

September 9, 2013

ECONOMIC DEVELOPMENT COMMITTEE

1. Discussion of appointment of Charlin Knight of the Santa Rosa School District as Education member of the Workforce Escarosa, Inc. Board of Directors.
2. Discussion of Gulf Coast Aerospace Coalition marketing initiative.

AUG 22 2013



Jay Overman
Chairperson
Susan Nelms
Executive Director

workforceescarosa

Connecting businesses and resources.

August 21, 2013

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

Dear Mr. Walker:

Under the Regional Workforce Board Accountability Act, effective July 1, 2012, only one Education representative is required on the Board of Directors. Lesa Morgan, who is with the Escambia County School District, has served as that representative with the understanding upon her term expiration Santa Rosa County's representative will serve as the Education representative. Ms. Morgan's term will expire on September 1, 2013.

Enclosed is Tim Wyrosdick's notification of the new Santa Rosa County School District's Director of Workforce Education. Charlin Knight replaced Cheryl Smith, and she is designated to serve as Santa Rosa County School District's representative on the Workforce Escarosa Board.

Request your assistance with having the Santa Rosa County Board of Commissioners review and accept Ms. Knight's appointment to the Workforce Escarosa, Inc. 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 this matter.

Best regards,

Susan Nelms
Executive Director

SN/js

Enclosure

Cc: Sheila Harris, Liaison
Santa Rosa County Board of Commissioners

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

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

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

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

www.workforceescarosa.com



Timothy S. Wyrosdick
Superintendent of Schools

5086 Canal Street Milton, Florida 32570-6706

Phone: 850/983-5012

Suncom: 689-5012

Cellular: 850/777-7762

Facsimile: 850/983-5013

E-mail: WyrosdickT@mail.santarosa.k12.fl.us

January 2, 2013

Susan B. Nelms
Executive Director
Workforce Escarosa, Inc.
9111 A Sturdevant Street
Pensacola, FL 32514

Dear Mrs. Nelms:

Please accept this letter as written notification that effective January 2, 2013, Charlin Knight will replace Cheryl Smith as Director of Workforce Education and will serve as the Santa Rosa County School District's representative to the Workforce Escarosa Board.

If I can provide any additional information, please do not hesitate to contact me.

Sincerely,

Tim S. Wyrosdick
Superintendent of Schools

MEMO

TO: Hunter Walker, County Administrator

FROM: Shannon Ogletree, Economic Development Director

DATE: 9/5/13

SUBJECT: Aerospace Marketing Efforts

On the dates of December 4 - 11 of 2013, a five-county initiative stretching from Escambia to Bay County will launch a three-pronged marketing approach in Hamburg, Germany which is aimed at attracting European-based aerospace supplier companies to Northwest Florida.

The first tactic is to participate in the Aerospace Supply Chain Conference which will help us become a stronger contender in the aerospace industry. The second approach will revolve around the conference having individual meetings with aerospace-related companies, giving us the opportunity to better understand a company's potential plans for expanding into the U.S. and giving us the opportunity to tout the region.

The third approach will take place between December 8- 11 with the proposal of a Florida Leadership Forum to Hamburg, Germany to tour the Airbus A320 final assembly line and meet with key personnel in doing business with Airbus. The tour will give Santa Rosa County leaders a firsthand look at the A320 and help them learn how to be more competitive in attracting suppliers.

Each county is allowed up to 10 individuals to participate. I would suggest we send two individuals from Santa Rosa County Government to the forum and ask eight additional community/business leaders to attend on behalf of Santa Rosa County, in which they pay their own way. Estimated cost to attend the Florida Leadership Forum is less than \$3,000 per person, which will include travel, hotel, ground transportation from hotel to the forum, and some meals. Sending two personnel from Santa Rosa County Government will cost approximately \$6,000 for this opportunity.

I believe if Santa Rosa County is serious in attracting aviation companies like Airbus Suppliers, we must act now and seize this opportunity.

FOR IMMEDIATE RELEASE

**CONTACT: Shannon Ogletree
850.623.0174**

GULF COAST AEROSPACE COALITION LAUNCHES AEROSPACE MARKETING EFFORTS IN HAMBURG, GERMANY

(September 5, 2013 – Santa Rosa County, FL) Five counties in northwest Florida, with the closest proximity to the Airbus assembly line under construction in Mobile, Ala., have formed the Gulf Coast Aerospace Coalition, which is aimed at attracting European-based aerospace supplier companies to northwest Florida. The Coalition is being led by the economic development leaders in Bay, Escambia, Okaloosa, Santa Rosa and Walton Counties.

The Coalition believes the Gulf Coast's strategic location in northwest Florida creates significant opportunities for aerospace suppliers because of the recent expansion of aviation original equipment manufacturer (OEM) assembly plants in the Southeastern U.S. Not only is the Airbus facility in Mobile, Ala. just 50 miles west of Pensacola, but the region also has connections along Interstates 10 and 95 to other operations, including Boeing Charleston, S.C., Gulfstream in Savannah, Ga. and Embraer in Melbourne and Jacksonville, Fla.

The Coalition will launch a three-pronged marketing approach in Hamburg, Germany, Airbus' headquarters in Germany and the final assembly site for the A320 aircraft. The first tactic of the strategy is to participate in a sponsorship and speaking opportunity at the Global Aerospace Supply Chain Conference in Hamburg, Dec. 4 - 5. This will position the region as a strong contender in the international aerospace industry through numerous networking and promotional opportunities during the conference.

The second tactic revolves around the conference as two teams of economic development professionals are deployed around Europe for individual meetings with aerospace-related companies. During the meetings, the teams will work to better understand the company's potential plans for expanding into the U.S. and have the opportunity to tout the Gulf Coast's assets and present a business case for northwest Florida.

