



# SANTA ROSA COUNTY BOARD OF COMMISSIONERS

Santa Rosa Administrative Offices  
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Milton, Florida 32570-4592



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

TONY GOMILLION, County Administrator  
ROY V. ANDREWS, County Attorney  
JAYNE BELL, OMB Director

## MEMORANDUM

**TO:** Board of Commissioners

**FROM:** Tony Gomillion, County Administrator

**DATE:** March 7, 2016

**SUBJECT:** **Beautification Efforts on Navarre Beach**

### DISCUSSION

Discussion of the beach beautification efforts on Navarre Beach.

### BACKGROUND

For a number of years the Navarre Beach Beautification Committee has taken the lead in initiating and maintaining numerous improvements to the Navarre Beach area. In the current 2015/16 tourist development budget, \$50,000 was adopted for Beach Beautification with an approximate balance of \$40,000 as of February 24, 2016.

The Beach Beautification Committee has an existing agreement with Valley Crest Landscape Maintenance for the Navarre Beach entrance identified as north of the bridge in the amount of \$2,044.00 per month (agreement attached). There are other ongoing efforts the Committee oversees like doggy bags and other maintenance items. As a result of the discussion with the Board at the previous meeting, this item is before the Board to provide staff guidance on the desired action.

### ACTIONS TO BE CONSIDERED

1. Determine the Board's desire related to continuing the current agreement with Valley Crest Landscape Maintenance until that time that the Highway 98 beautification is complete and a consolidated long term maintenance agreement can be determined.

**107 TOURIST DEVELOPMENT TAX**

**TOURIST DEVELOPMENT TAX REVENUE**

COUNT	DESCRIPTION	2012/2013	2013/2014	2014/2015		2015/2016 REVENUE @ 100%	2015/2016 REVENUE @ 95%
		ACTUAL Budget	ACTUAL Budget	ADOPTED Budget	1-May-15 Budget		
<b>INTERGOVERNMENTAL</b>							
343	9001 HORIZON/BP	392,800	491,000		459,300	0	0
	<b>TOTAL INTERGOVERNMENTAL</b>	<b>\$392,800</b>	<b>\$491,000</b>	<b>\$0</b>	<b>\$459,300</b>	<b>\$0</b>	<b>\$0</b>
<b>TAXES</b>							
312	1001 TOURIST DEV TAX (NB)	739,632	813,145	798,000	798,000	1,100,000	1,045,000
312	1002 TOURIST DEV TAX (SSRC)	266,371	296,373	289,275	289,275	375,000	356,250
312	1003 TOURIST DEV TAX (1%)		190,756				
312	1004 North SRC TOURIST TAX	198,360	225,528	205,391	205,391	250,000	237,500
312	1005 TOURIST DEV TAX (GB)	118,898	175,041	49,875	49,875	102,550	97,420
	<b>TOTAL TAXES</b>	<b>\$1,323,261</b>	<b>\$1,700,843</b>	<b>\$1,342,541</b>	<b>\$1,342,541</b>	<b>\$1,827,550</b>	<b>\$1,736,170</b>
<b>MISCELLANEOUS</b>							
361	000 INTEREST EARNED	3,661	1,385	4,000	4,000	2,002	1,900
369	003 REFUND PY EXPENSES	825	100,037	0	0		0
369	000 OTHER MISCELLANEOUS	14,630	44,104	0	0		0
	<b>TOTAL MISCELLANEOUS</b>	<b>\$19,116</b>	<b>\$145,526</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>\$2,002</b>	<b>\$1,900</b>
	<b>TOTAL REVENUE</b>	<b>\$1,735,177</b>	<b>\$2,337,369</b>	<b>\$1,346,541</b>	<b>\$1,805,841</b>	<b>\$1,829,552</b>	<b>\$1,738,070</b>
399	001 CASH CARRIED FORWARD	0	0	453,971	803,981		0
	<b>FUND TOTAL</b>	<b>\$1,735,177</b>	<b>\$2,337,369</b>	<b>\$1,800,512</b>	<b>\$2,609,822</b>	<b>\$1,829,552</b>	<b>\$1,738,070</b>

