

April 25, 2011

**ECONOMIC DEVELOPMENT COMMITTEE**

1. Discussion of Resolution of Intent regarding financing of wind energy component manufacturing facility in Santa Rosa Industrial Park.
2. Discussion of Gracie Parker of Plumber and Steamfitters Local Union 366 as organized labor member of Workforce Escarosa, Inc. Board of Directors.
3. Presentation on Whiting Aviation Park project by PBS&J, Inc. project engineers. (THURSDAY)

RESOLUTION NO. 2011-\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, SANTA ROSA COUNTY, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCING UNDER CERTAIN CIRCUMSTANCES; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Santa Rosa County, Florida (the "Issuer") has determined that the need exists to finance a wind energy component manufacturing facility on behalf of Wind Turbine & Energy Cable Corp. or affiliates thereof including Gulf Cable Properties, LLC and Gulf Cable, LLC (collectively, the "Borrower") to be located at 5700 Industrial Boulevard, Milton, Florida (the "Project");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA THAT:

SECTION 1. AUTHORITY. This Resolution (hereinafter called the "Resolution") is adopted pursuant to the provisions of the Florida Constitution, Chapter 125, Florida Statutes, Chapter 159, Part II, Florida Statutes, and other applicable provisions of law.

SECTION 2. DECLARATION OF INTENT. The Issuer hereby expresses its intention to reimburse the Borrower from proceeds of a future tax-exempt financing, if and when issued, for capital expenditures paid by the Borrower in connection with the acquisition and construction of the Project. Pending reimbursement, the Issuer expects that the Borrower will use funds otherwise available to the Borrower to pay a portion of the cost of the Project. It is not reasonably expected that the total amount of debt to be incurred by the Issuer to reimburse

itself for expenditures paid with respect to the Project will exceed \$10,000,000. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations. The Issuer reserves the right to impose all standard or special restrictions it may elect or determine applicable prior to the issuance of a future tax-exempt financing.

SECTION 3. SEVERABILITY. If any one or more of the provisions of this Resolution shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

SECTION 4. REPEALING CLAUSE. All resolutions or orders and parts thereof in conflict herewith to the extent of such conflicts, are hereby superseded and repealed.

SECTION 5. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this \_\_ day of April, 2011.

BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA

(SEAL)

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk [Deputy Clerk]



Jay Overman  
Chairperson  
Susan Nelms  
Executive Director

# workforceescarosa

Connecting businesses and resources.

April 7, 2011

Boce  
Admin  
Atty

Hunter Walker  
County Administrator  
Santa Rosa County Board of Commissioners  
6495 Caroline Street  
Milton, FL 32570-4592

Dear Mr. Walker:

Enclosed is a nomination for Gracie Parker, Plumbers & Steamfitters-Local Union 366, from Northwest Florida Federation of Labor. Ms. Parker will fill a mandated labor organization seat on the Workforce Escarosa, Inc: Board. In accordance with State law, the Workforce Innovation Act of 2000, Section 445.007(1),

**“The membership of the board shall be consistent with Pub. L. No. 105-220, Title I, S. 117(b)... and three representatives of organized labor.”**

Ms. Parker will replace Kenneth Lacey who is no longer with Plumbers & Steamfitters – Local Union 366 and will join the two other organized labor representatives appointed by Santa Rosa and Escambia Board of County Commissioners. Her appointment will bring our board into compliance with federal and state requirements.

Please contact me at your convenience if you need additional information or have any further questions.

Sincerely,

Susan Nelms  
Executive Director

SN/js

Enclosure

Regional Workforce Board  
9111 Sturdevant Street  
Pensacola, FL 32514  
Phone: (850) 473-0939  
Fax: (850) 473-0935

Pensacola Center  
3670-A North "L" Street  
Pensacola, FL 32505-5217  
Phone: (850) 607-8700  
Fax: (850) 607-8849

Milton Center  
5725 Highway 90  
Milton, FL 32583  
Phone: (850) 983-5325  
Fax: (850) 983-5330

Century Center  
8120 N. Century Blvd.  
Century, FL 32535  
Phone: (850) 256-6259  
Fax: (850) 256-6266

[www.workforceescarosa.com](http://www.workforceescarosa.com)

April 25, 2011

ADMINISTRATIVE COMMITTEE

1. Discussion of Residential Solid Waste and Recycling Collection Franchise Agreements with Waste Management and Waste Pro USA, Inc.
2. Discussion of Resolution authorizing non-exempt lease financing in the amount of \$2,350,000 in behalf of United Cerebral Palsy of Northwest Florida, Inc. and accompanying Interlocal Agreement and Financing Agreement.
3. Discussion of Bagdad Mill Site design project by Atkins Global (formerly PBS&J, Inc.) and Task Order for permitting services for project funded by District Two recreation funds.
4. Discussion of retaining former cabana area for snow cone or ice cream/kids area at Navarre Beach Pier.
5. Discussion of Contract for Fixed Based Operator (FBO) services with Milton Aviation Partners at Peter Prince Airport.
6. Discussion of Element Markets d/b/a Santa Rosa Renewable Energy, LLC contract for methane recovery at landfill.
7. Discussion of request for bicyclist signage along East Bay Boulevard (CR399).
8. Discussion of holding in abeyance sign permit No. 2009-SP-014 and 2010-1511-B-O pending Board of Adjustments hearing scheduled for May 5, 2011.
9. Discussion of Modification No. 2 to Subgrant Agreement with Florida Department of Community Affairs for CDBG Disaster Recovery Grant for wastewater improvements in Bagdad area.

10. Discussion of annual contract with Florida Department of Revenue for Child Support Enforcement Program.
11. Discussion of Resolution of support for Florida Emerald Coast Clean Cities Coalition.
12. Discussion of Joint Resolution with Coastal Counties related to Deepwater Horizon Oil Spill legislation proposed by Congressman Miller.
13. Discussion of Agreement with CGI Communications, Inc. for NACo sponsored County Showcase Program.
14. Discussion of use of Navarre NatureWalk Park by Greater Navarre Beach Arts Association, Inc. for annual fall festival October 7-9, 2011.
15. Discussion of scheduling public hearing on ordinances establishing 2011-12 street lighting municipal service benefit unit (MSBU) projects and Ski Watch Estate canal maintenance municipal services benefit unit (MSBU) project.
16. Public Hearing items scheduled for 9:30 a.m. Thursday, April 28, 2011: NONE



# 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  
JOEL D. HANIFORD, OMB Director

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## M E M O R A N D U M

**TO:** Board of Commissioners

**FROM:** *W Walker* Hunter Walker, County Administrator

**DATE:** April 21, 2011

**SUBJECT:** Solid Waste Contract Update

As reported at April 11, 2011 Committee-of-the-Whole meeting staff has been in the process of negotiating contracts with Waste Management and Waste Pro for solid waste and recycling collection services in the Navarre and Midway/Gulf Breeze areas respectively. I am pleased to report that staff has reached substantial agreement with both Waste Pro and Waste Management for solid waste collection in the above noted franchise areas.

Waste Pro will provide twice/week garbage collection, bi-weekly yard waste collection, bulk item collection on call, and once/week recyclable collection using a 95 gallon wheeled cart/container at the bid price of \$51.45/quarter per household. As noted previously the Waste Pro proposal included collection of recyclables using 16 gallon bins and modified that to 95 gallon wheeled/covered container at County request. Waste Pro has countered the cost-of-living and fuel adjustment portion of the proposed contract, which given the events of the past few months is not surprising.

Waste Management has also agreed to provide twice/week garbage collection, bi-weekly yard waste collection, bulk item collection on call, and once/week recyclable collection using 64 gallon recycling bin at original proposal bid price of \$53.40/quarter per household. Waste Management original proposal included weekly recycling collection using 16 gallon bins, however, they have agreed to the wheeled covered carts per County request at same price.

Both Waste Pro and Waste Management have countered the cost-of-living and fuel adjustment portion of the proposed contract, which given the events of the past few months is not surprising. The two are very similar and I believe we can reach an equitable solution for the firms and the residents. There are a couple of other changes that we need to work through, but they are operational in nature which we should be able to resolve.

These contracts complete the selection/ranking process the Board undertook at the February 15, 2011 meeting with the five (5) haulers. This matter will be on the agenda for the April 25, 2011 Committee-of-the-Whole meeting for your review and consideration.

I am available to discuss this at your convenience.

RESOLUTION NO. 2011-\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA AUTHORIZING THE ENTERING INTO BY THE COUNTY OF A TAX-EXEMPT LEASE FINANCING WITH A PRINCIPAL COMPONENT OF NOT EXCEEDING \$2,350,000 FOR THE BENEFIT OF UNITED CEREBRAL PALSY OF NORTHWEST FLORIDA, INC. (THE "BORROWER") TO PROVIDE FUNDS TO REFINANCE THE COSTS OF THE ACQUISITION, INSTALLATION AND EQUIPPING OF CERTAIN SOCIAL SERVICE FACILITIES TO BE OWNED AND OPERATED BY THE BORROWER IN SANTA ROSA COUNTY, FLORIDA AND ESCAMBIA COUNTY, FLORIDA; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY BY THE COUNTY OF A FINANCING AND LEASE AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY BY THE COUNTY OF AN INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY, FLORIDA; PROVIDING THAT SUCH FINANCING SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY BUT SHALL BE PAYABLE SOLELY FROM THE REVENUES PROVIDED HEREIN; AWARDED THE FINANCING TO REGIONS EQUIPMENT FINANCE CORPORATION BY A NEGOTIATED SALE; AUTHORIZING CERTAIN OFFICIALS OF THE COUNTY TO TAKE CERTAIN ACTIONS IN CONNECTION WITH SUCH FINANCING; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FINANCING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, United Cerebral Palsy of Northwest Florida, Inc., a Florida not-for-profit corporation (the "Borrower") has requested that Santa Rosa County, Florida (the "Issuer") assist the Borrower in a lease financing with a principal component not in excess of \$2,350,000 to provide funds to refinance the costs of the acquisition, installation and equipping of certain social service center facilities located at (i) 5308 Stewart Street, Milton, Florida (Santa Rosa County) 32570 for use as an educational/training facility; (ii) 3004 Rosa Del Villa Drive, Gulf Breeze, Florida (Santa Rosa County) 32563 for use as a group home; (iii) 2912 North E Street, Pensacola, Florida (Escambia County) 32501 for use as an administrative facility; (iv) 2600 W. Fairfield Drive, Pensacola, Florida (Escambia County) 32505 for use as a technical educational/training facility; (v) 4901 W. Fairfield Drive, Pensacola, Florida (Escambia County) 32506 for use as an educational/training facility; (vi) 3841 Nobles Street, Pensacola, Florida (Escambia County) 32514 for use as a group home; (vii) 3016 Swan Lane Pensacola, Florida 32504 for use as a group home; (viii) 7095 Kelvin Terrace, Pensacola, Florida (Escambia County) 32503 for use as a group home; (ix) 1000 W Leonard Street, Pensacola, Florida (Escambia County) 32501 for use as an administrative/training facility; (x) 8330 Pilgrim Road, Pensacola, Florida (Escambia County) 32514 for use as a group home (collectively, the "Project") to be owned and operated by the Borrower and that, in connection therewith, the Issuer execute and deliver a Financing and Lease Agreement substantially in the form attached hereto as Exhibit "A" (the "Lease") between Regions Equipment Finance Corporation (the "Lender"), and the Issuer, and the Borrower, and an Interlocal Agreement substantially in the

form attached hereto as Exhibit "B" (the "Interlocal Agreement") between Issuer, Borrower and Escambia County, Florida; and

WHEREAS, it is necessary and desirable to approve the forms of the Lease and the Interlocal Agreement, to authorize the execution and delivery by the Issuer of such documents and to take certain other actions in connection therewith;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD (THE "BOARD") OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA THAT:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Article VIII, Section 1 of the Constitution of Florida, Part II of Chapter 159, Florida Statutes, and other applicable provisions of law (collectively, the "Act").

SECTION 2. DEFINITIONS. "Chairman" as used herein refers to the Chairman or the Vice-Chairman of the Issuer unless specifically indicated otherwise. Throughout this document when reference is made to "Chairman," the Chairman or Vice-Chairman may act independently and interchangeably in performing the duties and functions ordained herein. The term "Clerk" as used herein refers to the County Clerk of the Issuer. Throughout this Resolution when reference is made to the "Clerk," the Clerk or any Deputy Clerk of the Issuer may act independently and interchangeably in performing the duties and functions ordained herein. All terms used herein in capitalized form and defined in the preamble hereto shall have the meanings ascribed thereto in such preamble.

SECTION 3. INTERPRETATION. Whenever in this Resolution any governmental unit or body, including the Issuer, or any officer, director, board, department, commission, or agency of a governmental unit or body is defined or referred to, such definition or reference shall be deemed to include the governmental unit or body or officer, director, board, department, commission or agency succeeding to, or in whom or which is vested, the functions, rights, powers, duties and obligations of such governmental unit or body or officer, director, board, department, commission or agency, as the case may be, encompassed by this Resolution.

Unless the context shall clearly indicate otherwise in this Resolution: (i) references to sections and other subdivisions, whether by number or letter or otherwise, are to the respective or corresponding sections and subdivisions of this Resolution; (ii) the terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Resolution only and to this Resolution as a whole and not to any particular section or subdivision hereof; and (iii) the term "heretofore" means before the date of adoption of this Resolution; the word "now" means at the time of enactment of this Resolution; and the term "hereafter" means after the date of adoption of this Resolution.

SECTION 4. FINDINGS. It is hereby ascertained, determined and declared as follows:

A. The Borrower has requested the Issuer to serve as the governmental conduit issuer with respect to a proposed tax-exempt lease financing with a principal component not in excess of \$2,350,000 to finance the cost of the acquisition, construction, and equipping of the Project (the "Financing").

B. Notice of a public hearing to be held by the governing body of the Issuer at 9:30 a.m. on April 14, 2011 at the normal meeting place of the Board of County Commissioners, located in the Board Room, Santa Rosa County Administrative Building, 6495 Caroline Street, Milton, Florida, inviting comments and discussions concerning the Financing was published in the Santa Rosa Press Gazette, a newspaper of general circulation in Santa Rosa County, Florida, at least fourteen (14) days prior to such date.

C. Following such notice, a public hearing was held by the governing body of the Issuer on such date, during which comments and discussions concerning the entry of the Issuer into the Financing to finance the Project were requested and heard.

D. The Project consists of "social service center" facilities and is a "project," as such terms are used in Part II, Chapter 159, Florida Statutes.

E. Based solely upon representations of the Borrower, the availability of financing by means of an industrial development revenue financing is an important inducement to the Borrower to proceed with the financing of the Project.

F. The Issuer is authorized and empowered by the Act to enter into the Financing and to fully perform the obligations to be undertaken in connection with the Financing, which shall promote the economy and the health, safety and welfare of the Issuer and the State of Florida (the "State") and the inhabitants thereof.

G. For purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the Board is the elected legislative body having jurisdiction over a portion of the area in which the Project is located with the understanding that the governing body of Escambia County is the elected legislative body having jurisdiction over that portion of the Project located in Escambia County.

H. Based upon the representations of the Borrower with respect to the Project, the Project and the entry into the Financing to finance the Project will have a substantial public benefit.

I. The Financing and the Lease shall not be deemed to constitute debt, liability or obligations, or a pledge of the faith and credit or taxing power, of the Issuer or of the State of Florida or of any political subdivision thereof, but the Financing and all rent and other amounts due from the Issuer under the Lease shall be payable solely from the revenues and proceeds to be derived from payments made by the Borrower pursuant to the Lease.

J. The Project is appropriate to the needs and circumstances of, and will make a contribution to the economic growth of Santa Rosa County, Florida, will preserve or provide gainful employment and promote the welfare of the citizens of Santa Rosa County, Florida, and will serve a public purpose, consistent with Article VII, Section 10(c) of the Florida Constitution, by advancing the economic prosperity, the public health or the general welfare of the County, the State, and the people thereof. As of the date hereof, the Borrower has represented and shown that it is financially responsible and fully capable of and willing to fulfill any obligations which it may incur in connection with the Project and the Financing as contemplated by this Resolution, including, without limitation, the ability to make payments under the Lease as the same come

due, to operate, repair and maintain the Project, and to carry out all other responsibilities imposed upon it by the Financing. Local government will be able to cope satisfactorily with the impact of the Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, if any, that will be necessary for the operation, repair and maintenance of the Project and on account of any increases in population or other circumstances resulting therefrom.

K. The terms of the Lease make provision for the operation, repair and maintenance of the Project at the expense of the Borrower and for the payment of the principal component and interest component of the Financing and all other costs incurred by the Issuer in connection with the Financing, the Lease and the Project.

L. The Issuer has been advised that due to the unique structure of the Financing, it is in the best interest of the Borrower for the Financing to be placed with the Lender on a negotiated basis, and the Issuer, wishing to obtain the best interest rate under the Financing and to complete the Financing as expeditiously as possible for the benefit of the Borrower, has determined to place the Financing with the Lender on a negotiated basis.

SECTION 5. AUTHORIZATION OF FINANCING. For the purpose of making funds available to the Borrower to pay the costs of refinancing the Project and paying certain costs of issuance, there is hereby authorized under this Resolution the execution and delivery of the Lease, substantially in the form attached hereto as Exhibit "A," with such changes, alterations, corrections and filling of blanks therein as shall be approved by the Chairman or the Clerk, such approval to be conclusively approved by the execution thereof by the Chairman and/or the Clerk. The Chairman and the Clerk are hereby authorized to execute and deliver the Lease on behalf of the Issuer; provided, however, that the principal component under the Lease shall not exceed \$2,350,000 and the interest rate of the interest component under the Lease shall not exceed 7% and the due date of the final payment of rent due under the Lease shall be no later than December 31, 2022. For the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, the Issuer hereby approves the Financing with a principal component not in excess of \$2,350,000 to finance or refinance the Project and to pay costs of issuance. [ For the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, the Issuer hereby approves the obligation issued pursuant to the Lease to be a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]

SECTION 6. AUTHORIZATION OF INTERLOCAL AGREEMENT. The Issuer hereby approves the execution and delivery of the Interlocal Agreement with the Borrower, substantially in the form attached hereto as Exhibit "B." The form of the Interlocal Agreement is hereby approved, subject to such changes, insertions and omissions and such filling of blanks therein as may be approved by the Chairman and/or the Clerk, who are hereby authorized to execute and deliver the Interlocal Agreement on behalf of the Issuer, such execution to be conclusive evidence of such approval.

SECTION 7. LIMITED LIABILITY. Anything in this Resolution, the Lease, the Interlocal Agreement or any documents related thereto to the contrary notwithstanding, the performance by the Issuer of all duties and obligations imposed upon it hereby, the exercise by it of all powers granted to it hereunder, the carrying out of all covenants, agreements and promises made by it hereunder, and the liability of the Issuer for all warranties and other covenants

hereunder, shall be limited solely to the revenues and receipts derived from the Borrower, and the Issuer shall not be required to effectuate any of its duties, obligations, powers or covenants hereunder except to the extent of such revenues and receipts.

SECTION 8. FINANCING TO BE A LIMITED OBLIGATION. Neither the State nor any political subdivision thereof (including the Issuer) shall in any event be liable for the payment of the principal component or the interest component of the Financing or any rent under the Lease, except that the Issuer shall be liable to pay the rent solely from and through payments of the Borrower as provided by the terms of the Lease. The Financing shall never constitute an indebtedness of the State or of any political subdivision of the State (including the Issuer) within the meaning of any state constitutional provisions or statutory limitation and shall never constitute or give rise to the pecuniary liability of the State or any political subdivision thereof (including the Issuer) or a charge against their general credit or taxing power. The Lender shall not have the right to compel any exercise of the ad valorem taxing power of the State or of any political subdivision of said State (including the Issuer) to make payments under the Lease.

SECTION 9. REGISTRATION. The Lease shall initially be registered as to principal and interest component in the name of the Lender, provided that the Lease may be transferred or assigned, in whole and not in part, as permitted by the terms of the Lease.

SECTION 10. FURTHER INSTRUMENTS AND ACTIONS. At the request of the Borrower or the Bank, the Issuer shall, at the expense of the Borrower, execute and deliver such further instruments or take such further actions as may be reasonably required to carry out the purposes of this Resolution, the Lease, and the Interlocal Agreement.

SECTION 11. AMENDMENTS. No amendment to this Resolution shall become effective unless and until the Borrower and the Bank shall have consented thereto in writing.

SECTION 12. NO PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement contained in this Resolution, the Lease, the Interlocal Agreement or any document related thereto, or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, under or independent of this Resolution, shall be had against any member of the Board, agent, employee or officer, as such, past, present or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to Lender or otherwise of any sum that may be due and unpaid by the Issuer under the Lease. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any member or officer, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the Lender or otherwise, of any sum that may remain due and unpaid under the Lease is hereby expressly waived and released as a condition of and in consideration for the execution of this Resolution and the Lease.

SECTION 13. LAWS GOVERNING. This Resolution shall be governed exclusively by the provisions hereof and by the applicable laws of the State.

SECTION 14. PREREQUISITES PERFORMED. All acts, conditions and prerequisites relating to the passage of this Resolution and required by the Constitution or laws of the State to

happen, exist and be performed precedent to and in the passage hereof have happened, exist and have been performed as so required.

SECTION 15. GENERAL AUTHORITY. The Chairman and the Clerk, the County Attorney and the other officers and employees of the Issuer are hereby authorized to execute and deliver such documents, instruments and certificates as deemed necessary or appropriate to carry out the intent of this Resolution including without limitation a tax certificate and agreement in connection with the Lease and do all acts and things required of them by this Resolution and the other documents approved hereby or desirable or consistent with the requirements hereof or thereof, for the full punctual and complete performance of all terms, covenants and agreements contained in the Lease, this Resolution and such other documents.

SECTION 16. SEVERABILITY. If any one or more of the covenants, agreements, or provisions contained herein shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions hereof and thereof and shall in no way affect the validity of any of the other provisions of this Resolution.

SECTION 17. REPEALER. All resolutions or Resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of any such conflict, hereby superseded and repealed.

SECTION 18. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

SECTION 19. LIMITED APPROVAL. The approval given herein shall not be construed as (i) an endorsement or guaranty of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to the Lender or any other prospective lender to participate in the Financing, or (iii) any necessary governmental approval relating to the Project, and the Issuer shall not be construed by reason of its adoption of this Resolution to have made any such endorsement, finding or recommendation or to have waived any of the Issuer's rights or estopping the Issuer from asserting any rights or responsibilities it may have in that regard.

Passed and duly adopted at a regular meeting of the Board of County Commissioners of Santa Rosa County, Florida on the 14<sup>th</sup> day of April, 2011.

BOARD OF COUNTY COMMISSIONERS  
OF SANTA ROSA COUNTY, FLORIDA

Attest:

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Clerk

**Bagdad Mill Site Park  
Facilities Design and Construction Plans  
Santa Rosa County Board of County Commissioners**

**Scope of Services & Fee Proposal - Phase II**

Atkins shall provide to the **Santa Rosa County Board of County Commissioners (SRC)** Final Bid Documents ready for construction for the Bagdad Mill Site Park in Bagdad, Florida. This phase will consist of taking the pre-permitting documents (approximate 60% construction plans & documents) submitted in Phase I to Final Permitting Documents (80% construction plans) and Final Construction (100%) plans for the facilities at the Bagdad Mill Site Park, in Bagdad, Florida. Pre-application meetings/coordination will be held with the permit agencies after Phase I has been completed. The 80% construction documents shall include the necessary calculations and supporting documents for submission to the applicable permitting agencies based on permit agency coordination and requests for information received from the original permit submittal and **SRC** comments.

Facilities to be included in the construction documents are: the park entrance (including signage and a gate); a walking trail loop; a multi-purpose entertainment pavilion for performances and events with restrooms and storage; an information/teaching kiosk with restrooms and storage; a fishing pier; a boardwalk; a boat tie-up (Floating Dock); a kayak launch; a gazebo with seating; parking areas; lighting and electrical plans (lighting is limited to the main parking area, and the main route to the multi-purpose pavilion) and a stormwater plan. These facilities are identified on the Bagdad Historic Mill Site "Site Plan" that was provided with the RFQ solicitation. Subsequent revisions and details presented at the public meeting held March 12, 2011 will be finalized as well as details from other meetings held with stakeholders and **SRC** staff. To the extent feasible and practical, final documents will be based on the original plan with revisions approved by **SRC** staff and per comments received during permitting agency coordination.