Finally, the third tactic comprises of hosting the first northwest Florida Leadership Forum in Hamburg. A small group of elected officials and community leaders will be invited to participate in the forum to understand Airbus' potential impact on the region; to provide critical insight into the needs of aerospace supplier companies, including specialized training; and to become enhanced ambassadors for the region's international economic development efforts.

The objective of this multi-layered strategy is to bolster northwest Florida's visibility to the European aerospace community, encouraging more companies to consider the region for a new location project.

-more-

The Leadership Forum will be held in Hamburg Dec. 8 – 11. The first day will consist of European speakers focused on the following topics:

- The potential for growth and expansion of the European aerospace industry
- Education and skills training expectations of German/European manufacturers
- Competitiveness factors for success in attracting aerospace suppliers
- International cultural protocol

During the second day of the forum, delegates will tour industry-related assembly and training facilities.

As northwest Florida and Santa Rosa County, in particular, continue to compete in a global economy for high-quality companies and jobs, it is imperative that a team of professionals be laser-focused on this strategy. Similar international marketing efforts have proven successful. By deploying these three international marketing efforts, in conjunction with an overall economic development plan, northwest Florida can be positioned as a viable contender for U.S. operations of European-based suppliers to Southeastern U.S. OEMs in the aerospace industry.

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September 9, 2013

ADMINISTRATIVE COMMITTEE

1. Discussion of procedure used in determining ranking of proposals.
2. Discussion of ranking of Navarre Beach Pier proposals.
3. Discussion of allocation of \$105,000 for bleachers and corral panels for the Agriplex in East Milton from TDC reserves as recommended by the Tourist Development Council.
4. Discussion of renaming the Navarre Beach Park to the Navarre Beach Marine Park as requested by a coalition of Navarre/Navarre Beach community groups.
5. Discussion of implementing an additional one cent of the accommodation tax as a dedicated source of revenue for beach restoration as recommended by the Tourist Development District.
6. Discussion of request to decorate the Navarre Park in pink during October as breast cancer awareness month.
7. Discussion of use of the Navarre Park for the annual Christmas in the Park activities sponsored by the Navarre Beach Area Chamber of Commerce Saturday, December 7, 2013.
8. Discussion of Letter of Agreement with Florida Agency for Health Care Administration (AHCA) in the amount of \$1,331,057 for Intergovernmental Transfers and authorize execution of relevant documents.
9. Discussion of Fifth Amendment to Hospital Lease Agreement with HMA Santa Rosa Medical Center, Inc. including payment in addition to current payment in lieu of taxes and authorize execution of relevant documents.
10. Discussion of Interlocal Agreement with Florida Department of Environmental Protection regarding Financial Assurance Mechanisms.

11. Discussion of potential sites for proposed judicial facility.
12. Discussion of Community Off-site Clinic Agreement with Walgreen Company to provide annual flu shots for employees at several locations at no cost to Santa Rosa County.
13. Discussion of Settlement Agreement in the amount of \$125,000 for automobile accident with county employee as recommended by Risk Manager and County Attorney.
14. Discussion of declaration as surplus property iVotronics election equipment for disabled voters enabling equipment upgrade as recommended by Supervisor of Elections.
15. Discussion of Covenant to Limit Reservation of Easement regarding sale of thirty-five (35) acre parcel in the Industrial Park to Maisel Family Properties, LLC d/b/a Goldring Distributing.
16. Discussion of change order #1 to A.E. New, Jr. Inc. for the Santa Rosa County Agri-Plex project which reflects a net reduction of \$325,344.80 for owner Direct Purchase/sales tax savings and owner directed revisions.
17. INFO Item: Sheila Harris will provide 2013 Annual Update to Local Mitigation Strategy and Flood Mitigation Plans.
18. Public Hearing items scheduled for 9:30 a.m. Thursday, September 12, 2013:

An amendment to Ordinance 2007-38 to include requirement of ingress/egress on Kimbro Road as condition of rezoning case 2007-R-091.

No support documentation for this agenda item.

Hunter Walker

From: Dorothy Slye <dorothy.slye@gmail.com>
Sent: Tuesday, August 20, 2013 1:56 PM
To: bocc@santarosa.fl.us; Hunter Walker
Subject: Navarre Pier management proposal

August 20, 2013

Santa Rosa County Board of County Commissioners

We appreciated the opportunity to present our proposal at the committee meeting on Monday August 19, 2013. We are asking that when you vote on the pier lease that the majority of commissioners again retain and negotiate a new contract with The Pier, Inc. as the manager of the Navarre Pier.

Thank you for your consideration.

Dorothy Ratliff Slye

Everett Ratliff

Hunter Walker

From: Kate Wilkes <kwilkes27@gmail.com>
Sent: Wednesday, August 28, 2013 11:39 AM
To: Hunter Walker
Subject: Agenda items for BOCC Sept. 9, 2013

At the August 21 meeting of the TDC the following items were approved. The Council would like them added to the agenda.

The request from Bob Cole for \$105,000 for bleachers and corrals panels for the Agriplex (covered arena) was approved.

Approved the renaming of the Navarre Beach Park to the Navarre Beach Marine Park

Approved asking the BOCC to consider increasing the bed tax to 5 cents using the additional cent as a dedicated source of revenue for beach restoration. I believe this would require a majority plus one vote of the BOCC.

