

August 20, 2012

ECONOMIC DEVELOPMENT COMMITTEE

1. Discussion of following actions regarding establishment of Economic Development Office (EDO):
 - Approve the Budget for the remainder of the year.
 - Approve contract with Shannon Ogletree as the Interim Economic Development Director.
 - Authorize joint letter with TEAM to Florida Defense Alliance, Inc. requesting transfer of current and pending Defense Reinvestment Grants (DRG) from TEAM to Santa Rosa County.
 - Authorize County Attorney and County Administrator to work with TEAM/EA Board of Directors on office/operation related matters prior to September 1, 2012.
2. Discussion of appointment of Gretchen Clarke of App River, Inc. to the Workforce Escambia Inc., Board of Directors as recommended by SRC Economic Alliance.
3. Economic Update by Santa Rosa Economic Alliance.



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

HUNTER WALKER, County Administrator
ANGELA J. JONES, 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: August 15, 2012

SUBJECT: Economic Development Office (EDO)

Pursuant to directive of the Board, this office proposes the establishment of the Economic Development Office (EDO) effective September 1, 2012. The FY2011-2012 Budget will be amended to include this department for the remaining month in this budget year and the FY2012-2013 budget will be amended to include the entire year.

My intent is to retain the current three (3) employees on an interim basis through the recruitment and subsequent transition process and once permanent director in place to completely review the operation and make recommended changes to Board on operation and structure. I propose to continue the operation at the current facility and the County Attorney and I will work with TEAM Board of Directors to transition the files, computers, equipment, contracts, etc with the overarching goal to make the change and transition from TEAM EDC, Inc. to the County seamless to public, stakeholders, etc.

The County Public Information Officer is working to ensure that the current communications "store front" of TEAM/EA is seamlessly transitioned to County specifically including the website and related marketing efforts. This is the face of SRCEDO and as such will need to change to reflect new structure, while indicating continuity as County proceeds through transition.

Currently TEAM/EA holds the Florida Defense Reinvestment Grant (DRG) issued by Enterprise Florida, Inc. which funds the Military Affairs Consultant contract with Pete Gandy. Enterprise Florida, Inc. has

indicated that a joint letter from TEAM/EA and Santa Rosa County requesting the transfer of the current Defense Reinvestment Grant (DRG) as well as the pending DRG grant from TEAM to the County would be sufficient. Once these grants have been transferred, then the Board will decide on the aforementioned consulting contract with Pete Gandy. I would expect to advertise a request for proposals or qualifications for these services for new contract, if funded.

During this transition phase, the Interim Director and I will meet with some of the substantial economic development stakeholders including Gulf Power, the banks, and others who through the years have promoted and supported economic development in Santa Rosa County. The intent is to assist the Interim Director and myself during this transition and beginning the process of identifying a structure for on-going, effective private sector input/involvement in the County economic development efforts.

This will continue to be a work in progress and I expect it to continue to evolve and improve through the next several years. I am reasonably confident we can move through the interim and transition with minimal disruption and be responsive to the Air Bus, RESTORE, and other opportunities which have been presented.

The following are actions the Board will need to take to initiate this process:

- Establish the Economic Development Office and approve the Budget for the remainder of the year.
- Approve contract with Shannon Ogletree as the Interim Economic Development Director
- Authorize joint letter with TEAM to Florida Defense Alliance, Inc. requesting transfer of current and pending Defense Reinvestment Grants (DRG) from TEAM to Santa Rosa County.
- Authorize County Attorney and County Administrator to work with TEAM/EA Board of Directors on office/operation related matters prior to September 1, 2012.

This matter will be included on Economic Development Committee agenda for August 20, 2012 meeting.

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 Shannon Ogletree, hereinafter called "DIRECTOR",

WITNESSETH:

WHEREAS, COUNTY desires to employ the services of DIRECTOR.

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 DIRECTOR entering this contract, and

WHEREAS, it is the desire of DIRECTOR to accept employment as Director of Economic Development of County.

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

1. **DUTIES.** COUNTY hereby confirms its appointment of DIRECTOR and DIRECTOR hereby confirms his acceptance of such appointment, to be Director of Economic Development for Santa Rosa County. DIRECTOR's duties shall include such other duties as directed by the County Administrator.

2. **PERFORMANCE OF DUTIES.** All acts performed by the 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 DIRECTOR and without authority of the COUNTY.

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

4. **FULL-TIME OCCUPATION.** The parties expect that DIRECTOR will devote substantially his full working time to the performance of the duties required hereunder. To this end, 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 DIRECTOR from taking reasonable periods of leave commensurate with reasonable personal, sickness and vacation leave; provided, however, that DIRECTOR shall remain responsible for proper discharge of his duties through the County's employees under his supervision.

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 DIRECTOR and all rights and obligations under this Agreement in favor of DIRECTOR are personal and shall not be assignable.

6. **TERMINATION.** This agreement may be terminated by either party without cause upon giving sixty (60)-days written notice. The COUNTY may terminate DIRECTOR with less than sixty (60)-days notice if COUNTY pays a lump sum cash amount equal to DIRECTOR's salary for the period of time that notice of termination is less than sixty (60) days.

The lump sum cash payment provided for in this section shall be DIRECTOR's exclusive remedy for any breach of this contract by COUNTY. 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 DIRECTOR acknowledges he shall not be entitled to any other lump sum payments other than his accrued leave.

In the event DIRECTOR voluntarily terminates this Agreement with COUNTY, then DIRECTOR shall give COUNTY sixty (60)-days advance written notice, unless mutually agreed otherwise. In the event of such voluntary termination DIRECTOR shall be entitled to be paid in full for accumulated annual leave.

7. **COMPENSATION.** COUNTY agrees to compensate DIRECTOR for his services rendered pursuant hereto at the rate of \$87,000.00 per annum, payable biweekly in accordance with pay periods for County employees. 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, unless otherwise mutually agreed upon. Said adjustments to DIRECTOR's compensation shall be deemed automatically approved each year and will not require independent Board action.

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. DIRECTOR shall further receive all rights, fringe benefits, privileges and coverage otherwise afforded to classified County employees. 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.** DIRECTOR shall be included in COUNTY's group insurance benefit programs, including full right to participation therein both as to herself and his dependents. COUNTY shall pay, on behalf of DIRECTOR the same portion of group insurance benefits as paid for County employees.

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

10. **PROFESSIONAL DEVELOPMENT.** COUNTY hereby agrees to budget and to pay the travel, tuition and subsistence of DIRECTOR for professional and official travel in such amounts as are authorized by law and approved by the County Administrator.

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

12. **TERM.** This Agreement shall take effect on September 3, 2012, and shall continue thereafter until terminated. 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.

13. **INDEMNIFICATION.** The COUNTY shall defend, save harmless and indemnify the 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 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.

14. 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. DIRECTOR shall commence his duties as Director of Economic Development effective September 3, 2012.

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 _____, 2012.

**BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY FLORIDA**

CHAIRMAN

ATTEST

Clerk

DIRECTOR OF ECONOMIC DEVELOPMENT

SHANNON OGLETREE



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August 15, 2012

Hunter Walker
Santa Rosa County Administrator
6495 Caroline Street, Suite D
Milton, FL 32570

Dear Mr. Walker:

The Escarosa Regional Workforce Development Board, Inc. has a vacancy for a board member from Santa Rosa County. Santa Rosa Economic Alliance (TEAM) would like to nominate: Gretchen Clarke, Director of Training and Development of App River. A profile sheet and Curriculum Vitae for Ms. Clarke is attached for your review. This is for a three year term.

Please place this request on your Board of Santa Rosa County Committee Meeting agenda on August 20, 2012.

If you need additional information regarding the above mentioned nominations, please contact me at 623-0174.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Ogletree", is written over a horizontal line.

Shannon Ogletree
Interim Executive Director

c: Susan Nelms, Workforce Escarosa
Gretchen Clarke, App River

**WORKFORCE ESCAROSA, INC.
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR**

TYPE OF BUSINESS (Check all that apply): Small Business (less than 500 employees)
 Minority Owned

Name: Gretchen Clarke Title: Director of Training & Development
 Business Name: Appriox
 Address: 1101 Gulf Breeze Pkwy, Suite 200 Phone No.: 850-932-5338
Gulf Breeze, FL 32561 FAX No.: 850-932-5339
 E-Mail Address: gclarke@appriox.com
 Cell Phone No.: 850-637-2107

Home Address: 10560 East Bay Blvd
Gulf Breeze, FL 32563

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	RACE: <input type="checkbox"/> Black <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> White <input type="checkbox"/> Ameri. Indian <input type="checkbox"/> Other	VETERAN: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	AGE: <input checked="" type="checkbox"/> <55 <input type="checkbox"/> 55 OR >	DISABLED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Community Organization Memberships

Toastmasters, American Society for Training & Development,
Leadership Pensacola Alumni

Board Memberships

Pensacola State College Advisory Boards (IT); NW
Florida NBLC Advisory Council; EBITS Technology Advisory
Council

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.

People success equates to business success & I want to be
involved with an organization whose goal it is to develop
& connect a skilled workforce with our local industries.
These key elements must be aligned in order for
successful communities & organizations to thrive.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?

Yes No

Please return this form to:

Team Santa Rosa
Economic Development Council
6491 Caroline Street, Suite 4
Milton, FL 32570

Phone No.: 623-0174
Fax No.: 623-5932

No support documentation for this agenda item.