It is understood that **SRC** shall provide a revised topographic survey in electronic format. It is anticipated that the topographic survey shall include one (1) foot contours; meet Florida Minimum Standards; include horizontal control based on State Plane Coordinates; include benchmarks and elevations based on NAVD 88 datum; and identify above ground appurtenances such as utilities, new fences, and existing trees that remain in the demolition areas. All buildings and impervious areas that have been demolished will be removed from the survey as per agency requests received at recent meetings with FDEP.

To the extent possible and practical, the facilities shall be designed with green design principles; with CPTED principles (Crime Prevention Through Environmental Design); to commercial quality; with low-maintenance features and materials; with vandalism resistance; and, consistent with economical construction methods and materials.

**Atkins** shall coordinate with **SRC** staff during the design process.

A revised estimate of probable construction cost shall be provided for elements designed within the scope of work at each submittal.

Preparation of final signed and sealed permit packages (including permit applications and construction documents) is included in the scope of work. **Atkins** will address requests for information received from the permit agencies and revise the permit documents as necessary.

**Atkins** will provide a bid ready set of construction plans to **SRC**. The desired completion date for **Atkins** design and permitting services is August 31, 2012. The contract end date should allow time for **SRC** to bid portions of the project separately or allow **SRC** crews to construct the parking lot and trail areas while funding options are explored for other components of the park. At this time, it is not known when funds will be available to bid all components of the project.

## 1.0 80% CONSTRUCTION PLANS (FINAL PERMIT SET)

Based upon previous discussions with **SRC**, background information gathered from previous research, the public participation workshops, and review comments from the pre-permit set of construction plans (60% submittal), **Atkins** shall prepare 80% construction documents that include the elements of the development program. Items to address within the Construction Documents shall include:

- Key Map and General Notes
- Hardscape (including structures), Landscape, and Irrigation Plans, Details, and Notes
- Furnishings Schedules
- Site Plan/Layout, including legal description (provided by **SRC**) and Project Boundary
- Drainage Plans, Details, and Notes
- Grading Plans, Details, and Notes including parking lot and Stormwater Facilities
- Stormwater Facilities Details
- Entrance Roadway Plan & Profiles
- Typical Sections and Cross Sections for the Entrance Roadway and Parking Lot
- Entrance Roadway and Parking Lot Details and General Notes
- Striping Plan for the Parking Area
- Erosion Control Plans including Stormwater Pollution Prevention Plans
- Potable Water and Sewer Plans, Details, and Notes
- Electrical Plans, Details, and Notes including Site Lighting (limited) and Power Service

LIST OF EXHIBITS

- A Form of Financing and Lease Agreement
- B Form of Interlocal Agreement

- Floor Plans, Elevations, and Construction Details for the Entry Feature, Multi-purpose Pavilion, Gazebo, and Information/Teaching Kiosk (sufficient detail for a General Contractor to obtain permits and construct).
- Construction Plans for the Fishing Pier, Floating Dock, and their connecting Ramps and Stairs (sufficient detail for a Marine Contractor to construct).
- Construction Details for an Elevated Boardwalk
- General Specifications, Construction Notes and Sequences, and Specific Requirements for Construction shall be included on the plan sheets. Specific reference to FDOT Design Indexes shall be used for site work specifications.

**Atkins** will pay for all permit fees and permit advertising fees required as a direct billable expense. SRC will reimburse **Atkins** once invoiced.

The 80% submittal package shall contain plans, specifications, cut sheets, and calculations necessary to submit to the Santa Rosa County Building Inspection Department for a cursory review. The final official building permits will be obtained by the contractor after the project is awarded. The plans shall be presented to SRC staff for concurrence prior to moving forward with final construction document preparation. One review meeting is included as part of this scope of work.

*Deliverables:*

- Five (5) printed 11" x 17" copies of the 80% construction plans
- Five (5) sets of Specifications and Calculations
- Electronic copies of the site plan
- Estimate of probable construction cost

## 2.0 FINAL (100%) CONSTRUCTION DOCUMENTS AND SPECIFICATIONS

Based upon the 80% construction plans approved by SRC, **Atkins** shall prepare Final 100% Construction Documents.

A final estimate of probable construction cost for the proposed improvements shall be included. Additionally, **Atkins** staff will attend a pre-bid meeting and provide pre-bid assistance as necessary.

**Atkins** shall submit the 100% Construction Documents to SRC for approval.

*Deliverables:*

- Five (5) printed 11" x 17" copies of the 100% Construction Documents
- Two (2) 22" x 34" full size sets of construction plans and two (2) 'master specification books'
- Electronic copy of the 100% Construction Documents

- Final estimate of probable construction cost

### 3.0 LIMITED CONSTRUCTION ADMINISTRATION

**Atkins** shall provide to **SRC** construction administration services limited to final certification of the stormwater facilities as required by conditions of the ERP permit. Additionally, **Atkins** will review shop drawings and attend a pre-construction conference if necessary.

#### ADDITIONAL SERVICES

Additional Services must be authorized by **SRC** in writing, in which event **Atkins** shall perform such services in connection with the Project. Any Additional Services shall be set forth in an amendment to this Agreement, which shall be executed by both parties and which shall be governed by the terms of this Agreement. Services authorized by **SRC** other than those specifically listed above shall be considered additional services. Additional services may include, but are not necessarily limited to, the following items:

- A. Preparing documents for out-of-sequence services requested by **SRC**.
- B. Making revisions in drawings, specifications, or other documents, when such revisions are inconsistent with written approvals or instructions previously given, and are due to circumstances beyond the control of **Atkins**.
- C. Providing services of professional consultants other than as is specifically provided for under this scope of services.
- D. Preparing supporting data and other services in connection with Site Plan Review if extensive studies and/or analysis are required beyond this scope of services.
- E. Providing bid documents, bid solicitation assistance, bid review or construction administration services other than is specifically provided for under this scope of services.
- F. Providing services to investigate existing conditions or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by **SRC** or their consultants, other than as is specifically provided for under this scope of services.

- G. Preparing supporting data and other services in connection with agency approvals if extensive studies and/or analysis are required beyond that which is incidental to, and/or described within, this scope of services.
- H. Any changes or modifications required due to changes in the program, buildings, or the site plan directed by SRC.
- I. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration, or legal proceeding.
- J. Providing assistance, or preparation of additional documentation, required for legal transactions, including sale of property or preparation of lease agreements.
- K. Additional 8 ½" x 11" copies of any documentation beyond what is included in the proposal will be billed at 0.04 cents per sheet. Additional 11" x 17" copies of the plans beyond what is included in the proposal will be billed at 0.06 cents per sheet. Additional 22" x 34" copies beyond what is included in the proposal will be billed at 0.50 cents per sheet.
- L. Review and verification of pay requests from the contractor each month for items that are not being performed by SRC Road and Bridge Department.

## CLIENT'S RESPONSIBILITIES

- 1. Designate, in writing, a person to act as SRC's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define policies and decisions.
- 2. SRC shall provide background information necessary for plan preparation.
- 3. SRC shall provide a revised topographic survey indicating grade changes due to demolition, topographic changes associated with the fill along the new fence, new fence locations, and tree locations.

**Bagdad Mill Site Park  
Facilities Design and Construction Plans  
Santa Rosa County Board of County Commissioners**

**Fee Summary**

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<b>Task</b>	<b>Description</b>	<b>Total</b>
1.0	80% Construction Plans (Final Permit Set)	\$22,500.00
2.0	Final (100%) Construction Documents and Specifications	\$24,500.00
3.0	Limited Construction Administration	\$2,750.00
	<b>TOTAL<sup>1,2,3</sup></b>	<b>\$49,500.00</b>
4.0	Optional Pay Request Verification	\$3,000.00

<sup>1</sup>Payment shall be made on a lump-sum basis including expenses. Invoices shall be submitted to SRC monthly and shall reflect amounts due based on percent complete for each task. Additional Services shall be negotiated on a lump sum basis.

<sup>2</sup>Normal expenses listed in the proposal are included in this cost and include out-of-pocket expenditures such as copying, plans reproduction, travel, and express mail. Approval/permit fees and reproduction of multiple permit and/or plan sets have not been included and shall be billed separately.

<sup>3</sup>Each task has been estimated and any overage/underage shall be applied to the remaining tasks with a maximum not-to-exceed total fee without SRC's authorization.

4

**Hunter Walker**

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

**Sent:** Friday, April 15, 2011 10:38 AM

**To:** Hunter Walker

*Dear Hunter:*

*I would like to be on the next commission agenda. We have completed the new deck and now are working on the kids area. I would like to leave the old bar to be used for a snowball/icecream/kids area. I will forward pictures.*

*Dorothy*

*850-393-7255*

**FIXED BASE OPERATOR LEASE AGREEMENT**

**THIS AGREEMENT**, executed this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between **SANTA ROSA COUNTY**, a political subdivision of the STATE OF FLORIDA, hereafter called "COUNTY", and **MILTON AVIATION PARTNERS, LLC**, a corporation organized and existing under the laws of the State of Florida and authorized to do business in the State of Florida, hereafter called "LESSEE", and entered into for the terms as set forth herein:

**WITNESSTH:**

**WHEREAS**, the County owns and operates an airport known as "Peter Prince Field ", located in Santa Rosa County, State of Florida, which airport and any additions or improvements thereto or changes therein the County hereafter makes or authorizes are hereinafter collectively referred to as the "Airport"; and

**WHEREAS**, the County requested proposals from qualified operators to provide a full service fixed base operation; and

**WHEREAS**, Lessee is also proposing to provide a quality full service fixed base operation; and

**WHEREAS**, Lessee desires to lease certain property at the airport to construct a new general aviation terminal and upgrade the existing operation; and

**WHEREAS**, the County desires to lease said property to Lessee for construction of the proposed structure and expanded general aviation activities; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the County and the Lessee do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

**ARTICLE 1 - PREMISES**

**A. USE OF AIRPORT.** Lessee shall have the use of the leased premises for the purpose of operating a non-exclusive full service fixed base operation. The authorized operations may include, but not be limited to, the following activities:

1. Air Frame & Power Plant Repair
2. Aircraft Rental
3. Flight Training
4. New Aircraft Sales, including Sale of Parts & Accessories for Aircraft
5. Used Aircraft Sales, including Sale of Parts & Accessories for Aircraft
6. Avionics & Instrument Repair Services
7. Air Taxi Operation
8. Specialized Operation and Other Aeronautical Functions
9. Landing, taking off, taxiing and towing, parking, loading and unloading, testing and servicing Lessee's and Lessee's customers' aircraft in areas and locations as designated from time to time by Santa Rosa County;
10. Lessee shall provide Pilot instruction and training.
11. Lessee shall provide a rental/training fleet of at least six (6) aircraft.
12. The provision of any other goods or services usually connected with a full service fixed base operation, as approved by Santa Rosa County, which approval shall not be unreasonably withheld.

This Agreement shall be interrupted consistent with applicable FAA regulations. To the extent that this agreement conflicts with FAA regulations, said regulations shall prevail.

**B. EXCLUSIVE SPACE.** Lessee shall have for its exclusive use that certain area as shown on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter "exclusive space" or "exclusive area").

**C. JOINT-USE SPACE.** Lessee shall have the right to use, in common, the following areas:

Space and facilities adjacent to the exclusive space consisting of sufficient ground area to permit the efficient taxiing of Lessee's aircraft and its customers' aircraft subject to the reasonable control of Santa Rosa County;

**D. MAINTENANCE AND REPAIR.** Lessee shall be responsible for all maintenance and repair of any new facilities constructed pursuant to this section. At the termination of this agreement, Lessee shall repair and restore premises to a condition of good repair, reasonable wear and tear accepted. At the end of the initial period and option periods of this agreement, facilities constructed by Lessee pursuant to this section shall become the property of the County.

## **ARTICLE 2 - TERM**

The term of this agreement shall be fifteen (15) years, beginning \_\_\_\_\_, 2011, and ending on \_\_\_\_\_, 2026, both dates inclusive, unless sooner terminated as hereafter provided. Rental charges and other fees provided for in this Agreement shall commence on \_\_\_\_\_, 2011, (hereinafter "Commencement date"). In addition, Lessee shall have the right at the end of this term to renew the lease for one additional fifteen (15) year period under the same terms and conditions. Exercise of such fifteen (15) year option shall be by certified mail to Santa Rosa County at least six (6) months prior to the expiration of the initial term.

## **ARTICLE 3 - RENTALS AND FEES**

**A. ANNUAL RENTALS.** Lessee, for and in consideration of the privileges granted herein, hereby covenants and agrees to pay County rental as determined by Exhibit B attached hereto.

**B. LEASE SPACE.** Lessee shall pay to the County an initial rate per square foot per year for the hangar facilities and exclusive area leased under Article 1, paragraph B, as set forth in Exhibit "B", attached hereto and made a part hereof by reference. On each fifth anniversary of the commencement date of this agreement (i.e., \_\_\_\_\_ 1, 2016, 2021, 2026 ...etc.), rental rates shall be redetermined based on the change in the Consumer Price Index, all products, as published by the United States Department of Commerce. The index number to be used shall be the latest figure published closest to the anniversary date of each adjustment period. The base index shall be determined on the Commencement date of this agreement. However, in no event shall the rental rate adjust negatively.

**C. PAYMENTS.**

1. Payment for Lease Space, as indicated in paragraph 3.B, shall be made in twelve (12) equal monthly installments due on the fifth (5th) calendar day of each month.

2. At the end of each twelve month period of this agreement, the rental payments received by the County for the preceding twelve (12) months shall be totaled for each category. Lessee shall comply with the reasonable directions of Santa Rosa County with respect to forms and methods of reporting.

**D.** Without waiving any other right or action available to the County in the event of default in payments of amounts due hereunder, if Lessee is delinquent in payment to County for a period of fifteen (15) days or more Lessee shall pay to the County interest thereon at the rate of

one and one-half percent (1 1/2%) per month from the date such payment was due until full payment plus interest is paid.

F. In the event that the termination of the terms with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided, falls on any date other than the first day or last day of any calendar month, the applicable rentals, fees and charges for said month shall be paid in on a pro rata basis according to the number of days in said month during which the particular premises, facilities, rights, licenses, services or privileges were provided.

**G. OTHER RENTALS AND FEES.** If Lessee uses any other premises or services offered by the County at the Airport that are not expressly covered herein, Lessee shall pay any and all rentals and fees charged by the County for such premises or services. Such rentals and fees shall be nondiscriminatory and applicable to all users of such premises or services. Payment of such rentals and fees shall be due within ten (10) days after receipt of bill from the County.

**H. BOOKS AND RECORDS.** Lessee shall maintain full and accurate books of account and records, according to standard and accepted accounting practices. The books of account and records that Lessee must maintain must include but not be limited to sales slips and cash register tapes, credit card invoices, monthly sales tax returns, sales and disbursement journals, general ledgers, bank statement, bank books, bank deposit slips and annual federal income tax returns. Lessee shall maintain all said books and records for a period of thirty-six (36) months from the end of each monthly period or for longer periods of time as the County may request in writing.

The County reserves the right to audit Lessee's books and records of gross receipts, fuel sales and oil sales at any time upon reasonable notice and request to and during Lessee's normal business hours.

#### **ARTICLE 4 - CONSTRUCTION AND INSTALLATIONS BY LESSEE**

A. Lessee will construct and provide at its expense, on the land hereby leased, the following improvements:

1) Operations and maintenance facility with minimum square footage of 5,000 sq.ft.; Size, location, orientation, and designs shall be subject to the reasonable approval of County before commencement of construction. Plans for said facility shall be presented for approval to Santa Rosa County within sixty (60) days of execution of this Agreement. Construction shall be completed within one hundred eighty (180) days of approval of plans by Santa Rosa County; and

2) General aviation facility with minimum square footage of 1,200 sq.ft.; Size, location, orientation, and designs shall be subject to the reasonable approval of County before commencement of construction. The building shall at a minimum include pilot lounge, food service court, pilot store and administrative offices. Plans for said facility shall be presented for approval to Santa Rosa County within sixty (60) days of execution of this Agreement. Construction shall be completed within one hundred eighty (180) days of approval of plans by Santa Rosa County; and

3) Tenant may (but shall not be obligated to) construct fuel facilities on the premises for the sale of any or all of the following: 100 low lead fuel, Jet-A and, MO gas.

B. Title to all said improvements shall vest in the Lessee during the term of this Agreement and to the County at the expiration of this lease.

C. Lessee shall make no structural changes in the leased premises without the prior approval of Santa Rosa County. Approval will be based upon the plans and specifications for the proposed changes submitted by Lessee. The Lessee may provide, construct and install additional facilities and equipment as it may deem necessary in accordance with plans and specifications

submitted to Santa Rosa County for prior written approval, provided that:

1) The improvements, alterations, and additions are performed by qualified and licensed contractors and subcontractors; and

2) Prior to the construction of new buildings, major exterior changes to all buildings, and interior improvements, additions, or alterations affecting the structural integrity of buildings owned by the County (but not in the interiors of buildings owned by Lessee upon the Leased Premises at the time of the execution of this Agreement or thereafter constructed by Lessee upon the Leased Premises):

i. Lessee submits the proposed plans to the County for its review; and

ii. The County determines in its sole discretion that the proposed improvements, alterations, or additions are consistent with the County's master plan and land use plan, architectural design and quality of construction. This is in no way intended to mean or imply that the County approves such plans, building, structures, fixtures, or the like, for safe design, warranty of purpose or fitness of use. Such approval is for the County's overall planning purposes only.

In reviewing and approving a proposed construction of improvements, alterations and additions submitted by Lessee to the County, the County's approval shall not be unreasonably withheld nor shall its discretion be unreasonably applied.

Lessee shall construct all improvements and additions to the Leased Premises at its own expense. Although the County has the right to review proposed improvement and alteration plans, and veto the plans if the plans are inconsistent with Airport development plans or construction quality and design control, if the County does not veto said improvement and alteration plans, and Lessee thereafter constructs the improvements or alterations, the

improvements or alterations shall be commissioned and constructed at Lessee's sole initiative and behest, and nothing herein shall be construed as an authorization by County to Lessee to construct the improvements and alterations, or as an agreement by County to be responsible for paying for them, and neither the Leased Premises or any improvements or alterations constructed thereon, shall be subjected to a mechanic's lien for any improvements or alterations constructed by Lessee hereunder.

Lessee shall be responsible for assuring that all of the improvements, alterations and additions to the Leased Premises are constructed in accordance with applicable local, state and federal law. Lessee shall reimburse the County for all costs and expenses, including attorney's fees, County incurs (1) as a result of the fact that the construction, improvements, additions, or alterations do not comply with local, state and federal law, (2) in defending against, settling or satisfying any mechanic's lien claims, asserted as a result of unpaid for improvements commissioned by Lessee hereunder.

Lessee agrees that no obstruction to air navigation as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation Regulations or subsequent and additional regulations of the Federal Aviation Administration will be constructed on the Leased Premises. Lessee agrees not to install any structures, objects, machinery, or equipment that would interfere with the safe and efficient operation of the Airport, or interfere with the operation of other tenants and users of the Airport

#### **ARTICLE 5 - CUSTODIAL SERVICES BY LESSEE**

Lessee shall be responsible for providing all janitorial services on the leased premises.

#### **ARTICLE 6 - DAMAGE OR DESTRUCTION OF PREMISES**

Lessee shall repair or rebuild as soon as practical all damage or destruction by fire, the elements, the public enemy, or any other cause on those facilities provided by Lessee under the terms of this agreement.

#### **ARTICLE 7 - SERVICES TO BE PROVIDED BY LESSEE**

Lessee shall:

1. Operate and provide efficient ramp service and pilot services from 8:00 a.m. to 5:00 p.m., Monday through Friday and 8:00 a.m. to noon on Saturday. However, County reserves the right to adjust these times based on the County's needs, such needs to be determined by the County in its sole discretion. Lessee hereby agrees to such adjustment by the County.

2. Maintain a computer based satellite linked real time weather information system available to all pilots during working hours.

3. Maintain a all portion of the grounds and mowing at Peter Prince Field east of the runway on a schedule to be determined by the County.

4. Provide a courtesy car for use by visiting pilots.

5. Provide a pilot store (Aircraft Spruce and Spec dealer) and a functional, comfortable pilot lounge for tenants and visitors.

6. Provide a food court for tenants and visitors.

7. Provide major and minor airframe and powerplant maintenance with adequately trained and certified personnel able to perform maintenance and repair on a representative group of general aviation aircraft. Milton Aviation Partners, Inc., will provide maintenance services to hangar tenants of Peter Prince Airport at a rate discounted 10% from the standard shop fee.

8. Engage in the sale of aircraft parts and supplies for the general aviation public, maintaining one of the largest stock inventories of parts and supplies for aircraft in the Southeast and maintaining certified engine parts as a portion of the said stock inventory.

9. Respond to Unicom radio calls when practical on a continuing basis during working hours.

10. On a regular basis, inspect all the aircraft operations areas (AOA), including taxiways, ramp areas, and runways for structural integrity, cleanliness, and security.

11. Oversee and inspect the operation of all airport lighting and equipment on daily basis, and make timely reports to the County authorities or contractors concerning any malfunction or other problems.

12. Operate a comprehensive curriculum flight school with ground and flight instruction provided by qualified flight instructors.

13. Provide aircraft sales, leases and financing.

14. Maintain a used oil collection site for the use of the hangar tenants at Peter Prince Field, and will arrange for proper disposal of the waste oil.

15. Provide any and all on-site managerial duties at Peter Prince Field (as may be required by lease agreement) in order to assure that all operators engage in safe aeronautical practices, or any other functions as may be deemed appropriate by Santa Rosa County, at no cost to the County.

16. Provide a flying club.

#### **ARTICLE 8 - INDEMNITY AND INSURANCE**

Lessee does hereby covenant and agree to indemnify, save and hold harmless County from any and all fines, suits, claims, demands, actions and/or causes of actions of any kind and

nature for personal injury or death or property damage in any way arising out of or resulting from any activity or operation of Lessee on the premises or in connection with its use of the premises; provided, however, that Lessee shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of County, its agents or employees. County shall give to Lessee prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect Lessee and Lessee shall have the right to compromise and defend the same to the extent of its own interest. Lessee shall maintain in force with a financially responsible insurance company authorized to do business in the State of Florida the following insurance: Commercial General Liability (Bodily Injury and Property Damage) \$2,000,000; Single Limit Hangars Keeper Liability \$1,000,000 per incident; Property Owners/Occupiers Liability USS \$1,000,000 any one occurrence; Completed Operations and Products Liability USS \$250,000 in respect of Bodily Injury and USS \$1,000,000 in respect of property damage; Hangar Keepers Liability USS \$100,000 any one aircraft and USS \$500,000 any one occurrence.

The liability insurance required hereunder shall include Santa Rosa County, its officers, officials, agents and employees" as named additional insureds. Such insurance policies shall include contractual liability coverage for the indemnification obligation contained in this Article, products hazard coverage, broad form property coverage, and adequate fire insurance to replace all structures constructed by Lessee under this Agreement. A certificate or certificates evidencing such insurance coverage shall be filed with the County at least thirty (30) days prior to the commencement date or at such other time as may be required by the County, and said certificate or certificates shall provide that such insurance coverage will not be canceled, reduced or the coverage materially changed without at least thirty (30) days prior written notice to the County.

At least thirty (30) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed or extended shall be filed with the County. If such coverage is canceled, reduced or materially changed, Lessee shall, within fifteen (15) days after receipt of written notice from the County of such cancellation, reduction or adverse material change or coverage, file with the County a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

To keep the buildings, now or hereafter on said land, insured against fire and windstorm and extended coverage in a sum not less than their full insurable value, including a "standard" Lessee clause designating County as an additional insured, as its interest may appear. Lessee shall cause an original or memorandum copy or certificate of such policy or policies to be delivered to the County. If there is an event of default by the Lessee continuing hereunder beyond any applicable grace, cure or notice period, the County is empowered to adjust, compromise, submit to arbitration and appraisal and collect, and apply to the reduction of said indebtedness, and claim for loss arising under any insurance policy covering said premises; and to that end the County is irrevocably appointed the attorney in fact of the Lessee to execute and deliver such receipts, releases and other writings as shall be requisite to accomplish such adjustments, compromise, arbitration appraisal and collection. Unless County and Lessee otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the payments referred to or change the amount of such payments.

