questions, or need additional information, please contact me.

c/o J.A. Dawson & Company
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

QUOTE #59594

02/05/2015

Navarre Sports Complex Playground

Santa Rosa County Parks and Recreation
Attn: Tammy Simmons
6075 Old Bagdad Highway
Milton, FL 32570
Phone: 850-983-1858
Fax: 850-983-1861
tammys@santarosa.fl.gov

Ship To Zip: 32566

Quantity	Part #	Description	Unit Price	Amount
1	178749	Game Time - Owner's Kit	$50.00	$50.00
1	RDU	Game Time - 01759-D2 Custom PowerScape Ionix Hybrid Play Structure	$99,746.00	$99,746.00
1	RDU	Game Time - 01759-D3 Custom Panel and Hex Shade Structure - with Gizmo Panel, ThunderRing Panel, Fun Seat, Kinetic Spinner, Hand Cycler, Therapeutic Rings, and Train Whistle	$19,040.00	$19,040.00
1	5112	Game Time - SkyRun ZipLine 100'	$11,960.00	$11,960.00
1	5055	Game Time - Merry-Go-All	$4,672.00	$4,672.00
1	5057	Game Time - Double Arch Swing	$10,833.00	$10,833.00
1	91242	Game Time - Roller Table	$9,999.00	$9,999.00
3	3414	GT-Shade - 12 x 12 Sgl Pyramid 8' 90/10	$2,039.00	$6,117.00
4	1820	Game Time - Timbers Straight Leg Park Bench	$507.00	$2,028.00
120	EWF	Other Manufacturer - Cubic Yards of Engineered Wood Fiber Safety Surfacing	$22.00	$2,640.00
4395	PIP	GT-Impax - sq ft of Poured in Place Rubber Safety Surfacing - *50/50 color black mix, standard colors, 3.5" depth, includes compacted crushed stone sub-base.*	$15.95	$70,100.25
1	INSTALL	Game Time - Installation of Playground Equipment	$29,975.00	$29,975.00

US Communities contract #110179
Excavation of Area - Add $10,275.00 (Does not include haul off of excavated material)

SubTotal:	$267,160.25
Discount:	($34,445.76)
Freight:	$6,258.84
Total Amount:	**$238,973.33**

Contract: USC

UNLESS SPECIFICALLY INCLUDED, THIS QUOTATION EXCLUDES ALL EQUIPMENT ASSEMBLY AND INSTALLATION; SAFETY SURFACING; BORDERS AND DRAINAGE PROVISIONS, ALL SITE WORK AND LANDSCAPING; REMOVAL OF EXISTING EQUIPMENT; ACCEPTANCE OF EQUIPMENT AND OFF-LOADING AND STORAGE OF GOODS PRIOR TO INSTALLATION. SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF TERMS AND CONDITIONS ON ATTACHED PAGE. TERMS: NET 30 DAYS

Navarre Sports Complex Playground

QUOTE
#59594

02/05/2015

COLOR SELECTION
Plastic: _____ **Upright:** _____
Metal: _____ **Deck:** _____
Rock: _____ **Fabric:** _____
Acceptance of quotation:

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Purchase Amount: **$238,973.33**

Date: _____ Title: _____

Phone: _____ Facsimilie: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____(PLEASE PROVIDE A COPY OF CERTIFICATE)

Navarre Sports Complex Playground

QUOTE
#59594

02/05/2015

TERMS AND CONDITIONS OF SALE Required for Complete Order: Purchase Order or signed quote, 50% down and 50% net 30 after delivery or installation with credit approval or 100% payment with order, complete billing & shipping address w/ contact names and phone numbers, and color selections. Contractors provide fully executed bid/performance/payments bonds as applicable. Pricing: f.o.b. factory, firm for 30 days from date of quotation. Acceptance of this Transaction: constitutes entire agreement between buyer and seller. Failure to pay when agreed is basis for legal action to be taken. Buyer agrees to pay all legal costs for collection and reasonable attorney fees, and hereby waives rights of exemption as to personal property under the laws of the state of Alabama or any other state. In connection with this transaction, a finance charge will be imposed on the past due balance at an annual percentage rate of 18%, or 1-1/2% per month. Delivery Schedule: Upon written notification of order (with or without installation services) delivery will be made in appx. 45-60 days. Customer has 10 days after ordering to make request to delay ship date if site will not be ready. All efforts will be made to accommodate requests, but no change is guaranteed. Freight carrier is instructed to call 24 hours in advance to arrange delivery. Returned Goods: Returned goods are subject for a restocking fee of 30% in addition to both the outbound and inbound freight charges. Goods must be packaged to protect against damage in transit in accordance with best commercial practices. Labor and material costs to make returned goods merchantable will be deducted from any credit. Returned goods will not be accepted without an authorization number (RGA) assigned by J.A. Dawson & Co., Inc. To be eligible for credit, returned good must be received at manufacturer within 45 days of issuance of a returned goods authorization number. Unloading: Unless unloading service is contracted, unloading of delivery truck is responsibility of customer. Forklift may be required. If unloading, customer is responsible for accepting and noting any damages or shortages on the freight bill and inspecting/inventorying equipment upon receipt. Customer must notify our office immediately of any discrepancies. Freight carrier is instructed to call your designated contact 24 hours in advance to arrange delivery. If job site is not prepared and ready for installation when equipment delivers, any pre-existing unloading agreement is voided and customer is responsible for truck unloading and equipment storage. Additionally Insured: Any entity or person named as additionally insured, add $150.00 per each occurrence. TERMS AND CONDITIONS IF CONTRACTING INSTALLATION SERVICES Utilities: Customer is responsible for the location and marking of all underground utilities and sprinklers prior to installation. J.A. Dawson & Co., Inc. is not responsible for damages or repairs to any form of underground utility or sprinklers. Equipment Layout: To be as illustrated & accepted on submitted drawings. Any requested changes may result in additional charges. Site Conditions: Installation quotations are based on a prepared level surface (slope not to exceed 1/2" over 25'), and open truck access to the area. We require a 10' wide path into the site and unloaded equipment to be within 100'. Please notify estimator of site concerns to ensure proper quotation. If installation crew arrives and installation cannot be performed due to unprepared surface or inadequate access, an additional $1,500.00 will be charged for return trip. Pier spoils from installation shall be spread at site. Site will be left rough grade. Upcharge of $65.00 per hour per man plus necessary equipment rental will be added for installation in rock, concrete or existing asphalt. Removal of existing equipment, trees, etc. by others unless specifically contracted. Machinery Use: Installation requires the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc. be completed after installation of equipment and/or surfacing. J.A. Dawson & Co., Inc. is not responsible for damage to grass or other site features due to normal, necessary equipment use. Please notify estimator to discuss concerns prior to accepting quotation in case revisions are needed. Waste Disposal: Dumpster or approved dumping area must be provided for packaging and other waste during installation. J.A. Dawson & Co., Inc. is not responsible for removing waste from the property unless specifically contracted. Security: J.A. Dawson & Co., Inc. is pleased to supply & install your equipment in a timely, professional manner. Upon completion, the equipment is secured with tape to discourage play and allow concrete to dry for 72 hours. Premature play will cause equipment to become loose in the concrete footings. Customer is responsible for prohibiting access to equipment during this critical drying time. J.A. Dawson & Co., Inc. is not responsible for equipment that becomes loose in the concrete due to premature access or events beyond our control. If purchasing rubber safety surfacing, the 72 hour waiting period also applies. Premature access will leave imprints in rubber surfacing. Customer is responsible for security.

_____
J.A. DAWSON & CO., INC.

_____
DATE

_____
CUSTOMER

_____
DATE

J.A. Dawson
& Company
Your Total Recreation Resource

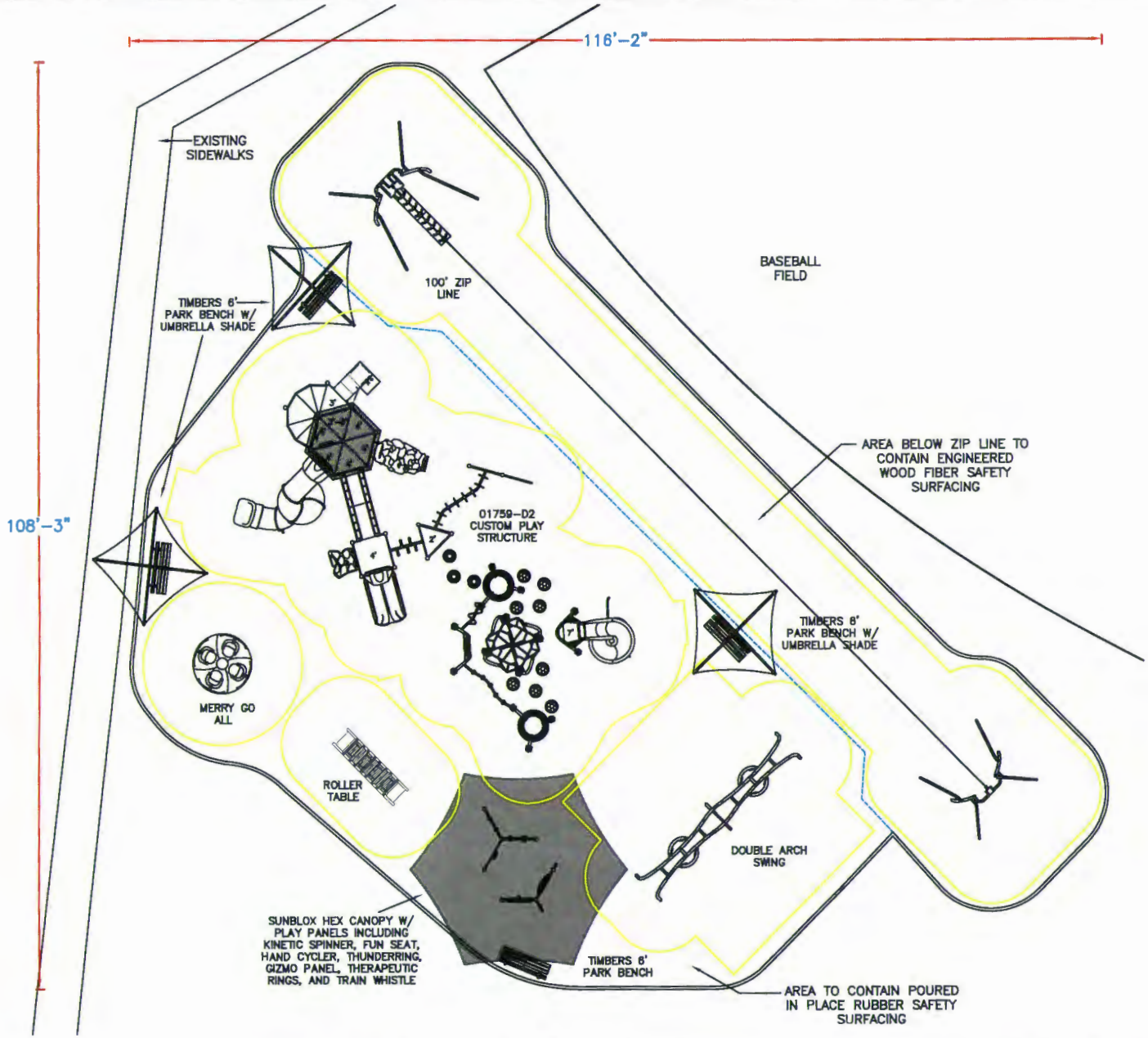
Navarre Sports Complex Playground

GameTime
A PLAYCORE Company

J.A. Dawson
& Company
Your Total Recreation Resource

Navarre Sports Complex Playground

GameTime®
A PLAYCORE Company



J.A.Dawson & Company
Your Total Recreation Resource

PO Box 1178
Pelham, AL. 35124
205.663.5058
800.221.8869
f. 205663.5012
www.jadawsonco.com

Navarre Sports Complex Playground

Project Manager: John Kilpatrick

This play equipment is recommended for children ages 5-12

Minimum Area Required: 109' x 117'

Scale: NTS

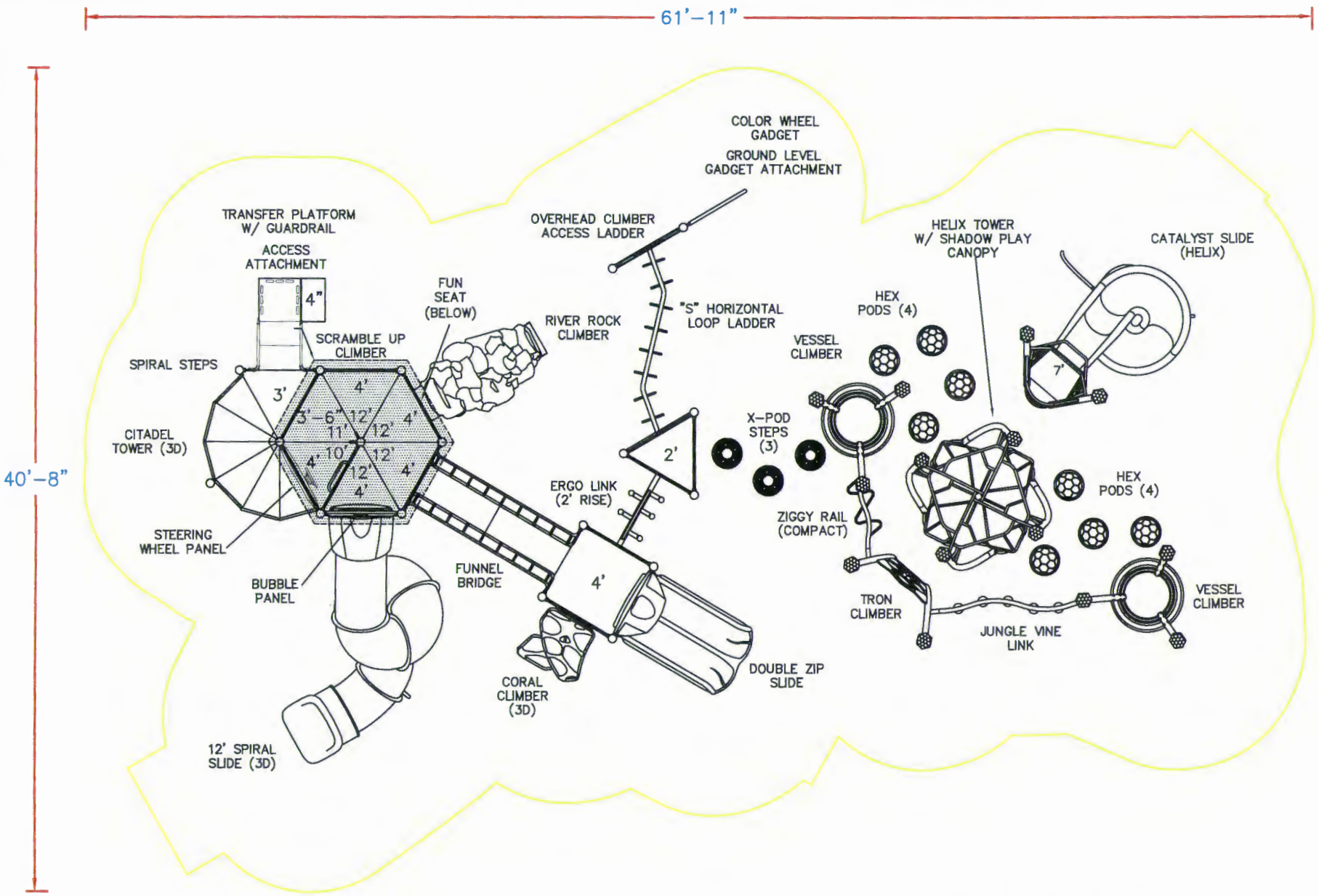
This drawing can be scaled only when in an 8 1/2" x 11" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: M. Isbell

Date: 2.5.2015

Drawing Name: 01759-A4



J.A.Dawson & Company
Your Total Recreation Resource

PO Box 1178
Pelham, AL. 35124
205.663.5058
800.221.8869
f. 205663.5012
www.jadawsonco.com

Navarre Sports Complex
Custom Play Structure

Project Manager:
John Kilpatrick

This play equipment is recommended for children ages
5-12

Minimum Area Required:
41' X 62'

Scale: NTS

This drawing can be scaled only when in an 8 1/2" x 11" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
M. Isbell

Date:
2.5.2015

Drawing Name:
01759-D2

Hunter Walker

From: Commissioner Rob Williamson
Sent: Thursday, February 05, 2015 3:43 PM
To: Tammy Simmons
Cc: Hunter Walker
Subject: Re: Navarre Sports Complex Phase 2

Let's go ahead with complete installation. We can save almost $10,000 by getting it done at one time let's save the money.

At your service,

Rob Williamson
Santa Rosa County Commissioner
District 4
850.529.2525 c
850.983.1877 w

On Feb 5, 2015, at 1:47 PM, Tammy Simmons <TammyS@santarosa.fl.gov> wrote:

> Total savings = $8,585.75: $3,800 in install, $4,785.75 for the reduction in the amount of Engineered Wood Fiber (EWF).
>
> ---
>
> **From:** Melissa Isbell [mailto:misbell@jadawsonco.com]
> **Sent:** Thursday, February 05, 2015 1:39 PM
> **To:** Tammy Simmons
> **Cc:** John Kilpatrick
> **Subject:** RE: Navarre Sports Complex Phase 2
>
> Tammy,
>
> Attached are the updated quote, drawings, and rendering for the Navarre Sports Complex. Let us know if you need anything else.
>
> Thank you,
> Melissa Isbell, CPSI
> Designer
>
> misbell@jadawsonco.com
> 205.663.5058 - **1.800.221.8869**
> J.A. Dawson & Co. www.jadawsonco.com
>
> **Keep up with products, promotions and industry trends - Join our email list!** Follow us:

From: Tammy Simmons [mailto:TammyS@santarosa.fl.gov]
Sent: Thursday, February 05, 2015 10:57 AM
To: Melissa Isbell
Subject: RE: Navarre Sports Complex Phase 2

Thanks Melissa!

From: Melissa Isbell [mailto:misbell@jadawsonco.com]
Sent: Thursday, February 05, 2015 10:31 AM
To: Tammy Simmons
Subject: RE: Navarre Sports Complex Phase 2

Tammy,

I just talked to Patrick and I will be able to get you the combined quote and renderings by the end of the day.

Thank you,
Melissa Isbell, CPSI
Designer

misbell@jadawsonco.com
205.663.5058 - **1.800.221.8869**
J.A. Dawson & Co. www.jadawsonco.com

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From: Tammy Simmons [mailto:TammyS@santarosa.fl.gov]
Sent: Thursday, February 05, 2015 7:17 AM
To: Melissa Isbell
Cc: John Kilpatrick
Subject: FW: Navarre Sports Complex Phase 2

Sounds like Commissioner Williamson is now asking for one price, one install, for both phases?

From: Commissioner Rob Williamson
Sent: Wednesday, February 04, 2015 8:30 PM
To: Tammy Simmons
Subject: Re: Navarre Sports Complex Phase 2

Tammy,
Ask the company if they would offer a discount if we installed both phases at one time.
There would only be one mobilization cost.

Also, just to clarify, the phase 2 price of $122k includes the pour in place foundation correct?

At your service,

AGREEMENT FOR SERVICES

THIS AGREEMENT made this ___day of _____, 2015, by and between Santa Rosa County, Florida, acting by and through its Board of County Commissioners (the "County"), and Lutheran Services of Florida, Inc., a Florida corporation, (the "Teen Court "), whereby the parties hereto for and in consideration of the mutual covenants and agreements hereinafter expressed, do agree as follows:

1. The term of this Agreement shall be from October 1, 2014 to September 30, 2015.

2. The Teen Court shall provide a pre-trial diversion program for teenagers, including a weekly courtroom event in which mini-trials will be held for teenage volunteer juries to determine appropriate punishments for misbehaving teenagers. The Teen Court shall be operated in accordance with the direction of the appropriate Circuit Court Judge and/or State Attorney's Office.

3. The Teen Court shall provide the County with a copy of any and all City, State, Federal and other audits or other forms or reports relative to the expenditure of funds by Teen Court for the accomplishment of the objectives of the Teen Court.

4. The Teen Court hereby agrees to an audit by the County at any time the County demands and at the expense of the County.

5. For the services provided herein, the County shall pay to the Teen Court the funds generated from October 1, 2014, to September 30, 2015, by the fee imposed by Ordinance 2006 – 20.

IN WITNESS WHEREOF, this Agreement has been executed by the County and the Teen Court this ___ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
OF SANTA ROSA COUNTY, FLORIDA

_____
Don Salter, Chairman

ATTEST:

_____
Clerk of Court

BCC approved February 12, 2015

LUTHERAN SERVICES OF FLORIDA, INC.

_____
Executive Director

WITNESSES:

_____
Printed Name:_____

_____
Printed Name:_____

Santa Rosa County
Board of County Commissioners

Sheila Harris, Special Projects/Grants Director
6495 Caroline Street, Milton, FL. 32570-4978, Phone (850) 983-1848 / Fax (850) 983-1944

MEMORANDUM

TO: Hunter Walker

DATE: February 4, 2015

FROM: Sheila Harris

RE: Homeowner Agreement for Elevation Project at 3135 Harrison St

---

As approved by the Board at the December 11, 2014 commission meeting, the county has entered into a grant agreement with the State of Florida Division of Emergency Management on behalf of the property owner located at 3135 Harrison St in Milton to elevate the home in order to prevent repetitive flood damages. Attached is the agreement between the county and homeowner for board approval.