August 20, 2012

ADMINISTRATIVE COMMITTEE

1. Discussion of establishment of Local Restore Council pursuant to RESTORE Act of 2012.
2. Discussion of proposals received for Outside Legal Counsel for Oil Spill Related Issues.
3. Discussion of final design for Equestrian Center at East Milton Park as presented by Bay Design Group.
4. Discussion of Federally Funded Grant Agreement with Florida Division of Emergency Management for public assistance reimbursement for Tropical Storm Debby.
5. Discussion of purchase of replacements for the Self Checkout Units from present vendor EnvisionWare at Pace and Gulf Breeze libraries at a cost of \$57,910.
6. Discussion of use of the Navarre Park for the 17th annual Christmas in the Park sponsored by the Navarre Beach Area Chamber of Commerce Saturday, December 1, 2012.
7. Discussion of waiver of fees at Navarre Beach Fishing Pier during October for Kids Fish Fee event in conjunction with the Beaches to Woodlands tour.
8. Discussion of contract with Florida Department of Environmental Protection for 2012-2013 Coastal Partnership Initiative Grant for Bagdad Mill Site Phase One.
9. Discussion of scheduling public hearing on proposed boating restrictions proximate to the Archie Glover boat ramp.
10. Discussion of replacing phone system at Public Services complex.
11. Discussion of canceling the September 24, 2012 Committee-of-the-Whole meeting and the September 27, 2012 Regular meeting due to conflict with 2012 Gulf Power Economic Symposium.

12. Discussion of scheduling Oath of Office and Board Reorganization meeting for Tuesday, November 20, 2012 beginning at 9:00 a.m.
13. Public Hearing items scheduled for 9:30 a.m. Thursday, August 23, 2012: None

RESTORE ACT of 2012 – Direct
Allocations – Local Restore Council

10 Members

5 appointed by BOCC, with expertise in the environment, coastal resources, business development, tourism, economic development.

2 members of the BOCC (Chairman + 1)

1 member recommended by each of Navarre COC, City of Gulf Breeze, and City of Milton

BID OPENING
August 9, 2012
Milton, Florida

Present: Procurement Officer; and Budget Analyst II. The meeting took place at 10:00 a.m.

The purpose of the meeting was to open request for proposals for Outside Legal Counsel for Oil Spill Related Issues. Proposals were received from the following:

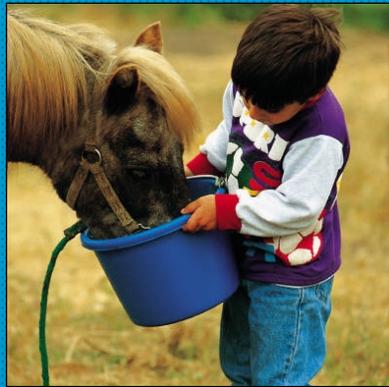
RFP-Outside Legal Counsel for Oil Spill Related Issues:

- | | |
|-------------------------------------------------------------------|----------|
| 1. Lindsay & Andrews | Proposal |
| 2. Levin, Papantonio, Thomas, Mitchell, Rafferty, & Proctor, P.A. | Proposal |



Santa Rosa County Equestrian Center Update

Milton, FL



prepared for:

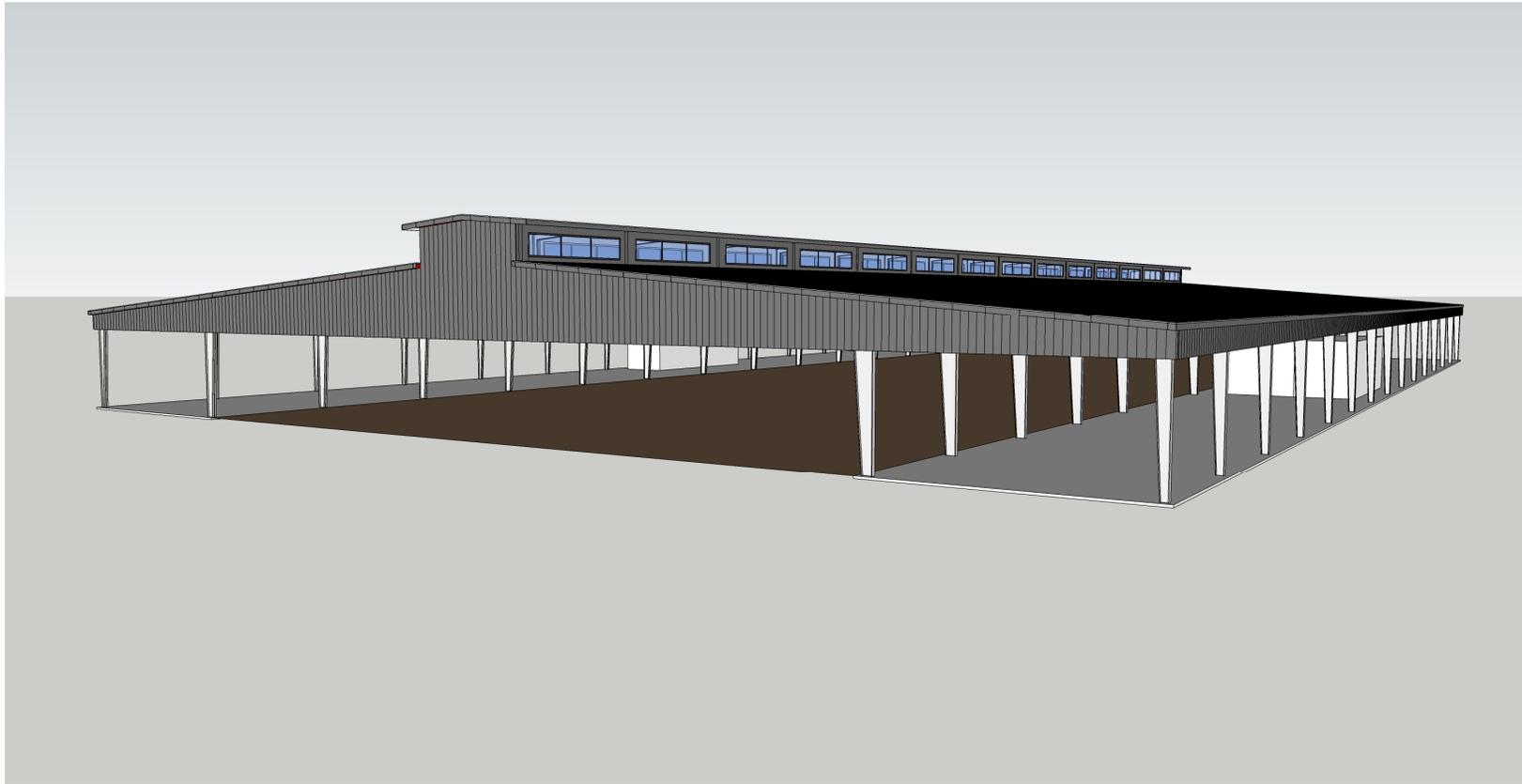
**Santa Rosa County
Board of County Commissioners**

August 2012



bay design
associates architects
architecture + sustainability
720 bayfront parkway, suite 200
pensacola, fl 32502
P: (850) 432-0706
F: (850) 433-0509
baydesign.com

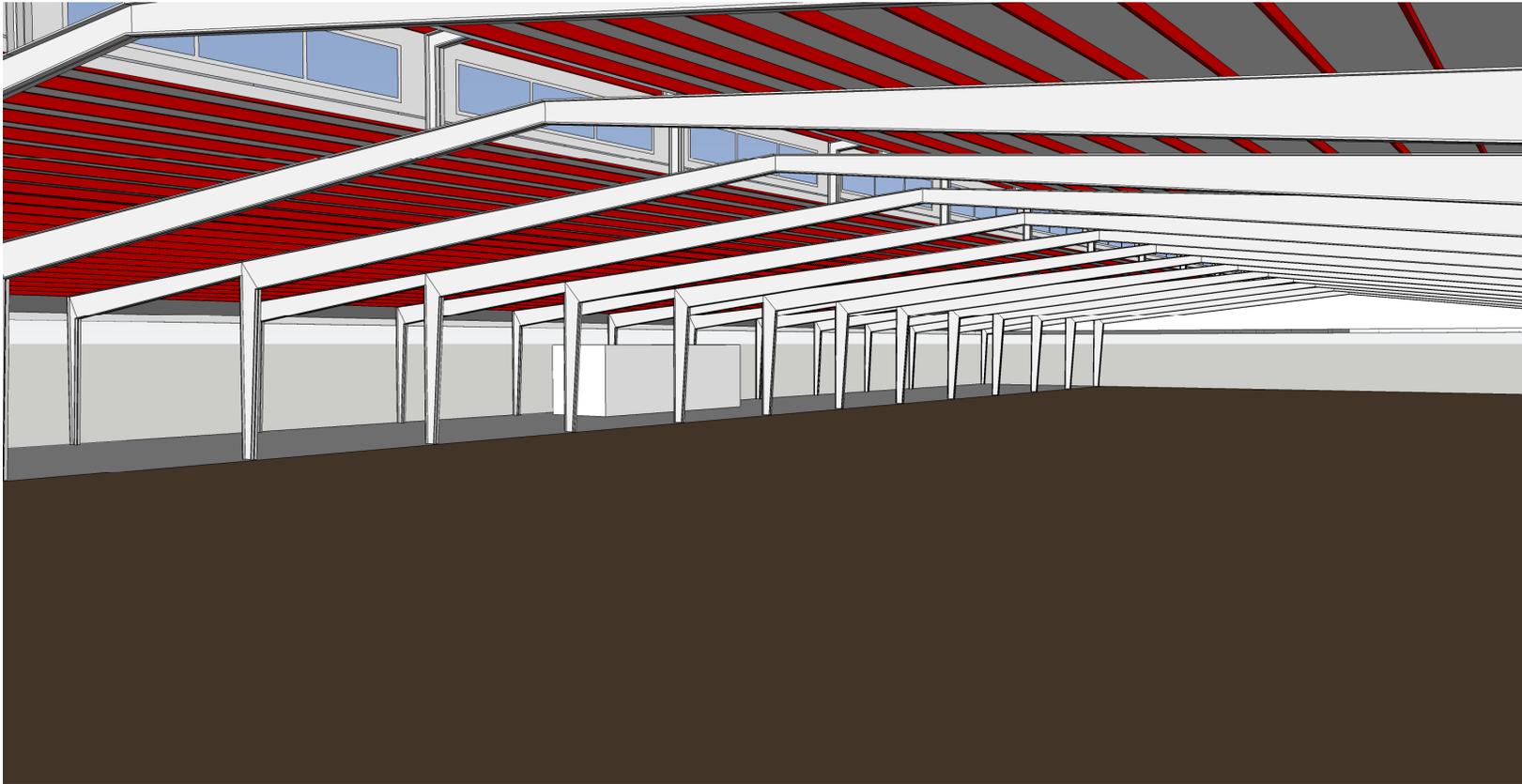
*Santa Rosa County Equestrian Center
Milton, FL*