#### **ARTICLE 9 - QUIET ENJOYMENT AND POSSESSION**

County agrees that, on payment of the rent and performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the leased premises and all the rights and privileges of the leased premises. Consistent with

the nature of Lessee's business, Lessee agrees that its occupancy of the premises let hereunder will be lawful and that it will not use or permit the use of the premises in any way that will tend to create a nuisance or tend to disturb other tenants or the general public. Lessee shall be responsible for the activity of its agents and employees with respect to this restriction and further that the officers, agents and employees of Lessee shall not loiter or congregate in the public areas of the Airport that are designed primarily for the use of the traveling public.

#### **ARTICLE 10 - PERFORMANCE GUARANTEE**

Before any revocations or modifications to existing facility and/or construction of new facility(s) of a cost of greater than \$100,000.00, can be commenced by Lessee, a one hundred percent (100%) Performance and Material Bond for Construction must be delivered to the County. .Such Performance and Material Bond shall ensure the payment of all subcontractors, laborers, suppliers of equipment or material. Such bond shall be furnished in an acceptable form to the County. All guarantees and bonds prescribed herein shall be furnished in a form acceptable to the County and issued by a surety acceptable to the County.

#### **ARTICLE 11 - RULES AND REGULATIONS**

A. The Lessee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, and county governments which may be applicable to its operations at the Airport. Lessee further agrees that he will comply with the minimum standards for aeronautical Fixed Base Operators as adopted by County.

B. Santa Rosa County may, from time to time, adopt, amend or revise reasonable rules and regulations for the conduct and operations of the Airport, terminal building, airfield, adjacent buildings, parking areas, and other Airport property, for reasons of safety, health, preservation of the property or for the maintenance of the good and orderly

appearance of the Airport, and the property in general. The Lessee, its employees, agents and representatives shall faithfully comply with and observe such rules and regulations of which it receives notice, except as they may conflict with regulations of another appropriate governmental authority or as such rule or regulation would deprive the Lessee of any of the rights hereunder.

#### **ARTICLE 12 - INSPECTION**

Upon reasonable notice and in a manner consistent with operational safety, the Lessee shall allow the County's authorized representative access to the premises leased to the Lessee at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligations under the Agreement, or in the exercise of its governmental functions.

#### **ARTICLE 13 - ASSIGNMENT AND SUBLETTING**

Except as provided herein, the Lessee shall not sublet, assign or transfer all or any portion of its interest under this Agreement without first obtaining the written consent of Santa Rosa County. Said consent shall not be unreasonably withheld. Lessee may assign the lease as security to a lending institution without the consent of Santa Rosa County. The lending institution may foreclose its security in the lease without the consent of Santa Rosa County. In the event the lending institution takes possession of the leased premises through foreclosure and the County declines to exercise its option to assume the lease, permission will be granted by Santa Rosa County to the lending institution to further assign the lease, whether or not subject to the security interest of the lending institution in the lease. An assignment will be approved if the new tenant agrees to conduct business on the premises which is, in the reasonable judgment of Santa Rosa County, consistent with the business activities allowed by this Agreement.

#### **ARTICLE 14 - NONDISCRIMINATION**

The Lessee, for himself, his personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied benefits of, or be otherwise subjected to discrimination; (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -Effectuation of Title VI of the Civil Rights Act of 1964, and' as said regulations may be amended.

#### **ARTICLE 15 - ATTORNEY'S FEES**

In the event any action or suit or proceeding is brought by either party to collect the rent due or to become due under this Agreement, or any portion thereof or to take possession of said premises or to enforce compliance with this Agreement or for failure to observe any of the covenants of this Agreement, the prevailing party agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed in said suit, action or proceeding.

#### **ARTICLE 16 - FEES AND TAXES**

Lessee shall pay the required fees for all permits and licenses necessary for the conduct of its business at the Airport. Lessee shall also pay all taxes and assessments, which during the term of this Agreement may become a lien or which may be levied by the state, County or any

other tax levying body, upon any taxable interest acquired by the Lessee in this Agreement, or any taxable possessory right which the Lessee may have in or to the premises or facilities thereby leased, or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Lessee in or about said premises.

Upon any termination of tenancy, all taxes then levied or a lien on any of said property, or taxable interest therein, shall be paid in full and without proration by the Lessee, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statement; provided, however, that the Lessee shall not be deemed to be in default under this Agreement for failure to pay taxes pending the outcome of any proceedings instituted to determine the validity or the amount of such taxes.

#### **ARTICLE 17 - CANCELLATION BY COUNTY**

In the event of breach of any provision of this Agreement by Lessee, the County, in addition to any other right of cancellation herein given by Lessee or any other rights to which County may be entitled by law or otherwise, may cancel this Agreement if after giving Lessee and its lender (provided County has written notice of a security assignment), thirty (30) days advance written notice of the breach and such breach continues existing or uncured at the end of thirty (30) days following Lessee's receipt of such notice, except where the curing thereof requires continuing action, Lessee shall have failed within the said period to commence such action and be continuing to prosecute the same.

#### **ARTICLE 18 - CANCELLATION BY LESSEE**

Lessee, in addition to any other right of cancellation herein given to Lessee by County or any other rights to which Lessee may be entitled by law or otherwise, may cancel this Agreement in whole or only insofar as it relates to the leased premises and terminate all or any of its

obligations hereunder at any time that Lessee is not in default in its payments to County hereunder, by giving County thirty (30) days advance written notice to be served as hereinafter provided, upon or after the happening of anyone of the following events:

A. The failure or refusal of the Federal Aviation Administration or any other governmental agency having jurisdiction at any time during the term of this Agreement or any renewal hereof, to permit Lessee to operate into or from the Airport with any type of aircraft which Lessee may reasonably desire to operate into and from the Airport, including, without limiting the generality of the foregoing, the failure or refusal of the Federal Aviation Administration at any such time to permit Lessee to operate into or from the Airport with any type of aircraft licensed to operate into or from other airports of like size and character.

B. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof for airport purposes, and the remaining in force of such injunction for a period of at least sixty (60) days, which injunction materially affects Lessee's operations at the Airport;

C. The inability of Lessee to use, for a period in excess of sixty (60) days, the Airport or any of the premises, facilities, rights, licenses, services, or privileges leased to Lessee hereunder because of any law or any order, rule, regulation, or other action or any non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualty or acts of God, or the public enemy, which materially affects Lessee's operations at the airport;

D. The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for

a period of thirty (30) days after receipt from Lessee of written notice to remedy the same; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if County shall have remedied the default prior to receipt of Lessee's notice of cancellation.

E. The assumption by the United States Government or any authorized agency thereof of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as substantially to restrict Lessee, for a period of at least ninety (90) days, from operating thereon.

#### **ARTICLE 19 - NON-WAIVER**

A. No waiver of default by the County of any of the terms, covenants, or conditions of this Agreement to be performed, kept and observed by the Lessee shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions to be performed, kept and observed by the Lessee.

The acceptance of rental by the County for any period or periods after a default of any of the terms, covenants and conditions to be performed, kept and observed by the Lessee, shall not be deemed a waiver of any right on the part of the County to cancel this Agreement for failure by the Lessee to do, perform, keep or observe any of the terms and conditions of this Agreement.

B. The Lessee's performance of all or any part of this Agreement or during any period or periods after a default of any of the terms, covenants, and conditions to be performed, kept and observed by the County, shall not be deemed a waiver of any right .on the part of the Lessee to cancel this Agreement for failure by the County to so perform, keep or observe any of the terms, covenants or conditions. No waiver of default by the Lessee of any of the terms, covenants or conditions to be performed, kept and observed by the County shall be construed to be or act as a

waiver by the Lessee of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the County.

#### **ARTICLE 20 - SUSPENSION AND ABATEMENT**

In the event that County's operation of the Airport or the Lessee's operation at the Airport, through no fault of the Lessee, should be restricted substantially by action of the federal government, or any agency thereof, or by action of the State of Florida, or any agency thereof, then either party hereto shall have the right, upon written notice to the other, to a suspension of this Agreement and an abatement of a just proportion of the services and facilities to be afforded hereunder, from the time of such notice until such restriction shall have been remedied and normal operations restored.

#### **ARTICLE 21 - SURRENDER OF POSSESSION**

Upon the expiration or sooner termination of this Lease Agreement, for any reason whatsoever, Lessee shall peaceably surrender to the County possession of the Leased Premises, together with any improvements, fixtures, or personal property of the County located thereon, in as good a condition as the Leased Premises and improvements, fixtures and personal property of the County were at the time the Leased Premises were entered upon pursuant to this Agreement, or when such improvements, fixtures, or personal property are first provided to Lessee by the County in the future, ordinary wear and tear excepted, without any compensation whatsoever, and free and clear of any claims or interests of Lessee or of any mortgages or any other third party whose position was derived from or through Lessee.

#### **ARTICLE 22 - HOLDING OVER**

In the event the Lessee shall hold over and remain in possession of the premises after the expiration of this Agreement without any written renewal thereof, such holding over shall not be

deemed to operate as a renewal or extension of this Agreement, but shall only create a tenancy from month to month which may be terminated at any time by the County.

#### **ARTICLE 23 - INVALID PROVISIONS**

In the event any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the County or the Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

#### **ARTICLE 24 - FEDERAL GOVERNMENT AGREEMENTS**

This agreement shall be subordinate to the provisions of any existing or future Federal rule, regulation, statute or agreement between County and the United States of America relative to the operation and maintenance of the Airport.

#### **ARTICLE 25 - FEDERAL GOVERNMENT'S EMERGENCY CLAUSE**

All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate all of the Airport or any part thereof during time of war or national emergency, and such rights shall supersede any provisions of this Agreement inconsistent with the operations of this Airport by the United States of America.

#### **ARTICLE 26 - NOTICE**

All notices, requests, consents, and approvals under this Agreement shall be served or given only by certified or registered mail, except in cases of emergency, in which case they shall be confirmed by certified or registered mail; and, if intended for the County, shall be addressed to Santa Rosa County, 6495 Caroline Street, Milton, Florida 32570, or to such other address as

may be designated, by the County by written notice to the Lessee; and, if intended for Lessee shall be addressed to \_\_\_\_\_, or to such other address as may be designated by the Lessee by written notice to the County.

**ARTICLE 27 - TITLES**

Paragraph titles are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or extent of any provision of this Agreement. To be executed by their duly authorized representatives effective the day and year first written above.

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

By: \_\_\_\_\_  
Chairman

**ATTEST:**

\_\_\_\_\_  
Deputy Clerk

**MILTON AVIATION PARTNERS, LLC**

By: \_\_\_\_\_  
President

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**LEGAL DESCRIPTION**

See attached depicted based on SRC Airport Layout Plan;

Complete legal description to be inserted.

**EXHIBIT A**

This LANDFILL GAS DEVELOPMENT AGREEMENT (this "Agreement") is dated as of \_\_\_\_\_, 2011 (the "Effective Date") by and between Santa Rosa Renewable Energy, LLC, a Delaware limited liability company with an address at 3555 Timmons Lane, Suite 900, Houston, Texas 77027 ("Developer"), and the Santa Rosa Board of County Commissioners, a Florida municipality with an address at 6495 Caroline Street, Suite M, Milton, FL 32570-4592 ("Owner") (each a "Party" and collectively, the "Parties").

**RECITALS:**

WHEREAS, Owner owns and operates a solid waste disposal facility known as the Santa Rosa County Central Landfill located in the county of Santa Rosa in the state of Florida (defined below as the Landfill);

WHEREAS, Owner and Developer wish to enter into this Agreement related to the Landfill Gas, or LFG, (as defined below) from the Landfill, pursuant to which Owner grants to Developer exclusive rights to (a) develop a LFG collection and flaring project (defined below as the LFG Collection Project), (b) purchase all LFG collected by the LFG Collection Project, and (c) develop a project to process and sell the LFG and/or potentially convert the LFG to electricity (defined below as the Energy Project); and

WHEREAS, the Project will create societal benefits, which include reduction of greenhouse gas emissions and reduction in other air emissions resulting from operation of the landfill.

NOW, THEREFORE, in consideration of the purposes stated above, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby agree as follows:

1. DEFINITIONS

Terms not defined elsewhere in this Agreement shall have the meaning given them below. Except as the context may otherwise require:

"AAA Rules" has the meaning set forth in Section 8.2.

"Affiliate" means, with respect to any Person, any entity which is a direct or indirect parent or subsidiary of such Person or that directly or indirectly (a) owns or controls such Person, (b) is owned or controlled by such Person, or (c) is under common ownership or control with such Person. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (x) vote 50% or more of the securities having ordinary voting power for the election of directors or Persons performing similar functions or (y) direct or cause the direction of the management and policies, whether by contract or otherwise. Notwithstanding the foregoing, no individual shall be deemed to be an Affiliate of a Person solely by reason of being a director, committee member, officer or employee of such Person.

"Agreement" has the meaning set forth in the preamble.

"Applicable Law" means:

(i) any constitution, statute, law, regulation, ordinance, rule, judgment, order, decree, Permit, concession, agreement, directive, guideline, policy, requirement or other governmental restriction (including any Environmental Law); and

(ii) any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, in each such case having the effect or force of law; that, in any such case, is applicable to or affects the construction, operation, maintenance, ownership or use of all or any portion of LFG Collection Project, the Energy Project, the Project Site, LFG, the Landfill, the easements granted to Developer hereunder or the Landfill Site.

“Carbon Credits” means Emission Reductions, each representing a unit of carbon dioxide equivalent (the unit of measurement used to indicate the global warming potentials of greenhouse gases) that have been measured and certified in accordance with the Standard and including all rights, title and interest in and to the Reporting Rights associated with such Emission Reductions. Carbon Credits do not include RECs.

“Carbon Revenue” means the cash proceeds actually received from Developer’s sale of Carbon Credits generated by the LFG Collection Project, excluding any cash grants, rebates or subsidies associated with the development or operation of all or any portion of the Project.

“Carbon Proceeds” means, for each Revenue Period, fifteen percent (15%) of the Carbon Revenue for such Revenue Period.

“Claims” means demands, actions, causes of action, proceedings, judgments, awards, debts, deficiencies, liabilities, damages, costs, expenses (including reasonable attorneys’ fees, experts’ fees and costs of investigation), penalties and fines.

“Confidential Information” has the meaning set forth in Article 16.

“Developer” has the meaning set forth in the preamble.

“Developer Indemnified Parties” means (a) Developer, (b) any direct or indirect equity holders of Developer, (c) any Financing Parties, and (d) any officers, directors, agents, attorneys and employees of any Person described in clauses (a), (b) or (c) of this sentence.

“Effective Date” has the meaning set forth in the preamble.

“Emission Reduction or ER” means all existing and future legal and beneficial rights arising from the reduction of greenhouse gas, including any right, interest, credit, entitlement, benefit, allowance, certificate or registrable right arising from or in connection with that reduction.

“Energy Project” means (a) one or more electrical and/or thermal energy generating units to be designed and installed by Developer or any designee of Developer pursuant to the terms hereof, that will be primarily fueled by LFG from the Landfill, together with any transformers, switch gear, distribution lines, pipelines, meters, compressors, filtering and cleaning equipment and related equipment necessary for the generation and delivery of electrical or thermal energy to customers, and/or (b) any pipeline(s) and equipment that delivers LFG produced by the LFG Collection Project (whether processed or not) to a third party purchaser, and/or (c) any pipeline(s) and equipment that delivers LFG produced offsite to the Energy Project, as such Energy Project may be expanded in the

sole discretion of Developer and/or (d) any related equipment that is used for any of the foregoing activities.

“Energy Revenue” means, for each Revenue Period, the cash proceeds actually received during such Revenue Period from the Developer’s sale of energy and RECs generated by the Energy Project, excluding any cash grants, rebates, Tax Credits, or subsidies associated with the development or operation of the Energy Project.

“Energy Proceeds” means, for each Revenue Period, ten percent (10%) of the Energy Revenue for such Revenue Period.

“Environmental Attribute” means any beneficial aspect, claim, characteristic, credit or benefit resulting from or associated with the collection and destruction (whether by flaring or other form of combustion) of methane or other LFG components from the Landfill, or from the generation or sale of energy from a Renewable Energy Source from the Energy Project, excluding, in each case, the LFG itself and any electric energy produced. An Environmental Attribute may include (but is not necessarily limited to) one or more of the following: the Energy Project’s use of a particular Renewable Energy Source, avoided NO<sub>x</sub>, SO<sub>x</sub>, CO<sub>2</sub> or greenhouse gas emissions or avoided water use.

“Environmental Claims” means all Claims for injuries to persons or property damage: (a) excluding any such Claims, for diminution of property values, lost use of property, lost revenues, costs of specific performance or consequential or punitive damages suffered directly by any Party; and (b) including any such Claims, occasioned by the claims, demands, suits or causes of action of persons not a Party arising out of Environmental Conditions or Environmental Noncompliance, including actual or threatened damages to natural resources; claims for the recovery of response costs, or administrative or judicial orders directing the performance of investigations, removal, remedial or other response actions directing the performance of investigations, removal, remedial or other response actions under CERCLA, RCRA or other Environmental Laws as they may presently or hereafter be in effect; a requirement to implement “corrective action” pursuant to any order or permit issued pursuant to RCRA; claims for restitution, contribution or equitable indemnity from third parties or any Governmental Authority; fines, penalties, liens against property; and claims for injunctive relief or other orders or notices of violation from any Governmental Authority.

“Environmental Conditions” means any environmental conditions, circumstances or other matters of fact, pertaining to, relating to or otherwise affecting the environment, including any natural resources (including flora and fauna), soil, surface water, ground water, any present or potential drinking water supply, subsurface strata or the ambient air, and relating to or arising out of the presence, use, handling, blending, storage, treatment, recycling, generation, transportation, release, spilling, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, disposal (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Materials), dumping or threatened release (as such term is used in CERCLA or other similar Environmental Laws) of Hazardous Materials.

“Environmental Expenses” means all liabilities, losses, costs and expenses arising out of Environmental Conditions or Environmental Noncompliance, including costs of or associated with: assessment, investigation, cleanup, remediation, abatement, removal or other response action; posting financial assurances for the completion of response, remedial or corrective actions; preparation of any closure or other necessary or required plans or analyses, or other reports or analyses submitted to

or prepared by Governmental Authorities, including health risk assessments, epidemiological studies and the like; retention of engineers and other expert consultants; legal counsel; capital improvements; operation and maintenance testing and monitoring costs; power and utility costs and pumping taxes or fees; and administrative, oversight and other costs incurred by Governmental Authorities; provided, however, that Environmental Expenses shall only include those Environmental Expenses which are reasonably necessary and are in reasonable amounts in view of the then existing circumstances giving rise to them.

“Environmental Laws” means any Applicable Law now or hereafter in effect relating to Environmental Conditions or Environmental Noncompliance, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (“*CERCLA*”); the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq. (“*TSCA*”); the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (“*RCRA*”); the Clean Water Act, 33 U.S.C. § 1251 et seq. (“*CWA*”); the Clean Air Act, 42 U.S.C. § 7401 et seq. (“*CAA*”); the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq. (“*FIFRA*”); the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq. (“*EPCRA*”); the Safe Drinking Water Act, 42 U.S.C. § 300f et seq. (“*SDWA*”); the Hazardous Materials Transportation Act, 49 U.S.C. § 1802 (“*HMTA*”); the Oil Pollution Act of 1990, 33 U.S.C. § 2761 (“*OPA*”); the Occupational Health and Safety Act, 29 U.S.C. § 651 et seq. (“*OSHA*”); the Pollution Prevention Act, 42 U.S.C. § 13101 et seq. the state of Florida Environmental Laws; any amendments to any of the above now or hereafter adopted or that otherwise become effective; any plans, rules, regulations, or local (including city, county or otherwise) ordinances adopted (including fire, land use, zoning, and other codes and regulations relating to Environmental Conditions), or other guidelines, guidance or policies promulgated pursuant to the preceding laws; and any common law principles (including decisions by or orders of courts, agencies, boards of appeals or similar bodies with mandatory or persuasive authority) relating to the Environmental Conditions.

“Environmental Noncompliance” means any violation of Environmental Laws, including: (a) the discharge, emission, release or threatened release (as such term is used in CERCLA, the CWA, the CAA or other similar Environmental Laws) of any Hazardous Materials in violation of any Environmental Laws; (b) any noncompliance with Environmental Laws regarding the construction, modification, operation and maintenance of physical structures, equipment, processes or facilities; (c) any noncompliance with federal, state or local requirements governing occupational safety and health related to Hazardous Materials; (d) any facility operations, procedures, designs, or other matters which do not conform to the statutory or regulatory requirements of Environmental Laws; (e) the failure to have obtained or to maintain in full force and effect permits, variances or other authorizations necessary for the legal operation of any equipment, process, facility or any other activity, to the extent required for compliance with Environmental Laws; (f) the operation of any facility, process, or equipment in violation of any permit condition, schedule of compliance, administrative or court order, to the extent required for compliance with Environmental Laws; or (g) any situation which results in the requirement or need to conduct assessment, investigation or other action resulting in Environmental Expenses.

“Extended Term” has the meaning set forth in Section 6.1.

“Financing Documents” means the credit agreements, leases, partnership agreements, notes, indentures, underwriting agreements, security agreements and related documents entered into in connection with any construction or permanent financing all or any portion of the Project.

“Financing Party” or “Financing Parties” means any Person(s) providing financing under the terms of any Financing Document.

“Flare Station(s)” means the Landfill Gas flare(s) and all auxiliary equipment related thereto, currently installed or to be installed or integrated with, at, on or in connection with the LFG Collection Project to combust and dispose of LFG produced at the Landfill and collected by the LFG Collection Project, and all modifications, replacements, additions to and expansions thereof.

“Force Majeure” means any event or condition not reasonably within the control of the Party claiming Force Majeure (other than the financial inability of such Party), which event or condition prevents or delays that Party from carrying out, in whole or in part, its obligations under this Agreement. Subject to the foregoing general definition, Force Majeure includes acts of God, winds, hurricanes, tornadoes, fires, epidemics, landslides, earthquakes, floods, other natural catastrophes

Annual Lease Fee: Milton Aviation Partners, LLC, will pay Santa Rosa County the following annual lease fees:

<u>Area</u>	<u>\$ per Square Foot per Year</u>
Office Spaces	.50
Aircraft Maintenance/Supply Spaces	.25

**EXHIBIT B**

“Landfill Gas” or “LFG” means any and all gases resulting from the anaerobic biological decomposition of landfilled solid waste, including but not limited to methane, carbon dioxide, hydrogen, entrained liquids, particles or aerosols, and traces of other gases or any combination thereof.

“Landfill Operations” shall mean all activities associated with the ownership, development, closure and post-closure activities at the Landfill, including, without limitation, (a) installation and development of cells, (b) receipt, placement, compaction and covering of permitted waste material, (c) compliance with Permits, applicable Environmental Laws and regulations, and sound landfill practices, (d) installation, placement and maintenance of the final cover, and (e) all other activities incidental to those mentioned above.

“Landfill Site” means the real property on which the Landfill is situated consisting of approximately 101 acres, as described in more detail under Annex A, as such Landfill Site may be modified upon expansion of the Landfill.

“Lease Estate” shall have the meaning set forth in Annex B attached hereto.

“LFG Collection Project” means the network of LFG collection headers, interconnecting pipes, valves, monitoring and measuring equipment, any knock-out vessels, wells, any LFG scrubber, any LFG cooler, and any vacuum pumps, blowers and compressors plus associated skids, the Flare Station(s), and any and all additional equipment, machinery, and fixtures currently installed, or to be installed at, in or on the Landfill and used for or in connection with the extraction, collection, cleaning, production, transfer, sale, or transport of LFG up to any points of delivery (as such may be defined in the future), and all modifications, replacements, additions and expansions thereof, but excluding: (a) facilities for the production of electrical power (including the Energy Project); (b) leachate vaporization facilities; (c) any LFG pipeline distribution system downstream of points of delivery; and (d) any other facilities for productive or beneficial use of the LFG. LFG Collection Project does not include the Landfill, the Landfill Site and/or any personal or real property that is not owned by Developer.

“Material Adverse Effect” means events or circumstances which, individually or in the aggregate, would have, or would reasonably be likely to have, a material adverse effect on the business, assets, results of operations, condition (financial or otherwise), and prospects of the business conducted by Developer or Owner, as the case may be; or on the ownership, operation or condition (financial or otherwise) of the Project or any material portion thereof; or which would result in the imposition of any material lien or other material encumbrance on the Project or the ability of Developer or Owner to perform its obligations hereunder.

“Non-Curable Defaults” has the meaning set forth in Annex B attached hereto.

