

Tourist Development

1. Discussion of the Tough Mudder Special Events Permit Application/Hold Harmless Agreement/Certificate of Liability Insurance/Traffic Operations – Parking Overview for April 9 & 10, 2016 at Ates Ranch in Milton.
2. Discussion of the Santa Rosa County Tourist Development Council Board of Directors recommendation to hire RUF Strategic Solutions to conduct a Connex Consumer Profile of Santa Rosa County Visitors in the amount of \$10,000.
3. Discussion of Presentation from the Navarre Beach Beautification Committee.



Santa Rosa County Tourist Development Council
8543 Navarre Parkway • Navarre, FL 32566
phone: 850.939.8666 – fax: 850.939.0185
web: floridaisplayground.com



Economic Development 1



To: Santa Rosa County Board of County Commissioners
From: Nicole Dees, Tourist Development Specialist
Through: Julie Morgan, Tourist Development Director
Subject: Tough Mudder Specials Events Permit Application
Date: February 17, 2016

Recommendation

That the Board of County Commissioners consider approval of Special Events Permit Application from Tina Fekula with Tough Mudder to conduct a 10-12 mile military style obstacle course challenge at the Ates Ranch in Milton, FL on April 9 and 10, 2016.

The applicant is requesting a variance to county code to allow alcohol sales on Sunday, April 10, 2016.

Background

- This will be the 2nd year Tough Mudder has held this event in Santa Rosa County. Last year it brought in approximating 14,646 people that participated, spectated and worked the event in total.
- The proposed event is a military style obstacle course challenge with an anticipated registered participant attendance of 10,000 people and 8,000 more to include spectators, staff and volunteers.
- Participants will encounter approximately 20 obstacles on the course and it is designed to test participant's overall stamina, mental grit, toughness and teamwork.

Next Steps:

If approved by the Board of County Commissioners, staff will work with Tina Fekula at Tough Mudder to finalize arrangements for the event.





Santa Rosa County Board of County Commissioners • Tourism Development Office

8543 Navarre Parkway • Navarre, FL 32566

Phone: (850) 981-8900 Fax: (850) 981-8903

tdo@santarosa.fl.gov

Special Event Permit Application

Instructions: To process an application, all pages must be filled out completely and submitted with payment. You may obtain department approvals by phone, email, or in person. For questions about requirements, fees, or the application process contact the Tourism Development Office.

EVENT INFORMATION (PLEASE CHECK ALL THAT APPLY)

- CONCERT, PARK FESTIVAL, SALE/MARKET, RUN/WALK, FUNDRAISER, PARADE/PROCESSION, SPORTS EVENT, FISHING EVENT, PRIVATE EVENT, PUBLIC EVENT, OTHER

Event Name: Tough Mudder

Event Location: Ates Ranch Date(s) of Event: 4/9/16 & 4/10/16 to 4/10/16

Time of Event: Day 1 7am to 7pm Day 2 8am to 7pm Day 3 5 to 7pm

Set Up Date: 4/4/16 Set Up Time: 8am Breakdown Date: 4/11/16 Breakdown Time: 8am

Will an admission fee be charged? YES Admission Fee: \$20-\$200

Estimated Attendance: 5000/per day

Brief description of event:

Tough Mudder is a 10-12 mile military style obstacle course challenge. Participants will encounter approximately 20 obstacles on the course and it is designed to test participant's overall stamina, mental grit, toughness and teamwork. The event will be held on April 9th and April 10th in Milton, FL.

APPLICANT & EVENT ORGANIZER INFORMATION

- INDIVIDUAL, NOT-FOR PROFIT, FOR PROFIT, CHARITY, CHURCH, OTHER

Name of Organization: Tough Mudder

Address: 15 Metrotech 7th Floor City: Brooklyn State: NY Zip: 11201

Phone: 203-770-4789 Email: tina.fekula@toughmudder.com

Point of Contact: Tina Fekula

Special Event Permit

Below are questions about the event. Please answer all questions and attach additional documents, if necessary, to the application.

Note: If your event will attract less than 1,000 people per day, will not require reservation of county property other than a pavilion, community center, or auditorium, and will not involve the sale or consumption of alcohol, this Special Events Permit is not required. Applications to reserve the facilities described above can be found online at www.santarosa.fl.gov.

Do any of the following apply to your event? Check all that apply.

- Attendance of 1000+ people per day on public or private property? *Agritourism events on private property do not require this application.*
- Event located on public property or a county park?
- Alcohol use on county property?
- Alcohol use on public or private property at times or locations not otherwise allowed by county ordinance?

If the answer to any of the above is yes, your application must be approved by the Board of County Commissioners at a public meeting.

Does your event require the use of:

- County park pavilion?
- County-owned community center?
- County Auditorium?

Will restroom facilities be available on site?

YES NO

If yes, describe 40 portable toilets, 4 portable hand was stations (per Herman Davies)

Will there be amplified sound?

YES NO

If yes, times requested 7am to 7pm

Will food or non/alcoholic beverages be sold or given away?

YES NO

Will food be cooked at the event?

Will an admission fee be charged?

YES NO

Will alcohol be sold or given away? If yes, attach liquor liability insurance.

YES NO

Will there be fireworks? If yes, a pyrotechnics plan must be attached. Will unimproved or off-site lots be used for parking?

YES NO
 YES NO

If yes, a parking plan must be attached.

Will a county park be utilized? If yes, attach park rental agreement.

YES NO

Will vendors be selling merchandise, food, or wares? If yes, attach vendor information form.

YES NO

Will tents larger than 400 sq. ft. or multiple tents be erected? If yes, attach tent permit.

YES NO

Will an EMT be on site?

YES NO

Will stages be erected?

YES NO

Will your event be using State Roads? If yes, an MOT is required 60 days prior to your event.

YES NO

Will you be submitting a local event/marketing grant application for your event?

YES NO

If so, contact Nicole Dees at NicoleD@santarosa.fl.gov

Additional Required Documents

Below are documents that are required to be submitted with the application. Applications will be considered incomplete without these documents. For additional information about these documents please contact the special event office.

- Event Site Map or Race Route Map:** Event organizers must provide a **site map** with vendor locations, porta potties, run/walk route, etc.
- Insurance Certificate** **FL Division of Corp Annual Report** **Tent Permit**
- Tax Exempt Certificate and/or 501(c)3 Documentation if the entity is claiming tax exempt and/or non-profit status.**

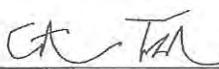
County Approval Form

Event organizers must receive approval from applicable departments below. Read the field of expertise to determine which applies to the event. When emailing staff please copy the special events coordinator assigned to the event.

Department & Representative	Contact Information	Field of Expertise	Contact Method	Approval Received
Sheriff's Office Sergeant Rich Aloy RAloy@SRSO.net Cell 850-485-7084	5755 East Milton Rd Milton, FL 32583 Office 850-983-1225	Street Closures; Traffic & Safety Plans; Event Site Maps; Parade Routes; Run/Walk/Bicycle Routes; Security	<input checked="" type="checkbox"/> EMAIL <input type="checkbox"/> PHONE <input type="checkbox"/> IN PERSON	February, <u>12</u> Month Day
Emergency Management Tom Lloyd, Operations Chief TomL@santarosa.fl.gov Cell 850-698-7401	4499 Pine Forest Rd Milton, FL 32583 Office 850-983-4608	Fire Lane; Fire Truck; Outdoor Cooking / Grilling; Flame Activities; EMT Requirements	<input checked="" type="checkbox"/> EMAIL <input checked="" type="checkbox"/> PHONE <input type="checkbox"/> IN PERSON	Feb, <u>12</u> Month Day
Tourist Development Office Nicole Dees NicoleD@santarosa.fl.gov	8543 Navarre Pkwy. Navarre, FL 32566 Office 850-981-8900 Fax 850-981-8903	Tourism promotion	<input type="checkbox"/> EMAIL <input type="checkbox"/> PHONE <input type="checkbox"/> IN PERSON	NA, _____ Month Day
Risk Management Melissa Lloyd, Risk Manager melissal@santarosa.fl.gov	6495 Caroline Street, Suite 1 Milton, FL 32570 Office 850-983-1863	Insurance Requirements; Alcohol Insurance; Live Animal Insurance; Liability Risks	<input type="checkbox"/> EMAIL <input type="checkbox"/> PHONE <input type="checkbox"/> IN PERSON	NA, _____ Month Day
Development Services Tambre Lee or Amber Aaron tambrel@santarosa.fl.gov	6051 Old Bagdad Hwy. Milton, FL 32583 Office 850-981-7000	Permits for Large Tents, Stages & Platforms	<input checked="" type="checkbox"/> EMAIL <input type="checkbox"/> PHONE <input type="checkbox"/> IN PERSON	Feb, <u>11</u> Month Day
Parks Tammy Simmons tammys@santarosa.fl.gov	6075 Old Bagdad Hwy. Milton, FL 32583 850-983-1858 Phone 850-623-1331 Fax	Park Rentals	<input type="checkbox"/> EMAIL <input type="checkbox"/> PHONE <input type="checkbox"/> IN PERSON	NA, _____ Month Day
Navarre Beach Sonja Lusk SonjaL@santarosa.fl.gov	1411 Utility Dr. Navarre, FL 32561 850-981-8888	Navarre Beach pavilion rentals	<input type="checkbox"/> EMAIL <input type="checkbox"/> PHONE <input type="checkbox"/> IN PERSON	NA, _____ Month Day
Health Department Herman Davies, Environmental Supervisor II herman.davies@flhealth.gov	P.O. Box 929 Milton, FL 32570 850-983-5200 x318 Fax: 850-983-5278	Portable toilet requirements	<input checked="" type="checkbox"/> EMAIL <input type="checkbox"/> PHONE <input type="checkbox"/> IN PERSON	Feb, <u>2</u> Month Day

I am aware of the rules and regulations as they pertain to special events and agree to abide by these rules and regulations. I understand that the event must adhere to all Santa Rosa County ordinances. I am duly authorized by the organization to submit this application on its behalf and agree to be financially responsible for any fees and costs that may be incurred by or on behalf of the event in Santa Rosa County. I certify that the information that I have provided on this application is true and to best of my knowledge. If the event details change, I agree to submit a revised application or provide additional information in writing at least 10 days prior to the event.

Name (please print): Tina Fekula

Signature: 

Date: 2/10/16

TOU D HARMLESS AGREEMENT

For and in consideration of having been granted permission by Santa Rosa County to hold a Special Event within the Santa Rosa County limits, the undersigned hereby agrees on behalf of the organization, to indemnify and hold harmless the county of Santa Rosa, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this permitted activity.

The undersigned also agrees to protect and hold harmless the county of Santa Rosa, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses, present, past or future which may be asserted by this organization, or any member of this organization, or any participant of third party arising out of or occurring in connection with this permitted event.

By the signature to this document the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms.

In witness whereof I have here unto set my hand and seal this 10 day of February in 2016.

Name of Special Event Tough Mudder

Date(s) of Special Event April 9th & 10th, 2016

Notary Signature

Tough Mudder

Name of Organization

Tina Fekula

Printed Name

(STAMP)

Signature of Legally Authorized Representative

Operations Manager

Title

OUTDOOR CLEAN-UP FORM

It is understood that clean-up will be performed immediately following the event. Clean-up includes but is not limited to the removal of all garbage, signs, banners, tents, and traffic control devices (i.e. cones, barrels, signs, barricades, and changeable message signs) from the event area, public right-of-way, and/or county property.

Event Name: Tough Mudder

Date(s) of Event: 4/9/16 & 4/10/16

Event Location: Ates Ranch

Method of Clean Up: Self Clean Up Volunteers (describe)

We will hire temporary labor to ensure that all trash is removed from the property and any impacted surrounding areas.

If performing self clean up or using volunteers contact information must be provided for the person in charge of overseeing the clean up.

Contact Name: Kylee Haggerty

Contact Phone Number: 610-704-7042

Tina Fekula

Printed Name

2/10/16

Date



Signature—Responsible Party

Please Read and Initial Below - Park Rental Rules and Guidelines

Initial _____

TF User agrees to provide full cleanup and accomplish reasonable cleanup of the rented park area utilized. This cleanup operation shall be completed by 12:00 noon on the day following the event unless another event is scheduled in the park (then cleanup must be completed directly following User's event). If trash receptacles provided by the county are full, User agrees to dispose of refuse/trash. If the User fails to remove all trash/refuse from the event site, the User will be billed for all fees incurred Santa Rosa County to remove said trash/refuse from the site.

TF User shall be liable for any and all damage done to the property covered by this agreement located in and on the rented park area, regardless of who causes such damage or how such damage is caused, during the period of use contained in this agreement. Further, User shall agree to defend, indemnify and hold-harmless the county, its officials, employees, and representatives for any and all claims caused by or arising out of, in whole or in part, the activities permitted by this agreement.

TF I hereby attest that the information contained in this contract is true and correct. I agree: (1) if any of the information contained in the contract is found to be false; or (2) should my conduct, or the conduct of any participants or guests not be described in the contract; or (3) should any applicable county, state or federal rules, regulations, codes or laws be violated, this contract shall automatically become null and void and any activity associated with this reservation will immediately cease. If the event has not taken place, the contract will be cancelled.

Print Name	Tina Fekula
Sign Name	<i>Tina Fekula</i>
Date	2/10/16

Additional Documents from Applicant

If this park is being rented by a tax exempt or non-profit organizations the following documents must be submitted with this application.

501(c)3 Documentation YES NO - Tax Exempt Certificate YES NO

Questions

Will tents larger than 400 sq. ft. or multiple tents be erected at event? YES NO - Will stages be erected at event? YES NO - Will animals/pets be allowed at event? YES NO - Will alcoholic beverages be sold or given away at event? YES NO - Will food or beverages be sold or given away at event? YES NO - Will there be amplified sound? YES NO - Will food be cooked at the event? YES NO - Will you require use of utilities on-site (water, electricity)? YES NO - Which? WATER ELECTRICITY

Provide additional information for all YES answers marked on this agreement.

Tents: (2) 40x40 tents, (1) 10x90 tent, (1) 20x40 tent to be erected
Alcohol: Santa Rosa County Fair Association to hold permit + serve alcohol at event. Only beer will be served.
Food: Food vendors ~~to be~~ to be determined, but likely food trucks, will serve food at the event.
Electricity: Will come from generators, mainly 2.5kw with one 20kw generator.

OFFICE USE ONLY

Agreement Received - Date: _____

Fee Paid - YES NO CASH CHECK CHARGE Amount: _____ Receipt #: _____

Additional Documents Received (if applicable) 501(C)3 TAX EXEMPT CERTIFICATE INSURANCE CERTIFICATE TENT PERMIT SPECIAL EVENT PERMIT APPLICATION OFFSITE PARKING PLAN

County Representative Signature: _____ Date: 2/10/16

Application Due Dates

- A completed Special Events permit application is due to the Special Events office at a minimum of 60 days prior to the event date. Applications submitted after the deadline may be subject to denial of permit.
-

Cancellation Policy

- No permit fees will be refunded if the event is cancelled before or after the scheduled event date.
 - Although permit fees are non-refundable, if an event is cancelled due to inclement weather, the permit fee can be credited towards an alternate date. Event organizers must be in touch with the Special Event Office before the scheduled event date or no more than three business days following the scheduled event date to reschedule. The alternate date must be within eight months of the original scheduled event date.
-

ADA Accessibility Guidelines

- Event Organizers must make the event accessible to people with disabilities to the greatest extent possible in compliance with the requirements of the Americans with Disabilities Act (ADA). If the event calls for portable restroom facilities, 5% of the total number of portable restroom units and at least one in each grouping of units must be accessible to persons with disabilities.
 - Accessible parking must be provided for persons with disabilities. Depending on the location, county-designated accessible parking lots must be utilized for accessible parking for the event. Information regarding accessible parking locations should be included as part of the event advertising and clearly marked at the event site. At a minimum, all event personnel and volunteers should be aware of the locations of accessible parking to direct persons with disabilities and handicap tags to the appropriate parking areas.
-

Use of State Roads

- Any event that requires the use of a state road must complete the appropriate paperwork and submit it to the Special Events office at a minimum of thirty (30) days prior to the event date.

In General:

The Event Organizer/Applicant is required to provide liability insurance with coverage limits that depend upon the size, scope and location of the event. The insurance policy must include coverage for all Event Organizer/Applicant approved event activities, including those activities being provided by third party vendors. The policy must be for the dates of the event, including set-up and take-down days. Liquor Liability Insurance (if alcohol is sold) or Host Liquor Liability Insurance (if alcohol is given away) must be provided if alcohol is to be present at the event.

Insurance Requirements:

No proof of insurance will be required for a group or organization using a Santa Rosa County facility for a meeting if all of the following criteria is met:

- There is no charge to attend or participate
- There are no sales or solicitation for sales
- There are no display booths
- No alcohol is served
- No animals (livestock, reptiles, etc.) are present
- No large or dangerous equipment is present or used

Insurance Limits:

Minimum limits for event liability insurance are \$300,000 per occurrence and in the aggregate. However, most events will require minimum limits of \$1,000,000 per occurrence and in the aggregate depending upon the scope of the event. The minimum limit for Liquor or Host Liquor Liability Insurance is \$1,000,000 each common cause and in the aggregate.

Additional Insured Status:

Santa Rosa County must be listed as an additional insured on all insurance coverage. Other additional insured entities may be required, depending on the scope or location of the event.

Certificate of Insurance:

A certificate of insurance evidencing the required insurance should be sent a minimum of 10 days prior to the event.

The certificate may emailed to melissal@santarosa.fl.gov.

The certificate holder should read:

Santa Rosa County
Risk Management
6495 Caroline Street, Suite I
Milton, FL 32570

County Code

In the event of any conflict between any provision of this summary document and County Code, the County Code takes precedence.

Pet Friendly Events, Large Banners, Stages, etc.

Coverage must be provided for all activities associated with the event.

Questions?

Please contact Santa Rosa County Risk Management at 850-983-1863 with any questions. Feel free to have your insurance company contact Risk Management directly regarding your event if you prefer.

FEE SCHEDULE

Required Fee

Amount

tent permit

\$ 85.00

HOLD HARMLESS AGREEMENT

For and in consideration of having been granted permission by Santa Rosa County to hold a Special Event within the Santa Rosa County limits, the undersigned hereby agrees on behalf of the organization, to indemnify and hold harmless the county of Santa Rosa, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this permitted activity.

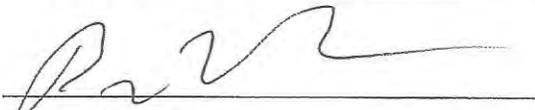
The undersigned also agrees to protect and hold harmless the county of Santa Rosa, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses, present, past or future which may be asserted by this organization, or any member of this organization, or any participant of third party arising out of or occurring in connection with this permitted event.

By the signature to this document the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms.

In witness whereof I have here unto set my hand and seal this 16 day of February in 20 16.

Name of Special Event Tough Mudder Gulf Coast

Date(s) of Special Event April 9 + 10 2016



Notary Signature

BRIAN VON ANCKEN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02VO6292130
Qualified in Kings County
My Commission Expires October 28, 2017

Tough Mudder

Name of Organization

Barry Shaw

Printed Name



Signature of Legally Authorized Representative

Director of Operations

Title

(STAMP)

2007 Florida Statutes, 713.135(6) Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

Time limitation of application: An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the day of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extensions shall be requested in writing and justifiable cause demonstrated.



Development Services

6051 Old Bagdad Highway, Suite 202

Milton, FL 32583

Phone: 850-981-7000

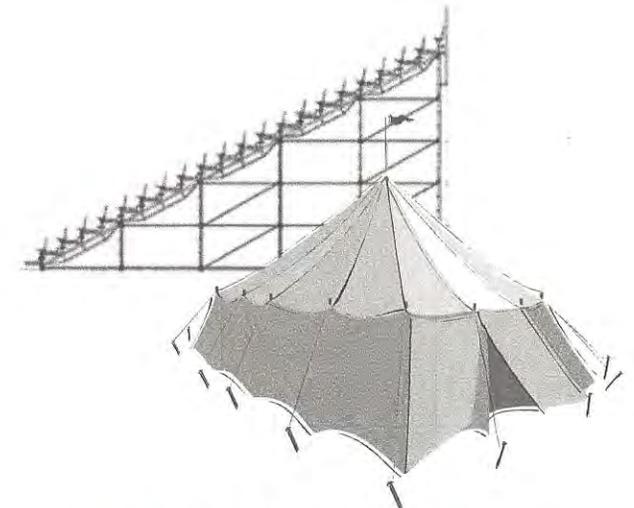
www.santarosa.fl.gov

Division of Community Planning, Zoning and Development

Fax: 850-983-9874

Building Inspection and Code Compliance

Fax: 850-623-1208



ONE TEAM, ONE GOAL, ONE MISSION

Revised: August, 2011

Property Information

Property Owner: Ates Family

Job Address: 6110 Jeff Ates Road

Parcel Number: _____

City: Milton Zip: 32583

Owner Phone Number: 850-712-8788

Owner E-mail: gotuffygo@yahoo.com

Mailing Address for Property Owner: 6110 Jeff Ates Road

City: Milton State: Florida Zip: 32583

Driving Directions to Site From Public Service Complex (6051 Old Bagdad Hwy, Milton): _____

Head west on Old Bagdad Hwy toward Spikes Way 135 ft Sharp right onto US-90 E/Caroline St Continue to follow US-90 E 7.9 mi Turn left onto Jeff Ates Rd Destination will be on the right

Job Information

- Membrane Structure
- Tent/Canopy
- Grand Stands
- Special Seating

Installation Date 4/1/16

Removal Date 4/11/16

Occupancy Classification and/or Intended Use:

Special Event

Special Conditions for tents, canopies and membrane structures: Such structures greater than four hundred (400) square feet must obtain a permit. Such structures four hundred (400) square feet or less do not require a permit but must abide by the same regulations as those requiring permits. Permits for such structures shall be limited to thirty (30) calendar days in a six (6) month period. Failure to remove such structures upon expiration of the thirty (30) day period shall constitute a code violation.

Documentation required with submittal:

- 1) Notarized Authorization from property owner or manager.
- 2) Site plan indicating location of the tent or seating structure, showing all surrounding structures. For tents, canopies and membrane structures, a 25 foot setback shall be maintained from all property lines and adequate parking and traffic circulation shall be provided as demonstrated on the site plan.
- 3) Certificate of flame resistance from an approved testing laboratory.

Electrical Permit is required for electrical work.

SPECIAL EVENT

Applicant

Applicant: Tina Fekula / Tough Mudder

Signature of Applicant: _____

Phone #: CK TA

Email Address: tina.fekula@toughmudder.com

Mailing Address: 15 Metrotech 7th Floor

City: Brooklyn State: NY Zip: 11201

Inspection Requirements:

- 1) Approved "No Smoking" signs must be posted.
- 2) Minimum of two (2) exits shall be provided and clearly marked.
- 3) Minimum number and type of fire extinguishers designated by the Fire Official and will remain clear at all times.

Permit #: _____

For Office Use

Application #: _____

Zoning Approval: _____

Zoning Approval: _____

Building Occupancy: _____

Approved By: _____

Written By: _____

Issued Date: _____

IN WITNESS WHEREOF, the parties have executed this Event Agreement as of the day and year first hereinabove written.

Signed by Mr. and Mrs. Jeff Ates III

Jeff Ates III
Mrs. Jodi Ates

Signed by Mr. and Mrs. William Timlin

William Timlin
Mrs. Anna Matlock

Signed by Mr. and Mrs. Allen Lindsay

Allen Lindsay
Mrs. Jayme Minchew

Signed by Miss Jayme Minchew

Signed by Mr. and Mrs. Jeff Ates IV

Jeff Ates IV
Mrs. Jodi Ates

Signed by Mrs. Jodi (Ates) Hoodless

Jodi Ates Hoodless

Signed by Mr. Allen Ates

Allen Ates

for and on behalf of
ATES RANCH

Signed by SARAH HARVEY
for and on behalf of
TOUGH MUDDER EVENT PRODUCTION INC.

) *S. Harvey*
) COO
)

EVENT AGREEMENT

<p>Mr. and Mrs. Jeff Ates III Mr. and Mrs. William Timlin Mr. and Mrs. Allen Lindsay Miss Jayne Minchew Mr. and Mrs. Jeff Ates IV Mrs. Jodi (Ates) Hoodless Mr. Allen Ates ("Venue")</p>	<p>Location: 6110 Jeff Ates Road, Milton, FL 32583</p> <p>Contact: Kyle S. Holley 850-623-4507 kyle@unitedwaysrc.org</p>
<p>TOUGH MUDDER EVENT PRODUCTION INCORPORATED ("Tough Mudder")</p>	<p>Type of Entity: Delaware limited liability corporation</p> <p>Office Location: 15 Metrotech Center - 7th Floor Brooklyn NY 11201</p> <p>Contact: Andrew Sigal 718-285-0393 andrew.sigal@toughmudder.com</p>
<p>Date of Event Agreement</p>	<p>November 12, 2015</p>
<p>Date(s) of Event</p>	<p>April 9 - 10, 2016</p>
<p>Type of Event</p>	<p>Tough Mudder</p>
<p>Term</p>	<p>This Event Agreement shall commence on the Date of Event Agreement and shall continue until ten (10) days after the conclusion of the Event.</p>
<p>Terms of Event Agreement</p> <p>Venue is the legal owner and operator of the real estate located at 6110 Jeff Ates Road, Milton, FL 32583 (the "Property"), which consists of, amongst other things, five hundred and seventy five (575) acres of creeks, rivers, ponds, woodlands, trails and hunting meadows.</p> <p>Tough Mudder is a company that markets, organizes, and conducts events.</p> <p>Tough Mudder and Venue agree that Tough Mudder may have an event (the "Event") at the Property utilizing amongst other things, the Property's creeks, rivers, ponds, woodlands, trails and hunting meadows and other amenities on aforementioned Date(s) of Event.</p> <p>This Event Agreement is subject to the terms and conditions contained in the Venue Agreement between the parties, dated July 18th, 2013.</p>	

SIGNATURES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

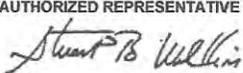
PRODUCER BWD Group LLC 45 Executive Drive Plainview NY 11803-9001	CONTACT NAME: PHONE (A/C, No, Ext): 516-327-2700 FAX (A/C, No): 516-327-2800 E-MAIL ADDRESS:															
	INSURED Tough Mudder Inc. 15 MetroTech Center, 7th Floor Brooklyn NY 11201	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Insurance Company	10120	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER B :																
INSURER C :																
INSURER D :																
INSURER E :																
INSURER F :																

COVERAGES **CERTIFICATE NUMBER: 2026737279** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		SI8ML00448151	12/31/2015	12/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$N/A PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Santa Rosa County is included as an additional insured as required by contract or agreement in connection with Tough Mudder Gulf Coast event on April 9 & 10, 2016.