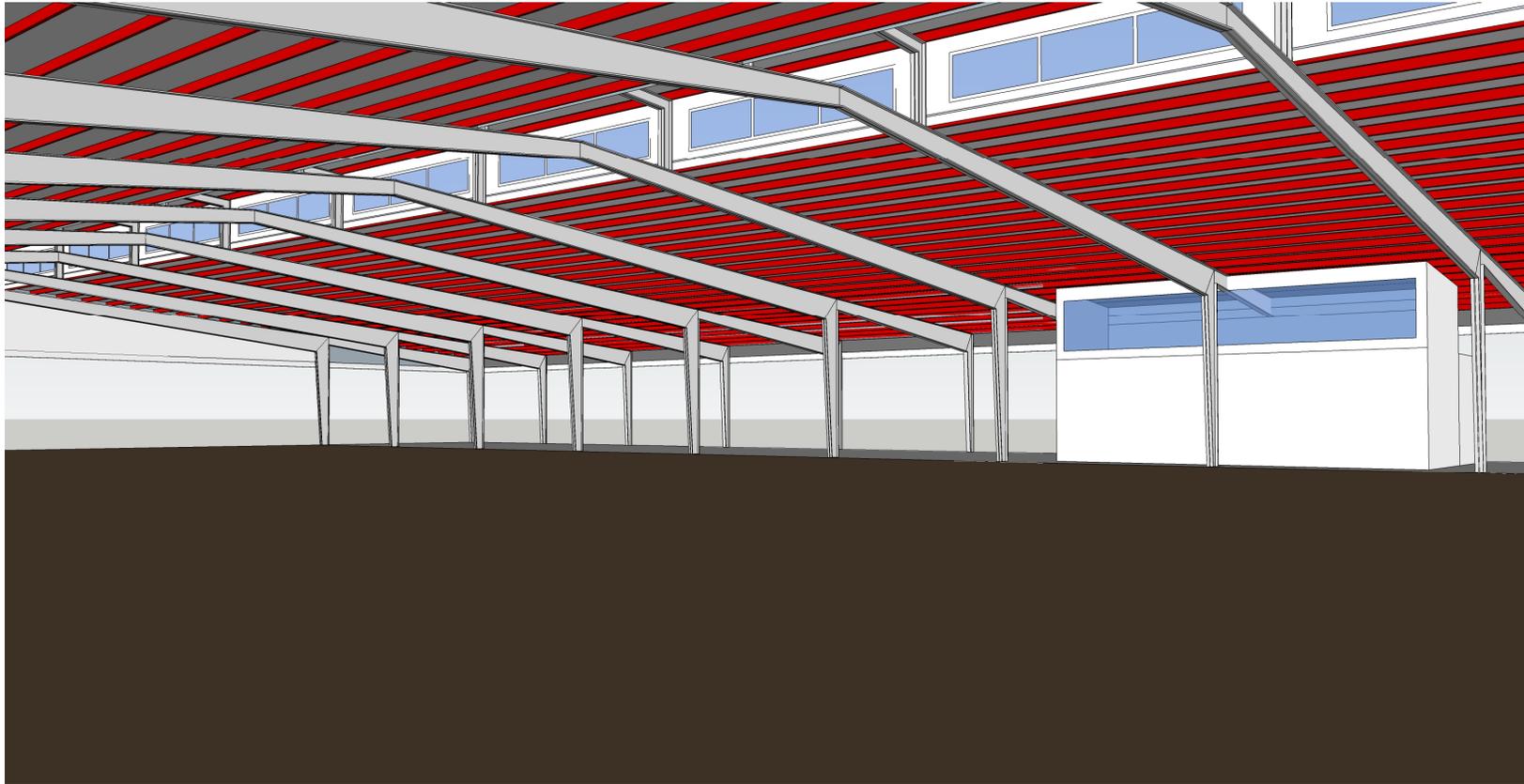
Santa Rosa County Equestrian Center
Milton, FL