“Notice Period” shall have the meaning set forth in Section 6.3.2.

“NSPS” means the national New Source Performance Standards and accompanying Emission Guidelines for control of emissions from certain new, modified or existing municipal solid waste landfills, initially promulgated by the U.S. Environmental Protection Agency (“EPA”) on March 12, 1996 (61 FR 9905 et seq.) and codified at 40 C.F.R Part 60 Subparts WWW and Cc, and the counterpart National Emissions Standard for Hazardous Air Pollutants (“NESHAP”) initially promulgated by EPA on January 16, 2003 (68 FR 2227 et seq.) and codified at 40 C.F.R. Part 62

Subpart GGG, including all modifications, amendments, supplements, or implementing provisions relating thereto.

“Owner” has the meaning set forth in the preamble.

“Owner Indemnified Parties” means (a) Owner, (b) any direct or indirect equity holders of Owner, and (c) any officers, directors, agents, attorneys and employees of any Person described in clauses (a) or (b) of this sentence.

“Permit” means all authorizations from, permits and licenses issued by, consents and approvals of, filings with, notices from, and registrations with, any and all Governmental Authorities or quasi-Governmental Authorities (and all conditions thereof), which are currently required to be obtained, or may be required in the future for or in connection with: (a) collection, production or sale of Landfill Gas from the Project, (b) the operation, maintenance, possession or ownership of the LFG Collection Project, (c) the operation, maintenance, possession or ownership of the Landfill and/or the Landfill Site, (d) the exercise by Owner of any of its responsibilities under this Agreement, (e) the exercise by Developer of any of its rights pursuant to this Agreement or (f) the ownership and operation, of the beneficial use Energy Project.

“Permit Acquisition Date” means the date on which all Permits necessary for the construction and operation of the LFG Collection Project have been received and are non-appealable and final.

“Person” means any natural person, firm, corporation, company, voluntary association, general or limited partnership, joint venture, trust, unincorporated organization, Governmental Authority or any other entity, whether acting in an individual, fiduciary or other capacity.

“Project” means the LFG Collection Project and any Energy Project.

“Project Site” means the real property identified and depicted under Annex A hereto as amended from time to time, on which Developer shall construct the LFG Collection Project and may construct the Energy Project.

“REC” or “Renewable Energy Credit” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an Applicable Law or certification authority indicating generation of a particular quantity of energy from a Renewable Energy Source by the Energy Project. To the extent any certificate, credit, allowance, green tag, or other transferable indicia may constitute a Carbon Credit and a REC, it will be deemed to be a REC.

“Renewable Energy Source” means an energy source that is not fossil carbon based or radioactive, and may include solar, wind, biomass, geothermal, landfill gas, wave, tidal or thermal ocean technologies.

“Reporting Rights” means the exclusive right to report the benefits derived from the Carbon Credits to any agency, authority or other party.

“Revenue Period” means each period of six calendar months ending, respectively, at the end of June and at the end of December.

“Standard” means the Climate Action Reserve (CAR) protocol, as the same may be supplemented, modified or amended.

“System Rights” means the rights granted to Developer pursuant to this Agreement, including the rights set forth in Section 2.1, 2.3, 2.4, 2.5 and 2.6.

“Tax Credits” means any federal, state or local tax credits or investment tax credits arising from the development ownership, and operation of all or any portion of the Project that are currently available or may be available in the future, including any credits available under Section 45 or Section 48 of the Internal Revenue Code of the Internal Revenue Code of 1986.

“Term” has the meaning set forth in Section 6.1.

“Title Transfer Point” means one or more custody transfer meters installed by Developer as part of the LFG Collection Project.

## 2. PROJECT DEVELOPMENT; GRANT OF EXCLUSIVE RIGHTS

2.1 Site Lease. Owner, in consideration of the rents and covenants set forth in this Agreement, does hereby grant, demise and lease unto Developer the Project Site pursuant to the terms set forth in Annex A.

### 2.2 Initial Evaluation Period.

2.2.1 Within ten (10) days of the Effective Date, Owner shall deliver to Developer its specific design parameters for the LFG Collection Project as well as certain other Project Site and LFG data, including, but not limited to, existing Landfill Permits, as-built or design liner grades and cross-sections, waste volumes in place, waste types, availability of utility services, and leachate volume data as well as other existing data and information related to the design and operation of the Landfill.

2.2.2 Commencing on the Effective Date, Developer shall have a period of one hundred and twenty (120) days (the “*Initial Evaluation Period*”) to (a) evaluate requirements for emissions control at the Landfill, (b) evaluate whether there is adequate LFG at the Landfill to support the LFG Collection Project, (c) evaluate the feasibility of the LFG Collection Project and the Energy Project and (d) perform engineering design, environmental, and other due diligence for the LFG Collection Project. During the Initial Evaluation Period, Developer may terminate this Agreement for any reason upon written notice to Owner. Upon such termination, the Parties shall have no further liability hereunder.

2.3 Exclusive Rights to Develop the LFG Collection Project; Ownership of the Project. During the Term, Developer will have the exclusive right to design, develop, construct, own, possess, expand and operate and maintain a LFG Collection Project on or adjacent to the Landfill Site. Developer shall hold legal and equitable title to the LFG Collection Project and any Energy Project) regardless of the manner of installation or affixation of the Project to the Landfill.

2.4 LFG Purchase Rights; Title Transfer. During the Term, Developer will have the exclusive right to purchase any LFG generated from the Landfill that is capable of being collected by the LFG Collection Project (it being understood that Developer is not obligated to collect or process any minimum quantity of LFG except as may be collected and processed by the LFG Collection Project). The sole consideration payable to Owner for all LFG sold to Developer hereunder will be Owner’s right to receive the Carbon Proceeds pursuant to Section 3.1 below. Title to the LFG sold

hereunder shall pass from Owner to and be absolutely vested in Developer at the Title Transfer Point, and liability for and the risk of loss of such LFG shall follow title.

2.5 Exclusive Right to Develop Energy Project. During the Term, Developer will have the exclusive right (but not the obligation) to design, develop, construct, own, possess, expand and operate and maintain an Energy Project on the Landfill Site.

2.6 Grant of Other Rights. Owner hereby grants to Developer for the Term of this Agreement (a) sole right, title and interest in and to any and all Carbon Credits and Environmental Attributes and (b) any revenue and/or any other benefit derived from any Carbon Credits and Environmental Attributes. For the avoidance of doubt, notwithstanding anything in this Agreement to the contrary, Developer or its assignee shall have the right to all cash subsidies, grants, Renewable Energy Credits or certificates, Tax Credits, Carbon Credits or other Environmental Attributes, or similar credits which may arise based on collection of LFG and any use thereof including but not limited to, future generation of electricity from or other beneficial use of LFG collected by the LFG Collection Project.

3. CARBON PROCEEDS; ENERGY PROCEEDS

3.1 Carbon Proceeds. For each Revenue Period for which the Carbon Revenue is greater than zero, Developer shall pay to Owner, by the end of the calendar month thereafter, the Carbon Proceeds for such Revenue Period.

3.2 Energy Proceeds For each Revenue Period for which the Energy Revenue is greater than zero, Developer will pay Owner, by the end of the calendar month thereafter, the Energy Proceeds for such Revenue Period.

4. PROJECT MANAGEMENT AND OPERATION

4.1 Project Management and Operation.

4.1.1 Developer shall, at its sole cost and expense, operate and maintain the LFG Collection Project and, to the extent it is constructed, the Energy Project. Owner agrees to negotiate a mutually agreeable operation and maintenance agreement with Developer and Developer's operation of the LFG Collection Project shall be subject to and in accordance with such operation and maintenance agreement. In the event Developer and Owner are unable to reach a mutually acceptable operation and maintenance agreement following good faith negotiations, Owner may replace Developer as the operator of the LFG Collection Project; provided that the selection of any such operator and the material terms of such operation and maintenance agreement shall require the consent of Developer, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, if at any time Applicable Law requires (or would have required if such LFG Collection Project had not previously been built) Owner to install or maintain a LFG Collection Project, Owner shall assume sole responsibility for the operation and maintenance of the LFG Collection Project. Following the effective date of such Applicable Law, Owner shall become solely responsible for all reasonable expenses associated with the operation and maintenance of the LFG Collection Project from the date such operating requirement would have been imposed on Owner.

4.1.2 Owner hereby acknowledges and agrees that Developer shall collect certain information in connection with routine operation of the LFG Collection Project (including the volume of LFG collected and the methane content of such LFG) (the “*Operations Information*”). Developer agrees that the Operations Information for each calendar month will be forwarded to Owner on or before the fifteenth (15<sup>th</sup>) day of the following month.

4.1.3 If Owner is notified of its failure to comply with any applicable Environmental Law or Permit that is directly related to the proper operation of the LFG Collection Project, Owner shall provide Developer with a copy of such notice. Upon Developer’s receipt of such notice from Owner, Developer shall have sixty (60) days to address and adjust operation of the LFG Collection Project to cure such failure.

4.1.4 If at any time Owner determines in good faith that Developer’s management or operation of the LFG Collection Project is (a) out of compliance with any Applicable Law or Permit or (b) is likely to cause non-compliance with such Applicable Law or Permit, Owner may assume management or operation of the LFG Collection Project to the extent necessary to ensure the LFG Collection Project continues to operate in compliance or will be deemed to operate in compliance with such Applicable Law or Permit; provided that Developer shall resume management and operation of the LFG Collection Project immediately following Owner’s correction of the non-compliance or potential non-compliance; provided further that nothing in this Section 4.1.4 shall relieve Developer of its obligation to manage and operate the LFG Collection Project as set forth in this Agreement.

#### 4.2 Cooperation with Owner.

4.2.1 Developer shall present any potential subcontractors for the construction and operations/maintenance of the Project to Owner for evaluation and agrees to involve Owner in the selection process to the extent reasonably possible. Notwithstanding the foregoing, Developer shall have the right to select any subcontractor for the Project in its sole reasonable discretion.

4.2.2 To the extent any reports or assessments are made available to Developer regarding the construction of the LFG Collection System, Developer agrees to make such reports or assessments available to Owner within thirty (30) business days of Developer’s receipt thereof.

4.3 Construction of Project. Owner shall be given at least ten (10) days’ notice prior to the commencement of construction of the LFG Collection Project and the Energy Project. Visitors to the Landfill shall be recorded and provided to Owner ten (10) days prior to such visitors’ arrival on the Landfill Site.

4.4 No Burdensome Agreements. Owner shall not enter into any future agreement with respect to the operation of the Landfill which impairs Developer’s ability to perform its obligations under this Agreement or which imposes any additional costs on Developer.

4.5 Liens and Encumbrances. Owner has and shall continue to remove all liens and encumbrances that may be filed against or otherwise applicable to the Project or the System Rights granted to Developer hereunder. If Owner shall fail to remove any such lien or encumbrance within twenty (20) days after receipt of written demand from Developer to so do, then Developer shall have

the right, but not the obligation, to satisfy any claim giving rise to such lien or encumbrance. The cost thereof, including reasonable attorney fees and expenses, shall be paid by Owner to Developer immediately upon demand, and Developer shall be entitled to offset and deduct any such costs that are billed and overdue, from Carbon Proceeds, Energy Proceeds or any other payments required to be made by Developer to Owner hereunder.

#### 4.6 Owner's Landfill Operations.

4.6.1 Owner covenants that, during the Term, (a) no waste will be accepted for disposal at the Landfill that is not in accordance with Applicable Laws and Permits, and (b) no application or petition will be made for a RCRA subtitle C Permit for the Landfill or any portion thereof.

4.6.2 To the extent the Owner is conducting any operations of the Landfill whereby the Landfill is receiving non-hazardous waste (for which a RCRA subtitle C Permit is not required), Owner shall prepare and deliver by January 31 of each calendar year during the Term its then current plan of waste management procedures for the Landfill. Owner will take all commercially reasonable actions to accommodate and cooperate with Developer in achieving Developer's objective of maximum feasible collection, recovery and destruction of LFG consistent with Owner's waste management procedures and Owner's Permits. Owner hereby covenants and agrees to use its commercially reasonable efforts to ensure its operations on the Landfill do not damage or disrupt the Project and Developer's LFG activities or adversely affect the eligibility of the Project under the Standard.

#### 4.7 Developer's Operations.

4.7.1 Developer hereby covenants and agrees to use its commercially reasonable efforts to ensure its operations on the Landfill do not disrupt or interfere with Landfill Operations and to use its commercially reasonable efforts to ensure Developer's use of the easements granted to Developer by Owner hereunder has as minimal an impact on Landfill Operations as possible. In furtherance of the foregoing, Developer agrees to provide Owner with advance notice (to the extent such notice is possible) of any activities that are likely to disrupt or interfere with Landfill Operations sufficient to allow Owner to take reasonable steps to mitigate such damage or disruption. If Owner determines that an activity contemplated by Developer will adversely impact Landfill Operations, it must notify Developer within five (5) business days of receiving the advance notice from Developer and each of the Parties agree to use commercially reasonable efforts to reach agreement as to the activity and its performance. For the avoidance of doubt, repeat notice shall not be required for recurring activities absent a material change in the manner in which the activity is performed.

### 5. PERMITTING; COMPLIANCE WITH LAWS; WASTE MATERIALS; ENVIRONMENTAL OBLIGATIONS

5.1 Permits, Authorizations. Owner will promptly and diligently pursue and obtain all necessary Permits and authorizations (or modifications thereof) required to deliver LFG to Developer in accordance with this Agreement (including, without limitation, a Title V air operating Permit from the applicable state or local Governmental Authority, if required). Owner will cooperate in good faith with Developer in preparing applications and pursuing such Permits/authorizations to ensure that the

final Permits/authorizations maximize the economic benefits to Developer contemplated in this Agreement. Subject to Section 5.4, any Permits and authorizations relating primarily to the LFG Collection Project or Developer's business operations (including at and downstream of the Title Transfer Point) shall be the sole responsibility and obligation of Developer and shall be obtained at Developer's sole expense. Any Permits or authorizations that Owner would be required to obtain regardless of whether the LFG Collection Project or Energy Project is constructed shall remain the sole responsibility and expense of Owner. In the event either Party files for or requests any Permit, authorization, zoning change, consent or approval (or modification of any of the foregoing) that relates in any way to such Party's obligations under this Agreement, the filing Party shall provide the other Party with at least five (5) days' written notice of such filing or request. Upon written request, each Party shall provide the other with a copy of the application and status of the Permits and authorizations described above. Notwithstanding any other provision of this Agreement, Developer shall not be obligated to commence or continue design or construction of the LFG Collection Project or of any additions, improvements or modifications thereto, or of any modifications to Owner's Facilities, except to the extent that Developer and Owner have obtained all necessary Permits and authorizations therefore.

5.2 Mutual Assistance. Each Party shall be responsible for the acquisition, and any payments associated therewith, of their respective Permits and authorizations. However, the Parties hereto shall use commercially reasonable efforts to support and assist one another in the acquisition of any required Permit or authorization to fulfill the obligations hereunder, and the assisting Party shall be reimbursed its out-of-pocket costs by the Party that requested the support and assistance. Such support shall include, without limitation, participation in regulatory proceedings and provision of relevant non-confidential information concerning each Party's operations. If either Party, in its sole and absolute discretion, provides Confidential Information to the other Party in connection with such support, the Party receiving such Confidential Information shall comply with the provisions of Article 16.

5.3 Compliance with Laws by Developer. Subject to Sections 2.2.1, 5.4 and other provisions in this Agreement, Developer will comply with all Applicable Laws and Permits pertaining to the design, construction, operation and maintenance of the LFG Collection Project and the Energy Project (if Developer has elected to construct the Energy Project). For the avoidance of doubt, if a Permit and/or action under Applicable Law is (a) required of Owner under Sections 2.2.1, 5.4 or elsewhere under this Agreement and (b) also required of Developer under this Section 5.3, Developer shall not be required to take any action relating to such Permit or Applicable Law until Owner has complied with such Permit and/or Applicable Law.

5.4 Compliance with Laws by Owner. Owner will comply with all Applicable Laws pertaining to the Landfill, Landfill Site or Project Site, and with all orders, decrees, Permits and judgments of any Governmental Authority having jurisdiction over the Landfill, Landfill Site or Project Site.

5.5 Responsibility for Waste Materials. Owner shall promptly and at its sole expense collect and dispose of any waste or refuse material that is directly or indirectly deposited or otherwise found at the Project Site due to the operations of the Landfill, including without limitation any such materials blown or directed onto the Project Site by wind or other weather conditions.

5.6 Disposal of Condensate/Well Spoils. Owner shall (a) have title to and (b) be liable and responsible for the disposal of, condensate materials, leachate, liquids and other waste produced

on or by the Landfill (including any such condensate materials, leachate, liquids and other waste produced by the Project). To the extent reasonably practicable, and subject to the other limitations and restrictions set forth herein, Owner and Developer agree to work together to utilize liquids collected from the Landfill in a mutually beneficial manner, including, without limitation, seeking authorization to reintroduce such liquids into the Landfill, if such reintroduction would likely increase the generation of LFG and can technically, feasibly and reasonably be incorporated into the design and operation of the Landfill.

5.7 Environmental Obligations. Owner shall be solely responsible for undertaking any investigation, assessment, plan development, clean-up, remediation, capital improvement or other action ordered, imposed, or requested by any Governmental Authority, or required by any Applicable Law, other than actions that are required solely as a result of the matters described in Section 9.2.2.

## 6. TERM; EARLY TERMINATION

6.1 Term of Agreement. Subject to the other provisions hereof, this Agreement shall be effective as of the Effective Date, and shall remain in full force and effect for a term expiring on the twentieth (20<sup>th</sup>) annual anniversary of the Permit Acquisition Date (the "*Term*").

### 6.2 Early Termination.

6.2.1 If at any time Developer, in its sole discretion, determines that the development or continued operation of the LFG Collection Project or any portion thereof is not commercially viable for any reason (including (a) as a result of any casualty event; (b) as a result of Force Majeure; (c) as a result of Developer's findings in connection with its evaluation of the LFG Collection Project pursuant to Section 2.2.2; (d) as a result of a Governmental Authority asserting jurisdiction over Developer as a "public utility"; (e) as a result of the LFG Collection Project being, or expected to be, no longer able or eligible to produce sufficient volumes of Carbon Credits that are generally marketable within the United States through Developer's usual and customary efforts, whether such eligibility is adversely affected by Environmental Laws such as NSPS or other non-NSPS factors; or (f) otherwise), then Developer may, in its sole discretion, elect either of the following options:

- (i) cease operating a portion of the LFG Collection Project; or
- (ii) issue a termination notice setting forth an early termination date for the Term, which date shall be no earlier than sixty (60) days after such notice is issued.

6.2.2 If at any time after the construction of the Energy Project Developer, in its sole discretion, determines that the Energy Project is no longer commercially viable as a stand-alone enterprise, Developer may issue a termination notice setting forth an early termination date for the Term, which date shall be no earlier than sixty (60) days after such notice is issued.

6.2.3 Intentionally omitted.

6.2.4 At the end of the Term, Developer will convey to Owner (and Owner will accept from Developer) the LFG Collection Project, including any expansions thereto, and

Developer will peacefully surrender the Project Site applicable to the LFG Collection Project and the Easements relating to the LFG Collection Project to Owner in good condition, reasonable use, wear and tear and damage as the result of casualty loss excepted; and the foregoing, including all associated fixtures, equipment, trade fixtures, improvements and any additions or betterments thereto or thereof constructed by or on behalf of Developer will become the property of Owner, along with all associated rights to LFG. Upon the foregoing conveyance and surrender by Developer, Developer's rights and obligations under this Agreement shall cease except as otherwise provided herein. For the avoidance of doubt, Developer shall retain all rights to the Energy Project at all times and shall have the right to remove the Energy Project at the end of the Term; provided that such removal of equipment shall not cause Owner to incur out-of-pocket expenses or suffer a violation of any Permit attributable to such removal.

### 6.3 Milestones.

6.3.1 Developer shall meet the following milestones with respect to the LFG Collection Project:

(a) Developer will execute an agreement with a subcontractor for construction of the LFG Collection Project within one hundred and twenty (120) days of the Permit Acquisition Date.

(b) Within twenty four (24) months of the execution of this Agreement, operation of the LFG Collection Project shall commence.

6.3.2 In the event Developer fails to meet any of the milestones set forth in Section 6.3.1 above and such failure continues for ninety (90) days following receipt of written notice from Owner of such failure (the "**Notice Period**"), Owner may elect to (a) cause Developer to cease construction of the LFG Collection Project without affecting the remainder of this Agreement or (b) terminate this Agreement; provided that in the event Developer has used its reasonable diligent efforts to meet the milestone, the Notice Period may be extended with the written consent of Owner, which shall not be unreasonably withheld. Upon termination of this Agreement, the Parties shall have no further liabilities hereunder other than those that expressly survive termination of this Agreement.

6.3.3 Following completion of Section 6.3.1(a) above, Developer agrees to provide Owner with a report at least every one hundred and twenty (120) days regarding Developer's progress with respect to completion of Section 6.3.1(b).

## 7. DEFAULT

7.1 Default By Developer. Each of the following events shall constitute events of default on the part of Developer (each, a "**Developer Default**"); provided, however, that no such event shall be deemed to be a Developer Default if: (a) it is caused by or is otherwise attributable in whole or in part to a breach by Owner of its obligations under this Agreement, or (b) it occurs as a result of an event of Force Majeure declared by Developer or Owner in accordance with Section 11;

7.1.1 The failure by Developer to make any payment required to be made by Developer hereunder, as and when due, where such failure shall have continued for ten (10) business days after written notice thereof has been given by Owner to Developer; or

7.1.2 The failure, and continued failure beyond the Initial Cure Period, by Developer to comply with any representation, warranty, covenant, obligation or agreement of Developer contained in this Agreement and not covered by Section 7.1.1; provided, however, that if the Initial Cure Period is not reasonably sufficient to permit a cure of such failure, and Developer shall have diligently commenced to cure such default within the Initial Cure Period and shall thereafter proceed with reasonable diligence to cure such failure, for such longer period as shall be reasonably necessary for Developer to cure the same.

7.2 Default By Owner. Each of the following events shall constitute events of default on the part of Owner (each, a "**Owner Default**"); provided, however, that no such event shall be deemed to be an Owner Default if: (a) it is caused by or is otherwise attributable to a breach by Developer of its obligations under this Agreement; or (b) it occurs as a result of an event of Force Majeure declared by Developer or Owner in accordance with Section 11;

7.2.1 The failure by Owner to make any payment required to be made by Owner hereunder, as and when due, where such failure shall have continued for ten (10) business days after written notice thereof has been given by Developer to Owner; or

7.2.2 The failure, and continued failure beyond the Initial Cure Period, by Owner to comply in any respect with any representation, warranty, covenant, obligation or agreement of Owner contained in this Agreement and not covered by Section 7.2.1; provided, however, that if the Initial Cure Period is not reasonably sufficient to permit a cure of such failure, and Owner shall have diligently commenced to cure such default within the Initial Cure Period and shall thereafter proceed with reasonable diligence to cure such failure, for such longer period as shall be reasonably necessary for Owner to cure the same.

### 7.3 Termination Procedure.

7.3.1 Upon the occurrence of an Owner Default or a Developer Default, as the case may be, that is not cured within the applicable period (if any) for cure, the non-defaulting Party may exercise any remedy it may have at law or equity (including specific performance or initiating the termination of this Agreement by delivering a notice of its intent to terminate this Agreement to the defaulting Party (which notice shall specify in reasonable detail the applicable Default(s) giving rise to the notice).

7.3.2 Following the delivery of a notice pursuant to Section 7.3.1, the Parties shall consult for a period of thirty (30) days as to the appropriate actions that should be taken to mitigate the consequences of the relevant default, taking into account all prevailing circumstances. During the 30-day consultation period, the defaulting Party may undertake efforts to cure the relevant default, and if such default is cured at any time prior to the delivery of a termination notice, then the non-defaulting Party shall have no right to terminate this Agreement in respect of such cured default.

7.3.3 Upon expiration of the 30-day consultation period, and unless the Parties shall have otherwise agreed or unless the default shall have been remedied during the

consultation period, the Party that issued the notice of its intent to terminate may terminate this Agreement by delivering a termination notice to the defaulting Party, whereupon this Agreement shall terminate on the date set forth in the termination notice (which date shall in no event be earlier than the date such termination notice is delivered to the defaulting Party).