--
Kate Wilkes
Executive Director
Santa Rosa County Tourist Development
8543 Navarre Parkway
Navarre, FL 32566
850-939-8666
kwilkes27@gmail.com
www.floridabeachstorivers.com

Please note: Due to Florida's very broad public records file, most written communication to or from County Employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication may be subject to public records disclosure.

Hunter Walker

From: Laurie Gallup <laurie@navarrelistings.com>
Sent: Thursday, September 05, 2013 1:26 PM
To: Hunter Walker
Subject: Request to Add Agenda Item

Hi Hunter,

Would you add the Navarre Beach Coalition's request to change the name of the Navarre Beach Park to "Navarre Beach Marine Park" to next week's Board of County Commissioners agenda?

We have the endorsement of the following organizations for the name change:

SRC Tourist Development Council
Navarre Beach Area Chamber of Commerce
Navarre Beach Marine Science Station
Navarre Beach Marine Sanctuary
Navarre Beach Turtle Conservation Center
Navarre Beach Leaseholders
Navarre Beach Beautification Committee
Northwest Florida Marine EDGE

Thank you,

Laurie Gallup
Navarre Properties
8577 Gulf Blvd OFC
Navarre Beach FL 32566
850-936-1312
www.navarrelistings.com

Hunter Walker

From: Angie Jones
Sent: Wednesday, August 28, 2013 2:48 PM
To: Hunter Walker
Cc: 'Kate Wilkes'
Subject: RE: Agenda items for BOCC Sept. 9, 2013

The additional penny would fall under Section 125.0104(3)(n), and the Board (by majority plus one) could implement it:

- *To promote and advertise tourism;
- *By finding the beach renourishment is an activity, service, venue or event, having as its main purpose the attraction of tourists;
- *Such purpose being evidenced by promotion of the activity, service, venue or event to tourists.

Angie Jones
Santa Rosa County Attorney
6495 Caroline Street, Suite C
Milton, Florida 32570
(850) 983-1857

From: Hunter Walker
Sent: Wednesday, August 28, 2013 11:48 AM
To: Angie Jones
Subject: FW: Agenda items for BOCC Sept. 9, 2013

From: Kate Wilkes [<mailto:kwilkes27@gmail.com>]
Sent: Wednesday, August 28, 2013 11:39 AM
To: Hunter Walker
Subject: Agenda items for BOCC Sept. 9, 2013

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--
Kate Wilkes
Executive Director
Santa Rosa County Tourist Development

Hunter Walker

From: eraworks@aol.com
Sent: Wednesday, August 28, 2013 2:29 PM
To: Board of County Commissioners; Hunter Walker
Subject: Breast Cancer Awareness

Dear Commissioners:

I have been asked by two women of Navarre that are both battling breast cancer currently to see if they could get on the agenda for Sept 9, 2013 to speak to you about the possibility of decorating the park in Navarre all Pink for the month of October. This is breast cancer awareness month. We have agreed to do our snoball business in pink for the month to honor all the women in Santa Rosa that have been touched by this disease.

Can you possibly give them a few minutes of your time on September 9, 2013?

Warmest regards,
Joyce Cox
Sent from my HTC on the Now Network from Sprint!



August 21, 2013

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

Dear Hunter:

Previously we requested and received approval for the 2013 Christmas in the Park activities to take place in Navarre Park Saturday, December 7, 2013.

The Navarre Chamber would like to request authorization to have the Navarre Christmas Parade Saturday, December 7, 2013. The route would begin at the Navarre Library and proceed down Presidio to its conclusion behind Centennial Bank on Luneta St. We have arranged with the library to use their parking lot for the staging area. The parade will begin at 2:30pm and the route is approximately 1 mile long. We will work with the SRSO to ensure we employ adequate off duty officers to assist as needed.

Additionally, the Chamber Foundation requests authorization to hold its annual Jingle Bell 5K that morning beginning at 8AM. It will begin and end at the Holley Navarre Fire District Station 45. Agian, the Foundation will work with the SRSO to employ off duty officers to assist as needed.

Should you have any questions, please call me at 939-3267.

Sincerely,


 Kelley Fuller
 President/CEO



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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

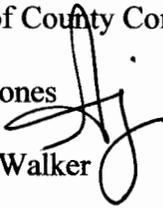


JIM WILLIAMSON, District 1
ROBERT A. "BOB" COLE, District 2
W. D. "DON" SALTER, District 3
JIM MELVIN, District 4
R. LANE LYNCHARD, District 5

HUNTER WALKER, County Administrator
ANGELA J. JONES, County Attorney
JOEL D. HANIFORD, OMB Director

MEMORANDUM

To: Board of County Commissioners

From: Angie Jones 

CC: Hunter Walker

Date: September 5, 2013

Re: Santa Rosa Medical Center Proposed Lease Amendment and IGT

For the past two years, the County has worked with Santa Rosa Medical Center to establish a Medicaid Intergovernmental Transfer (IGT) so that the hospital may maximize Medicaid matching funds. SRMC has requested a renewal of the existing IGT at the rate of \$1,331,057 (down from \$1,462,139). This payment is made by the County to the Agency for Healthcare Administration on behalf of the hospital.

It is also time to re-establish the hospital's lease rate. SRMC proposes a two-year renewal for \$1,550,000 annually (no change from the preceding two years).

As before, the rental payments are greater than the county's IGT, resulting in increased revenue to the county.