Santa Rosa County Equestrian Center
Milton, FL

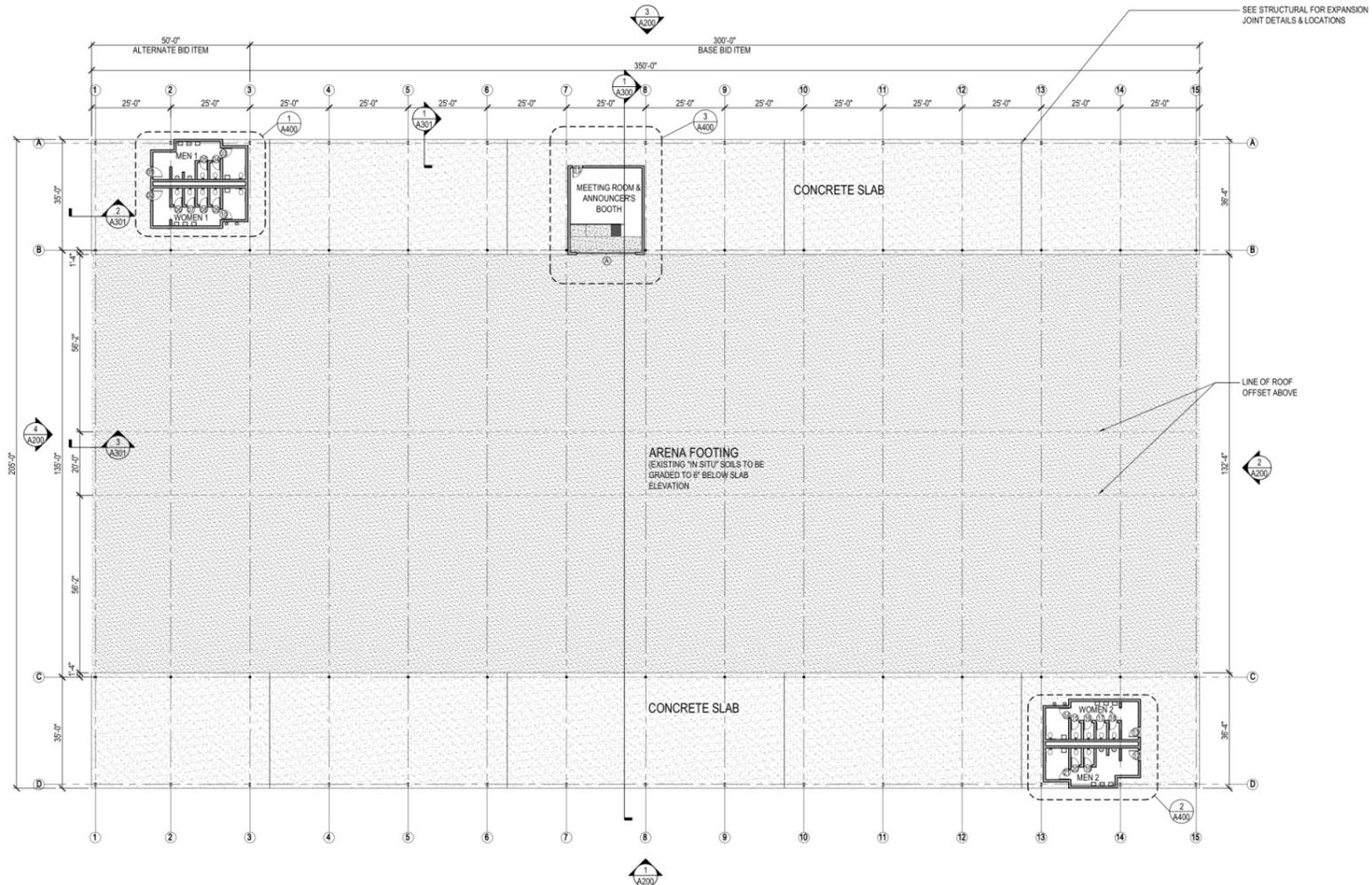


*Santa Rosa County Equestrian Center
Milton, FL*



Santa Rosa County Equestrian Center
Milton, FL

Floor Plan

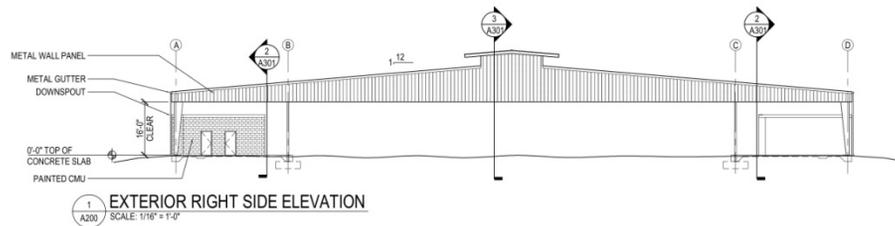
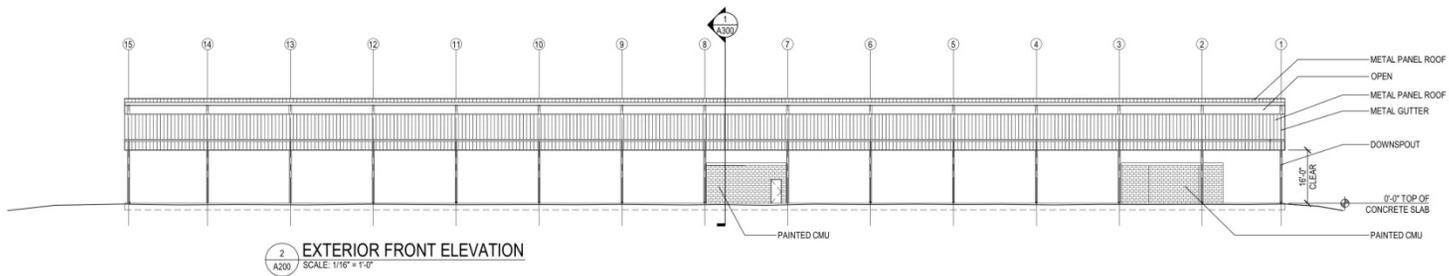
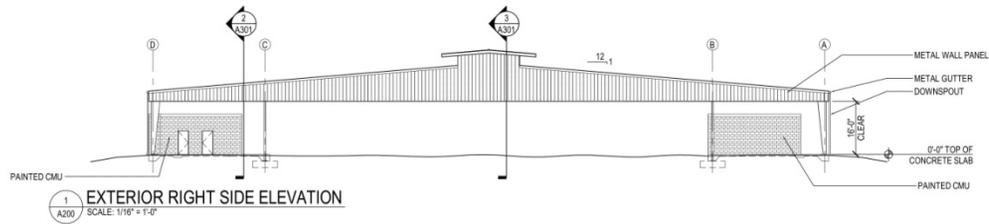
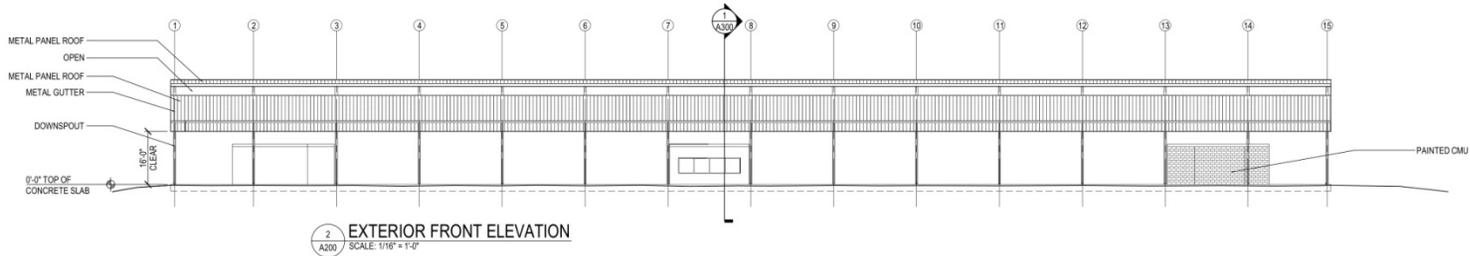


1 BUILDING FLOOR PLAN
SCALE: 1/16" = 1'-0"



Santa Rosa County Equestrian Center
Milton, FL

Elevations



Santa Rosa County Equestrian Center
Milton, FL

• Base Building:	
• Pre-Engineered Metal Building (delivered price-materials only)	\$462,000
• Metal Building erection (\$2/sf)	\$123,000
• Foundation/Slab (no slab in center 133'x300' area)	\$102,000
• Fire Sprinkler system	\$ 97,000
• Electrical (panels/lighting/power)	\$125,000
• <u>General Contractor supervision/overhead/profit/etc</u>	<u>\$ 95,000</u>
• <i>Sub-Total</i>	<i>\$1,004,000</i>
• Alternate Items:	
• Restroom Facilities	\$150,000
• Meeting Room/Judges' Platform	\$ 80,000
• <u>Extra 50' Building length</u>	<u>\$175,000</u>
• <i>Sub-Total</i>	<i>\$405,000</i>
• <u>Total Construction Cost</u>	<u>\$1,409,000</u>
• Contingency	<u>\$100,000</u>
•	
• <i>Total Construction Budget Estimate</i>	<i>\$1,509,000</i>
• <i>(excludes sitework, site utilities, tap fees, A&E fees, testing/surveys)</i>	

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Santa Rosa County Board of County Commissioners

Sheila Harris, Special Projects/Grant Coordinator

6495 Caroline Street, Milton, FL. 32570-4978, Phone (850) 983-1848 / Fax (850) 983-1944

MEMORANDUM

TO: Hunter Walker
FROM: Sheila Harris, Grants Coordinator
DATE: 08/13/2012
RE: Public Assistance Funding Agreement for Tropical Storm Debby

Santa Rosa County was declared an eligible county for Tropical Storm Debby under the Florida Public Assistance program. Attached is the Public Assistance Funding Agreement for the storm. This needs to be approved and signed at the next meeting in order for us to receive reimbursement.

The funding agreement for both storms is 75% federal, 12.5% state, and local 12.5%.

Please let me know if you have any questions.

AUG 13 2012



Santa Rosa County
Library System

5

To: Hunter Walker, County Administrator

Cc: DeVann Cook, Human Resources Director

From: Gwen Wilson, Library Director

Date: August 13, 2012

Re: Self Checkout Replacements

The self checkout units at Gulf Breeze, Milton, Navarre, and Pace libraries need to be replaced. There were originally two units at each library. The units were purchased in 2006 and are about six years old. This is beyond the suggested four to five year lifespan of the units. As a result, the units have become slower and have begun to break down. This has resulted in the need to send the units back and forth to the manufacturer for repair. Each library is now down to one working unit and those are not operating at full capacity.

Replacing the units will be very beneficial to the library system and its patrons. There are often long lines at the service desks, especially during special programs. The machines provide an option for patrons who may not wish to wait in line for a staff person to check out their books or to find out information about their library accounts. They also offer additional privacy to library patrons. Patrons can come into the facility, select items, and check them out without unwanted interaction and without anyone seeing what has been checked out.

The units free up staff time so a greater number of customers can be taken care of in an expedient manner. They also help library staff balance the time they need to work on the numerous other tasks that do not involve customer interaction.

We have had maintenance assistance from the manufacturer, but the cost of shipping, loss of product use, and the amount of staff time spent on these older machines without the desired results indicate that it is time to replace the units.

The attached quote includes the cost of replacing the Self Checkout units as well as the Reservation Stations at each library, including Jay. This will allow the convenience and versatility of having the same, upgraded interface and software at all self service machines. The quote includes the cost of installation as well as additional software that will expand our self service options.

Thank you,

Gwen

Attached: Envisionware Quote for Replacement Units

EnvisionWare®

Self Service and Library Efficiency Solutions

EnvisionWare, Inc.
2855 Premiere Parkway | Suite A
Duluth GA 30097-5201
United States
800-216-8370
<http://www.envisionware.com>
Tax ID # 58-2424595

Quotation

Page 1 of 2

Date	8/7/2012
Estimate #	US-13039
Quote Expires	11/5/2012
Expected Close	9/28/2012
Project	
Sales Rep	Evans, Ken
Partner	71002 Polaris Library Sy...
Currency	US Dollar
Memo	
Terms	Net 30 Days
End User	
End User Expiration	
Maint. Expiration	11/30/2012

Bill To

Gwen Wilson
Santa Rosa County Library System
Administration Center
6275 Dogwood Drive
Milton FL 32570
United States

Ship To

Natasha Godwin
Santa Rosa County Library System
Administration Center
6275 Dogwood Drive
Milton FL 32570
United States