In summary, the agreement describes the process and procedures by which the homeowner will arrange to have their home elevated and other program requirements.

Please let me know if you have any questions regarding this request.

FLOOD MITIGATION PROJECT AGREEMENT

THIS FLOOD MITIGATION ASSISTANCE PROJECT AGREEMENT (the Agreement) is entered into this ____ day of _____, 2015 (hereinafter referred to as the "Effective Date") by and between **Santa Rosa County, Florida**, (hereinafter referred to as the "County") and **Delbert B. Crawford and Rosemary P. Crawford, husband and wife,** (hereinafter referred to as the "Recipient").

WHEREAS, the United States Congress, through an appropriation to the Federal Emergency Management Agency (FEMA), has made available to the County, Flood Mitigation Assistance Grant program funds (FMA) for flood mitigation projects; and

WHEREAS, the goals of the FMA program include assisting States and communities participating in the NFIP in reducing or eliminating the long-term flood risks to severe repetitive loss properties; and

WHEREAS, the County, on behalf of the Recipient, has applied for and had approved, FMA program funds (herein "Program Funds") to elevate the home owned by the Recipient and located at **3135 Harrison St, Milton, FL 32583;** and

WHEREAS, the Recipient represents that he possesses the requisite skills, knowledge, financial capability and experience to perform the flood mitigation Project and other activities as provided herein, and now therefore;

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS MADE AND AGREED UPON TO BE KEPT HEREIN, THE COUNTY AND THE RECIPIENT DO MUTUALLY AGREE AS FOLLOWS:

(1) <u>SCOPE OF WORK, REPRESENTATIONS AND WARRANTIES:</u>

1.01 The Recipient shall fully perform the flood mitigation Project attached hereto as Attachment A, A-1 and A-2 (herein the "Project"), in accordance with the approved scope(s) of work indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. Recipient shall comply with all applicable codes and standards in performing the work under this Agreement.

1.02 Recipient represents and warrants that the structure proposed for assistance from this Agreement is currently covered by a flood insurance policy, and shall remain so insured for the life of the property. Recipient represents and warrants that the proposed Project described in Attachment A-2 is cost-effective, i.e., costs no more than the anticipated net present value of the reduction in both direct damages and subsequent negative impacts to the area if future floods were to occur.

1.03 In performing the Scope of Work Recipient agrees to ensure performance of all activities described in Attachment A, A-1 and A-2 to the satisfaction of the County.

1.04 Recipient represents and warrants that the Project must be completed to at least three (3) feet above the Base Flood Elevation (BFE) or an Advisory Base Flood Elevation (ABFE) or higher if required by any state law or local ordinance, and in accordance with criteria established in the 2013 Hazard Mitigation Guidance available at http://www.fema.gov/media-library/assets/documents/33634?id=7851.

1.05 Recipient represents and warrants that the Project elevation activities must result in an approximation of the original square footage of the structure. The square footage of all resulting structures shall be no more than 10 percent greater than that of the original structure. The final square footage will be verified at the time of subgrant closeout for compliance with this requirement.

1.06 Recipient shall submit to the County a Certificate of Occupancy and Final Elevation Certificate for each structure in the Project to certify that the structure is code compliant. A copy of a recorded deed for each property including the mitigation project deed requirements shall be submitted to the County. In addition, a certification from a building official or licensed design professional verifying the structure was elevated to the minimum requirements of the Floodplain Management Ordinance of Santa Rosa County, Florida, will be submitted. These documents shall be submitted before closeout can be completed.

1.07 Recipient represents and warrants that when the Project is implemented, all structures that will not be demolished or relocated out of the Special Flood Hazard Area (SFHA) must be covered by an NFIP flood insurance policy to an amount equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

1.08 Recipient represents and warrants that the Project must follow all applicable state, local and federal laws, regulations, requirements, and that the Recipient will obtain (before starting Project work) and comply with all required permits and approvals. If start of work is delayed for a year or more after the date of Attachment A-1, then coordination with and project review by the appropriate regulatory agencies must be redone.

1.09 Recipient represents and warrants that any change, addition, or supplement to the approved Project Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time) will require re-submission of the application to FEMA for the National Environmental Policy Act (NEPA) re-evaluation before starting Project work.

(2) FUNDING

2.01 The parties agree that the monetary amount to mitigate the Recipient's home at **3135 Harrison St, Milton, FL 32583** is approximately **$ 171,000.00**, as detailed in Attached A-2. The parties further agree that this agreement is a cost-reimbursement agreement. The County shall provide Flood Mitigation Assistance Grant program funds in an amount not to exceed **$171,000.00** to assist in the mitigation of the Recipient's home. The County shall be reimbursed for Flood Mitigation Assistance Grant program eligible costs up to an amount not to exceed

$171,000.00 incurred in the satisfactory performance of work required to complete the Project. The federal share of eligible grant expenditures is 100% therefore Recipient has no match requirement. Unless prior approval is granted, recipient is responsible for any expenditures exceeding the approved federal share and any project related expenditures that are not identified as eligible as detailed within Attachment A-2. **The County will reimburse the Recipient for any allowable costs incurred by the Recipient related to the project once applicable county permit inspections are performed and work is accepted by the Recipient and the County.**

2.02 Allowable costs shall be determined in accordance with the OMB Circular A-87, 44 Code of Federal Regulations (CFR) Part 78, 44 CFR, Part 13, and other applicable Hazard Mitigation program guidance. The reimbursement payment shall be provided upon request from the Recipient as each phase of the project is completed and approved by the County building inspection department and submittal of required receipts from the Recipient.

2.03 The final payment of funds will be made only after Project completion, submission of all required documentation and a formal request for final payment. Payment and retention of all funding under this Agreement is subject to final review. Should the funding agency refuse to reimburse the County for items determined by the funding agency to be ineligible expenses, the Recipient shall be determined in non-compliance with this Agreement and funds shall be repaid or recaptured.

2.04 In recognition that the Recipient will have and receive full value and benefit from the Project, the Recipient waives any claim whatsoever to Project funds not received by the County from other funding sources for any reason including failure of the County to comply with program requirements, non-appropriation or any other reason irrespective of the County's fault or negligence.

2.05 The amount of funding available for Flood Mitigation Assistance program activities is limited by the National Flood Insurance Reform Act, 42 USC 41 04c. The funding provided under this Agreement shall be considered in evaluating eligibility for future Flood Mitigation Assistance program funding awards.

2.06 Funds may be recaptured from the Recipient by the County or FEMA in the event of non-compliance with the terms and conditions of this Agreement. The Recipient consents and agrees that in the event of a final determination of non-compliance, the Recipient shall immediately remit repayment of the ineligible expenses to the County. In the alternative, any other funds due and payable to the Recipient from either FEMA or the County may be retained by the County or FEMA for purposes of recapture. Recapture may result from any non-compliance, including but not limited to (1) failure to provide the required matching funds; (2) failure to complete the Project within the specified time or failure to complete the Project in accordance with applicable provisions of this Agreement, FEMA regulations, or other applicable law or guidance. Any Recipient who has had funds recaptured under the Flood Mitigation Assistance Program shall be ineligible for future funding for a period of five (5) years from the date the funds were withdrawn.

2.07 The Coastal Barrier Resources Act (COBRA) significantly limits the availability of Federal assistance in areas designated within the Coastal Barrier Resources System. The Recipient represents and warrants that no funds from this Agreement will be utilized in a COBRA designated unit.

(3) INCORPORATION OF LAW, RULES, REGULATIONS AND POLICIES

3.01 Both the Recipient and the County shall be governed by applicable federal, state and local laws, rules, regulations and agreements.

(4) PERIOD OF AGREEMENT

4.01 The term of this Agreement shall commence upon the Effective Date, and shall remain in full force and effect as to its provisions, terms and conditions until January 9, 2017, unless terminated earlier in accordance with the provisions of paragraphs (7) or (11) of this Agreement.

(5) MODIFICATION OF CONTRACT

5.01 Either party may request modification of the provisions of this Agreement. Changes which area mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto and attached to the original of this Agreement.

(6) RECORDKEEPING, PROCUREMENT AND PROPERTY MANAGEMENT

6.0.1 All original records pertinent to this Agreement shall be retained by the Recipient for three (3) years following the date of termination of this Agreement or of submission of the final close-out report by the County, whichever is later, with the following exception:

> If any litigation, claim or audit is started before the expiration of the three-year period and extends beyond the three-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

6.02 All records, including the supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work -- Attachment A, A-1 & A-2, -- and all other applicable laws and regulations. The Recipient agrees to implement and maintain a recordkeeping and financial management system sufficient to meet FEMA and State of Florida financial reporting requirements and to document that Flood Mitigation Assistance program funds have been used in accordance with applicable law.

6.03 The Recipient, its employees or agents including all subcontractors or consultants to be paid from funds provided under this Agreement shall allow access to his records at reasonable times to the County, its employees or agents. "Reasonable" shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the County. To the extent that the Recipient uses the services

of subcontractors and consultants in the performance of the Recipient's duties and obligations under this Agreement, this Section 6.03 must be contained in any subcontract or consultant agreement.

(7) REPORTS

7.01 The Recipient shall keep in close contact with the County and will notify the County of any contact information or Project circumstance changes. The County will issue official letters, call official meetings and require documentation to be submitted on a periodic basis. Recipient will provide a prompt response to the County to ensure Project timelines are met and compliance with the state and federal government are achieved.

7.02 If all required documentation and cooperation are not provided by the Recipient to the County, the County may withhold further payments until such documentation and cooperation are completed or the County may take such other action as set forth in paragraph (11). The County may terminate the Agreement with the Recipient if reports are not received within thirty (30) days after written notice from the County.

7.03 Upon reasonable notice, the Recipient shall provide such additional Project updates or information as may be required by the County. "Reasonable notice" shall be defined as ten (10) business days.

(8) MONITORING

8.01 The Recipient shall constantly monitor the project performance under this Agreement to ensure that time schedules are being met; the Scope of Work is being accomplished within specified time periods and other performance goals are being achieved. Such a review shall be made for each function or activity as set forth in Attachment A, A-1 & A-2 to this Agreement and the terms and conditions of the Agreement. The County may perform on-site or other types of Project monitoring as it deems necessary. Should activities or deliverables be found to be insufficient in meeting the stated terms of this contract, the County may request explanations, amendments or further specifications to the submitted report to which the Recipient shall promptly respond.

(9) LIABILITY

9.01 The Recipient agrees to be fully responsible for his own negligent acts or omissions or tortuous acts. Northing herein shall be construed as consent by the County or a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

9.02 The Recipient represents and warrants that hazardous and toxic materials, if present at any locations where the Project will be performed, are at levels within regulatory limits and do not trigger action by the Federal, State or local laws or regulations. The Recipient further represents and warrants that the presence of any condition(s) or material(s) on site, which is subject to Federal, State or local laws or regulations (including but not limited to: above ground or

underground storage tanks or vessels, or asbestos, pollutants, irritants, pesticides, contaminants, petroleum products, waste, chemicals and septic tanks), shall be handled and disposed of in accordance with the pertinent requirements.

(10) GENERAL INDEMNIFICATION

10.01 General *Tort Indemnity.* The Recipient agrees to and will at all times indemnify, save and hold harmless the County from all liability and claims, demands, damages and costs of every kind and nature, including attorney's fees at trial or appellate levels, and all court costs arising out of injury to or death of persons and damages to any and all property including loss of use thereof resulting from or in any manner arising out of the Recipient's relationship with its employees, agents, contractors, and/or subcontractors, or those under their control's performance under this Agreement, excepting only liability resulting from the sole negligence of the County. The Recipient shall, upon request from the County, defend and satisfy any and all suits arising from its use of the premises.

10.02 *Environmental Indemnity.* The Recipient agrees to and will at all times indemnify, defend and hold harmless the County from including, without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the actions or activities of the Recipient, its employees, agents, contractors, and/or subcontractors, or those under their control that result in a violation of any environmental law, ordinance, rule or regulation or that leads to an environmental claim or citation or to damages due to such actions or activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Agreement by the Recipient , its employees, agents, contractors, and/or subcontractors, or those under their control at any time or on prior to the day and year first above written or (c) any bodily injury,(including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property) or other damage of or to any person in any way arising from any hazardous activity conducted by the Recipient, its employees, agents, contractors, and/or subcontractors, or those under their control. The County will be entitled to control any remedial action, any proceeding related to an environmental claim.

10.03. Violation of *Laws Indemnity.* The Recipient agrees to and will at all times indemnify, defend and hold harmless the County from including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or based upon the violation of any federal, state or municipal laws, statutes, ordinances, resolutions, rules or regulations, by the Recipient, its employees, agents, contractors, and/or subcontractors, or those under their control.

10.04 *Breach of Representations, Warranties and Obligations Indemnity.* The Recipient agrees to and will at all times indemnify, defend and hold harmless the County from including, without

limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Recipient, its employees, agents, contractors, and/or subcontractors, or those under their control pursuant to this Agreement or (b) any breach of any covenant or obligation of the Recipient, its employees, agents, contractors, and/or subcontractors, or those under their control set forth in this Agreement or any other certificate, document, writing or other instrument delivered by the Recipient, its employees, agents, contractors, and/or subcontractors, or those under their control pursuant to this Agreement.

(11) DEFAULT, REMEDIES, TERMINATION

11.01 If any of the following events occur ("Events of Default"), all obligations on the part of the County to make any further payment of funds hereunder shall, if the County so elects, terminate and the County may at its option exercise any of the remedies set forth herein; the County may take, any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further payment:

11.01.01. If any warranty or representation made by Recipient in this Agreement or any previous Agreement with the County shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the County, and has not cured such in timely fashion or is unable or unwilling to meet its obligations thereunder;

11.01.02 If Project funds from mortgage lenders or other sources are not received because of defaults in the mortgages, construction loan agreements, or other loan documents used for the Recipient's funding of the Project;

11.01.03. If any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete or insufficient information;

11.01.04. If the Recipient failed to perform and complete in a timely fashion any of the Project work required under the Budget and Scope of Work attached hereto as Attachment A, A-1 & A-2;

11.01.05. If the necessary funds are not available to fund this Agreement as a result of action by the County, Legislature, the State of Florida Office of the Comptroller or the Office of Management & Budget.

11.02 Upon the happening of an Event of Default, then the County may, at its option, upon written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any

one of the following remedies shall not preclude the County from pursuing any other remedies contained herein or otherwise provided at law or in equity:

11.02.01. Terminate this Agreement, provided that the Recipient is given at least fifteen (15) days prior to the written notice of such termination. The notice shall be effective when placed in the United States mail, postage prepaid by registered or certified mail-return receipt requested to the address set forth in paragraph (12) herein;

11.02.02. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

11.02.03. Withhold or suspend payment of all or any part of a request for payment;

11.02.04. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, Recipient to reimburse the County for the amount of costs incurred for any items determined to be ineligible; and,

11.02.05. Exercise any other action or remedies which may be otherwise available under law.

11.03 The County may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misrepresentation in the grant application; misuse of funds; fraud, lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter or other material forming part of the Project documents.

11.04 The Recipient shall return funds to the County if found in non-compliance with laws, rules, and regulations governing the use of the funds made available pursuant to this Agreement.

11.05 This Agreement may be terminated by the written mutual consent of both parties.

11.06 Notwithstanding the above, the Recipient shall not be relieved of liability to the County by virtue of any breach of Agreement by the Recipient. The County may withhold any payments to the Recipient, from this or any other agreement between the Recipient and the County, for purpose of set-off until such time as the exact amount of damages due the County from the Recipient is determined.

(12) NOTICE AND CONTACT

12.01 All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery or first class mail, certified mail or return requested to the representative identified below and the said notification attached to the original of this Agreement.

12.02 The name and address of the County contract manager for this Agreement is:

Name:	**Sheila Harris**
Address:	**6495 Caroline Street**
	Suite H
	Milton, FL 32570
Telephone:	**(850) 983-1848**

12.03. The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Name of Recipient:	**Delbert B Crawford**
	Rosemary P Crawford
Address:	**3135 Harrison St**
	Milton, FL 32583
Telephone:	**(850) 207-2140**

12.04. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in Section 12.02 and 12.03 above.

(13) OTHER PROVISIONS

13.01. The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Recipient in the Application, in any subsequent submission or response to the County request or in any submission or response to fulfill the requirements of the Agreement and such information, representations and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall at the option of the County and with thirty (30) days of written notice to the Recipient, cause the termination of this Agreement and the release of the County from all its obligations to the Recipient.

13.02. This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall lie in Santa Rosa County. If any provision hereof is in conflict with any applicable Statute or Rule or is otherwise unenforceable, then such provision shall be deemed severable but shall not invalidate any other provision of this Agreement.

13.03 No waiver by the County of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the County hereunder, or affect the subsequent exercise of the same right or remedy by the County for any further or subsequent default by the Recipient. Any power approval or disapproval granted to the County under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

13.04. The Agreement may be executed in any number of counterparts any one of which may be taken as an original.

(14) FINANCIAL REQUIREMENTS

14.01. The Recipient agrees to maintain receipts and other documents in order to account for the receipt and expenditure of funds under this Agreement.

14.02. These records shall be available at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the County. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday.

14.03 The Recipient shall also provide the County with the records, reports, or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

14.04 The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this contract for a period of three (3) years after the date of the submission of the final expenditure report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

(15) SUBCONTRACTS

15.01. If the Recipient subcontracts any or all of the work required under this Agreement, the Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the County.

15.02. The Recipient agrees to include in the subcontract that the subcontractor shall hold the County and the Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work with the County.

15.03 Contractual arrangements shall in no way relieve the Recipient of his responsibility to ensure that all funds issued pursuant to this Agreement be administered in accordance with all State and Federal requirements.

(16) TERMS AND CONDITIONS

16.01. The Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by either party hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding.

(17) ATTACHMENTS

17.01. All attachments to this Agreement are incorporated as if set out fully herein.

17.02. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling but only to the extent of such conflict or inconsistency.

17.03. This Agreement has the following attachments:

Attachment A	Contract between Santa Rosa County and Florida Division of Emergency Management
Attachment A-1	FEMA Award Letter
Attachment A-2	Budget and Scope of Work for Individual Residence
Attachment B	Program Statutes and Regulations
Attachment C	Statement of Assurances

(18) STANDARD CONDITIONS

18.01 The Recipient agrees to be bound by the following standard conditions:

18.01.01. The State of Florida's performance and the County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and subject to any modification in accordance with Chapter 216 and Chapter 252.37, F.S. or the Florida Constitution.

18.01.02. If otherwise allowed under this Agreement, extension of an Agreement for contractual services shall be in writing for a period not to exceed three (3) months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria set forth in the Agreement for completion is due to events beyond the control of the Recipient. Any extension of the Agreement is conditional and based upon the willingness of the State and Federal agencies to extend their agreements with the County to accommodate an extension of this Agreement.

18.01.03 All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(19) STATE LOBBYING PROHIBITION

19.01. No funds or resources received from the County in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or the County of Santa Rosa.

(20) LEGAL AUTHORIZATION

20.01. The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement, and that the undersigned are all persons having legal or equitable title to the property on which the Project is being accomplished.

(21) ASSURANCES

21.01. The Recipient shall comply with the Statement of Assurances incorporated as Attachment C. Failure of the Recipient to comply with the Program Statutes, Executive Orders, agreements and regulations in Attachment C of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement.

(22) SECTION HEADINGS

22.01. Section headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

(23) CONSTRUCTION

23.01. Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as *"Fortius Contra Preferentum"* shall not be applied to the interpretation of this Agreement.

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

RECIPIENT

By: _____
Name: **Debert B Crawford**
Date: _____

RECIPIENT

By: _____
Name: **Rosemary P Crawford**
Date: _____

WITNESS:

By: _____
Printed Name: _____
Date: _____

WITNESS:

By: _____
Printed Name: _____
Date: _____

WITNESS:

By: _____
Printed Name: _____
Date: _____

WITNESS:

By: _____
Printed Name: _____
Date: _____

SANTA ROSA COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

_____
Clerk of Court

DATE: _____

LEASE AGREEMENT FOR WORK SPACE

This Lease Agreement is entered into on February ___, 2015, by and between **Santa Rosa Kids House, Inc.** (hereinafter referred to as the "Landlord") and **Santa Rosa County on behalf of the Guardian Ad Litem** (hereinafter referred to as the "Tenant").

In consideration of the covenants, representations and warranties set forth below, the parties agree as follows:

1. **THE PREMISES.** Landlord hereby agrees to lease to Tenant the following described premises:

1783 square feet, located at 5643 Stewart Street, Milton, Florida, to house members of the Guardian ad Litem Program assigned to work child abuse cases and for no other purpose without the prior written consent of Landlord.

2. **TERM.** The term of this lease shall commence on March 1, 2015 and terminate on February 29, 2016.

3. **RENT.** Tenant shall pay Landlord annual rent in the amount of Eleven Dollars and Eighty Five Cents ($11.85) per square foot of rentable space. Rentable space shall consist of the agency office plus a prorated share of common area. Additionally, Tenant shall pay Landlord a monthly fee of Twenty Five Dollars ($25.00) per telephone used by Tenant. Annual rent of Twenty One Thousand One Hundred and Twenty Eight dollars and fifty five cents ($21,128.55) shall be divided by twelve (12) and shall be paid on the first day of each month during the term of this lease, with said payments to be made by personal delivery or by mailing by United States mail to the Landlord's office, postmarked no later than the first day of each month during the term of the lease. The Tenant shall be responsible for all sales or other use tax purposes by any governmental authority, if any.