Santa Rosa County Proposal

Background

- Florida Medicaid implemented a reimbursement methodology in the early 1990's to establish a base year and then allow the per diems to grow by Inflation only, even if costs exceeded that.
- The result was that targets and ceilings were established by hospital and that limited the per diems to below cost.
- In the early 2000's the concept of "exempt" hospitals was developed and certain hospitals became exempt from those targets and ceilings.
- The state match for this has always been funded by intergovernmental transfers (IGT's) from local government jurisdictions and/or local government providers.
- To be an exempt hospital criteria have been established such as teaching, children's hospital, and Medicaid and low income utilization greater than 11%.
- In recent years the Legislature implemented rate reductions for hospitals each year to balance the budget; however, the legislature allowed for certain hospitals (teaching, certain public) to "buy-back" those rate reductions, again by using IGT's as the state match.
- For the first time, in SFY 10-11, the Legislature allowed for any hospital (not just those that fit certain categories) to buy-back their rate reductions, and pay for exemptions if IGT's were provided for them by a local government entity.
- In SFY 11-12 a portion of the exemptions and almost all of the buy-backs are part of the overall Low Income Pool (LIP) process, and a portion will be outside of LIP.
- The portion outside of LIP is referred to as "self-funded" and allows any hospital to buy-back all of the previous year's rate reductions and exemptions not funded through the LIP process
- For HMA hospitals the possibility of buying back their rate reductions depends on a local government entity providing IGT's for them. That is the goal of this exercise to see if that can be accomplished.

Discussion

- Presently Santa Rosa County has a lease agreement with HMA Santa Rosa Medical Center, Inc. governing the Santa Rosa Hospital.
- The basic rental value under the lease agreement is subject to adjustment based on an assessment of the fair market value of such rental services.
- To the extent Santa Rosa County increases the annual amount of basic rent under the lease agreement consistent through an assessment of the fair market value, the additional revenues

available to the County could be utilized, at the County's discretion, to assist in funding buy-backs and exemptions for the Santa Rosa Hospital.

- The necessary adjustment to the lease agreement would be exclusive to an increase to the existing annual basic rental value based on the assessment of the fair market rental value. All other terms of the existing lease agreement would remain unchanged.
- Santa Rosa County would also enter into an IGT Agreement with the Florida Medicaid agency to identify the amount of funding necessary as the state match for buy-backs and exemptions for the Santa Rosa Hospital.
- The value of the increase to the basic rent and the amount of IGT funding necessary as the state match for the buy backs and exemptions are calculated independently and would not be equivalent.
- Additional revenues from the increase to the basic rent would necessarily be available to Santa Rosa County.

FIFTH AMENDMENT TO HOSPITAL LEASE AGREEMENT

THIS FIFTH AMENDMENT to the existing Hospital Lease Agreement dated September 30, 1985, ("LEASE"), is hereby made and entered into on this _____ day of _____, 2013, by and between Santa Rosa County, Florida ("LESSEE"), a political subdivision of the State of Florida, acting through its Board of County Commissioners, and HMA Santa Rosa Medical Center, LLC ("LESSOR"), as successor in interest to Medical Center of Santa Rosa, Inc.

RECITALS

WHEREAS, the parties entered into to the Lease on September 30, 1985; and

WHEREAS, the Lease has been previously amended on August 31, 1994, May 15, 1996, August 25, 2005, and September 8, 2011, and

WHEREAS, the parties now desire to amend the Lease as follows:

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree that effective as of the 1st day of July, 2013, the Lease is hereby further amended in the following particulars:

(1) Paragraph 2.02 Settlement in Lieu of Taxes is hereby deleted and replaced with the following:

"2.02 Lease Payments: In the event that it is determined that local property taxes legally may not be assessed against the Lessee's leasehold interest, Lessee agrees to pay to the Lessor as additional rent hereunder an amount equal to the property tax which Lessee would have owed if its leasehold interest had been taxable.

Additionally, Lessee shall pay to Lessor rent in the amount of \$387,500.00, per quarter. Such payments have been made for the periods from July 1, 2011 through June 30, 2013. For the period from July 1, 2013 through June 30, 2014, the first such payment will be due on or before September 15, 2013, (for the quarter July, August, and September, 2013). The following payments will be due on or before November 15, 2013, March 15, 2014, and June 1, 2014. Such payments shall be discontinued after payment of the June 1, 2014, payment, unless renegotiated by the parties. After which time, the quarterly sum described in this paragraph only (and no other amount outlined within this lease) shall no longer be payable. Lessee shall also pay all sales tax due on payments made pursuant to this lease."

(2) All other terms and provision of the Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Santa Rosa County has caused this lease amendment to be executed by the Chairman of the Board of County Commissioners and its official seal to be affixed, attested by its Clerk, pursuant to proper legal authority of the Board of County Commissioners; and HMA Santa Rosa Medical Center, LLC, has caused this Fifth Lease Amendment to be executed by its President, pursuant to proper authorization of its Board of Directors, all as of the day and year first above written.

WITNESSED:

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY

By: _____

ATTEST:

Clerk

WITNESSED:

HMA SANTA ROSA MEDICAL CENTER,
LLC

By: _____

INTERLOCAL AGREEMENT RELATING TO THE
 SOLID WASTE PROGRAM
 FINANCIAL ASSURANCE MECHANISMS
 Between the
 STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 and
 SANTA ROSA COUNTY, FLORIDA

1. **Objective.** The objection of this Interlocal Agreement between the Florida Department of Environmental Protection (“FDEP”) and Santa Rosa County, Florida (“County”) is to formally establish the basis upon which the FDEP and the County will work cooperatively to assure that adequate resources are available to properly close said waste management facilities without imposing undue financial burdens upon permittees. Currently, FDEP and the County require separate, and sometimes duplicative, financial assurance mechanisms for the closure of solid waste management facilities. Pursuant to section 403.707(10), Florida Statutes (“F.S.”), FDEP and the County enter into this Interlocal Agreement that will allow the owner or operator to provide a single financial mechanism to cover the cost of closure. This Agreement does not create a local pollution control program under Section 403.182, F.S:

2. **Definitions.** For purposes of this Agreement:

a. “Closure” means the cessation of operation of a solid waste management facility and the act of securing such a facility so that it will pose no significant threat to human health or the environment. The term includes both closing and, when required by FDEP rule and/or County ordinance, also includes long-term care.

b. “District” means FDEP’s Northwest District office located in Pensacola, Florida.

c. “Facility” means a solid waste management facility located within

unincorporated Santa Rosa County which is not owned or operated by Santa Rosa County, for which both FDEP and Santa Rosa County require solid waste management permits and financial assurance for closure.

d. “Financial assurance” means the establishment and maintenance of a financial mechanism to ensure the availability of financial resources for the proper closure of a solid waste management facility.

e. “Solid Waste Financial Coordinator” means FDEP’s Compliance Assistance Section Administrator.

3. ***Administration of this Agreement.***

a. *Commencement.* This Agreement shall become effective on the date this document is signed by both FDEP and the County.

b. *Expiration.* This Agreement shall be valid for one year but shall be automatically renewed annually unless terminated as provided below.

c. *Modification.* This Agreement may be modified in writing at any time by mutual consent of FDEP and the County.

d. *Severability.* If any part of this Agreement is found invalid or unenforceable by any Court, the remaining parts of this Agreement will not be affected if FDEP and the County, in writing, agree that the rights and duties of both parties contained in this Agreement are not materially prejudiced, and that the intentions of the parties can continue to be effective.

e. *County Regulations.* FDEP and the County agree that the County’s existing ordinances pertaining to its solid waste financial assurance program, found in Santa Rosa County Ordinance 2013-07, are compatible with and may be stricter or more extensive

than, but not in conflict with those imposed by Chapter 403, F.S., and Florida Administrative Code (“FAC”) rules promulgated thereunder. Such County ordinances are attached as Attachment 1.

f. *Termination.* The County or FDEP may terminate this Agreement without cause by providing written notice to the other party at least ninety (90) days prior to the effective date of such termination. Termination of this Agreement by either party shall not affect the validity or enforceability of any actions taken by the County and/or FDEP under this Agreement.

4. *Agreement.* The local government will advise the applicant at the time of application submittal that an agreement exists with FDEP that would allow the applicant (permittee) to provide one financial assurance instrument to satisfy the financial assurance requirements of local government and FDEP. The local government will provide to the applicant a notification/agreement form to be included in the permit application package. This form will be created and approved by both parties within thirty (30) days of execution of this Agreement. If the applicant elects to participate in this joint financial assurance program, the County will send a copy of the executed form to the FDEP Solid Waste Financial Coordinator, along with a copy of the permit application and copies of any closure cost estimates (including any updates and modifications) which are approved by the County. For an existing facility, permitted by both parties, a notification/agreement form can be executed with the local government at any time during the facility life. Once received by the FDEP Solid Waste Financial Coordinator, the facility will be eligible to provide replacement financial assurance under the terms of this agreement. Unless an executed notification/agreement form is received from the local government, separate financial assurance mechanisms will continue to be required as set forth in the ordinances and rules developed by Santa Rosa County and FDEP, respectively.

5. *Financial Assurance Mechanisms.*

a. *Generally.* An applicant for a solid waste permit from FDEP is allowed to use any of the financial assurance mechanisms identified in Rule 63-701.900(5), FAC.

However, an applicant electing to participate in this joint financial assurance program may use only one of the following forms, in addition to the Standby Trust Fund Agreement (Form 62-701.900(5)(h)), as may be modified as provided in the notification/agreement form:

- i. Trust Fund – Form 62-701.900(5)(g)
- ii. Performance Bond – Form 62-701.900(5)(c)

b. *Financial Obligation.* The closure plans and closure cost estimates for facilities shall be calculated and approved independently in accordance with each party's respective rules, ordinances and regulations. If an applicant elects to participate in this joint financial assurance program, it may provide a single financial mechanism to FDEP which is adequate to cover the larger of the closure cost estimates approved by the FDEP or the County. The permittee must submit financial assurance mechanisms acceptable under this Agreement within the time guidelines of 40 CFR Part 264, Subpart H, as adopted by reference in Rule 62-701.630, F.A.C.

c. *Financial Assurance Administration.* The Solid Waste Financial Coordinator shall address all financial assurance issues including but not limited to: validating financial assurance mechanisms, monitoring on-going status of financial documents and responding to cancellation notices and replacement mechanisms, archiving and protecting originally signed documents, maintaining files and database management of financial assurance mechanisms, responding to both agencies' needs and questions concerning financial assurance, and providing inservice as needed for financial matters. A copy of all FDEP-approved financial

documents for facilities governed under this Agreement shall be provided to the County at the address noted in paragraph 7.h. below.