\$0

**4010 TOURIST DEVELOPMENT TAX EXPENDITURE**

	FY 2013	FY 2014	FY 2015	FY 2016
ECONOMIC DEVELOPMENT				
TOURIST DEVELOPMENT	0	0	3	3
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>3</b>

Function 550 - ECONOMIC ENVIRONMENT

ACCOUNT	DESCRIPTION	2012/2013 ACTUAL Budget	2013/2014 ACTUAL Budget	2014/2015		2015/2016 Recommend Budget	2015/2016 Adopted Budget
				ADOPTED Budget	1-May-15 Budget		
<b>PERSONNEL SERVICES</b>							
51210	REGULAR SALARIES	0	7,891	335,940	262,940	120,640	120,640
51310	OTHER SALARIES	0	592	2,000	8,000	2,000	2,000
	<b>SUBTOTAL - WAGES</b>	<b>\$0</b>	<b>\$8,483</b>	<b>\$337,940</b>	<b>\$270,940</b>	<b>\$122,640</b>	<b>\$122,640</b>
52110	FICA TAX - MATCHING	0	649	25,850	25,850	9,380	9,380
52210	RETIREMENT CONTRIBUTION	0	578	24,790	24,790	8,760	8,760
52310	H & A INSURANCE	0	3,084	28,010	28,010	28,840	28,840
52410	WORKER'S COMP. INS	0	0	910	910	330	330
	<b>TOTAL PERSONNEL SERVICES</b>	<b>\$0</b>	<b>\$12,794</b>	<b>\$417,500</b>	<b>\$350,500</b>	<b>\$169,950</b>	<b>\$169,950</b>

ACCOUNT	DESCRIPTION	2012/2013 ACTUAL Budget	2013/2014 ACTUAL Budget	2014/2015		2015/2016 Recommend Budget	2015/2016 Adopted Budget
				ADOPTED Budget	1-May-15 Budget		
<b>OPERATING EXPENSES</b>							
5340034	BEACH BEAUTIFICATION COMM.	0	56,898	50,000	55,500	50,000	50,000
534001	OTHER CONTRACT SERVICES	389,280	103,745	244,698	385,241	44,539	44,539
540001	TRAVEL & PER DIEM	651	2,880	4,000	30,000	30,000	30,000
541001	COMMUNICATIONS	3,370	2,595	4,200	12,000	18,000	18,000
542001	POSTAGE & FREIGHT	10,518	4,395	5,000	5,000	22,000	22,000
543001	UTILITY SERVICES	12,561	13,213	13,000	13,000	13,000	13,000
544001	RENTAL & LEASES	824	3,040	4,500	4,500	4,500	4,500
546001	REPAIR & MAINTENANCE	1,394	771	2,000	2,000	52,500	52,500
547001	PRINTING & BINDING	0	0	0	0	68,000	68,000
548001	PROMOTIONAL ACTIVITIES	480,391	464,987	600,000	600,000	700,000	700,000
548003	GULF BREEZE FUNDS	0	0	0	0	120,000	120,000
548006	PROMOTIONAL ACTIVITIES - BP	321,219	324,202	0	257,330	0	0
5490011	ADVERTISING	371	98	2,000	30,000	45,000	45,000
54900112	MARKETING	0	0	0	40,000	40,000	40,000
5490029	TAX (32%) TO ESCAMBIA COUNTY	60,000	60,000	60,000	60,000	60,000	60,000
551001	OFFICE SUPPLIES	1,039	816	2,000	7,000	7,000	7,000
552001	OPERATING SUPPLIES	528	33,083	500	1,000	2,000	2,000
554001	BOOKS/PUBS/SUBS	0	0	0	300	0	0
5540011	DUES & MEMBERSHIPS	1,316	3,012	2,000	10,000	13,000	13,000
5540012	EDUCATION & TRAINING	720	667	0	3,000	3,877	3,877
	<b>TOTAL OPERATING EXPENSES</b>	<b>\$1,284,182</b>	<b>\$1,074,402</b>	<b>\$993,898</b>	<b>\$1,515,871</b>	<b>\$1,293,416</b>	<b>\$1,293,416</b>