Item	Qty	Description	Unit Price	Amount
SSC-OS-SW-EN T Site License (05)	5	ONESTOP SELF SERVICE CIRCULATION SOFTWARE ENTERPRISE SITE LICENSE FOR MULTI-BRANCH SYSTEMS - TIER 05 - 09 #ENTER Number of Buildings (5+) - For less than 5 buildings use 'SSC-OS-SW Bundle' ** Enterprise license offers unlimited software licenses per building. ** OneStop Self Service Circulation Software - the most powerful system for check out, check in and the integration of optional solutions including self service fine payment, PC Reservation(R), LPT:One print control, and AAM library account management. Customizable HTML interface and user-defined workflow ** EnvisionWare Central Management ++ OPTIONS: On-screen Virtual Keyboard, EnvisionWare AIO Desktop and Kiosk, Branch Manager (help requests and email receipts,) EnvisionWare eCommerce Services and EnvisionWare RFID Software Suite-ENT Site License	2,650.00	13,250.00
SSC-AIO/HR-UB Desktop	13	ENVISIONWARE ALL-IN-ONE HR DESKTOP HARDWARE SYSTEM ** -All-In-One HR PC with Windows and 17" Touch Screen ** High speed Receipt Printer ** Linear Image Scanner ** Track2 Credit Card Swipe Reader -- OPTIONS -- ++ OneStop Self Service Circulation Software Bundle ++ SSC-OS-U Virtual Keyboard ++ EnvisionWare Circulation API for Polaris ExpressCheck Integration ++ EnvisionWare I-Link for III Express Lane Integration	2,995.00	38,935.00
Subtotal				52,185.00
		Placeholder for Polaris SIP. \$450/Self-Service Unit= \$5850.00		
PS-PM-RF-BLDG	4	ENVISIONWARE COLLABORATIVE PROJECT SERVICES -- PER BUILDING An EnvisionWare Implementation Consultant will collaborate with you and your team on the development of a strategy that ensures optimal use of your EnvisionWare technology investment. ** Price includes installation of all products ordered or guidance to install all items that are ordered as part of a single project/trip on a per building basis. EnvisionWare experts work in concert with one or more members of your team. EnvisionWare generally installs management	1,000.00	4,000.00



EnvisionWare, Inc.
 2855 Premiere Parkway | Suite A
 Duluth GA 30097-5201
 United States
 800-216-8370
<http://www.envisionware.com>
 Tax ID # 58-2424595

Quotation

Page 2 of 2

Date
 Estimate #

8/7/2012
 US-13039

Item	Qty	Description	Unit Price	Amount
		<p>or host components, RFID gates and related hardware, and trains customers in the deployment of patron and staff stations.</p> <p>** The Project begins with a Launch Webinar to introduce representatives from your team and ours. In the Launch discussion we will collaborate on project goals, schedule, and milestones.</p> <p>** A Statement of Work will be developed collaboratively which defines the responsibilities of EnvisionWare and your staff and which establishes the criteria that define your acceptance of the solution.</p> <p>** The Implementation Consultant will provide training as defined in your Statement of Work (SOW)</p> <p>** The Consultant will assist you in a transition from implementation to Support. For new customers, training will be provided in the use of the EnvisionWare Customer Center</p> <p>** You will be asked to perform an online acceptance according to the criteria jointly outlined in the SOW.</p> <p>** A Post Installation Review will be delivered electronically that summarizes the accomplishments and any outstanding issues.</p> <p>++ This price does not include any of the fixed travel cost (Continental US) or billed expenses (Outside USA) items when onsite services are requested.</p>		
PS-EXPPF-U 1st Day	1	ENVISIONWARE PROFESSIONAL SERVICES - FLAT FEE FOR EXPENSES - First of Every Five Days Onsite. No partial days.	975.00	975.00
PS-EXPPF-U Additional Day	3	ENVISIONWARE PROFESSIONAL SERVICES - FLAT FEE FOR EXPENSES - Additional Days After First. Maximum (4) additional days before an additional First day is required.	250.00	750.00

Total \$57,910.00

All sales subject to the standard EULA and Product Warranty provided with your products. This offer is not valid after the expiration date. Thank you for your interest in EnvisionWare products and services.



August 13, 2012

Mr. Hunter Walker
Santa Rosa County Administrator
6495 Caroline Street Suite M
Milton, FL 32570

Dear Mr. Walker:

On behalf of the Navarre Beach Area Chamber of Commerce, I request the use of the Navarre Park located on US Highway 98 for the community's 17th annual Christmas in the Park celebration. The date of the event is Saturday, December 1, 2012, with activities taking place from 2:30 pm to 7:00 pm. We will need to begin setting up that morning at approximately 8:30 am.

I'm also requesting additional days throughout the months of October and November to start decorating for the event. The exact days are not scheduled at this time as decorating will occur as volunteers are available. If there are any dates that events are occurring in the park, I will coordinate those dates with the Parks and Recreation Department. The community's Christmas Tree and Park lights will be turned on December 1 and remain on until New Years Day.

Please let me know if you have any questions or require additional information to process this request. Thank you for your consideration.

Sincerely,

Kelley Fuller
President & CEO

Hunter Walker

From: Dorothy Slye [dorothy.slye@gmail.com]

Sent: Monday, August 13, 2012 1:05 PM

To: Hunter Walker

Subject: October for Kids fish free month

Good afternoon Hunter:

The Beaches to Woodlands tour is just around the corner. We have scheduled the Kid fishing pole giveaway for October 6, 2012. For the last 2 years the county allowed kids to fish free the month of October. Will this be something that the commissioners will approve for this year?

DS



Santa Rosa County Board of County Commissioners

Sheila Harris, Special Projects/Grants Coordinator

6495 Caroline Street, Milton, FL. 32570-4978, Phone (850) 983-1848 / Fax (850) 983-1944

MEMORANDUM

TO: Hunter Walker
DATE: August 13, 2012
FROM: Sheila Harris
RE: 12/13 Coastal Partnership Initiative Grant – Bagdad Mill Site Phase I Construction

Following is the grant agreement for Phase I Construction items for the Bagdad Mill Site Park as approved through the Florida Coastal Management Program's (FCMP) Coastal Partnership Initiative Program as funded by NOAA.

Grant Funds have been approved in the amount of \$30,000 which will be met with a \$30,000 match from Dist II Recreation Funds. These funds were specifically requested to construct a tee fishing pier, picnic tables, benches, grills, bike racks, water fountain and trash receptacles. Match funds will share in the costs of these amenities.

The grant period is from July 26, 2012 to September 15, 2013. If necessary, a time extension can be requested to accommodate overall Phase I park development; however, it is strongly advised to complete the improvements within the current grant approval. An anticipated timeline of the project is as follows:

July 26, 2012 – August 30, 2012	Grant Agreement Execution
July 26, 2012 – October 30, 2012	Final Permit Approval (Anticipated)
November 1, 2012 – December 31, 2012	Development of Bids & Specifications
January 1, 2013 – February 12, 2013	RFQ Advertisement and Submittals
February 13, 2013 – February 20, 2013	Review of Submitted Proposals
February 21, 2013 – February 28, 2013	BOCC Review and Approval of Service Provider
February 28, 2013 – March 15, 2013	Contract Executions and Notice to Proceed
March 15, 2013 – September 15, 2013	Construction
September/October	Final Inspection/Grant Closeout

Please place this item on the August 20, 2012 Board of Commissioner's agenda.



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

August 14, 2012

Ms. Shelia Harris
Santa Rosa Board of County Commissioner
645 Caroline Street, Suite H
Milton, Florida 32570

Re: DEP Agreement Number CM304
Bagdad Mill Site Passive Park & Trail Loop: Phase II Construction

Dear Ms. Harris:

With regard to the above-captioned grant project, enclosed for your signature are two original subgrant agreements, together with appropriate attachments. Please have the agreements signed by the chief elected official, agency head or president of the grant recipient entity, depending on the type of organization. If the agreement is signed by someone other than the designated official, you must provide a delegation of authority for that person to execute grant agreements for the agency. Failure to have the agreements signed by the appropriate official or to provide a written delegation of authority may delay commencement of the project.

Please make every effort to return the signed agreements within two weeks for execution by the Department of Environmental Protection. I look forward to working with you in the coming year. If you have any questions about the agreement, please do not hesitate to contact me at (850) 245-2161. Otherwise, I shall look forward to receiving the executed documents at your earliest opportunity. Please return them to my attention.

Sincerely,

A handwritten signature in black ink that reads "Dornecia Allen". The signature is fluid and cursive.

Dornecia Allen
Grants Manager
Florida Coastal Management Program

Enclosure



SAN MIGUEL ST

DEL MONTE ST

N 1ST AV

DODGE ST

SAN JUAN ST

SEALARK LN

DELUKA WAY

N 14TH AV

INTERSTATE 10 WEST BOUND

INTERSTATE 10 EAST BOUND



SANTA ROSA COUNTY
BOARD OF COMMISSIONERS
COMPUTER/GIS DEPARTMENT



GIS/ Mapping/Software/Web Support/Network/Hardware Support Team

Aleta Floyd, IS/GIS Director
(Staff: Val Jarvis, IS/GIS Supervisor - Adrian Lowndes, DB Adm/Network Supervisor
Katrina Penton, Corey Adkinson, Pat Stockett, Brandon Knuth, Ron Strickland)

MEMORANDUM

TO: Mr. Hunter Walker, County Administrator

\$131,635.93

FROM: Aleta Floyd, IS/GIS Director

CC: Jayne Bell – OMB Director, Tony Gomillion - Public Services Director,
Roger Blaylock – County Engineer, Avis Whitfield - Public Works Director,
Rhonda Royals – Building Official, Sheryl Bracewell – Emergency Management Director

SUBJECT: VoIP Enterprise Phone System Recommendation

DATE: August 16, 2012

The review of an enterprise VoIP phone system to replace the four legacy PBX phone systems at Public Services, Public Works, Emergency Management, and the County Administrative Center has been completed. Recommend replacing these four phone systems with one Cisco VoIP phone system utilizing the State of Florida SUNCOM STEPS contract. This system is capable of supporting up to 1000 phones and will unite all departmental phones into one seamless voice system via internal four digit dialing. Monthly re-occurring AT&T voice expenses still required to handle external calls will be reduced by approximately 50%. Duplicate capital expenditures for voice and data systems will be eliminated resulting in significant cost savings.