4. **PARKING.** It is agreed that Tenant employees, customers, guests and invitees shall have the right to park, without charge, throughout the original term of this lease and any renewal term hereof on any parcel adjacent to the building.

5. **USE.** Tenant shall use the premises as an office through which services will be delivered in association with child abuse investigation, prosecution and/or treatment. The premises shall not be used for any other purpose without prior written consent of the Landlord. Tenant agrees that no use consuming abnormally high utility or other service costs shall be permitted in the premises.

Personnel assigned to the office will have unlimited access (24 hours per day) to the building.

6. **COMPLIANCE.** Tenant agrees to observe all laws and governmental regulations applicable to its use of the premises.

7. **ALTERATIONS**. Tenant agrees that except for the Tenant improvements contemplated herein, they will make no alterations to the premises without the prior written consent of the Landlord.

8. **FACILITY MANAGEMENT PLAN**. Tenant agrees to adhere to policies and procedures as outlined Facility Management Plan. A copy of same is attached hereto.

9. **HAZARDS**. Tenant shall not use, nor permit to be used, the premises for any purpose which shall increase the existing rate of insurance upon the building, or cause the cancellation of any insurance policy covering said building, or sell or permit to be kept, used or sold in or about said premises any article which may be prohibited by Landlord insurance policies. Tenant shall not commit any waste upon the premises, nor cause any public or private nuisance or other act which may disturb the quiet enjoyment of any other tenant, nor shall Tenant allow said premises be used for any improper, immoral, unlawful or unsafe purpose, including, but not limited to, the storage of any flammable material, nor shall Tenant use any apparatus, machinery or devise in or on said premises which shall make any noise or set up any vibration which can be detected by other tenants, or which shall in any way be a detriment to said building. Tenant further agrees that except for the tenant improvements contemplated herein, Tenant will not install or construct within the premises or building electrical wires, water or drain pipes, machinery to other permanently installed devices, including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior consent of Landlord.

10. **CARE OF THE PREMISES**. Tenant agrees to take good care of the premises.

11. **LIABILITY**. Tenant agrees that Landlord shall not be liable for any damages or injury to persons or property out of the use of the premises by Tenant employees, invitees or visitors except that occasioned by the negligence or act of Landlord employees, servants, contractors, or subcontractors. Tenant will indemnify and hold Landlord harmless from any and all claims and/or loss on account of any such damage or injury; but Tenant shall not be liable for any damage or injury occasioned by any failure of Landlord to comply with their obligation hereunder or by reason of the negligence of Landlord employees, servants, contractors or subcontractors.

12. **RIGHT TO INSPECT**. Tenant agrees to permit Landlord and its authorized representatives to enter allotted space at any time for the purpose of inspecting the same, or for the making of any necessary repairs for which Landlord is responsible or feels are necessary for the safety and preservation of the premises or for the performance of any work therein which may be necessary to comply with any laws or regulations of any public authority.

13. **REPAIRS AND MAINTENANCE**. Landlord agrees that it shall at its cost and expense, maintain the parking area described in paragraph 4, the parcel in which the premises is located, the building in which the premises are located, and the premises, and every part thereof, in good, first class condition, except that Tenant shall make any repairs or replacement necessitated by damage caused by Tenant or its employees, agents, invitees or visitors. Provided, however, if Tenant fails to make such repairs or replacements promptly, Landlord may, at its sole option, make such repairs or replacements after at least ten (10) days prior written notice to Tenant and Tenant shall repay the cost thereof to Landlord on demand.

14. **UTILITIES**. Landlord agrees to provide at its expense, to or for the premises, adequate heat, electricity, water, air conditioning, replacement lighting tubes and bulbs, trash removal service, and sewage disposal service. Landlord agrees to provide telephone lines and telephones to tenant for the rental amount set forth in paragraph 3 herein. In the event of any interruption or malfunction for any reason of any utility or service; however, such interruption or malfunction, if restored within a reasonable time, shall not entitle Tenant to be relieved from any of its obligations hereunder, or grant Tenant the right of setoff or recoupment of rent, or be considered to be a breach by Landlord of any damage. Should any of the equipment or machinery break down, or for any cause beyond the reasonable control of the Landlord cease to function properly, Landlord shall use reasonable diligence to repair same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting therefrom for the length of time reasonable required for the repair thereof.

15. **DESTRUCTION OF PROPERTY**. If at any time during the term of this lease, the premises or any part of the building or parcel shall be damaged or destroyed by fire in such a way as not to render the same unfit for the conduct of Tenant business or so as not to injure Tenant business, then Landlord shall promptly and through the exercise of reasonable diligence repair and restore such damage, at Landlord expense, to the condition in which they existed immediately prior to the damage or destruction. In such case there shall be no abatement of rent.

16. **ASSIGNMENT AND SUBLETTING**. Tenant may not sublet or assign its interest hereunder. In the event that this lease is terminated as herein permitted, Landlord shall refund to Tenant any prepaid rent (accrued as of the date of damage or destruction) less any sum then owing Landlord by Tenant. If Landlord is required hereunder to repair or reconstruct the premises, then the lease term shall be extended by a period of time equal to the period of time reasonably required to complete such repair and construction.

17. **DEFAULT**. Should Tenant at any time be in default on the payment of rent or other monetary obligation, and if said default continues for a period of ten (10) days after written notice from Landlord, or should Tenant be in default in the performance of other of its obligations herein and should such default continue for thirty (30) days after written notice thereof from Landlord specifying the particulars of such default; or should Tenant vacate and abandon the premises, then and in any such events, the Landlord besides other rights or remedies it may have, shall, at its option, have the immediate right of reentry and after five (5) days prior written notice to Tenant, may remove all persons and property from the premises. Such property may be removed and stored at a public warehouse or elsewhere at the cost of, and for the account of Tenant.

Should the Landlord select to remove the renter, this lease shall be deemed terminated, provided however, the Landlord shall be entitled to damages against Tenant for the measure of damages provided by law, namely the difference between the rent for the balance of the term of this lease under this contract following day of reentry and the amount of rent the Landlord receives during such period from any subsequent tenant of the premises. The Landlord shall in such event have no obligations to relet the premises. Should the Landlord at any time terminate this lease under the Landlord's express rights set forth herein for any breach, in addition to any other remedy it may have, it may recover from Tenant all damages incurred by reason of such breach, including the cost of recovering the premises.

18. **REDELIVERY OF PREMISES**. Tenant agrees to redeliver to the Landlord the physical possession of the premises at the end of the term hereof, or any extension thereof in good condition, excepting reasonable wear and tear, and damage of fire or from any other cause not attributable to the willful or negligent act of Tenant, or its employees, agents, invitees or visitors.

19. **HOLDING OVER**. Any holding over after expiration of the term of this lease shall be deemed to constitute a tenancy from month to month only, and shall be on the same terms and conditions as herein specified, so far as applicable, and at a monthly rental equal to 110% the rental and other charges stated herein for the primary term of this lease.

20. **RECORDABLE ACCEPTANCE**. Tenant agrees to give a letter of acceptance and memorandum of lease in recordable form upon commencement of this lease.

21. **RADON GAS NOTIFICATION**. Pursuant to Florida Statutes §404.056(8) you are hereby given the following notice:

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

22. **WAIVER**. The waiver by either party of a breach of any provision of this lease agreement, or the terms incorporated herein, shall not operate or be construed as a waiver of any subsequent breach thereof.

23. **CAPTIONS**. The captions and title appearing in this Lease Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the articles, paragraphs or sections of this Lease Agreement nor in any way affect this Lease Agreement.

24. **GENDER**. For purposes of this Lease Agreement, singular pronouns shall include the plural and masculine pronouns shall include the feminine. The term "person " or "persons" shall be defined as an individual, partnership, corporation or any other entity recognized by law.

25. **NOTICE**. All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and will be deemed to have been given if delivered by hand, prepaid telegram or mailed (register or certified mail, postage prepaid, return receipt requested or any means of express mail with confirmed delivery) as follows:

If to Tenant: **Santa Rosa County Administrator**
***On behalf of* Guardian Ad Litem**
6495 Caroline Street
Milton, FL 32572

If to Landlord: **Executive Director**
Santa Rosa Kids' House, Inc.
5643 Stewart Street
Milton, FL 32570

26. **BINDING EFFECT**. This Lease Agreement shall be binding upon the parties, their heirs, personal representatives, successors, and assigns.

27. **SURVIVAL**. All recitals, representations, warranties and lease agreements of the parties continued herein or in any of the Exhibits, Schedules, lease agreements or documents referred to herein which are not in conflict with the terms of this Lease Agreement, are true, shall survive the termination or expiration of this Lease Agreement or any other lease agreement referred to herein and be enforceable as to the parties here.

28. **ATTORNEY'S FEES**. In connection with any breach, default, collection, or litigation, including appellate proceedings, arising out of this Lease Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The Landlord acknowledges and understands that the Tenant is a State Agency. Since the Tenant's funding is solely dependent upon the appropriation process of the Florida Legislature, Landlord and Tenant acknowledge that if for any reason beyond the Tenant's control, the portion of the Tenant's funding allocated for rent is terminated, cut, removed, reduced significantly, or otherwise withheld or not made available to the Tenant, the Tenant shall have the right to terminate this Lease Agreement on at least thirty (30) days written notice to the Landlord or the Landlord's agent.

29. **MISCELLANEOUS PROVISIONS**. This Lease Agreement contains the entire lease agreement of the parties and may not be modified except in writing signed by the parties. Typewritten or handwritten provisions inserted in the Lease Agreement shall control all printed provisions in conflict therewith. This Lease Agreement may be executed in counterparts each of which shall be deemed the original and all of which together constitute but one and the same instrument.

LANDLORD:
SANTA ROSA KIDS' HOUSE, INC.

_____
Wendell Hall, Chairman
Santa Rosa Kids' House Board of Directors

WITNESS:

_____
Printed Name: _____

_____
Printed Name: _____

TENANT:
SANTA ROSA COUNTY, FLORIDA

ATTEST:

BY: _____
Don Salter, Chairman

_____
Donald C. Spencer, Clerk

LEASE AGREEMENT FOR WORK SPACE

This Lease Agreement is entered into on February ___, 2015, by and between **Santa Rosa Kids House, Inc.** (hereinafter referred to as the "Landlord") and **Santa Rosa County on behalf of the Office of State Attorney, First Judicial Circuit** (hereinafter referred to as the "Tenant").

In consideration of the covenants, representations and warranties set forth below, the parties agree as follows:

1. **THE PREMISES**. Landlord hereby agrees to lease to Tenant the following described premises:

1179 square feet, located at 5643 Stewart Street, Milton, Florida, to house members of the Office of State Attorney, First Judicial Circuit assigned to work child abuse cases and for no other purpose without the prior written consent of Landlord.

2. **TERM**. The term of this lease shall commence on March 1, 2015 and terminate on February 29, 2016.

3. **RENT**. Tenant shall pay Landlord annual rent in the amount of Eleven Dollars and Eighty Five Cents ($11.85) per square foot of rentable space. Rentable space shall consist of the agency offices plus a prorated share of common area. Additionally, Tenant shall pay Landlord a monthly fee of Twenty Five Dollars ($25.00) per telephone used by Tenant. Annual rent of Thirteen Thousand Nine Hundred Seventy Two Dollars and Fifty Cents ($13,972.50) shall be divided by 12 and shall be paid on the first day of each month during the term of this lease with said payments to be made by personal delivery or by mailing by United States mail to the Landlord's office, postmarked no later than the first day of each month during the term of the lease. The Tenant shall be responsible for all sales or other use tax purposes by any governmental authority, if any.

4. **PARKING**. It is agreed that Tenant employees, customers, guests and invitees shall have the right to park, without charge, throughout the original term of this lease and any renewal term hereof on any parcel adjacent to the building.

5. **USE**. Tenant shall use the premises as an office through which services will be delivered in association with child abuse investigation, prosecution and/or treatment. The premises shall not be used for any other purpose without prior written consent of the Landlord. Tenant agrees that no use consuming abnormally high utility or other service costs shall be permitted in the premises.

Personnel assigned to the office will have unlimited access (24 hours per day) to the building.

6. **COMPLIANCE**. Tenant agrees to observe all laws and governmental regulations applicable to its use of the premises.

7. **ALTERATIONS.** Tenant agrees that except for the Tenant improvements contemplated herein, they will make no alterations to the premises without the prior written consent of the Landlord.

8. **FACILITY MANAGEMENT PLAN.** Tenant agrees to adhere to policies and procedures as outlined Facility Management Plan. A copy of same is attached hereto.

9. **HAZARDS.** Tenant shall not use, nor permit to be used, the premises for any purpose which shall increase the existing rate of insurance upon the building, or cause the cancellation of any insurance policy covering said building, or sell or permit to be kept, used or sold in or about said premises any article which may be prohibited by Landlord insurance policies. Tenant shall not commit any waste upon the premises, nor cause any public or private nuisance or other act which may disturb the quiet enjoyment of any other tenant, nor shall Tenant allow said premises be used for any improper, immoral, unlawful or unsafe purpose, including, but not limited to, the storage of any flammable material, nor shall Tenant use any apparatus, machinery or devise in or on said premises which shall make any noise or set up any vibration which can be detected by other tenants, or which shall in any way be a detriment to said building. Tenant further agrees that except for the tenant improvements contemplated herein, Tenant will not install or construct within the premises or building electrical wires, water or drain pipes, machinery to other permanently installed devices, including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior consent of Landlord.

10. **CARE OF THE PREMISES.** Tenant agrees to take good care of the premises.

11. **LIABILITY.** Tenant agrees that Landlord shall not be liable for any damages or injury to persons or property out of the use of the premises by Tenant employees, invitees or visitors except that occasioned by the negligence or act of Landlord employees, servants, contractors, or subcontractors. Tenant will indemnify and hold Landlord harmless from any and all claims and/or loss on account of any such damage or injury; but Tenant shall not be liable for any damage or injury occasioned by any failure of Landlord to comply with their obligation hereunder or by reason of the negligence of Landlord employees, servants, contractors or subcontractors.

12. **RIGHT TO INSPECT.** Tenant agrees to permit Landlord and its authorized representatives to enter allotted space at any time for the purpose of inspecting the same, or for the making of any necessary repairs for which Landlord is responsible or feels are necessary for the safety and preservation of the premises or for the performance of any work therein which may be necessary to comply with any laws or regulations of any public authority.

13. **REPAIRS AND MAINTENANCE.** Landlord agrees that it shall at its cost and expense, maintain the parking area described in paragraph 4, the parcel in which the premises is located, the building in which the premises are located, and the premises, and every part thereof, in good, first class condition, except that Tenant shall make any repairs or replacement necessitated by damage caused by Tenant or its employees, agents, invitees or visitors. Provided, however, if Tenant fails to make such repairs or replacements promptly, Landlord may, at its sole option, make such repairs or replacements after at least ten (10) days prior written notice to Tenant and Tenant shall repay the cost thereof to Landlord on demand.

14. **UTILITIES**. Landlord agrees to provide at its expense, to or for the premises, adequate heat, electricity, water, air conditioning, replacement lighting tubes and bulbs, trash removal service, and sewage disposal service. Landlord agrees to provide telephone lines and telephones to tenant for the rental amount set forth in paragraph 3 herein. In the event of any interruption or malfunction for any reason of any utility or service; however, such interruption or malfunction, if restored within a reasonable time, shall not entitle Tenant to be relieved from any of its obligations hereunder, or grant Tenant the right of setoff or recoupment of rent, or be considered to be a breach by Landlord of any damage. Should any of the equipment or machinery break down, or for any cause beyond the reasonable control of the Landlord cease to function properly, Landlord shall use reasonable diligence to repair same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting therefrom for the length of time reasonable required for the repair thereof.

15. **DESTRUCTION OF PROPERTY**. If at any time during the term of this lease, the premises or any part of the building or parcel shall be damaged or destroyed by fire in such a way as not to render the same unfit for the conduct of Tenant business or so as not to injure Tenant business, then Landlord shall promptly and through the exercise of reasonable diligence repair and restore such damage, at Landlord expense, to the condition in which they existed immediately prior to the damage or destruction. In such case there shall be no abatement of rent.

16. **ASSIGNMENT AND SUBLETTING**. Tenant may not sublet or assign its interest hereunder. In the event that this lease is terminated as herein permitted, Landlord shall refund to Tenant any prepaid rent (accrued as of the date of damage or destruction) less any sum then owing Landlord by Tenant. If Landlord is required hereunder to repair or reconstruct the premises, then the lease term shall be extended by a period of time equal to the period of time reasonably required to complete such repair and construction.

17. **DEFAULT**. Should Tenant at any time be in default on the payment of rent or other monetary obligation, and if said default continues for a period of ten (10) days after written notice from Landlord, or should Tenant be in default in the performance of other of its obligations herein and should such default continue for thirty (30) days after written notice thereof from Landlord specifying the particulars of such default; or should Tenant vacate and abandon the premises, then and in any such events, the Landlord besides other rights or remedies it may have, shall, at its option, have the immediate right of reentry and after five (5) days prior written notice to Tenant, may remove all persons and property from the premises. Such property may be removed and stored at a public warehouse or elsewhere at the cost of, and for the account of Tenant.

Should the Landlord select to remove the renter, this lease shall be deemed terminated, provided however, the Landlord shall be entitled to damages against Tenant for the measure of damages provided by law, namely the difference between the rent for the balance of the term of this lease under this contract following day of reentry and the amount of rent the Landlord receives during such period from any subsequent tenant of the premises. The Landlord shall in such event have no obligations to relet the premises. Should the Landlord at any time terminate this lease under the Landlord's express rights set forth herein for any breach, in addition to any other remedy it may have, it may recover from Tenant all damages incurred by reason of such breach, including the cost of recovering the premises.

18. **REDELIVERY OF PREMISES**. Tenant agrees to redeliver to the Landlord the physical possession of the premises at the end of the term hereof, or any extension thereof in good condition, excepting reasonable wear and tear, and damage of fire or from any other cause not attributable to the willful or negligent act of Tenant, or its employees, agents, invitees or visitors.

19. **HOLDING OVER**. Any holding over after expiration of the term of this lease shall be deemed to constitute a tenancy from month to month only, and shall be on the same terms and conditions as herein specified, so far as applicable, and at a monthly rental equal to 110% the rental and other charges stated herein for the primary term of this lease.

20. **RECORDABLE ACCEPTANCE**. Tenant agrees to give a letter of acceptance and memorandum of lease in recordable form upon commencement of this lease.

21. **RADON GAS NOTIFICATION**. Pursuant to Florida Statutes §404.056(8) you are hereby given the following notice:

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

22. **WAIVER**. The waiver by either party of a breach of any provision of this lease agreement, or the terms incorporated herein, shall not operate or be construed as a waiver of any subsequent breach thereof.

23. **CAPTIONS**. The captions and title appearing in this Lease Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the articles, paragraphs or sections of this Lease Agreement nor in any way affect this Lease Agreement.

24. **GENDER**. For purposes of this Lease Agreement, singular pronouns shall include the plural and masculine pronouns shall include the feminine. The term "person " or "persons" shall be defined as an individual, partnership, corporation or any other entity recognized by law.

25. **NOTICE**. All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and will be deemed to have been given if delivered by hand, prepaid telegram or mailed (register or certified mail, postage prepaid, return receipt requested or any means of express mail with confirmed delivery) as follows:

If to Tenant: **Santa Rosa County Administrator**
***On behalf of* Office of State Attorney**
6495 Caroline Street, Suite D
Milton, FL 32572

If to Landlord: **Executive Director**
Santa Rosa Kids' House, Inc.
5643 Stewart Street
Milton, FL 32570

26. **BINDING EFFECT**. This Lease Agreement shall be binding upon the parties, their heirs, personal representatives, successors, and assigns.

27. **SURVIVAL**. All recitals, representations, warranties and lease agreements of the parties continued herein or in any of the Exhibits, Schedules, lease agreements or documents referred to herein which are not in conflict with the terms of this Lease Agreement, are true, shall survive the termination or expiration of this Lease Agreement or any other lease agreement referred to herein and be enforceable as to the parties here.

28. **ATTORNEY'S FEES**. In connection with any breach, default, collection, or litigation, including appellate proceedings, arising out of this Lease Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The Landlord acknowledges and understands that the Tenant is a State Agency. Since the Tenant's funding is solely dependent upon the appropriation process of the Florida Legislature, Landlord and Tenant acknowledge that if for any reason beyond the Tenant's control, the portion of the Tenant's funding allocated for rent is terminated, cut, removed, reduced significantly, or otherwise withheld or not made available to the Tenant, the Tenant shall have the right to terminate this Lease Agreement on at least thirty (30) days written notice to the Landlord or the Landlord's agent.

29. **MISCELLANEOUS PROVISIONS**. This Lease Agreement contains the entire lease agreement of the parties and may not be modified except in writing signed by the parties. Typewritten or handwritten provisions inserted in the Lease Agreement shall control all printed provisions in conflict therewith. This Lease Agreement may be executed in counterparts each of which shall be deemed the original and all of which together constitute but one and the same instrument.