CERTIFICATE HOLDER Santa Rosa County Risk Management 6495 Caroline Street, Suite I Milton FL 32570	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

Tough Mudder Gulf Coast: Traffic Operations

Traffic Operations

Site Map



- General Parking
- Staff/Overflow Parking
- Base Area
- Lot entry points
- Medical Egress Route
- Santa Rosa Police (2)

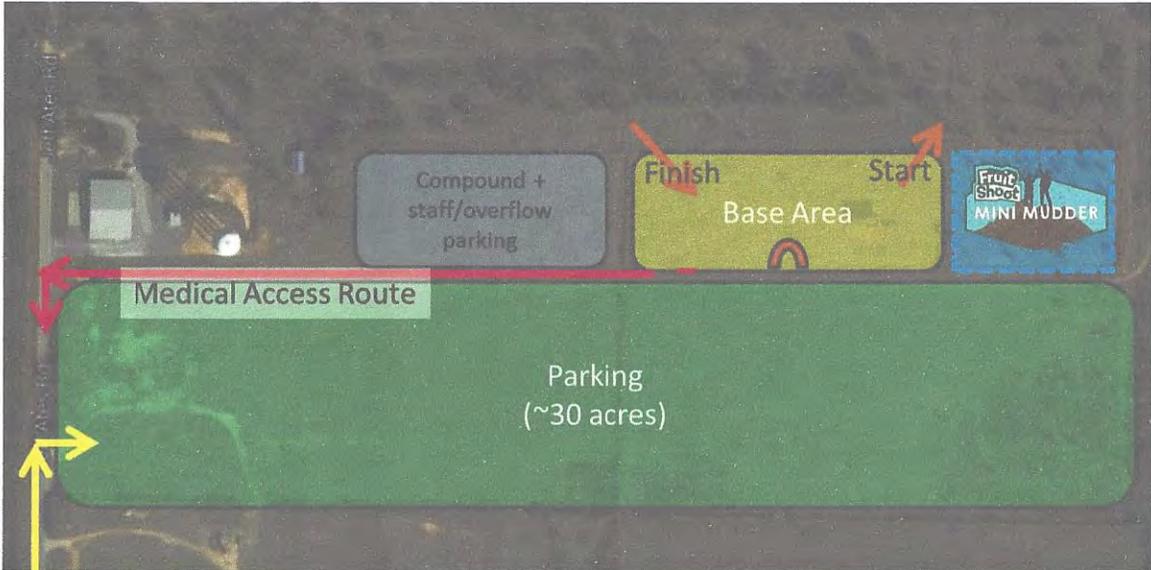
HOURS OF OPERATION

	SAT	SUN
Ingress Hours	6A-2P	7A- 10A
Egress Hours	11A – 6P	11A – 4P

Parking Company	TMS + Santa Rosa County Fair Association
Police	Yes – Santa Rosa County
2015 P&T Sat	7.9
Road Type	Highway to 2 Lane

Tough Mudder Gulf Coast: Parking Lot Overview

Parking Operations



PARKING LOTS		
	SAT	SUN
Cars expected	1462	162

	SIZE	LOCALE
General Lot	3000 Spaces	On-Site
Secondary Lot	300 Spaces	On-Site

Tough Mudder Inc.
15 MetroTech Center, 7th Floor
Brooklyn, New York 11201

January 6, 2016

Shannon Ogletree
Santa Rosa County Board of County Commissioners
6495 Caroline Street, Suite M
Milton, FL 32570

RE: **Community Support Agreement**

Dear Shannon:

When signed by each party, this letter agreement (the “**Agreement**”) shall constitute the agreement between Tough Mudder Inc. (on behalf of itself and its subsidiaries and affiliates, “**Tough Mudder**”) and Santa Rosa County Board of County Commissioners (“**Supporter**”) in connection with obstacle course events conducted by Tough Mudder at Ates Ranch on April 9 - 10, 2016 (the “**Event**”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Support Fee**. Supporter shall pay Tough Mudder eighty thousand dollars (\$80,000) for marketing and production costs to support the Event (the “**Support Fee**”). Tough Mudder shall provide invoices for the Support Fee to Supporter within sixty (60) days after the Event, and Santa Rosa County shall pay the Support Fee to Tough Mudder within forty-five (45) days of final invoice receipt.

2. **Florida Sports Foundation Grant**. Tough Mudder and Supporter shall collaborate on a Florida Sports Foundation Grant for the Event (the “**Grant**”), and work together to meet all requirements of the Grant. Supporter shall provide a dollar for dollar match of grant funds received up to thirty thousand (\$30,000), which will be distributed through Supporter’s contracted media placement provider (the “**Marketing Support**”). All Grant funds received for the 2016 Event are included as part of the Marketing Support. Supporter and Tough Mudder agree that all Marketing Support is used for the purposes of promoting the Event to drive greater attendance and promotion of the Florida’s Playground campaign and Navarre Beach destination.

3. **Tough Mudder Obligations**. In accordance with the Florida Sports Foundation grant requirements, Tough Mudder shall provide Supporter with a certificate of insurance with a minimum liability of \$1,000,000 per occurrence naming the Florida Sports Foundation as an additional insured for the Event. In addition, Tough Mudder shall submit a post-event report to Supporter within ninety (90) days of the Event date. Tough Mudder shall include the Florida Sports Foundation logo on the Event webpage effective immediately. In addition, Tough Mudder shall promote Florida’s Playground and Navarre Beach on its Event webpage and in email communications to its customer database, as well as host a pre-party in the County on April 8, 2016.

4. **Permitting**. Supporter shall use its reasonable efforts to assist Tough Mudder in obtaining any necessary permits, permissions and/or other approvals in connection with Tough Mudder conducting the Event, including but not limited to, attending meetings with the relevant agencies and authorities.

5. Marketing. Supporter shall work with Tough Mudder to identify opportunities to extend Tough Mudder's marketing reach and site traffic pertaining to the Event, including dedicated and exclusive email messages to its entire email database promoting the Event, and event information promoted on the website: www.floridasplayground.com

6. Volunteers. Supporter shall use reasonable efforts to assist Tough Mudder in recruiting volunteers for the Event, including assistance identifying a local coordinator who is Tough Mudder's primary point of contact for volunteer recruitment.

7. Economic Impact Assessment. Supporter shall work with Tough Mudder to share available information and data for Tough Mudder to develop an economic impact analysis of the Event. Tough Mudder shall work with Supporter to share available information and data for the same purposes. Tough Mudder shall commission an independent economic impact assessment ("**EIA Study**") of the Event for Supporter, and Tough Mudder shall provide a digital copy of the EIA Study to Supporter within forty-five (45) days after the Event.

8. Accommodations. Supporter shall work with Tough Mudder in order to set-up room blocks with local accommodations at the best available rates and provide a reservation platform to be linked from Tough Mudder's Event page. Tough Mudder will exclusively partner and promote with commercial lodging establishments within Santa Rosa County. Supporter will assist in collecting the applicable statements from local accommodations itemizing direct expenditure in local accommodations as a result of the Tough Mudder event.

9. Term. The term of this Agreement is through December 31, 2016.

10. This Letter Agreement is governed by Tough Mudder's standard terms and conditions attached hereto and incorporated herein by this reference.

Thank you in advance for your support!

TOUGH MUDDER INC



Print Name: Kelle Fitzpatrick
Title: VP Community Dev + Venues
Date: 2/3/16

ACCEPTED AND AGREED:

SUPPORTER

Print Name:
Title:
Date:

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are attached to and incorporated into that certain community support agreement between Tough Mudder Inc. (on behalf of itself and its subsidiaries and affiliates, “**Tough Mudder**” or “**Company**”) and Santa Rosa County Board of County Commissioners (“**Supporter**”) dated as of January 6, 2016 (the “**Agreement**”). Defined terms used herein but not otherwise defined shall have the same meaning as set forth in the Agreement.

1. **Tough Mudder Intellectual Property:** Supporter acknowledges that Company owns all right, title and interest in and to Company’s trademarks, logos and other intellectual property (collectively, the “**Company Intellectual Property**”) and Supporter must obtain Company’s prior written approval of all aspects of Supporter’s use of any Company Intellectual Property in each instance. This Section 1 shall survive the termination or expiration of this Agreement.

2. **Termination of Agreement:** Without limitation of any other rights or remedies available to Tough Mudder, Tough Mudder may terminate this Agreement immediately on written notice to Supporter if activator commits a breach of any of the terms and conditions of this Agreement, including, without limitation, failure to provide the support agreed upon. Additionally, Tough Mudder reserves the right to cancel this Agreement upon written notice to Supporter in the event that Tough Mudder does not have a contract in effect with a venue located within Supporter’s community.

3. **Indemnification:** Supporter hereby indemnifies and holds harmless, Tough Mudder, its affiliated and related entities, and each of their respective officers, directors, employees, agents, successors, assigns and sponsors, from and against any and all liability, injury, loss, causes of action, damage, costs and expenses, including, without limitation, attorneys’ fees and disbursements, for any claims arising out of or related to: (a) a breach by Supporter of any representation, warranty, covenant or other obligation of Supporter under this Agreement; (b) Supporter’s or its employees’, agents’, or other representatives’ negligence or misconduct; and/or (c) any death or injury to any person or property, including, without limitation, the Venue, or any damage or loss resulting or claiming to result in whole or in part from any defect in Supporter’s products, services, acts, omissions, negligence or misconduct. This Section 3 shall survive the termination or expiration of this Agreement.

4. **Representations and Warranties:** Supporter represents and warrants that: (a) Supporter has the full right and authority to enter into this Agreement, perform its obligations hereunder, and grant all rights granted hereunder; (b) this Agreement has been signed on its behalf by a duly authorized representative of Supporter and is a binding obligation enforceable against Supporter in accordance herewith; and (c) in performance of this Agreement, Supporter will, and will cause its employees, agents and other representatives, to comply with applicable state, federal and local laws and regulations. This Section 4 shall survive the termination or expiration of this Agreement.

5. **Exclusivity:** Supporter agrees that it will not sponsor, partner with or otherwise enter into any agreement to publicize, promote, or provide financial support to any obstacle course mud challenge, adventure race or similar event, including, without limitation, Spartan Race, Warrior Dash, Rugged Maniac and/or Savage Race, during the Term and for a period of one (1) year after the Term.

6. **Non-Compete:** Supporter does not currently, nor will it ever, organize and/or market obstacle course mud challenges or similar events. Supporter will be privy to Tough Mudder’s marketing and event organization information and agrees not to, or assist any third party to, compete with Tough Mudder in the practice of organizing, conducting and/or marketing obstacle course mud run events or similar events during the Term and for a period of one (1) year after the Term.

7. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, applicable to agreements negotiated, entered into and performed entirely therein without any application of choice of law provisions. All proceedings to resolve disputes shall be held in the state or federal courts of competent subject matter jurisdiction located in the State of Florida, and Supporter hereby waives any objection on any grounds to same. This provision shall survive the termination or expiration of this Agreement.

8. **Assignment:** Supporter may not assign this Agreement or its rights and/or obligations hereunder without the prior written consent of Tough Mudder.

9. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery may be made by facsimile or scanned and electronically mailed transmission of a signed counterpart.

10. **Severability:** If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed modified to the least extent necessary to render it enforceable without invalidating or affecting the remaining provisions hereof.

11. **No Amendment:** The provisions of this Agreement may not be waived, altered, amended or repealed in whole or in part unless by written agreement signed by both Tough Mudder and Supporter.

12. **Relationship of Parties:** Tough Mudder and Supporter are independent contractors, and nothing in this Agreement shall cause either to be considered an agent, employee, joint venturer or partner of the other, nor shall either hold itself out as such.

13. **Notice:** All notices required or permitted to be given hereunder shall be sent to the address for Supporter or Tough Mudder (as applicable) first written above.

14. **Confidentiality:** Supporter agrees to maintain strict confidentiality with respect to the terms and conditions of this Agreement and any and all of Tough Mudder's proprietary business information learned by or otherwise obtained by Supporter, including, without limitation, information relating to Tough Mudder's event operation, marketing and branding strategies, costs, obstacles or obstacle blueprints, finances, construction, design, insurance, course management, staff, event courses, trade secrets or proprietary ideas (collectively, "**Confidential Information**"). Supporter shall not issue, authorize, confirm or deny, any statements, including, without limitation, posts on social media (e.g., Facebook, Twitter, etc.), relating to the Confidential Information, Event(s), Tough Mudder, or any of its personnel, products and/or services, including, without limitation, any injuries or incidences occurring at or in connection with the Event(s).

15. **No Waiver:** Failure by Tough Mudder to exercise any right, power or option hereunder, or to insist upon the strict compliance with the terms and conditions hereof by Supporter, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any previous, subsequent or contemporaneous breach, nor shall such failure constitute a waiver by Tough Mudder of its rights thereafter to require strict compliance with all terms and conditions hereof.

Economic Development 2



To: Santa Rosa County Board of County Commissioners
From: Julie Morgan, Tourist Development Director
Subject: Connex Consumer Profile of Santa Rosa County Visitors
Date: February 17, 2016

Recommendation

Recommendation from the Santa Rosa County Tourist Development Council Board of Directors to hire RUF Strategic Solutions to conduct a Connex Consumer Profile of Santa Rosa County Visitors in the amount of \$10,000.

Background

The objective of the Connex Consumer Profile of Santa Rosa County Visitors is to use available historical Santa Rosa/Navarre Beach lodging partner guest records, to create a Customer per US Household profile illustrating the relative likelihood of a past visitors patterns to increase marketing efforts towards these consumers future travel interests and patterns.

RUF Strategic Solutions proposes the following:

- Building a custom Household level Connex Consumer profile with the objective of using the past guest data to project relative likelihood of new markets and new segments.
- As input, RUF Strategic Solutions will utilize data from a reasonable number of participating lodging partners with the help of DSBP Agency.
- RUF Strategic Solutions will need at least 10,000 or more guest observations (stays) from the representative samples of properties throughout Santa Rosa County.
- RUF Strategic Solutions can offer a weighting schema to making sure that the large data contributors don't over-represent the study.





January 15, 2016

DSBP Agency
205 St. Emanuel Street
Mobile, AL 36602
Meridith South - Partner

Ruf Strategic Solutions Connex Consumer Profile of Santa Rosa County Visitors

Dear Meridith,

Please see the attached Service Agreement for the Connex Consumer Profile of Visitors project as recommended based on our recent conversations.

Objective

Use available historical Santa Rosa / Navarre Beach lodging partner guest records, to create a Customer per US Household profile illustrating the relative likelihood of a past guest performance to help market towards other most likely to enjoy the experience of Santa Rosa and Navarre Beach. The resulting deliverable output will be in the form of Tableau based Interactive Profile for easy data interpretation.

Project Specifications

Ruf Strategic Solutions proposes the following:

- Building a custom Household level Connex Consumer profile with the objective of using the past guest data to project relative likelihood of new markets and new segments
- As input, Ruf will utilize data from a reasonable number of participating lodging partners with the help of DSBP Agency.
- Ruf Strategic Solutions will need at least 10,000 or more guest observations (stays) from a representative sample of properties throughout Santa Rosa County.
- Ruf Strategic Solutions can offer a weighting schema to make sure that the large data contributors don't over-represent the study. Again, we need 10,000 or more usable records.

Data Needs

In order to build the profile and complete this project, we anticipate the following data needs to be extracted from contributed data files:

- A 24 month time horizon of past lodging partner guest folios.



1533 E. SPRUCE

OLATHE, KS 66061-3646

TELE: 913.782.8544

FAX: 913.782.0150

SERVICE AUTHORIZATION AGREEMENT

DATE: January 14, 2016

CUSTOMER: DSBP Agency

205 St. Emanuel Street

Mobile, AL 36602

CONTACT: Meridith South - Partner

REFERENCE: Ruf Strategic Solutions Connex Consumer Profile of Visitors

Project Description	Estimated Cost	Initial To Approve		
<p>Ruf Strategic Solutions will conduct an Interactive Connex Household Level Consumer Profile on a partner supplied lodging data file. The deliverable will be provided via Tableau reader</p> <ul style="list-style-type: none"> • Stays compared to National population • Frequency Distribution by State Report • Connex Household Cluster Penetration Report of stays • V7 Household Segmentation Bar Chart • 130 Household detailed Connex Cluster Descriptions • 130 Ruf Persona descriptions • Strong Lifestyle Analysis Report • Weak Lifestyle Analysis Report • Maps by county and ZIP • Full Report of MRI Lifestyles and Behaviors (5485) • Market Potential Report based on Distribution and Penetration of top performing Connex Clusters by all U.S. DMA. 			\$7,500	_____
<ul style="list-style-type: none"> • Optional look at stays by season (assuming supporting data is made available) 	\$2,500	_____		
<ul style="list-style-type: none"> • Optional on-site presentation \$500 plus reimbursement of hard cost associated with air, car, hotel and meals 		_____		

Standard Ruf Strategic Solutions Terms and Conditions apply

DOWN PAYMENT/TERMS	Invoiced upon completion <u>Net 30 days</u>	ESTIMATED DELIVERY TIME:	<u>20 days contingent on receipt of all inputs and authorization</u>
PROPOSAL EXPIRATION DATE:	<u>February 28, 2016</u>	<i>Estimates are subject to change; this is not a fixed price contract.</i>	

TO BE FILLED OUT BY CUSTOMER

PO #: _____

Date: _____

Ruf Strategic Solutions ("Ruf") agrees to provide the market analysis, or other information services listed above and the reports and other information resulting from such services ("Deliverables"), and client agrees to receive such services and use the deliverables, all in accordance with the terms of this Service Authorization agreement, including the Terms and Conditions on the following pages. Customer authorizes Ruf to use Customer's name and/or logo for future marketing materials in referring to Ruf customers, unless Customer notifies Ruf in writing of its objection.

Customer Authorization: _____

1/15/2016

For Ruf: By Terry Berggren

- File Sender name on each file sent
- Excel, CSV, ASCII text
- Email or .available .ftp
- Fields on the guest records must include full mailing address, including first and last name, full street address including address, city, State and 5 or 9 digit US Zip code.
- Optional look at seasonality. If this option is selected Ruf Strategic Solutions will need the stay date and number of nights or the booking date whichever you as an agency deem to be more helpful.
- Ruf does NOT need or want credit account numbers, e-mails addresses, any transaction amounts, or any other highly sensitive fields if not relevant to the project.

Deliverables

Deliverables for the model would consist of an on-line Interactive profile and review of the findings. Initial results will be shared via GoToMeeting. Optional on-site meeting priced separate.

Time Frame

We anticipate being able to construct this model in a 20 business day timeframe from the receipt of final input data, data dictionaries, and signed service authorization. Mutual non-disclosure agreement is available for execution if requested by the contributing data partners.

Budget

See attached service authorization for detail pricing.

Conclusion

Ruf believes that this profile proposal provides a strong value benefit to DSBP Agency and the contributing data partners especially when applied to optimize guest targeting efforts

Thanks for turning to Ruf Strategic Solutions for this quote. We will to put forth the maximum effort to ensure success for all involved.

Sincerely,

Terry Berggren
Ruf Strategic Solutions

Economic Development 3



To: Santa Rosa County Board of County Commissioners
From: Navarre Beach Beautification Committee
Through: Julie Morgan, Tourist Development Director
Subject: Presentation from the Navarre Beach Beautification Committee
Date: February 17, 2016

Recommendation

Discussion of a presentation from the Beach Beautification Committee of their past projects, current and future plans.

Background

The Beach Beautification Committee was founded in May 2006 with the idea to make a difference on Navarre Beach. Their first project was to improve the entrance to Navarre Beach, which started in 2008 and is kept up to this day with seasonal themes and flowers. The Beach Beautification Committee has volunteered over 10 years of service on behalf of Navarre Beach in the form of maintenance support, sponsorship for island benches, trash cans, doggie stations, installing trees/plants and other beautification projects.

Other Projects by the BBC:

- Hall of Donor's Islands at Pavilion
- Installed trees/plants at the Water Department and Fire Station
- Installed solar lights West End sign/HoD
- Tree planting partnership with Juana's Pagoda's
- "Water a tree" program – BBC/citizens



February 22, 2016

ADMINISTRATIVE COMMITTEE

1. Discussion of the additional information from HOK on the downtown courthouse site development and decision regarding projects future.
2. Discussion of approval of the final task order to HOK for current workshop task and to provide final report documents in the amount of \$15,000.00. This is provided for in the current services agreement dated February 25, 2015.
3. Discussion of a Local Option Sales Tax (LOST) initiative for capital projects.
4. Discussion of the 2016 work plan for road paving and resurfacing.
5. Discussion of agreement with the District Medical Examiner consistent with established budget for FY 2016 in the amount of \$260,000.00.
6. Discussion of the utilization of Area 3 Road Impact Fees.
7. Discussion of scheduling public hearing on ordinance amending the Land Development Code related to Flood Hazard Zones.
8. Discussion of establishing public hearing dates for Navarre Beach Renourishment project msbu and review of updated information.
9. Discussion of appointment of Katrina Simpkins of Global Connections to Employment/Lakeview Center, Inc. to the CareerSource Escarosa, Inc. Board of Directors, representing individuals with disabilities.
10. Discussion of appointment of Mark V. Lewellyn as the organized labor representative on the CareerSource Escarosa, Inc. Board of Directors.
11. Discussion of request from the Clerk of Court to add an assistant deputy clerk to BOCC position to the Board Support Department. This maximum initial additional cost with benefits would be approximately \$43,000.00.
12. Discussion of approval of updated Variable Annuity Life Insurance Company Plan documents and approval to terminate the plan effective March 1, 2016.
13. Discussion of the renewal of the lease agreement with Santa Rosa Kid's House and a companion agreement with Guardian Ad Litem.
14. Discussion of approval for Crossfit Navarre to change the date of the previously approved event from May 7-8 to May 14-15, 2016.

15. **INFO ONLY:** Public Hearing items scheduled for 9:30 a.m. Thursday, February 25, 2016: NONE

Amendment to Ordinance 2006-37 and Chapter 5 Buildings and Building Regulations.

Administrative Item 1





SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

MEMORANDUM

TO: Board of Commissioners

FROM: Tony Gomillion, County Administrator

DATE: February 22, 2016

SUBJECT: Administrative Item 1- HOK follow-up

DISCUSSION

Discussion of the additional information form HOK on the downtown courthouse site development and decision regarding projects future.

BACKGROUND

As a result of the February 1, 2016 presentation by HOK and the additional information supplied by the City of Milton, HOK was tasked to determine the potential of avoiding the wetlands and the impact that would have on the permitting of the project. HOK will provide the two alternatives as a result of the study and will answer questions related to the environmental, permitting, and other topics related to the overall project development.

ACTIONS TO CONSIDERED

1. Determine if the downtown location has Board support to move forward to final design and construction.
2. If downtown site is approved to move forward, discuss and direct staff on the next steps for implementation.



Santa Rosa County Judicial Center

Prepared for
Board of County Commissioners of Santa Rosa County, FL
February 22, 2015

Presented By:



OUTLINE

Courthouse Program Overview

Site Plan Criteria

Parking Analysis

Conceptual Parking Options

Cost Analysis



February 22, 2016

Santa Rosa County Judicial Center

Prepared for

Board of County Commissioners of Santa Rosa County, FL

COURTHOUSE PROGRAM OVERVIEW



February 22, 2016

Santa Rosa County Judicial Center

Prepared for

Board of County Commissioners of Santa Rosa County, FL

-
- USE 2012 SPACE PROGRAM - WITHOUT BUILT IN DEPT GROWTH
 - DEPARTMENTS GET SMALLER
 - FLEXIBILITY OF KEY SPACES INCLUDED
 - SPACE STANDARDS - STATE, BEST PRACTICE & EXPERIENCE

 - BUILDING SIZE - **135,000 GSF** (USING 2012 SPACE PROGRAM)
 - 3 LEVEL BUILDING
 - THE FOLLOWING DEPARTMENTS ARE INCLUDED:
 - 7 COURTROOMS - 8 JUDGES
 - COURT ADMIN & FAMILY LAW
 - CLERK OF THE COURT
 - STATE ATTORNEY
 - PUBLIC DEFENDER
 - GUARDIAN AD LITEM
 - SHERIFF

 - COURTROOM HOLDING REDUCED TO (5) COURTROOMS



February 22, 2016

Santa Rosa County Judicial Center

*Prepared for
Board of County Commissioners of Santa Rosa County, FL*

EXISTING VS NEW PROGRAM FOR COURTHOUSE

		2012 PROGRAM	
EXISTING COURTHOUSE	45,000	NEW COURTHOUSE	98,000
<i>6 COURTS</i>		<i>7 COURTS</i>	
<i>6 JUDGES</i>		<i>8 JUDGES</i>	
<i>1 MAG</i>		<i>2 MAG</i>	
<i>CLERK</i>		<i>CLERK</i>	
<i>COURT ADMIN</i>		<i>COURT ADMIN</i>	
<i>SHERIFF</i>		<i>SHERIFF</i>	
<i>LAW LIBRARY</i>		<i>LAW LIBRARY</i>	
STATE ATTORNEY	17,500	STATE ATTORNEY	18,900
PUBLIC DEFENDER	8,800	PUBLIC DEFENDER	7,700
GUARDIAN AD LITEM	1,800	GUARDIAN AD LITEM	4,200
JURY ASSEMBLY	0	JURY ASSEMBLY	6,200
		TOTAL	135,000



February 22, 2016

Santa Rosa County Judicial Center

Prepared for

Board of County Commissioners of Santa Rosa County, FL

SITE PLAN CRITERIA

- 3 LEVEL BUILDING
- USE 2012 SPACE PROGRAM -
 - *WITHOUT THE BUILT IN DEPARTMENTAL GROWTH*
- ALL DEPARTMENT UNDER ONE ROOF INCLUDING SA, PD & GAL
- BUILDING TOTAL IS 135,000 GSF
 - *7 COURTROOMS - 8 JUDGES*
 - *DEPARTMENTS GET SMALLER*
- DO NOT USE PARCEL #1
- DO NOT USE PARCEL #4



February 22, 2016

Santa Rosa County Judicial Center

Prepared for

Board of County Commissioners of Santa Rosa County, FL

DOWNTOWN LAND PARCELS



PARCEL 1	NOT USED
PARCEL 2	0.18 ACRES
PARCEL 3	0.54 ACRES
PARCEL 4	NOT USED
PARCEL 5	0.67 ACRES WETLAND
PARCEL 6	WETLAND
PARCEL 7	0.46 ACRES
PARCEL 8	WETLAND



February 22, 2016

Santa Rosa County Judicial Center

Prepared for

Board of County Commissioners of Santa Rosa County, FL

PARKING ANALYSIS



February 22, 2016

Santa Rosa County Judicial Center

*Prepared for
Board of County Commissioners of Santa Rosa County, FL*

CITY OF MILTON PARKING CODE:

1 SPACE PER EACH 2 EMPLOYEES

1 SPACE PER 500 GSF BUILDING

THREE STORY OPTION:

249 EMPLOYEES = $249/2 = 125$ SPACES FOR EMPLOYEES

135,000 GSF = $135,000/500 = 270$ SPACES

TOTAL NEEDED = 395 SPACES

CITY CURRENTLY HAS 256 PUBLIC PARKING SPACES DOWNTOWN.

WE CAN APPLY THE 256 TO THE CODE REQUIREMENTS.
THE SPACES ARE CONSIDERED SHARED USE.

CONCEPTS ARE A MIXTURE OF STREET PARKING AND LOTS.