Why utilize the State of Florida /Suncom STEPS contract? The State of Florida's Department of Management Services (DMS) bid a very comprehensive RFP a years ago in order to leverage the deepest discounts from the various VoIP vendors. All state agencies are required to use this contract, and other county and city governments may use it as well. The result is volume and thus the lowest possible price. DMS also actively reviews the VoIP pricing quarterly.

Since the Public Services phone system that supports approximately 90 phones for four departments is operating at 25% capacity after the recent lightning strike, Rhonda Royals itemized the expenditures required to jump start the enterprise VoIP system implementation in her memo yesterday. Additional expenditures for the other county departments are itemized below: (note the costs are very close estimates but may vary slightly as exact phone counts are determined).

1. Public Works: \$10,473.46, \$119.92 monthly support
2. Building Maintenance/Auditorium: \$4221.20 /\$15.45 month
3. Emergency Management, Animal Services: \$70,783.14/\$753.31 monthly
4. BOCC Depts. (excluded IT Dept) at County Admin Center: \$30,126.30 /\$284.22 monthly
5. County Extension Office \$11,235.25/\$74.92 monthly
6. Navarre Beach Utilities: \$4725.80/\$30.04 monthly
7. Other Elected Official phone counts at the County Admin Center yet to be determined. Forthcoming if BOCC approves the VoIP system and after the Elected Officials express their desires. Estimated costs are \$64,000/\$600 monthly

The monthly costs include 24x7x365 full support via the STEPS contract. This support reinforces the reason for purchasing via STEPS since it would be cost prohibitive for our county to obtain this level of managed services elsewhere for the mission critical voice and network infrastructure support.

No support documentation for this agenda item.



SANTA ROSA COUNTY ENGINEERING

SANTA ROSA COUNTY, FLORIDA

6051 OLD BAGDAD HWY., STE. 300

MILTON, FLORIDA 32583

www.santarosa.fl.gov

Preliminary
Engineers Report
August 20, 2012

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 August 23, 2012 at 9:00 a.m. in Milton, Florida.

1. Discussion of Resolution authorizing and supporting inclusion of Navarre Beach Dune Restoration project in FY 2013/14 Florida Beaches and Coastal Systems Local Government Funding Request.

Roger Blaylock

From: Cliff Truitt [ctruiitt@coastaltechcorp.com]
Sent: Friday, August 10, 2012 10:38 AM
To: Roger Blaylock
Cc: Tem Fontaine; Lois Edwards
Subject: ECTF Annual Application - Board Resolution
Attachments: 2012-08-09 FY 2013-14 RESOLUTION.doc

Roger,

Attached is the draft resolution for your review and BOCC action. As you know, an annual resolution is as required to be adopted by the County as part of the application package for the FDEP Erosion Control Trust Fund.

The attached draft has one addition/change from last year's which you should see in 'track changes.' We are trying to 'balance' the FDEP-listed requirements for application content against where we know the Board is on the funding issue.

The Department requires the resolution to state the following:

- Support of proposed project activities
- Willingness to serve as local sponsor
- Ability to provide local cost share
- **Identification of funding source**

The attached resolution does *not* fully identify the funding source, but we think the addition is about the 'best' language the resolution can present. Historically, the unchanged language contained in the resolution passed muster with the Department; however, from Alex Reed's recent email we believe that the applications will be under greater scrutiny than in the past and we suggest the additional language to try and address that.

Also, please note the yellow highlighted text which should be confirmed before you send it on to the Board.

Tem and Lois are working on the other application items. The adopted resolution needs to be submitted with the application by **September 18th**.

Please contact me or Tem if you would like to discuss this further.

Thank you,

Cliff

Cliff Truitt, P.E., Ph.D, D.CE.
*Senior Engineer and
Principal Quality Assurance Officer*
Coastal Tech
1900 Main St.; Ste. 210
Sarasota, FL 34236
V: 941.906.1138
F: 941.906.1218

8/15/2012

RESOLUTION NO. 2012-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, SANTA ROSA COUNTY, FLORIDA, AUTHORIZING THE COUNTY TO PROCEED WITH APPLICATION FOR STATE FUNDS UNDER PROVISIONS OF CHAPTER 161.091, FLORIDA STATUTES, TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF BEACHES AND COASTAL SYSTEMS, FOR THE FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM FOR FISCAL YEAR 2013/2014 FOR THE FUTURE NAVARRE BEACH NOURISHMENT PROJECT AND REQUIRED MONITORING.

WHEREAS, the Santa Rosa County Board of County Commissioners supports the Department's beach and coastal management programs; and

WHEREAS, Navarre Beach is recognized by the Department of Environmental Protection as a "critically eroded" shoreline; and

WHEREAS, the Santa Rosa County Board of County Commissioners supports the beach restoration and nourishment projects and is willing to continue to serve as the local sponsor; and

WHEREAS, the Santa Rosa County Board of County Commissioners is aware that there is a local funding share required to continue to monitor the Navarre Beach Restoration project consistent with State and Federal permits and to implement any future beach nourishment projects authorized under Section 161.101, Florida Statutes; the local share of the original restoration project and monitoring was funded by a combination of County general funds and a resident MSBU.

NOW, THEREFORE, BE IT RESOLVED, by the Santa Rosa County Board of County Commissioners:

SECTION 1. Santa Rosa County has authorized Coastal Technology Corporation to prepare and submit the aforementioned application to the State's Beach Management Funding Assistance Program for Fiscal Year 2013/14.

SECTION 2. The County Manager is hereby authorized to utilize the professional services of Coastal Technology Corporation to assist in the preparation of the aforementioned application.

SECTION 3. The County Manager is hereby authorized to initiate any related actions to enable the County's complete submittal of said application.

PASSED AND ADOPTED this 23rd day of August, 2012, by a vote of __ yeas,
__ Nays and __ absent of the Board of County Commissioners of Santa Rosa County, Florida.

**BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

By: Jim Williamson, Chairman

ATTEST:

Mary M. Johnson, Clerk of Court

AGENDA

**Santa Rosa County
Public Services Committee
Meeting, August 20, 2012, 9:00 A.M.**

DEVELOPMENT SERVICES

1. Recommend approval of the SHIP mortgage subordination request in the amount of \$7,500.00, for the property located at 1760 Annie Penton Road, Jay.
2. Recommend approval of the SHIP mortgage subordination request in the amount of \$7,500.00, for the property located at 5742 Pebble View, Milton.
3. Request approval to proceed with the abatement bid process for the following properties:

6228 Brice St, Milton
6775 Deena Ln, Navarre
2204 Jeannie St, Navarre
4336 Melton Rd, Milton
4023 Raven St, Milton
5456 Spruce St, Gulf Breeze

EMERGENCY MANAGEMENT

4. Request approval to submit a grant application to the State Division of Emergency Management for Citizen Corps Sub-Grant in the amount of \$15,742.00 and authorization for the Chairman to sign all related documentation. It is anticipated that the match requirement will be met by "in-kind" services.



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: Janice Boone
Housing Program Manager *J. Boone*
THROUGH: Beckie Cato
DATE: August 1, 2012
SUBJECT: SHIP Second Mortgage Subordination Request
1760 Annie Penton Road, Jay, FL 32565

RECOMMENDATION:

Board approval of the request submitted on behalf of homeowner to execute a subordination agreement to be recorded in connection with a refinance of the first mortgage in the approximate amount of \$117,336.

BACKGROUND:

SHIP Second Mortgage: \$7,500
Recorded: 2/25/2008
Purpose: Home Purchase Assistance

Proposal is to reduce the annual interest rate on the first mortgage from 6% to 4.5%.

Current monthly principal and interest: \$745.47

Proposed monthly principal and interest: \$594.52

The refinance and subordination request meets established guidelines and will:

- Reduce the mortgage interest rate.
- Reduce the monthly mortgage payment.
- Not provide any cash out.

Animal Services
Dominic Persichini
Director

4451 Pine Forest Road
Milton, FL 32583
(850) 983-4680

**Building Inspections &
Code Compliance**
Rhonda Royals
Building Official

6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7000

Emergency Management
Sheryl Bracewell
Director

4499 Pine Forest Rd
Milton, FL 32583
(850) 983-5360

**Community Planning,
Zoning & Development**
Rebecca Cato
Director

6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7075

Veterans Services
Karen Haworth
Director

6051 Old Bagdad Hwy.
Milton, FL 32583
(850) 981-7156

"One Team, One Goal, One Mission"



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Tony Gomillion, Director

MEMORANDUM

TO: Board of County Commissioners
FROM: Janice Boone
Housing Program Manager *JCBoone*
THROUGH: Beckie Cato
DATE: August 10, 2012
SUBJECT: SHIP Second Mortgage Subordination Request
5742 Pebble View, Milton FL 32583

RECOMMENDATION:

Board approval of the request submitted on behalf of homeowner to execute a subordination agreement to be recorded in connection with a refinance of the first mortgage in the approximate amount of \$147,183.