LANDLORD:
SANTA ROSA KIDS' HOUSE, INC.

_____
Wendell Hall, Chairman
Santa Rosa Kids' House Board of Directors

WITNESS:

_____
Printed Name: _____

_____
Printed Name: _____

TENANT:
SANTA ROSA COUNTY, FLORIDA

ATTEST:

BY: _____
Don Salter, Chairman

_____
Donald C. Spencer, Clerk

ASSISTANT PUBLIC WORKS DIRECTOR EMPLOYMENT AGREEMENT

STATE OF FLORIDA
COUNTY OF SANTA ROSA

THIS AGREEMENT, made and entered into by and between Santa Rosa County, a political subdivision of the State of Florida, hereinafter called "COUNTY", and Glenn Bailey, hereinafter called "ASSISTANT DIRECTOR",

WITNESSETH:

WHEREAS, COUNTY desires to employ the services of ASSISTANT DIRECTOR as Assistant Public Works Director of Santa Rosa County, Florida, and

WHEREAS, it is the desire of COUNTY to provide certain benefits, establish certain conditions of employment, and to set working conditions of said COUNTY as an inducement and consideration for ASSISTANT DIRECTOR entering this contract, and

WHEREAS, it is the desire of ASSISTANT DIRECTOR to accept employment as Assistant Public Works Director of said County.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **DUTIES**. COUNTY hereby confirms its appointment of ASSISTANT DIRECTOR and ASSISTANT DIRECTOR hereby confirms his acceptance of such appointment, to be Assistant Public Works Director of Santa Rosa County. ASSISTANT DIRECTOR duties shall include such other duties as directed by the County Administrator.

2. **PERFORMANCE OF DUTIES**. All acts performed by the ASSISTANT DIRECTOR explicitly or impliedly on behalf of COUNTY shall be deemed authorized by the COUNTY as its agent; except that any act which constitutes willful misconduct or which may be unlawful, contrary to any directive, written or oral, of the Board of County Commissioners or contrary to any policy of the Board of County Commissioners, shall be deemed to be the individual act of the ASSISTANT DIRECTOR and without authority of the COUNTY.

3. **OFFICE SPACE AND SECRETARIAL STAFF**. COUNTY shall furnish ASSISTANT DIRECTOR adequate office space, office supplies, office equipment and secretarial assistance.

4. **FULL-TIME OCCUPATION**. The parties expect that ASSISTANT PUBLIC WORKS DIRECTOR will devote substantially his full working time to the performance of the

duties required hereunder. To this end, ASSISTANT DIRECTOR shall not engage in any gainful employment or consequential income producing activities which will in any way conflict with, or impair his ability to satisfactorily discharge and perform all responsibilities and duties required hereunder.

Nothing herein shall prohibit ASSISTANT DIRECTOR from taking reasonable periods of leave commensurate with reasonable personal, sickness and vacation leave; provided, however, that ASSISTANT DIRECTOR shall remain responsible for proper discharge of his duties through the County's employees under his supervision.

ASSISTANT DIRECTOR shall be permitted to engage in outside consulting work, provided he gives notice of intent to do so to the County Administrator and he uses his annual or other accrued leave for this purpose.

5. **DUTIES PERSONAL AND NOT ASSIGNABLE.** The duties required to be performed hereunder by ASSISTANT DIRECTOR and all rights and obligations under this Agreement in favor of ASSISTANT DIRECTOR are personal and shall not be assignable.

6. **TERMINATION.** This agreement may be terminated by either party without cause upon giving ninety (90) days written notice. The COUNTY may terminate ASSISTANT DIRECTOR with less than ninety (90) days notice if COUNTY pays a lump sum cash amount equal to ASSISTANT DIRECTOR's salary for the period of time that notice of termination is less than ninety (90) days.

The lump sum cash payment provided for in this section shall be ASSISTANT DIRECTOR's exclusive remedy for any breach of this contract by COUNTY. ASSISTANT DIRECTOR hereby agrees that the lump sum payment so provided shall serve as liquidated damages for any violation or breach of this contract by COUNTY, and ASSISTANT DIRECTOR acknowledges he shall not be entitled to any other lump sum payments other than his accrued leave.

In the event ASSISTANT DIRECTOR voluntarily terminates this Agreement with COUNTY, then ASSISTANT DIRECTOR shall give COUNTY ninety (90) days advance written notice, unless mutually agreed otherwise. In the event of such voluntary termination. ASSISTANT DIRECTOR shall be entitled to be paid in full for accumulated annual leave.

7. **COMPENSATION.** COUNTY agrees to compensate ASSISTANT DIRECTOR for his services rendered pursuant hereto at the rate of $85,000.00 per annum, payable biweekly in accordance with pay periods for County employees. ASSISTANT DIRECTOR's base

compensation shall be adjusted annually to reflect the same percentages of merit and cost-of-living increases as the Board of County Commissioners may approve for County employees based upon performance evaluation conducted by the County Administrator. ASSISTANT DIRECTOR's merit increase shall be equivalent to the merit increases received by a classified employee starting at Step 4.

In addition, COUNTY shall pay Employer's F.I.C.A. and any statutorily required employer contributions to the Florida State Retirement System, and shall withhold required federal income taxes. ASSISTANT DIRECTOR shall further receive all rights, fringe benefits, privileges and coverage otherwise afforded to classified County employees. ASSISTANT DIRECTOR shall accrue annual and sick leave at the same rate as other classified County employees. At the termination of this Agreement, shall be paid for unused leave in the same manner as classified employees.

8. **INSURANCE**. ASSISTANT DIRECTOR shall be included in COUNTY's group insurance benefit programs, including full right to participation therein both as to himself and his dependents. COUNTY shall pay, on behalf of ASSISTANT DIRECTOR the same portion of group insurance benefits as paid for County employees.

9. **TRAVEL ALLOWANCE**. County shall provide a COUNTY vehicle for his use.

10 **DUES AND SUBSCRIPTIONS**. COUNTY agrees to budget and to pay the dues and subscriptions of ASSISTANT DIRECTOR necessary for full participation in national, regional, state, and local association and organizations necessary and desirable for the good of the COUNTY.

11. **PROFESSIONAL DEVELOPMENT**. COUNTY hereby agrees to budget and to pay the travel and subsistence of ASSISTANT DIRECTOR for professional and official travel in such amounts as are authorized by law.

12. **FILES AND RECORDS**. All files and records concerning COUNTY business in the office of ASSISTANT DIRECTOR or in his possession shall belong to and remain the property of COUNTY. However, ASSISTANT DIRECTOR shall have the right during the term of this Agreement and thereafter to examine and copy all records prepared by him.

13. **TERM**. This Agreement shall take effect on March 2, 2015. This Agreement may be terminated at any time by either party, subject to the provision of Paragraph 6.

The Agreement may also be modified or amended as may be mutually agreed upon by the parties. Modifications or amendments to this Agreement shall be in writing and executed by

the parties.

14. **INDEMNIFICATION**. The COUNTY shall defend, save harmless and indemnify the ASSISTANT DIRECTOR against any actions, in tort or if he is named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of his duties or function, unless he acted in bad faith or with malicious intent purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The COUNTY shall not be liable in tort for the acts or omissions of the ASSISTANT DIRECTOR committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

15. **GENERAL PROVISIONS.**

A. This Agreement shall be interpreted, construed and governed according to the Laws of the State of Florida.

B. The text herein shall constitute the entire agreement between the parties.

C. ASSISTANT DIRECTOR shall commence his duties as Assistant Public Works Director effective March 2, 2015.

D. If any provision, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY FLORIDA

_____
DON SALTER, Chairman

ATTEST

_____
DONALD C. SPENCER, Clerk of Court

ASSISTANT PUBLIC WORKS DIRECTOR

_____
GLENN BAILEY

Navarre Beach Marine Science Station
8638 Blue Heron Court
Navarre Beach, FL 32566
www.navarrsciencestation.org

January 26, 2015

Hunter Walker
Santa Rosa County Administrator
6495 Caroline St
Milton, FL 32570-4592

Dear Hunter:

The Navarre Beach Marine Science Station would like to request authorization to host the third annual Autism OdysSea in the Navarre Beach Park on April 11, 2015. This family friendly event is from 9am-1pm.

Thank you for continuing to support the station and, in this case, all of the special needs teachers, families who attend the event.

Should you have any questions, please call me at 850-449-4295

Sincerely,

Charlene Mauro

Charlene Mauro
Director
Navarre Beach Marine Science Station

//

Emily Spencer

From: Hunter Walker
Sent: Monday, January 26, 2015 3:49 PM
To: 'runwithitfl@gmail.com'
Cc: Emily Spencer
Subject: RE: Navarre Sunset Stampede 5K approval

Mr. Harris,
I will include this on the agenda for the February 12, 2015 Board of Commissioners meeting and contact you after the decision. Hunter

From: runwithitnavarre@gmail.com [mailto:runwithitnavarre@gmail.com] **On Behalf Of** runwithitfl@gmail.com
Sent: Monday, January 26, 2015 3:42 PM
To: Hunter Walker
Subject: Navarre Sunset Stampede 5K approval

Mr Walker,

I have been the co-director of the Navarre Sunset Stampede since its inception 6 years ago. You have always worked with Mandy Evers to get the county's permission for us to put on the race, Mandy no longer lives here so I will be working with Kevin Rudzki at Juana's Pagodas to organize the race. Could you get this date approved for the 7th Annual Sunset Stampede? Information below:

The 7th annual Sunset Stampede is a sunset 5K run/walk and 1 mile kids fun run on Navarre Beach. The event will be held on May 2, 2015. The Fun Run begins at 5:30PM and the 5K begins at 6:30PM. Race day packet pick up will begin at 3:30PM on May 2rd in the public boat launch area. There will be bouncy houses, kids activities, and face painting in this parking area during packet pick up. We will also need to block off some parking areas in the boat parking area far the finish line (see diagram).

The race will begin In the on Gulf Blvd, turn onto Arkansas, go onto White Sands Blvd, turn around and return on White Sands Blvd, turn back onto Arkansas, return on the bike path, and end in the public boat launch parking lot. A drink station will be set up at the Corner of Arkansas and Gulf Blvd, as well as the turnaround on White Sands Blvd. We have invited the Navarre Beach High School Drumline to play at the turnaround on White Sands Blvd. After the race fruit and water will be available in the public boat parking area and the main after party will be held a Juana's. We would ask that cars be allowed to stayed parked in the county park after sunset for this event since the awards ceremony will not end until dark. This event had 600 participants last year and is the largest 5K in Navarre, and has grown to be one of the largest races in the county.

Please let me know if you have any questions or would like me to address the commissioners regarding the event.

Thanks you for your assistance,

Emily Spencer

From: Hunter Walker
Sent: Tuesday, February 03, 2015 3:35 PM
To: 'Childrens Ministry'
Cc: Emily Spencer
Subject: RE: Pace Assembly 5k Request for Permission

Thanks Ms. Rogers, I will add to next week Board of Commissioners agenda. Hunter

From: Lauren Rogers [mailto:lrogers@paceassembly.org] **On Behalf Of** Childrens Ministry
Sent: Tuesday, February 03, 2015 3:25 PM
To: Hunter Walker
Subject: Pace Assembly 5k Request for Permission

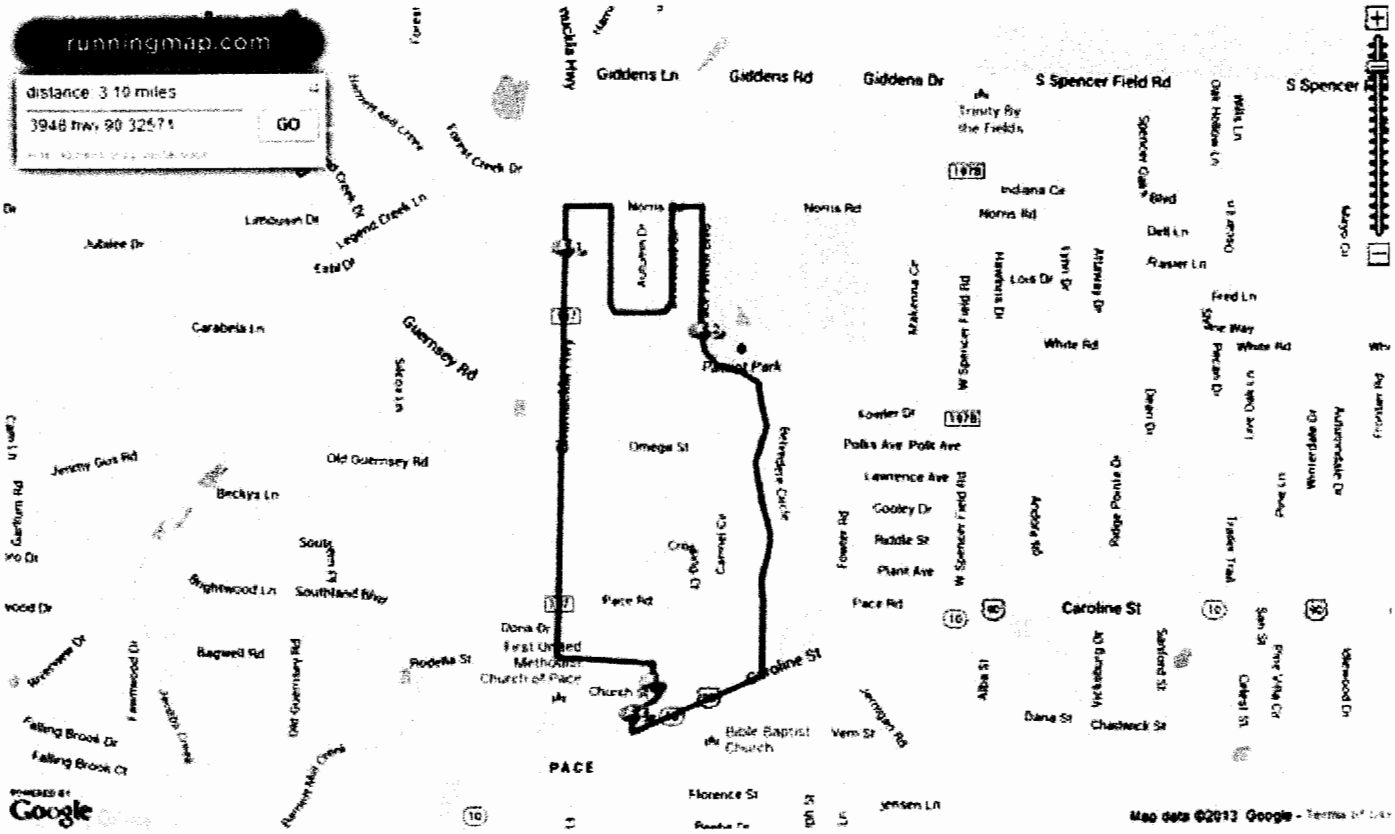
Hello Mr. Walker,

My name is Lauren Rogers, the Children's Ministry director here at Pace Assembly. We are desiring to host another 5k race called "Color Me Xtreme" here at the church on May 9th, 2015. All proceeds go toward funding our "X-treme Kids Kamp" that we host here each summer for children in the community.

Here's the info:

- Color Me Xtreme 5k
- Saturday, May 9, 8am – 11am.
- Starting & Ending Point: Pace Assembly Ministries

Here's the route:



Thank you for your time!

~ Lauren Rogers
Pace Assembly Ministries

Florida has a very broad Public Records Law. Virtually all written communications to or from Santa Rosa County Personnel are public records available to the public and media upon request. E-mail sent or received on the county system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.

No support documentation for this agenda item.

SANTA ROSA COUNTY PUBLIC HEARING NOTICE SUBMISSION OF APPLICATION FOR FUNDING TO IMPROVE A PARK FACILITY

Santa Rosa County will hold a public hearing on Thursday, February 12, 2015 at 9:30 a.m. at the Tiger Point Community Center, located at 1370 Tiger Park Lane, Gulf Breeze, FL 32561.

The purpose of the public hearing is to consider a recommendation to submit a grant application for Land and Water Conservation funds to make improvements to Navarre Park located at 8543 Navarre Parkway, Navarre, FL and to solicit public input and comments regarding the submission of the grant application.

If you are a person with a disability who needs any accommodation in order to participate in a public meeting you are entitled to the provision of certain assistance. Please contact Emily Spencer at (850) 983-1855 or at 6495 Caroline Street, Milton at least one (1) week prior to the date of the public meeting.

1 issue – Press Gazette – January 28, 2015
1 issue – Gulf Breeze News – January 29, 2015
1 issue – Navarre Press – January 29, 2015

Bill and proof of publication to:
Santa Rosa County Administrator's Office
6495 Caroline Street, Suite D
Milton, Florida 32570

Attn: Emily Spencer, Office Manager

RESOLUTION NO. 2015-____

WHEREAS, the County of Santa Rosa is in need of improvements to existing recreational facilities; and

WHEREAS, it is the desire of the Board of County Commissioners to utilize funding, via a grant from the Land and Water Conservation Fund (LWCF) in the amount of $200,000, to assist in the development and/or improvement of recreation facilities; and

WHEREAS, the improvements/development of this park shall be cause for the Board of County Commissioners to request amending the Santa Rosa County Capital Improvement Program (CIP) a part of the Santa Rosa County Comprehensive Plan, to include the additional facilities as part of the Recreation/Open Space element;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISIONERS OF SANTA ROSA COUNTY, FLORIDA;

SECTION I. The Santa Rosa Board of County Commissioners, upon approval of the Land and Water Conservation Fund grant, for the park known as "Navarre Park" and project referred to as "Navarre Park Improvements", shall:

A. Provide the additional funding required for the development/improvements of the property, and
B. Proceed to develop the grant approved recreational facilities improvements and
C. Complete the development/improvements of the facilities within the designated time limits.

SECTION II. The Santa Rosa Board of County Commissioners, upon approval of the Land and Water Conservation Fund grant to develop the recreational land, shall prepare and submit the appropriate documents to request amending the Capital Improvement Program element of the Santa Rosa County Comprehensive Plan to include the additional facilities.

SECTION III. That this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Santa Rosa Board of County Commissioners on a vote of ___ yeas, ____ nays, and ____ absent, in regular session, this 12th day of February, 2015.

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

BY_____
Don Salter, Chairman

ATTEST:

_____
Donald C Spencer, Clerk of Courts

SANTA ROSA COUNTY ENGINEERING
SANTA ROSA COUNTY, FLORIDA
6051 OLD BAGDAD HWY., STE. 300
MILTON, FLORIDA 32583
www.santarosa.fl.gov

Preliminary
Engineers Report
February 9, 2015

Roger A. Blaylock, P.E.
Santa Rosa County Engineer

This is a Preliminary check list:
The items listed below may be on the agenda for meeting of Board of County Commissioners of Santa Rosa County, Florida, for February 12, 2015 at 9:00 a.m. in Milton, Florida.

1. Discussion of Task Order with HDR Engineering to provide engineering services in the development of landfill gas to CNG processing, storage and fast fill dispenser facility. (Attachment A)

2. Discussion of Contract Modification No. 3 to Task Order 25 with CH2M Hill to increase budget ceiling by $25,000.00 for professional services relative to Navarre Beach Utilities. (Attachment B)

3. Discussion of Contract Modification No. 4 to Standard Master Agreement for Professional Services with CH2M Hill to extend contract by five (5) years with expiration of February 24, 2020. (Attachment C)

4. Discussion of Resolution and Joint Participation Agreement between Santa Rosa County and FDOT to construct two entrance/exit taxiways at Peter Prince Airport. (Attachment D)

5. Discussion of county maintenance of The Preserve, a 299 lot subdivision, located in District 2.
   Location: ½ mile, more or less, West on U.S. 90 from Highway 87 South, South on Persimmon Hollow Road, property on the West side. (Atttachment E)

6. Recommend approval of Final Plat for Willow Glen Phase 2B, a 32 lot subdivision of a portion of Section 28, Township 2 North, Range 29 West, Santa Rosa County, Florida. (District 3) (Attachment F)
   Location: 1-1/2 miles, more or less, East on Berryhill Road from Five Points, North on Luther Fowler Road, property on the West side of Luther Fowler.

7. Recommend approval of Paved Road and Drainage Maintenance for Willow Glen Phase 2B, a 32 lot subdivision of a portion of Section 28, Township 2 North, Range 29 West, Santa Rosa County, Florida. (District 3) (Attachment F)
   Location: 1-1/2 miles, more or less, East on Berryhill Road from Five Points, North on Luther Fowler Road, property on the West side of Luther Fowler.

Corkscrew Court	400 LF±
Glenby Court	400 LF±

SANTA ROSA COUNTY ENGINEERING
ENVIRONMENTAL DEPARTMENT
6075 Old Bagdad Highway
Milton, FL 32583
www.co.santa-rosa.fl.us

Roger A. Blaylock, P.E.
County Engineer

Ronald C. Hixson
Environmental Manager

Memo

To: Hunter Walker, County Administrator

From: Ronald Hixson, Environmental Manager

Thru: Roger Blaylock, P.E., County Engineer

Date: **February 4, 2015**

Re: **LFG to CNG Project – Scope of Work**

The Environmental Department is prepared to move forward with the LFG to CNG Project that will collect and process landfill gas to produce an alternative vehicle fuel at Central Landfill. The proposed system will process captured landfill gas to remove impurities, compress and store the gas for distribution to CNG powered vehicles via two fast fill stations at Central Landfill.