February 22, 2016

Santa Rosa County Judicial Center

Prepared for

Board of County Commissioners of Santa Rosa County, FL

CONCEPTUAL PARKING OPTIONS



February 22, 2016

Santa Rosa County Judicial Center

Prepared for

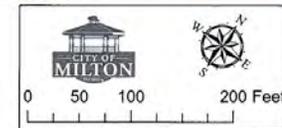
Board of County Commissioners of Santa Rosa County, FL



- The following layouts are based on this sketch from the City of Milton

Legend		
	Streets	
	Delineated Wetlands	
	Potential Pond Area	
		Property Lines

City of Milton Downtown Area Map

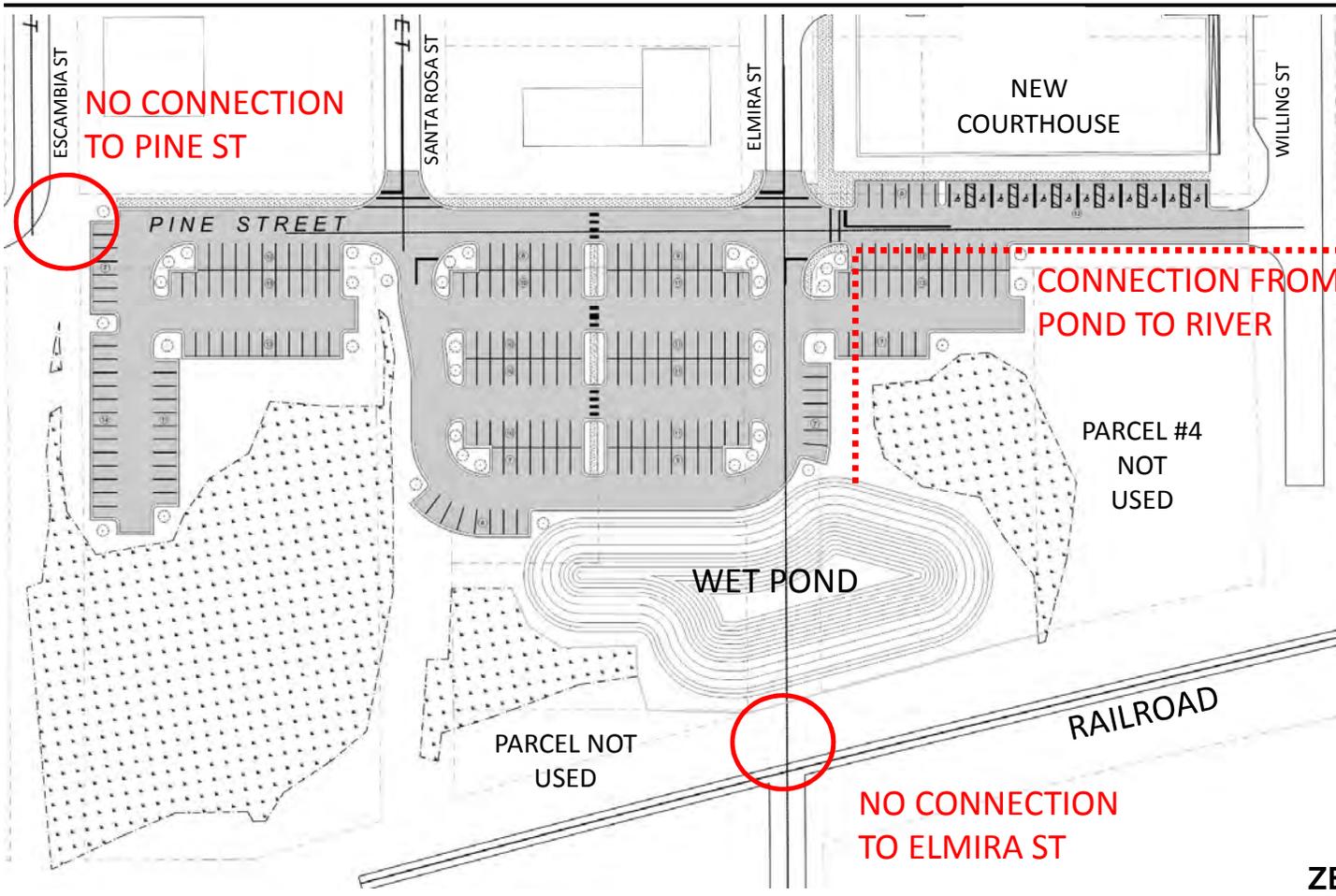


February 22, 2016

Santa Rosa County Judicial Center

Prepared for

Board of County Commissioners of Santa Rosa County, FL



- Approx 300 spaces
- No connection to Pine Street
- No connection to Elmira Street
- No Army Corps Review
- FL DEP Review for Storm Water and Secondary Impacts to Wetland
- Longer pipe from pond to river

NOTE: Confirmation of spaces and closure of Pine Street could affect parking totals



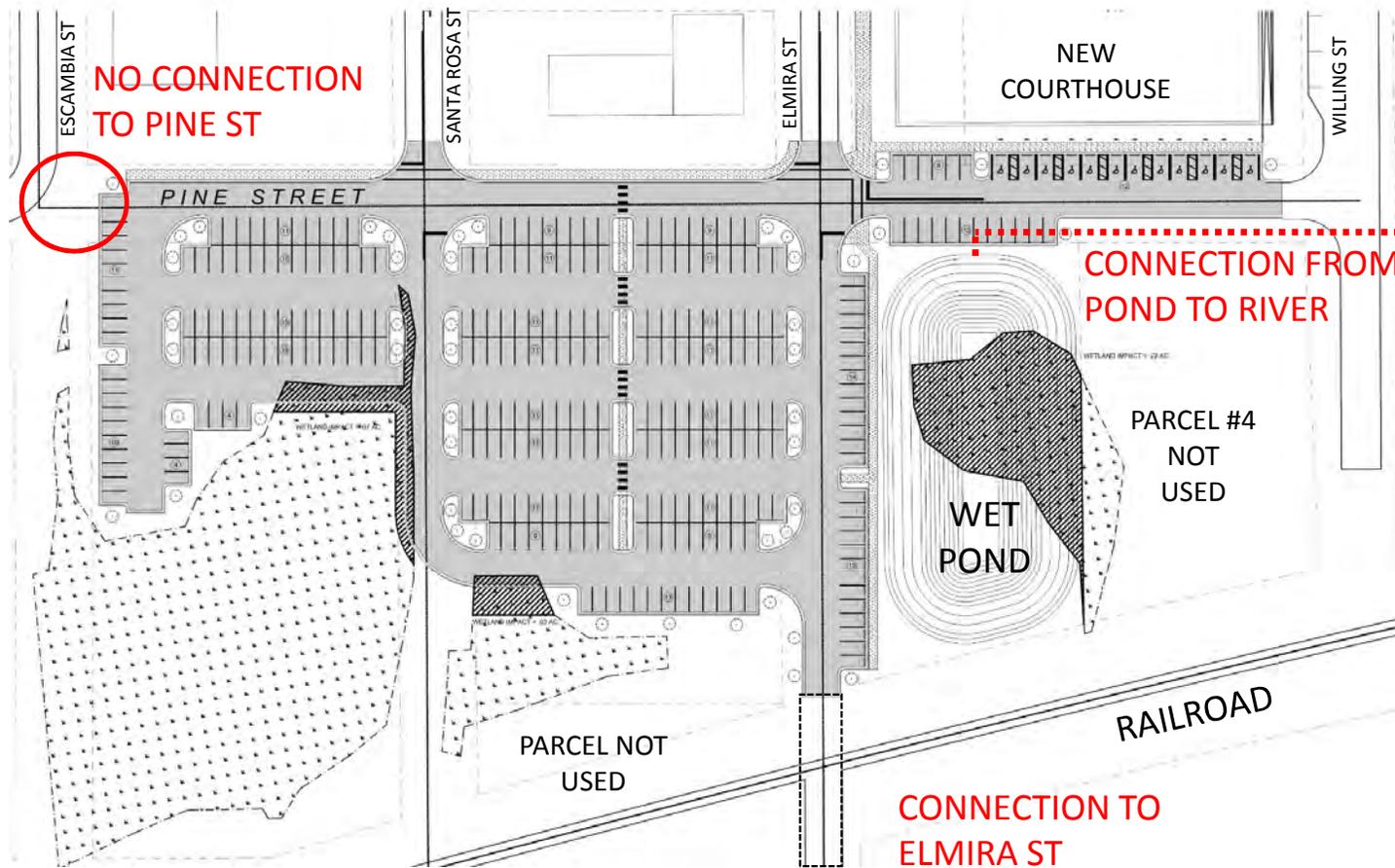
**PARKING OPTION 1
ZERO WETLAND IMPACT**

Santa Rosa County Judicial Center

*Prepared for
Board of County Commissioners of Santa Rosa County, FL*



February 22, 2016



- Approx 395 spaces
- No connection to Pine Street
- Connection to Elmira Street
- Need Army Corps Review
- FL DEP Review for Storm Water
- Shorter pipe from pond to river
- Recommend specialty consultant to assist in permitting process

NOTE: Confirmation of spaces and closure of Pine Street could affect parking totals

**PARKING OPTION 2
APPROX 0.35 ACRE WETLAND IMPACT**

Santa Rosa County Judicial Center

Prepared for

Board of County Commissioners of Santa Rosa County, FL



February 22, 2016

COST ANALYSIS



February 22, 2016

Santa Rosa County Judicial Center

*Prepared for
Board of County Commissioners of Santa Rosa County, FL*



	OPTION 01 <i>(ZERO IMPACT)</i>	OPTION 02 <i>(0.35 IMPACT)</i>
SITE AREA	6.9 ACRES	7.4 ACRES
PARKING COUNT	300	395
FUTURE EXPANSION	YES ACQUIRE PARCEL #1	YES ACQUIRE PARCEL #1
NUMBER OF LEVELS	3	3
BUILDING SIZE	135,000 GSF	135,000 GSF



February 22, 2016

Santa Rosa County Judicial Center

Prepared for

Board of County Commissioners of Santa Rosa County, FL

	OPTION 01 (ZERO IMPACT)	OPTION 02 (0.35 IMPACT)
LAND COST	NOT INCLUDED	NOT INCLUDED
SITE DEVELOPMENT	\$4.4 M	\$4.7 M
PREMIUMS	EXTRA DEWATERING, SITE FILL, DEEP PILE FOUNDATIONS	EXTRA DEWATERING, SITE FILL, DEEP PILE FOUNDATIONS
FOUNDATION SYSTEM	\$1.9 M	\$1.9 M
BUILDING COST	\$30.4 M	\$30.4 M
	\$36.7 M	\$37 M



February 22, 2016

Santa Rosa County Judicial Center

*Prepared for
Board of County Commissioners of Santa Rosa County, FL*

	OPTION 01 (ZERO IMPACT)	OPTION 02 (0.35 IMPACT)
BUILDING/SITE	\$36.7 M	\$37 M
SOFT COST (27%)	\$9.9 M	\$10 M
TOTAL	\$46.6 M	\$47 M

NOTE: SOFT COSTS INCLUDE – FF&E, IT, AV, SECURITY ELECTRONICS, A/E FEES, TESTING FEES, PERMITS/IMPACT FEES, CONTINGENCY



February 22, 2016

Santa Rosa County Judicial Center

Prepared for

Board of County Commissioners of Santa Rosa County, FL

NEXT STEPS:

1. *CHOOSE AN OPTION TO MOVE FORWARD WITH*
2. *DEVELOP SITE PLAN IN MORE DETAIL*
3. *DEVELOP FLOOR PLANS IN MORE DETAIL*
4. *MEET WITH USER GROUPS TO CONFIRM FLOOR PLANS*



February 22, 2016

Santa Rosa County Judicial Center

*Prepared for
Board of County Commissioners of Santa Rosa County, FL*

QUESTIONS



February 22, 2016

Santa Rosa County Judicial Center

Prepared for

Board of County Commissioners of Santa Rosa County, FL

Administrative Item 2





SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

MEMORANDUM

TO: Board of Commissioners

FROM: Tony Gomillion, County Administrator

DATE: February 22, 2016

SUBJECT: Administrative Item 2

DISCUSSION

Discussion of the approval of the final task order to HOK for current workshop tasks and to provide final report documents in the amount of \$15,000.00. This is accounted for in the current services agreement dated February 25, 2015.



February 25, 2015

Hunter Walker
County Administrator
Board of County Commissioners
Santa Rosa County Administrative Offices
6495 Caroline Street
Milton, FL 32570-4978

RE: DESIGN SERVICES FOR SANTA ROSA COUNTY COURTHOUSE

Dear Hunter:

Based on our discussions, we are submitting the following fee proposal for your review, comment and approval.

This fee is the same format and following the same State of Florida fee guidelines as defined by our March 21, 2000 Agreement with you.

We have scaled back the design effort from a full Schematic Design effort to deliver just what you need for approval, presentation and budget development at this time. After your referendum passes, there would be a small amount of schematic design phase work to wrap up that phase, then the project would be ready to move directly into full design development and the rest of the project.

We have concentrated our efforts for defining scope on this initial phase, from now to end of June 2015. The biggest potential areas of change at the moment are to leave some of the departments in their existing locations and focus on reducing the overall size of a new courthouse.

Our scope will include the following topics:

- Meet with all Commissioners, County Staff, & Courts leadership to establish goals Feb 24-25.
- We will also recommend meeting with the City to search for win/wins for a downtown solution.
- Review past documents on existing historic courts re-use (from 2000).
- Understand ownership conditions for downtown site and adjacent property.
- Develop conceptual design options-User mix, building size, parking, etc. Adjust Building Program where necessary.
- Site development options
- Conduct parking analysis in downtown Milton
- High level cost comparison
- Schedule & Phasing
- Prepare and present Options to Commission workshop. SELECT Option to proceed with.
- Develop Conceptual level plans for selected option including; Site plan, storm water, parking and access, new courthouse building plans.
- Schedule & Phasing plan
- Sections and elevations to describe building character, including sketch renderings.
- Project narratives
- Cost estimate for site & building.



We will also, at that time, have a defined site and can predict all the engineering issues related to site development. We don't know yet if there will be wetland delineation or off site utility upgrades required.

Most of the work is defined as a lump sum fee. We have, however, included some allowances that will be spent at your direction. The County will supply GIS data of the proposed downtown Milton property. The existing Geotech evaluation (to determine foundation design) will be used.

We will provide draft options for discussion at the end of March with a presentation to the Board mid-April. We anticipate selection of an option in early May for us to complete and present by the end of June.

Our team continues to be led by myself from HOK (Architecture, Interior Design, and Security Planning) with Tommy Sinclair & Curt Parde. Engineering Team will be the same as before with Mike Broussard, Lowry Denty & Steven White from Hatch Mott MacDonald (Civil Engineering, Survey, Landscape and Structural Design) - Humber Garrick and David Watford Engineering (Mechanical, Electrical, Plumbing and Fire Protection). Faithful & Gould will be doing the cost estimating.

We are excited about getting started again, and to be working with the Board of County Commissioners.

Fee Summary

Basic Services Schematic Design (Architecture, ID, Structure, MEP)	\$130,000
Civil Engineering	\$25,000
Schematic Design Cost Estimate & Budget Development	\$7,500
Parking Analysis	\$5,000
Fixed Fee Total	\$167,500

Additional Design Services as directed by the County \$15,000

Expenses for Travel, printing and presentation renderings \$24,000
Sum Total \$206,500

This can be authorized as additional service (11.3.2) to our contract dated March 21, 2000. We could be ready to start in February with the goal of being complete by July 2015. Please let us know how you want to proceed. If you have any questions, please contact me.

Yours sincerely,

Duncan C. S. Broyd, RIBA
 Managing Principal

cc: Angela Jones (Santa Rosa County)
 Mike Broussard (Hatch Mott MacDonald)
 Jonathan Rae, Curt Parde, Tommy Sinclair (HOK)

Administrative Item 3





SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

MEMORANDUM

TO: Board of Commissioners

FROM: Tony Gomillion, County Administrator

DATE: February 22, 2016

SUBJECT: Local Option Sales Tax (LOST)

DISCUSSION

Discussion of a Local Option Sales Tax (LOST) initiative for capital projects.

BACKGROUND

The ongoing need for the County to find an alternative source of funding for local capital projects typically revolves around the discussion of a LOST as one of the few sources of capital revenue available to the County. The most common current and future projects discussed are a courthouse, public safety (current communication project), beach re-nourishment, community access roads, sidewalks, recreation, etc. One thing to note, if the communication system is paid off prior to enactment of a LOST this funding source would not be an option for this purchase. An update of the Communication project will be provided during this discussion.

ACTIONS TO BE CONSIDERED

- 1) Establish a future workshop to determine final decision concerning timing and ballot language for a referendum.
- 2) Provide staff direction on funding (maintain current financing plan until such time as LOST is determined or other action).

Motorola Project Status

• Initial Cost	\$7,279,240
• Payments (1M pending)	<u>\$ 2,000,000</u>
Loan:	\$ 5,279,240
1 of 7 Payments	<u>\$ 809,011</u>
	\$ 4,470,229
Interest:	<u>94,291</u>
Balance:	\$ 4,564,520

* \$289,547 savings if prepaid

Santa Rosa County (Schedule B)						
Compound Period:		Annual				
Nominal Annual Rate:		1.786%				
CASH FLOW DATA						
Event	Date	Amount	Number	Period	End Date	
1 Loan	11/15/2014	\$ 5,279,240.00	1			
2 Payment	11/15/2015	\$ 809,011.00	7	Annual	11/15/2021	
AMORTIZATION SCHEDULE - Normal Amortization						
Date	Payment	Interest	Principal	Balance		
Loan 11/15/2014				\$ 5,279,240.00		
1 11/15/2015	\$ 809,011.00	\$ 94,290.46	\$ 714,720.54	\$ 4,564,519.46		
2 11/15/2016	\$ 809,011.00	\$ 81,525.12	\$ 727,485.88	\$ 3,837,033.58		
3 11/15/2017	\$ 809,011.00	\$ 68,531.77	\$ 740,479.23	\$ 3,096,554.35		
4 11/15/2018	\$ 809,011.00	\$ 55,306.36	\$ 753,704.64	\$ 2,342,849.71		
5 11/15/2019	\$ 809,011.00	\$ 41,844.73	\$ 767,166.27	\$ 1,575,683.44		
6 11/15/2020	\$ 809,011.00	\$ 28,142.67	\$ 780,868.33	\$ 794,815.11		
7 11/15/2021	\$ 809,011.00	\$ 14,195.89	\$ 794,815.11	\$ -		
Grand Totals		\$ 5,663,077.00	\$ 383,837.00	\$ 5,279,240.00		

INITIAL INSURANCE REQUIREMENT: \$5,279,240.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

LESSEE:
SANTA ROSA COUNTY

LESSOR:
Motorola Solutions, Inc.

By: Don Salter
Title: Vice Chairman



By: David K. Liper
Title: Authorized Signatory

Date: November 13 2014

Date: _____

ATTEST: J. Reed Chief Deputy for Donald C. Spencer
Donald C. Spencer, Clerk of Court

Administrative Item 4





SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

MEMORANDUM

TO: Board of Commissioners

FROM: Tony Gomillion, County Administrator

DATE: February 22, 2016

SUBJECT: Road Paving Work Plan

DISCUSSION

Discussion of the 2016 work plan for road paving and resurfacing.

BACKGROUND

The Public Works Director reviewed the information provided during the recent workshop, and has provided a revised work plan for 2016.

The staff recommendation is to continue to pursue the first year plan utilizing in house resources and to review the work plan again in late 2016 or early 2017. The required level of engineering, design, and scope of work development required to place most, if not all, of these projects out for competitive bid would push the work itself out in the range of 12 months. In addition, the cost analysis would have to be revised based on the design and engineering plans. If a portion of a future LOST initiative is assigned to capital road projects this could provide a more comprehensive funding plan for larger projects that would be appropriate to contract for design and construction.

PRIMARY ROAD RESURFACING ESTIMATES
2016-17

Year 1

Hickory Hammock Road	\$580,545
*Market Road (S.R. 87 to Letcher Black Rd)	\$358,722
*Country Mill Road	\$374,677
America Avenue (Supreme to End)	\$30,563
Segura Street (Frontera to Avenida De Sol)	\$45,596
East Bay Boulevard (East End)	\$800,000

Year 1 Total: \$ 2,190,103.00

*resurfacing project includes road widening

Administrative Item 5





SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



JAYER WILLIAMSON, District 1
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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: February 22, 2016

SUBJECT: Agreement with District Medical Examiner

DISCUSSION

Discussion of agreement with the District Medical Examiner consistent with the established budget for FY 2016 in the amount of \$260,000.00.

BACKGROUND

The County is required to fund reasonable fees associated with the medical examiners duties, and this agreement outlines those duties and expenses. This agreement would be renewed and a new budget established prior to the end of FY 2016. The agreement is included as backup.

5

AGREEMENT FOR MEDICAL EXAMINER SERVICES

THIS AGREEMENT is entered into this _____, between SANTA ROSA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and ANDREA N. MINYARD, M.D., hereinafter referred to as DISTRICT MEDICAL EXAMINER.

WITNESSETH:

WHEREAS, pursuant to Chapter 406, Florida Statutes, Andrea N. Minyard, M.D., has been appointed District Medical Examiner in and for the Medical Examiner District One of the State of Florida; and

WHEREAS, Santa Rosa County is situated within District One and, Chapter 406, Florida Statutes, requires the Boards of County Commissioners, in each medical examiner district to establish and pay reasonable salary, fees, and expenses of the District Medical Examiner and her associates;

NOW, THEREFORE, in consideration of the covenants and assurances contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

1. This Agreement shall be effective from the 1st day of October 2015, through the 30th day of September 2016, and may thereafter be renewed for additional one year terms upon written agreement between the Parties evidenced by an amendment to this agreement.

2. The DISTRICT MEDICAL EXAMINER has been appointed in the manner described in Chapter 406, Florida Statutes, and shall serve the COUNTY in accordance with the provisions of said Chapter, and applicable rules and regulations of the Florida Department of Law Enforcement.

3. The DISTRICT MEDICAL EXAMINER shall perform all services for Santa Rosa COUNTY which are required of her by Florida law and regulations of the Florida Department of Law Enforcement. The DISTRICT MEDICAL EXAMINER is authorized to appoint such associate medical examiners, investigators and other personnel as are necessary to assist her in the performance of this Agreement; provided, however, the DISTRICT MEDICAL EXAMINER during this term of the Agreement, shall not engage more staff than were provided for in her approved budget for Fiscal Year 2015-2016 without first obtaining approval of the COUNTY.

4. The Parties recognize and agree that the DISTRICT MEDICAL EXAMINER, any associate medical examiners, and other personnel under her supervision shall in no way be deemed employees of the COUNTY, nor entitled to any benefits or protections afforded to COUNTY employees.

5. Not later than May 13, 2016 the DISTRICT MEDICAL EXAMINER, shall present the Board of County Commissioners of Santa Rosa County, Florida, with an annual budget for Fiscal Year 2016-2017 submitted in accordance with procedures established therefore by the County Budget Officer. Should this Agreement be transformed for subsequent one year terms, the DISTRICT MEDICAL EXAMINER shall submit annual budgets in the manner and time frame directed by the County Budget Officer.

6. The DISTRICT MEDICAL EXAMINER shall provide the COUNTY with evidence of professional liability insurance covering the DISTRICT MEDICAL EXAMINER, as well as any associates medical examiners and other personnel under her control and supervision, which insurance shall be in an amount satisfactory to the COUNTY and which shall be in full force and effect for the duration of the Agreement and any renewals thereof.

7. As consideration for the services to be provided for herein, the COUNTY shall compensate the DISTRICT MEDICAL EXAMINER an amount not to exceed the approved budget and all amendments thereto for Fiscal Year 2015-2016. The annual budget that has been approved by the COUNTY, prior to any amendments is Two Hundred, Sixty Thousand and 00/100 Dollars (\$260,000). Payment shall be made payable to the Office of the Medical Examiner and remitted as directed in writing by the DISTRICT MEDICAL EXAMINER as follows:

A. Salary, salary related and administrative expenses have been budgeted in the amount of Thirty-Two Thousand, Seven Hundred, Eighty-Seven and 00/100 dollars (\$32,787). Payment shall be made monthly based on actual expenditures.

B. Professional fees for services rendered by the DISTRICT MEDICAL EXAMINER are budgeted to be One Hundred, Seventy Thousand, Two Hundred, Twenty-Seven and 00/100 dollars (\$170,227). Payments for said services shall be made in equal monthly installments.

C. It is understood that certain services required pursuant to this Agreement shall be rendered by third parties on a contractual basis (i.e., lab/toxicology fees, x-ray fees, body removal services and consultations). The DISTRICT MEDICAL EXAMINER shall be responsible for contracting with and compensating said agencies for such services. The COUNTY will then reimburse the DISTRICT MEDICAL EXAMINER. The amount budgeted for services provided by contractual agencies is Twenty-Three Thousand, Two Hundred, Forty and 00/100 dollars (\$23,240). Payment shall be made monthly based on actual expenditures.

D. Other operating expenses (e.g., travel, communications, utilities, supplies, and other items) are budgeted in the amount of Thirty-Three Thousand, Seven Hundred, Forty-Six and 00/100 dollars (\$33,746). The

DISTRICT MEDICAL EXAMINER shall be responsible for direct payment of such expenses. The COUNTY will then reimburse the DISTRICT MEDICAL EXAMINER. Payment shall be made monthly based on actual expenditures.

- E. Capital Outlay expenses in the amount of 00/100 Dollars (\$0).
- F. Only those services that are billed and approved for payment by the DISTRICT MEDICAL EXAMINER or her designee will be paid by the COUNTY. DISTRICT MEDICAL EXAMINER shall provide the COUNTY on a monthly basis with a detailed invoice indicating all services performed up to the date of the invoice for each of the above expense Classifications. For Services specified in Paragraph 7C and 7D, said invoices shall include supporting documentation (e.g., copies of vendor invoices paid by the DISTRICT MEDICAL EXAMINER). Requests for payment of the invoices submitted shall be sent directly to the Board of County Commissioners, 6495 Caroline Street, Suite M, Milton, Florida 32570.

8. It is expressly understood by the Parties hereto that this Agreement is Contingent upon the continued appointment of Dr. Andrea N. Minyard as the DISTRICT MEDICAL EXAMINER for District One of the State of Florida. In the event that Dr. Minyard vacates this position, this Agreement shall terminate on the effective date of the vacation of the position.

9. The failure of any Party to comply with any provision of this Agreement shall place that Party in default, the non-defaulting Party shall notify the defaulting Party in writing. The notification shall make specific reference to the provision which gave rise to the default. The defaulting Party shall then be entitled to sixty (60) days in which to cure the default. In the event said default is not cured within said time, this Agreement may be terminated by the non-defaulting Party. The failure of any Party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance.

10. Notwithstanding any other provision of this Agreement to the contrary, it is expressly agreed by the Parties that this Agreement shall be subject to the availability of funds lawfully appropriated by the COUNTY for the purposes described herein, and, if at any time the COUNTY no longer has funds available to continue this Agreement, or any part thereof, the COUNTY may terminate this Agreement upon five (5) days written notice to the DISTRICT MEDICAL EXAMINER. However, the COUNTY is responsible for payment for autopsy and related service, as established and rendered prior to the date of termination, shall continue until such services have been paid for.

11. The COUNTY stipulates, agrees and understands the terms of this Agreement contemplate the anticipated activities and workload of the DISTRICT

MEDICAL EXAMINER based upon past statistics and reasonable projections. The COUNTY agrees that in the event the maximum payable amount has been dispersed, the COUNTY shall reimburse the DISTRICT MEDICAL EXAMINER for all related expenses as are submitted to the COUNTY.

12. Any rights or obligations under this Agreement shall not be assigned without the prior written consent of the non-assigning Party.

13. This Agreement may be amended or modified upon written agreement between the Parties. As provided in Section I hereon, this Agreement may be renewed annually. The DISTRICT MEDICAL EXAMINER is responsible for advising the COUNTY of her desire to renew this Agreement at least thirty (30) days prior to its termination date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes herein expressed, on the day and year first above written.

ATTEST:

CLERK OF THE CIRCUIT COURT

SANTA ROSA COUNTY
by and through its
BOARD OF COUNTY COMMISSIONERS

By: _____
Donald C. Spencer

By: _____
Lane Lynchard, Chairman

DISTRICT MEDICAL EXAMINER

By: _____
Andrea N. Minyard, M.D.

Administrative Item 6





SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

MEMORANDUM

TO: Board of Commissioners

FROM: Tony Gomillion, County Administrator

DATE: February 22, 2016

SUBJECT: Discussion of Area 3 Transportation Impact Fees

DISCUSSION

Discussion of the utilization of Area 3 Transportation Impact Fees.

BACKGROUND

The only remaining uncommitted funds are in area 3. A list of the potential sidewalk projects are included along with the fund balance information.