BACKGROUND:

SHIP Second Mortgage: \$7,500
Recorded: 9/19/05
Purpose: Home Purchase Assistance

Proposal is to reduce the annual interest rate on the first mortgage from 6.25% to 4.375%.
Current monthly principal and interest: \$1,000.24
Proposed monthly principal and interest: \$734.93

The refinance and subordination request meets established guidelines and will:
Reduce the mortgage interest rate.
Reduce the monthly mortgage payment.
Not provide any cash out.

Animal Services
Dominic Persichini
Director

4451 Pine Forest Road
Milton, FL 32583
(850) 983-4680

**Building Inspections &
Code Compliance**

Rhonda Royals
Building Official
6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7000

Emergency Management

Sheryl Bracewell
Director

4499 Pine Forest Rd
Milton, FL 32583
(850) 983-5360

**Community Planning,
Zoning & Development**

Rebecca Cato
Director

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Veterans Services

Karen Haworth
Director

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"One Team, One Goal, One Mission"



Santa Rosa County Development Services



Beckle Cato, AICP
Planning and Zoning Director

Tony Gomillion
Public Service Director

Rhonda C. Royals
Building Official

MEMORANDUM

TO: Board of County Commissioners

FROM: Skip Tompkins, Compliance Division Superintendent

THROUGH: Tony Gomillion, Public Services Director

DATE: August 13, 2012

RE: **Request Approval to Proceed with the Abatement/Bid Process For Six (6) Properties**

RECOMMENDATION

The Board direct Compliance Division staff to proceed with the Abatement/Bid Process for the following abandoned/derelict properties:

- 6228 Brice St, Milton
- 6775 Deena Ln - Navarre
- 2204 Jeannie St - Navarre
- 4336 Melton Rd - Milton
- 4023 Raven St - Milton
- 5456 Spruce St - Gulf Breeze

BACKGROUND

All of the above listed properties have had multiple letters sent including the required Notification of Declaration of Nuisance with an appeal date listed, stating they could appeal to the county commissioners if they disagreed with the building official's determination. More case specific information is listed below.

- **Brice St** – Complaint of burned structure received in '08, Compliance Division staff was promised action in '09 and again in '10, but there has been no follow-thru. Property taxes are owed for the years of 2010 and 2011.
- **Deena Ln** – Complaint of trash and derelict doublewide mobile home. Complaint was originally worked thru code enforcement with no success. The owners pulled a demo permit in February 2012, but failed to proceed with the demolition; permit has since expired. There is an active named complainant on this case. There are no past due taxes on the property.

Santa Rosa County Public Service Complex
6051 Old Bagdad Highway, Suite 202 Milton, Florida 32583
Office: (850) 981-7000 - www.santarosa.fl.gov

- **Jeannie St** – Received complaint, in January of 2012, of abandoned, derelict mobile home. Owner is aware of the complaint, but there has been no attempt to correct the violation. There is an active named complainant on this case. There are no past due taxes on the property.
- **Melton Rd** – Complaint of abandoned, derelict mobile home was received in October of 2011. Complainant stated that previously over 100 cats were removed from property with many still remaining. Attempts at owner contact have been unsuccessful as all letters mailed have been returned. Property taxes are owed for 2011.
- **Raven St** – Complaint of abandoned, derelict mobile home was received in September of 2011. Information received indicates that owner is deceased, but no information has surfaced regarding foreclosure or probate. Property taxes are owed for the years of 2010 and 2011.
- **Spruce St** – Complaint of derelict residential property, excessively overgrown. The complaint was received in September 2011. Attempts at owner contact have been unsuccessful as all letters mailed have been returned. We have an active named complainant on this case. Property taxes are owed for the years of 2010 and 2011.

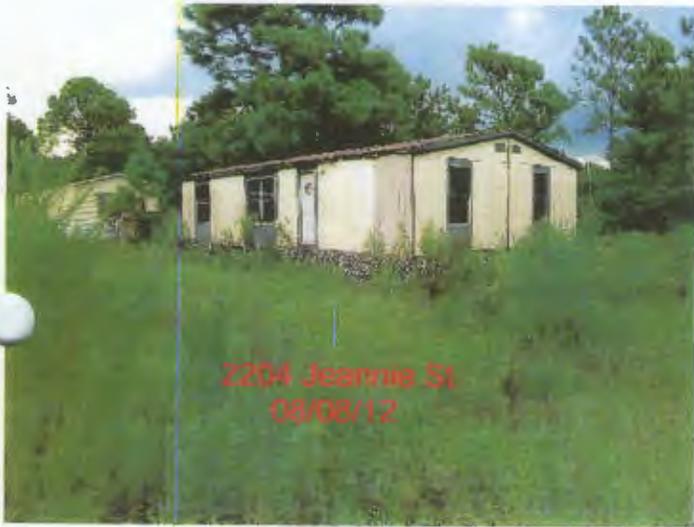
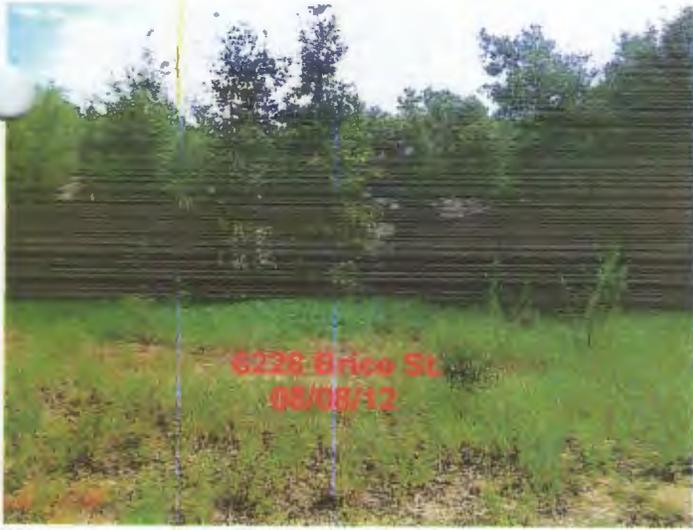
There are incessant complaints on all cases.

NEXT STEPS

If authorized, staff will carry out their requirement to post on properties and mail the 'Intent for Demolition and Removal of Unsafe Buildings'. If no action is taken and after allowing significant response time, bid specifications will be prepared and forwarded to the Procurement Department.

ABATEMENT HISTORY

As of August 13, 2012 and since 2006, Santa Rosa County has contracted to demolish 45 properties at a total cost of approximately \$140,036.00. There are currently five (5) properties scheduled for demo bids; there are zero (0) contracts for demolition pending.





Department of Public Services

Santa Rosa County, Florida
6051 Old Bagdad Highway, Suite 202
Milton, Florida 32583
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Tony Gomillion, Director

To: Santa Rosa County Board of County Commissioners
From: Sheryl Bracewell, Director, Emergency Management
Through: Tony Gomillion, Director, Public Services
Re: Citizen Corps Sub-Grant
Date: August 23, 2012

RECOMMENDATION

Request approval to submit a grant application to the State of Florida, Division of Emergency Management for funding in the amount of fifteen thousand seven hundred forty-two dollars (\$15,742.00) and authorize the Chairman to sign all related documentation. Until this year no matching funds have been necessary and, as a sub-grantee we are now required to provide cash or in-kind match dollar for dollar. Current in-kind documentation exceeds seventeen thousand dollars (\$17,000).

BACKGROUND

Emergency Management established a Citizen Corps program in August 2005. The purpose of this grant is to continue the program and support the participating volunteer groups already established within Santa Rosa County. These volunteer groups provide additional response capabilities throughout the county. The funds requested would cover the costs for training, supplies and equipment to maintain these groups.

COMPLETION

The Citizen Corps project will continue to be managed by DEM staff.

Animal Services
minic Persichini
Director

4451 Pine Forest Road
Milton, FL 32583
(850) 983-4680

**Building Inspections &
Code Compliance**
Rhonda C. Royals
Building Official

6051 Old Bagdad Hwy, Ste 202
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Emergency Management
Sheryl Bracewell
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(850) 983-5360

**Community Planning,
Zoning & Development**
Rebecca Cato
Director

6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7000

Veterans Services
Karen Haworth
Director

6051 Old Bagdad Hwy, Ste 204
Milton, FL 32583
(850) 981-7155

"One Team, One Goal, One Mission"

AGENDA
PUBLIC WORKS COMMITTEE

August 20, 2012

Chairman: Commissioner Lynchard

Vice Chairman: Commissioner Melvin

1. Discussion of Preliminary Engineering Agreement with CSX Transportation, Inc. for engineering and design services to rebuild the Henry Street railroad crossing and provide pedestrian features at an estimated cost of \$30,000 to be funded equally from TDC funds and Road and Bridge Reserves.
2. Discussion of contract WS779 with Florida Department of Corrections for one (1) inmate work squad assigned to Road & Bridge Department.

Milton, Santa Rosa County, FL
Henry Street, Rebuild crossing surface including widening and relocation of Warning devices
and addition of Pedestrian Gates for new sidewalks on both sides of the crossing.
DOT Crossing No. 339766X, CSXT Milepost 00K-670.07
OP No. TBD

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this "**Agreement**") is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("**CSXT**"), and Santa Rosa County, Florida, a body corporate and political subdivision of the **State of Florida** ("**Agency**").