7.3.4 The Parties agree and acknowledge that all rights under this Section 7.3 shall be subject in all respects to Developer's rights to remove all of Developer's property and assets on the Landfill in accordance with the terms under Annex A and Section 12.4 of this Agreement.

7.4 Effect of Condemnation. If the whole of the Project Site is taken or condemned by any Governmental Authority or any corporation having the power of eminent domain, or if such a substantial part thereof is taken as shall result in the Project Site being no longer feasible (in Developer's reasonable judgment) as an economically useful unit in conducting the Developer's business, then this Agreement may be terminated by Developer upon ninety (90) days prior written notice to Owner, without prejudice to either Party's rights to recover from the condemnor adequate compensation and damages resulting from such taking or condemnation. Developer shall be entitled to bring a separate claim against the condemning entity for the value of all property which has been condemned.

7.5 Developer's Right to Cure Owner Default, Step-In Rights. In the event of an Owner Default and Owner's failure, within thirty (30) days after receipt of written notice from Developer, diligently and promptly to commence and continue correction of such default or neglect, Developer may, without prejudice to any other remedy or right it may have, make good such deficiencies. In such case, the additional cost of correcting such deficiencies shall be paid by the Owner to Developer or its designee promptly after receipt of an invoice therefor. Without limiting the foregoing, Developer may offset such costs against any Carbon Proceeds (or Energy Proceeds, if any) due and owing to Owner under this Agreement. For the avoidance of doubt, Owner shall not be deemed to have cured any Owner Default (including failure to make any tax payments) as a result of Developer's exercise of its rights under this Section 7.5. The Parties further agree that Developer shall have no liability to Owner in connection with Developer's exercise of its rights under this Section 7.5 and that in addition to the other indemnification obligations of Owner set forth in this Agreement, Owner shall indemnify, defend, and hold Developer Indemnified Party harmless from and against all Claims arising out of, caused by or resulting from the Developer's exercise of its rights under this Section 7.5 to the fullest extent possible under Applicable Law.

## 8. DISPUTE RESOLUTION

8.1 Governing Law. This Agreement and any provisions contained herein shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida without regard to any conflicts of law principles that would direct the application of another jurisdiction's laws.

8.2 Alternative Dispute Resolution. All disputes between the Parties and/or their respective representatives involving or arising under any claim, counterclaim, demand, cause of action, dispute, and/or controversy relating to the terms of or a breach of this Agreement, are subject to the provisions of this Section 8.2, and shall be submitted to binding arbitration. The arbitration shall be conducted in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration is commenced (the

“AAA Rules”). Submission shall be made upon the request of either Party by sending a written notice to the other Party with a brief statement of the dispute. The letter must also set forth the arbitrator chosen by the claimant. Within ten (10) days after the date of the notice of arbitration, the respondent shall notify the claimant in writing of its choice of an arbitrator. The two (2) arbitrators so appointed shall then select the third arbitrator within twenty (20) days, who shall be the chairperson of the tribunal. Each arbitrator shall possess the experience, education and knowledge required to competently determine the matters involved in the dispute or claim and none of the arbitrators shall have been previously employed by either Party or have any direct pecuniary interest in either Party or the subject matter of the arbitration, unless such conflict is expressly acknowledged and waived in writing by both Parties. The chairperson shall be bound to schedule a hearing within six (6) months after his/her appointment and the panel must render its decision within thirty (30) days after the hearing concludes. The conduct of the arbitration, the hearing, and any pre-hearing matters shall be governed by the AAA Rules unless otherwise agreed to by the Parties or altered by the panel. The arbitrator(s) shall have no authority to award consequential, treble, exemplary, or punitive damages of any type or kind regardless of whether such damages may be available under any law or right, with the Parties hereby affirmatively waiving their rights, if any, to recover or claim such damages. Each Party shall bear the compensation, costs and expenses of its own arbitrator and the Parties shall split equally the compensation, costs and expenses of the third arbitrator. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitration shall take place in the state of Florida, county of Duval and city of Jacksonville. The award shall be final and binding on the Parties and judgment upon any award may be entered in any court of competent jurisdiction. The Parties agree that all information exchanged in connection with of any proceeding as described herein shall be deemed confidential.

8.3 No Immunity. To the extent that any Party may in any jurisdiction claim for itself, or its assets or revenue, immunity from suit, execution, attachment, or other legal process with respect to this Agreement, or the performance, nonperformance or breach thereof, and to the extent that in any such jurisdiction there may be attributed to a Party, or its assets or revenues, such immunity (whether or not claimed), each Party agrees not to claim and hereby irrevocably waives such immunity to the extent of its insurance or other coverages (including other coverage described in Section 13.2). Nothing in this section shall be interpreted as a waiver of sovereign immunity by Owner, and Developer recognizes that Owner is entitled to sovereign immunity as provided under Florida law. Owner agrees that to the extent permitted under Applicable Law, nothing in this Agreement shall preclude Developer from recovering amounts from Owner equal to Owner’s coverages described in Section 13.2 in connection with any legal action arising out of, related to or incidental to this Agreement.

## 9. INDEMNITY; LIMITATION OF LIABILITY

### 9.1 General Indemnity.

9.1.1 Except as provided in Section 9.2 and to the extent provided by the coverages afforded Owner as a member of the Florida Association of Counties Trust (“*FACT*”), Owner shall indemnify, defend, and hold each Developer Indemnified Party harmless from and against all: (a) Claims arising out of or caused by any breach of representation or warranty in this Agreement by Owner; and (b) losses for injuries to persons, death and/or damage to or loss of property of any third parties or of any Developer Indemnified Party (or any Claims

relating thereto) arising out of or caused by Owner's intentional misconduct or sole negligence.

9.1.2 Except as provided in Section 9.2, Developer shall indemnify, defend and hold Owner Indemnified Parties harmless from and against all: (a) Claims arising out of or caused by any breach of representation or warranty in this Agreement by Developer; and (b) losses for injuries to persons, death and/or damage to or loss of property of any third parties or of any Owner Indemnified Party (or any Claims relating thereto) arising out of or caused by Developer's intentional misconduct or sole negligence. Notwithstanding the foregoing, in the event that any indemnity provided by Owner to Developer under Section 9.1.1 is subject to limitations for dollar amounts, types of claim or any other limitation under Applicable Law, the indemnity provided by Developer to Owner under this Section 9.1.2 shall also be subject to and reduced to the extent of such limitation. For the avoidance of doubt, the preceding sentence is intended to further reduce the scope of any indemnity provided by Developer to Owner under this Section 9.1.2 and shall not be construed to create any obligation on Developer that would not exist in the absence of such sentence.

## 9.2 Environmental Indemnity.

9.2.1 Solely to the extent that such Environmental Claims and Environmental Expenses may be addressed by the coverages afforded to Owner as a member of FACT, Owner hereby agrees to indemnify, defend and hold harmless each of the Developer Indemnified Parties from and against any and all Environmental Claims brought against such Developer Indemnified Party and any and all Environmental Expenses imposed upon or reasonably incurred by such Developer Indemnified Party in connection with any Environmental Conditions that give rise to, or could give rise to, Environmental Claims or Environmental Noncompliance(s): (a) located at or otherwise relating to the Landfill and the Landfill Site; or (b) located at or under, or otherwise relating to, the Project Site or the easements granted to Developer hereunder, to the extent arising out of circumstances that: (i) existed prior to the Effective Date; or (ii) which come into existence after the Effective Date other than as a result of the matters described in Section 9.2.2. Owner's obligations hereunder shall exist regardless of whether any Developer Indemnified Party is alleged or held to be strictly or jointly and severally liable under any action, legal provision, permit, rule, regulation, order or otherwise.

9.2.2 Developer agrees to indemnify, defend and hold harmless each of the Owner Indemnified Parties from and against any and all Environmental Claims brought against such Owner Indemnified Party and any and all Environmental Expenses imposed upon or reasonably incurred by such Owner Indemnified Party in connection with any Environmental Conditions that give rise to Environmental Claims or Environmental Noncompliances located at or otherwise relating to the Project Site, which come into existence after the Effective Date as a direct result of (a) a material breach of this Agreement by Developer, (b) the reckless acts of Developer, (c) the reckless omissions of Developer or (d) the willful misconduct of Developer. Notwithstanding the foregoing, in the event that any indemnity provided by Owner to Developer under Section 9.2.1 is subject to limitations for dollar amounts, types of claim or any other limitation under Applicable Law, the indemnity provided by Developer to Owner under this Section 9.2.2 shall also be subject to and reduced to the extent of such limitation. For the avoidance of doubt, the preceding sentence is intended to further reduce the scope of any indemnity provided by Developer to Owner under this Section 9.2.2 and

shall not be construed to create any obligation on Developer that would not exist in the absence of such sentence.

9.2.3 In the event that any Claims, Environmental Claims or Environmental Expenses, as applicable, arise, directly or indirectly, in whole or in part, out of the joint or concurrent negligence of an indemnified party and an indemnifying party or their respective affiliates or representatives, each Party's liability therefor shall be no greater than such Party's proportionate degree of fault.

9.3 Damage or Destruction of the LFG Collection Project and/or the Energy Project. If all or any portion of the Project is damaged or destroyed (in whole or in part) at any time during the Term of this Agreement as a result of Owner's acts or omissions, and Developer in its sole reasonable discretion determines that it is commercially justified to do so, then Developer may replace, repair, rebuild or restore the LFG Collection Project and/or the Energy Project and Owner shall be required to pay the proportionate amount of any and all costs and expenses of such repair or replacement and compensate Developer the proportionate amount for any loss or damage resulting from such damage that is caused by Owner. Owner agrees that Developer shall not be required to submit any insurance claim to its insurer for any loss or damage that is attributable to Owner.

9.4 Conduct of Claims. The obligations of an Indemnifying Party shall not extend to any loss (including all related costs and expenses) which may result from: (a) the settlement or compromise of any Indemnity Claim brought against the Indemnified Party that is made or effected by Indemnified Party; or (b) the admission by the Indemnified Party of any Indemnity Claim or the taking by the Indemnified Party of any action (unless required by law or applicable legal process), which settlement, compromise, admission or action would prejudice the successful defense of the Indemnity Claim, without, in any such case, the prior consent of the Indemnifying Party (such consent not to be unreasonably withheld in a case where the Indemnifying Party has not, at the time such consent is sought, assumed the defense of the Indemnity Claim).

9.5 Insurance: Insurance Proceeds. Any amount paid to a Developer Indemnified Party for an Indemnity Claim hereunder shall be net of any insurance proceeds paid to such party under any insurance policies in connection with such Indemnity Claim. Any amount paid to an Owner Indemnified Party for an Indemnity Claim hereunder shall be net of any insurance proceeds paid to such party under any insurance policies in connection with such Indemnity Claim. For the avoidance of doubt, this Section 9.5 shall not be construed as to require either Party or any other Person to submit any insurance claim, regardless of whether such insurance claim would or could reduce the liability of any other Party hereunder. Each Party reserves the right to apply insurance proceeds in any manner determined in the sole and absolute discretion of the Party receiving such insurance proceeds. In this regard, for the avoidance of doubt, the receipt of insurance proceeds shall not impact in any way Developer's ability to provide a notice of early termination under Section 6.2 and Developer shall have the right to apply such proceeds to the repayment of debt or to any other purpose that Developer determines.

9.6 Survival. The Indemnity provisions of this Agreement shall survive the termination of this Agreement, as follows: the indemnity obligations contained in (a) Sections 9.1.1 and 9.1.2 shall survive the termination of this Agreement until the fifth (5th) anniversary of the termination of this Agreement; and (b) Sections 9.2.1 and 9.2.2 shall survive the termination of this Agreement until the tenth (10th) anniversary of the termination of this Agreement. The limitation of liability provisions of Section 9.8 of this Agreement shall survive the termination of this Agreement indefinitely.

9.7 No Release of Insurers. The provisions of this Article 9 shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies. In the event any insurer providing insurance covering any judgment obtained by an Indemnified Party against an Indemnifying Party for an indemnified Loss refuses to pay such judgment, the Party against or through whom the judgment is obtained shall at the request of the prevailing Party, execute such documents as may be necessary to effect an assignment of its contractual rights against the non-paying insurer and thereby give the prevailing Party the opportunity to enforce its judgment directly against such insurer; provided, however, that nothing in this Article 9 shall relieve the Indemnifying Party of its liability hereunder to pay such Loss, Environmental Claim or Environmental Expense.

9.8 Limitation of Liability: Waivers. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EXCEPT AS OTHERWISE EXPRESSLY CONTEMPLATED HEREIN: (1) EACH PARTY SHALL ONLY BE LIABLE FOR DIRECT DAMAGES SUFFERED BY THE OTHER AS A RESULT OF BREACH OF OR DEFAULT UNDER THIS AGREEMENT BY THE DEFAULTING PARTY; AND (2) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOST PROFITS (EXCEPT TO THE EXTENT THAT ANY DIRECT DAMAGES INCLUDE AN ELEMENT OF PROFIT), WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER ANY CLAIM FOR SUCH DAMAGE SHALL ARISE UNDER THIS AGREEMENT, FROM STATUTORY OR REGULATORY NONCOMPLIANCE, IN TORT (WHETHER NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), OR AS ANY OTHER FORM OR CAUSE OF ACTION. NOTWITHSTANDING THE FOREGOING, THIS SECTION 9.8 SHALL NOT LIMIT THE INDEMNITIES OF THE PARTIES AS SET FORTH ABOVE WITH RESPECT TO CLAIMS BY THIRD PARTIES.

## 10. REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of Owner. Owner makes the following representations and warranties to Developer as a basis and an inducement for the undertakings on the part of Developer contained in this Agreement, all of which representations and warranties are made as of the Effective Date, but which shall survive the Effective Date:

10.1.1 Title. Owner owns and has good and marketable title to, free and clear of all liens, claims, encumbrances or other rights of any third party, the System Rights and has the exclusive right to extract, use, sell, dispose, assign or transfer all LFG to be conveyed hereunder to Developer.

10.1.2 Organization. Owner is duly formed, validly existing and in good standing under the laws of its state of organization and fully authorized to do business in its state of organization, and has the power to enter into the transactions contemplated by this Agreement and carry out its obligations hereunder.

10.1.3 Authority; No Conflicts. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly and validly authorized by all necessary action on the part of Owner. This Agreement is a valid and binding obligation of Owner, enforceable in accordance with its terms, subject solely to

bankruptcy, insolvency, fraudulent conveyance, transfer, reorganization, or other similar laws relating to or affecting the Parties' rights generally and to general principles of equity. Neither the execution and delivery of this Agreement by Owner nor the performance or consummation by Owner of the transactions or obligations contemplated by this Agreement, nor compliance by Owner with the provisions of this document: (a) conflicts with or results in a breach of any provision of applicable state statutes, the regulations promulgated thereunder or any other statutory or other provision governing its organization and internal affairs; (b) conflicts with or results in a breach of any provision of, or constitutes (with or without the giving of notice or the passage of time or both) a default under or gives rise (with or without the giving of notice or the passage of time or both) to any right of termination, cancellation or acceleration under, or requires any consent, approval, authorization or waiver of, or notice to, any party to any agreement or other instrument or obligation to which Owner is a party, or by which Owner or any of its properties or assets is bound or in connection with any Permit held by Owner; (c) results in the creation, or imposition of any lien, security interest or other encumbrance of any kind or character upon any portion of the Project or associated rights; or (d) violates any law or regulation applicable to Owner, or any Permit, judgment, order, writ, injunction or decree of any Governmental Authority to which Owner is subject or is a party.

10.1.4 Governmental Approval. No consent, approval or other action by, or filing with any Governmental Authority, is required in connection with the execution and delivery by Owner of this Agreement or the performance or consummation by Owner of the transactions contemplated hereby, other than those consents, approvals or other action that Owner has obtained or taken.

10.1.5 No Hazardous Materials. Owner represents and warrants that (a) no waste has been accepted at the Landfill other than in accordance with Applicable Laws and Permits and (b) there is no RCRA subtitle C Permit or any similar Permit for any portion of the Landfill. Owner further represents and warrants that it has provided to Developer a true and accurate copy of all Permits limiting the quantity of non-hazardous waste that may be accepted at the Landfill.

10.1.6 Liabilities. Owner has no direct or indirect liabilities or obligations, the collection or assertion of which reasonably would have a Material Adverse Effect.

10.1.7 No Emissions Controls Required. The Landfill is not required by any federal, state or local requirement or any injunction or court order to install air emissions controls at this time; and

10.1.8 Environmental Attributes. Owner has the right to the Environmental Attributes which will be conveyed to Developer.

10.2 Representations and Warranties of Developer. Developer makes the following representations and warranties to Owner, all of which are made as of the Effective Date, but which shall survive the Effective Date:

10.2.1 Organization. Developer is duly formed, validly existing and in good standing under the laws of its state of organization and fully authorized to do business in its state of organization.

10.2.2 Corporate Power. Developer has the full power and authority to enter into the transactions contemplated hereunder, and to execute, deliver and perform its respective obligations under, this Agreement.

10.2.3 Authorization. The execution and delivery of, and the consummation of the transactions contemplated by, this Agreement have been duly authorized by all necessary action of Developer. This Agreement constitutes a legal, valid and binding obligation of Developer, enforceable in accordance with its terms subject solely to bankruptcy, insolvency, fraudulent conveyance, transfer, reorganization, or other similar laws relating to or affecting the Parties' rights generally and to general principles of equity.

## 11. FORCE MAJEURE

11.1 Effect of Force Majeure. If by reason of an event of Force Majeure either Party is unable to carry out in whole or part its obligations in this Agreement, such party (the "*Affected Party*") shall not be deemed in default during such inability, and shall not be liable to the other party for any breach due to Force Majeure; provided, however, that: (a) the non-performing Party, within ten (10) business days of the later of the occurrence of the Force Majeure or the breach of this Agreement arising therefrom, provides the other Party written notice describing the particulars of such occurrence; (b) the suspension of performance shall be of no greater scope and no longer duration than is required by the Force Majeure, and shall not in any event be longer than one hundred eighty (180) days; (c) no obligations of either Party which arose prior to the occurrence shall be excused as a result of that occurrence; and (d) the non-performing Party shall use reasonable commercial efforts to remedy the cause or causes preventing it from fully carrying out its obligations. The provisions of this Section 11 shall not relieve either Party from its obligation to make any payments required under this Agreement as and when due hereunder.

11.1.1 Notwithstanding anything in this Agreement to the contrary, an Affected Party shall not be excused from the performance of its obligations hereunder as a result of an event of Force Majeure to the extent that a failure or delay in performance would have nevertheless been experienced by the Affected Party had the event of Force Majeure not occurred.

11.1.2 Neither Party shall be obliged to settle any strike or other labor actions, labor disputes or labor disturbances of any kind, except on terms wholly satisfactory to it.

## 12. ASSIGNMENT; COOPERATION FOR FINANCING

12.1 General. Owner may not assign this Agreement or subcontract any of its rights or obligations hereunder without the prior written consent of Developer except in connection with the securing of indebtedness for the landfill or the refinancing thereof. Developer shall have the right to assign this Agreement or subcontract any of its rights or obligations hereunder to any party without the approval of Owner, provided, however, that (a) prompt notice of such assignment is provided to Owner, (b) any such assignee agrees in writing to assume and be bound by the terms of this Agreement as a condition precedent to the effectiveness of such assignment and (c) such assignee is at least as operationally and financially competent as Developer (as reasonably determined by Owner). Upon such assignment, Developer shall be relieved of all of its obligations hereunder.

12.2 Energy Project Rights. Developer shall have the right to assign rights to construct, own and operate the Energy Project to any party, provided, however, that prompt notice of such assignment is provided to Owner and that any such assignee agrees in writing to assume all obligations to Owner with regards to provisions relating to the Energy Project in this Agreement. Upon such assignment, Developer shall have no further obligation, and shall be released by Owner, with regards to provisions relating to the Energy Project in this Agreement. Upon such assignment and assumption in accordance with this Section 12.2, Owner shall, upon request by Developer execute an agreement with the assignee containing the terms and conditions of this Agreement that pertain to the Energy Project.

12.3 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of the respective Parties hereto.

12.4 Cooperation for Financing. Owner acknowledges that Developer may enter into Financing Documents with the Financing Parties in connection with the construction and/or long-term financing of the Project by non-recourse "project financing" or other form of asset-backed finance, and may use a leveraged lease structure in which ownership of the Project is transferred to a third party Owner. In this regard, Owner agrees, for the benefit of all such Financing Parties, to the provisions set forth in Annex B. Upon request by Developer or any Financing Party (or any agent thereof), Developer will enter into direct agreements with any Financing Party (or any agent thereof), which direct agreements will set forth the provisions contained in Annex B together with any changes as may be reasonably required by a Financing Party or its agent, provided that such changes do not materially affect Owner's rights or obligations under this Agreement.

### 13. INSURANCE

13.1 General. During the Term of this Agreement, the Parties shall obtain and maintain the respective insurance coverages set forth in Annex C attached hereto. To the extent that a Party utilizes subcontractors to perform services relating to this Agreement, the Party shall require such subcontractors to comply with the same insurance requirements as set forth in Annex C.

13.2 Developer recognizes and agrees that Owner is a member of the Florida Association of Counties Trust ("**FACT**") and that while the coverage provided by FACT is not insurance, Owner receives coverage for certain liabilities through its participation in FACT. Developer is familiar with the coverage provided to Owner by its participation in FACT and is satisfied that Owner's coverage through FACT satisfies any and all insurance coverage required of Owner under this Agreement. Owner is not required, by this Agreement, to obtain any insurance coverage above and beyond the coverage provided to it by FACT as of the date of this Agreement. The coverage afforded by FACT to Owner is described in Annex D hereto.

13.3 Developer agrees that any compensation to which it may be entitled as the result of the alleged fault, negligence or wrongdoing of Owner is limited to the coverage available under Owner's agreement with FACT attached as Annex D hereto, as the same may be amended or supplemented. Nothing in this Agreement shall be interpreted as a waiver or misrepresentation of Owner's rights under the FACT agreement. Developer represents that it has read the FACT agreement attached as Annex D hereto and is familiar with the terms and conditions thereof.

13.4 Failure Constitutes Material Breach. Failure on the part of a Party to procure or maintain required coverages as contractually agreed herein shall constitute a material breach of this Agreement. All required insurance shall be maintained in force at all times.

14. NOTICES

14.1 Address for and Method of Notice. All notices, requests, demands, statements and/or payment provided for herein shall be in writing and sent to the Parties hereto at the following addresses:

**If to Developer, to:**

Santa Rosa Renewable Energy, LLC  
Attn: Ms. Angela Schwarz  
3555 Timmons Lane, Suite 900  
Houston, TX 77027  
Fax: (281) 207-7211

**If to Owner, to:**

Santa Rosa County Board of County Commissioners  
Santa Rosa Administrative Offices  
6495 Caroline Street, Suite M  
Milton, FL 32570-4592  
Fax: (850) 983-1856

**With copies to:**

Element Markets, LLC  
Attn: General Counsel  
3555 Timmons Lane, Suite 900  
Houston, TX 77027  
Fax: (281) 207-7211

**With copies to:**

\_\_\_\_\_

Such notices, etc. shall be deemed to have been given and received when personally delivered or upon receipt as evidenced by a U.S. Postal Service Receipt for Certified or Registered Mail. Either Party may change the address to which communications or payments are to be made by written notice to the other Party as set forth above.

15. SURVIVAL

Except as set forth in Section 9.6, upon the expiration or termination of this Agreement, this Agreement shall have no further force and effect, except that any rights and remedies that have arisen or accrued to either Party prior to such expiration or termination, or any obligations or liabilities that have arisen or accrued before such expiration or termination and that expressly survive such expiration or termination pursuant to this Agreement, shall in each case survive expiration or termination. The rights, remedies and obligations set out in Annex A relating to the Developer's rights of reversion and Sections 8 (Dispute Resolution) and 14 (Notices) of this Agreement shall survive in full force and effect the expiration or termination of this Agreement to the extent necessary to enable a Party to exercise any such accrued rights and remedies.