Transportation Impact Fees

Area 1 All funds expended or encumbered

Area 2 All funds expended or encumbered

Area 3 **Required expeditures for:**

FY2016	\$678,375
FY2017	\$8,419
FY2018	\$112,846
FY2019	\$124,537
FY2020	\$118,199
FY2021	\$73,148
FY2022	\$54,940
FY2023	<u>\$19,501</u>
	<u>\$1,189,965</u>

FY2016 Encumbered Projects

\$29,500	Tiger Point Sidewalks
<u>\$61,000</u>	Sidewalks connecting Navarre Library to Hwy 87
<u>\$90,500</u>	

Impact Fee Discussion List

Project Name	Description	Cost Estimate	Previous Board Action
Godwin Connection - Soundside Tiger Point Connection	This would be a 12 ft. wide asphalt trail through the Soundside Preserve and a portion of the Tiger Point HOA Common Area. Ranked #1 project in the South Santa Rosa Bicycle/Pedestrian Master Plan	\$203,076	County submitted a Florida Recreational Trail Program grant in 2015 and was not awarded but encouraged to reapply now that the project is identified on the State's Office of Greenways and Trails, Gap Trails Map.
Tom King Bayou – East Bay Blvd Multi-use Path Bicycle/Pedestrian Bridge	Design and Construction of a bicycle pedestrian bridge over Tom King Bayou to complete the CR 399, East Bay Blvd multi-use trail.	\$1,065,000	New Transportation Alternative Program Application to TPO. Deadline March 14, 2016
Panhandle Trail Bike Lanes from US 98 to East River Drive	Design and Construction of paved shoulders for designated bike lanes on both sides of Panhandle Trail	\$1,545,125	New Transportation Alternative Program Application to TPO. Deadline March 14, 2016

ID	Project	From	To	Description	Comments Planning / Comments Engineering	1.1 (50)	1.2 (50)	1.3 (20)	2.1 (50)	2.2 (40)	2.3 (30)	2.4 (20)	2.5 (10)	TOTAL
1	East Bay Boulevard Multi-Use Path Extension	Shadow Lake Drive	Edgewood Drive	Multi-Use Path	Local Programmed FY 2016	100	100	40	100	80	60	20	20	520
2	US 98	Escambia County Line	Okaloosa County Line	Bicycle lanes	Programmed within Resurfacing	0	0	0	0	0	0	0	0	0
3	Overpass on US 98 at Gondolier Boulevard	NA	NA	Pedestrian Overpass	Financially Infeasible	0	0	40	100	0	20	0	0	160
4	Overpass on US 98 at College Parkway	NA	NA	Pedestrian Overpass	Financially Infeasible	0	0	40	100	0	0	20	0	160
5	Overpass on US 98 at Oak Drive	NA	NA	Pedestrian Overpass	Financially Infeasible	0	0	40	100	0	0	20	0	160
6	Overpass on US 98 at Lighthouse Pointe Drive	NA	NA	Pedestrian Overpass	Financially Infeasible	0	0	40	100	0	0	20	0	160
7	Overpass on US 98 at Sunrise Drive	NA	NA	Pedestrian Overpass	Financially Infeasible	0	0	40	100	0	0	20	0	160
8	Overpass on US 98 at Navarre Visitor Center	NA	NA	Pedestrian Overpass	Under Design, Not Funded	100	100	40	100	0	30	40	20	430
9	Gulf Power Multi-Use Trail	Bergen Rd	Edgewood Drive	Multi-Use Trail / MTB using	Multiple S/D, private property, existing blocked access, potential new school	100	100	30	100	80	30	20	20	480
10	Oriole Beach Road Improvements	Bay Street	US 98	MultiModal	Existing flex posts on east side to school, Engineering: Costly drainage improvements requ	100	100	20	100	0	30	20	20	390
11	Gondolier Sidewalks	US 98	Villa Venyce Park	Sidewalk	Also on South Santa Rosa Loop	50	50	10	50	40	30	0	10	240
12	Villa Venyce Area Neighborhood Sidewalks	Multiple	Multiple	Sidewalks on Neighbrood Lo	Low volume residential streets	0	0	0	50	0	0	0	0	50
13	Soundside Drive Rest Stop at Oak Drive	NA	NA	Rest Stop at Oak Drive	South Santa Rosa Bike Loop marked at Woodlawn Beach	0	0	0	0	0	0	0	0	0
14	Soundside Drive Rest Stop at Lands End Lane	NA	NA	Rest Stop at Lands End Lane	East of existing South Santa Rosa Bike Loop	0	0	0	0	0	0	0	0	0
15	Church Street Extension	Church Street	US 98	New Route	Multiple S/D, private property, existing blocked access	0	0	0	0	0	0	0	10	10
16	West Holley by the Sea Sidewalks	Multiple	Multiple	Neighborhood sidewalks	Low volume residential streets, 2 connectors (Sunrise and Edgewood)	0	0	0	50	0	0	0	0	50
17	Navarre Beach Roundabout	NA	NA	Roundabout	Funding not likely, dual left turn lanes currently installed - traffic project	0	0	0	0	0	0	0	0	0
18	Sunrunner Ln Whisper Bay Blvd Connector	Sunrunner Lane	Whisper Bay Boulevard	NewRoute / Neighborhood Co	Existing ROW, Plans	50	50	0	0	40	30	20	10	200
19	Manor Circle Sanibel PI Connector	Manor Circle	Sanibel Place	New Route / Neighborhood Co	Sanibel Ln Stubout to Private property - currently a vacant s/d lot on Manor Cir	0	0	0	0	0	0	30	0	30
20	Oakridge Dr Ranchette Square Connection	Whisper Bay Boulevard	Ranchette Square	New Route / Neighborhood Co	Two large acre parcels seperating Ranchettes and Whisper Bay- Cemetary. No access private property.	0	0	0	0	0	0	30	0	30
21	Duke Drive Extension/Improvements	Duke Drive	SR 281	New Route/Improvements	Large acreage with proposed subdivision in database/Powerline Easement	0	0	0	0	40	0	20	0	60
22	Ebbtide Lane Connector	Paradise Lane	Paradise Bay Drive	New Route	Single 5 acre lot private property seperating	0	0	0	40	0	0	20	0	60
23	Paradise Bay Drive Connector	Paradise Bay Drive	Bay Pointe Drive	New Route	Existing homes in s/d	0	0	0	40	0	0	20	0	60
24	Bay Pointe Drive Connector	Bay Pointe Drive	Sandy Bluff Drive W	New Route	Existing homes in s/d	0	0	0	40	0	0	20	0	60
25	Green Briar Pkwy N Southwind Dr Connector	Green Briar Pkwy	N Southwind Drive	New Route	Existing homes in s/d	0	0	0	40	0	0	20	0	60
26	Hickory Shores Boulevard Sandy Bluff Connector	Sandy Bluff Drive E	Hickory Shores Boulevard	New Route	Two private large lots seperating	0	0	0	40	0	0	20	0	60
27	Hickory Shores Road Improvements	US 98	Hickory Shores Boulevard	Bike Lanes	Soundside Loop to CR 399 Connector	50	50	10	50	40	30	20	10	260
28	Hickory Shores Blvd Improvements	Hickory Shores Road	Kell Road	Bike Lanes	Soundside Loop to CR 399 Connector	50	50	10	50	40	30	20	10	260
29	Keystone Drive Improvements	Kell Road	Cedar Street	Bike Lanes	Soundside Loop to CR 399 Connector	50	50	10	50	40	30	20	10	260
30	Cedar Street Improvements	Keystone Drive	CR 399	Bike Lanes	Soundside Loop to CR 399 Connector	50	50	10	50	40	30	20	10	260
31	Comanche Trail (Hickory Shores Blvd) Batar Rd Conne	Comanche Trail	Baltar Road	New Route/ Neighborhood Co	Appears to be a trail or dirt road through 3 private properties	0	0	0	0	40	0	20	0	60
32	Coronado Drive Extension	Coronado Drive	US 98	New Route	Deadends into Avalex Complex drainage ditch	0	0	0	0	40	0	0	10	50
33	Service Road (near Crane Cove Blvd)	US 98	Crane Cove Boulevard	Sidewalk	Whisper Cove BLVD serves this purpose behind cinema, US 98 widening	0	0	0	0	0	30	0	0	30
34	Manhattan Court Multi-Use Path	Manhattan Court	Walmart	New Route	Current trails across private property at end of cul de sac stub, McNemar more likely	0	0	0	50	0	30	0	0	80
35	Oak Pointe Drive Soundside Connector	Oak Pointe Drive	Soundside Drive	New Route	Oak Point deadends into a FDEP Conservation Easement, southern connection to Madura on list	0	0	10	0	40	0	20	10	80
36	Tiger Point Soundside Multi Use Connection	Madura Road	Soundside Drive	New Route	Crossing through the Soundside Preserve, existing trail	200	200	20	100	80	60	20	20	700
37	PSC Connection	Nantahala Beach Road	Woodlawn Way	Improvements and signage th	Outreach to PSC, Woodlawn Beach Middle School, Woodlawn Bch is Grid Connector	50	0	0	50	0	30	0	10	140
38	Woodlawn Beach Middle School Connection	Summersweet Court	Woodlawn Way	New path to access school	Individually platted vacant lots on West Shores Blvd	50	0	0	50	0	30	0	0	130
39	Soundside Drive Extension	Soundside Drive	Emerald Sound Drive	New Route	Cat 2 storm surge, extensive wetlands, multiple property owners	0	0	0	0	40	0	20	0	60
40	Emerald Sound Drive Extension	Emerald Sound Drive	Winding Shore Drive	New Route	Cat 2 storm surge, extensive wetlands, multiple property owners	0	0	0	0	40	0	20	0	60
41	Beachcomber Drive Extension	Beachcomber Drive	Emerald Sound Drive Ext	New Route	Extensive wetlands, multiple property owners with lots from US 98 to Sound	0	0	0	0	0	0	20	0	20
42	Bergen Parallel Road	River Birch Road	US 98	New Route	Private property, no ROW, no connections	0	0	0	0	0	0	0	0	0
43	Marlin Street Sundown Drive Connector	Heronwalk Drive	Marlin Street	New Route	Hidden Shores HOA and HBTS HOA possible connections	50	0	0	0	40	0	20	0	110
44	Constitution Drive Extension	Manatee Street	Constitution Drive	New Route	One property owner with multiple lots on Constitution and HBTS HOA on Manatee St. - Sunrise 400ft west is grid connector	0	0	0	0	0	0	20	0	20
45	Adams Street Extension	Manatee Street	Adams Street	New Route	Subdivision Proposed - 2012 Rezoning at end of Adams, wetlands	0	0	0	0	0	0	20	0	20
46	Alfred Boulevard	Lowe Rd	Zoe Circle	Sidewalk	SRTS	50	50	0	50	0	30	0	0	180
47	Zoe Circle	Alfred Blvd	Terminus	Sidewalk	SRTS	50	50	0	50	0	30	0	0	180
48	Antionette Cricle	Alfred Blvd	Terminus	Sidewalk	SRTS , existing path from Antionette	50	50	0	50	0	30	0	0	180
49	Lowe Road	US 98	School	Sidewalk	SRTS	50	50	10	50	0	30	20	0	210
50	Sandstone	Lowe Rd (School)	Resort Street	Sidewalk	SRTS	50	50	10	50	0	30	20	10	220
51	Leisure Street Connection	Citrus Drive	Hemlock Drive	New Route	Undeveloped ROW - Community Access Road, not paved	0	0	0	0	40	0	20	10	70
52	Citrus Drive/ Lakes Edge Lane Extension	Citrus Drive	East Bay Boulevard	New Route/Neighborhood Co	Existing homes in s/d; However, Lakes Edge Ln connects to Gable Lake via undeveloped ROW.	50	50	10	0	40	0	20	10	180
53	Blackjack Drive Extension	Blackjack Drive	Brewster Street	New Route	Existing platted lots, wetlands. Possible to use NOLF Holley parimeter- future development	0	0	0	0	0	0	20	0	20
54	Leisure Street Extension	Leisure Street	Avenida de Sol	New Route	Existing platted lots. Possible to use NOLF Holley parimeter as shown on NTCP	0	0	0	0	0	0	20	0	20
55	Palmetto Lane Street Extension	Restort Street	Catline Circle	New Route	Stormwater Pond, Williams Creek Crossing	0	0	0	0	0	0	20	0	20
56	Sandstone Road Extension	Sandstone Road	4th Street	New Route	Williams Creek Crossing, connection to school, possible CAR alignment	50	50	10	0	40	30	20	10	210
57	Publix Improvements	Publix	US 98	Improvements	CAR & US 98 Widening	50	50	20	50	40	30	20	10	270
58	Sunset Drive Extension	SR 87	Sunset Drive	New Route	CAR	0	0	10	0	40	0	20	10	80
59	Turkey Bluff Road Extension	Turkey Bluff Road	East River Drive	New Route	Large parcel acreage , wetlands	0	0	10	0	40	0	20	10	80
60	Sand Pine Drive Extension	Sand Pine Drive	Hartman Ct	New Route / Neighborhood Co	Wetlands	0	0	10	0	40	0	20	0	70
61	Bone Bluff Drive Extension	Bone Bluff Drive	Okaloosa County Line	New Route	Large Parcel Acreage then Eglin AFB, wetlands	0	0	10	0	40	0	20	0	70
62	Walmart Connection	US 98	Prytania Circle	New Route	Existing homes, platted lots end of Prytania. Quail Roost dead ends in wetlands. CAR. Timber Lane created access to Dollar Store.	50	0	20	0	40	0	20	10	140
63	Gulf Boulevard Southern Route	Utility Drive	CR 399 Navarre Beach C	Imprvoments	Parking for State Park per Engineering, possble RESTORE tourism, utility issues	50	50	20	50	40	30	20	10	270
65	Tiger Point Boulevard Improvements	Madura Road	US 98	Improvements	On the existing South Santa Rosa Loop, sidewalk project	50	50	10	50	40	30	20	10	260
66	Soundside Drive Improvements	US 98	Tiger Point Soundside C	Bike Lanes	Currently only a partial wide shoulder on north side from Chinquapin to US 98	50	50	10	50	40	30	20	10	260
67	CR 281 Improvements	Garcon Point Bridge	US 98	Improvements	Existing wide shoulders not marked, FDOT	50	0	20	50	0	0	0	0	120
68	Bal Alex Improvements	Elliot Drive	Hickory Shores Boulevard	Bike Lanes	Low volume residential street - no through connection	0	0	0	50	0	0	20	0	70
69	Bergren Road Improvements	East Bay Boulevard	US 98	Bike Lanes	North South connector from US 98 to CR 399	50	50	10	50	40	30	20	10	260
70	Edgewood Drive Improvements	East Bay Boulevard	US 98	Improvements	North South connector from US 98 to CR 400	100	100	20	100	80	60	40	20	520
71	Water Street Improvements	Edgewood Drive	Sunrise Drive	Bike Lanes	Community Access Road Study Area	50	50	10	50	40	30	20	10	260
72	Marlin Street Improvements	Sundown Drive	Sunrise Drive	Bike Lanes	Community Access Road Study Area	50	50	10	50	40	30	20	10	260

73	Leisure Street Improvements	Edgewood Drive	Citrus Drive	Bike Lanes	Community Access Road Study Area - Currently paved	50	50	10	50	40	30	20	10	260
74	Leisure Street Improvements B	Hemlock Drive	Moray Drive	Improvements	Community Access Road Study Area - Not currently paved	50	50	10	50	40	30	20	10	260
75	East Bay Boulevard Multi-Use Path Connection	Paso de Vivoz	Avenida de Soto	Bridge for Multi-Use Path	Cost considerations?	50	50	10	50	40	30	20	10	260
76	Sunrise/ Valley Road/P.G.A. Boulevard Improvements	Sunrise Drive	East Bay Boulevard	Bike Lanes	North South Connector Could be bi directional with Edgewood	50	50	10	50	40	30	20	10	260
77	Citrus Drive Improvements	Manatee Street	Citrus Drive Extension	Improvements	North connection not feasible - private property, existing homes	0	0	0	50	0	0	20	0	70
78	Manatee Drive Improvements	Sunrise Drive	Seagrape Drive	Bike Lanes	Community Access Road Study Area	50	50	10	10	40	30	20	10	220
79	Sandstone Road Improvements	West Navarre Primary School	Resort Street	Bike Lanes	Community Access Road Study Area	50	50	10	10	40	30	20	10	220
80	Resort Street Improvements	Sandstone Road	North end of Resort Street	Bike Lanes	Dead end into wetlands no north connection	0	0	0	50	0	0	20	0	70
81	Blackjack Drive Improvements	Blackjack Circle	East Bay Boulevard	Bike Lanes	Currently not paved - closed loop south of CR 399	0	0	0	50	0	0	20	0	70
82	Williams Creek Drive Improvements	Holley-Navarre Middle School	4th Street	Sidewalk	SRTS - Drainage issues?	50	50	10	50	0	30	20	10	220
83	4th Street Improvements	Navarre School Road	Andorra Street	Sidewalk	Existing sidewalk	0	0	0	0	0	0	0	0	0
84	Andorra Street Improvements	US 98	CR 399	Sidewalk	Loop road, in Navarre Town Center Plan as designated collector	50	50	10	50	40	30	20	10	260
85	Fronterra Street Improvements	Andorra Street	Publix	Sidewalk	TAP/Drainage?	50	50	0	50	0	30	20	10	210
86	Montalban Street Improvements	Andorra Street	SR 87	Sidewalk	Needs sidewalk connection to SR 87	50	50	0	50	40	30	0	10	230
87	Verdura Street Improvements	Avenida de Sol	Fronterra Street	Bike Lanes	Low volume residential street East West HBTS	50	0	0	50	40	0	20	0	160
88	Nevada Street Improvements	Avenida de Sol	SR 87	Bike Lanes	Existing sidewalk, connects to 87, NTCP shows future west connection	50	50	10	50	40	30	20	10	260
89	Avenida de Sol Improvements	4th Street	East Bay Boulevard	Bike Lanes	NBTS North South Connector, Andorra close by on loop	50	0	10	50	0	0	20	10	140
90	Fronterra Street Improvements	Segura Street	Montalban Street	Bike Lanes	Avenida de Sol and Andorra are through connectors, commercial access NTCP	50	0	10	50	0	0	20	10	140
91	Segura Street Improvements	Fronterra Street	SR 87	Bike Lanes	East West Connector	50	0	10	50	0	0	20	10	140
92	Laredo Street Improvements	Fronterra Street	Granada Street	Bike Lanes	Identified in Navarre Town Center Plan as Collector Road	50	50	10	50	40	0	20	10	230
93	SR 87 Improvements	East Bay Boulevard	US 98	Bike Lanes	FDOT, sidewalks and bike lanes already there	0	0	0	0	0	0	0	0	0
94	Presidio Street Improvements	James M. Harvell Road	US 98	Bike Lanes	In Navarre Town Center Area	50	50	0	50	0	0	20	10	180
95	Alhambra Street Improvements	El Paseo Street	US 98	Bike Lanes	In Navarre Town Center Area	50	50	0	50	0	0	20	10	180
96	Granada Street Improvements	Laredo Street	US 98	Bike Lanes	Identified in Navarre Town Center Plan as Collector Road	50	50	10	50	40	0	20	10	230
97	High School Boulevard Improvements	SR 87	Ortega Street	Bike Lanes	Existing sidewalk	0	0	0	0	0	0	0	0	0
98	Ortega Street Improvements	Hartington Dr	US 98	Bike Lanes	Ortega is high school collector, in Navarre Town Center Plan as bike path/route	50	50	10	50	40	0	20	10	230
99	Hartington Drive	Ortega Street	SR 87	Bike Lanes	Identified in Navarre Town Center Plan as bike path/route	50	50	10	50	40	0	20	10	230
100	Turkey Bluff Road Improvements	SR 87	East end of Turkey Bluff	Bike Lanes	Connects YMCA etc	50	50	10	50	40	0	20	10	230
101	Sand Pine Drive Improvements	West end of Sand Pine Drive	East end of Sand Pine Drive	Bike Lanes	No connections	0	0	0	50	0	0	20	0	70
102	East River Drive Improvements	Pawnee Drive	Abaco Dr	Bike Lanes	Ditches both sides of road, YMCA/Park connector	50	50	10	50	40	0	20	10	230
103	Sunset Drive Improvements	Pawnee Drive	Sunset Drive Extension	Bike Lanes	Dead end into drainage area	0	0	0	50	0	0	20	0	70
104	Prytania Circle Improvements	Sunset Drive Extension	Walmart Access	Multi Path	Prytania is built out cul de sac									0
105	Bone Bluff Drive Improvements	Bob White Circle	Bone Bluff Drive Extension	Bike Lanes	Low traffic volume residential loop - no connection	50	0	0	50	0	0	0	0	100
106	US 98 Sidewalks	Mar Mar Drive	Crescent Wood Road	Sidewalks on north side of US 98	US 98 widening will accommodate	0	0	0	0	0	0	0	0	0
107	Navarre Beach Causeway Improvements	US 98	Gulf Boulevard	Bike Lanes	Should be considered in any new bridge design.	50	50	20	50	40	30	20	10	270
108	White Sands Boulevard Alternate Beach Route	South Carolina Street	Arkansas Street	Bicycle Route Signage	Low traffic volume residential street - alternate to bike lanes on Gulf Blvd	50	0	0	50	0	30	20	0	150
109	Bay Street	Laural St	Coronado St	Bike Lanes	On existing South Santa Rosa Loop, engineering analysis in house	50	50	10	50	40	30	20	10	260

Administrative Item 7





SANTA ROSA COUNTY BOARD OF COMMISSIONERS



6495 Caroline Street, Suite C
Milton, Florida 32570-4592

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

TONY GOMILLION, County Administrator
Roy V. Andrews, County Attorney
Jayne Bell, OMB Director

MEMORANDUM

TO: EMILY SPENCER

FROM: ROY V. ANDREWS

DATE: FEBRUARY 25, 2016

SUBJECT: ADVERTISING ORDINANCE FOR PUBLIC HEARING

The following is the heading for the advertisement of the ordinance amending the Land Development Code, which is to be heard at the public hearing beginning at 9:30 a.m., March 10, 2016 at the Regular Meeting of the Board of County Commissioners.

AN ORDINANCE RELATING TO SANTA ROSA COUNTY, FLORIDA; AMENDING THE LAND DEVELOPMENT CODE ORDINANCE 91-24 AS AMENDED; AMENDING ARTICLE THREE SECTION 3.00.01 DEFINITIONS; AMENDING ARTICLE TEN REPLACING IT IN ITS ENTIRETY AND ADOPTING A NEW ARTICLE 10 FLOODPLAIN MANAGEMENT ORDINANCE; ADOPTING FLOOD HAZARD MAPS, DESIGNATING A FLOODPLAIN ADMINISTRATOR, ADOPTING PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS; AMENDING ARTICLE TWELVE BY DELETION OF SECTION 12.04; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Administrative Item 8





SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

MEMORANDUM

TO: Board of Commissioners

FROM: Tony Gomillion, County Administrator

DATE: February 22, 2016

SUBJECT: Public Hearing for Navarre Beach Re-nourishment MSBU

DISCUSSION

Discussion of establishing public hearing dates for Navarre Beach Re-nourishment project MSBU and review of updated information.

BACKGROUND

It is necessary to conduct the public hearing to establish the MSBU tentative rate before the April 1st Property Appraiser's TRIM notice deadline. Updated information is provided as backup and accounts for all active construction projects on Navarre Beach. In addition to the MSBU considerations, the Board may choose to direct staff to investigate financing options for this project.

ACTIONS TO BE CONSIDERED

1. Establish public hearing for March 10, 2016.



SANTA ROSA COUNTY BOARD OF COMMISSIONERS



6495 Caroline Street, Suite C
Milton, Florida 32570-4592

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R. LANE LYNCHARD, District 5

TONY GOMILLION, County Administrator
Roy V. Andrews, County Attorney
Jayne Bell, OMB Director

MEMORANDUM

TO: EMILY SPENCER

FROM: ROY V. ANDREWS

DATE: FEBRUARY 25, 2016

SUBJECT: ADVERTISING ORDINANCE FOR PUBLIC HEARING

The following is the heading for the advertisement of the ordinance establishing the Navarre Beach Renourishment MSBU, which is to be heard at the public hearing beginning at 9:30 a.m., March 10, 2016 at the Regular Meeting of the Board of County Commissioners.

**AN ORDINANCE OF SANTA ROSA COUNTY, FLORIDA,
ESTABLISHING THE NAVARRE BEACH RESTORATION PROJECT MUNICIPAL
SERVICE BENEFIT UNIT; PROVIDING FOR THE IMPOSITION OF ASSESSMENTS
FOR THE PROVISION OF RESTORATION PROJECT SERVICES; PROVIDING FOR
THE COLLECTION OF SUCH SPECIAL ASSESSMENT; PROVIDING FOR
DEFINITIONS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Administrative Item 9





FEB 16 2016

February 11, 2016

Scott Ginnett
Board Chairman

Tony Gomillion, County Administrator

Susan Nelms
Executive Director

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

Dear Mr. Gomillion:

The Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, allows for a 19 member Board of Directors, with 10 (5 Santa Rosa County/5 Escambia County) of those members from the private sector.

Russell B. Branch currently serves as the disabled representative on the Board, but has informed me that he will be taking a new position with Escambia County Destination Management Organization (Escambia DMO) as Executive Director. This creates a vacancy for the disabled representative on the board.

Katrina Simpkins, Vocational Assessment and Training Services Manager for Global Connections to Employment/Lakeview Center, Inc., has been nominated by Lakeview Center to serve as the CBO representative for the disabled, on the CareerSource Escarosa (Escarosa) Board of Directors. (See attached profile sheet).

Escarosa therefore requests your assistance in reviewing and appointing Ms. Simpkins to serve as the disabled representative on the CareerSource Escarosa Board of Directors.

Please let me know if you need additional information or if I can be of further assistance in this process. Thanks for your help with the required appointment.

Sincerely,

A handwritten signature in black ink that reads "Susan Nelms".

Susan Nelms
Executive Director

SN/js

Attachment

Administrative Item 10





10
FEB 16 2016

February 11, 2016

Scott Ginnett
Board Chairman

Susan Nelms
Executive Director

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

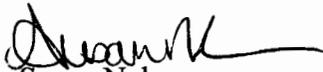
Dear Mr. Gomillion:

In accordance with the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, we are required to have two (2) labor representatives on our Board. We currently have one labor representative on the Board.

Mr. Mark V. Lewellyn has been nominated by the Northwest Florida Federation of Labor to serve as one of the labor representatives on the CareerSource Escarosa Board of Directors. We therefore, respectfully request the appointment of Mark V. Lewellyn to the Board.

Please let me know if you have questions or require additional information. As always, thank you for assisting us with CareerSource Escarosa Board membership requirements.

Sincerely,


Susan Nelms
Executive Director

SN/js

Enclosure

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

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

Name: Mark V. Lewellyn Title: Delegate
 Business Name: Northwest Florida Federation of Labor
 Address: 7830 N Palatka St Phone No.: _____
Pensacola, FL 32526 FAX No.: _____
 E-Mail Address: mark-lewellyn@cox.net
 Cell Phone No.: 850 699-2823

Home Address: 6200 Hwy 393
Crestview, FL 32539

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

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

Board Memberships

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

I would like to work on the Board to represent labor and workers needs

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
 Yes _____ No X

Please attach a copy of your resume' to this form

Mark V. Lewellyn

6200 Hwy 303
Crestview, FL 32539
Phone: (850)699-2823
E-mail: Mark-Lewellyn@cox.net

Objectives

To participate in Escarosa Workforce Board

Education

Crestview High School, Crestview FL
Graduated

Pensacola State College

2 years

Machinist Certification

Experience

L-3 Vertex Aerospace

Pensacola Naval Air Station

June 2000- Present

Bayou Mechanical

Crestview FL

1993-2000

Skills

Aircraft Welder

Machinist

SE Welder

Administrative Item 11





SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

MEMORANDUM

TO: Board of Commissioners

FROM: Tony Gomillion, County Administrator

DATE: February 22, 2016

SUBJECT: Clerk of Court Request for Additional Board Support Personnel

DISCUSSION

Discussion of request from the Clerk of Court to add an assistant deputy clerk to BOCC position to the Board Support Department. This maximum initial additional cost with benefits would be approximately \$43,000.00.

BACKGROUND

Attached is the documentation from the Clerk's office that discusses the type of position anticipated and the reason for the request.

Board Support Department:(Brandy Kea and Amanda Pierce)

In the past, the Board Support Department prepared minutes (monthly) for the following:

- Committee meetings x 2
- Regular meetings x 2
- Rezoning meeting
- Zoning Board meeting
- Any additional Board workshops, Budget meetings, interviews, Value Adjustment Board meetings, etc.

These averaged approximately 7 meetings per month for 2 staff members to attend and prepare minutes in a timely manner.

December 10, 2012, the **Local Restore Council** was established and added

May 2013, the **Civil Service Board** hearings and meetings were added.

June 2015, **Tourist Development Council's Board of Director** meetings were added. *** (this began as temporary assistance and progressed to full time and this office now travels to Navarre and/or Gulf Breeze for these meetings.

The addition of these 2 "advisory" boards and the addition of the Civil Service Board (independent of the BOCC) have increased the workload adding on the average another 3 meetings to the original 7 meetings.

This Department is also custodian for the Board of Commissioners contract agreements, ordinances, and resolutions which takes time for filing and record keeping in an organized and timely manner.

The Clerk is responsible for the coordination of the Value Adjustment Board process during the months of May thru the end of October. This is an extremely busy time for this department due to the statutory requirements of the VAB and this is when the additional budget meetings begin for the BOCC. I would like to have more time to devote to my VAB duties during the VAB process. This process is very tedious and detailed due to Florida Statutory requirement, the Department of Revenue procedures and the coordination and scheduling with the Property Appraisers Office, VAB Board members, Special Magistrates and VAB attorney.

January 2015 - 8	August 2015 – 15
February 2015 – 7	September 2015 – 13
March 2015 – 7	October 2015 – 10
April 2015 – 8	November 2015 – 7
May 2015 – 9	December 2015 – 5
June 2015 – 10	
July 2015 – 10	Total meetings for 2015 - 109



ASSISTANT DEPUTY CLERK TO BOCC (RANGE 13)

Class Code:
9171

Bargaining Unit: GENERAL

SANTA ROSA COUNTY
Established Date: Jan 14, 2014
Revision Date: Mar 20, 2014

SALARY RANGE

\$10.50 Hourly
\$840.00 Biweekly
\$1,820.00 Monthly
\$21,840.00 Annually

GENERAL DESCRIPTION:

Moderately complex clerical/secretarial work related to Board of County Commissioners Committee and special meetings.

ESSENTIAL JOB FUNCTIONS:

Essential functions are fundamental job duties. They do not include marginal tasks which are also performed but are incidental to the primary functions. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position, nor does every position allocated to the class necessarily perform every duty listed. Personal characteristics required of all employees such as honesty, industry, sobriety and the ability to get along with others, are presumed qualities and may not be listed specifically.