6. ***Closing and Long-term Care Procedures.***

a. *Termination of Financial Assurance.* The Solid Waste Financial Coordinator and the County shall act jointly to authorize the termination of financial assurance mechanisms. Termination shall not occur without the authorization of both the Solid Waste Financial Coordinator and the County.

b. *Closing of the Facility.* If a facility has not closed in accordance with the requirements of FDEP and/or the County, but instead has been improperly closed, abandoned, or fails to close by a date certain when directed by either the FDEP or the County, FDEP and the County may jointly or separately initiate an enforcement action or actions for the proper closure of the facility. The party first initiating the enforcement action shall provide required documentation to the Solid Waste Financial Coordinator who will move to secure the funds covered by the financial assurance mechanisms making them available for property closure of the facility. Unless agreed otherwise, the lead agency to effect facility closing will be the party who first takes final agency action. The lead agency agrees to effectuate a proper closing of the facility under the closure plan included in its permits. When the lead agency certifies the facility closed and if excess funds remain, then the other party hereto shall have the authority to utilize remaining closing funds to effectuate proper closing under the closure plan included in its permit. Upon certification of closure by both agencies, the Solid Waste Financial Coordinator will process the release of residual closing funds.

c. *Long-term Care of the Facility.* If a facility has not performed long-term care in accordance with the requirements of FDEP and/or the County, or has been closed by

either FDEP or the County, the lead agency will direct the long-term care of the facility, unless agreed otherwise. The lead agency agrees to effectuate proper long-term care of the facility under the closure plan included in its permit. When the lead agency determines long-term care is complete, then the other party hereto shall have the authority to utilize remaining long-term care funds to effectuate proper long-term care under the closure plan included in its permit. Upon the determination by both agencies that long-term care is complete, the Solid Waste Financial Coordinator will process the release of residual funds.

7. ***Miscellaneous Provisions.***

a. *Effective Date and Modification Dates.* Subsequent approvals of modifications to this Agreement shall not change the effective date.

b. *Existing Facilities.* Owners and operators of existing, permitted facilities who have provided separate financial assurance instruments to FDEP and the County will be allowed to submit a new instrument to the Solid Waste Financial Coordinator in accordance with this Agreement. This new financial instrument must be consistent with the terms and provisions of this Agreement. Existing instruments shall remain in place until final approval of any replacement mechanisms by the Solid Waste Financial Coordinator. Replaced financial assurance shall be returned.

c. *Legal Challenge.* The actions taken by the County under this Agreement are in accordance with its powers and duties as provided in Chapter 125, Florida Statutes. The action of the County under this Agreement are not subject to the provisions of the Florida Administrative Procedure Act, Chapter 120, F.S. No action taken by the County shall be construed as a final agency action of FDEP. No action taken by FDEP shall be construed as a final action of the County.

d. *Interpretation of Rules Regarding Financial Assurance.* Legal interpretation of FDEP rules shall be made by FDEP. Legal interpretation of County ordinances and rules shall be made by the County. In the event that there is litigation concerning the interpretation of FDEP's rules, then FDEP shall provide testimony concerning the interpretation of those rules. To the extent that litigation involves interpretation of County ordinances and/or rules, the County shall provide testimony concerning the interpretation of those rules.

e. *Authority.* Nothing herein is intended to limit FDEP's or the County's independent authority established by law.

f. *Renumbering.* Citations of specific provisions of statutes and rules mentioned in this Agreement shall survive renumbering.

g. *Compensation.* FDEP and Santa Rosa County agree that the Solid Waste Financial Coordinator should not receive specific financial compensation from Santa Rosa County to cover the cost of implementing this Agreement. The County may maintain its own permit application fee schedule pursuant to its own ordinances and regulations and enabling legislation to the extent allowed by law.

h. *Points of Contact.* Generally, review of financial assurance mechanisms is done by the DEP Solid Waste Financial Coordinator, Compliance Assistance Section, 2600 Blairstone Road, MS 4565, Tallahassee, Florida 32399-2400. Review of state closure cost estimates is done at the FDEP Northwest District Office, Solid Waste Section, 160 West Government Street, Suite 308, Pensacola, Florida 32502-5794. Review of county closure cost estimates is done at the Santa Rosa County Environmental Department, 6051 Old Bagdad Highway, Suite 300, Milton, Florida 32570.

i. *Coordination.* Santa Rosa County and the FDEP District shall endeavor to coordinate permitting timeframes and deadlines so that permittees are not required to submit multiple cost estimates and updates thereto at different times of the year.

SANTA ROSA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Robert A. "Bob" Cole, Chairman
6495 Caroline Street, Suite M
Milton, Florida 32570

Date: _____

Jorge Caspary, P.G., Director
Division of Waste Management
Department of Environmental Protection
2500 Blairstone Road, MS 4565
Tallahassee, Florida 32399-2400

Date: _____

ATTEST: _____
CLERK OF COURT
SANTA ROSA COUNTY
FLORIDA

LIST OF ATTACHMENTS

Attachment 1: in Santa Rosa County Ordinance 2013-07



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



11

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

HUNTER WALKER, County Administrator
ANGELA J. JONES, County Attorney
JAYNE N. BELL, OMB Director

M E M O R A N D U M

TO: Board of Commissioners
FROM: *HW* Hunter Walker, County Administrator
DATE: September 4, 2013
SUBJECT: Judicial Facility Sites

Since the most recent Board meeting where the Board designated target area for possible sites for a judicial facility, I have been contacted by owners or representatives of owners of four (4) potential sites within the area as follows:

- Coldwell Banker Realty/Charter Bank - 20 acre site on US90 just west of Craig Street. This was formerly the Town Center site marketed by Brooks Realty.
- Donald and Jerry Long - 18 acre site formerly owned by Mitchell Brothers fronting Avalon Blvd with access to Mulat Road.
- Richardson Real Estate - 11.66 acre parcel on Dogwood Blvd. just north of Gulf Power building.
- Gail Thames/Millard Adams combined acreage on US90 just west of Town Center site above.

This matter will be placed on agenda for September 9, 2013 Committee-of-the-Whole meeting.