16. CONFIDENTIALITY

Either Party may designate any data, information, reports, or documents provided to the other as "**Confidential Information.**" Except as required by law, neither Party shall, without the prior written consent of the other Party, disclose any Confidential Information obtained from the other Party to any third Parties other than to any Financing Party (potential or otherwise), consultants, advisors, attorneys, purchasers (including potential purchasers of Carbon Credits, energy or RECs), representatives, and their respective directors, employees, advisors, attorneys, representatives and Affiliates who have agreed to keep such information confidential as contemplated by this Agreement

and who need the information to assist either Party with the rights and obligations contemplated herein. Confidential Information shall not include information that is: (a) or becomes generally known or available by publication, commercial use or otherwise through no breach of this Agreement by the receiving Party; (b) known by the receiving Party before receipt of the Confidential Information from the originating Party; (c) independently developed by the receiving Party or its directors, officers, employees, agents, attorneys or consultants without reference to the originating Party's Confidential Information; (d) lawfully obtained from a third party who has the right to make such disclosure; or (e) deliberately released for publication by the originating Party in writing.

17. TAXES

Owner shall pay or cause to be paid all taxes and assessments imposed with respect to the LFG delivered hereunder prior to and upon its delivery to Developer, including sales taxes, which are in effect on Effective Date (including any incremental increases in existing taxes), and Developer shall pay or cause to be paid all taxes and assessments imposed with respect to LFG delivered hereunder after the receipt of such LFG by Developer which are in effect as of the Effective Date. Neither Party shall be responsible or liable for any taxes or other statutory charges levied or assessed against any of the facilities or operations of the other Party used for the purpose of carrying out the provisions of this Agreement.

18. MISCELLANEOUS

18.1 Further Assurances. Each Party agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by, and to carry out the intent of, this Agreement, including the execution and delivery of additional documents.

18.2 Covenants Running with the Land. Subject to Article 15, the provisions of this Agreement shall be covenants running with the land and shall inure to the benefit of and be binding upon the Parties hereto and their respective permitted successors and assigns.

18.3 Modification. This Agreement shall not be amended, changed or modified except by a subsequent agreement in writing which indicates that such writing is intended to amend the terms of this Agreement and is signed by duly authorized officers of both Parties. The Parties agree that this Agreement shall not be amended in any manner by any course of dealing between the Parties.

18.4 Waiver. No delay or forbearance by a Party in exercising any right, power or remedy accruing to such Party upon the occurrence of any breach or default by any other Party hereto under this Agreement shall impair any such right, power or remedy of such Party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party hereto of any such breach or default under this Agreement, or any waiver on the part of any Party hereto of any provision or condition of this Agreement, must be in writing signed by the Party to be bound by such waiver and shall be effective only to the extent specifically set forth in such writing.

18.5 Entire Agreement. This Agreement contains and integrates the complete agreement between the Parties with respect to the subject matter hereof and supersedes all other agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

18.6 Relationship of Parties. The relationship of Developer to Owner shall be solely that of an independent contractor. Neither this Agreement nor the performance by the Parties of their respective obligations under this Agreement, shall create or constitute, or be construed to create or constitute, a partnership, joint venture or association, or establish a fiduciary relationship, a principal and agent relationship or any other relationship of a similar nature, between Owner and Developer. No action by Owner or any contractor of Owner (except Developer) shall be attributable to Developer under the doctrine of respondent superior or similar theory by reason of that party acting in the capacity of Developer's agent for the operation of the Project.

18.7 No Partnership or Public Utility. Nothing contained in this Agreement shall be construed to create any association, trust, partnership, or joint venture or impose a trust or partnership, duty, obligation, or liability or an agency relationship on, or with regard to, either party. Neither party hereto shall have the right to bind or obligate the other in any way or manner unless otherwise provided for herein. Neither party intends to hold itself out to the public as a "public utility" or to submit to the jurisdiction of any public utility commission by reason of the operation of the LFG Collection Project and/or the Energy Project. Either party may, in its sole discretion, seek and obtain such exemptions, assurances or rulings as it may deem necessary or appropriate to confirm the application of any law, rule or regulation.

18.8 No Third Party Beneficiary. Except as set forth in Section 12.4 with respect to Financing Parties and Article 9 with respect to parties entitled to indemnification thereunder, this Agreement is for the sole and exclusive benefit of the Parties hereto and shall not create a contractual relationship with, or cause of action in favor of, any third party.

18.9 Severability. Any provision of this Agreement that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event any such provision of this Agreement is so held invalid, the Parties shall, within seven (7) days of such holding, commence to renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect. To the extent permitted by Applicable Law, the Parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

18.10 Costs. Each of the Parties shall pay its own costs and expenses of and incidental to the negotiation, preparation and completion of this Agreement and shall not have any right to claim or seek reimbursement of such costs and expenses from the other Party.

18.11 Specific Performance. Except as provided in the dispute resolution procedures set forth in Article 8, and except as the context specifically otherwise requires, if a Party breaches or threatens to breach any provision of this Agreement, the other Party shall have the right to have such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the other Party and that money damages will not provide adequate remedy. All rights under this Section 18.11 shall be in addition to, and not in lieu of, any other rights and remedies available to either Party at law or in equity, all of which shall be independent of the other and severally enforceable.

18.12 Annexes. The Annexes to this Agreement are incorporated by reference into, and shall form part of, this Agreement, and shall have full force and effect as though they were expressly set out in the body of this Agreement; provided, however, that in the event of any conflict between the terms, conditions and provisions of this Agreement (excluding the Annexes hereto) and the Annexes hereto, the terms of this Agreement (excluding the Annexes hereto) shall prevail.

18.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement as of the date first set forth above.

SANTA ROSA RENEWABLE ENERGY, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SANTA ROSA BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ANNEX A

### *Site Lease Terms and Conditions*

A-1. Property Description. Pursuant to Section 2.1 of the Agreement, in consideration of the payments, covenants, stipulations and conditions contained in the Agreement and other good and valuable consideration the sufficiency of which is hereby acknowledged by Owner, Owner does hereby grant, demise and lease unto Developer exclusive rights to the Project Site (as more particularly identified in *Schedule 1* attached hereto and hereby incorporated herein) for the purpose of designing, developing, constructing, owning, possessing, operating and maintaining the Project. Following the Initial Evaluation Period, if Developer determines an expansion and/or relocation of the Project Site is reasonably necessary for the development, construction, operation or maintenance of the Project or any portion thereof, the Parties shall agree to a mutually acceptable area for such modification and Schedule 1 shall be amended as appropriate to include such area.

A-2. Title to Project Assets. Owner acknowledges and agrees that legal and equitable title to all equipment, assets, materials and spare parts located on the Landfill or Project Site comprising the Project or related to or used in connection with the design, construction, operation or maintenance of the Project, or any expansion thereof, and placed on the Landfill or Project Site by Developer shall be held solely by Developer irrespective of the manner in which such equipment, assets, materials and spare parts were installed or otherwise affixed in or to the Landfill.

A-3. Warranty of Title and Quiet Enjoyment. Owner warrants that (a) Owner owns the Landfill and the Project Site in fee simple and has the rights of access thereto, and (b) Owner agrees that Developer and its designated agents and contractors shall and may peacefully enjoy the exclusive System Rights, the Project Site and easement rights granted hereunder for the duration of the Term against all persons claiming by, through or under Owner.

A-4. Grant of Easements. Owner hereby grants to Developer, together with its designated agents and contractors as Developer in its sole discretion deems necessary for the design, construction, operation, maintenance, expansion, modification or repair of the Project, an easement in gross over the Landfill and the Landfill Site (a) for reasonable ingress and egress to all points of the Project throughout the Term, and for the taking of all actions required under the Agreement or any Permit, including the temporary laydown of equipment, assets, spare parts and materials; (b) for the interconnection of the Project to any other system or facility related to the Project or the collection and destruction of LFG from the Landfill, including but not limited to one or more flares, electric or thermal energy generation systems; (c) for the interconnection of the Project to electric, sewer, water, sanitation, telecommunication and other available utilities; and (d) to an access point on a public road sufficient to provide reasonable and adequate access to the Landfill from such public road for all personnel of Developer or its contractors, machinery and equipment related to or in connection with the Project and any other systems or facilities related to the Project or the collection and destruction of LFG from the Landfill.

A-5. Maintenance of Developer's Rights. Owner shall employ all available legal and equitable means in order to transfer to and maintain in Developer the System Rights, lease and easement rights, and any ancillary property rights that may be reasonably required to develop, construct, operate and maintain the LFG Collection Project and any Energy Project.

A-6. Project Expansions. During the Term of the Agreement, Developer may, but shall not be obligated to, construct, maintain and operate one or more expansions to the LFG Collection Project for the purpose of collecting and processing additional quantities of LFG from any new cells or other portions of the Landfill that are opened for the disposal of waste after the Effective Date or are already open for the disposal of waste but are not incorporated in the initial design plan. The decision to construct any expansion of the LFG Collection Project shall be in the sole discretion of Developer and at Developer's sole expense. In the event that Developer elects to not construct an expansion of the LFG Collection Project, Owner shall have the right, at Owner's sole expense, to develop and construct such expansion or to contract with a third party for such construction as long as there is no material adverse impact or effect to the production and/or economic performance of the Project. In that event, Owner shall retain all rights to all LFG collected by such expansion constructed by Owner.

A-7. Removal Rights.

(a) In the event the Agreement is terminated for any reason prior to end of the Term, Owner expressly acknowledges and agrees that Developer shall have a reasonable period of time commencing on the date of expiration or termination to remove from the Project Site or the Landfill all equipment, assets, materials, spare parts and other improvements related to (a) the Energy Project and, (b) provided that a Developer Default has not occurred pursuant to Section 7.1, the LFG Collection Project.

(b) On the twentieth (20<sup>th</sup>) anniversary of the Permit Acquisition Date, Developer (i) shall convey to Owner and Owner shall accept from Developer either (A) the LFG Collection Project (expressly excluding the Energy Project but including any expansions constructed pursuant to Paragraph 6 above) or (B) all of the issued and outstanding equity interests of Developer (subject to such reasonable covenants as the Parties may agree), in either case for consideration in the amount of one dollar (\$1.00), and (ii) shall peacefully surrender the Project Site and the LFG Collection Project related easements to Owner in good condition, reasonable use, wear and tear and damage as the result of casualty loss excepted.

A-8. Recordation of Lease. In lieu of recording the Agreement, the Parties shall, coincident with the execution of the Agreement, sign and cause to be notarized by the Parties a memorandum of lease in form and substance satisfactory to Owner and Developer to be recorded in the real property records of Santa Rosa County, Florida.

**ANNEX A – SCHEDULE 1**

*Legal Description of Landfill Site and Depiction of Project Site*

## ANNEX B

### *Provisions Regarding Financing Documents*

B-1. Acknowledgement of Financing Parties. Owner shall, within fifteen (15) days after written notice from Developer or any existing or proposed Financing Party, execute and deliver thereto a certificate to the effect that Owner (a) recognizes a particular entity as a Financing Party under the Agreement and (b) will accord to such entity all the rights and privileges of a Financing Party hereunder.

B-2. Financing Party's Right to Possession, Right to Acquire and Right to Assign. A Financing Party shall have the absolute right to do one, some or all of the following things: (a) assign its lien; (b) enforce its lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to (i) the easement estate created by the Agreement (the "*Lease Estate*") and (ii) the System Rights; (d) use the access to the Landfill and operate any Project or any portion thereof as provided to the Developer under the Agreement, or cause a receiver to be appointed to do so; (e) assign or transfer the Lease Estate to a third party; or (f) exercise any rights of Developer hereunder. Owner's consent shall not be required for any of the foregoing; and, upon acquisition of the Lease Estate by a Financing Party or any other third party who acquires the same from or on behalf of the Financing Party, Owner shall recognize the Financing Party or such other party (as the case may be) as Developer's proper successor, and the Agreement shall remain in full force and effect.

B-3. Notice of Default. As a precondition to exercising any rights or remedies as a result of any default or alleged Developer Default, Owner shall deliver a duplicate copy of the applicable notice of its intention to terminate the Agreement pursuant to Section 7.3.1 to each Financing Party concurrently with delivery of such notice to Developer, specifying in detail the alleged event of default and the required remedy, which notice shall be delivered to such addresses provided to Developer in writing by each Financing Party.

B-4. Cure. A Financing Party shall have the same period after receipt of a notice of Owner's intent to terminate the Agreement to remedy a Developer Default, or cause the same to be remedied, as is given to Developer after Developer's receipt of a notice pursuant to Section 7.3 plus an additional forty-five (45) days; provided that (a) such forty-five (45)-day period shall be extended for the time reasonably required by the Financing Party to complete such cure, including the time required for the Financing Party to obtain possession of the Project and/or the Project Site (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure and (b) the Financing Party shall not be required to cure those events of Default which are not reasonably susceptible of being cured or performed by such party ("*Non-Curable Defaults*"). The Financing Party shall have the absolute right to substitute itself for Developer and perform the duties of Developer hereunder for purposes of curing such Developer Default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Financing Party (or its employees, agents, representatives or contractors) to enter upon the Landfill to complete such performance with all of the rights and privileges of Developer hereunder. Owner shall not terminate the Agreement prior to expiration of the cure periods available to a Financing Party as set forth herein. Further, notwithstanding anything in the Agreement to the contrary, (x) neither the bankruptcy nor the insolvency of Developer shall be grounds for terminating the Agreement as long as the Carbon Proceeds (and the Energy Proceeds, if applicable) and all other amounts payable by Developer hereunder are

timely paid by the Financing Party in accordance with the terms of the Agreement and (y) Non-Curable Defaults shall be deemed waived by Developer upon completion of foreclosure proceedings or other acquisition of the Lease Estate.

B-5. Deemed Cure; Extension. If a Developer Default under the Agreement cannot be cured without obtaining possession of all or part of (a) the Project Site, (b) the Project, and/or (c) the Lease Estate, then any such Developer Default shall nonetheless be deemed remedied if: (a) within ninety (90) days after receiving notice from Owner as set forth in Paragraph B-3 above, a Financing Party acquires possession thereof, or diligently commences appropriate judicial or nonjudicial proceedings to obtain the same; (b) the Financing Party is prosecuting any such proceedings to completion with commercially reasonable diligence; and (c) after gaining possession thereof, the Financing Party promptly performs all other obligations as and when the same are due in accordance with the terms of the Agreement. If a Financing Party is prohibited by any process or injunction issued by any court or by reason of any action of any court having jurisdiction over any bankruptcy or insolvency proceeding involving Developer from commencing or prosecuting the proceedings described above, then the ninety (90)-day period specified above for commencing such proceedings shall be extended for the period of such prohibition.

B-6. Liability. A Financing Party that does not directly hold an interest in the Agreement, or that holds a lien under a Financing Document, shall not have any obligation under the Agreement prior to the time that such Financing Party succeeds to absolute title to such interest. Any such Financing Party shall be liable to cure any events of Default and perform obligations under the Agreement only for and during the period of time that such Lender directly holds such absolute title. Further, in the event that a Financing Party elects to (a) perform Developer's obligations under the Agreement, (b) acquire any portion of Developer's right, title, or interest under the Agreement or (d) enter into a new lease as provided in Paragraph B-7 below, then such Financing Party shall not have any personal liability to Owner in connection therewith, and Owner's sole recourse in the event of default by such Financing Party shall be to terminate the Agreement and to execute against such Financing Party's interest in the Project and under the Agreement. Moreover, any Financing Party or other party who acquires the Lease Estate or a pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Financing Party or other party no longer has ownership of the Lease Estate.

B-7. New Lease to Financing Party. In the event that the Agreement (a) terminates because of Developer's uncured default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Financing Party has cured any such monetary event of default and is diligently making commercially reasonable efforts to cure any such event of default as provided herein, Owner shall, immediately upon written request from such Financing Party received within ninety (90) days after any such event, without demanding additional consideration therefor, enter into a new lease in favor of such Financing Party, which new lease shall be for the remainder of the terms and otherwise under the same terms and conditions of the Agreement. At the option of the Financing Party, the new lease may be executed by a designee of such Financing Party, without the Financing Party assuming the burdens and obligations of Developer thereunder.

B-8. Financing Party's Consent. Notwithstanding anything in the Agreement to the contrary, (a) Owner shall not agree to a modification or amendment of the Agreement if the same

could reasonably be expected to materially reduce the rights or remedies of a Financing Party or impair or reduce the security for its lien and (b) Owner shall not accept a termination of the Agreement without the prior written consent of each Financing Party.

*[Remainder of page intentionally left blank]*

## ANNEX C

### *Insurance Requirements*

C-1. Owner Required Insurance. Owner shall obtain not later than the Effective Date, and maintain continuously in force during the Term of this Agreement the minimum insurance set forth below:

(a) Comprehensive or Commercial General Liability, including Third Party Property Damage Liability and Bodily Injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) coverage shall be provided on an occurrence basis with a limit of not less than One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) aggregate per year. Owner may satisfy this requirement through self insurance or through the Florida Association of County Trust ("**FACT**"). Developer acknowledges that Owner is a member of and has purchased a Coverage Agreement including Multi-Class Liability Section through FACT. Owner's Coverage Agreement is attached as *Schedule 1* hereto.

(b) Workers' Compensation as required by State Law.

C-2. Developer Required Insurance. Developer shall obtain not later than the commencement of construction of the LFG Collection Project, and maintain continuously in force during the Term of this Agreement the minimum insurance set forth below:

(a) Comprehensive or Commercial General Liability, Including Property Damage Liability and Contractual Liability Coverage Insurance shall be provided on an occurrence basis with a limit of not less than One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each occurrence, and Two Million Dollars (\$2,000,000) aggregate per year. Such insurance shall include premises/operations, fire and explosion, collapse and underground hazards, broad form contractual, products/completed operations, independent contractors, broad form property and bodily injury coverages, and shall not contain an exclusion for punitive or exemplary damages where insurable by law.

(b) Automobile Liability comprehensive coverage for all owned, leased, hired, and non-owned vehicles, containing combined single limits for bodily injury and property damage of not less than \$1,000,000.

(c) Workers' Compensation coverage in an amount and form sufficient to meet all applicable requirements of Texas State law, plus employer's liability coverage in an amount not less than One Million Dollars (\$1,000,000), the latter not to contain an occupational disease exclusion and such policies not to contain an exclusion for punitive or exemplary damages where insurable by law.

C-3. Owner and Developer shall furnish evidence satisfactory to each other's representative that the required coverage is in effect. To the maximum extent permitted by applicable law and without in any way limiting Owner and Developer's obligations, indemnities and liabilities hereunder, all coverage maintained by Owner and Developer and any other insurance or coverage maintained applicable to Owner and Developer's performance hereunder shall include each other

and any parties required as additional insured and grant a waiver of subrogation with respect to all applicable insurance coverage. All insurance required to be maintained by Developer shall be primary insurance underlying any other applicable insurance, including but not limited to similar or complimentary insurance or other coverage maintained by Owner, and shall not be limited by the liability and indemnity provisions of Agreement. All required insurance or other coverage shall be carried by insurance carriers or other coverage providers acceptable to each party and shall not be materially changed without thirty (30) days prior written notice to each party.

*[Remainder of page intentionally left blank]*

**ANNEX C – SCHEDULE 1**

***FACT Coverage Agreement***

*Attached below.*

*(please double-click on icon below to open document)*



**FACT Coverage  
Agreement**

7

**Hunter Walker**

**From:** Bob Swiebel [swiebel@bellsouth.net]  
**Sent:** Monday, April 18, 2011 2:47 PM  
**To:** Hunter Walker  
**Cc:** Commissioner Lynchard; Avis Whitfield  
**Subject:** Re: Signage for bicyclist along 399 - East Bay Blvd  
**Attachments:** MD Bike sign.jpg

Mr. Walker,

Please note attached picture for your guidance. This signage should be part of the Multi Use Path being build along 399- East Bay Blvd where there will not be a Multi use path as a safety issue for the remaining sections of 399. Mr. Whitfield and Comm. Lynchard are very familiar with this signage and I do believe that it is a State wide signage for Bicycle riders and motorized vehicles when approaching a bicyclist.

As part of my presentation during the Public forum on Monday 4/11/2011, I am requesting that these signs be posted along 399 in both direction from US98 to Hwy87, and that a vote be taken for the proper funding unless the funding is already part of the project? Not sure about that.

Sincerely,

Bob Swiebel

**From:** Hunter Walker  
**Sent:** Monday, April 18, 2011 8:07 AM  
**To:** 'Bob Swiebel'  
**Cc:** Commissioner Lynchard ; Avis Whitfield  
**Subject:** RE: Signage for bicyclist along 399 - East Bay Blvd

Bob, I don't recall the item mentioned below, but can have an item on next agenda. For the Board agenda packet please send me description of proposed signage (purpose, proposed wording, number, locations, etc.) and other information which will be helpful to Board. I will assemble next week's Board packets Wednesday of this week.  
 Thanks, Hunter

---

**From:** Bob Swiebel [mailto:swiebel@bellsouth.net]  
**Sent:** Saturday, April 16, 2011 7:24 AM  
**To:** Hunter Walker  
**Cc:** Commissioner Lynchard  
**Subject:** Signage for bicyclist along 399 - East Bay Blvd

Mr. Walker,

On Monday 4/11/2011 during the "Public Forum", I made a presentation about the requested and proper signage for Bike riders along this 399 (East Bay Blvd) when the Multi Use path will be constructed.

I am requesting that will put this on the next BOCC agenda for a vote and passage of the proper funding.

Thank you,  
 Bob Swiebel

4/18/2011



**BIKE ROUTE**

**Give 3 Feet  
It's the Law**

04/02/2011

8

**LINDSAY & ANDREWS**  
A PROFESSIONAL ASSOCIATION  
ATTORNEYS AT LAW  
5218 WILLING STREET  
MILTON, FLORIDA 32570

ALLEN W. LINDSAY, JR.\*  
ROY V. ANDREWS  
HEATHER F. LINDSAY\*

(850) 623-3200  
FAX (850) 623-0104  
www.lal-law.com

\* ALSO ADMITTED IN ALABAMA

April 13, 2011

REPLY TO:  
POST OFFICE BOX 586  
MILTON, FLORIDA 32572

**VIA FACSIMILE #850-623-1208**  
**AND REGULAR U.S. MAIL**

Tim Tolbert  
Santa Rosa County Building Official  
Santa Rosa County Public Service Complex  
6051 Old Bagdad Hwy, Suite 202  
Milton, FL 32583

Re: Sign Application Number 2011-SP-003, 2009-SP-014, 2010-1511-B-0,  
Southeast- SD LLC;

Dear Mr. Tolbert:

My client has appealed the revocation of zoning approval for sign application 2011-SP-003.

If my client's approval is reinstated, 2009-SP-014 and 2010-1511-B-0 will be invalid. I request that the building permit for that sign be held in abeyance pending resolution of my client's appeal.

Sincerely,



Roy V. Andrews

RVA/par

cc: Angela Jones, Santa Rosa County Attorney  
Rebecca Cato

9

**Kathy Jordan**

---

**From:** Robin Phillips [robin.phillips@cox.net]  
**Sent:** Thursday, April 14, 2011 1:59 PM  
**To:** Kathy Jordan  
**Cc:** Sheila Harris  
**Subject:** Modification #2 to CDBG Disaster Recovery grant  
**Attachments:** amendment letter to DCA2.doc; ATT00001..htm; Engineering approval minutes.pdf; ATT00002..htm; ModificationToGrantAgreement-2.doc; ATT00003..htm

Kathy,

We are amending the Disaster Recovery project to add the additional engineering services to the engineering line item. The contract for Ken Home Engineering was approved by the Board on Sept. 22, 2010 (attached). Please have Mr. Lynchard sign three copies of the Modification to Subgrant Agreement and the transmittal letter attached. Can you e-mail me a scanned copy and let me know when they are ready to pick up.

Thanks,

4/18/2011

**Modification to Subgrant Agreement**

3/1/2011

**MODIFICATION NUMBER 2 TO SUBGRANT AGREEMENT BETWEEN  
THE DEPARTMENT OF COMMUNITY AFFAIRS AND  
SANTA ROSA COUNTY**

This Modification is made and entered into by and between the State of Florida, Department of Community Affairs, (“the Department”), and Santa Rosa County, (“the Recipient”), to modify DCA Contract Number 10DB-K4-01-67-01-K31, award dated June 1, 2010 (“the Agreement”).

**WHEREAS**, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of \$579,896.00 to Recipient under the Small Cities Community Development Block Grant (“CDBG”) Program as set forth in the Agreement;

**WHEREAS**, the Department and the Recipient desire to modify the Agreement;

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

**Reinstate Agreement**

1. The Agreement is hereby reinstated as though it had not expired.

**Extend Agreement**

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of (Type in date, if applicable).

**Revise Activity Work Plan**

3. The Attachment B, Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment B, Activity Work Plan section, which is attached hereto and incorporated herein by reference.