Serves as an assistant by planning, initiating and completing secretarial, clerical and administrative offices activities;
Attends meetings of Commissioners as Clerk's representative;
Attends Commissioners meetings to take dictation and record meeting on cassette or other media tapes and transcribes minutes and prepares a "proof" set for verification with Clerk's staff;
Completes preparation of minutes after verification process;
Maintains and indexes cassette tapes of meetings by date for archive records;
Assists with maintaining departmental files and publications;
Assists with the Value Adjustment Board meetings and all files pertaining to said meetings;
Assists in the preparation and maintenance of departmental bookkeeping, fiscal records;
Distributes Gun Permit info applications;
Contacts preachers for meetings;
Receives and routes telephone calls, answering questions which may involve minutes and documentation of the Commissioners meetings;
Assists with preparation of agreements, resolutions, budget amendments and ordinances as required;
May perform research and retrieval of records and data;
Assists Clerk in any capacity as directed;

ESSENTIAL PHYSICAL SKILLS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit; reach with hands and arms and talk or hear. The employee is occasionally required to stand and walk. The employee must frequently lift and/or move up to 15 pounds.

ENVIRONMENTAL CONDITIONS: Office.

KNOWLEDGE OF: Business English, spelling, arithmetic, office practices and procedures. Database software; Internet software; Spreadsheet software and Word Processing software.

ABILITY TO: Read and comprehend moderately complex instructions, short correspondence, and memos; to write correspondence; to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization; make arithmetic computations and tabulations accurately and with reasonable speed; meet and deal with public in a polite and courteous manner.

SKILLS: Operation of computer/data entry equipment; type.

MINIMUM QUALIFICATIONS:

High school diploma or general education degree (GED). Five years experience in secretarial duties, including one year experience in the operation of a PC or similar data entry equipment; type 35wpm.

\$ 3,065.45

Administrative Item 12





SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

MEMORANDUM

TO: Board of Commissioners

FROM: Tony Gomillion, County Administrator

DATE: February 22, 2016

SUBJECT: Variable Annuity Life Insurance Company

DISCUSSION

Discussion of approving the updated Variable Annuity Life Insurance Company Plan documents and approval to terminate the plan effective March 1, 2016.

BACKGROUND

This plan has been in existence since 2004. However, the Board stopped offering the plan to new participants after October 2006. The prior participants have removed all remaining contributions from the plan; therefore, staff recommends the plan agreement be terminated.

SANTA ROSA COUNTY

DEPARTMENT OF HUMAN RESOURCES AND RISK MANAGEMENT

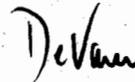
6495 CAROLINE STREET • SUITE I
MILTON, FLORIDA 32570-4592
(850) 983-1863
FAX (850) 983-1868

DEVANN COOK
DIRECTOR

MEMORANDUM

TO: Santa Rosa County Board of Commissioners

FROM: DeVann Cook, Director, Human Resources



THROUGH: Tony Gomillion, County Administrator

RE: VALIC Plan Documents

DATE: February 15, 2016

Recommendation

I recommend approval of the attached Variable Annuity Life Insurance Company (VALIC) plan documents.

Background

On April 22, 2004, the Board approved employee participation in a program called Bencor. The Bencor program allowed employees to defer their leave payouts into a fund that was tax exempt upon withdrawal, if used to pay for medical expenses or health insurance. Due to continued complaints from employees about the inability to spend their money immediately, the Board withdrew from the program on October 12, 2006. Several employees had taken advantage of the program and had money in the program. Variable Annuity Life Insurance Company (VALIC) is the administrator for Bencor. As laws and regulations change, it is necessary for Santa Rosa County to update our plan document(s). The most recent plan update documents are attached.

Attachments

DC/lh

cc: R. Andrews

SANTA ROSA COUNTY

DEPARTMENT OF HUMAN RESOURCES AND RISK MANAGEMENT

6495 CAROLINE STREET • SUITE I
MILTON, FLORIDA 32570-4592
(850) 983-1863
FAX (850) 983-1868

DEVANN COOK
DIRECTOR

MEMORANDUM

TO: Santa Rosa County Board of Commissioners

FROM: DeVann Cook, Director, Human Resources *DeVann*

THROUGH: Tony Gomillion, County Administrator

RE: VALIC Plan

DATE: February 15, 2016

Recommendation

I recommend termination of our Variable Annuity Life Insurance Company (VALIC) plan effective March 1, 2016.

Background

In preparing for our plan update, I discussed the need to continue with our VALIC representative. She advised that all previous participants have withdrawn their funds. Since we no longer allow contributions, we can terminate the plan with a letter from the Chairman.

DC/lh

cc: R. Andrews



VALIC Retirement Services Company
P.O. Box 15648
Amarillo, TX 79105

January 30, 2016

Re: **REQUIRED PLAN UPDATE**
Santa Rosa County FL Board of Commissioners 401(a) Special Pay Plan; GA#68903.P#001 (the "Plan")

Dear Retirement Plan Administrator:

It is time to restate your plan document. Internal Revenue Service ("IRS") regulations require retirement plan documents be updated periodically to incorporate law changes. The law changes incorporated in this restatement include:

- Pension Protection Act ("PPA")
- Final regulations under Internal Revenue Code Section 415
- Heroes Earnings Assistance and Relief Tax Act ("HEART")
- Worker, Retiree and Employer Recovery Act ("WRERA")
- Small Business Jobs Act ("JOBS")

Collectively these are included in the "PPA document".

Failure to execute a restated document by the April 30, 2016 deadline may result in costly corrections.

To assist you in the timely update of the Plan, VALIC has drafted a restatement of your current document onto VALIC's preapproved Governmental Volume Submitter plan document which incorporates the law changes listed above. Please review all provisions in the enclosed plan documents carefully to ensure they are consistent with the operation of your Plan.

As a valued partner, VALIC is pleased to provide this PPA restatement to you at no cost. Additionally we have provided an **ACTION ITEMS** list to assist you.

Should you have any questions please do not hesitate to contact our Plan Sponsor Service Team at 1-888-478-7020 or contact your VALIC financial advisor.

VALIC, Institutional Services

Securities and investment advisory services offered through VALIC Financial Advisors, Inc., member FINRA, SIPC and an SEC-registered investment advisor. Annuities issued by The Variable Annuity Life Insurance Company. Variable annuities distributed by its affiliate, AIG Capital Services, Inc., member FINRA. VALIC represents The Variable Annuity Life Insurance Company and its subsidiaries, VALIC Financial Advisors, Inc. and VALIC Retirement Services Company.



VALIC Retirement Services Company
P.O. Box 15648
Amarillo, TX 79105

**SANTA ROSA COUNTY FL BOARD OF COMMISSIONERS 401(a) SPECIAL PAY PLAN (GA#68903 Plan #001)
PENSION PROTECTION ACT RESTATEMENT PLAN DOCUMENT CHECKLIST**

Please check each box as you complete each item and note the action required for each item listed below:

- Adopting Resolution.** Many organizations have internal governance procedures and protocols that must be followed when transacting certain types of activities. We have included a resolution or you may prefer to use your own format. **Please return an executed copy of the adopting resolution to VALIC.**
- Adoption Agreement.** This Adoption Agreement has been pre-approved by the Internal Revenue Service (IRS) as satisfying the form requirement(s) for PPA. The Adoption Agreement contains option(s) which may be selected among the available plan design alternatives. VALIC has restated your current plan provisions onto this PPA Governmental Volume Submitter Adoption Agreement as closely as possible. Please review this Adoption Agreement carefully to ensure it reflects your understanding of the actual operation/administration of your plan. If you find that changes are necessary, please contact VALIC as soon as possible. **Please have an authorized individual sign and date the Adoption Agreement and return an executed copy to VALIC.**
- Legislative Amendment.** Please be advised that VALIC has not received an executed copy of the PPA/HEART/WRERA Amendment previously mailed to you. Since VALIC could adopt this Legislative Amendment on your behalf we have prepared the PPA restated plan document based on the default provisions within this amendment. If you need to change a plan provision from the default provision, please contact VALIC immediately.
- Basic Plan Document.** The Basic Plan Document contains standard language that is common to all plans of that type. The Basic Plan Document in conjunction with the Adoption Agreement constitutes your Plan. Please keep this document with your Plan records.
- IRS Advisory Letter.** The IRS Advisory Letter is an opinion from the IRS that the form and written terms of VALIC's Governmental Volume Submitter Plan document are acceptable under Section 401 of the Internal Revenue Code. As an adopting employer, you may rely on this favorable Advisory Letter without having to request an individual determination letter from the IRS. If this Checklist includes an Addendum, your reliance on the IRS Advisory Letter issued to VALIC may be limited. Please keep this document with your Plan records.
- Return signed copies to VALIC.** Please sign, date and return one copy of the plan documents listed above to the address below. Items not requiring a signature should be maintained with your Plan records.

VALIC, Institutional Services
2929 Allen Parkway, L8-10
Houston, Texas 77019
Email: plan.documents@valic.com
Fax: 713-831-8237

VALIC

VALIC Retirement Services Company
P.O. Box 15648
Amarillo, TX 79105

ACTION ITEMS

<u>Action Item Description</u>	<u>Due Date</u>	<u>Completion Date</u>
Adopt Resolution		
Sign Adoption Agreement		

Documents to be returned to VALIC:

Adopting Resolution
Adoption Agreement

Please return all signed documents to:

VALIC Institutional Services
2929 Allen Parkway, L8-10
Houston, TX 77019



The Variable Annuity Life Insurance Company
P.O. Box 15648
Amarillo, TX 79105

**PENSION PROTECTION ACT, HEART ACT AND
WORKER, RETIREE, AND EMPLOYER RECOVERY ACT AMENDMENT DEFAULTS**

Default Provisions:

- a. Nonspousal beneficiary rollovers are allowed effective for distributions made after December 31, 2006.
- b. Hardship distributions for expenses of a beneficiary are allowed effective as of August 17, 2006.
- c. The option to permit in-service distributions at age 62 (with respect to amounts attributable to a money purchase pension plan, target benefit plan, or any other defined contribution plan that has received a transfer of assets from a pension plan) is not adopted.
- d. Qualified Reservist Distributions are not allowed.
- e. Continued benefit accruals pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) are not provided.
- f. Differential wage payments are treated as "Compensation" for all Plan benefit purposes.
- g. The Plan does not permit distributions pursuant to the HEART Act on account of "deemed" severance of employment.
- h. Required Minimum Distributions (RMDs) for 2009 shall continue in accordance with the terms of the Plan for Participants or Beneficiaries receiving distributions in the form of installment payments (unless such Participant or Beneficiary elects otherwise), but shall be suspended for all other Participants and Beneficiaries.

**RESOLUTION AUTHORIZING
AMENDMENT AND RESTATEMENT OF RETIREMENT PLAN
VIA ADOPTION OF VALIC RETIREMENT SERVICES COMPANY RETIREMENT PLAN FOR GOVERNMENTAL EMPLOYERS**

WHEREAS, Santa Rosa County FL Board of Commissioners (hereinafter, the "Employer"), previously established the Santa Rosa County FL Board of Commissioners 401(a) Special Pay Plan (hereinafter, the "Plan") for the exclusive benefit of its employees and their beneficiaries, which Plan was originally effective as of October 1, 2003; and

WHEREAS, the Employer retained the power to amend and/or terminate the Plan; and

WHEREAS, the Employer now desires to amend and restate the Plan by adopting the VALIC Retirement Services Company Retirement Plan for Governmental Employers document; and

NOW THEREFORE, BE IT RESOLVED that the Employer hereby amends and restates that Plan, effective October 1, 2015, by adopting the document titled "VALIC Retirement Services Company Retirement Plan for Governmental Employers," in the form and substance as the document heretofore presented to the governing body of the Employer; and

RESOLVED FURTHER, that the appropriate representatives of the Employer be, and the same hereby are, authorized and directed to: (i) execute the adoption agreement to the VALIC Retirement Services Company Retirement Plan for Governmental Employers document as approved; (ii) execute all other documents and to do all other things as may be necessary or appropriate to make the VALIC Retirement Services Company Retirement Plan for Governmental Employers document effective October 1, 2015, including the execution of any amendments required by the Internal Revenue Service in order to continue and maintain the qualified and exempt status of the Plan; and (iii) execute any other documents required to obtain reliance on advisory letters issued to the VALIC Retirement Services Company Retirement Plan for Governmental Employers by the Internal Revenue Service.

CERTIFICATION

I, _____, do hereby certify that the above resolutions were unanimously adopted by the governing body of the Employer at a meeting duly held at Milton, Florida, on the _____ day of _____, _____.

Signed: _____

Name: _____

Title: _____

Date: _____

PARTICIPATION AGREEMENT

[X] Check here if not applicable and do *not* complete this page

The undersigned, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in Section B.1. of the accompanying Adoption Agreement, as if the Participating Employer were a signatory to that Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the elections granted under the provisions of the Plan as made by the Signatory Employer to the Adoption Agreement, except as otherwise provided in this Participation Agreement.

1. **EFFECTIVE DATE.** (Note: The Effective Date for a new Plan (or the Restated Effective Date for a restated plan) cannot be earlier than the first day of the Plan Year in which this plan is adopted (or restated). Restatements for the Pension Protection Act of 2006 ("PPA") may be effective as of the first day of the current Plan Year, as the Plan contains applicable retroactive effective dates with respect to provisions affected by PPA and subsequent legislation/guidance. Section 414(h) Pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.)

The Effective Date (or Restated Effective Date) of the Plan for the Participating Employer is: _____.

2. **NEW PLAN/RESTATEMENT.** The Participating Employer's adoption of this Plan constitutes: *(Choose one of (a) or (b))*
a. [] The adoption of a new plan by the Participating Employer.
b. [] The adoption of an amendment and restatement of a plan currently maintained by the Participating Employer identified as: _____ and having an original effective date of: _____.

3. **PREDECESSOR EMPLOYER SERVICE.** In addition to the predecessor service credited by reason of Section E.1. of the Adoption Agreement, the Plan credits as Service under this Plan, service with this Participating Employer for purposes of: *(Choose one or more of (a) through (e) as applicable)*
a. [] Eligibility.
b. [] Vesting.
c. [] Contribution Accrual.
d. [] Early Retirement Age.
e. [] Normal Retirement Age.

Name of Plan: _____

Name of Participating Employer: _____

Signed: _____

Name: _____

Title: _____

Date: _____

Participating Employer's EIN: _____

Acceptance by the Signatory Employer of the Adoption Agreement and by the Trustee, if applicable.

Name of Signatory Employer: _____

Name(s) of Trustee: _____

Signed: _____

Signed: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

[Note: Each Participating Employer must execute a separate Participation Agreement.]

VALIC Retirement Services Company
Retirement Plan for Governmental Employers
Adoption Agreement #001 – Profit Sharing Plan
Advisory Letter Number: J593778a

The undersigned, Santa Rosa County FL Board of Commissioners ("Employer"), by executing this Adoption Agreement, elects to establish (or restate) a retirement plan (and trust, if applicable) (hereinafter, the "Plan") under the VALIC Retirement Services Company Retirement Plan for Governmental Employers (the "Basic Plan Document"). The Employer, subject to the Employer's elections in this Adoption Agreement, adopts fully the Plan provisions (and if applicable, the Trust provisions). The Adoption Agreement and the Basic Plan Document together constitute the Employer's entire Plan (and Trust, if applicable) document. All section references within this Adoption Agreement are Adoption Agreement section references unless the Adoption Agreement or the context indicates otherwise. All "Article" references, and all "Plan Section" references, are references to the applicable article or section of the Basic Plan Document.

The Employer makes the following elections, as permitted under the corresponding provisions of the Basic Plan Document:

A. VOLUME SUBMITTER PRACTITIONER INFORMATION.

VALIC Retirement Services Company
Attn: Institutional Services
2929 Allen Parkway, L8-10
Houston, Texas 77019
888-478-7020

B. PLAN INFORMATION.

1. Plan Name: Santa Rosa County FL Board of Commissioners 401(a) Special Pay Plan
2. Plan Number (e.g., 001, 002, etc.): 001
3. Effective Date: (**Note:** *The Effective Date for a new Plan or the Restated Effective Date for a restated Plan generally cannot be earlier than the first day of the Plan Year in which this plan or restatement is adopted. If this is a restatement to comply with the Pension Protection Act of 2006 ("PPA"), the Restated Effective Date may be the first day of the current Plan Year as the Plan contains applicable retroactive effective dates with respect to provisions affected by PPA and subsequent legislation/guidance. Section 414(h) pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.*)
 - a. This is a new Plan effective as of _____ (hereinafter "Effective Date").
 - b. This amendment is a restatement of a previously established qualified plan which was originally effective October 1, 2003 (hereinafter "Effective Date"). The effective date of this restatement is October 1, 2015 (hereinafter "Restated Effective Date").
4. Plan Year/Limitation Year means the 12-consecutive month period (except for Short Plan Years) ending every (Check a. or b., and c., if applicable).
 - a. December 31
 - b. Other: September 30
 - c. Short Plan Year commencing on _____ and ending on _____.
5. Anniversary Date (annual Valuation Date):
 - a. last day of the Plan Year
 - b. first day of the Plan Year

C. EMPLOYER INFORMATION.

1. Name of Employer: Santa Rosa County FL Board of Commissioners
2. Address: 6495 Caroline Street
(Number and Street)
Milton Florida 32570
(City) (State) (Zip Code)
3. Telephone Number: (850) 983-1863
4. Employer Identification Number: 59 - 6000842

5. By signing this Adoption Agreement, the Employer represents and affirms that it is a state or local governmental entity, as defined in Code section 414(d), and is a:

- a. K-12 educational organization
- b. higher educational organization
- c. city or county government
- d. state government
- e. other governmental entity (specify) _____

6. Employer's Fiscal Year: September 30

D. TRUST ELECTION.

- 1. All or a portion of this Plan shall be Trusteed pursuant to Article V of the Plan.
 - a. No, this Plan shall be funded exclusively with annuity contracts pursuant to Article X.
 - b. Yes, this Plan shall have a nondiscretionary Trustee (as described in Article V).
 - c. Yes, this Plan shall have a discretionary Trustee (as described in Article V).

E. SERVICE.

1. PREDECESSOR EMPLOYER OR OTHER EMPLOYER.

This Plan shall recognize service with a predecessor Employer or other entity.

- a. No
- b. Yes, service with _____ shall be recognized for purposes of (check all that apply):
 - (i) eligibility
 - (ii) vesting
 - (iii) contribution accrual
 - (iv) early retirement
 - (v) normal retirement
 - (vi) other: _____

2. SERVICE CREDITING METHODS.

If this Plan requires an annual service requirement to receive an Employer contribution as selected in Section G, the Hours of Service crediting method shall be used for this purpose, and the applicable computation period shall be the Plan Year (or Short Plan Year). The service crediting method for all other purposes shall be as follows:

- a. SERVICE CREDITING METHOD (select one)
 - (i) Hours of Service crediting method
 - (ii) elapsed time crediting method
- b. If the Hours of Service crediting method is selected in Section E.2.a.(i) above, then the following must be completed, and shall apply to all Employees:
 - (i) Hours of Service crediting method (select one of the following):
 - (a) actual hours
 - (b) days worked
 - (c) months worked
 - (d) other: _____
 - (ii) Year of Service means the applicable computation period during which an Employee has completed (select one of the following):
 - (a) at least _____ Hours of Service. (May not exceed 2000 hours.)
 - (b) other: _____
- c. Break in service rules (described in Plan Section 6.04(e)) will be applied under this Plan.
 - (i) No
 - (ii) Yes

- d. If the Hours of Service Crediting Method is selected in E.2.a.(i) above, then the following computation period elections must be completed, and shall apply to all Employees (select all applicable):
- (i) If service is required for eligibility, the computation period for eligibility shall begin on the date an Employee first performs an Hour of Service and
 - (a) each anniversary thereof.
 - (b) shift to the Plan Year which includes the first anniversary of the date on which the Employee first performed an Hour of Service.
 - (ii) If service is required for vesting, early retirement or normal retirement, the computation period for such purposes shall begin on the date an Employee first performs an Hour of Service and:
 - (a) each anniversary thereof.
 - (b) shift to the Plan Year which includes the first anniversary of the date on which the Employee first performed an Hour of Service.
 - (c) end on the last day of each Plan Year.

F. ELIGIBILITY REQUIREMENTS; INITIAL PLAN ENTRY; PLAN ENTRY DATE.

NOTE: This Section F must not be completed in a manner which restricts an Employee's participation to the Plan Year in which that Employee terminates employment.

1. EXCLUDED CLASSIFICATIONS OF EMPLOYEES shall mean all Employees of the Employer checked below: (**NOTE:** Any classification under "other" must be objectively determinable and free from Employer discretion, and may not identify specific individuals (other than by eligible position or title). In addition, any classification under "other" must not exclude all employees other than a closed or finite group of individuals. Exclusions shall not apply to contributions under Section G.3.b. of this Adoption Agreement.)

<u>For all purposes of the Plan (Do not check items in additional columns if this column selected):</u>	<u>For purposes of Employee nonelective (414(h) pick-up) contributions:</u>	<u>For purposes of Employer matching contributions:</u>	<u>For purposes of Special Pay contributions and Employer contributions, other than Employer matching contributions:</u>
<input type="checkbox"/> N/A. No exclusions	<input type="checkbox"/> N/A. No exclusions	<input type="checkbox"/> N/A. No exclusions	<input type="checkbox"/> N/A. No exclusions
<input type="checkbox"/> hourly paid	<input type="checkbox"/> hourly paid	<input type="checkbox"/> hourly paid	<input type="checkbox"/> hourly paid
<input type="checkbox"/> salaried	<input type="checkbox"/> salaried	<input type="checkbox"/> salaried	<input type="checkbox"/> salaried
<input type="checkbox"/> union employees	<input type="checkbox"/> union employees	<input type="checkbox"/> union employees	<input type="checkbox"/> union employees
<input type="checkbox"/> non-resident aliens	<input type="checkbox"/> non-resident aliens	<input type="checkbox"/> non-resident aliens	<input type="checkbox"/> non-resident aliens
<input type="checkbox"/> Leased Employees	<input type="checkbox"/> Leased Employees	<input type="checkbox"/> Leased Employees	<input type="checkbox"/> Leased Employees
<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)	<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)	<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)	<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)
<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.	<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.	<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.	<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.
<input checked="" type="checkbox"/> other (see limitations in "Note" above) <u>Employees not classified as permanent Employees</u>	<input type="checkbox"/> other (see limitations in "Note" above) _____	<input type="checkbox"/> other (see limitations in "Note" above) _____	<input type="checkbox"/> other (see limitations in "Note" above) _____

2. CONDITIONS OF ELIGIBILITY (Plan Section 3.01).

Any Employee who is not a member of an excluded classification (Section F.1.) must satisfy the following minimum age and service requirements, if any, for participation in the Plan (other than contributions described in G.3.b.): (Check one of a. – e. May also check f., if applicable).

- a. No age or service required.
- b. Attainment of age _____ (not to exceed 26).
- c. Completion of _____ (not to exceed 5) Year(s) of Service.
- d. Completion of _____ (not to exceed 60) Month(s) of Service.

- e. Other age or service requirement (not to exceed the parameters in b.- d. above): _____
- f. FOR NEW PLANS ONLY – Regardless of any of the above age or service requirements, any Employee who was employed on the Effective Date of the Plan shall be eligible to participate in Employer contributions as of such date. (Must also elect 3.f. below.)

3. EFFECTIVE DATE OF PARTICIPATION (Plan Section 3.02).

An Employee who has satisfied the requirements, if any, of Section F shall become a Participant as of: (Check one of a. – e.; check f. if applicable.)

- a. such Employee's first Hour of Service (no age or service requirements).
- b. the first day of the first payroll period coinciding with or next following the date the eligibility requirements are satisfied.
- c. the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which the eligibility requirements are satisfied.
- d. the first day of the Plan Year next following the date the eligibility requirements are satisfied.
- e. other: _____
- f. FOR NEW PLANS ONLY – Any Employee who was employed on the Effective Date of the Plan shall become a Participant on the Effective Date of the Plan. All other Employees shall become Participants as of the date selected in 3.a. through 3.e. above. (Must also elect 2.f. above.)

G. CONTRIBUTIONS AND FORFEITURES.

1. EMPLOYEE NONELECTIVE CONTRIBUTIONS (414(h) pick-up; Plan Section 4.01(c)):

- a. N/A. No Employee nonelective contributions are allowed.
- b. Employee nonelective contributions in the amount of _____ (must be greater than zero if selected) percent of Compensation shall be made to the Plan.

2. EMPLOYER MATCHING CONTRIBUTIONS:

a. Formulas (select all that apply):

- (i) N/A. No Employer matching contributions in this Plan.
- (ii) A discretionary percentage of a Participant's elective deferral contributions.
- (iii) _____% of a Participant's elective deferral contributions. Elective deferral contributions in excess of _____% of a Participant's Compensation for the year shall not be matched. (Must also complete G.2.b. below.)
- (iv) Equals the percentage of elective deferral contributions determined under the following schedule:
(Must also complete G.2.b. below.)

Years of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Elective deferral contributions in excess of _____% of a Participant's Compensation for the year shall not be matched.

- (iv) Other: _____

b. Employer matching contributions shall be made based on elective deferral (pre-tax) contributions to the following plan(s) of the Employer (insert name of plan(s) to which the elective deferral contributions being matched will be made):

3. EMPLOYER CONTRIBUTIONS (other than Employer matching contributions):

The Employer profit sharing contribution is:

- a. EMPLOYER CONTRIBUTIONS GENERALLY (choose all that apply): (Note: Contributions under this Section G.3.a. must be "substantial and recurring" in accordance with Treasury Regulation Sections 1.401-1(a)(3) and – 1(b)(2), and must be for the exclusive benefit of Employees or their Beneficiaries. The applicable dollar amount or percentage of Compensation in options (ii) through (v) below must be greater than zero.)
 - (i) A discretionary amount to be allocated to each Participant's Account in the same proportion that each such Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for such Plan Year.

- (ii) A discretionary amount equal to \$_____ on behalf of each Participant per period indicated below:
 - (a) calendar quarter
 - (b) month
 - (c) pay period
 - (d) week
 - (e) plan year
- (iii) A discretionary amount equal to \$_____ per Hour of Service up to _____ hours per Plan Year.
- (iv) A discretionary amount, equal to _____% of each Participant's Compensation for the Plan Year, or \$_____ on behalf of each Participant for the Plan Year. (May select either percentage of Compensation or dollar amount, but not both.)
- (v) A discretionary amount equal to _____% of each Participant's Compensation for the Plan Year, plus _____% of such Compensation in excess of \$_____ (Must be an amount which is less than the applicable "annual compensation limit" as specified in Plan Section 1.08).
- (vi) The Employer will make a separate discretionary contribution on behalf of each of the following classifications of Employees. Such contribution will be allocated in the following manner:
 - (a) in the same ratio that each Participant's Compensation in that classification bears to the total Compensation of all Participants in that classification for the Plan Year.
 - (b) in the same dollar amount for each Participant in that classification for the Plan Year.

Note: Must describe classifications by objective, determinable business criteria.

Classification 1: _____

Classification 2: _____

Classification 3: _____

Classification 4: _____

(vii) Other: _____

- b. CONTRIBUTIONS FOR PART-TIME, SEASONAL AND TEMPORARY EMPLOYEES: An amount equal to 7.5% of the Participant's Compensation for the entire Plan Year, reduced by the Employee Nonelective Contributions described in Section G.1. actually contributed to the Participant's account during such Plan Year, provided that such Contribution shall be made solely for Part-time, Seasonal, or Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Treasury Regulation Section 31.3121(b)(7)-2.
- c. SPECIAL PAY CONTRIBUTIONS: An amount equal to the Employee's current daily rate of pay, multiplied by the Participant's number of unused accumulated Special Pay Days in excess of 0 (enter 0 if no excluded days), but not to exceed N/A days (enter N/A if no upper limit).

Special Pay contributions shall be made with respect to:

- (i) accumulated Vacation Pay Days
- (ii) accumulated Sick Leave Days
- (iii) both accumulated Vacation Pay and accumulated Sick Leave Days

Such contributions shall be made for a Plan Year:

- (i) for any Employee who is terminating employment during such Plan Year and who has accumulated Special Pay Days described in this Section G.3.c.
- (ii) for any active or terminating Employee with accumulated Special Pay Days described in this Section G.3.c.

4. HOURS REQUIRED TO SHARE IN ALLOCATION: An active Participant must work a specified number of Hours of Service in order to share in:

a. Employer matching contributions.

- (i) No minimum number of hours is required.
- (ii) Yes, a Participant must work a minimum of _____ Hours of Service during such year. (May not exceed 2000 hours. This option not available if matching contributions are remitted to the Plan each pay period.)

b. Employer contributions described in Section G.3.a.