SANTA ROSA COUNTY

DEPARTMENT OF HUMAN RESOURCES
AND RISK MANAGEMENT

6495 CAROLINE STREET • SUITE 1
MILTON, FLORIDA 32570-4592
(850) 983-1863
FAX (850) 983-1868

DEVANN COOK
DIRECTOR

MEMORANDUM

TO: Hunter Walker
FROM: DeVann Cook *DeVann*
SUBJECT: Walgreens' Agreement
DATE: August 26, 2013

Walgreens pharmacy has agreed to provide flu vaccination clinics for Santa Rosa County employees at several locations during the 2013-2014 flu season. There is no cost to the County or our employees that participate in our health insurance program.

I have attached a copy of the agreement requested by Walgreens. I recommend approval of this agreement.

We would like to begin the clinics on September 10th. I request the Board's final approval at the September 9, 2013 meeting.

DC/lh

Attachments

cc: A. Jones
C. Williams



COMMUNITY OFF-SITE CLINIC AGREEMENT

This **COMMUNITY OFF-SITE CLINIC AGREEMENT** (“**Agreement**”) by and between the party indicated below (“**Client**”), and Walgreen Co., on behalf of itself and all of its subsidiaries and affiliates (“**Walgreens**”) is made and entered into on the date last electronically signed by an authorized representative of both the Client and Walgreens (the “**Effective Date**”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Walgreens, by their electronic signatures below, hereby agree that (i) Walgreens will provide dispensing and administering of a certain vaccine or vaccines, as listed below (“**Vaccine(s)**”) to participants (“**Participants**”) at mutually agreed upon dates and times at the Client’s facility(ies) listed below (“**Covered Vaccine Services**”); and (ii) it will comply with the terms and conditions of this Agreement, as shown on the following page.

Client Facility Location(s)*:

Street Address

CLINIC LOCATION A

Local Contact Name	Local Contact Phone	Local Contact Email		
Cindy Williams	850-983-1889	cindyw@santarosa.fl.gov		
Address1	Address2	City	State	Zip
County Auditorium	4530 Spikes Way	Milton	FL	32583
Clinic Date	Start Time	End Time	Est. Shots:	
09/10/2013	6:30am	9:00am	50	

CLINIC LOCATION B

Local Contact Name	Local Contact Phone	Local Contact Email		
Cindy Williams	850-983-1889	cindyw@santarosa.fl.gov		
Address1	Address2	City	State	Zip
County Administrative Offices	6495 Caroline St, BOCC Meeting Room	Milton	FL	32570
Clinic Date	Start Time	End Time	Est. Shots:	
09/10/2013	10:00am	12:00pm	40	

CLINIC LOCATION C

Local Contact Name	Local Contact Phone	Local Contact Email		
--------------------	---------------------	---------------------	--	--

Cindy Williams	850-983-1889	cindyw@santarosa.fl.gov		
Address1	Address2	City	State	Zip
South End Service Center	5841 Gulf Breeze Pkwy	Gulf Breeze	FL	32561
Clinic Date	Start Time	End Time	Est. Shots:	
09/11/2013	9:00am	11:00am	40	

CLINIC LOCATION D

Local Contact Name	Local Contact Phone	Local Contact Email		
Cindy Williams	850-983-1889	cindyw@santarosa.fl.gov		
Address1	Address2	City	State	Zip
Navarre Library	8484 James M. Harvell Rd	Navarre	FL	32566
Clinic Date	Start Time	End Time	Est. Shots:	
09/13/2013	10:30am	12:00pm	30	

IN WITNESS WHEREOF, Client and Walgreens have electronically executed this Agreement, as of the Effective Date.

CLIENT: _____
NAME: _____
TITLE: _____
DATE: _____
Send Legal Notices To Client At:
Attention to: _____
Address1: _____
Address2: _____
City: _____
State: -- Select --
Zip Code: _____

WALGREEN CO.
NAME: Kim Nguyen
TITLE: Pharmacy Manager
DATE: 08/27/2013
DISTRICT NUMBER: 214
Send Legal Notices To Walgreens At:
RCS Implementation
200 Wilmot Rd
MS2189
Deerfield, IL 60015
Attn: Health Law - Divisional Vice President
cc: RCS.Implement@walgreens.com

<u>Immunization</u>	<u>Price*</u>
Flu – Standard/PF (No shot min – Bill Insurance)	
Pneumococcal (Pneumovax)	
Shingles (Zostavax)	

PAYMENT TYPE: Submit Claims to Pharmacy Insurance

*Price includes vaccine and administration.

**The influenza price is based on following minimum number to be invoiced. The price will remain even if the number of immunizations exceeds the minimum.

WALGREENS COMMUNITY OFF-SITE CLINIC AGREEMENT TERMS AND CONDITIONS

I. Walgreens' Responsibilities

Covered Vaccine Services. Subject to the limitations or restrictions imposed by federal and state contracts, laws, and regulations, and the availability of the appropriate Vaccine, Walgreens will provide the Covered Vaccine Services to Participants. With respect to such Covered Vaccine Services, the parties will comply with the procedures set forth herein.

Provision of Health Care Professionals. Walgreens will provide Client with the appropriate number of qualified health care professionals and technicians to provide Covered Vaccine Services.

Professional Judgment. Walgreens may withhold Covered Vaccine Services to a Participant for good cause, including but not necessarily limited to, the Participant's failure to pay for Covered Vaccine Services rendered; requests by Participant for services inconsistent with the legal and regulatory requirements; or where, in the professional judgment of the health care professional, the services should not be rendered.