7-29-15

**PROPOSAL FOR  
LANDSCAPE MANAGEMENT SERVICES**

Owner/Client: Beach Beautification  
Client Address: 1492 Alabama Street  
Navarre Beach, FL 32566  
Job Name: Navarre Beach Entrance  
Job Location: Navarre Beach

We appreciate the opportunity to propose to you how ValleyCrest Landscape Maintenance, Inc., can continue to enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of your property with your service expectations and budget considerations. Giving careful consideration to the individuality of each landscape, ValleyCrest Landscape Maintenance, Inc., provides competitive pricing, which may include landscape maintenance, irrigation, tree care, and seasonal color programs. Our Proposal includes Scope of Work, Practical Specifications for Landscape Management and General Terms and Conditions. The General Terms and Conditions are attached as Exhibit "A" and fully incorporated herein by reference

An effective landscape management program is sustainable and provides value. We are confident that your property would benefit greatly from our efforts to create beauty in the appearance of your landscape while our operational efficiencies create value to your budget.

We hereby propose the following for your review:

**Exterior Landscape Management**

**Navarre Beach Entrance (North of Bridge) Pricing Effective October 1, 2015 – September 30, 2017**

Client's Initials	Service	Price Per Year	Price Per Month
	Base Management Price	\$12,588	\$1,049
	Chemspray Services	\$1,776	\$148
	Irrigation Audits (6 yearly)	\$588	\$49
	Palm Pruning (Does not include boot pruning or removal)	\$1,428	\$119
	Pinestraw Mulch (215 bales) 2 applications	\$3,012	\$251
	Seasonal Color (3 installs)	\$5,142	\$428.50
	<b>Total Base Landscape Maintenance</b>	<b>\$24,534</b>	<b>\$2,044.50</b>

**Additional Services**

**- Beach Side (South of Bridge)**

Client's Initials	Service	Price Per Occurrence	Price Per Year
	Pine Straw Application – 28 Islands (2 applications)	\$2,565	\$5,130
	Touch up pine straw application (2 applications)	\$575	\$1,150
	Trim shrubs / sea oats (6 visits)	\$580	\$3,480
	Re-glue stones that have shifted or fallen out of place (performed when servicing property)	\$5 per stone	Estimated \$500
	Pruning of 130 palms south of Navarre Bridge along Gulf Blvd. Does not include boot pruning or removal	\$2,600	\$2,600
	<b>Total:</b>		<b>\$12,860</b>

*Billing for additional services will be upon completion*

All the terms of this Landscape Management Agreement including Exhibit "A" hereto, are acknowledged and agreed to upon execution of the signature page at the end of Exhibit "A". This agreement shall be in effect for the period of 10-1-15 to 9-30-17. Unless terminated pursuant to Section III of the General Terms and Conditions at the expiration of the term, this agreement shall be automatically extended on a month to month basis.

The prices stated under this Agreement are binding unless Owner/Client fails to accept this agreement within 30 days from the date on which it was submitted by Contractor or unless the scope of services changes.

**PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT**

**I. Scope of Work:**

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

The scope of our services shall be based exclusively on those items approved and initialed on Page One (1) of our Proposal document.

## II. Lawn Care:

### A. Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety taking into account the season.

Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

### B. Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turfgrass.

### C. Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

### D. Insect control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. **These treatments do not include the prevention of fire ant infestation which is available at added cost.**

Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. **These treatments will be provided at additional cost.** Nematode control is available for some sports turf locations and will be quoted separately if required.

### E. Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St Augustine. The only control of these weeds is to treat infested turf with non selective products such as Roundup. **These treatments require the resodding which will be quoted at additional charge.**

## III. Ground Cover Area/ Shrub Areas:

### A. Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

### B. Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

C. Weed Control:

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

D. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

E. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

F. Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

G. Control of imported pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. **Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer..**

IV. Tree Care:

A. Pruning:

Height limitation for tree pruning covered in the specification is 12 feet. On trees over 12 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 12 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 12 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage.

B. Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

V. Mulched Areas:

Mulched areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build-up alternatives will be discussed with the client

VI. **Irrigation System:**

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments on other than regularly scheduled visits, a minimum charge of **\$45.00** emergency calls will apply.

VII. **Debris Cleanup:**

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes leaf fall pickup from parking areas, sidewalks, pools, etc.

**PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT  
ADDITIONAL SERVICES**

**Scope of Work**

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

The scope of our services shall be based exclusively on those items approved and initialed on Page One (1) of our Proposal document.

**I. *Shrub Bed Area***

**A. Mulching:**

Mulched beds will be replenished with a 2 inch depth of mulch. In those areas with excessive mulch build up, alternatives will be discussed with the client. Mulched beds will be top dressed with 1 - 2 inches of fresh mulch annually.

**II. *Palm Pruning***

**A. Fronde Removal:**

Dead or dying fronds should be removed. It is best to leave healthy fronds when possible. Remove fronds that are less than 45°. When pruning is finished, the palm fronds remaining should droop over enough to reach a horizontal plane. Palm pruning does not include the removal of boots. This service can be provided at an additional expense.

**II. *Annual Color***

**A. Installation:**

Install annual color beds with the specified variety, size, spacing, and frequency. Clean beds and thoroughly prepare soil prior to planting.

**B. Fertilization:**

Apply appropriate fertilizer at a rate and frequency needed to promote plant vigor and flowering.

**C. Weeding:**

Control weeds by chemical means where effective, otherwise remove by hand.

**D. Fungicide:**

Apply recommended, legally-approved fungicides to control disease causing damage to annual color area.

**E. Pesticide:**

Apply recommended, legally-approved pesticides to control insects causing damage to annual color area.

**F. Weed Control:**

Pre-emerged: This type of control should be used only if a known weed problem warrants its use. The chosen chemical will be recommended and legally approved for the specific weed problem.

# EXHIBIT A

## GENERAL TERMS AND CONDITIONS

### I. Contractor Responsibility

The contractor shall recognize and perform in accordance with the written terms, specifications and drawings, contained or referred to herein. Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

- Work Force

All employees shall be competent and qualified, and shall be U.S. citizens or legal residents, and authorized to work in the United States.

- Materials

All materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.

- Product Control & Pest Control

Contractor shall be responsible for selecting control materials from a list of products approved for specific use by the US Environmental Protection Agency and affirmed for that use by the appropriate State or Tribal Government. Control products are approved on crop (plant species) and site (Residential Sports or Golf) specific bases. As for any uncontrollable pest, where no effective product has been discovered and approved for the specific plant and site use, or where approval of effective control products have been cancelled by regulating authorities, the Contractor will not be accountable for the control or repair of any damage associated with the uncontrollable pest. Furthermore, where new pest problems develop that are not controllable by the reasonable legal use of available approved pest control materials, the Contractor will not be responsible for control or repair of damage caused by such uncontrollable pests.

- Bio-Hazards

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps (needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

- License and Permits  
Contractor to maintain a Landscape Contractor's license, if so required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes  
Contractor agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.
- Insurance  
Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Owner/Client.
- Liability  
It is understood and agreed that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, its agents or employees.
- Subcontracts  
Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Invoicing  
Contractor will submit monthly service invoices for the amount set forth under the prices and terms shown in Section III of this Agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be separately billed.

## II. Owners/Client Responsibility

- Utilities  
All utilities shall be provided by the Owner/Client.
- Access to Jobsite  
Owner/Client shall furnish access to all parts of jobsite where Contractor is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after hours emergencies.
- Payment  
Owner/Client shall review invoices submitted by Contractor and payment shall be due 15 days following the date of the invoice and delinquent if not paid by that date. Contractor may cancel Agreement by giving 10 business days written notice for nonpayment, after the payment is delinquent.
- Notice of Defect  
Owner/Client shall give Contractor at least 10 business days written notice to correct any problem or defect discovered in the performance of the work required under this

Agreement. Contractor will not accept any deduction or offset unless such written notice is given and Contractor agrees to the offset.