- (i) No minimum number of hours is required.
- (ii) Yes, a Participant must work a minimum of _____ Hours of Service during the Plan Year. (May not exceed 2000 hours. This option not available if Special Pay contributions are elected in Section G.3.c. This option also not available if Employer contributions are remitted to the Plan each pay period, or if an allocation period other than the Plan Year is selected in Section G.3.a.(ii).)

5. FORFEITURES (Plan Section 4.03(e)):

Forfeitures of Employer contributions under Sections G.2. and G.3.a. shall be:

- a. N/A. Employer contributions are 100% Vested.
- b. used to reduce future Employer contributions under this Plan.
- c. allocated to all Participants eligible to share in the allocations in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for the year.
- d. Other (must require use/exhaustion of forfeitures as soon as administratively feasible):

6. CONTRIBUTIONS AND FORFEITURES ALLOCATED TO TERMINATED PARTICIPANTS (Plan Section 4.03(e)):

For contributions described in Section G.2. only, a Terminated Participant shall share in the allocation of Employer matching contributions and forfeitures for the Plan Year as follows:

- a. A Participant must be employed on the last day of the Plan Year in order to share in the allocation.
- b. A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement.
- c. A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless such Participant worked at least _____ Hours of Service during such year. (May not exceed 2000 hours.)
- d. A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement, and such Participant worked at least _____ Hours of Service during such year. (May not exceed 2000 hours.)
- e. A Participant is not required to be employed on the last day of the Plan Year or work a minimum number of hours in order to share in the allocation.

For contributions described in Section G.3.a. only, a Terminated Participant shall share in the allocation of Employer contributions (other than Employer matching contributions) for the Plan Year or other allocation period as follows. Notwithstanding the period selected in Section G.3.a.(ii), forfeitures shall be allocated based on the Plan Year.

- a. A Participant must be employed on the last day of such Plan Year (or other applicable period as selected in Section G.3.a.(ii)) to share in the allocation of Employer contributions.
- b. A Participant must be employed on the last day of the Plan Year (or other allocation period as selected in Section G.3.a.(ii)) in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement. Notwithstanding the period selected in Section G.3.a.(ii), forfeitures shall be allocated to any Participant employed on the last day of the Plan Year, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement.
- c. A Participant must be employed on the last day of the Plan Year (or other applicable period as selected in Section G.3.a.(ii)) in order to share in the allocation, unless such Participant worked at least _____ Hours of Service during such year. (May not exceed 2000 hours.) If Section G.3.a.(ii) is selected, then the Hours of Service requirement is applicable to allocation of forfeitures only.
- d. A Participant must be employed on the last day of the Plan Year (or other applicable period as selected in Section G.3.a.(ii)) in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement, and such Participant worked at least _____ Hours of Service during such year. (May not exceed 2000 hours.) If Section G.3.a.(ii) is selected, then the Hours of Service requirement is applicable to allocation of forfeitures only.
- e. A Participant is not required to be employed on the last day of the Plan Year (or other applicable period as selected in Section G.3.a.(ii)) or work a minimum number of hours in order to share in the allocation.

7. FROZEN PLAN:

- a. N/A. Plan is not frozen.
- b. This Plan is a frozen plan effective June 30, 2006. No contributions will be made to the Plan with respect to any period following the stated date.

8. CONTINUED BENEFIT ACCRUALS FOR PARTICIPANTS ON MILITARY LEAVE (Plan Section 12.02). Continued benefit accruals for the HEART Act will not apply unless elected below:

- a. The provisions of Plan Section 12.02 apply effective as of: (select one)
 - (i) the first day of the 2007 Plan Year
 - (ii) _____ (may not be earlier than first day of the 2007 Plan Year)

However, the provisions no longer apply effective as of: (select if applicable)

(iii) _____

H. COMPENSATION.

1. COMPENSATION with respect to any Participant means:

- a. Wages, tips and other Compensation on Form W-2.
- b. 415 safe-harbor compensation.
- c. Code section 3401 wages (wages for Federal income tax withholding).

However, Compensation shall exclude:

- (i) N/A. No exclusions
- (ii) overtime
- (iii) bonuses
- (iv) commissions
- (v) shift differential pay
- (vi) other _____
(Must be objectively determinable and applied in a uniform, nondiscriminatory basis, e.g., taxable reimbursements or other fringe benefits.)

2. Compensation shall be based on:

- a. the Plan Year.
- b. the Fiscal Year ending with or within the Plan Year.
- c. the calendar year ending with or within the Plan Year.

3. However, for an Employee's first year of participation, Compensation shall be recognized as of:

- a. the first day of the period selected in 2. above.
- b. the Participant's Effective Date of Participation (Section F.3.).

4. In addition, Compensation shall include compensation that is not currently includible in the Participant's gross income (salary reduction amounts) by reason of the application of Code Sections 125, 402(g)(3) or 457, and 132(f)(4).

- a. Yes
 - (i) Code Section 125 elective deferrals will include deemed Code Section 125 compensation.
 - (ii) Code Section 125 elective deferrals will not include deemed Code Section 125 compensation.
- b. No

5. Compensation for purposes of calculating contributions to the Plan will be determined:

- a. on an annual basis.
- b. on a payroll period basis (must also check (i) or (ii) below).
 - (i) Contributions will be adjusted, if necessary, to meet the Plan formula on an annual basis.
 - (ii) Contributions will not be adjusted to meet the Plan formula on an annual basis.

6. Differential wage payments (as described in Plan Section 12.03) will be treated, for Plan Years beginning after December 31, 2008, as Compensation for all Plan benefit purposes unless a. is elected below:

- a. In lieu of the above default provision, the Employer elects the following (select all that apply):
 - (i) The inclusion is effective for Plan Years beginning after _____ (may not be earlier than December 31, 2008).
 - (ii) The inclusion only applies to Compensation for purposes of Employee nonelective contributions.
 - (iii) Differential wage payments shall not be treated as Compensation for purposes of any Plan benefit accruals.

7. Compensation paid after severance from employment (Plan Section 4.04). Note: The Employer only needs to complete Section H.7.b. in order to override the default provisions set forth in H.7.a., below. If the Plan will use all of the default provisions, then Section H.7.b. should be skipped.

- a. **Default provisions.** Unless the Employer elects otherwise in Section H.7.b. below, the following defaults will apply:
 - (i) The provisions of the Plan setting forth the definition of compensation for purposes of Code § 415 (hereinafter referred to as "415 Compensation") shall be modified (with respect to amounts paid after Severance from Employment) by (1) including payments for unused sick, vacation or other leave and payments from nonqualified unfunded deferred compensation plans (Plan Section 4.04(d)(2)(ii)), (2) excluding salary continuation payments for participants on military leave (Plan Section 4.04(d)(2)(iii)), and (3) excluding salary continuation payments for disabled participants (Plan Section 4.04(d)(2)(iv)).
 - (ii) The "first few weeks rule" does not apply for purposes of 415 Compensation (Plan Section 4.04(d)(2)).

2. In determining Years of Service or Periods of Service for vesting purposes, the following service shall be EXCLUDED:

- a. N/A. All Years of Service or Periods of Service shall be counted.
- b. Service prior to the Effective Date of the Plan or a predecessor plan.
- c. Service prior to the time an Employee attained age 18.

3. Vesting Upon Death

- a. 100% vesting, or
- b. apply vesting schedule

4. Vesting Upon Disability

- a. 100% vesting, or
- b. apply vesting schedule

K. NORMAL RETIREMENT AGE; EARLY RETIREMENT AGE.

1. NORMAL RETIREMENT AGE ("NRA") means:

- a. attainment of age defined by the Florida Retirement System (not to exceed 65).
- b. the later of attainment of age _____ (not to exceed 65) or the _____ (not to exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.
- c. other: _____

2. EARLY RETIREMENT AGE ("ERA") means:

- a. no early retirement provision.
- b. attainment of age 50 (not to exceed 65).
- c. the later of attainment of age _____ (not to exceed 65) or the _____ (not to exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.
- d. the later of attainment of age _____ (not to exceed 65) or completion of _____ (not to exceed 10) Years of Service or _____ (not to exceed 120) Months of Service.
- e. other: _____

L. IN-SERVICE DISTRIBUTIONS (Plan Section 6.10)

- 1. Except as provided in Sections I or M, no distribution may be made prior to termination of employment. (must be selected for plans that select G.3.b.)
- 2. Distributions may be made, at the Participant's election, from any accounts that are 100% Vested without requiring the Participant to terminate employment, provided the following condition(s) has been satisfied (must select at least one):
 - a. the Participant has attained age 55.
 - b. the amount distributed has accumulated for at least two (2) Plan Years.
 - c. the Participant has participated in the Plan for at least five (5) Plan Years.

M. HARDSHIP DISTRIBUTIONS (Plan Section 6.11)

- 1. Hardship distributions may be made from any accounts that are 100% Vested:
 - a. No (must be selected for plans that select G.3.b.)
 - b. Yes (must also complete item 2. below)
- 2. Hardship distributions for expenses of Beneficiaries will be allowed effective as of August 17, 2006, unless a. or b. is elected below (applies only to plans that allow hardship distributions):
 - a. Hardship distributions for Beneficiary expenses are allowed effective as of _____ (may not be earlier than August 17, 2006).
 - b. Hardship distributions for Beneficiary expenses are not allowed.

N. DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT (Plan Section 6.04(a)). Distributions upon termination of employment shall not be made unless the following conditions have been satisfied:

- 1. N/A. Immediate distributions may be made at Participant's election.
- 2. The Participant has incurred _____ (not to exceed five (5)) 1-Year Break(s) in Service.
- 3. The Participant has reached Early or Normal Retirement Age.
- 4. Distributions may be made at the Participant's election on or after the Anniversary Date following termination of employment.

O. RESTRICTIONS ON FORM OF DISTRIBUTIONS (Plan Sections 6.05 and 6.06). If the Employer has designated one or more annuity contracts as eligible investments under the Plan, distributions under the Plan may be made in the form of an annuity. In all cases, distributions under the Plan may be made:

- 1. in lump sums.
- 2. in lump sums or installments.

P. INVOLUNTARY DISTRIBUTIONS

An immediate distribution of a terminated Participant's Vested interest in the Plan may be made without the consent of the Participant. Note: If the Employer elects 3. or 4., below, the Employer must select an IRA provider for automatic rollovers. See Plan Section 6.05(b).

- 1. No.
- 2. Yes, but only if the distribution does not exceed \$1,000.
- 3. Yes, but only if the Participant's Vested interest does not exceed the cash-out limit in effect under Code Section 411(a)(11)(A) for the Plan Year that includes the date of distribution. For purposes of determining whether the Participant's Vested interest exceeds the cash-out limit, rollover contributions shall be (must select a. or b. below):
 - a. excluded
 - b. included
- 4. Yes, regardless of the amount. Note: If any portion of the Participant's Vested interest is attributable to contributions for Part-time, Seasonal or Temporary Employees under Section G.3.b., distribution may not be made without the Participant's consent if the Participant's Vested interest is greater than the cash-out limit in effect under Code Section 411(a)(11)(A) for the Plan Year that includes the date of distribution.
- 5. Other: _____

Q. NON-SPOUSAL ROLLOVERS (Plan Section 6.14(g)). Non-spousal rollovers are allowed after December 31, 2006 unless 1. or 2. is elected below (Plan Section 6.14(g) provides that such distributions are always allowed after December 31, 2009):

- 1. Non-spousal rollovers are not allowed prior to January 1, 2010.
- 2. Non-spousal rollovers are allowed effective _____ (not earlier than January 1, 2007 and not later than December 31, 2009).

R. IN-SERVICE DISTRIBUTIONS OF TRANSFERRED MONEY PURCHASE ASSETS (Plan Section 6.10). In-service distributions (of amounts transferred to this Plan from a money purchase pension plan) will not be allowed unless 1. is elected below:

- 1. In-service distributions (of amounts transferred to this Plan from a money purchase pension plan) will be allowed for Participants at age ___ (cannot be less than 62) effective as of the first day of the 2007 Plan Year unless another date is elected below:
 - a. ___ (may not be earlier than the first day of the 2007 Plan Year).

AND, the following limitations apply to such in-service distributions:

- b. The Plan already provides for in-service and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions of amounts transferred from a money purchase plan.
- c. N/A. No limitations.
- d. The following elections apply to in-service distributions of transferred money purchase assets (select all that apply):
 - (i) The minimum amount of a distribution is \$_____ (may not exceed \$1,000).
 - (ii) No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - (iii) Distributions may only be made from accounts that are fully Vested.
 - (iv) In-service distributions may be made subject to the following provisions:
_____ (must be definitely determinable and not subject to discretion).

S. QUALIFIED RESERVIST DISTRIBUTIONS (Plan Section 6.12). Qualified Reservist Distributions will not be allowed unless 1. is elected below:

- 1. Qualified Reservist Distributions are allowed effective as of _____ (may not be earlier than September 12, 2001).

T. DISTRIBUTIONS FOR "DEEMED" SEVERANCE OF EMPLOYMENT OF PARTICIPANT ON MILITARY LEAVE (Plan Section 12.04). The Plan does not permit distributions pursuant to Plan Section 12.04 unless otherwise elected below:

- 1. The Plan permits such distributions, effective January 1, 2007.
- 2. The Plan permits such distributions effective as of _____ (may not be earlier than January 1, 2007).

U. WRERA (RMD WAIVERS FOR 2009) (Plan Section 6.16). The provisions of Plan Section 6.16(a) apply (RMDs continue in accordance with the terms of the Plan for Participants or Beneficiaries receiving installment payments unless such Participant or Beneficiary elects otherwise, whereas RMDs are suspended for all other Participants and Beneficiaries) unless otherwise elected below:

- 1. The provisions of Plan Section 6.16(b) apply (RMDs continue in accordance with the terms of the Plan for all Participants and Beneficiaries, unless otherwise elected by a Participant or Beneficiary).
- 2. The provisions of Plan Section 6.16(c) apply (RMDs continue in accordance with the terms of the Plan for all Participants and Beneficiaries, but only Participants or Beneficiaries receiving installment payments may elect otherwise).
- 3. Other: _____

For purposes of Plan Section 6.16, the Plan will also treat the following as eligible rollover distributions in 2009: (If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H)):

4. 2009 RMDs (as defined in Section 6.16(a) of the Plan) and installment payments that include 2009 RMDs.
5. 2009 RMDs (as defined in Section 6.16(a) of the Plan) but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(H).

V. LOANS TO PARTICIPANTS (Plan Section 11.01)

Loans to Participants shall be made:

1. No (must be selected for plans that select G.3.b.)
2. Yes, for any reason
3. Yes, but only on account of hardship or financial need

W. DIRECTED INVESTMENT ACCOUNTS (Plan Section 4.09) are permitted for the interest in any one or more accounts:

1. Yes, but subject to the following restrictions:
 - a. No restrictions apply.
 - b. Only if accounts are 100% vested.
2. No
3. Other: _____

X. DOMESTIC RELATIONS ORDERS (Plan Section 6.13). Distributions to an "alternate payee" may be made prior to the time when the Participant is entitled to a distribution under the terms of the Plan:

1. No
2. Yes

Y. TOTAL AND PERMANENT DISABILITY (Plan Section 1.45). Total and Permanent Disability will be determined based on the definition in Section 1.45 of the Plan unless an alternate definition is elected and described below:

1. Alternate definition: _____

RESTRICTIONS ON USE OF ADOPTION AGREEMENT: This Adoption Agreement may be used solely in conjunction with the VALIC Retirement Services Company Retirement Plan for Governmental Employers (the Basic Plan Document). The Adoption Agreement and the Basic Plan Document together constitute the "volume submitter document" that is being adopted by the Employer.

APPROVAL BY VOLUME SUBMITTER PRACTITIONER REQUIRED: This volume submitter specimen document may be adopted only with the approval of the Volume Submitter Practitioner identified in Section A above. However, the adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors. The Volume Submitter Practitioner will inform the adopting Employer of any amendments made to the volume submitter document, or of the discontinuance or abandonment of the volume submitter document.

RELIANCE ON VOLUME SUBMITTER PLAN: The adopting Employer may rely on an advisory letter issued to the Volume Submitter Practitioner by the Internal Revenue Service as evidence that the plan is qualified under Code Section 401 only if (1) the Employer's plan is identical to a volume submitter specimen plan with a currently valid favorable advisory letter, (2) the Employer has chosen only options permitted under the Adoption Agreement portion of the specimen document, (3) the Employer has followed the terms of the plan, and (4) all other conditions of section 19 of Revenue Procedure 2011-49 have been satisfied.

The Employer may not rely on an advisory letter in certain circumstances or with respect to certain qualification requirements as described in section 19 of Revenue Procedure 2011-49. For example, the Employer may not rely on an advisory letter with respect to the requirements of Section 415 if the Employer maintains or has ever maintained another plan covering some of the same participants. In those circumstances where an Employer is not permitted to rely on an advisory letter issued to the Volume Submitter Practitioner, either generally or with respect to a particular qualification requirement, the Employer may choose to apply to the Internal Revenue Service for a determination letter.

CAUTION: This volume submitter document has been designed for use solely by Employers that are state or local governmental entities. As such, it is designed solely for "governmental plans" that are exempt from Title I of ERISA and certain provisions of the Internal Revenue Code that otherwise apply to qualified plans. However, there may be restrictions under state or local law on a governmental Employer's right to establish its own qualified plan (or on the types of provisions that may be included in such plan). The Employer should consult with legal counsel to verify that the establishment of this plan (or the specific provisions elected in this Adoption Agreement) are not contrary to existing state law. Neither the Volume Submitter Practitioner nor its employees or representatives are authorized to provide legal or tax advice to the Employer or its employees or representatives. Failure to properly complete this Adoption Agreement may result in disqualification of the plan.

Signed this _____ day of _____, 20_____.

Name of Employer: Santa Rosa County FL Board of Commissioners

Signed: _____

Printed name and title: _____

Name of Trustee*: _____

Signed: _____

Printed name and title: _____

Name of Co-Trustee*: _____

Signed: _____

Printed name and title: _____

Mailing Address of Trustee(s)*:

Approval of Volume Submitter Practitioner: The Employer's adoption of this volume submitter document is approved by the Volume Submitter Practitioner, VALIC Retirement Services Company.

By: _____

Name: _____

Title: _____

Date: _____

Appendix A

Special Effective Dates

Pursuant to Section 7.01(a) of the Basic Plan Document, the Employer may specify or change the effective date of one or more provisions of the Adoption Agreement by completing this Appendix A. The Employer may wish to specify one or more special effective dates if, for example, (i) certain Plan provisions will not be effective until a later date, or (ii) the Plan is being restated for the Pension Protection Act of 2006 (retroactive to the first day of the current Plan Year), and special effective dates are needed to reflect discretionary amendments to the Plan since the beginning of the Plan Year. However, no special effective date may be earlier than the Effective Date (or the Restated Effective Date, in the case of a restatement) of the Plan, and no special effective date shall result in the delay of a Plan provision beyond the permissible effective date under any applicable law. For periods prior to the special effective date(s) specified below, the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions.

SPECIAL EFFECTIVE DATES. The following special effective dates apply: (select a. or all that apply)

- a. **N/A.** The Employer is not electing any special effective dates.
- b. **Eligibility Requirements.** The Eligibility and/or Entry Date provisions in Section F. are effective: _____
- c. **Contributions and Forfeitures.** The Contribution and/or Forfeiture provisions in Section G. are effective: _____
- d. **Compensation.** The Compensation provisions in Section H. are effective: _____
- e. **Vesting.** The Vesting provisions in Section J. are effective: _____
- f. **Other special effective date(s):** _____

Administrative Item 13





SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

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

MEMORANDUM

TO: Board of Commissioners

FROM: Tony Gomillion, County Administrator

DATE: February 22, 2016

SUBJECT: Santa Rosa Kid's House Lease Agreement

DISCUSSION

Discussion of the renewal of the lease agreement with Santa Rosa Kid's House and a companion agreement with Guardian Ad Litem.

BACKGROUND

These agreements were initiated in approximately 2010 and are consistent with the prior year's terms.

LEASE AGREEMENT FOR WORK SPACE

This Lease Agreement is entered into on February ___, 2016, by and between **Santa Rosa Kids House, Inc.** (hereinafter referred to as the "Landlord") and **Santa Rosa County on behalf of the Guardian Ad Litem** (hereinafter referred to as the "Tenant").

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

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

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

2. **TERM.** The term of this lease shall commence on March 1, 2016 and terminate on February 29, 2017.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Tenant:

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

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

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

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

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

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

LANDLORD:

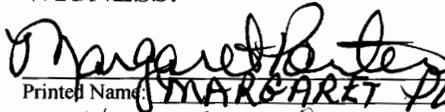
SANTA ROSA KIDS' HOUSE, INC.



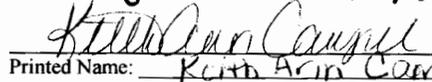
Wendell Hall, Chairman

Santa Rosa Kids' House Board of Directors

WITNESS:



Printed Name: MARGARET PORTER



Printed Name: Keith Arin Campbell

TENANT:
SANTA ROSA COUNTY, FLORIDA

ATTEST:

BY: _____
Lane Lynchard, Chairman

Donald C. Spencer, Clerk

LEASE AGREEMENT FOR WORK SPACE

This Lease Agreement is entered into on February __, 2016, by and between **Santa Rosa Kids House, Inc.** (hereinafter referred to as the "Landlord") and **Santa Rosa County on behalf of the Office of State Attorney, First Judicial Circuit** (hereinafter referred to as the "Tenant").

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

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

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

2. **TERM.** The term of this lease shall commence on March 1, 2016 and terminate on February 29, 2017.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Tenant:

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

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

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

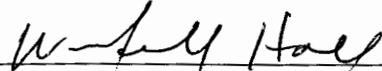
27. **SURVIVAL.** All recitals, representations, warranties and lease agreements of the parties continued herein or in any of the Exhibits, Schedules, lease agreements or documents referred to herein which are not in conflict with the terms of this Lease Agreement, are true, shall survive the termination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

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

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

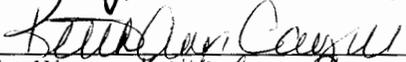
LANDLORD:

SANTA ROSA KIDS' HOUSE, INC.



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

WITNESS:


Printed Name: MARGARET PORTER

Printed Name: Keith Ann Campbell

TENANT:
SANTA ROSA COUNTY, FLORIDA

ATTEST:

BY: _____
Lane Lynchard, Chairman

Donald C. Spencer, Clerk

Administrative Item 14





Santa Rosa County Development Services



Beckie Cato, AICP
Planning and Zoning Director

Rhonda C. Royals
Building Official

MEMORANDUM

TO: Board of County Commissioners

FROM: Beckie Cato, Planning Director

THROUGH: Tony Gomillion, County Administrator

DATE: February 16, 2016

RE: CrossFit Navarre Special Event Application – Request to Modify Dates of the Event

RECOMMENDATION:

That the Board consider request from Steve Philpot with CrossFit Navarre move his recently-approved event on Navarre Beach from May 7 - 8 to May 14 - 15, 2016.

BACKGROUND:

The Board recently approved this CrossFit special event for the weekend of May 7-8 as requested by Mr. Philpot; however, he has experienced some difficulty with acquiring the equipment he needs for that weekend and is asking to move the event back one week.

I conferred with the Tourist Development Office and the Navarre Beach Office and determined that there are no conflicting events planned for that weekend.

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

Administrative Item 15





SANTA ROSA COUNTY BOARD OF COMMISSIONERS



6495 Caroline Street, Suite C
Milton, Florida 32570-4592

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

TONY GOMILLION, County Administrator
Roy V. Andrews, County Attorney
Jayne Bell, OMB Director

MEMORANDUM

TO: EMILY SPENCER

FROM: ROY V. ANDREWS

A handwritten signature in black ink, appearing to read "RVA".

DATE: JANUARY 28, 2016

SUBJECT: ADVERTISING ORDINANCE FOR PUBLIC HEARING

The following is the heading for the advertisement of the ordinance amending the Building Code, which is to be heard at the public hearing beginning at 9:30 a.m., February 25, 2016 at the Regular Meeting of the Board of County Commissioners.

AN ORDINANCE OF SANTA ROSA COUNTY, FLORIDA, AMENDING ORDINANCE 2006-37 AND CHAPTER 5 BUILDINGS AND BUILDING REGULATIONS, SECTIONS 5-26 THROUGH 5-30 OF THE SANTA ROSA COUNTY FLORIDA CODE; PROVIDING FOR ADOPTION OF CERTAIN TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE AND REQUIREMENTS FOR STRUCTURES WITHIN FLOOD HAZARD ZONES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2016 - ____

AN ORDINANCE OF SANTA ROSA COUNTY, FLORIDA, AMENDING ORDINANCE 2006-37 AND CHAPTER 5 BUILDINGS AND BUILDING REGULATIONS, SECTIONS 5-26 THROUGH 5-30 OF THE SANTA ROSA COUNTY FLORIDA CODE; PROVIDING FOR ADOPTION OF CERTAIN TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE AND REQUIREMENTS FOR STRUCTURES WITHIN FLOOD HAZARD ZONES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the Florida Building Code; and

WHEREAS, Section 553.73(5), Florida Statutes, allows adoption of local administrative amendments to the Florida Building Code to implement the National Flood Insurance Program; and

WHEREAS, the Santa Rosa County Board of County Commissioners previously adopted requirements to increase the minimum elevation of buildings, treat certain coastal areas like coastal high hazard areas, limit the partitioning and access of enclosures in certain flood hazard areas, and establish specifications for certain concrete slabs prior to July 1, 2010 and, pursuant to Section 553.73(5), Florida Statutes, is formatting that requirement to coordinate with the Florida Building Code;

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

SECTION 1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. The Florida Building Code as adopted by Santa Rosa County, Section 1 of Ordinance No. 2006-37 as codified as Section 5-26 of the Code of Ordinances of Santa Rosa County is hereby amended to modify the specified sections of the Code as follows:

Section 5-29. – Florida Building Code, Residential.

R322.2 Flood hazard areas (including A Zones).

All areas that have been determined to be prone to flooding but not subject to high-velocity wave action shall be designated as flood hazard areas. Flood hazard areas that have been delineated as subject to wave heights between 1-1/2 feet (457 mm) and 3 feet (914 mm) or otherwise designated by the jurisdiction shall be designated as Coastal A Zones and are subject to the requirements of Section R322.3. All buildings and structures constructed in whole or in part in flood hazard areas shall be designed and constructed in accordance with Sections R322.2.1 through R322.2.3.

R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus three (3) feet or the design flood elevation, whichever is higher except:

- a. In the area subject to the map revision effective December 19, 2006, new construction or substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to or above the base flood elevation requirement.

b. On Navarre Beach the minimum elevation shall be seventeen (17) feet (NAVD) in those areas designated as V zones and twelve (12) feet (NAVD) in those areas designated as Coastal A Zones.

2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus three (3) feet, or at least five (5) feet if a depth number is not specified.

3. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus three (3) feet or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.

R322.3 Coastal high-hazard areas (including V Zones) and Coastal A Zones, where designated. Areas that have been determined to be subject to wave heights in excess of 3 feet (914 mm) or subject to high-velocity wave action or wave-induced erosion shall be designated as coastal high-hazard areas. Flood hazard areas that have been designated as subject to wave heights between 1-1/2 feet (457 mm) and 3 feet (914 mm) or otherwise designated by the jurisdiction shall be designated as Coastal A Zones. Buildings and structures constructed in whole or in part in coastal high-hazard areas and Coastal A Zones, where designated, shall be designed and constructed in accordance with Sections R322.3.1 through R322.3.6.

R322.3.2 Elevation requirements.

1. All buildings and structures erected within coastal high-hazard areas and Coastal A Zones shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams and bracing, is elevated to the base flood elevation plus three (3) feet or above the design flood elevation, whichever is higher.

2. Basement floors that are below grade on all sides are prohibited.

3. The use of fill for structural support is prohibited.

4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.

Exception: Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.