The Task Order with HDR will identify the most cost effective clean-up method, volumes of CNG that can be produced at various flow rates of LFG and storage requirements based on current and projected number of customers for the CNG. HDR will also identify any federal, state or local tax, permitting or certifications issues or requirements for the installation and operation of the CNG storage and dispensing facility. HDR will perform a financial evaluation based on current diesel fuel cost to develop a pricing policy, technical specifications, and provide QA/QC and technical support during construction of the facility.

Recommendation:

That the Board of County Commissioners approves a Task Order with HDR Engineering in the amount of $85,850.00 to provide technical support to the county in the development of a landfill gas to CNG processing, storage and fast fill CNG dispenser facility at the Central Landfill.

RECEIVED
FEB - 4 2015
SANTA ROSA COUNTY

(850) 981-7135 • FAX (850) 981-7133

HDR

Scope of Services

Landfill Gas Evaluation, Permitting, and Bid, Technical, and Construction Support for Landfill Gas (CNG) Refueling Station

The following scope of services and corresponding fee estimate is provided by HDR Engineering Inc. (HDR). This scope of services is to provide technical support to Santa Rosa County, review and edit a scope of services, provide information to bidders' questions and inquiries, attend the pre-bid conference, assess the bids and make an engineer's recommendation in support of the design bid services for the landfill gas (CNG) refueling station at the Santa Rosa County Central Landfill. The proposed scope is divided into two parts: Part A and Part B. It is our understanding that the Part B will only be authorized if County feels comfortable with moving forward with the CNG refueling station based on the information provided in Part A.

Part A

Task 1 – Landfill Gas Processing and Financial Evaluation - $23,690

HDR will develop a detailed CNG cost estimates and financial analysis that includes the following information:

- Landfill gas quantity updates based on a range of anticipated landfill gas extraction rates on current and future conditions;
- In depth review of site-specific landfill gas quality and impacts to CNG production;
- Landfill gas evaluation and treatment options with associated costs necessary to treat the gas for use as CNG;
- Sensitivity of CNG operation to fuel cost (CNG/Diesel);
- Determination of tax credits and liabilities including state & federal road and sales tax);
- Review of permits, licenses, and certifications required for the production, operations, storage and sale of CNG fuels to the public;
- CNG production estimates for various landfill gas flows (eg. 100 cfm, 200 cfm, 300 cfm, and 400 cfm);
- Correlations from variable CNG production estimates as to how many vehicles the facility would be able to fuel on a daily basis.

HDR

Part B

Task 2 – Develop Scope of Services Description and Preparation of Site Map – $10,170

HDR will develop a site specific RFP for the CNG project. The CNG RFP will include a background section to describe the existing gas collection and control system, the landfill gas generation and quality, the proposed area designated for the CNG facility, and a complete description of CNG vendor responsibilities. HDR will coordinate with the COUNTY regarding the minimum flow rate for the CNG facility and potential for expansion. HDR will coordinate with the COUNTY as to the bid selection criteria and point system for award. HDR will also develop a list of potential qualified design-build firms capable and experienced in landfill CNG projects of this scope and size as potential bidders.

Task 3 – Pre-Construction, Construction, and Post-Construction Technical Support - $9,640

HDR will provide technical support throughout the pre-construction, construction and post construction process. Under this task, HDR will provide the following services

- Complete bid support services including addressing bidders questions and inquiries,
- Attend pre-bid conference
- Evaluate bids
- Provide an engineer's recommendation of bids
- Perform contractor shop drawing reviews, comments, and approvals
- Review and comment on contractor pay requests
- Develop and submit construction completion reports to FDEP's solid waste management and air pollution branches.

Task 4 – Permitting - $7,998

HDR will coordinate and provide permitting services for the CNG facility. HDR will conference call FDEP as a pre-submittal permit meeting to address regulatory concerns and permitting issues to be addressed in the permit application. HDR will also modify the existing FDEP solid waste and USEPA Title V permits and submit them to the appropriate agencies for approval. HDR will also submit a stand alone Title V construction permit application for the new control device.

Task 5 – On-Site Construction Related Support and Permitting Construction Documentation - $37,280

HDR will provide onsite construction related support with on site observation, conduct weekly progress meetings with the contractor and County, and develop and submit construction completion documentation for FDEP.

HDR will furnish all labor, equipment and materials to accomplish the scope of work described herein based on a lump sum basis – percent complete basis, not to exceed **Part A $23,690 and Part B $62,160 (Total $85,850)**.

HDR will provide professional services immediately following the Notice to Proceed (NTP) and complete Part A within 6 weeks of NTP. HDR will perform the professional services per the Agreement of Professional Services between Santa Rosa County and HDR Engineering Inc. originally dated March 23rd, 2006 and most recently updated in April 2014.

Sincerely,

Mark Roberts, P.E.
Vice President and Project Director
HDR Engineering, Inc.

Carol C. Worsham, AICP, RLA, LEED AP
Vice President/ Managing Principal
HDR Engineering, Inc.

Task Description	Staff Effort Forecast (Hrs)											Expenses ($)			
	Proj Dir (MR)	Senior PE (KP)	QR Eng (TV)	LFG PE (CK)	Civil EI (KS)	Cadd Tech IV (MA)	Clerical II (LL)	Sr. Accounting (DR)	Client Mgmnt (CM)	Total Hours	Total Labor ($)	Travel & On-Site Exp.	Technology Charge	Total Exp. ($)	Total Fee ($)
SUMMARY OF TASKS															
PART A - Task 1 Feasibility Study: Gas Evaluation and Fiancial Evaluation (8 Weeks)	16	52	3	52	17	0	8	3	0	151	$22,781	$ 350	$ 559	$910	$23,690
Project Setup, Project Management,	2						8	3		13			$ 49		
Internal Project Kick-Off Meeting	1	1		1	1					4			$ 13		
Client Project Kick-Off Meeting	5	5		5						15		$350	$ 56		
										0					
Gas Evaluation										0					
Landfill Gas Quantity Updates and Extrapolations	1	4		4	2					11			$ 41		
Landfill Gas Quality Review and Impacts to CNG Production	1	8		8	2					19			$ 70		
Landfill Gas Evaluation Treatment Options and Cost Estimates	1	8		8	2					19			$ 70		
Estimate CNG Production	1	4		4	2					11			$ 41		
Correlate CNG Production to Vehicular Usage	1	4		4	2					11			$ 41		
										0			$ -		
Financial Evaluation										0			$ -		
Sensitivity Analysis for CNG Operation to Diesel Fuel Cost	1	6	1	6	2					16			$ 59		
Research Tax Credit and Liability	1	6	1	6	2					16			$ 59		
Review Permitting, Licensing, and Certification for CNG Production, Operations, Storage, and Sale	1	6	1	6	2					16			$ 59		
PART B - Task 2 Develop Scope of Services Description and Prepare Site Map	5	20	0	16	0	32	0	0	0	73	$9,555	$ 350	$ 270	$617	$10,170
Project Management and Client Meeting	2									2		$350	$ 7		
Scope of Services	2	16		16						34			$ 126		
Site Map	1	4				32				37			$ 137		
													$ -		
PART B - Task 3 Technical Support	6	24	0	24	0	0	0	0	0	54	$8,739	$ 700	$ 200	$902	$9,640
Pre-Construction Support	2	8		8						18		$350	$ 67		
Construction Support	2	8		8						18			$ 67		
Post-Construction Support	2	8		8						18		$350	$ 67		
										0			$ -		
													$ -		
PART B - Task 4 Permitting	5	17	0	25	0	0	0	0	0	47	$7,481	$ 332	$ 174	$497	$7,980
FDEP Permit Application/Modification	2	8		12						22			$ 83		
Title V Permit Modification	2	8		12						22			$ 83		
Regulatory Meetings	1	1		1						3		$330	$ 11		
Part B - Task 5 CQA (8 Weeks)	3	36	0	36	168	0	8	1	0	236	$25,842	$ 7,780	$ 836	$8,528	$34,370
On-Site Services (2-3 days per week)		24		4	160					188		$7,000	$ 646		
Construction Meetings	1	8		8	8					25		$700	$ 93		
Construction Documentation for FDEP Certification	1	4		8						13			$ 48		
Closeout	1						8	1		10					
													$ -		
TOTALS	35	149	3	137	185	32	16	4	0	561	$ 74,398	$ 8,400	$ 1,665	$ 11,454	$ 85,850
										561				*Total Fee =*	$85,850

MODIFICATION NO. 3

TO

TASK ORDER 25, GENERAL PROFESSIONAL SERVICES FOR THE NAVARRE BEACH UTILITIES

This Modification is to Task Order 25 ("TASK ORDER") effective April 22, 2010, between CH2M HILL Engineers, Inc. ("CH2M HILL") and Santa Rosa County Board of County Commissioners ("CLIENT") for services performed for the CLIENT as specified in the Task Order.

The parties desire to modify the TASK ORDER as follows:

1. Under Article C, Compensation Provisions, increase the budget ceiling by $25,000.

All other terms and conditions set forth in the AGREEMENT shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties execute below:

For CLIENT:

Dated this _____ day of _____ 2015

Signature_____

Name (printed):_____

Title:_____

For CH2M HILL:

Dated this 8 day of January 2015

Signature

Name (printed): David Stejskal

Title: Operations Manager

MODIFICATION NO. 4

TO

CH2M HILL STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA, AND CH2M HILL, INC.

This Modification is to the CH2M HILL, Inc., Standard Master Agreement for Professional Services ("AGREEMENT") dated February 24, 2000, between The Board of County Commissioners of Santa Rosa County, Florida ("CLIENT") and CH2M HILL Engineers, Inc. ("CH2M HILL"), for professional engineering and related services to be performed for the CLIENT on a Task Order basis.

The parties desire to modify the AGREEMENT to extend the effective term of the AGREEMENT.

1. The AGREEMENT is extended an additional five (5) years with an expiration of February 24, 2020.

All other terms and conditions set forth in the AGREEMENT shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties execute below:

For CLIENT:	For CH2M HILL:
dated this ____day of _____, 2015	dated this 8 day of January, 2015
Signature _____	Signature [signature]
Name (printed) _____	Name (printed) David Stejskal, P.E.
Title _____	Title Operations Manager

4

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Hwy. 90
Chipley, Florida 32428

ANANTH PRASAD, P.E.
SECRETARY

February 2, 2015

Mrs. Shirley Powell
Santa Rosa County Engineering Department
6051 Old Bagdad Road
Milton, Florida 32583

Subject: Joint Participation Agreement – Construct Two Entrance/Exit Taxiways
Project: 42563329401

Dear Shirley:

Attached are three copies of the subject Joint Participation Agreement. Please return all copies with original signature to my attention. Also, please include a Resolution passed by your board authorizing the signature of the individual signing the document.

If you have any questions please call me at (850) 330-1553.

Sincerely,

Scott Walters
Aviation Programs Manager

RECEIVED
FEB - 3 2015
SANTA ROSA COUNTY
ENGINEERING

PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence) 42563329401	Fund: 010	FLAIR Category.: 088719
	Function: 637	Object Code: 750004
	Federal Number:	Org. Code: 55032020329
Contract Number:	DUNS Number: 80-939-7102	Vendor No.: F596000842010
CFDA Number:	Agency DUNS Number: 142887426	CSFA Number: 55004
CFDA Title:		CSFA Title: Aviation

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Santa Rosa County BOCC 6495 Caroline Street, Milton, Fl. 32570 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before June 30, 2019 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 332.006(6) Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is
Construct Two Entrance/Exit Taxiways

and as further described in Exhibit(s) A,B,C,D&Att. 1 attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is $ 161,250.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ 129,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;

(c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

FINANCIAL PROJECT NO: 42563329401

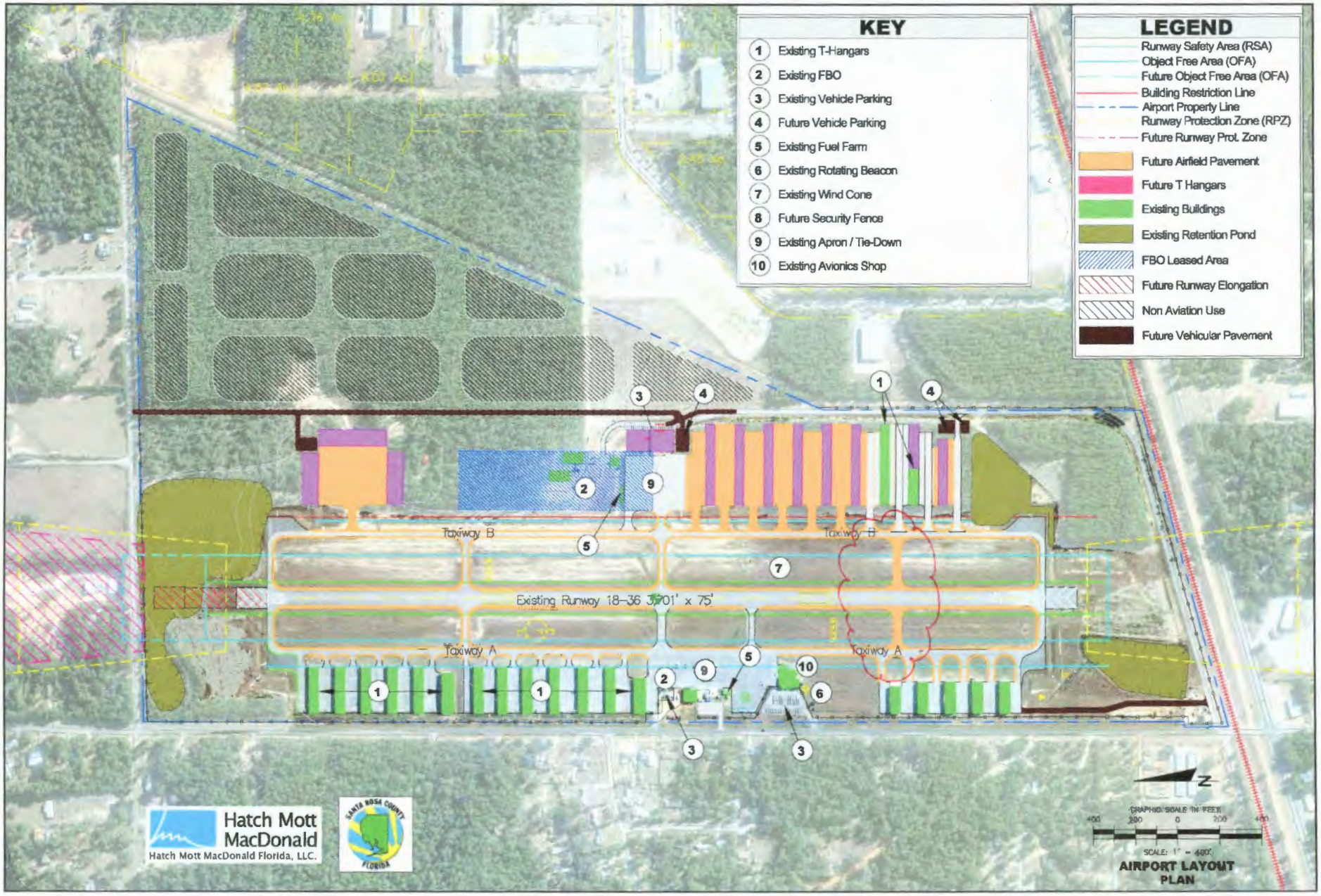
EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Santa Rosa County BOCC as referenced by the above Financial Project Number.

I.	PROJECT COST:			$161,250.00
	TOTAL PROJECT COST:			$161,250.00
II.	PARTICIPATION:			
	Maximum Federal Participation			
	FTA, FAA	(%)	or	$
	Agency Participation			
	In-Kind	(%)		$
	Cash	(%)		$32,250.00
	Other	(%)		$
	Maximum Department Participation,			
	Primary			
	(DS)(DDR)(DIM)(PORT)	(%)	or	$129,000.00
	Federal Reimbursable (DU)(FRA)(DFTA)	(%)	or	$
	Local Reimbursable (DL)	(%)	or	$
	TOTAL PROJECT COST			$161,250.00

Project Update

➢Airport Layout Plan Development (ALP)



Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS

February 5, 2015

Mr. Chris Phillips, PE
Santa Rosa County Engineering
6065 Old Bagdad Highway
Milton, Florida 32583

Re: The Preserve Subdivision
Rehabilitation & Re-Platting – Request for Santa Rosa County Acceptance of Streets & Drainage

Dear Chris,

I am writing to request Santa Rosa County acceptance of the streets and drainage for the Preserve Subdivision. The milling – overlay work complete with striping and signage has been completed and we wish to release payment to Panhandle Paving and Grading from the Letter of Credit funds for that purpose.

The remaining items to be addressed include 1) Resolution of Subgrade Density, and 2) Completion of January 23 punch list items. Each of these items is addressed below.

SUBGRADE DENSITY

As you know, the compaction for the subgrade was inadvertently tested to Standard Proctor densities in lieu of Modified Proctor densities. We remain, however, totally confident that the compactive effort applied, the overall quality control, and the in-place density are sufficient to ensure that the quality and integrity of the final product will not detract from the life or performance of the roadway. The Developer, Motorcoach at the Preserve, has agreed to extend the standard two year warranty by an additional year to further ensure that the County will not experience unbudgeted expenditures for roadway repair at the lateral patch locations. My confidence in the integrity of the completed product is based upon the following;

1) The subgrade material has been verified to have the capacity for yielding up to LBR 50.
2) The Standard Proctor Density applied (114.1 PSF @ 9.5% moisture) is actually 0.1 PSF more dense than the Modified Density (114.0 PSF @ 8.0% moisture) reported during the initial construction phase. Both tests were performed by Pensacola Testing Laboratories. Their engineer has verified that both tests were performed as reported, and that the test results are considered to be reasonable and valid for the materials tested. From our experience, the 114.1 PSF relates more closely to historic data from Modified Proctor Density on visually comparable soil than it does to Standard Proctor density on visually comparable soil.
3) While 12 of the 120 tests, revealed 95% density obtained, the average of the 120 tests was 98.14%.
4) There was no difficulty in achieving the required base compaction on top of the subgrade indicating a well compacted and sufficiently dense subgrade. It is certain that at least some additional subgrade densification occurred during the base placement and compaction effort.
5) Given the graded aggregate base used for the patches, and the additional asphalt thickness from the milling/overlay operation (avg. total mix thickness measured at 2.81" as compared to 1.5" in the

850 471 9005 info@kh-a.com F 850 471 0093
7201 N. 9TH AVENUE, SUITE 6, PENSACOLA, FL 32504 PO BOX 10669, PENSACOLA, FL 32524

original design), the overall system is now stronger and more durable than the original approved design.
6) Finally, the roadway has shown no sign of distress when subjected to the heavy construction traffic employed subsequent to the patching. This traffic included dump trucks, tractor trailers with lowboys hauling equipment, as well as the traffic from asphalt laden dump trucks working the milling/overlay operation.

It is our opinion, that the information provided above, coupled with the added year of warranty, provide sufficient reasonable assurance for acceptance of the completed roadway by Santa Rosa County.

ADDITIONAL PUNCH LIST ITEMS

A copy of the January 23, 2015 punch list is attached as Exhibit A. Item one on the punch list involves the eradication of an invasive grass (Gogongrass) from the rights-of-way in the project. Exhibit B provides a proposed eradication plan along with a cost proposal for accomplishing the work. As the work must take place over several months, it is requested that the County accept the roadways based upon the Developer's execution of a contract with the vendor for execution of the Cogongrass eradication plan as outlined in Exhibit B.

Exhibit C is a copy of a proposal from Brown Construction of Northwest Florida for completion of the remaining items on the punch list. Brown has indicated that the work can be completed within thirty days. A contract for this work has been executed with Brown and the work should be completed by March 6, 2015.

Thank you for your consideration and for enabling the continued growth of housing to accommodate the ever increasing populous of Santa Rosa County.

Sincerely,

KENNETH HORNE & ASSOCIATES, INC.

Kenneth Horne, President

January 23, 2015

Mr. Chris Phillips, PE
Santa Rosa County Engineering
6065 Old Bagdad Highway
Milton, Florida 32583

Re: The Preserve Subdivision
Rehabilitation & Re-Platting – Site Inspection
KHA Reference Number – 2010-60

Dear Chris,

On Wednesday January 21, 2015, I accompanied Mr. Clifton Wells for a Final Inspection of the subject subdivision. We reviewed both the milling/overlay, striping, and signage work recently completed by Panhandle Grading and Paving, Inc. in addition to the remaining subdivision infrastructure. A punch list of the Milling/Overlay related items was provided yesterday.

The following punch list items pertain to general infrastructure items not associated with the Panhandle Milling-Overlay Scope of services.

1) Stephen Furman has indicated that the Developer must provide an additional round of treatment on the Colgon grass present in the right-of-way. This is most prevalent in the area of the Red Maple and twin Cedar intersection.
2) Regrade and restabilize aggregate driveway at Pond A. (This driveway washed significantly in the April 29 storm event). Recheck for presence of cast iron grates at inlets at Pond A.
3) Regrade and restabilize aggregate driveway at Pond C. (This driveway washed significantly in the April 29 storm event).
4) Replace and secure cast iron grate at ST 36 (Pond 36 outfall to pond) and check the grate at the north outfall to the pond. Remove accumulated sediment adjacent to structure ST 36.