**Revise Program Budget and Scope of Work**

4. The Attachment A, Program Budget and Scope of Work section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget and Scope of Work, which is attached hereto and incorporated herein by reference.

## Modification to Subgrant Agreement

**Modification Number:** 2

**DCA Contract Number:** 10DB-K4-01-67-01-K31

**Recipient:** Santa Rosa County

**Page 2**

**Change in Participating Parties**

5. The Attachment A, Program Budget and Scope of Work section, is hereby modified to delete all references to “(Type in name, if applicable.)” as the Participating Party, and replace them with “(Type in name, if applicable.)” as the Participating Party with the understanding that the Recipient and the new Participating Party will enter into a Participating Party Agreement containing provisions and caveats that meet or exceed the conditions agreed to in the Participating Party Agreement between the Recipient and the original Participating Party.

**Inclusion of an Unmet Need as Addressed in the Original Application**

6. The Attachment A, Program Budget and Scope of Work section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget and Scope of Work, which is attached hereto and incorporated herein by reference.
7. The Attachment B, Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment B, Activity Work Plan section, which is attached hereto and incorporated herein by reference.

**Change in Number of Accomplishments and/or Beneficiaries**

8. The Attachment A, Program Budget and Scope of Work section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget and Scope of Work, which is attached hereto and incorporated herein by reference.

**Other:** (Type in the reason for the modification.)

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

**Modification to Subgrant Agreement**

**Modification Number:** 2

**DCA Contract Number:** 10DB-K4-01-67-01-K31

**Recipient:** Santa Rosa County

**Page 3**

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

**Department of Community Affairs**

**Recipient:** Santa Rosa County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ken Reecy

Name: Lane Lynchard

Title: Director, Division of Housing  
and Community Development

Title: Chairman, SRCBOCC

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO 2011 - \_\_\_\_\_**

**A RESOLUTION OF THE SANTA ROSA COUNTY BOARD OF COUNTY COMMISSION AFFIRMING ITS SUPPORT OF THE MISSION AND GOALS OF THE FLORIDA EMERALD COAST CLEAN CITIES COALITION.**

**WHEREAS**, the mission of the Florida Emerald Coast Clean Cities Coalition is to reduce our dependence on imported oil, improve the environment by creating a sustainable alternative fuel market through the support and promotion of clean fuels and to promote sustainable economic development opportunities for the region.

**WHEREAS**, coalitions, government agencies and private companies voluntarily come together under the umbrella of Florida Emerald Coast Clean Cities. The partnership helps all parties identify mutual interests and meet the objectives of reducing the use of imported oil, developing regional economic opportunities, and improving air quality.

**WHEREAS**, the Florida Emerald Coast Clean Cities is instrumental in cultivating an advanced transportation community in which people learn about a wide range of options and technologies while creating markets for alternative fuel vehicles (AFVs), hybrids, fuel blends, fuel economy, and idle reduction.

**WHEREAS**, the Florida Emerald Coast Clean Cities Coalition can provide a forum for members to leverage their resources, develop joint projects, collaborate on public policy issues, and promote petroleum reduction and clean air technologies.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA, AS FOLLOWS:**

- Section 1:** That the Board of County Commissioners finds the above recitals to be true and correct and supports them herein by reference.
- Section 2:** That the Santa Rosa County Board of County Commissioners hereby affirms its support of the Florida Emerald Coast Clean Cities Coalition.
- Section 3:** That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

**DULY PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**ATTEST**

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

\_\_\_\_\_  
**MARY M. JOHNSON  
CLERK OF CIRCUIT COURT**

\_\_\_\_\_  
**LANE LYNCHARD, CHAIRMAN**

4/18/11

12

RESOLUTION NUMBER R2011-\_\_\_

A JOINT RESOLUTION OF THE COASTAL COUNTIES OF THE NORTHWEST FLORIDA PANHANDLE REGION, RELATING TO THE DEEPWATER HORIZON OIL SPILL IN THE GULF OF MEXICO; SUPPORTING \_\_\_\_\_

WHEREAS, on April 20, 2010, the Deepwater Horizon well off of the coast of Louisiana exploded, rupturing the collection system on the Gulf floor which began spewing barrels of raw crude into the Gulf of Mexico; and

WHEREAS, federal, state and local governments banded together to control and contain this spill but were unable to do so until after the well was finally capped on July 15, 2010; and

WHEREAS, the uncontained well spewed approximately 4.9 million barrels (205.8 million gallons) of oil into the Gulf of Mexico which impacted the entire Gulf of Mexico and caused damages in all states bordering the Gulf, including Alabama, Florida, Mississippi, Louisiana and Texas; and

WHEREAS, this is the largest accidental marine oil spill in history; and

WHEREAS, the spill caused both environmental and economic damages; and

WHEREAS, individual businesses and governmental entities suffered effects from both the environmental and economic damage; and

WHEREAS, the Federal Government has a system to collect penalties from responsible parties through the Oil Spill Act; and

WHEREAS, those monies should be reallocated by an Act of Congress to mitigate and assist with recovery from both the environmental and economic damages which were sustained by jurisdictions along the Gulf of Mexico; and

WHEREAS, the eight most impacted counties in the State of Florida came together in November 2010, and have joined each other in solidarity to express the concerns for their impacted region and citizens; and

WHEREAS, the Coalition of Counties in Northwest Florida has offered resolutions to both State and Federal governments to present a coordinated plan for this region and its citizens, and

WHEREAS, many pieces of Federal legislation have been put forward with many good ideas, but none effectively addressing the whole, and

**WHEREAS**, the plan put forward by the Coalition of Counties provides a holistic, unified approach to address the use of funds.

Therefore, the eight impacted counties in the State of Florida hereby offer this resolution to Legislation that they believe will be effective in recovery from the economic and environmental injuries sustained by the Deepwater Horizon spill. The individual counties hereby agree that Congress should look to support these points as legislation is crafted and past. The agreed upon principals of that legislation are as follows:

1. **RECITALS.** The recitals above are hereby incorporated in this resolution.

2. **ENDORSEMENTS.** The coalition of Florida counties hereby supports the following:

- A. The Federal legislation should support the Mabus Report and allocate Eighty-Percent (80%) of all Clean Water Act fines related to the Deepwater Horizon spill to restoration of the Gulf of Mexico and the Gulf Coast.
- B. That the Gulf Coast Restoration legislation clearly designate that funds are provided for projects that impact and improve economic diversification restoration, environmental restoration and human health as directed by the Mabus Report.
- C. That Gulf Coast Restoration language legislation provide the money to the states and local jurisdictions with local jurisdiction defined as county/parish and municipal governments.
- D. States will work with local governments to identify projects which will address economic, environmental and health projects for those specific local jurisdictions.
- E. Collaborative endorse a policy which puts clear rules on the funding which says that it explicitly only be used for projects that improve economic, environmental health concerns in the specific communities. No funds outside of the allowable administrative allowances can be spent on governmental operations. Additionally, the rules should limit administration expense only to the jurisdiction which performs the project, and the administrative costs should be capped in legislation.
- F. That within each state jurisdiction up to 50-percent of the money can be spent on any of the three impacts addressed in the Mabus Report, economic, environmental and human health.
- G. We endorse a policy that equitably distributes monies to states, counties and municipalities for projects across the entire Gulf Coast. We believe in an apolitical formula for distribution would be based one-third (33.3%) on each jurisdiction that has Gulf-front exposure, one-third (33.3%) based on Gulf-front coastline for that jurisdiction, measured as the linear miles along the Gulf with

inlets included in the linear distance, and one-third (33.3%) based on the population of that jurisdiction with Gulf-front exposure. This formula would ensure that everyone obtained some funding and those communities with the largest shoreline or the most individual citizens would also receive additional monies to take care of those responsibilities.

H. We also believe that while the fund is for the entire Gulf Coast, it is intended that those with the most immediate needs for recovery that have received injury from the cause event should receive the majority of the funding. We advocate the position for those states whereby the entire coast was not impacted by the Deepwater Horizon spill that the split funding be 75% for those areas impacted and 25% for those areas that were not impacted by the Deepwater Horizon spill.

3. **RESOLVED.** The approved counties below that these points should be included in any legislation that addresses the Clean Water Act fine monies related to the Deepwater Horizon spill.
4. **EFFECTIVE DATE.** This Resolution shall be effective upon execution by the last enacting county. The last enacting county is responsible for distribution of an original copy of this resolution back to each enacting county. Additionally, the Clerk of the Court of the last enacting county is hereby directed to provide a certified copy of this resolution to:

The Honorable Barack Obama  
President of the United States  
The White House  
1600 Pennsylvania Avenue NW  
Washington, DC 20500

The Honorable Senator Bill Nelson  
U.S. Senate  
716 Hart Senate Office Building  
Washington, DC 20510

The Honorable Senator Marco Rubio  
U.S. Senate  
B40A Dirksen Senate Office Building  
Washington, DC 20510

The Honorable Congressman Jeff Miller  
U.S. House of Representatives  
2416 Rayburn House Office Building  
Washington, DC 20515

The Honorable Congressman Steve Southerland  
U.S. House of Representatives  
1229 Longworth House Office Building  
Washington, DC 20515

The Honorable Rick Scott  
Governor, State of Florida  
Plaza Level 05, The Capitol  
400 South Monroe Street  
Tallahassee, Florida 32399-0001

The Honorable Lisa Perez-Jackson  
Environmental Protection Agency  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:**

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

ATTEST: ERNIE LEE GAHA  
Clerk of the Circuit Court  
Escambia County

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Attorney: \_\_\_\_\_

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
OF SANTA ROSA COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Attorney: \_\_\_\_\_

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
OF OKALOOSA COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Attorney: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF WALTON COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Attorney: \_\_\_\_\_

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2011

BOARD OF COUNTY COMMISSIONERS  
OF BAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Attorney: \_\_\_\_\_

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
OF GULF COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_

Deputy Clerk

(SEAL)

Attorney: \_\_\_\_\_

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
OF FRANKLIN COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Attorney: \_\_\_\_\_

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
OF WAKULLA COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Attorney: \_\_\_\_\_

# Santa Rosa County Movie Tour Book Agreement

13

CGI Communications, Inc.  
130 East Main Street, 8th Floor  
Rochester, NY 14604  
800-398-3029 phone  
866-429-8611 fax

Name: Hunter Walker  
Title: County Administrator  
Address: 6495 Caroline St. Milton, FL 32570  
County, State: Santa Rosa County, FL  
Phone: (850) 983-1855  
Email: hunterw@santarosa.fl.gov  
Website: www.santarosa.fl.gov

This agreement is between CGI Communications, Inc. and the County of Santa Rosa, FL and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved County Movie Showcase is made available for viewing via a link on the [www.santarosa.fl.gov](http://www.santarosa.fl.gov) website homepage for viewer access. The term of this agreement shall automatically renew unless either party gives 60 days written notice of termination or modification prior to expiration.

**CGI Communications, Inc. and its eLocalLink division shall provide a County Movie Showcase as follows:**

- Website Welcome video from your County Administrator or other civic leader and an Education, Quality of Life, and Real Estate/Relocation video (approx. 1 minute in duration)
- Up to 6 additional videos to showcase various aspects of your County and/or organization (providing a total of 10 : 1 minute County highlight videos)
- Script writing and video content consultation
- A videographer will come to your location to film videos
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of County Movie Showcase content subject to your approval
- Patent-pending OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Business sponsors allowed on the perimeter of video panels
- Duration of sponsor participation will be one year and eLocalLink is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the County Movie Showcase from your website shall be facilitated by eLocalLink providing HTML source code for graphic link to be prominently displayed on the [www.santarosa.fl.gov](http://www.santarosa.fl.gov) website homepage
- eLocalLink will own copyrights of the master County Movie Showcase
- The County of Santa Rosa, FL will assume no cost or liability for this project

**Program Add-On if signed and received by April 29<sup>th</sup>, 2011 :**

- Encoding, hosting, and streaming of additional 5 minutes of video per month. Finished video content will be provided to CGI by the County of Santa Rosa, FL
- SmartTrack™ measurement and trackability

**The County of Santa Rosa, FL shall provide the following:**

- A letter of introduction for the program on your organization's letterhead
- Assist with the content and script for the County Movie Showcase
- Agrees to give eLocalLink the right to use organization's name in connection with the preparation, production, and marketing of the program set forth herein only
- Agrees to display the "Coming Soon" graphic link prominently on the [www.santarosa.fl.us](http://www.santarosa.fl.us) website homepage within 10 business days of receipt of HTML source code
- Agrees to display the "Video Tour Book" (County Movie Showcase) link to be no less than 150 by 400 pixels prominently on the [www.santarosa.fl.us](http://www.santarosa.fl.us) website homepage for the term of this agreement
- In the event contract signatory changes, the County of Santa Rosa, FL agreement shall remain valid until the agreed upon expiration date
- Provides eLocalLink exclusive streaming video rights for the program described herein only

We, the undersigned, understand the above information and have full authority to sign this agreement.

The County of Santa Rosa, FL

CGI Communications, Inc.

Signature:

Signature: *Nicole Rongo*

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Marketing Manager

Date:

Date: April 15<sup>th</sup>, 2011



*CGI Communications  
130 E. Main St, 8<sup>th</sup> Floor  
Rochester, NY 14604*

### **County Movie Program Sponsorship Policy**

It is the policy of e-LocalLink/CGI Communications not to solicit or otherwise provide sponsorship opportunities to any business or organization that may be perceived as offensive or partisan. These types of establishments include, but are not limited to, adult bookstores/entertainment, pawnshops, and tattoo/piercing parlors. CGI will also not solicit any political parties and/or organizations.

Additionally, the participating county may advise e-LocalLink/CGI of specific businesses to be disallowed as sponsors. The participating county must advise e-LocalLink/CGI of this information in writing PRIOR to the beginning of the sponsorship solicitation campaign.

As a privately owned company, independent of the participating county, e-LocalLink/CGI can eliminate from consideration those companies and organizations it deems inappropriate. The participating county is not responsible for actions taken by eLocalLink/CGI in eliminating from consideration those businesses and organizations eLocalLink/CGI has deemed inappropriate.

Dear Santa Rosa County Business Owner:

The County of Santa Rosa is excited to announce the launch of a new program that we feel will have a significant impact on the promotion of our County. We have entered into a three year agreement with CGI Communications to produce a series of streaming online videos highlighting all our county has to offer its residents, visitors, and businesses.

CGI is a leader in online marketing solutions, working with thousands of communities and businesses nationwide. With an easily viewable interface on the official County website ([www.santarosa.fl.gov](http://www.santarosa.fl.gov)), the video showcase will engage viewers in learning more about area attractions, economic development opportunities, quality of life, and so much more. The County of Charlotte is dedicated to highlighting the advantages of living and working in our community, and we feel that this program can do just that!

In addition, CGI will be contacting members of our local business communities to offer participation in the program, as well as an opportunity to learn more about CGI's innovative new digital media products for businesses.

We encourage you to consider supporting the program, and learning more about all that CGI has to offer.

Best Regards,

Hunter Walker,  
Santa Rosa County Administrator



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

Preliminary  
Engineers Report  
April 25, 2011

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 April 28, 2011 at 9:00 a.m. in Milton, Florida.

1. Presentation for the 2010 Best Restored Beach Award from the American Shore and Beach Preservation Association.
2. Discussion of the Navarre Beach Fishing Pier sign. (Attachment A)
3. Discussion of environmental/landfill consultants. (Attachment B)
4. Discussion of change order in the amount of \$6,147.36 to Starfish, Inc for utility relocations on Sabertooth HMGP project. (Attachment C)
5. Recommend approval of Paved Road and Drainage Maintenance for Pullum Commerce Park, a 103 lot subdivision of a portion of Section 9, Township 1 North, Range 27 West, Santa Rosa County, Florida. (Working District 4)

Location: 1-1/2 miles, more or less, South on Highway 87 South from Highway 90, property on the East side of Highway 87 South.

Technology Avenue	3190 LF±
Innovation Lane	260 LF±
Interface Lane	430 LF±

# NAVARRE BEACH PIER

*The Longest Pier in the Gulf*



# NAVARRE BEACH PIER

*The Longest Pier in the Gulf*



# NAVARRE BEACH PIER

*The Longest Pier  
in the Gulf*



CATEGORIES	Trinity	URS	SCS Engineers	Tetracon	Jones Edmunds & Assoc	Fabre Engineering	HDR	Geo syntec	RANKING		
Class I cell design and regulatory permitting,	2	4	5	4	4	4	2	5	5	HIGH	5
Landfill construction quality assurance services,	2	4	5	4	4	4	2	4	5		4
Geotechnical Engineering services,	4	4	4	5	3	4	2	4	5		3
Airspace determination and associated fill timelines,	2	4	5	4	5	5	1	5	5		2
Construction design and permitting.	2	4	5	4	5	5	3	5	5	LOW	1
Landfill gas collection system design and preparation of engineering plans, Specifications,	2	4	5	4	4	4	1	4	5		
The consultant must follow FDEP standard operating procedure for field sampling,	4	3	5	4	2	2	1	3	4		
WQ semi-annual reporting to County Geologist	4	3	5	4	3	2	1	4	4		
Use of FDEP WQ ADaPT program	5	4	5	4	4	2	1	4	4		
Employ a lab accepted by FDEP and able to employ ADaPT program	5	3	5	4	3	2	1	4	4		
Reporting of any anomalous analyses to the Professional Geologist and regulatory reporting when requested.	4	4	5	3	4	2	1	3	4		
Provide WQ data to County Geologist in excel spreadsheet provided	4	3	5	4	3	1	1	3	4		
Provide water quality assessment when needed to Santa Rosa County for FDEP when needed	4	4	5	4	2	2	1	4	5		
Permitting and cost estimates.	3	4	5	3	3	4	2	5	5		
Hydro-geologic services	5	3	5	5	2	2	1	4	4		
<b>Solid Waste Permitting in Florida</b>	3	3	5	4	4	4	3	5	5		
<b>Areas of Diversified Expertise</b>	3	4	5	4	3	3	2	4	5		
<b>Project Management Organization</b>	4	3	5	4	5	3	3	4	5		
<b>References</b>	5	5	5	5	5	5	5	5	5		
<b>Current Form 254 or 330</b>	5	5	5	5	5	5	5	5	5		
<b>Ranking</b>	72	75	99	82	73	65	39	84	93		
<b>Evaluators - Jerrel Anderson, PE, Julian Coeey, PG, Ron Hixson</b>											

**CHANGE ORDER**

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

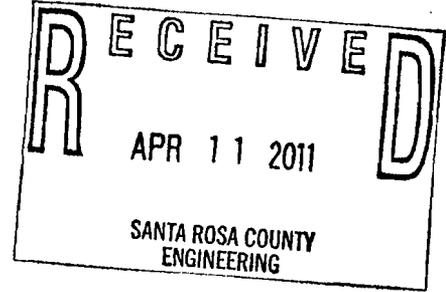
AIA DOCUMENT G701

PROJECT: Sabertooth Circle Drainage Improvements

CHANGE ORDER NUMBER: 1  
 DATE: 3/23/2011  
 ARCHITECT'S PROJECT NO.: 1551-028-R  
 CONTRACT DATE: 8/25/2010  
 CONTRACT FOR:

TO CONTRACTOR: Starfish, Inc.

The Contract is changed as follows: See attached



APPROVED: \_\_\_\_\_  
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	\$698,806.75
Net change by previously authorized Change orders	\$ -
(Contract Sum) (Guaranteed maximum Price) prior to this Change order was	\$698,806.75
The (Contract Sum) (Guaranteed maximum price) will be <u>(increased)</u> (decreased)	\$ 6,147.36
(unchanged) by this Change Order in the amount of	
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	\$704,954.11

The Contract Time will be (increased) decreased) (unchanged) by  
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

jehle - halstead, Inc.

Starfish, Inc.

Santa Rosa County, Florida

ARCHITECT

CONTRACTOR

OWNER

49 East Chase Street

114 Blacksher Street

6495 Caroline Street

Address

Address

Address

Pensacola, FL 32502

Brewton, AL 36426

Milton, FL 32570

BY *[Signature]*

BY *[Signature]*

BY

DATE 4/7/11

DATE 3-31-11

DATE

Sabertooth Drainage Improvements

Date	Location	Conflict			
2/25/2011	S-1	Water			
	Materials	Inv. No. 1029019			\$1,041.83
	Labor/Equipment				
		Superintendant with Truck	2 hr	\$ 50.00	\$ 100.00
		Foreman with Truck	1 hr	\$ 45.00	\$ 45.00
		Labors (3 ea)	3 hr	\$ 15.00	\$ 45.00
		320 Excavator	1 hr	\$ 65.00	\$ 65.00
		420 Backhoe	1 hr	\$ 45.00	\$ 45.00
					\$1,341.83

3/3/2011	S-8	Water			
	Materials	Inv. No. 1029511			\$287.71
	Notes:	Had some material left from S-1 Conflict used on this site			
	Labor/Equipment				
		Superintendant with Truck	2 hr	\$ 50.00	\$ 100.00
		Foreman with Truck	1 hr	\$ 45.00	\$ 45.00
		Labors (3 ea)	3 hr	\$ 15.00	\$ 45.00
		320 Excavator	1 hr	\$ 65.00	\$ 65.00
		420 Backhoe	1 hr	\$ 45.00	\$ 45.00
					\$587.71

3/14/2011	S-2	Sewer			
	Materials	Inv. No. 1030729			\$1,138.22
		Inv. No. 1030729-1			\$ 528.24
		Pick up 6' -6" DI Casing from office yard			\$ 120.00
	Labor/Equipment				
		Superintendant with Truck	2 hr	\$ 50.00	\$ 100.00
		Foreman with Truck	1 hr	\$ 45.00	\$ 45.00
		Labors (3 ea)	3 hr	\$ 15.00	\$ 45.00
		320 Excavator	1 hr	\$ 65.00	\$ 65.00
		420 Backhoe	1 hr	\$ 45.00	\$ 45.00
					\$2,086.46

3/15-3/16	S-2	Water			
	Materials	Shipped in previous sewer shipment			
		Pick up 20' -6" DI Casing from office yard			\$ 400.00
	Labor/Equipment				
		Superintendant with Truck	2 hr	\$ 50.00	\$ 100.00
		Foreman with Truck	2 hr	\$ 45.00	\$ 90.00
		Labors (3 ea)	6 hr	\$ 15.00	\$ 90.00
		320 Excavator	2 hr	\$ 65.00	\$ 130.00
		420 Backhoe	2 hr	\$ 45.00	\$ 90.00
					\$900.00

Total Indirect Cost to Date \$4,916.00

Overhead at 12%	\$589.92
Subtotal	\$5,505.92
Profit at 10%	\$550.59
<b>Total Cost w/out bond</b>	<b>\$6,056.51</b>
Added Bond 1.5%	\$90.85
<b>Total Cost</b>	<b>\$6,147.36</b>

AGENDA  
PUBLIC WORKS COMMITTEE

April 25, 2011

Chairman: Commissioner Salter

Vice Chairman: Commissioner Lynchard

1. Discussion of scheduling a public hearing for the proposed vacation of the right-of-way running north and south between lots 19 and 20 in the Woodlawn Shores subdivision.



**Department of Public Works**  
SANTA ROSA COUNTY, FLORIDA  
Milton, Florida 32583

**Stephen L. Furman**  
Assistant  
Public Works Director  
6075 Old Bagdad Hwy.  
626-0191 • 994-5721 • 623-2221

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

**Thad Allen**  
Superintendent  
Building Maintenance/Parks  
P. O. Box 864  
623-1569 • 939-1877

# MEMO

**TO:** Tammy Simmons  
Administrative Services Manager

**FROM:** Avis Whitfield   
Public Works Director

**DATE:** April 20, 2011

**SUBJECT:** Proposed Right-of-Way Vacation in Woodlawn Shores Subdivision

The unnamed alleyway running north and south lying between lots 19 and 20 in the Woodlawn Shores subdivision as recorded in Plat Book A, page 71 of the public records of Santa Rosa County appears to have no significant importance to the Road & Bridge Department. Therefore, I recommend a Public Hearing to be scheduled for this vacation.

AW/lc



**Department of Public Works**  
SANTA ROSA COUNTY, FLORIDA  
Milton, Florida 32583

**Stephen L. Furman**  
Assistant  
Public Works Director  
6075 Old Bagdad Hwy.  
626-0191 • 994-5721 • 623-2221

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

**Thad Allen**  
Superintendent  
Building Maintenance/Parks  
P. O. Box 864  
623-1569 • 939-1877

# MEMO

**TO:** Hunter Walker, County Administrator  
**FROM:** Avis Whitfield, Public Works Director *AW*  
**SUBJECT:** Proposed Right-of-Way Vacation in Woodlawn Shores Subdivision  
**DATE:** April 20, 2011

We have a vacation request for a 20-foot wide right-of-way in Woodlawn Shores subdivision which runs between Soundside Drive and Santa Rosa Sound.