### III. Other Terms:

#### - Drought

Drought in the recent growing seasons coupled with changes in insect species and control products available for use has made guaranteed insect control more difficult and more dependent on timely and consistent irrigations.

The Contractor will notify the Owner/Client representative in writing if either or both of the conditions listed below have not been met.

The two (2) following irrigation conditions are required by the Owner/Client:

1. Irrigation is made available at the time of treatment to water the lawn as directed on the product label. (State regulations supersede local water restrictions and allow for the irrigation to comply with label recommendation even at times and on days when local regulation prohibits irrigation.)
2. Sufficient and suitable irrigation water is available on a timely basis to prevent drought damage of turfgrasses. Deficiencies arising from any of the following conditions are grounds to terminate any plant replacement:
  - a. Water bans created by state or local rules.
  - b. Failure of irrigation systems beyond Contractor's Control
  - c. Failure of Owner/Clients or homeowners to maintain irrigation systems in effective working condition.
  - d. Refusal to irrigate for needs of plants.
  - e. Power failures beyond Contractor's control.
  - f. Unavailability of sufficient and suitable water for irrigation of any reason.

#### - Assignment

The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other party.

#### - Termination

This agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. This agreement may be terminated by the Owner/Client for non-performance by Contractor, upon thirty (30) days written notice. This agreement may be terminated by Contractor for non-payment by Owner/Client, upon ten (10) business days written notice as stated above. Either party shall be entitled to cure any deficiencies of performance or payment within ten (10) business days of being notified of deficiency(s). If the Owner/Client makes a payment in full

within ten (10) business days of receipt of the written notice, the grounds for termination shall be deemed cured. If Contractor corrects the deficiency identified in the written notice within ten (10) business days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within ten (10) business days and the Contractor commences a good faith effort to correct the deficiency within ten (10) business days of receipt of notice, the grounds for the termination shall be deemed cured.

- Payment

All labor necessary to accomplish the work outlined in this agreement shall be provided for the sum of Twenty Four Thousand Five Hundred Thirty Four Dollars (\$24,534) per year payable in 12 monthly installments of \$2,044.50. Billing will begin October 1, 2015 and ending September 30, 2017. Unless terminated pursuant to Section III of the General Terms and Conditions, at the expiration of the initial term, this Agreement shall be automatically extended on a month to month basis.

You will receive your first invoice within 30 days of our service commencement date, and can expect to receive them monthly thereafter by the 10th of each month. All billings are due and payable 15 days following the date of the invoice. A service charge of 1.5% per month will be added to all balances not paid within 30 days of invoice. This represents an annual rate of 18%. Should it become necessary for ValleyCrest Landscape Maintenance to pursue collections of outstanding invoices, Beach Beautification, agrees to pay attorney's fees, court costs, interest and all expenses incurred in said collections.

For the convenience of Owner/Client only, the monthly charge under this agreement is an average of the total charge for all work to be performed under the agreement divided by the number of calendar months included in the payment period of the agreement. In the event this agreement is terminated early by either party, the Contractor shall be entitled to recover his unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Owner/Client through the date of termination. This is because substantial portions of the work for the year, may be performed in the early months of each year of the agreement including potentially significant mobilization costs in start-up and the cost of the work will not be fully recovered by the Contractor until all monthly payments under the agreement have been received.

I have read, understand and agree to the foregoing agreement, including the general terms and conditions, and hereby accept it on behalf of the Owner/Client.

**Client Approval**

Client/Owner:

Beach Beautification  
1492 ~~Alabama~~ *Beckmans* Street  
Navarre Beach, FL 32566

Contractor:

ValleyCrest Landscape Maintenance, Inc.  
148 Shannon Lane  
Santa Rosa Beach, FL 32459

By:

*[Handwritten Signature]*  
\_\_\_\_\_  
*John F. Lewis*  
Print Name & Title

Signature

By:

*[Handwritten Signature]*  
\_\_\_\_\_  
*Charles Bland*  
VCLM Branch Manager

Signature

VCLM Branch Manager

Date:

*1-10-2015*

Date:

*10-1-15*

End