R322.3.3 Foundations. Buildings and structures erected in coastal high-hazard areas and Coastal A Zones shall be supported on pilings or columns and shall be adequately anchored to such pilings or columns. The space below the elevated building shall be either free of obstruction or, if enclosed with walls, the walls shall meet the requirements of Section R322.3.4. Pilings shall have adequate soil penetrations to resist the combined wave and wind loads (lateral and uplift). Water-loading values used shall be those associated with the design flood. Wind-loading values shall be those required by this code. Pile embedment shall include consideration of decreased resistance capacity caused by scour of soil strata surrounding the piling. Pile systems design and installation shall be certified in accordance with Section R322.3.6. Spread footing, mat, raft or other foundations that support columns shall not be permitted where soil investigations that are required in accordance with Section R401.4 indicate that soil material under the spread footing, mat, raft or other foundation is subject to scour or erosion from wave-velocity flow conditions. If permitted, spread footing, mat, raft or other foundations that support columns shall be designed in accordance with ASCE 24. Slabs, pools, pool decks and walkways shall be located and constructed to be structurally independent of buildings and structures and their foundations to prevent transfer of flood loads to the buildings and structures during conditions of flooding, scour or erosion from wave-velocity flow conditions, unless the buildings and structures and their foundations are designed to resist the additional flood load. Concrete slabs under elevated buildings are not considered to be a part of the foundation provided the slabs are no more than four (4) inches thick, contain no reinforcement, are designed to break up during base flooding, and the dimension of slab segments is piling/column to piling/column,

except on Navarre Beach where slab segments shall be no larger than five (5) feet by five (5) feet.

R322.3.4 Walls below design flood elevation.

Walls and partitions are permitted below the elevated floor, provided that such walls and partitions are not part of the structural support of the building or structure and:

1. Electrical, mechanical, and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and
2. Are constructed with insect screening or open lattice; or
3. Are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a design safe loading resistance of not less than 10 (470 Pa) and no more than 20 pounds per square foot (958 Pa); or
4. Where wind loading values of this code exceed 20 pounds per square foot (958 Pa), the construction documents shall include documentation prepared and sealed by a registered design professional that:
 - 4.1. The walls and partitions below the design flood elevation have been designed to collapse from a water load less than that which would occur during the design flood.
 - 4.2. The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the design flood. Wind loading values used shall be those required by this code.
5. In Coastal A Zones, walls shall be provided with flood openings that meet the criteria in R322.2.2, Item 2.

R322.3.5 Enclosed areas below design flood elevation.

Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps and elevators, unless such wall is required by the fire code. Access to the enclosed areas shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment use in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).

Section 5-30. – Florida Building Code, Building.

1612.4.2 Elevation requirements. The minimum elevation requirements shall be as specified in ASCE 24, except:

- a. On Navarre Beach the elevation shall be seventeen (17) feet (NAVD) in those areas designated as V Zones and twelve (12) feet (NAVD) in those areas designated as Coastal A Zones.

1612.4.3 Additional requirements for enclosed areas. In addition to the requirements of ASCE 24, in coastal high hazard areas and Coastal A Zones, enclosed areas below the design flood elevation shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless such wall is required by the fire code. Access to the enclosed areas shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the occupied area (stairway or elevator).

SECTION 3. FISCAL IMPACT STATEMENT. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for

participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 4. APPLICABILITY. For the purposes of jurisdictional applicability, this ordinance shall apply in the unincorporated areas of Santa Rosa County. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 5. CODIFICATION. The provisions of this ordinance shall become and be made a part of the code of laws and ordinances of the County of Santa Rosa. The sections of this ordinance may be renumbered or relettered to accomplish such, and the word “ordinance” may be changed to “section”, “article”, or any other appropriate word.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

SECTION 7. EFFECTIVE DATE. A copy of this Ordinance shall be filed in the office of the Secretary of State within ten (10) days of enactment and shall take effect upon said filing.

PASSED AND ADOPTED by a vote of ___ yeas and ___ nays and ___ absent of the Board of County Commissioners of Santa Rosa County, Florida, on the ___ day of February, 2016.

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

By: _____
Chairman

ATTEST:

Clerk of Court

I, Donald C. Spencer, Clerk of Court of Santa Rosa County, Florida, do hereby certify that the same was adopted and filed of record and sent electronically to the Secretary of the State of Florida, on this _____ day of _____, 2016.

Donald C. Spencer, Clerk of Court



SANTA ROSA COUNTY ENGINEERING

SANTA ROSA COUNTY, FLORIDA

6051 OLD BAGDAD HWY., STE. 300

MILTON, FLORIDA 32583

www.santarosa.fl.gov

Preliminary
Engineers Report
February 22, 2016

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

This is a Preliminary check list:

The items listed below may be on the agenda for meeting of Board of County Commissioners of Santa Rosa County, Florida, for February 25, 2016 at 9:00 a.m. in Milton, Florida.

1. Recommend Change Order No. 1 to extend the contract with AECOM to April 1, 2016 for the Berryhill Road Mill and Resurface LAP project.
2. Discussion of CQA Services for Central Landfill Cell C Construction and Certification.

Engineering Item 1





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

MEMORANDUM

TO: Board of County Commissioners

FROM: Chris Phillips, Project Engineer/LAP Coordinator *CP*

THROUGH: Roger Blaylock, County Engineer

DATE: February 16, 2016

SUBJECT: Berryhill Mill and Resurface CEI- Change Order #1 – Time Extension

RECOMMENDATION

Extend the contract with AECOM to April 1, 2016 for CEI services related to the Berryhill Road Mill and Resurface LAP Project.

BACKGROUND

Construction Engineering and Inspection (CEI) is required of all federal funded Local Agency Program projects. The contract with our CEI consultant, AECOM is scheduled to expire on March 1, 2016.

Due to documented weather days (44 days) as outlined in the change orders for the construction project, the contract with AECOM must be extended a commensurate amount in order for construction inspection and federally required labor compliance measures to continue. A project wrap-up period will also be included. The proposed extension will move the expiration day to April 1, 2016. There will be no change to the fee, only contract days.

To date, the construction of the project is substantially complete with only a final inspection and punch list corrections remaining.

Engineering Item 2





**SANTA ROSA COUNTY ENGINEERING
ENVIRONMENTAL DEPARTMENT**
6065 Old Bagdad Highway
Milton, FL 32583
www.santarosa.fl.gov

Roger A. Blaylock, P.E.
County Engineer

Ronald C. Hixson
Environmental Manager

To: Tony Gomillion

From: Ronald Hixson

RCH

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

Rog

Date: February 17, 2016

Re: CQA Services for Central Landfill Cell C Construction and Certification

DISCUSSION:

The Environmental Department is requesting an increase to Phase IV, Cell C Construction Quality Assurance (CQA) Services with Geosyntec Consultants, Task Order #GEO15-04 in the amount of \$56,426 to cover additional QA/QC services related to cell construction and certification. Original cost of the Task Order was \$202,814. This request will increase the total cost to \$259,240 for Geosyntec to continue the Construction Quality Assurance Services to completion of the Phase IV Cell C construction and submit the certification report to the Florida Department of Environmental Protection (FDEP).

BACKGROUND:

The Board of County Commissioners approved a Task Order with Geosyntec Consultants on November 19, 2015 to provide QA/QC services during construction of a new Class I disposal cell at Central Landfill. Additional funding is requested for the following:

- An additional 5 weeks of engineering support in the analysis and review of submittals and laboratory testing documentation required for submission to FDEP for cell certification and to ensure work is completed in with the project design and Technical Specifications and the CQA Plan, \$8,439;
- Additional CQA field monitoring services for construction activities including labor and expenses thru March 18 for the CQA Field Manager, \$40,974, and;
- Includes additional budget for conformance laboratory testing of soil and geosynthetics utilized in cell construction including resin lots used in the manufacture of liner materials and associated destructive testing, leachate compatibility testing due to variability of GCL and additional soil testing due to visual variability of backfill soils, \$7,013.

ACTIONS TO BE CONSIDERED:

That the Board of County Commissioners approves an increase in the amount of \$56,426 to Geosyntec Consultants for Task Order GEO 15-04 to provide CQA Services related to the Central Landfill Cell C Construction and Certification.

16 February 2016

Mr. Ron Hixson
Environmental Manager
Santa Rosa County Environmental Division
6065 Old Bagdad Highway
Milton, Florida 32583

**Subject: Cell C Construction Quality Assurance (CQA) Budget Addendum
Santa Rosa County Central Landfill, Phase IV, Cell C
Santa Rosa County, Florida**

Dear Mr. Hixson:

Geosyntec Consultants (Geosyntec) is providing Santa Rosa County Environmental Division (SRCED) with this budget addendum (Addendum) for professional CQA services associated with construction of Phase IV, Cell C at the Central Landfill facility (Site) located in Milton, Florida. This Addendum was prepared to outline the CQA services associated with construction activities beyond the 12 week project duration approved under the 1 September 2015, *Proposal for Cell Construction CQA Services* (Proposal). This document has been prepared at the request of SRCED, as an addendum to the approved CQA Services Task Order No. GEO15-04.

SCOPE OF WORK AND BUDGET

The scope of services under this Addendum for the Cell C construction CQA project is divided into the following three tasks:

- Task 1: Project Coordination and Meetings (Engineering/Project Support);
- Task 2: CQA Services; and
- Task 3: Laboratory Testing.

A summary of services and associated budget estimate for each Task is provided below.

Table 1 – Budget Addendum Cost Estimate

Task No.	Description	Estimated Cost
<p>Task 1: Project Coordination and Meetings (Engineering/ Project Support)</p>	<p>Includes overall project coordination, communications with Santa Rosa County, the Contractor, and CQA personnel to facilitate construction activities, and continued review of submittal and laboratory testing documentation to ensure that the work is completed in conformance with the project Drawings, the Technical Specifications and the CQA Plan. The original proposal budget included effort for a duration of 12 weeks (through 12 February 2016). The additional budget covers costs for an additional 5 weeks of effort through 18 March 2016.</p>	<p>\$ 8,439</p>
<p>Task 2: CQA Services</p>	<p>Includes labor and expense effort for personnel to provide field CQA monitoring services during construction activities as required by the CQA Plan. The original proposal budget included effort for a duration of 12 weeks (through 12 February 2016) for a Site CQA Manager. The additional budget covers costs for an additional 5 weeks of effort for a Site CQA Manager through 18 March 182016.</p>	<p>\$ 40,974</p>
<p>Task 3: Laboratory Testing</p>	<p>Includes additional budget for conformance laboratory testing of soil and geosynthetics for the Cell C construction. Tests performed are required by the Technical Specification and the CQA Plan to facilitate the certification of the Cell C construction. Tests included under this budget Addendum were not included in the original project Proposal. Additional tests were required due to unforeseen conditions such as (i) additional geosynthetic resin lots as defined by ASTM D 4354, (ii) additional destructive test analyses due to required field repairs of the secondary geomembrane, (iii) leachate compatibility testing due to variability of GCL product compared to product utilized in previous Site cell construction, and (iv) additional soil testing due to visual variability of backfill soils.</p>	<p>\$ 7,013</p>
Total		<p>\$ 56,426</p>

Additions or changes to the scope of services and/or construction schedule may increase or reduce the estimates of labor and material expenditures presented in this Addendum. Should changes in the construction schedule require additional man-hours and associated expenses, Geosyntec will notify SRCED to discuss the circumstances and estimate additional expenditures. Both SRCED and Geosyntec must agree to the changes to the scope of services prior to commencement of the service. The cost of any such service will be calculated based on the unit rates utilized to calculate the estimated costs presented in **Table 1** of this Addendum.

Billing will be in accordance with the Master Consulting Agreement on a time and materials not-to-exceed basis. Our estimated budget for performing these services includes the labor and materials believed necessary to complete the work scope outlined in this Addendum and the Proposal. Authorization of out-of-scope work items that may be needed to fulfill the project requirements or as otherwise requested by the SRCED will be requested as they are identified and billed on a time and materials basis in accordance with Geosyntec's approved contract with the SRCED.

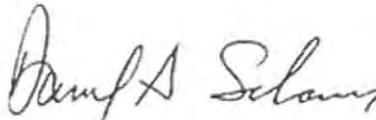
CLOSURE

Geosyntec greatly appreciates the opportunity to provide continued professional services to SRCED under this Addendum. We look forward to discussing the contents of this Addendum with you. If you have any questions, please do not hesitate to contact either of the undersigned at (813) 558-0990.

Sincerely,



Alex Rivera, P.E.
CQA Managing Engineer



Daniel A. Schauer, P.G.
Principal



Public Services Committee

Chaired by:

Commissioner Bob Cole and Commissioner Rob Williamson

Meeting:

February 22, 2015, 9:00 A.M.

AGENDA

Emergency Management

1. Discussion of approval for an inter-local memorandum of understanding (MOU) by and between Escambia County, FL, the Pensacola Police Department, the Gulf Breeze Police Department and Santa Rosa County through our Emergency Management Department.

Development Services

2. Discussion of the approval of the emergency housing repair project located at 6443 Baxley Road, Milton. The total project cost with fees is \$12,132.20, which exceeds the policy limit.
3. Discussion of the approval of the emergency housing repair project located at 7868 Highway 4, Jay. The total project cost with fees is \$12,160.20, which exceeds the policy limit.
4. Discussion of approval of the SHIP mortgage subordination agreement for the property located at 4292 Avenida San Marcus, Pace. Agreement is consistent with Board policy.

Public Services 1



Brad Baker, Director
bradb@santarosa.fl.gov
Office (850) 983-5360

Daniel Hahn, Plans Chief
danielh@santarosa.fl.gov
Office 850-983-4606



Division of Emergency Management
Santa Rosa County
4499 Pine Forest Road
Milton, Florida 32583
FAX: 850-983-5352
www.santarosa.fl.gov/emergency



Steve Mewborn,
Logistics Chief
stevemew@santarosa.fl.gov
Office 850-983-4604

Tom Lloyd,
Operations Chief
toml@santarosa.fl.gov
Office 850-983-4608

To: Santa Rosa County Board of County Commissioners

From: Brad Baker, Director, Emergency Management

Through: Tony Gomillion, County Administrator

Re: Interoperability MOU / Inter-Local

Date: February 25, 2016

RECOMMENDATION

Request that the Board approve an inter-local memorandum of understanding (MOU) by and between Escambia County, FL, the Pensacola Police Department, the Gulf Breeze Police Department and Santa Rosa County through our Emergency Management Department.

BACKGROUND

With the inception of the new Motorola P25 Radio System in our county, the opportunity for interoperability presents itself. The P25 Master Core public safety communications system is maintained at the Escambia County Public Safety Building; this system serves as the basis for radio interoperability between the parties as provided in this MOU. This agreement establishes policy and procedure for the participants to utilize their resources for the purpose of providing radio interoperability and radio channels/talk groups for mutual aid response in accordance with the National Incident Management System (NIMS).

COMPLETION

Santa Rosa County Attorney has reviewed the agreement and, upon approval of the agreement by the Board, original documents will be forwarded to the BOCC for signature.

**MEMORANDUM OF UNDERSTANDING (MOU)
RELATING TO RADIO INTEROPERABILITY**

This Agreement is entered into this ____ day of _____, 2016, by and between Escambia County, Florida, through its Public Safety Department ("Escambia"), Santa Rosa County, Florida, through its Public Safety Department ("Santa Rosa"), the Pensacola Police Department ("PPD"), and the Gulf Breeze Police Department ("GBPD").

WITNESSETH:

WHEREAS, the parties desire to enter into this MOU to establish the terms and conditions whereby the parties shall cooperatively utilize their resources for the purpose of providing radio interoperability and radio channels/talk groups for mutual aid response.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, Escambia, Santa Rosa, PPD and GBPD agree as follows:

1. Recitals. The recitals contained in the preamble are true and correct and incorporated herein by reference.
2. Purpose. The purpose of this MOU is to establish the terms and conditions whereby the parties shall cooperatively utilize their resources for the purpose of providing radio interoperability and radio channels/talk groups for mutual aid response utilizing 700MHz, 800MHz, and Conventional Digital UHF Motorola P25 Radio System.
3. Master Core. Escambia County owns the P25 Master Core public safety communications system, which is maintained at the Escambia County Public Safety Building. This system shall serve as the basis for radio interoperability between the parties as provided in this MOU.
4. Radio Interoperability Representatives. Each party to the MOU shall appoint at least one individual to serve as a radio interoperability representative. The designated representatives will meet biannually or as necessary to review and amend relevant radio interoperability policies/procedures. The Escambia County Communications Manager will facilitate all meetings.
5. Authorization. Each party's designated representative(s) will approve/authorize channels/talk groups that may be displayed and available for patch or direct use on each agency's Motorola MCC 7500 Communication Consoles. Agencies shall not monitor, patch, or communicate via other agency's channels/talk groups without express approval.
6. Maintenance. Each party shall maintain their respective equipment and related components in good working order and remain solely responsible for any maintenance costs or expenses. All site and frequency licensing fees shall be the sole responsibility of the license holder.
7. Mutual Aid and Usage Requests. Any agency requesting mutual aid response will assign the frequency/channel for incident operations. Santa Rosa, GBPD, and PPD will implement frequency/talk group patches as appropriate or as needed for discrete, direct talk group assignment. Patches will be terminated immediately upon completion of responding unit assignment.

8. During the term of this MOU, the parties shall:

- Manage the use of frequency/talk group patches and direct assignment by its employees and ensure procedural compliance.
 - Use interoperability frequency/talk group patches authorized hereby for the intended purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or on-incident.
 - Use interoperability frequency patches or direct assignment for on-incident communications in accordance with the Incident Communications Plan established by the on-scene Incident Commander.
 - Prioritize use of the interoperability frequency/talk group:
 - Emergency or urgent operation involving imminent danger to life or property.
 - Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications.
 - Special event, generally of a pre-planned nature.
 - Joint training exercises, and Inter-agency and en route communications.
 - Implement radio communications procedures consistent with the National Incident Management System (NIMS) and Incident Command System (ICS) including:
 - Use “plain language” without 10-codes or agency-specific codes/jargon;
 - Use the calling protocol: "Agency-Unit #, **this is** Agency-Unit #", rather than "Unit # to Unit #".
- Examples:** “ESCAMBIA ENGINE SEVEN, SANTA ROSA”, “SANTA ROSA ENGINE TWENTY, ESCAMBIA”, “PENSACOLA ENGINE ONE, ESCAMBIA”, “ESCAMBIA ENGINE THREE, PENSACOLA” and “GULF BREEZE ENGINE THIRTY-THREE, PENSACOLA”.
- Provide information such as “run times”, etc to mutual aid units or their respective communications center upon call completion.

9. User Test Requirements. Interoperability test patches will be conducted by all parties every Sunday between 7:00 A.M. and 10:00 A.M. (CST) on a workload permitting basis utilizing “on-air” resources. Any equipment issues or failures will be immediately reported to Motorola by the initiating jurisdiction.

10. Liability. Each party shall be liable only for its own acts or omissions. Nothing in this agreement shall extend liability for any party beyond the limits established in §768.28, Florida Statutes.

11. Records. The parties acknowledge that this MOU and any related financial records, and its reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event any party fails to abide by provisions of Chapter 119, Florida Statutes, any other party may, without prejudice to any right or remedy and after providing seven days' written notice, terminate this MOU.

12. Term. This MOU shall commence upon the date last executed by the parties and continue unless terminated as provided herein.

13. Modification and Termination. This MOU may be cancelled or terminated with or without cause by any party upon providing thirty (30) calendar days prior written notice. Any and all amendments must be made in writing by the parties before becoming effective.

14. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is the subject of this MOU shall be in the County of Escambia.

15. Further Documents. The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this MOU.

16. Assignment. This MOU, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the parties, without prior written consent.

17. No Waiver. The failure of any party to insist upon the strict performance of the terms and conditions herein shall not constitute or be construed as a waiver or relinquishment of any other provision or of any party's right to thereafter enforce the same in accordance with this MOU.

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU by their duly authorized representatives on the respective dates under each signature:

ESCAMBIA COUNTY:

SANTA ROSA COUNTY:

PENSACOLA POLICE DEPARTMENT:

GULF BREEZE POLICE DEPARTMENT:

Public Services 2



Public Services 3





Santa Rosa County Development Services



Beckie Cato, AICP
Planning and Zoning Director

Rhonda C. Royals
Building Official

MEMORANDUM

TO: Board of County Commissioners

FROM: Erin Malbeck, Housing Program Coordinator

THROUGH: Beckie Cato, AICP, Planning Director

SUBJECT: Discussion of Bids Received for State Housing Initiatives Partnership
Emergency Repair Project located at 7868 Highway 4 in Jay

DATE: February 15, 2016

RECOMMENDATION

That the Board discuss bids received for State Housing Initiatives Partnership (SHIP) Emergency Repair Project located at 7868 Highway 4 in Jay and award the project to the lowest bidder, along with the approval for the use of funds to exceed the maximum award per unit of \$10,000 as described in the Local Housing Assistance plan.

BACKGROUND

The property owners have applied for SHIP program assistance to replace the existing septic system and tie all plumbing lines into new system. Based on the permit received from the County Health Department, a normal gravity flow of the drain lines cannot be achieved and will therefore require a pump system. On February 1, 2016, 4 contractors were emailed a price comparison request to replace the existing system per Health Department permit.

Two bids were received;

- **Bill Walther Construction, Inc.** **\$11,300.00**
- **Mike Motes Builders, LLC.** **\$12,625.00**

Based on the lowest bid price of \$11,300.00, plus housing administrative cost of \$860.20, total lien against property will be \$12,160.20.

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

Public Services 4





Santa Rosa County Development Services



Beckie Cato, AICP
Planning and Zoning Director

Rhonda C. Royals
Building Official

MEMORANDUM

TO: Board of County Commissioners
FROM: Erin Malbeck, Housing Program Coordinator
THROUGH: Beckie Cato, AICP, Planning Director
SUBJECT: State Housing Initiatives Partnership (SHIP)
Second Mortgage Subordination Request
4292 Avenida San Marcus, Pace, FL 32571
13-1N-29-0000-11600-0000
DATE: February 12, 2016

RECOMMENDATION

Board approval of the request submitted on behalf of homeowner to execute a subordination agreement to be recorded in connection with a refinance of the first mortgage in the approximate amount of \$71,600.00.

BACKGROUND

SHIP Second Mortgage: \$7,500.00
Recorded: 8/30/2007
Purpose: SHIP First Time Homebuyer Assistance

Proposal is to reduce the annual interest rate on the first mortgage from 5.39% to 4.00%

Current monthly principal and interest: \$468.92
Proposed monthly principal and interest: \$529.62

The refinance and subordination request meets two of the three established guidelines:
Reduce the mortgage interest rate
Not provide any cash out

One of the three established guidelines is to reduce the monthly mortgage payment; however, in this case, the homeowner is going from a 30 year fixed rate mortgage to a 15 year fixed rate mortgage, resulting in a principle/interest payment increase of \$60.70. The total monthly payment (payment, interest, taxes and insurance) will only increase by \$9.02, due to the elimination of Mortgage Insurance Premium costs.

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

AGENDA
PUBLIC WORKS COMMITTEE

February 22, 2016

Chairman: Commissioner Salter

Vice Chairman: Commissioner Cole

1. Discussion of resurfacing the following roads in District 2 at an estimated cost of \$ 289,106.00:

Old Hickory Hammock (*from Skylark Rd to Black Oak Rd*)

SA Jones Road (*from I-10 to south of Bodega Drive*)

Bodega Drive

Oak Street (*from 7070 Oak St to Dorrs Fence St*)

Cross Street (*Eastern 440 feet*)

Traci Drive

Kim Drive (*from Traci Drive north 400 feet*)

Bellbrook Road (*from Douglas Dr east 685 feet*)

Douglas Drive

Dorrs Fence Street

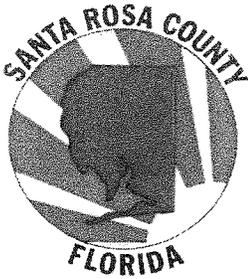
Webb Circle

2. Discussion of paving Pine Top Road in District 2 at an estimated cost of \$ 30,330.00.
3. Discussion of request from the Sheriff's Department for Public Works to provide labor and equipment for the clearing and grubbing of approximately one-half acre of land west of the jail for a storage building.
4. Discussion of renewal of the ABM Southern Management contract for custodial services for county buildings for one year at current pricing, as allowed by the contract.
5. Discussion of a request from the Spanish Trace Homeowners Association for the installation of a crosswalk and associated drainage work on East Bay Blvd. to provide safe access to the multi-use path at a cost of approximately \$2,500; with funding from the Area 3 impact fees.
6. Discussion of the request from the Navarre Beach Beautification Committee for the installation of solar powered, pedestrian crossing, warning signs on Gulf Blvd. at the existing crosswalk to the pier, at an estimated cost of \$14,000.00.

7. Discussion of awarding contract for a “pour-in-place” playground surface at the Benny Russell Park to J.A. Dawson & Company in the amount of \$47,517.00 as the low bidder meeting specifications. The funding was previously approved by the Board at the November 9th, 2015 meeting.

Public Works Item 1





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

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

STEPHEN FURMAN
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
981-7071

February 16, 2016

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

Dear Mr. Cole,

Please find listed below the estimated cost for resurfacing the following roads in District Two at an estimated total cost of \$289,106.00:

Old Hickory Hammock (<i>from Skylark Rd to Black Oak Rd</i>)	\$46,813.00
SA Jones Road (<i>from I-10 to south of Bodega Drive</i>)	\$48,784.00
Bodega Drive	\$63,630.00
Oak Street (<i>from 7070 to Dorrs Fence Street</i>)	\$ 7,964.00
Cross Street (<i>Eastern 440 feet</i>)	\$ 4,950.00
Traci Drive	\$27,007.00
Kim Drive (<i>from Traci Drive north 400 feet</i>)	\$ 4,949.00
Bellbrook Road (<i>from Douglas Dr east 685 feet</i>)	\$ 8,837.00
Douglas Drive	\$61,862.00
Dorrs Fence Street	\$ 7,070.00
Webb Circle	\$ 7,240.00

Sincerely,

A handwritten signature in black ink, appearing to read "S. Furman", with a long horizontal flourish extending to the right.

Stephen Furman
Public Works Director

SF/tt

Public Works Item 2





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

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

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

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

February 16, 2016

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

Dear Mr. Cole,

The estimated cost for the paving of Pine Top Road in District Two is \$30,330.00.

Sincerely,

A handwritten signature in black ink, appearing to read "SF", with a long horizontal flourish extending to the right.

Stephen Furman
Public Works Director

SF/tt

Public Works Item 3



Tana Tynes

From: Stephen Furman
Sent: Tuesday, February 16, 2016 7:45 AM
To: Stephen Furman
Subject: FW: 2014H-030 SRC Sheriff's Site

From: Hall, Wendell [<mailto:WHALL@srsos.net>]
Sent: Thursday, February 04, 2016 10:28 AM
To: Stephen Furman <StephenF@santarosa.fl.gov>
Cc: Morris, Marty <mmorris@so1.net>; Tony Gomillion <TonyG@santarosa.fl.gov>; Michael Schmidt <michaels@santarosa.fl.gov>; Roger Blaylock <RogerB@santarosa.fl.gov>
Subject: RE: 2014H-030 SRC Sheriff's Site

Steve we are requesting only clearing of the land and removable of the debris. I will be happy to have our inmate workers install the silt fencing if you all can please furnish it for us of let us know where we can purchase it.

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

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Public Works Item 4



Tana Tynes

From: Stephen Furman
Sent: Tuesday, February 16, 2016 7:42 AM
To: Tony Gomillion
Subject: FW: Contract

Tony, we will have an agenda item for a one year renewal of the custodial contract with ABM Southern Management for the cleaning of county buildings. The backup will include the emailed request from Mr. Brad Johnson, and a page from the current contract that stipulates that the two year contract can be renewed on an annual basis. This is the "first" annual renewal, and the Building Maintenance Department is satisfied with the services they have provided to us. Therefore, I recommend approval of this one year extension to the contract by the BCC.

Please let me know if there are any questions.

Stephen

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

From: Thad Allen
Sent: Thursday, February 11, 2016 9:03 AM
To: Stephen Furman <StephenF@santarosa.fl.gov>
Cc: Mike Brown <MikeB@santarosa.fl.gov>
Subject: FW: Contract

From: Brad B Johnston [<mailto:brad.johnston@abm.com>]
Sent: Tuesday, February 02, 2016 11:00 AM
To: Thad Allen
Subject: Contract

Good morning Thad

As discussed, ABM Southern Management would like to extend our contract for another year.

Regards
Brad Johnston
ABM On Site Services
2515 North 12th Ave.
Pensacola, Florida 32503

- C. Provide a list of 5 locations where custodial programs of similar scope and size are presently managed. (two of the locations within one hundred (100) miles of Santa Rosa County). Give name and address, length of service, customers served and name and telephone number of a contact person for each contract.
- D. A list of facilities and other similar accounts where services have been discontinued or terminated for any reason within the past two years and the reason why. Include contact person and telephone number.