Historically, the Board has been hesitant to approve any vacations in which the public property provided access to a significant body of water. However, I do not consider this area as an ideal location for a designated public access. The right-of-way is narrow, grown up, and has homes on both sides. Also, there is no adequate space for parking.

Additionally, we have a designated public access approximately 600 feet to the west at the Oak Drive right-of-way and we have Woodlawn Beach Boat Ramp approximately 2400 feet to the west.

Another consideration is the value of the public property which will be significant as waterfront property.

AW/lc



**SANTA ROSA COUNTY  
BOARD OF COMMISSIONERS  
Administrative Services/Parks Operations**



**M WILLIAMSON, District 1  
ROBERT A. "BOB" COLE, District 2  
W.D. "DON" SALTER, District 3  
GORDON GOODIN, District 4  
R. LANE LYNCHARD, District 5**

**Santa Rosa Administrative Offices  
6495 Caroline Street, Suite J  
Milton, FL 32570-4592**

**Hunter Walker, County Administrator  
Thomas V. Dannheisser, County Attorney  
Joel Hanford, OMB Director**

**MEMORANDUM**

**TO:** Avis Whitfield  
**FROM:** Rebecca Welch  
**DATE:** April 7, 2011  
**SUBJECT:** Proposed Vacation of Right-of-Way: Woodlawn Shores

Mr. John Broxson representing Mr. Warren E. Harper and Mr. Mark G. Stavros, has requested to vacate a portion of an unnamed alleyway in the Woodlawn Shores Subdivision. The proposed vacation area is highlighted on the enclosed map and aerial.

The unnamed alleyway running North and South lying between Lots 19 and 20 in the Woodlawn Shores Subdivision as recorded in Plat Book A, page 71, of the public records of Santa Rosa County, Florida.

The petitioner was advised the requested vacation of right-of-way leads to a body of water. In the past it has been board policy to avoid vacating property leading to a body of water, the petitioner wishes to pursue the vacation of right-of-way.

Please review location description and advise if you wish for us to request a survey from the petitioner to better describe proposed vacation area.

I have enclosed all documentation that was provided with this request.

I have received the \$150.00 inspection fee, and I am now requesting the Public Works Department to view for County need and make a recommendation to the Board.

Thank you

JOHN BROXSON  
2962 RANCHIETTE SQUARE  
GULF BREEZE, FL 32563

850-932-2617

johnbroxson@att.net

April 4, 2011

Ms. Tammy Simmons, Santa Rosa County  
Administrative Services Department  
6495 Caroline Street, Suite "J"  
Milton, Florida 32570

Re: "Application for Vacation" of County ROW on Soundside Drive  
Petitioner - Warren E Harper, 5433 Soundside Drive, Gulf Breeze,  
in cooperation with Mark G. Stavros, M.D., 5429 Soundside Drive, Gulf Breeze

Dear Tammy:

Enclosed is an "Application For Vacation" and the \$150 fee made payable to Santa Rosa County. The Petitioner requests that each adjacent party be granted one-half of the subject 20 feet of County Right Of Way. The adjacent party is Dr. Mark Stavros, M.D. Also enclosed are copies of the plats illustrating the requested property to be vacated.

Both parties have obtained my services and have agreed for me to represent them jointly with the Santa Rosa County Board of County Commissioners. Please submit all invoices for additional fees to me for payment. Also, send all notices % of John Broxson at the above address or by email: johnbroxson@att.net.

Should you need other information or if I may be of help or assistance to you do not hesitate to contact me.

Thank you for your kind assistance in this very important matter.

Sincerely yours,

  
John Broxson

CC: Avis Whitfield  
Stephen Furman, PE  
Hunter Walker

## APPLICATION FOR VACATION

There is a \$150 fee to process this application, and all fees are

Date: March 29, 2011

Name: Warren E & June U. Harper

Address: 5433 Soundside Drive, Gulf Breeze, FL 32563

Phone Number: 850-916-7408

Billing Address: 5433 Soundside Drive, Gulf Breeze, FL 32563

Reason for Vacation Request: 1. RIGHT OF WAY NOT SUITABLE FOR  
INGRESS & EGRESS 2. PROPERTY WOULD BE PUT ON TAX ROLES  
3. COUNTY HAS NO PLANS TO SPEND MONEY ON THIS NARROW STRIP 4.  
THE PRESENT UNIMPROVED STATE IS AN EYESORE

Area of Vacation:

That 20' strip of Santa Rosa County land located between 5433 Soundside Dr.,  
Gulf Breeze, FL and 5429 Soundside Dr., Gulf Breeze, FL 32563.

**Petitioner's Name** (if different from above): Warren E & June U Harper

Address: 5433 Soundside Drive, Gulf Breeze, FL 32563

Phone Number: 850-916-7408

**Representative's Name:** John Broxson

Address: 2962 Ranchette Square, Gulf Breeze, FL 32563

Phone Number: 850-932-2617

Petitioner is responsible for all costs associated with the processing of the  
vacation request, including fees paid for advertisements, certified list of property  
owners located within 500 feet of the proposed vacation labels, certified mail  
postage, recording of official documents, etc.

**Santa Rosa County**  
**Administrative Services Department**  
6495 Caroline Street, Suite J  
Milton, Florida 32570





# BUDGET & FINANCIAL MANAGEMENT COMMITTEE

Chairman: Commissioner Melvin  
Vice Chairman: Commissioner Cole

April 25, 2011

## **Bid Actions:**

- 1) Discussion of bids received for Housing Rehabilitation Project located at 6023 Hamilton Bridge Road. Low bidder meeting specifications is Mike Motes Builders with a bid of \$13,375.
- 2) Discussion of bids received for Housing Rehabilitation Project located at 4373 Pine Villa Circle. Low bidder meeting specifications is Mike Motes Builders with a bid of \$11,190.

**Tax Deed Overbids: None.**

## **Budget:**

- 3) **Budget Amendment 2011 – 112** in the amount of **\$150,000**. Funds the Navarre Beach Marine Sanctuary project equally from TDT Funds and District 4 Recreation Funds.
- 4) **Budget Amendment 2011 – 113** in the amount of **\$19,777**. Funds purchase of VOIP telephone system (\$13,900) and software (\$5,877) for the Libraries from Reserve for Contingencies in the General Fund. Savings over the next 2 years will more than offset the conversion cost.
- 5) **Budget Amendment 2011 – 114** in the amount of **\$1,414**. Carries forward Dist. 5 funds to purchase and install cardio walker for Swenson Park from District 5 Recreation Funds.
- 6) **Budget Amendment 2011 – 115** in the amount of **\$1,230,473**. Recognizes \$1,230,473 from BP (per Memorandum of Understanding Between BP Exploration & Production Inc. and Florida's Coastal Northwest Communications Council) and allocates for expenditure in Tourist Development Tax Fund.
- 7) **Budget Amendment 2011 – 116** in the amount of **\$15,334**. Recognizes Neighborhood Stabilization Program (NSP) funds received from Department of Community Affairs (DCA) and allocates for expenditures.

## **County Expenditure/Check Register:**

- 8) Recommend approval of County Expenditures / Check Register

①

**PROCUREMENT RECOMMENDATION**

1. **PRODUCT/SERVICE:** HOUSING REHABILITATION PROJECT LOCATED AT 6023 HAMILTON BRIDGE ROAD, MILTON

2. **RESPONSIBLE OFFICE:** PLANNING DEPARTMENT

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

Major repairs to dwelling.

4. **SCOPE OF WORK:**

Repairs to the dwelling includes but is not limited to replacement of appliances, replacement of carpeting, the installation of new roof.

5. **BIDDERS AND PRICES:**

A. Gulf Coast Industrial Services, LLC	\$11,760.00
B. Mike Motes Builders	\$13,375.00
C. Design Home Builders	\$14,440.00

 Orrin Smith

---

**From:** Janice Boone  
**Sent:** Tuesday, April 19, 2011 11:49 AM  
**To:** Orrin Smith  
**Subject:** BID: 6023 Hamilton Bridge Road  
**Importance:** High

Orrin:

The bid submitted by Gulf Coast Industrial Services, LLC is non-responsive.  
The contractor did not include profit in each line item as instructed in the bid manual.

I called Mr. Baggett and talked with him.

He is wanting to pick up his check.

:) Janice

Orrin Smith

---

From: Janice Boone  
Sent: Tuesday, April 19, 2011 11:59 AM  
To: Orrin Smith  
Cc: Erin Lenn; Tony Gomillion; 'LBW'; 'Progressive Management'  
Subject: Recommendation: 6023 Hamilton Bridge Road NSP Project  
Importance: High  
Orrin:

This is to request that a recommendation be submitted to the BOCC to award the project to the lowest bidder:

**Mike Notes Builders, Inc. \$13,375**

Other respondents:  
Design Home Builders, Inc. \$14,440  
Gulf Coast Industrial Services, LLC Non-Responsive

*Janice Boone  
Santa Rosa County  
Housing Program Manager  
6051 Old Bagdad Hwy., Ste. 201  
Milton, FL 32583  
Bus: 850-981-7089  
Fax: 850-981-7099  
E-mail: [JaniceB@santarosa.fl.gov](mailto:JaniceB@santarosa.fl.gov)*

*In order to continue our effort for improved customer service, please complete this online survey at your convenience.*

*<http://www.santarosa.fl.gov/customerservice/index.html>*

**NOTICE: E-mail communications to or from Santa Rosa County employees are considered to be public records. Florida's public records law requires these communications be made available to the public and media upon request. (Florida Statutes, Chapter 119)**

**PROCUREMENT RECOMMENDATION**

1. **PRODUCT/SERVICE:** HOUSING REHABILITATION PROJECT LOCATED AT 4373 PINE VILLA CIRCLE, PACE

2. **RESPONSIBLE OFFICE:** PLANNING DEPARTMENT

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

Major repairs to dwelling.

4. **SCOPE OF WORK:**

Repairs to the dwelling includes but is not limited to replacement of vanity and sink, replacement of toilet, replacement of HVAC unit, and repair to interior and exterior of dwelling.

5. **BIDDERS AND PRICES:**

A. Mike Motes Builders	\$11,190.00
B. Design Home Builders	\$14,320.00
C. Gulf Coast Industrial Services, LLC	\$16,250.00

3

# 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: April 18, 2011

FROM: **Recreation Project 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>
Fund 107:	4010 – 581001	Aid to Other Governments	(\$ 75,000)
	4010 – 59100110	To Recreation Projects Fund	\$ 75,000
Fund 314:	2324 – 599001	Reserve for Contingencies	(\$ 75,000)
	2324 – 59100110	To Recreation Projects Fund	\$ 75,000
Fund 110:	110 – 38100012	From TDT Fund	\$ 75,000
	110 – 3810003	From Dist. 4 Recreation Fund	\$ 75,000
	2624 – 534001	Other Contracts	\$ 150,000

**State reason for this request:**

Funds the Navarre Beach Marine Sanctuary project equally from TDT Funds and District 4 Recreation Funds.

**Requested by: Joel Haniford/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2011-112

Budget Updated: \_\_\_\_\_ Allowed: \_\_\_\_\_ Forwarded: \_\_\_\_\_ Returned: \_\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_  
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: April 25, 2011

Approved: \_\_\_\_\_ Hold: \_\_\_\_\_ Withdrawn: \_\_\_\_\_ Comment: \_\_\_\_\_

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 28<sup>th</sup> day Of April, 2011.*

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK OF THE COURTS

4

# 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: April 18, 2011

FROM: **General 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:	9001 – 599001	Reserve for Contingencies	(\$ 19,777)
To:	0610 – 564001	Machinery & Equipment	\$ 13,900
	0610 – 568001	Intangible Assets-Software	\$ 5,877

**State reason for this request:**

Funds purchase of VOIP telephone system (\$13,900) and software (\$5,877) for the Libraries from Reserve for Contingencies in the General Fund. Savings over the next 2 years will more than offset the conversion cost.

**Requested by: Linda Hendrix/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2011-113

Budget Updated: \_\_\_\_\_ Allowed: \_\_\_\_\_ Forwarded: \_\_\_\_\_ Returned: \_\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_  
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: April 25, 2011

Approved: \_\_\_\_\_ Hold: \_\_\_\_\_ Withdrawn: \_\_\_\_\_ Comment: \_\_\_\_\_

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 28<sup>th</sup> day Of April, 2011.

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK OF THE COURTS

Diane Ebentheuer

2011-113

**From:** Joel Haniford  
**Sent:** Friday, April 15, 2011 3:56 PM  
**To:** Diane Ebentheuer  
**Subject:** Fw: Budget Modification  
FYI

**From:** DeVann Cook  
**Sent:** Friday, April 15, 2011 03:53 PM  
**To:** Joel Haniford  
**Cc:** Hunter Walker; Linda Hendrix  
**Subject:** Budget Modification

Joel,

I request the following modifications to the Library Department's Budget (0610):

- Add \$13,900.00 to line 564001
- Create Software line 568001 and add \$5877.00 to that line

These changes are for the purchase of our VOIP telephone system. The cost savings from the new system will exceed cost for the system.

 DeVann



5

# 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: April 18, 2011

FROM: **Recreation Project 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:	110 – 3990001	Cash Carry Forward	\$ 1,414
To:	2625 – 546001	Repair & Maintenance	\$ 1,414

**State reason for this request:**

Carries forward Dist. 5 funds to purchase and install cardio walker for Swenson Park from District 5 Recreation Funds.

**Requested by: Tammy Simmons/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2011-114

Budget Updated: \_\_\_\_\_ Allowed: \_\_\_\_\_ Forwarded: \_\_\_\_\_ Returned: \_\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_  
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: April 25, 2011

Approved: \_\_\_\_\_ Hold: \_\_\_\_\_ Withdrawn: \_\_\_\_\_ Comment: \_\_\_\_\_

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 28<sup>th</sup> day Of April, 2011.*

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK OF THE COURTS

Diane Ebentheuer

2011-114

**From:** Tammy Simmons  
**Sent:** Wednesday, April 13, 2011 11:08 AM  
**To:** Joel Haniford  
**Cc:** Diane Ebentheuer; 'Margaret Cunningham'  
**Subject:** FW: Cardio Walker quote

Need a budget amendment in the amount of \$1414 for a cardio walker to be located at Swenson Park  
 There is plenty of money in Dist 5 110 account.

**From:** Commissioner Lynchard  
**Sent:** Wednesday, April 13, 2011 11:04 AM  
**To:** Tammy Simmons  
**Subject:** RE: Cardio Walker quote

That looks good to me. Thanks.

Lane Lynchard  
 Santa Rosa County Commissioner, District 5  
 850-983-1877

Public Records Notice

Florida has a very broad public records law. Written communications to or from elected officials regarding official matters are public records available to the public and media upon request. Your e-mail and other communications are subject to public disclosure.

**From:** Tammy Simmons  
**Sent:** Wednesday, April 13, 2011 10:37 AM  
**To:** Commissioner Lynchard  
**Subject:** FW: Cardio Walker quote

Attached (Quote 6122 7270 pdf: \$843) is the price for the cardio walker Ms. Cunningham had requested for Swenson Park along with a quote from a local certified safety playground installer (Pitts' \$400). The total price is \$1413.42. Do you approve for a budget amendment?

Other Quotes I received on same product with freight and install. Install ranged from \$1200 to \$1508 for out of area installers

- J. A. Dawson \$2213.42
- Playmore \$2,622.50
- Site Horizons \$3855.76

**From:** Patrick Rice [mailto:PRice@jadawsonco.com]  
**Sent:** Wednesday, April 13, 2011 10:12 AM  
**To:** Tammy Simmons  
**Subject:** RE: Cardio Walker quote

No problem. Here is your revised quote.

Patrick D. Rice  
 Sales Administrator  
 J.A. Dawson & Co., Inc.  
 205-663-5058

-----Original Message-----

**From:** Tammy Simmons [mailto:TammyS@santarosa.fl.gov]

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# 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: April 18, 2011

FROM: **Tourist Development Tax 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:	107 - 3439001	Horizon/BP	\$ 1,230,473
To:	4010 - 548006	Promotional-BP Resource	\$ 1,230,473

**State reason for this request:**

Recognizes \$1,230,473 from BP (per Memorandum of Understanding Between BP Exploration & Production Inc. and Florida's Coastal Northwest Communications Council) and allocates for expenditure in Tourist Development Tax Fund.

**Requested by: Kate Wilkes/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2011-115

Budget Updated: \_\_\_\_\_ Allowed: \_\_\_\_\_ Forwarded: \_\_\_\_\_ Returned: \_\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_  
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: April 25, 2011

Approved: \_\_\_\_\_ Hold: \_\_\_\_\_ Withdrawn: \_\_\_\_\_ Comment: \_\_\_\_\_

**PASSED AND ADOPTED** by the Board of County Commissioners of Santa Rosa County, Florida on this 28<sup>th</sup> day Of April, 2011.

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK OF THE COURTS

		2011	15 days after MOU
<b>Total</b>			
Escambia	14.6% \$	4,384,830	1,461,610
* Santa Rosa	4.1% \$	* 1,230,473	410,157
Okaloosa	21.7% \$	6,506,015	2,168,671
Walton	26.7% \$	8,010,479	2,670,159
Bay	23.5% \$	7,039,975	2,346,658
Gulf	3.9% \$	1,161,534	387,178
Franklin	5.6% \$	1,666,693	555,564
<b>NW FL</b>	<b>100.0% \$</b>	<b>30,000,000</b>	

**Payment Schedule**

**15 days after MOU  
is signed**

	10,000,000
Jun-11	10,000,000
Sep-11	10,000,000

Jun-11	Sep-11
1,461,610	1,461,610
410,157	410,157
2,168,671	2,168,671
2,670,159	2,670,159
2,346,658	2,346,658
387,178	387,178
555,564	555,564

*Handwritten notes:*  
 10,000,000  
 5,000,000

Santa Rosa TDC  
Northwest Florida BP Plan  
Advertising/Marketing/Promotions/PR  
Spring/Summer 2011

Our strategy continues to include positioning Santa Rosa County *against other beach destinations* with key strengths:

- We are one of ten national seashores in the US.
- We are protecting our varied ecosystem
- We offer interdependent coastal and inland attractions
- We need our guests to return.

In light of the oil spill, these differentiators are still key:

- Our beach is adjacent to hundreds of thousands of acres of fun – coastal and inland.
- Our national seashore is an important example of the coast's broad relevance as a destination, a relevance which is being protected.
- Ecotourism is stronger than ever here, from Gulf Islands National Seashore to the new Zipline Adventures and a walk down the new Pier.

Critical target markets for oil spill and recovery messaging includes the following cities:

Baton Rouge, New Orleans, Shreveport, Birmingham, Mobile, Huntsville, Atlanta, Macon, Savannah, Memphis, Nashville, Chattanooga, Knoxville, Texas, Louisville, Little Rock, Greenville, Asheville, Charlotte, Florida Panhandle

Advertising funds would be utilized to fund the following tactics to promote Santa Rosa County and our beaches and rivers. The following tactics can be implemented immediately; each allows us to state specific and differentiated messaging within the wider message of Florida's broader message. For each tactic, our strategy includes a focus on bright photography with exceptionally beautiful, clear waters, skies and clean beaches, wetlands and rivers.

#### Tactics

The below methods of advertising, marketing and public relations will be necessary to maintain consumer awareness and drive travelers to our beaches, rivers, zip tours, zoo, pier, restaurants and attractions.

- *Regional Television/Radio Advertising - \$550,000*  
MDi to develop additional spots (:30 and :15) spots to run on cable stations in our key feeder markets.

The content of these destination specific ads would feature the unique landscape of Gulf Islands National Seashore, Navarre Beach, families enjoying the multi-generational experience of coastal and inland Santa Rosa County, Florida.

- *Digital/Internet Advertising/Eblast Newsletters - \$244,473*  
Specific ads and messaging will be targeted to geographic markets identified as primed to respond. Expand/change digital/banner ads to communicate that our beaches are open. MDi will work with SRTDC to maintain and upkeep new and existing Facebook and Twitter pages... along with blog casting, travel blog postings, etc – to increase SEO.
- *Print Advertising - \$100,000*  
Ads will be utilized in vacation guides and lifestyle publications in our key feeder markets.
- *Increased Regional/National Public Relations \$85,000*  
MDi's PR team to continue a variety of tactics including pitching positive story angles to local, regional and national media. This will also include two FAM trips – one in the spring and one in the fall.
- *Leads Generation piece – Vacation Guide - \$35,000*  
Santa Rosa TDC's Vacation Guide, which is used as their leads generation piece will be revised to follow the strategy above to address any concerns regarding oil or seafood. 40K copies printed. This will be mailed out to all inquiries and leads received by the TDC.
- *Account Management/Creative/Production Fees - \$66,000*  
MDi will use existing footage to re-edit the TV and produce new radio spots to include a message for Airline Markets vs Drive to Markets.

**Event:** National Sandcastle Sculpting Competition - \$150,000

**Description of Event:** Sandcastle competitions have a strong cult following around the world. World-renown artists will travel and show their skills at any participating

competition. A typical sandcastle competition will host 6 to 10 world-renown sculptors and local amateurs are also open to compete. There are several judging categories such as "professional", group, children, etc. The three-day event covers the sculpting and creating of the final presentation, with the final day being the judging and celebration of festivities. A Sponsor Village and vending area is also on-hand. A sand sculpting demonstration and special sculpture will be worked on throughout the week prior to the competition beginning on Friday.

**Demographics:** A wide range of people are attracted to a typical sandcastle competition. Families with young children are especially a big draw throughout the three days. College art students, engineers and other professionals compete in the amateur competition as well.

**Location/Space Requirements:** Each artist is given a 20x20 work space. Sponsor Village can be either on an adjacent parking lot or on the beach itself. A total space of approximately 1000 x 500 feet of space would adequate.

**Marketing:** Using our connections within the nation-wide sandcastle community, we will solicit participation from all over the region, as well as international sandcastle artists. Radio and print advertising will also be created to run at a minimum of two weeks prior to the clinics.

**Set-Up to Tear-Down:** We would need the beach area for a total of 6to 8 days

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# 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: April 20, 2011

FROM: **General 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:	001 – 33150081	Neighborhood Stabilization	\$ 15,334
To:	3301 – 51210	Regular Salaries	\$ 9,700
	3301 – 52210	Retirement	\$ 1,084
	3301 – 52310	H&A Insurance	\$ 3,420
	3301 – 551001	Office Supplies	\$ 875
	3301 – 554001	Books/Subscriptions	\$ 255

**State reason for this request:**

Recognizes Neighborhood Stabilization Program (NSP) funds received from Department of Community Affairs (DCA) and allocates for expenditures.

**Requested by: Janice Boone/s/**

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2011-116

Budget Updated: \_\_\_\_\_ Allowed: \_\_\_\_\_ Forwarded: \_\_\_\_\_ Returned: \_\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_  
BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: April 25, 2011

Approved: \_\_\_\_\_ Hold: \_\_\_\_\_ Withdrawn: \_\_\_\_\_ Comment: \_\_\_\_\_

*PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 28<sup>th</sup> day Of April, 2011.*

ATTESTED:

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK OF THE COURTS

2011-116

Budget Amendment Request:

4/20/2011

<b>FUND</b>	<b>104 Grants</b>		
<b>DEPT</b>	<b>789 Neighborhood Stabilization</b>		
Revenue Account:		<b>33150081</b>	
	Received 3/3/2011		15,333.75
		<b>Total</b>	<b><u>15,333.75</u></b>
TO:	General Fund		
	3301-51210	Regular Salaries	\$ 9,699.75
	3301-52110	FICA Taxes	\$ -
	3301-52310	H&A Insurance	\$ 3,420.00
	3301-554001	Subscriptions	\$ 255.00
	3301-551001	Office Supplies	\$ 875.00
	3301-564001	Machinery & Equipment	\$ -
	3301-52210	Retirement	\$ 1,084.00
		<b>Total</b>	<b><u>\$ 15,333.75</u></b>

Administration funds received from DCA for NSP Program administration.  
Request allocation to housing cost center.

Period: 11/16/2010 - 2/8/2011

Requested by:

Janice Boone  
Housing Program Mgr.