5) Remove hedge from the fence at the Pond C gate as the hedge is preventing closure of the gate.

6) Reattached top rail at the left post of Pond D gate.

EXHIBIT A - 2

7) Slide ST 114 grate cover back into place. It has been moved 6" or so, most likely in the April 29 rain event.
8) Remove vegetation accumulation from around pond inlet structure at ST 114 in Pond D.
9) Recheck each pond for volunteer pines and remove any that are remaining.
10) Remove concrete barricades and 4" X 4" posts at the Beneva entrance and the Persimmon Hollow entrance.

These items will be reviewed with the developer and assistance provided by KHA to engage appropriate Contractors for the various tasks. As it is the developer's goal to get this work completed promptly, please let us know if there are additional items for consideration.

Sincerely,

KENNETH HORNE & ASSOCIATES, INC.

Kenneth Horne

Kenneth Horne, President

CC: Mr. Mike Stovall
Mr. Clifton Wells

EXHIBIT A - 3

PANHANDLE GROWERS

ORNAMENTAL & SHADE TREES

February 4, 2015

Kenneth Horne and Associates, Inc.
7201 N Ninth Ave STE 6
Pensacola, FL 32504

Dear Mr. Horne:

Thank you for allowing us the opportunity to bid on the Preserve Subdivision Project. This quote is good for 60 days, after that time we would be happy to rebid the project if necessary.

Explanation of Services Bid:

To perform eradication of Cogon Grass in the Preserve Subdivision. In our experience, the Cogon Grass should be actively growing during spray. It then will require several applications of chemicals that include Roundup and a pre-emergent to help keep it suppressed in the future. We feel we can kill the Cogon Grass marked on the Subdivision Plat but if there is additional Cogon Grass outside of the area treated it can resurface at a later date because of the way the roots run underground. It helps to till the treated area after the last application to help kill any remaining roots. Our treatment plan would be to fertilize the areas between March 15th and April 1st, depending on the temperature and rainfall. We would then make the first chemical application on or around April 15th, the second on or around May 15th with the third and final application on or around June 15th. Then if requested, we would plan to till the roadside areas on or around July 1st. We would not be able to till the areas around the holding ponds due to the slope of the pond.

We are pleased to submit the following bid quotation:

- Fertilize proposed areas between March 15th and April 1st
  First chemical application around April 15th
  Second chemical application around May 15th
  Third chemical application around June 15th
  $4850.00

- Till roadside areas and proposed areas (without holding pond area) - $1250.00

These quotation prices are for services and chemicals delivered in accordance with the project's timetable. Plus any state applicable taxes are included in our pricing proposal.

Our credit terms are Net 30 from the date of execution.

Please feel to get in touch with me at 850-324-4242 about any of the specifics of this quotation. Again, thank you for considering Panhandle Growers, Inc. for your largescale development projects.

Best Regards,

Glen B. Strange, VP
Panhandle Growers, Inc.

EXHIBIT B

5975 Southridge Drive • Milton, Florida 32570-9535 • Phone (850) 626 0951 • Fax (850) 626-2892

BROWN CONSTRUCTION
OF NORTHWEST FLORIDA INC

Since 1995
Certified General &
Underground Utility Contractors
CGC045510 CUC056748 AL44998

WE DIG AMERICA
NATIONAL UTILITY CONTRACTORS ASSOCIATION

Mike Stovall
c/o Ken Horne
Ken Horne & Associates, Inc.
Pensacola, Florida

February 4, 2015

Re: The Preserves

We are please to provide our price for the following scope of work on the above referenced project.

	Punch List						
2A	Regrade & Restabilize Aggregate Drive - Pond A	1	LS	$	656.25	$	656.25
2B	Reset & Secure Existing Inlet Grates - Pond A	3	EA	$	125.00	$	375.00
3	Regrade & Restabilize Aggreaget Drive - Pond C	1	LS	$	656.25	$	656.25
4A	Replace & Secure Cast Iron Grate @ ST 36	1	EA	$	300.00	$	300.00
4B	Remove Accumulated Sediment Adjacent to ST 36	1	LS	$	643.75	$	643.75
5	Remove Hedge From Fence At Pond C Gate	1	LS	$	100.00	$	100.00
6	Re-attach Top Rail @ Gate to Pond D	1	LS	$	50.00	$	50.00
7	Reset & Secure Existing Inlet Grate @ ST 114	1	EA	$	125.00	$	125.00
9	Recheck Each Pond For Volunteer Pines & Remove any that are remaining	1	LS	$	860.00	$	860.00
					Total	$	3,766.25

Miscellaneous

1	Provide New Type H Grate and Secure	1	EA	$	891.25	$	891.25
2	Provide New Type C Grate and Secure	1	EA	$	317.43	$	317.43
					Total Miscellaneous...	$	1,208.68

Thank you for the opportunity to quote this work. Should you have any questions or need further information, please do not hesitate to call.

Sincerely,

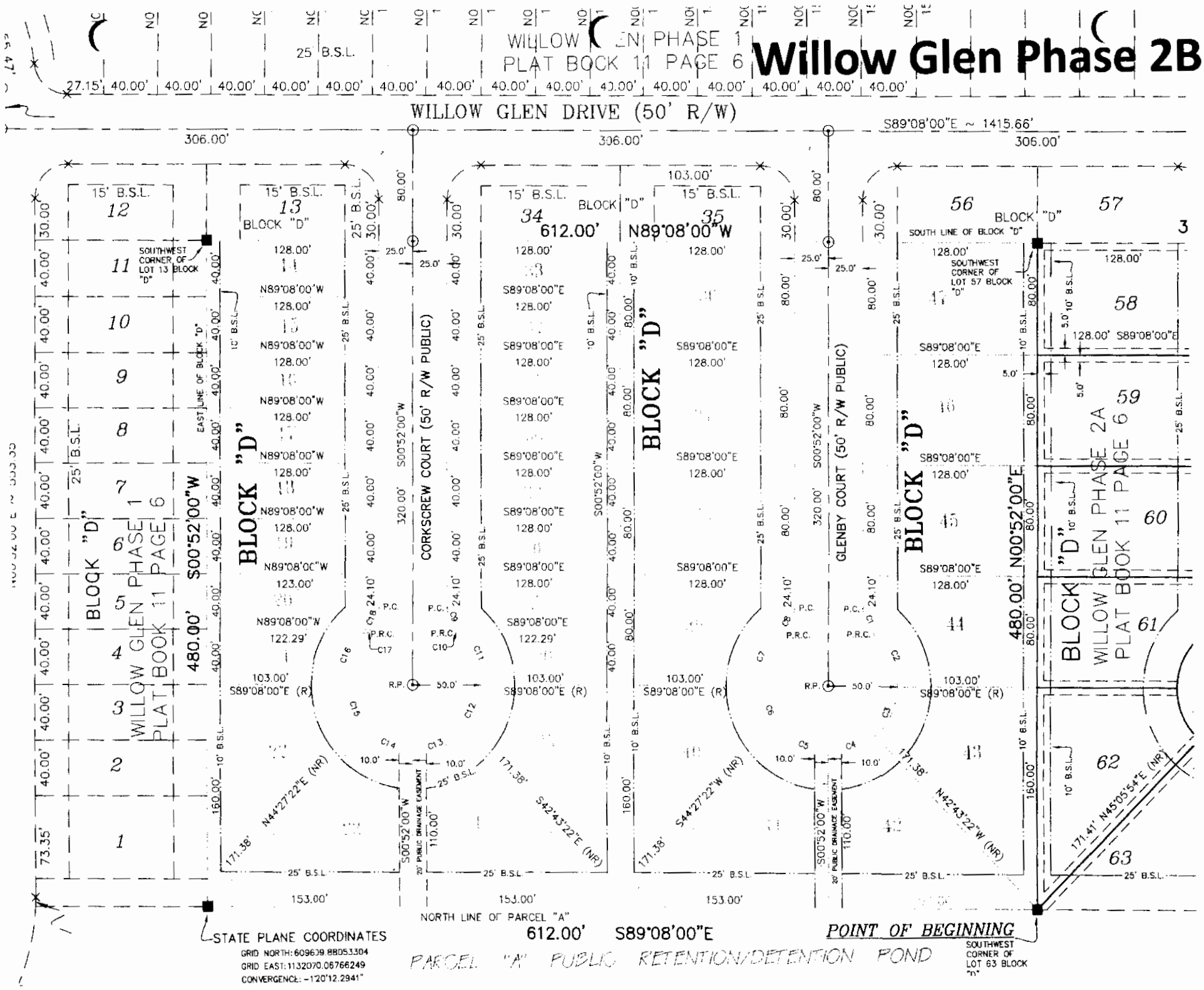
Lee M. Brown

LEE BROWN
Vice President
10200 Cove Ave | Pensacola, FL 32534
850.473.9039 office | 850.473.9063 fax
lee@thebrownconstruction.com

EXHIBIT C

TUSCANY WAY
WILLOW GLEN DR
CORKSCREW CT
GLENBY CT
WILLOW GLEN
PHASE 2B
GLEN BROOK CT
SHADY GLEN CT
LUTHER FOWLER RD
JAMESON CIR
PESCARA DR
BERRYHILL RD
TODD ST

Willow Glen Phase 2B



Public Services Committee

Chaired by:
J. Williamson and Lynchard

Meeting:
February 9, 2015, 9:00 A.M.

AGENDA

Emergency Management

1. Request that the Board approve a modification to the AT&T agreement for the 911 system and authorize the Chairman to sign all related documents. There are no additional costs.

Development Services

2. Recommend that the Commissioners work with Transportation Planning staff to provide a list of citizens within their districts that may be interested in participating on the Florida-Alabama Transportation Planning Organization (TPO) Citizens Advisory Committee (CAC).

3. Recommend Board approval of the agreements with Tri-County Community Council Inc as the new Community Transportation Coordinator and authorize Chairman to sign all related documents.

Department of Public Services

Santa Rosa County, Florida
6051 Old Bagdad Highway, Suite 202
Milton, Florida 32583
www.santarosa.fl.gov
Office: (850) 981-7040 Fax: (850) 623-1208

Tony Gomillion, Director

MEMORANDUM

To: Santa Rosa County Board of County Commissioners

From: Brad Baker, Director, Emergency Management

Through: Tony Gomillion, Director, Public Services

Re: AT&T Agreement Modification

Date: February 12, 2015

RECOMMENDATION

Request that the Board approve a modification to the AT&T agreement and authorize the Chairman to sign all related documents.

BACKGROUND

At the September 24 2014 meeting the BOCC approved a 9-1-1 upgrade at the Gulf Breeze Police Department. As part of this project AT&T will have to install an Ethernet connection to allow connection to the VIPER system at the Emergency Communications Center. The modification will add the GBPD site and extend the agreement for a twenty-four month period. This is a no cost modification as our rates are established through MYFLORIDA network.

COMPLETION

Santa Rosa County Attorney has reviewed the agreement and original documents will be forwarded to the BOCC for signature.

Department of Public Services

Santa Rosa County, Florida
6051 Old Bagdad Highway, Suite 202
Milton, Florida 32583
www.santarosa.fl.gov
Office: (850) 981-7040 Fax: (850) 623-1208

Tony Gomillion, Director

MEMORANDUM

TO: Board of County Commissioners

FROM: Shawn Ward, Transportation Planner

THROUGH: Tony Gomillion, Public Services Director

SUBJECT: FL-AL TPO Citizen Advisory Committee (CAC)

DATE: February 2, 2015

RECOMMENDATION

That the Commissioners work with Transportation Planning staff to provide a list of citizens within their districts that may be interested in participating on the Florida-Alabama Transportation Planning Organization (TPO) Citizens Advisory Committee (CAC).

BACKGROUND

An important part of the public participation process for the Florida-Alabama Transportation Planning Organization (TPO) is the Citizens Advisory Committee (CAC). Santa Rosa County currently lacks representation on this committee. The CAC is comprised of members from the general public who express an interest in transportation planning. Prospective members complete an application and must be approved by the CAC committee and the TPO board. Recently, the CAC combined with the Bicycle Pedestrian Advisory Committee. The BPAC focused on issues relevant to biking and walking.

Department of Public Services

Santa Rosa County, Florida
6051 Old Bagdad Highway, Suite 202
Milton, Florida 32583
www.santarosa.fl.gov
Office: (850) 981-7040 Fax: (850) 623-1208

Tony Gomillion, Director

MEMORANDUM

TO: Board of County Commissioners

FROM: Shawn Ward, Transportation Planner

THROUGH: Tony Gomillion, Public Services Director

SUBJECT: Section 5311 Public Transportation Grant and Trip Equipment Grant Agreements

DATE: February 2, 2015

RECOMMENDATION

That the Board authorize the Chairman to sign the attached updated agreements to continue Santa Rosa County door to door public transportation.

BACKGROUND

Section 5311 Formula Grants for Rural Areas Program provides Federal operating, capital, or job access and reverse commute assistance to eligible recipients who operate/contract public transportation service in non-urbanized, rural areas as designated by the Bureau of the Census. Santa Rosa County is currently a recipient of this funding to provide transportation to residents of rural areas, primarily door-to-door. The service is provided by Tri-County Community Council, Inc.

The two agreements are being updated to amend the contract from Pensacola Bay Transportation to the new Community Transportation Coordinator, Tri-County Community Council, Inc.

Memorandum of Agreement

This agreement is made and entered into this _____ day of _____, 2015 by and between Santa Rosa County, Florida, a political subdivision of the State of Florida ("County") and Tri-County Community Council, Inc., the Community Transportation Coordinator for Santa Rosa County as designed pursuant to Chapter 427, F.S.

WHEREAS Santa Rosa County has been awarded funds from Section 5311 funds as administered by the State of Florida Department of Transportation; and

WHEREAS the funding herein is not construed by Tri-County Community Council as a continuing obligation on the part of the County,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties to this agreement do hereby agree as follows:

1. The County hereby expresses its intent to disburse the aforementioned funds for the use and benefit of Tri-County Community Council to fund expenses associated with only those costs as outlined below:

    a. Provide transportation services in the non-urban area as set forth in the current Public Transportation Joint Participation Agreement between the State of Florida Department of Transportation and Santa Rosa County, which agreement is incorporated herein by reference.

2. The disbursement of funds by the County to Tri-County Community Council shall be made upon a reimbursement basis. Tri-County Community Council will incur the costs and seek reimbursement for expenditures from the County.

3. Tri-County Community Council is to submit prior to the disbursement of funds acceptable documentation demonstrating that the services outlined in the reimbursement request were used for the purpose as outlined in Section 1 above.

4. Nothing herein contained is intended, or should be construed as creating or establishing the relationship of agency, partners or employment between the parties hereto, or as consulting either party as the agent or representative of the other for any purpose. Grantee is not authorized to bind the County to any contracts or other obligations, and shall not expressly or by implication represent to any party that Tri-County Community Council and the County are partners or that Tri-County Community Council is the agent or representative of the County.

5. Tri-County Community Council agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by Tri-County Community Council, its delegates, agents or employees or due to any act of occurrence of omission or commissioner of Tri-County Community Council, including but not limited to costs and reasonable attorney's fees. The County may at its option defend itself or allow Tri-County Community Council to provide the defense.

6. The performance of Santa Rosa County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by the County or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

7. Santa Rosa County will terminate this agreement if Tri-County Community Council loses its CTC designation.

8. Tri-County Community Council will comply with all applicable laws, ordinances and regulations governing their operations.

9. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, including but not limited to Chapter 427, F.S. and Rule 41-2, FAC.

10. Tri-County Community Council agrees to comply with Title VI of the Civil Rights Act of 1964 (78 Statute 252), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Florida Human Rights Act.

11. Tri-County Community Council agrees to comply with all of the requirements imposed by Title VIII of the Civil Rights Act of 1968, USC 3601, et. seq.

12. Executive Order No. 11-02, signed by the Governor of Florida requires all state agency contracts to include a requirement that contractors and subcontractors use E-Verify.

    Vendor/Consultant:

    a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and

    b) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. Neither Tri-County Community Council nor any of its subcontractors shall enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer or employee of Tri-County Community Council during his/her tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to Tri-County Community Council, Tri-County Community Council, with the approval of the County may waive the prohibition contained in this section provided any such present member, officer or employee shall not participate in any action by Tri-County Community Council relating to all contracts entered into in connection with the project or any property included or planned to be included in the project. Tri-County Community Council shall require its subcontractors to insert in each of their subcontracts the following provision:

    "No member, officer or employee of the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in the contract or proceedings thereof."

14. Tri-County Community Council agrees to comply in accordance with Florida Statue 341.061 to the following as amended:

    a) The adoption of a System Safety Program Plan (SSPP) & Security Program Plan (SPP) pursuant to Florida Department of Transportation safety standards set forth in Rule Chapter 14-90, Florida Administrative Code.

    b) Compliance with adopted safety standards in the SSPP & SPP.

    c) Performance of annual safety inspections on all operational buses in accordance with Rule 14-90.009 Florida Administrative Code.

15. Tri-County Community Council agrees to comply in accordance with the provisions of 49 CFR Parts 40 and 655 as amended establishing and implementing an anti-drug and alcohol misuse prevention program.

16. In accordance with Section 287.133 Florida Statutes, Tri-County Community Council hereby certifies that to the best of their knowledge and belief neither Tri-County Community Council nor any of their affiliates have been convicted of a public entity crime. Violation of this section by Tri-County Community Council shall be grounds for cancellation of this agreement by the County.

17. Tri-County Community Council agrees that no federal appropriated funds have been paid or will be paid by or on behalf of Tri-County Community Council to any person for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

18. Tri-County Community Council agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, where applicable.

WHERETO the parties have set their hands and seals effective this date whereon the last party executes this agreement.

SANTA ROSA COUNTY

_____
W.D. "Don" Salter, Chairman BOCC

BOCC approved February 12, 2015

TRI-COUNTY COMMUNITY COUNCIL, INC

_____
Signature

_____
Joel Paul, Jr. Executive Director

_____
Date

ATTEST:

_____
Donald C. Spencer, Clerk of Court

_____
Date

WITNESSES:

_____
Printed: _____

_____
Printed: _____

Memorandum of Agreement

This agreement is made and entered into this _____ day of _____, 2015 by and between Santa Rosa County, Florida, a political subdivision of the State of Florida ("County") and Tri-County Community Council, Inc, the Community Transportation Coordinator for Santa Rosa County as designed pursuant to Chapter 427, F.S.

WHEREAS Tri-County Community Council has been awarded the Non-Sponsored Trip Equipment Grant from the Commission for Transportation Disadvantaged; and

WHEREAS this grant requires a match of $18,000 a year or $1500 per month,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties to this agreement do hereby agree as follows:

1. The County hereby expresses its intent to disburse the aforementioned funds for the use and benefit of Tri-County Community Council to fund expenses associated with the transportation of Santa Rosa County disadvantaged residents.

2. The disbursement of funds by the County to Tri-County Community Council shall be made monthly upon a reimbursement basis. Tri-County Community Council will incur the costs and provide an invoice for expenditures from the County.

3. Nothing herein contained is intended, or should be construed as creating or establishing the relationship of agency, partners or employment between the parties hereto, or as consulting either party as the agent or representative of the other for any purpose. Grantee is not authorized to bind the County to any contracts or other obligations, and shall not expressly or by implication represent to any party that Tri-County Community Council and the County are partners or that Tri-County Community Council is the agent or representative of the County.

4. Tri-County Community Council agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by Tri-County Community Council, its delegates, agents or employees or due to any act of occurrence of omission or commissioner of Tri-County Community Council, including but not limited to costs and reasonable attorney's fees. The County may at its option defend itself or allow Tri-County Community Council to provide the defense.

5. The performance of Santa Rosa County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by the County or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

6. Santa Rosa County will terminate this agreement if Tri-County Community Council loses its CTC designation.

7. Tri-County Community Council will comply with all applicable laws, ordinances and regulations governing their operations.

8. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, including but not limited to Chapter 427, F.S. and Rule 41-2, FAC.

9. Executive Order No. 11-02, signed by the Governor of Florida requires all state agency contracts to include a requirement that contractors and subcontractors use E-Verify.

   Vendor/Consultant:

   a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and

   b) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

WHERETO the parties have set their hands and seals effective this date whereon the last party executes this agreement.

SANTA ROSA COUNTY

_____
W.D. "Don" Salter, Chairman BOCC

BOCC approved February 12, 2015

TRI-COUNTY COMMUNITY COUNCIL, INC

_____
Signature

_____
Joel Paul, Jr. Executive Director

_____
Date

ATTEST:

_____
Donald C. Spencer, Clerk of Court

_____
Date

WITNESSES:

_____
Printed: _____

_____
Printed: _____

AGENDA
PUBLIC WORKS COMMITTEE

February 9, 2015

Chairman: Commissioner Cole Vice Chairman: Commissioner Rob Williamson

1. Discussion of reducing the posted speed limits on Central High School Road and Allentown Road in the vicinity of Central High School.

2. Discussion of resurfacing the following roads in District Four at an estimated cost of $125,652.00:

   Andorra Street (*Fortworth St. to Frontera St.*)
   Avenida De Soto (*southern 0.6 miles*)
   Fortworth Street (*from Frontera St. west 1575 ft.*)
   Vizcaya Drive (*Fourth St. to Escola St.*)
   High School Boulevard (*western 790 ft.*)
   Andalusian Court
   Brocado Street
   Dulcinea Court
   Elegance Court
   Camarilla Court

3. Discussion of purchase of the following mowers for the Parks Department from Smith Tractor Company, Inc. based on comparison shopping.