II. INSPECTION OF PREMISES:

- A. Contractors must inspect the buildings and grounds of the proposed buildings in order to be fully aware of the scope of services required and attend a mandatory pre bid meeting. Interested parties must contact the Santa Rosa County Building Maintenance Director, or his designee, at the Santa Rosa County Building Maintenance Office, 4530 Spike's Way, Milton, FL 32583 prior to inspecting the facilities. Phone (850) 623-1569

III. CONTRACTORS' INSURANCE REQUIREMENTS and EMPLOYEES:

A. Indemnity:

Contractor agrees to indemnify, defend and hold harmless Santa Rosa County, its agents, elected officials and employees, from any and all claims arising out of the activities of the contractor in the performance of this agreement.

B. Employees:

Contractors shall employ persons who are drug free and provide a background check on each employee. The task of performing the duties as outlined in the scope of work are not to be taken with haste or disregard to Santa Rosa County's property or its employees' property. Santa Rosa County is expecting the contractor to perform the duties outlined in this contract with no disturbances and problems on the contractor's behalf. All problems should be presented to County Building Maintenance Director or Supervisor.

IV. SCOPE OF WORK:

- A. Contract period will be for two years, with possibility of annual renewals.
- B. An evaluation is required every 3 months for the first year and a "poor" evaluation can cause termination of contract immediately.
- C. All custodial/janitorial work to be performed under this proposal shall consist of furnishing all equipment, tools, labor, supervision, and insurance necessary to perform this contract. The use of county equipment and cleaning supplies is strictly prohibited. Santa Rosa County will provide the paper products, trash liners, hand soap and the metered scent dispensers needed to supply the offices and restrooms. The

Public Works Item 5



Tana Tynes

From: Glenn Bailey
Sent: Thursday, February 11, 2016 7:35 AM
To: Stephen Furman
Cc: Tana Tynes; Tony Gomillion
Subject: FW: Pedestrian Cross Walk Request from Residents at Spanish Trace Estates (East Bay Blvd and Via Conquistadores)
Attachments: Letter to County Re Crosswalk Installation 2.10.16.pdf; PedestriancrosswalkEast BayBLVD.pdf

Stephen,

Attached is a request from the Spanish Trace HOA for a pedestrian crosswalk on East Bay Blvd. Commissioner Lynchard supports and wants to have it as an agenda item for the next round of meetings. Also attached is a rough sketch of the location of the proposed crossing. See e-mail string below for additional details.

GLENN F. BAILEY, P.E.
Assistant Public Works Director
Santa Rosa County
(850) 981-7127

From: Commissioner Lynchard
Sent: Tuesday, February 09, 2016 10:15 AM
To: Glenn Bailey <GlennB@santarosa.fl.gov>
Cc: Stephen Furman <StephenF@santarosa.fl.gov>; Jimmy White <JimmyW@santarosa.fl.gov>; Tony Gomillion <TonyG@santarosa.fl.gov>
Subject: RE: Pedestrian Cross Walk Request from Residents at Spanish Trace Estates (East Bay Blvd and Via Conquistadores)

Glenn,

Thanks for the update. I would support the installation of the crosswalk, but would like to see it as an agenda item before we proceed. Can you have something ready for the next round of meetings? Thanks.

Lane Lynchard
Santa Rosa County Commissioner, District 5
850-983-1876

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: Glenn Bailey
Sent: Tuesday, February 09, 2016 8:44 AM
To: Commissioner Lynchard



Etheridge Property Management, Inc.

February 10, 2016

Attn: Santa Rosa County

Re: Spanish Trace Homeowner's Association
Crosswalks

To Whom It May Concern:

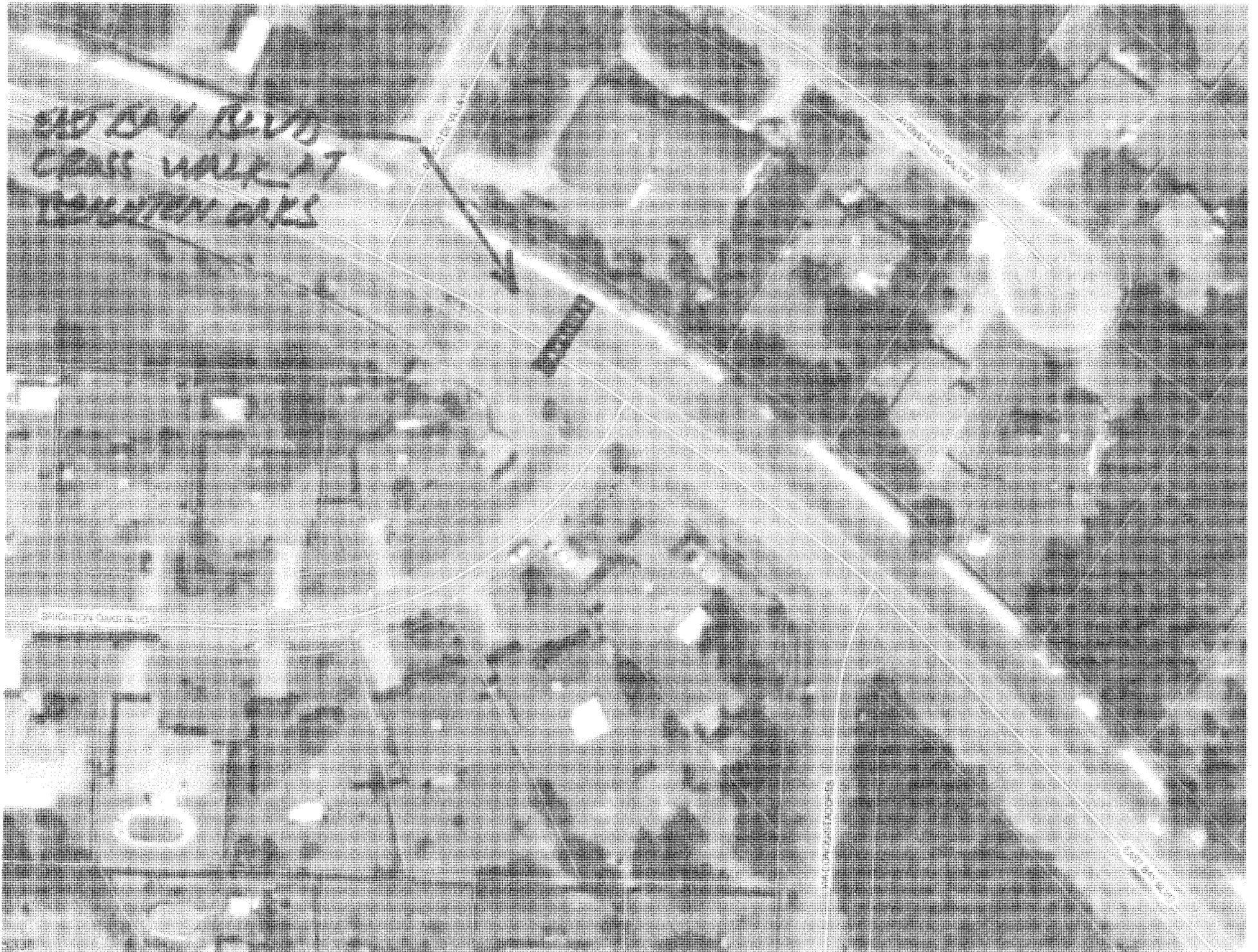
Our office manages the association of Spanish Trace on behalf of the association's Board of Directors.

The purpose of this letter is to formally request, on behalf of the residents on Via Conquistadores and associated side streets, Spanish Trace Board of Directors, and the rest of the Association, the installation of pedestrian crosswalks and culverts across Florida State Route 399 in Navarre, FL.

We thank you for your prompt attention in this matter.

Sincerely,

Kevin Etheridge
Association Manager



SIO BAY RD
CROSS WALK AT
TONLAWTON OAKS

SIO BAY RD

TONLAWTON OAKS

SIO BAY RD

SIO BAY RD

SIO BAY RD

Public Works Item 6



Tana Tynes

From: Stephen Furman
Sent: Tuesday, February 16, 2016 8:33 AM
To: Stephen Furman
Subject: FW: Navarre Beach Ped Crossing Lights

From: Stephen Furman
Sent: Wednesday, January 27, 2016 7:34 AM
To: Tony Gomillion <TonyG@santarosa.fl.gov>
Cc: John Lewis <strgoose@aol.com>; Roger Blaylock <RogerB@santarosa.fl.gov>; Michael Schmidt <michaels@santarosa.fl.gov>; Terry Wallace <TerryW@santarosa.fl.gov>; 'Larry Sims' <rlsims@bellsouth.net>; Commissioner Rob Williamson <RobWilliamson@santarosa.fl.gov>
Subject: RE: Navarre Beach Ped Crossing Lights

Mr. Gomillion, here is the latest (abbreviated) email string that I have on the request for the ped-crossing lights on Gulf Blvd. Public Works has a couple of concerns regarding this request. In no particular order: one concern is that there are numerous crosswalks across Gulf Blvd. to the public beach access areas, and not providing the same level of security at each one may lead to unsafe driver confusion at the non-signalized crossings; another concern is the expressed objection to the current level of signage on the beach; another is the expected high maintenance of this type of device in the beach environment; another is the potential impact that the flashing lights might have on sea turtles; the precedence that this might set for all other crossings in the county will need to be considered; and finally is there is currently not a designated funding source (please see Comm. Rob Williamson's email of 10/14/15 referencing funding).

The cost for the installation of one set of lights is likely going to be in the \$12,000 to \$14,000 range.

Please let us know if you need for us to gather any additional information.

Respectfully,

Stephen

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

From: Commissioner Rob Williamson
Sent: Wednesday, October 14, 2015 7:22 AM
To: Stephen Furman <StephenF@santarosa.fl.gov>
Cc: Larry Sims <rlsims@bellsouth.net>; John Lewis <strgoose@aol.com>; Roger Blaylock <RogerB@santarosa.fl.gov>; Michael Schmidt <michaels@santarosa.fl.gov>; Terry Wallace

<TerryW@santarosa.fl.gov>

Subject: Re: Navarre Beach

Sounds like a good idea for the Pier crossing.

This is outside the scope of beautification and bed tax is not the appropriate funding source.

The lease fee revenue was to be retained for beach related expenses/projects. I will be bringing that to the board as part of 2016 budget talks. This would be a perfect use of those funds.

At your service,

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

From: Larry Sims [<mailto:rlsims@bellsouth.net>]
Sent: Friday, October 09, 2015 9:51 PM
To: Stephen Furman <StephenF@santarosa.fl.gov>
Subject: Navarre Beach

Morning Steve'

We met with you just over a year ago about the changes to the entranceway to Navarre beach....and we still appreciate your including us and keeping us abreast of what was about to happen.

We had our Navarre Beach Beautification Meeting tonight and several things were talked about and we thought you might be interested in:

1. If the additional turn lane was your idea, we need to start working on your salary increase and an office with a view. This lane has really made a difference. This summer was another record season and this lane really helped. Thank you
2. We hear the rumor about a traffic circle on the beach. We did some irrigation in this area and stopped it short because of this possibility. Please let whomever know we have irrigation available very close if needed.
3. Pedestrian cross walks on the beach: We are having more & more near misses because of poor lighting at the cross walks in the evenings. At our meeting tonight, we discussed the possibility of adding some LED Cross Walk Warning Lights like Pensacola Beach. They are user activated and solar powered. I have talked to Ken Canady Escambia County Traffic Dept and he said they were very pleased with them. <http://www.tapconet.com/store/products/rrfb/c/ghab>

We are trying to be a little proactive. If this could be a possibility, please let us know how we can help.

Thanks for everything you have done

Larry Sims
Navarre Beach Beautification Committee

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Public Works Item 7



Tana Tynes

From: Tammy Simmons
Sent: Tuesday, February 16, 2016 3:14 PM
To: Stephen Furman
Cc: Commissioner Jay William
Subject: Contract approval
Attachments: SKMBT_C203 16021516520.pdf; Benny Russell PIP.PDF

Attached are two quotes for the pour-in-place that will be needed at Benny Russell. The money has already been approved in the original budget amendment, we will just need to approve the contract. I recommend we go with the lowest which is J. A. Dawson in the amount of \$47,517. We are currently working with this contractor, they are fairly local, Pelham Alabama, and we have quite a bit of experience working with this company. I will need this approved as soon as possible as we would like to order the March 7 install.

Tammy C. Simmons
Santa Rosa County Board of County Commissioners
Administrative Services Manager
6075 Old Bagdad Highway
Milton, FL 32583
850-983-1858 Phone
850-623-1331 Fax

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Surface America, Inc.
 PO Box 157
 Williamsville NY 14231
 Phone: (800) 999-0555
 Fax: (716) 632-8324

SURFACEAMERICA®

Recreational & Athletic Surfacing for Maximum Performance

Quote Number: 70915

Quote

Page: 1 of 2

<p>Quote To: Leathers & Associates, Inc. 275 S. Fulton Ithaca NY 14850</p> <p>Attn: Marc</p>	<p>Date: 2/15/2016 Expires: 6/14/2016</p> <p>Project: Pace, Florida.</p>
--	--

Description:

PlayBound Poured-In-Place : Combination 2-1/2" thick (3200 sq ft) and 3" thick (1500 sq ft) (Thicknesses are subject to a nominal variation) system with top surface in 100% Color. (One solid color or one color mix. No Graphics Included.) Includes standard aromatic. Includes Freight.

United States Dollar

Line	Part Number	Description	Rev	Drawing
1	SYS-001	System, PlayBound Poured-In-Place	001	
	Sales Category	Quantity	Unit Price	Net Price
	Installed	4,700.00 SF	\$11.30	\$53,110.00
		Line 1 Subtotal:		\$53,110.00

NOTES:

Surface America's PlayBound Poured-In-Place system, UltraTile, and PlayBound Tile are IPEMA Certified. **REDUCE YOUR RISK BY USING AN IPEMA CERTIFIED MANUFACTURER.**

Top surface applied at industry leading rate of 2.44 lbs per sq ft. . . Long term durability

2-1/2" thick Poured-in-Place System meets 6' critical fall height.

3" thick Poured-in-Place System meets 7' critical fall height.

Please deduct \$1.00/ sq ft for 50% Color/ 50% Black speckled mix.

Ease of access into area is necessary for amount estimated; if access is difficult please advise and request re- quote.

All site work including sub base and edging to be done by others; price is for rubber and surfacing installation only.

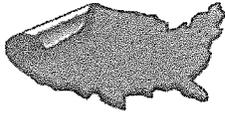
Purchaser shall be responsible for security, as needed, to prevent vandalism and/or damage of any type to the surface during the installation process, curing time, and after the installation is completed.

Teal, Yellow, Purple, and Primary Red are considered premium colors; if one of the listed colors is selected for more than 25% of the top surface, unit price will be increased by \$.30/ sq ft, to cover additional costs.

With certain EPDM rubber colors, we recommend aliphatic (non-yellowing) binder be considered. Aliphatic binder will

*For Material Only quotes, the necessary sales tax must be added.

*Protection of the surface from damage and vandalism during the installation process is the responsibility to the customer.



Surface America, Inc.
PO Box 157
Williamsville NY 14231
Phone: (800) 999-0555
Fax: (716) 632-8324

SURFACEAMERICA™

Recreational & Athletic Surfacing for Maximum Performance

Quote Number: 70915

Quote

Page: 2 of 2

increase the unit price by \$1.10/sq ft. All Poured in Place system's installed with aliphatic carry a 10 year warranty.

Blues and Light Gray will amber (yellow) the most when using standard aromatic.

Price valid 120 days from day quote is provided.

Contact Surface America with requests, orders, or questions.

**For Material Only quotes, the necessary sales tax must be added.*

**Protection of the surface from damage and vandalism during the installation process is the responsibility fo the customer.*

J.A. Dawson & Company

Your Total Recreation Resource

P.O. Box 1178
Pelham, AL 35124
P:205.663.5058 F:205.663.5012
www.jadawsonco.com

QUOTE
#62146

02/16/2016

Benny Russell Park PIP Surfacing

Leathers & Associates
Attn: Marc Leathers
225 S Fulton St
Ithaca, NY 14850
Phone: 877-564-6464 Ext. 230
marc@leathersassociates.com

Ship To Zip: 32571

Quantity	Part #	Description	Unit Price	Amount
4700	PIP	Other Manufacturer - Square Feet, Poured-in-Place Safety Surfacing - <i>Providing materials and installation of 1500 sf at 3" depth and 3,200 sf at 2.5" depth. 50/50 standard color and black. Standard Edges. Customer responsible for sub-base, positive drainage, and dumpster for cleanup.</i>	\$10.11	\$47,517.00

SubTotal: \$47,517.00
Total Amount: \$47,517.00

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

COLOR SELECTION

Plastic: _____ Upright: _____
Metal: _____ Deck: _____
Rock: _____ Fabric: _____

Benny Russell Park PIP Surfacing

**QUOTE
#62146**

02/16/2016

Acceptance of quotation:

Accepted By (printed): _____ Signature: _____

P.O. No: _____

Purchase Amount: **\$47,517.00**

Date: _____

Title: _____

Phone: _____

Facsimilie: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER) _____

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

Benny Russell Park PIP Surfacing

**QUOTE
#62146**

02/16/2016

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

J.A. DAWSON & CO., INC.

DATE

CUSTOMER

DATE



Budget & Financial Management Committee

Chaired by:

Rob Williamson & Don Salter

Meeting:

February 22, 2016, 9:00 a.m.

AGENDA

Bid Actions:

1. Discussion of bids received for Housing Rehabilitation Project located at 6445 Julia Drive in Milton. Low bidder meeting specifications is Mike Motes Builders, LLC with a bid of \$31,230.
2. Discussion of rejection of bids for Housing Rehabilitation Project located at 6642 Grace Street in Milton and rebidding the project with modified scope.

Budget:

3. **Budget amendment 2016 – 104** in the amount of **\$ 30,400** to recognize grant modification #1 to increase the budget for Settler's Colony construction to include an increase for archaeological monitoring as required by FEMA and an increase in project/grant management services as approved at the February 11, 2016 meeting.
4. **Budget amendment 2016 – 105** in the amount of **\$ 36,988** to carry forward funds for the contract with the Florida Department of Agriculture and Consumer Services for an agricultural Best Management Practices Technician as approved at the February 11, 2016 meeting.
5. **Budget amendment 2016 – 106** in the amount of **\$ 58,000** to transfer funds from the Salary account to the Other Contract Services account in the Navarre Beach Utility Fund to cover Landrum staffing costs.
6. **Budget amendment 2016 – 107** in the amount of **\$ 50,400** to carry forward funds for payment of labor costs associated with Navarre Beach pier gate collections by Coastal Concessions as approved at the January 14, 2016 meeting.
7. **Budget amendment 2016 – 108** in the amount of **\$ 3,826** to fund the purchase of a new fence (\$2,530) along the eastern border of the playground area at Pace Community Center and the sod (\$1,296) surrounding the new playground area from District III Recreation Funds.

County Expenditure / Check Register:

8. Discussion of county check register.

Budget Item 1



PROCUREMENT RECOMMENDATION

1. **PRODUCT/SERVICE:** HOUSING REHABILITATION PROJECT LOCATED AT 6445 JULIA DRIVE, MILTON, FL

2. **RESPONSIBLE OFFICE:** HOUSING DEPARTMENT

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

Major repairs to dwelling.

4. **SCOPE OF WORK:**

Repairs to the dwelling includes but is not limited to the replacement of all windows and exterior door and casing on right side of the dwelling; replace existing roof and any damaged wood on fascia and soffits; replace and rotten decking; replace HVAC duct work and air vents; replace shower stall in the hall bath and include handicap grab bars; replace existing hot water heater.

5. **BIDDERS AND PRICES:**

A. Mike Motes Builders, LLC

\$31,230

Budget Item 2



PROCUREMENT RECOMMENDATION

1. PRODUCT/SERVICE: HOUSING REHABILITATION PROJECT LOCATED AT 6642 GRACE STREET, MILTON, FL

2. RESPONSIBLE OFFICE: HOUSING DEPARTMENT

3. DESCRIPTION OF SERVICE/PRODUCT:

Major repairs to dwelling.

4. SCOPE OF WORK:

Repairs to the dwelling includes but is not limited to the replacement of the existing roof and any damaged wood on fascia and soffits; replace and rotten decking; install all new flashing; repair left side gable; replace HVAC with natural gas heating system; upgrade electrical service to 200 amp; rewire electrical service for whole house; replace gas stove; replace all exterior doors and door casings; replace all windows; insulate attic to code.

5. BIDDERS AND PRICES:

A. Mike Motes Builders, LLC	\$47,480
-----------------------------	----------

Budget Item 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: February 16, 2016

FROM: **Electric Franchise Fee 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:	9106 – 5990016	EFF Drainage Reserves	(\$ 7,600)
	9106 – 59100101	To R&B Fund	\$ 7,600
To:	101 – 33150022	FEMA HMGP – Settler’s Colony	\$ 22,800
	101 – 3810001	From EFF Drainage Reserves	\$ 7,600
	2106 – 53400035	Contract Services – Settler’s Colony	\$ 30,400

State reason for this request:

Recognizes grant modification #1 (approved 2/11) to increase the budget for Settler’s Colony construction to include an increase for archaeological monitoring as required by FEMA and an increase in project/grant management services.

Requested by: Sheila Fitzgerald /s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2016-104**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: February 22, 2016

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 25th day of February, 2016.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Sheila Fitzgerald
Sent: Sunday, February 14, 2016 2:30 PM
To: Jayne Bell
Cc: Henry Brewton; Erica Grancagnolo
Subject: Budget Amendment Request - Settler's Colony HMGP Phase II Construction - Increase

Jayne,

Please process a budget amendment as follows:

Fund 101:	101-33150022	FEMA HMGP Revenue – Settlers Colony	\$ 22,800
	101-3810001	From EFF Drainage Reserves	\$ 7,600
	2106-53400035	Contractual Services – Settler's Colony	\$ 30,400
Fund 106	9106-5990016	EFF Drainage Reserves	(\$ 7,600)
	9106-59100101	To Road & Bridge Fund	\$ 7,600

Recognizes grant modification #1 (approved 2/11) to increase the budget for the Settlers Colony Construction to include an increase for archaeological monitoring as required by FEMA and an increase in Project/Grant Management services.

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

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

Budget Item 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: February 17, 2016

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

ADDITION:
MODIFICATION: **X**
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	001 – 3990001	Cash Carried Forward	\$ 36,988
To:	0620 – 534001	Other Contract Services	\$ 36,988

State reason for this request:

Carries forward funds for the contract with the Florida Department of Agriculture and Consumer Services for an agricultural Best Management Practices Technician as approved at the February 11, 2016 meeting.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2016-105**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: February 22, 2016

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 25th day Of February, 2016.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Budget Item 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: February 17, 2016

FROM: **Navarre Beach 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:	0660 – 51210	Salaries	(\$ 58,000)
To:	0660 – 534001	Other Contract Services	\$ 58,000

State reason for this request:

To transfer funds from the Salary account to the Other Contract Services account in the Navarre Beach Utility Fund to cover Landrum staffing costs.

Requested by: Roger Blaylock/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2016 - 106**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: February 22, 2016

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 25th day Of February, 2016.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Roger Blaylock
Sent: Tuesday, February 16, 2016 9:06 AM
To: Jayne Bell
Cc: DeVann Cook
Subject: 0660 Contract Services budget line

Jayne – As we discussed Navarre Beach Dept. 0660 will need \$58,000 in a Contract Services line beginning in march. Have you confirmed what steps we need to take to assist you in making this happen?

DeVann – Will Landrum bill us in arrears for Terry's hours?

Thanks,

Roger A. Blaylock, P.E.
Santa Rosa County Engineer
850 981-7100 Office

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Budget Item 6



BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: February 17, 2016

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 – 3990001	Cash Carried Forward	\$ 50,400
To:	0662 – 534001	Other Contract Services	\$ 50,400

State reason for this request:

To carry forward funds for payment of labor costs associated with Navarre Beach pier gate collections by Coastal Concessions as approved at the January 14, 2016 meeting.

Requested by: Roger Blaylock/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2016 - 107**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: February 22, 2016

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 25th day Of February, 2016.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Roger Blaylock
Sent: Tuesday, February 16, 2016 9:36 AM
To: Jayne Bell
Cc: Terry Wallace; Sonja Lusk
Subject: Coastal Concessions labor invoice

Jayne – I'll confirm our procedures with Michael Burton for payment of the labor cost associated with the Board-approved pier gate collections by Coastal Concessions. Sonja Lusk has calculated an amount of \$50,400 to fund a 0662 - Navarre Beach Other - Contract Services budget line through the end of the fiscal year. I assume monies would come from pier gate collections. Please prepare a budget amendment as needed and feel free to call with any questions.

Thanks,

Roger A. Blaylock, P.E.
Santa Rosa County Engineer
850 981-7100 Office

Pier employee
Feb 1 – Feb 29 \$12/hr X 12/hrs a day X 29 days = \$4,176.00
Mar 1 – Sep 30 \$12/hr X 18/hrs a day X 214 days = \$46,224.00

Total = \$50,400.00

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Budget Item 7



BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: February 17, 2016

FROM: **Dist. 3 Capital 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:	2323 – 599001	Dist. 3 Project Fund Reserves	(\$ 3,826)
	2323 – 59100001	To General Fund	\$ 3,826
To:	001 – 38100010	From District III Fund	\$ 3,826
	2600 – 563001	Improvements	\$ 3,826

State reason for this request:

To fund the purchase of a new fence (\$2,530) along the eastern border of the playground area at Pace Community Center and the sod (\$1,296) surrounding the new playground area from Dist. 3 Recreation Funds.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2016-108**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: February 22, 2016

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 25th day Of February, 2016.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Commissioner Salter
Sent: Wednesday, February 17, 2016 8:37 AM
To: Tammy Simmons
Cc: Stephen Furman; Jayne Bell
Subject: Re: Pace Community Center Playground Fence Estimate 507 from Santa Rosa Fence

OK Tammy.

Sent from my iPhone

> On Feb 17, 2016, at 8:20 AM, Tammy Simmons <TammyS@santarosa.fl.gov> wrote:
>
> The cost for the sod to go around the new playground area at Pace Community Center is \$1296.
>
> -----Original Message-----
> From: Stephen Furman
> Sent: Wednesday, February 17, 2016 8:02 AM
> To: Tammy Simmons; Commissioner Salter
> Cc: Jayne Bell
> Subject: RE: Pace Community Center Playground Fence Estimate 507 from Santa Rosa Fence
>
> Tammy, if you get the sod price today, Jayne may be able to add it to her BA. for the fencing. I expect that it depends on how quick you can get the quote.
>
> Stephen
>
> -----Original Message-----
> From: Tammy Simmons
> Sent: Wednesday, February 17, 2016 7:58 AM
> To: Commissioner Salter <commsalt@santarosa.fl.gov>
> Cc: Stephen Furman <StephenF@santarosa.fl.gov>
> Subject: RE: Pace Community Center Playground Fence Estimate 507 from Santa Rosa Fence
>
> If I get the sod price today; can I add it to the fence cost for the budget amendment?
>
> -----Original Message-----
> From: Commissioner Salter
> Sent: Monday, February 15, 2016 2:31 PM
> To: Tammy Simmons
> Subject: Re: Pace Community Center Playground Fence Estimate 507 from Santa Rosa Fence
>
> Yes. Thanks.
>
> Sent from my iPhone
>
>> On Feb 15, 2016, at 1:10 PM, Tammy Simmons <TammyS@santarosa.fl.gov> wrote:
>>

>> Attached is a quote to place a fence adjacent to the east side of the newly installed playground, this fence will match the fence that is in front of the Community Center and will place a barrier between the playground and the traffic utilizing the grassed parking. Do you approve this expense from the District 3 recreation funds?

>>

>> -----Original Message-----

>> From: Santa Rosa Fence [<mailto:service@santafence.com>]

>> Sent: Monday, February 15, 2016 1:02 PM

>> To: Tammy Simmons

>> Subject: Pace Community Center Playground Fence Estimate 507 from Santa Rosa Fence

>>

>> Tammy :

>>

>> Please review the attached estimate. Feel free to contact us if you have any questions.

>>

>> We look forward to working with you.

>>

>> Thank you,

>> Daniel

>> Santa Rosa Fence

>> 850-995-4001

>>

>>

>> Email scanned by Check Point

>>

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>> <Est_507_from_Santa_Rosa_Fence__More_LLC_7820.pdf>

Santa Rosa Fence & More, LLC

4581 Trice Rd
Pace, FL 32571

Estimate

Date	Estimate #
2/9/2016	507

Name / Address
Santa Rosa County Parks and Rec 6495 Caroline St Milton, FL 32570

			Project
Description	Qty	Rate	Total
Rothbury Concave Tan 4' For Pace Community Center Playground Chumuckla Hwy Rothbury Concave Tan 4'	96	26.35	2,529.60
		Total	\$2,529.60

Budget Item 8



There is no back-up
documentation for this item.