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed crossing surface rebuilding at Milton, Santa Rosa County, FL Henry Street, DOT 339766X, RR Milepost 00K-670.07, including widening the surface and relocation of the warning devices and addition of pedestrian gates for new sidewalks on both sides of the crossing (the "**Project**").
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

I. Scope of Work

- 1.1. **Generally.** The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the "**Engineering Work**"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.
- 1.2. **Effect of CSXT Approval or Preparation of Documents.** By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the "**Plans**"), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

Milton, Santa Rosa County, FL
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DOT Crossing No. 339766X, CSXT Milepost 00K-670.07
OP No. TBD

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.
3. Reimbursement of CSXT Expenses.
 - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "Reimbursable Expenses").
 - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$30,000** (the "Estimate" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
 - 3.3. Payment Terms.
 - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in CSXT Schedule PA attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
 - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.
 - 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount

Milton, Santa Rosa County, FL
Henry Street, Rebuild crossing surface including widening and relocation of Warning devices
and addition of Pedestrian Gates for new sidewalks on both sides of the crossing.
DOT Crossing No. 339766X, CSXT Milepost 00K-670.07
OP No. TBD

until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 2.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent

Milton, Santa Rosa County, FL
Henry Street, Rebuild crossing surface including widening and relocation of Warning devices
and addition of Pedestrian Gates for new sidewalks on both sides of the crossing.
DOT Crossing No. 339766X, CSXT Milepost 00K-670.07
OP No. TBD

on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: _____

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the **State of Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

Milton, Santa Rosa County, FL
Henry Street, Rebuild crossing surface including widening and relocation of Warning devices
and addition of Pedestrian Gates for new sidewalks on both sides of the crossing.
DOT Crossing No. 339766X, CSXT Milepost 00K-670.07
OP No. TBD

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by
its duly authorized officers, as of the date of this Agreement.

AGENCY

By: _____

Name: _____

Title: _____

CSX TRANSPORTATION, INC.

By: _____

Dale W Ophardt

Assistant Vice President – Engineering

CSXT Schedule PA

(Advance Payment – Preliminary Engineering Agreement)

PAYMENT SUBMISSION FORM

PROJECT INFORMATION

CSX OP No.: TBD

Description: Henry Street, Rebuild crossing surface and signal work required for new sidewalks on both sides of the crossing.

Payment is hereby provided in accordance with the terms of Section 3.3 Payment Terms of the Agreement dated _____, between Agency and CSXT.

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

**CSX Transportation, Inc.
P.O. Box 116651
Atlanta, GA 30368-6651**

(All information below to be completed by Agency providing Payment)

Payment Date

Payment Amount

Check No.

Date: _____

By: _____

**Please send copy of check to:
CSX Transportation
Karen Murphy, PE
Project Manager – Public Projects
500 Water Street J-301
Jacksonville, FL 32202**

Name: _____

Title: _____

Phone: _____

Email: _____

**CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS**

AND

SANTA ROSA COUNTY, BOARD OF COUNTY COMMISSIONERS

This Contract is between the Florida Department of Corrections ("Department") and Santa Rosa County, Board of County Commissioners ("Agency") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, Santa Rosa County, Board of County Commissioners is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

This Contract shall begin on November 12, 2012 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year(s) from the last date of signature by all parties or November 11, 2013, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed, at the option of the Agency, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The Agency, if it desires to renew this Contract, shall exercise its option no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) Work Squad(s) of up to ten (10) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section IV., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section V., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Avis Whitfield, Public Works
Santa Rosa County
6075 Old Bagdad Highway
Milton, Florida 32583
Telephone: 850-626-0191
Fax: 850-623-1331
Email: avisw@santarosa.fl.gov

IV. **CONTRACT MANAGEMENT**

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden
Santa Rosa Correctional Institution
5850 East Milton Road
Milton, Florida 32583
Telephone: (850) 983-5800

B. Department's Contract Administrator

The Chief, Bureau of Procurement and Supply is designated Contract Administrator for the Department and is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The address and telephone number of the Department's Contract Administrator for this Contract is:

Chief, Bureau of Procurement and Supply
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3700
Fax: (850) 488-7189

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Avis Whitfield, Public Works
Santa Rosa County
6075 Old Bagdad Highway
Milton, Florida 32583
Telephone: 850-626-0191

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. **CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. **TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by the Agency upon no less than sixty (60) calendar days notice and upon no less than thirty (30) calendar days by the Department, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department shall be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency for any advance payments, prorated as of the last day worked.

VII. **CONDITIONS**

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

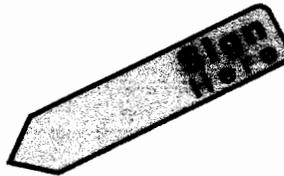
This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

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

AGENCY: SANTA ROSA COUNTY, BOARD OF COUNTY COMMISSIONERS

SIGNED BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____



DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
subject to execution.

SIGNED BY: _____
NAME: **Kenneth S. Tucker**
TITLE: **Secretary
Department of Corrections**
DATE: _____

SIGNED BY: *Jennifer A. Parker*
NAME: **Jennifer A. Parker**
TITLE: **General Counsel
Department of Corrections**
DATE: 7/20/12

Addendum

**Inmate Work Squad Detail of Costs for Santa Rosa County, BOCC
Interagency Contract Number WS779 Effective November 12, 2012**

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

Per Officer Annual Cost	Total Annual Cost
----------------------------	----------------------

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:**

Officers Salary	# Officer: Multiplier	<u>1</u>	\$ 54,194.00	** \$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 399.00	\$ 399.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 1,642.00	
Technology Fee			\$ 462.00	\$ 462.00
TOTAL - To Be Billed By Contract To Agency			<u>\$ 58,896.00</u>	<u>\$ 57,254.00</u>

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

Number Squads	Total Annual Cost
------------------	----------------------

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

1	<u>\$ 750.00</u>
	<u>\$ 750.00</u>

TOTAL - To Be Billed By Contract To Agency

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
ENCLOSED TRAILER REQUIRED: YES NO

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for Santa Rosa County, BOCC
Interagency Contract Number WS779 Effective November 12, 2012

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" **after** you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

BUDGET & FINANCIAL MANAGEMENT COMMITTEE

Chairman: Commissioner Melvin
Vice Chairman: Commissioner Williamson

August 20, 2012

Bid Actions:

Budget:

- 1) **Discussion of Budget Amendment 2012 – 132** in the amount of \$ 151,426 to fund the purchase of three (3) 3\4 ton trucks with animal control units from the General Fund Reserves.
- 2) **Discussion of Budget Amendment 2012 – 133** in the amount of \$ 5,100 from District II Reserves to fund the “ wet survey” in the waters surrounding the Bagdad Mill Site to be conducted by UWF Archaeological Department as required by the Florida Division of Historical Resources in conjunction with the USACE permitting process.
- 3) **Budget Amendment 2012 – 134** in the amount of \$ 11,900 to fund the operation of Optimist Park including installation of fencing for proposed dog park from District II Reserves.

County Expenditure/Check Register:

- 4) Discussion of County Expenditures / Check Register

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: August 10, 2012

FROM: **Animal Services Department**
TO: Board of County Commissioners
VIA: Budget Director
SUBJ: Request Approval of the following

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	001 – 3990001	General Fund Cash Carry Forward	\$ 151,426
To:	2500 – 564001	Machinery & Equipment	\$ 151,426

State reason for this request:

Funds three(3) 3¼ ton trucks with Animal Control units from the General Fund Reserves as approved at the May 10, 2012 Commission Regular Meeting.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2012-132**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: August 20, 2012

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of August, 2012.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

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: August 10, 2012

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

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	2322 – 599001	District II Reserves	(\$ 5,100)
To:	2322 – 5630034	Bagdad Mill Site Improvements	\$ 5,100

State reason for this request:

Funds "wet survey" in the waters surrounding Bagdad Mill Site to be conducted by UWF Archaeological Department as required by the Florida Division of Historical Resources in conjunction with the USACE permitting process.

Requested by Sheila Harris/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2012-133**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: August 20, 2012

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of August, 2012.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Sheila Harris
Sent: Thursday, August 09, 2012 4:18 PM
To: Jayne Bell
Cc: Diane Ebentheuer
Subject: Budget Amendment Request

As approved by the BOCC today, at the next meeting can you please process a budget request as follows:

2322-599001 District II Reserves (\$5,100)

2322-5630034 Bagdad Mill Site Improvements \$5,100

Funds "wet survey" in the waters surrounding the Bagdad Mill Site to be conducted by UWF archaeological department as required by the Florida Division of Historical Resources in conjunction with the USACE permitting process.

Sheila A. Harris, Special Projects/Grants
Santa Rosa County BOCC
6495 Caroline Street, Suite H
Milton, Florida 32570
(850) 983-1848 (850) 393-5239 (Cell)
(850) 983-1944 Fax
sheilah@santarosa.fl.gov

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.

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: August 14, 2012

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

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	2322 – 599001	District II Reserves	(\$ 11,900)
To:	2322 – 5630033	Improvements – Optimist Park	\$ 11,900

State reason for this request:

Funds for the operation of Optimist Park including installation of fencing for proposed dog park

Requested by Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2012-134

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: August 20, 2012

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 23rd day Of August, 2012.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

No support documentation for this agenda item.