   - Two (2) 72" deck diesel mowers @ $14,025.00 each for total of $28,050.00
   - One (1) 54" deck gasoline mower @ $6,099.00

From: Stephen Furman
Sent: Thursday, January 29, 2015 10:22 AM
To: Avis Whitfield; Commissioner Salter
Cc: Tana Tynes; Tom Collins
Subject: Speed Limits at Central High School
Attachments: Central School Speed Limits.jpg

Avis, the Sheriff's Department has brought it to our attention that the speed limits on Central High School Road and Allentown Road, adjacent to the school are currently posted at 55 MPH. The speed limits to the west and south of the school are posted at 35 MPH. We would like to propose to the Board of County Commissioners that they consider lowering the speed limits on Central High School Road and Allentown Road in the following ways:

CENTRAL SCHOOL ROAD
From the 4-Way Stop traveling north

* Lower the speed limit from 55 MPH to 35 MPH from the 4-Way Stop to the existing School Zone Sign and Flashing Light (approximately 1500 feet)
* Lower the speed limit from 55 MPH to 45 MPH from the existing School Zone Flashing Light to just west of the 90 degree curve (approximately 4800 feet)
* The speed limit would remain 55 MPH from just west of the 90 degree curve to Highway 89.

Allentown Road
From the 4-Way Stop traveling east

* Lower the speed limit from 55 MPH to 35 MPH from the 4-Way Stop to the existing School Zone Sign and Flashing Light (approximately 1200 feet)
* Lower the speed limit from 55 MPH to 45 MPH from the existing School Zone Flashing Light for 1000 feet.
* The speed limit would remain 55 MPH from 1000 feet east of the School Zone Flashing Light to Highway 87.

Stephen L. Furman P.E.
Assistant Public Works Director
Santa Rosa County
(850) 981-7121

Florida has a very broad Public Records Law. Virtually all written communications to or from Santa Rosa County Personnel are public records available to the public and media upon request. E-mail sent or received on the county system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.

SOUTHRIDGE RD
ELNDEA LN
PETUNIA LN
55 MPH
45 MPH
JIMMY LEWIS RD
OGLESBY RD
CENTRAL SCHOOL RD
HIGHWAY 89
HAWSEY LN
35 MPH
SCHOOL
MCLAUGHLIN RD
55 MPH
ALLENTOWN RD
35 MPH
45 MPH
GREY FOX LN
ECHO LN
SWEET MEMORY LN
RD

2

Department of Public Works

SANTA ROSA COUNTY, FLORIDA
Milton, Florida 32583

AVIS WHITFIELD
Director of Public Works
6075 Old Bagdad Hwy.
626-0191 • 994-5721 • 623-2221
Fax 623-1331

Stephen Furman
Asst. Director of Public Works
Road & Bridge Dept
6075 Old Bagdad Hwy.
626-0191

Thad Allen
Superintendent
Building Maintenance/Parks
P.O. Box 864
981-7071

February 4, 2015

Mr. Rob Williamson
Santa Rosa County Board of County Commissioners
6495 Caroline St., Suite M
Milton, FL 32570

Dear Mr. Williamson:

Please find listed below the estimated cost for resurfacing the following roads in District Four at an estimated cost of $125,652.00:

Andorra Street (*Fortworth St. to Frontera St.*)	$18,798.00
Avenida De Soto (*southern 0.6 miles*)	38,874.00
Fortworth Street (*from Frontera St. west 1575 ft.*)	15,930.00
Vizcaya Drive (*Fourth St. to Escola St.*)	14,407.00
High School Boulevard (*western 790 ft.*)	12,529.00
Andalusian Court	4,648.00
Brocado Street	5,292.00
Dulcinea Court	4,780.00
Elegance Court	5,036.00
Camarilla Court	5,358.00

Sincerely,

Avis Whitfield
Public Works Director

AW/tt

COST COMPARISON WORK-UP SHEET

FOR:

Z-TRAK 997 DIESEL 72" SIDE DISCHARGE MOWER

Beard Equipment Co.

2 John Deere Z-TRAK 997 Diesel Mower's	**$ 32,030.46**

Smith Tractor Company, Inc.

2 John Deere Z-TRAK 997 Diesel Mower's	**$ 28,050.00**

JOHN DEERE

Quote Id: 10810069

Prepared For:

Santa Rosa County Board Of Commissioners

2014-997

Prepared By: Richard Walther

Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325650427

Tel: 850-675-4505
Fax: 850-675-6934
Email: rwalther@smithtractorco.com

Date: 13 January 2015

Offer Expires: 20 January 2015

JOHN DEERE

Quote Id: 10810069

13 January 2015

Santa Rosa County Board Of Commissioners
Administrative Center
Milton, FL 32570

Dear Valued Customer,

We at Smith Tractor Company consider it a privalege to quote you the following equipment. We hope that you will find your sales person professional and knowledgeable in meeting your equipment needs. Smith Tractor Company is a 60 year old family owned company built on customer service and "Treating customers the way we like to be treated". Thanks again for allowing us to serve you!

Sincerely,

Richard Walther
850-675-4505
Smith Tractor Company, Inc.

JOHN DEERE

Quote Summary

Prepared For:

Santa Rosa County Board Of Commissioners
Administrative Center
6495 Caroline St
Milton, FL 32570

Prepared By:

Richard Walther
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325650427
Phone: 850-675-4505
rwalther@smithtractorco.com

THIS IS A DIRECT GOVENMENTAL SALE TO SMITH TRACTOR CO.
THESE UNITS ARE 2014 MODELS WITHOUT THE NEW TIER4 EMMISSIONS
THEY ARE IN LIMITED SUPPLY.

Quote Id:	10810069
Created On:	13 January 2015
Last Modified On:	15 January 2015
Expiration Date:	20 January 2015

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	$ 20,839.00	$ 14,025.00	X	2	=	$ 28,050.00
Equipment Total						$ 28,050.00

Quote Summary	
Equipment Total	$ 28,050.00
SubTotal	$ 28,050.00
Total	$ 28,050.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	$ 28,050.00

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

Selling Equipment

Quote Id: 10810069 Customer: SANTA ROSA COUNTY BOARD OF COMMISSIONERS

JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck

Hours:
Stock Number:

Suggested List
$ 20,839.00
Selling Price
$ 14,025.00

Code	Description	Qty	Unit	Extended
095BTC	997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	2	$ 20,799.00	$ 41,598.00
	Other Charges			
	Roll-on/Roll-off	2	$ 40.00	$ 80.00
	Other Charges Total			$ 80.00
	Suggested Price			$ 41,678.00
	Customer Discounts			
	Customer Discounts Total		$ -6,814.00	$ -13,628.00
Total Selling Price				$ 28,050.00

JOHN DEERE

Quote Id: 10810129

Prepared For:

Santa Rosa County Board Of Commissioners

2015-997R

Prepared By: **Richard Walther**

Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325650427

Tel: 850-675-4505
Fax: 850-675-6934
Email: rwalther@smithtractorco.com

Date: 13 January 2015

Offer Expires: 13 February 2015

JOHN DEERE

Quote Id: 10810129

13 January 2015

Santa Rosa County Board Of Commissioners
Administrative Center
Milton, FL 32570

Dear Valued Customer,

We at Smith Tractor Company consider it a privalege to quote you the following equipment. We hope that you will find your sales person professional and knowledgeable in meeting your equipment needs. Smith Tractor Company is a 60 year old family owned company built on customer service and "Treating customers the way we like to be treated". Thanks again for allowing us to serve you!

Sincerely,

Richard Walther
850-675-4505
Smith Tractor Company, Inc.

JOHN DEERE

Quote Summary

Prepared For:
Santa Rosa County Board Of Commissioners
Administrative Center
6495 Caroline St
Milton, FL 32570

Prepared By:
Richard Walther
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325650427
Phone: 850-675-4505
rwalther@smithtractorco.com

Quote Id:	10810129
Created On:	13 January 2015
Last Modified On:	15 January 2015
Expiration Date:	13 February 2015

Equipment Summary	Suggested List	Selling Price	Qty		Extended
JOHN DEERE Z997R Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	$ 23,845.00	$ 15,785.02 X	2	=	$ 31,570.04
2015 model					
Equipment Total					**$ 31,570.04**

Quote Summary	
Equipment Total	$ 31,570.04
SubTotal	$ 31,570.04
Total	$ 31,570.04
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 31,570.04**

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

Selling Equipment

Quote Id: 10810129 **Customer:** SANTA ROSA COUNTY BOARD OF COMMISSIONERS

JOHN DEERE Z997R Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck

Hours:
Stock Number:

Suggested List
$ 23,845.00
Selling Price
$ 15,785.02

Code	Description	Qty	Unit	Extended
0911TC	Z997R Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	2	$ 23,805.00	$ 47,610.00
	Standard Options - Per Unit			
001A	United States/Canada	2	$ 0.00	$ 0.00
2009	Standard Seat	2	$ 0.00	$ 0.00
	Standard Options Total			**$ 0.00**
	Other Charges			
	EnviroCrate	2	$ 40.00	$ 80.00
	Other Charges Total			**$ 80.00**
	Suggested Price			**$ 47,690.00**
	Customer Discounts			
	Customer Discounts Total		**$ -8,059.98**	**$ -16,119.96**
Total Selling Price				**$ 31,570.04**

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Beard Equipment Company
2480 East I-65 Service Rd N
Mobile, AL 36617
251-456-1993
CCOLE@BEARDEQUIPMENT.COM

Quote Summary

Prepared For:
Santa Rosa County
FL

Delivering Dealer:
Beard Equipment Company
Chad Cole
2480 East I-65 Service Rd N
Mobile, AL 36617
Phone: 251-456-1993
ccole@beardequipment.com

Quote ID:	10804927
Created On:	12 January 2015
Last Modified On:	12 January 2015
Expiration Date:	30 January 2015

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck Contract: National Purchasing Partners (NPP) Lawn & Landscape Equipment Price Effective Date: January 12, 2015	$ 16,015.23	X	2	=	$ 32,030.46
JOHN DEERE PR15 - Gator TX Contract: National Purchasing Partners (NPP) Utility Vehicles Price Effective Date: January 12, 2015	$ 6,887.16	X	2	=	$ 13,774.32
JOHN DEERE PR15 - XUV 550 Green & Yellow Contract: National Purchasing Partners (NPP) Utility Vehicles Price Effective Date: January 12, 2015	$ 6,836.76	X	2	=	$ 13,673.52
Equipment Total					$ 59,478.30

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 59,478.30
Trade In	
SubTotal	$ 59,478.30
Total	$ 59,478.30
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	$ 59,478.30

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

Selling Equipment

Quote Id: 10804927 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Beard Equipment Company
2480 East I-65 Service Rd N
Mobile, AL 36617
251-456-1993
CCOLE@BEARDEQUIPMENT.COM

JOHN DEERE 997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side

Hours:
Stock Number:
Contract: National Purchasing Partners (NPP) Lawn & Landscape Equipment
Price Effective Date: January 12, 2015

Selling Price *
$ 16,015.23

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
095BTC	997 Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	2	$ 20,799.00	23.00	$ 4,783.77	$ 16,015.23	$ 32,030.46
	Suggested Price						$ 32,030.46
Total Selling Price			$ 20,799.00		$ 4,783.77	$ 16,015.23	$ 32,030.46

JOHN DEERE PR15 - Gator TX

Equipment Notes:
Hours:
Stock Number:
Contract: National Purchasing Partners (NPP) Utility Vehicles
Price Effective Date: January 12, 2015

Selling Price *
$ 6,887.16

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
560WM	PR15 - Gator TX	2	$ 8,199.00	16.00	$ 1,311.84	$ 6,887.16	$ 13,774.32
	Standard Options - Per Unit						
001A	US/Canada	2	$ 0.00	16.00	$ 0.00	$ 0.00	$ 0.00
1016	Cayman AT (All Terrain) Tires	2	$ 0.00	16.00	$ 0.00	$ 0.00	$ 0.00
2016	Non Adjustable Seat	2	$ 0.00	16.00	$ 0.00	$ 0.00	$ 0.00

COST COMPARISON WORK-UP SHEET

FOR:

Z-915B 54" GAS MID-Z SIDE DISCHARGE MOWER

Beard Equipment Co. (NPP)

1 John Deere Z-915B 54" Gas MID-Z	**$ 6,567.33**

Smith Tractor Company, Inc.

1 John Deere Z-915B 54" Gas MID-Z	**$ 6,099.00**

JOHN DEERE

Quote Id: 10810129

Prepared For:

Santa Rosa County Board Of Commissioners

915B

Prepared By: Richard Walther

Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325650427

Tel: 850-675-4505
Fax: 850-675-6934
Email: rwalther@smithtractorco.com

Date: 13 January 2015

Offer Expires: 13 February 2015

JOHN DEERE

Quote Id: 10810129

13 January 2015

Santa Rosa County Board Of Commissioners
Administrative Center
Milton, FL 32570

Dear Valued Customer,

We at Smith Tractor Company consider it a privalege to quote you the following equipment. We hope that you will find your sales person professional and knowledgeable in meeting your equipment needs. Smith Tractor Company is a 60 year old family owned company built on customer service and "Treating customers the way we like to be treated". Thanks again for allowing us to serve you!

Sincerely,

Richard Walther
850-675-4505
Smith Tractor Company, Inc.

JOHN DEERE

Quote Summary

Prepared For:

Santa Rosa County Board Of Commissioners
Administrative Center
6495 Caroline St
Milton, FL 32570

Prepared By:

Richard Walther
Smith Tractor Company, Inc.
3834 Highway 4
Jay, FL 325650427
Phone: 850-675-4505
rwalther@smithtractorco.com

Quote Id:	10810129
Created On:	13 January 2015
Last Modified On:	15 January 2015
Expiration Date:	13 February 2015

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE Z915B GAS MID-Z	$ 8,299.00	$ 6,099.00	X	1	=	$ 6,099.00
Equipment Total						$ 6,099.00

Quote Summary	
Equipment Total	$ 6,099.00
SubTotal	$ 6,099.00
Total	$ 6,099.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	$ 6,099.00

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

Selling Equipment

Quote Id: 10810129 Customer: SANTA ROSA COUNTY BOARD OF COMMISSIONERS

JOHN DEERE Z915B GAS MID-Z

Hours:
Stock Number:

Suggested List
$ 8,299.00
Selling Price
$ 6,099.00

Code	Description	Qty	Unit	Extended
2131TC	Z915B Commercial ZTrak	1	$ 8,259.00	$ 8,259.00
	Standard Options - Per Unit			
0202	United States and Canada	1	$ 0.00	$ 0.00
1500	48 In. 7-Iron II Side Discharge Mower Deck	1	$ 0.00	$ 0.00
2000	Deluxe Comfort Seat with Armrests	1	$ 0.00	$ 0.00
	Standard Options Total			$ 0.00
	Other Charges			
	EnviroCrate	1	$ 40.00	$ 40.00
	Other Charges Total			$ 40.00
	Suggested Price			$ 8,299.00
	Customer Discounts			
	Customer Discounts Total		$ -2,200.00	$ -2,200.00
Total Selling Price				$ 6,099.00

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Beard Equipment Company
3195 W Nine Mile Rd
Pensacola, FL 325349444
850-476-0277
dlanglois@beardequipment.com

Quote Summary

Prepared For:
Santa Rosa County
FL

Delivering Dealer:
Beard Equipment Company
Nick Smith
3195 W Nine Mile Rd
Pensacola, FL 325349444
Phone: 850-476-0277
nsmith@beardequipment.com

Quote ID:	10814971
Created On:	14 January 2015
Last Modified On:	14 January 2015
Expiration Date:	13 February 2015

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE Z915B GAS MID-Z	$ 6,567.33	X	1	=	$ 6,567.33

Contract: National Purchasing Partners (NPP) Lawn & Landscape Equipment
Price Effective Date: January 14, 2015

Equipment Total $ 6,567.33

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 6,567.33
Trade In	
SubTotal	$ 6,567.33
Total	$ 6,567.33
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	$ 6,567.33

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

Selling Equipment

Quote Id: 10814971 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Beard Equipment Company
3195 W Nine Mile Rd
Pensacola, FL 325349444
850-476-0277
dlanglois@beardequipment.com

JOHN DEERE Z915B GAS MID-Z

Hours:
Stock Number:
Contract: National Purchasing Partners (NPP) Lawn & Landscape Equipment
Selling Price * $ 6,567.33
Price Effective Date: January 14, 2015

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2131TC	Z915B Commercial ZTrak	1	$ 8,259.00	23.00	$ 1,899.57	$ 6,359.43	$ 6,359.43
	Standard Options - Per Unit						
0202	United States and Canada	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1502	54 In. 7-Iron II Side Discharge Mower Deck	1	$ 270.00	23.00	$ 62.10	$ 207.90	$ 207.90
2000	Deluxe Comfort Seat with Armrests	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		$ 270.00		$ 62.10	$ 207.90	$ 207.90
	Suggested Price						$ 6,567.33
Total Selling Price			$ 8,529.00		$ 1,961.67	$ 6,567.33	$ 6,567.33

BUDGET & FINANCIAL MANAGEMENT COMMITTEE

Chairman: Commissioner Williamson
Vice Chairman: Commissioner Cole

February 9, 2015

Bid Actions:

1) Discussion of bids received for Traffic Signalization Maintenance and Repair Services, Ingram Signalization, Inc. is the sole bidder and meets specifications.

Budget:

2) **Budget Amendment 2015 – 096** in the amount of **$ 10,500** for Outdoor Movie Night events at Santa Rosa Sports Plex sponsored by the Pace Athletic and Recreation Association (PARA) from District 1 and District 3 recreation funds as approved at the January 22, 2015 BOCC Regular Meeting.

3) **Budget Amendment 2015 – 097** in the amount of **$ 51,303** for the installation of intermittent boating restriction signage on Blackwater River as authorized by Florida Fish and Wildlife (FWC) from boater registration revenue as approved at the January 22, 2015 BOCC Regular Meeting.

4) **Budget Amendment 2015 – 098** in the amount of **$ 12,093** to fund the budget request for technology from the Office of the Public Defender. The technology expenditures have exceeded the projected recording fee revenue and Florida Statute requires that Santa Rosa County fully fund these expenditures.

5) **Budget Amendment 2015 – 099** in the amount of **$ 34,150** to transfer funds from the Capital Fund to the Parks Department in the General Fund for two (2) 72" deck diesel mowers ($28,050) and one (1) 54" deck gasoline mower ($6,100).

6) **Budget Amendment 2015 – 100** in the amount of **$ 14,662** to transfer funds from the District 4 Rec Fund to the Parks Department in the General Fund to purchase benches and trash receptacles for the Navarre Sports Complex.

7) **Budget Amendment 2015 – 101** in the amount of **$ 8,600** to transfer funds from the District 3 Rec Fund to the Parks Department in the General Fund for a building to cover the concession trailer at the Fidelis Community Center.

8) **Budget Amendment 2015 – 102** in the amount of **$ 126,864** to transfer funds from the District 4 Rec Fund to the Parks Department in the General Fund to purchase playground equipment, build a pavilion and 2 picnic tables for the Navarre Sports Complex.

9) **Budget Amendment 2015 – 103** in the amount of **$ 18,000** to carry forward funds for Janitorial Services and Panhandle Alarm in the Court Facilities Department of the Fine and Forfeiture Fund.

County Expenditure/Check Register:

10) Discussion of County Expenditures / Check Register

PROCUREMENT RECOMMENDATION

1. **PRODUCT/SERVICE:** TRAFFIC SIGNALIZATION MAINTENANCE AND REPAIR SERVICES

2. **RESPONSIBLE OFFICE:** ROAD & BRIDGE

3. **DESCRIPTION OF SERVICE/PRODUCT:**

   The work to be performed under this bid shall consist of furnishing all materials, equipment, tools, labor & supervision and insurance necessary to perform installations, repairs, maintenance and inspections to ensure continuous operation of all traffic signal systems and equipment on state highways and county roads that are under Santa Rosa County's responsibility.

4. **SCOPE OF WORK:**

   N/A

5. **BIDDERS AND PRICES:**

   A. Ingram Signalization, Inc. Detailed Pricing

98-091
Form 84001 Rev 8/10/92

BUDGET MODIFICATION RESOLUTION

No.

Whereas, the Board of County Commissioners has determined that a need exists to amend the budget pursuant to Florida Statute 129.06.
NOW, THEREFORE, The Board of County Commissioners of Santa Rosa County, Florida does make the following budget amendments:

REQUESTER ACTION — DATE: January 22, 2015

FROM: **Districts 1 & 3 Capital Funds**
TO: Board of County Commissioners
VIA: Budget Director
SUBJ: Request Approval of the following

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	Line Item Number	Description	Amount
Fund 311:	**2321 – 599001**	**Dist. 1 Reserves**	**($ 5,250)**
	2321 – 59100001	**To General Fund**	**$ 5,250**
Fund 313:	**2323 – 599001**	**Dist. 3 Reserves**	**($ 5,250)**
	2323 – 59100001	**To General Fund**	**$ 5,250**
Fund 001:	**001 – 3810009**	**From Dist. 1 Recreation Projects**	**$ 5,250**
	001 – 38100010	**From Dist. 3 Recreation Projects**	**$ 5,250**
	2600 – 534001	**Other Contract Services**	**$10,500**

State reason for this request:

Funds the Outdoor Movie Night events at Santa Rosa Sports Plex by the Pace Athletic Recreation Association (PARA) from Dist. 1 and Dist. 3 Recreation Project Fund Reserves as approved at the January 22, 2015 BOCC Regular Meeting.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION — DOCUMENT NO. **2015-096**

Budget Updated: _____ Allowed: _____ Forwarded: _____ Returned: _____

Comment: _____

_____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION — DATE: February 9, 2015

Approved: ____ Hold: ____ Withdrawn: ____ Comment: _____

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12th day Of ***February, 2015.***

ATTESTED:

_____
CHAIRMAN

_____
CLERK OF THE COURTS

98-091
Form 84001 Rev 8/10/92

BUDGET MODIFICATION RESOLUTION

No.

Whereas, the Board of County Commissioners has determined that a need exists to amend the budget pursuant to Florida Statute 129.06.
NOW, THEREFORE, The Board of County Commissioners of Santa Rosa County, Florida does make the following budget amendments:

REQUESTER ACTION DATE: January 22, 2015

FROM: **General Fund**
TO: Board of County Commissioners
VIA: Budget Director
SUBJ: Request Approval of the following

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	Line Item Number	Description	Amount
Fund:101	**9001 – 5990012**	**Florida Boating Improvements - Reserves**	**($ 51,303)**
	0013 – 5810011	**Aid To Municipalities**	**$ 51,303**

State reason for this request:

Funds the installation of intermittent boating restriction signage on Blackwater River as authorized by Florida Fish and Wildlife Conservation Commission (FWC) as approved at the January 22, 2015 BOCC Regular Meeting.

Requested by Jayne Bell/s/

BUDGET DIRECTOR ACTION DOCUMENT NO. **2015-097**

Budget Updated: _____ Allowed: _____ Forwarded: ____ Returned: _____

Comment: _____ _____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION DATE: 02/09/2015

Approved: ___ Hold: ___ Withdrawn: ___ Comment: _____

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12th day Of ***February, 2015.***

ATTESTED: _____
CHAIRMAN

_____
CLERK OF THE COURTS

98-091
Form 84001 Rev 8/10/92

BUDGET MODIFICATION RESOLUTION

No.

Whereas, the Board of County Commissioners has determined that a need exists to amend the budget pursuant to Florida Statute 129.06.
NOW, THEREFORE, The Board of County Commissioners of Santa Rosa County, Florida does make the following budget amendments:

REQUESTER ACTION DATE: January 22, 2015

FROM: **General Fund**
TO: Board of County Commissioners
VIA: Budget Director
SUBJ: Request Approval of the following

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	Line Item Number	Description	Amount
From:	**001 – 3990001**	**Cash Carry Forward**	**$ 12,093**
	9000 – 591102	**To Sheriff, Judges & Jail Fund**	**$ 12,093**
To:	**102 – 381001**	**From General Fund**	**$ 12,093**
	5400 – 546001	**Repairs & Maintenance**	**$ 8,624**
	5400 – 552001	**Operating Supplies**	**$ 3,469**

State reason for this request:

To fund a budget request for technology from the Office of the Public Defender. The technology expenditures have exceeded the projected recording fee revenue by 12,093. Florida Statute requires that Santa Rosa County fully fund these expenses.

Requested by Jayne Bell/s/

BUDGET DIRECTOR ACTION DOCUMENT NO. **2015-098**

Budget Updated: _____ Allowed: _____ Forwarded: _____ Returned: _____

Comment: _____ _____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION DATE: 02/09/15

Approved: ____ Hold: ____ Withdrawn: ____ Comment: _____

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this ***12th*** *day Of* ***February, 2015.***

ATTESTED: _____
CHAIRMAN

_____
CLERK OF THE COURTS

OFFICE OF THE PUBLIC DEFENDER

FIRST JUDICIAL CIRCUIT OF FLORIDA

ESCAMBIA • SANTA ROSA • OKALOOSA • WALTON

Web Address: www.pdo1.org

DEC 2 2 2014 BCC Adm Jayr Roy

RECEIVED DEC 2 3 2014 BY: HB

Cindy Peterson 595-4100 #223

BRUCE A. MILLER

PUBLIC DEFENDER

December 19, 2014

Mr. W.D. "Don" Salter, Chairman
Santa Rosa County Board of County Commissioners
6495 Caroline Street, Suite M
Milton FL 32570

Re: Public Defender Technology Budget Request
Fiscal 2014-15

Dear Mr. Salter:

My office submitted a budget request for technology funding from Santa Rosa County in the amount of $12,093.00. This request was made due to anticipation that the recording fee revenues would be insufficient in fiscal 2014-15 to cover the projected technology expenses for our Santa Rosa County office.

Under the Florida Constitution, Santa Rosa County is required to fully fund the technology expenses of the Public Defender's Office. Article V, Section 14 of the Constitution provides in part: "Counties shall be required to fund the cost of communication services...for the trial courts, public defenders' offices, state attorneys' offices...". Section 29.008(1)(f), Florida Statutes, clearly defines communications services to include all aspects of information technology including computer networks, systems, software, equipment, supplies, wiring, network connections, maintenance and support staff or services. In order to help defray some of these costs, the Florida Legislature in 2004 passed Section 28.24, Florida Statutes, which provides for the county to collect an additional $2.00 per page recording fee to be applied towards the technology expenses. These revenues are intended to be a partial funding source and are not intended to limit the counties' responsibility to adequately fund this office.

Our technology expenditures in fiscal 2013-14 totaled $79,245.49. Our total budget request for 2014-15 was $90,453.00 which exceeded the projected recording fee revenue by $12,093.00.

Since inception in 2004, our office has not exceeded our portion of the $2.00 fee. As a result, we have not always been able to replace or upgrade equipment when needed. This has caused a severe impact on our office.

We were advised on November 14 by Jayne Bell, Budget Director for Santa Rosa County, that our budget request was denied. She did not have a specific reason for the denial but did state that the County had other pressing financial obligations and was experiencing a decrease in some revenue streams.

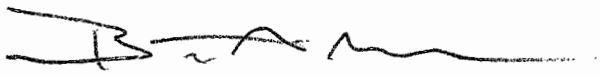
Section 27.54, Florida Statutes, provides in part: "Unless expressly authorized by law or in the General Appropriations Act, public defenders...are prohibited from spending state-appropriated funds on county funding obligations under s. 14, Art. V of the State Constitution beginning January 1, 2005. This includes expenditures on communications services and facilities as defined in s. 29.008."

We will take every step possible to keep technology costs to a minimum. All recording fee revenues will be utilized before any request is made to Santa Rosa County for payment of expenses.

I am requesting that Santa Rosa County fulfill their statutory obligation by authorizing funding for the Public Defender technology costs in excess of the recording fee revenues. Otherwise, a written notice of denial, with an explanation for the denial, will be necessary documentation in the event we are forced to spend state funds for the technology needs of our Santa Rosa County office.

Please feel free to contact me at 850-595-4100, ext. 245, if you have any questions.

Very truly yours,



Bruce Miller
Public Defender

98-091
Form 84001 Rev 8/10/92

BUDGET MODIFICATION RESOLUTION

No.

Whereas, the Board of County Commissioners has determined that a need exists to amend the budget pursuant to Florida Statute 129.06.
NOW, THEREFORE, The Board of County Commissioners of Santa Rosa County, Florida does make the following budget amendments:

REQUESTER ACTION — DATE: February 3, 2015

FROM: **Capital Fund**
TO: Board of County Commissioners
VIA: Budget Director
SUBJ: Request Approval of the following

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	Line Item Number	Description	Amount
Fund 302:	**9302 – 5990017**	**Future Capital Outlay**	**($ 34,150)**
	9302 – 5910001	**To General Fund**	**$ 34,150**
Fund 001:	**001 – 3810023**	**From Capital Fund**	**$ 34,150**
	2600 – 564001	**Machinery & Equipment**	**$ 34,150**

State reason for this request:

Transfer of funds from the Capital Fund to the Parks Department in the General Fund for two (2) 72" deck diesel mowers ($14,025 each) and one (1) 54" deck gasoline mower ($6,100).

Requested by: Avis Whitfield/s/

BUDGET DIRECTOR ACTION — DOCUMENT NO. **2015-099**

Budget Updated: _____ Allowed: _____ Forwarded: _____ Returned: _____

Comment: _____

_____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION — DATE: February 9, 2015

Approved: ____ Hold: ____ Withdrawn: ____ Comment: _____

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this ***12th*** *day Of* ***February, 2015.***

ATTESTED:

_____
CHAIRMAN

_____
CLERK OF THE COURTS

Jayne Bell

From: Avis Whitfield
Sent: Tuesday, February 03, 2015 12:54 PM
To: Jayne Bell
Cc: Hunter Walker; Stephen Furman; Tammy Simmons; Tom Collins
Subject: BA for Parks Department Equipment

Jayne,

We will have an item on the Public Works agenda at the next BOCC meeting to discuss approval to purchase the following equipment for the Parks Department from Smith Tractor Company Inc. based on comparison shopping:

* Two (2) 72" deck diesel mowers @ $14,025.00 each for total of $28,050.00

*One (1) 54" deck gasoline mower @ $6,099.00

Therefore, upon BOCC approval, I request a budget amendment to move funds to 2600-564001 (Machinery and Equipment) in the amount of $34,149.00.

Thanks,

Avis Whitfield
Director
Santa Rosa County Public Works

Florida has a very broad Public Records Law. Virtually all written communications to or from Santa Rosa County Personnel are public records available to the public and media upon request. E-mail sent or received on the county system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.

6

98-091
Form 84001 Rev 8/10/92

BUDGET MODIFICATION RESOLUTION

No.

Whereas, the Board of County Commissioners has determined that a need exists to amend the budget pursuant to Florida Statute 129.06.
NOW, THEREFORE, The Board of County Commissioners of Santa Rosa County, Florida does make the following budget amendments:

REQUESTER ACTION — DATE: February 4, 2015

FROM:	**District 4 Rec Fund**	ADDITION:
TO:	Board of County Commissioners	MODIFICATION: X
VIA:	Budget Director	DELETION:
SUBJ:	Request Approval of the following	OVERDRAFT:

	Line Item Number	Description	Amount
Fund 314:	**2324 – 599001**	**Reserve for Contingencies**	**($ 14,662)**
	2324 – 59100001	**To General Fund**	**$ 14,662**
Fund 001:	**001 – 3810003**	**From District 4 Rec Fund**	**$ 14,662**
	2600 – 552001	**Operating**	**$ 14,662**

State reason for this request:

Transfer of funds from District 4 Rec Fund to the Parks Department in the General Fund to purchase twelve 15 foot benches @ $500 each, four 53 gallon concrete trash receptacles @ $498 each and eighteen 30 gallon concrete trash receptacles @ $295 each for the Navarre Sports Complex. Shipping is $1,359.

Requested by: Tammy Simmons/s/

BUDGET DIRECTOR ACTION — DOCUMENT NO. **2015-100**

Budget Updated: _____ Allowed: _____ Forwarded: _____ Returned: _____

Comment: _____ _____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION — DATE: February 9, 2015

Approved: ____ Hold: ____ Withdrawn: ____ Comment: _____

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12th day of ***February, 2015.***

ATTESTED:

_____
CHAIRMAN

_____
CLERK OF THE COURTS

2015-100

Henry Brewton

From: Tammy Simmons
Sent: Tuesday, February 03, 2015 5:19 PM
To: Jayne Bell; Avis Whitfield
Cc: Henry Brewton; Commissioner Rob Williamson
Subject: RE: BA from District 4 Rec Funds

Need to add $8,661.31 to this budget amendment to purchase 4 - 53 gallon concrete trash receptacles ($498 each) and 18 – 30 gallon concrete trash receptacles ($295 each) for Navarre Sports Complex. Shipping is $1359.31.

From: Tammy Simmons
Sent: Wednesday, January 21, 2015 8:10 AM
To: Jayne Bell; Avis Whitfield
Cc: Henry Brewton; Commissioner Rob Williamson
Subject: BA from District 4 Rec Funds

Need a BA in the amount of $5,999.88 from District 4 Recreation Funds to purchase 12 player benches, proposal attached.

Tammy C. Simmons
Administrative Services Manager
6075 Old Bagdad Highway
Milton, FL 32583
850-983-1858 Phone
850-623-1331 Fax

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314-2324-599001 <14,662>
2324-59100001 14,662
001-3810003 14,662
2600-552001 14,662

BSN SPORTS

P.O. Box 7726, DALLAS, TX 75209
TEL: 1-800-527-7510 FAX: 1-800-899-0149
Come Visit us at www.bsnsports.com

Quotation

Repeat Printout

Document Number: 20673233
P.O. Number : Benches - Green
Doc. Creation Date: 12/23/2014
Customer Number: 1604369
Sales Rep : Alex Martinez
Ordered by : Tammy Simmons

This is NOT a Bill - DO NOT PAY.

Customer #:1604369
Sold To: SANTA ROSA COUNTY
BOARD OF COMMISSIONERS
6495 CAROLINE STREET SUITE J
MILTON FL 32570

Ship To: SANTA ROSA COUNTY PUBLIC WORKS
6075 OLD BAGDAD HIGHWAY
MILTON FL 32583

Payer: SANTA ROSA COUNTY
BOARD OF COMMISSIONERS
6495 CAROLINE STREET SUITE J
MILTON FL 32570

Item Number	Item Description	Delivery DT(S)	SKU	Color/ Team/ Size	Qty/ UOM	Unit Price	Extended Price
BEPB15C	15' Permanent Bench w/ Back Dk Grn	01/12/2015	BEPB15CG	Green	12EA	499.99	5,999.88

Attn. Tammy Simmons

***** Quote is valid until 1/12/2015. *****

+

Freight Special - Free shipping on quote.

Check your quote at **www.bsnsports.com/?&ProgramID=20673233&zip=32583**

Merchandise Sub Total	Other	Freight	Sales Tax	Payment/Credit Applied	Total Order Amount
$ 5,999.88	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 5,999.88

98-091
Form 84001 Rev 8/10/92

BUDGET MODIFICATION RESOLUTION

No.

Whereas, the Board of County Commissioners has determined that a need exists to amend the budget pursuant to Florida Statute 129.06.
NOW, THEREFORE, The Board of County Commissioners of Santa Rosa County, Florida does make the following budget amendments:

REQUESTER ACTION — DATE: February 4, 2015

FROM:	**District 3 Rec Fund**	ADDITION:
TO:	Board of County Commissioners	MODIFICATION: X
VIA:	Budget Director	DELETION:
SUBJ:	Request Approval of the following	OVERDRAFT:

	Line Item Number	**Description**	**Amount**
Fund 313:	**2323 – 599001**	**Reserve for Contingencies**	**($ 8,600)**
	2323 – 59100001	**To General Fund**	**$ 8,600**
Fund 001:	**001 – 38100010**	**From District 3 Rec Fund**	**$ 8,600**
	2600 – 562001	**Buildings**	**$ 8,600**

State reason for this request:

Transfer of funds from District 3 Rec Fund to the Parks Department in the General Fund to build a building at the Fidelis Community Center and Park to cover the concession trailer and connect water and electrical services.

Requested by: Tammy Simmons/s/

BUDGET DIRECTOR ACTION — DOCUMENT NO. **2015-101**

Budget Updated: _____ Allowed: _____ Forwarded: _____ Returned: _____

Comment: _____ _____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION — DATE: February 9, 2015

Approved: ____ Hold: ____ Withdrawn: ____ Comment: _____

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12th day of ***February, 2015.***

ATTESTED: _____
CHAIRMAN

_____
CLERK OF THE COURTS

2015-101

Henry Brewton

From: Commissioner Salter
Sent: Tuesday, February 03, 2015 6:24 PM
To: Tammy Simmons
Cc: Jayne Bell; Henry Brewton; Avis Whitfield; Jimmy White
Subject: Re: Fidelis Community Center and Park

I approve.

Sent from my iPhone

On Feb 2, 2015, at 2:14 PM, Tammy Simmons <TammyS@santarosa.fl.gov> wrote:

> Need a budget amendment in the amount of $8,600 from District 3 recreations funds for a building to cover concession trailer. Building = $5,000; water connections = $600; electrical = $3,000. I do not have the figures on the septic tank yet, I will have to come back for a budget amendment on that at a later date.
>
> Tammy C. Simmons
> Administrative Services Manager
> 6075 Old Bagdad Highway
> Milton, FL 32583
> 850-983-1858 Phone
> 850-623-1331 Fax

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313 - 2323-599001 <8,600>
2323 - 5910001 8,600
001 - 3810001D 8,600
2600 - 562001 8,600

98-091
Form 84001 Rev 8/10/92

BUDGET MODIFICATION RESOLUTION

No.

Whereas, the Board of County Commissioners has determined that a need exists to amend the budget pursuant to Florida Statute 129.06. NOW, THEREFORE, The Board of County Commissioners of Santa Rosa County, Florida does make the following budget amendments:

REQUESTER ACTION — DATE: February 4, 2015

FROM: **District 4 Rec Fund**
TO: Board of County Commissioners
VIA: Budget Director
SUBJ: Request Approval of the following

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	Line Item Number	Description	Amount
Fund 314:	**2324 – 599001**	**Reserve for Contingencies**	**($ 126,864)**
	2324 – 59100001	**To General Fund**	**$ 126,864**
Fund 001:	**001 – 3810003**	**From District 4 Rec Fund**	**$ 126,864**
	2600 – 552001	**Operating**	**$ 1,950**
	2600 – 564001	**Equipment**	**$ 124,914**

State reason for this request:

Transfer of funds from District 4 Rec Fund to the Parks Department in the General Fund to purchase playground equipment for the Navarre Sports Complex from J. A. Dawson under the U.S. Communities contract #110179 and to build a 12' x 24' pavilion and 2 picnic tables.

Requested by: Tammy Simmons/s/

BUDGET DIRECTOR ACTION — DOCUMENT NO. **2015-102**

Budget Updated: _____ Allowed: _____ Forwarded: ____ Returned: _____

Comment: _____

_____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION — DATE: February 9, 2015

Approved: ___ Hold: ___ Withdrawn: ___ Comment: _____

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12th day of ***February, 2015.***

ATTESTED:

_____
CHAIRMAN

_____
CLERK OF THE COURTS

2015-102

SANTA ROSA COUNTY
BOARD OF COMMISSIONERS
Administrative Services/Parks Operations

JAYER WILLIAMSON, District 1
ROBERT A. "BOB" COLE, District 2
W.D. "DON" SALTER, District 3
ROB WILLIAMSON, District 4
LANE LYNCHARD, District 5

Santa Rosa Administrative Services
6075 Old Bagdad Highway
Milton, Fl 32570-4592

Hunter Walker, County Administrator
Roy V. Andrews, County Attorney
Jayne N. Bell, OMB Director

MEMORANDUM

DATE: February 4, 2015

TO: HUNTER WALKER, COUNTY ADMINISTRATOR

FROM: TAMMY C. SIMMONS, ADMINISTRATIVE SERVICES MANAGER

RE: NAVARRE SPORTS COMPLEX: ADA COMPLIANT 5-12 AGE PLAYGROUND – PHASE 1

Recommend the Board of County Commissioners authorize the purchase of playground equipment for the Navarre Sports Complex from J. A. Dawson & Company in the amount of $124,913.62. Purchase will be made utilizing U. S. Communities (http://www.uscommunities.org/about/founders-and-state-sponsors/) contract #110179 which is approved by the Florida State Purchasing Authority and complies with our ordinance.

Recommend budget amendment in the amount of $126,863.62 from District 4 recreation funds to purchase playground equipment, build a 12' x 24' pavilion and 2-picnic tables for Navarre Sports Complex as approved by District 4 Commissioner.

If you have questions, or need additional information, please contact me.

314-2324-599001	(126,864)
2324-59100001	126,864
001-38100003	126,864
2600-552001	1,950
2600-564001	124,914

98-091
Form 84001 Rev 8/10/92

BUDGET MODIFICATION RESOLUTION

No.

Whereas, the Board of County Commissioners has determined that a need exists to amend the budget pursuant to Florida Statute 129.06.
NOW, THEREFORE, The Board of County Commissioners of Santa Rosa County, Florida does make the following budget amendments:

REQUESTER ACTION — DATE: February 4, 2015

FROM:	**Court Facilities**	ADDITION:
TO:	Board of County Commissioners	MODIFICATION: X
VIA:	Budget Director	DELETION:
SUBJ:	Request Approval of the following	OVERDRAFT:

	Line Item Number	**Description**	**Amount**
From:	**102 – 3990001**	**Cash Carried Forward**	**$ 18,000**
To:	**5016 – 534001**	**Other Contract Services**	**$ 18,000**

State reason for this request:

Carries forward funds for Janitorial Services and Panhandle Alarm in the Court Facilities Department. The FY2015 budget request for these services was omitted by mistake.

Requested by: Thad Allen/s/

BUDGET DIRECTOR ACTION — DOCUMENT NO. **2015-103**

Budget Updated: _____ Allowed: _____ Forwarded: ____ Returned: _____

Comment: _____ _____
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION — DATE: February 9, 2015

Approved: ___ Hold: ___ Withdrawn: ___ Comment: _____

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12th day Of ***February, 2015.***

ATTESTED:

_____
CHAIRMAN

_____
CLERK OF THE COURTS

No support documentation for this agenda item.