II. Client's Responsibilities

V. Insurance

Insurance. Each party will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, Commercial General Liability Insurance and Professional Liability Insurance and such other insurance as may be necessary to insure each respective party, its employees, and agents against any claim or claims for damages arising out of or in connection with its duties and obligations under this Agreement. If Client requires Walgreens to name Client as Additional Insured under its Commercial General Liability policy, such Client will automatically be named as per the terms of Walgreens' insurance policy. Evidence of such insurance can be obtained by downloading the Walgreens Memorandum of Liability Insurance and Memorandum of Professional Liability Insurance and other relevant information regarding Walgreens' insurance program at www.walgreens.com/Insurance.

VI. General Terms

Confidentiality of PHI. Both parties warrant that they will maintain and protect the confidentiality of all individually identifiable health information specifically relating to

Coordination. Client will provide Participants with notice of the time and location in which Covered Vaccine Services will be provided and provide a private, clean room location, tables and chairs for Walgreens' personnel and Participants. If applicable, Client will provide Participants with Walgreens-approved vouchers, which Participants may redeem at a participating Walgreens store location.

Access. Client hereby grants to Walgreens, and to no other person or entity, access to its designated room or areas for the provision of Covered Vaccine Services for the time and date (s) mutually agreed upon by the parties, in accordance with the provisions of this Agreement.

Payment. For the performance of Covered Vaccine Services, at the time of service, either Client or Participant shall compensate Walgreens at the lesser of the prices stated herein or the Usual and Customary Charge for the Vaccine at the time of administration. Payments made by Client are due within thirty (30) days from receipt of the monthly invoice. As used in this Agreement, "Usual and Customary Charge" shall refer to the amount charged to a cash customer by the administering pharmacy, exclusive of sales tax or other amounts claimed. However, if the Covered Vaccine Services for a Participant are covered under a third-party insurance contracted with Walgreens or a government funded program (e.g., Medicare), Walgreens will submit the claim to the third-party insurance or the government program for payment and any copayment, coinsurance, deductible owed by the Participant will be billed at a later date.

Participants ("Protected Health Information" or "PHI") in accordance with the Health Insurance Portability and Accountability Act of 1996 and all applicable federal and state laws and regulations. However, nothing herein will limit either party's use of any aggregated Participant information that does not contain PHI. This section will survive the termination of this Agreement.

Advertising. Neither party may advertise or use any trademarks, service marks, or symbols of the other party without first receiving the written consent of the party owning the mark and/or symbol with the following exceptions: Client may use the name and the addresses of Walgreens' locations in materials to inform Participants and the general public that Walgreens provides Covered Vaccine Services. Any other reference to Walgreens in any Client materials must be pre-approved, in writing, by Walgreens.

Force Majeure. The performance by either party hereunder will be excused to the extent of circumstances beyond such party's reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of facilities, fire, acts of terrorism, acts of God, etc. In such event, the parties will use their best efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the party's failure to perform.

Compliance. The parties will comply with all applicable laws, rules, and regulations for each jurisdiction in which Covered Services are provided under this Agreement. Each party will

III. Term and Termination

Term and Termination This Agreement will commence as of the Effective Date and will continue for one year. Either party may terminate this Agreement upon prior written notice to the other party.

Effect of Termination Termination will have no effect upon the rights or obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.

IV. Indemnification

Indemnification To the extent permitted by law, each party will indemnify, defend, and hold harmless the other party, including its employees and agents, from and against any and all claims or liabilities arising from the negligence or wrongful act of the indemnifying party, its employees, or agents in carrying out its duties and obligations under the terms of this Agreement. This section will survive the termination of this Agreement.

cooperate with reasonable requests by the other party for information that is needed for its compliance with applicable laws, rules, and/or regulations.

Notices All notices provided for herein must be in writing sent by U.S. certified mail, return receipt requested, postage prepaid, or by overnight delivery service providing proof of receipt to the address set forth following the signature blocks. Notices will be deemed delivered upon receipt or upon refusal to accept delivery.

Entire Agreement This Agreement, which includes any and all attachments, exhibits, riders, and other documents referenced herein, constitutes the entire and full agreement between the parties hereto and supersedes any previous contract and no changes, amendments, or alterations will be effective unless reduced to a writing signed by a representative of each party. Any prior agreements, documents, understandings, or representations relating to the subject matter of this Agreement not expressly set forth herein or referred to or incorporated herein by reference are of no force or effect.

©2012 Walgreens Co. All rights reserved.

SANTA ROSA COUNTY

DEPARTMENT OF HUMAN RESOURCES
AND RISK MANAGEMENT

6495 CAROLINE STREET • SUITE 1
MILTON, FLORIDA 32570-4592
(850) 983-1863
FAX (850) 983-1868

DEVANN COOK
DIRECTOR

MEMORANDUM

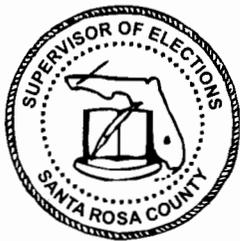
TO: Hunter Walker
FROM: DeVann Cook *DeVann*
SUBJECT: Claim Settlement
DATE: August 27, 2013

Santa Rosa County was involved in an auto accident on December 28, 2011. Mediation was held on August 20, 2013. Pending Board approval, we reached a tentative settlement for \$125,000.00.

I request Board approval of this settlement.

DC/lh

cc: A. Jones



Supervisor of Elections Santa Rosa County

Tappie A. Villane
Supervisor of Elections

6495 Caroline Street
Suite F
Milton, Florida 32570

MEMO

To: Bob Cole, Chairman of the Santa Rosa County Commission
From: Tappie A. Villane, Supervisor of Elections *J. Villane*
Date: August 23, 2013
Re: Disposal/Buy back of iVotronics

I have attached the agreement with Election Systems and Software (our vendor for Election Equipment) which states that they will buy back the existing iVotronics. As you are aware we are required by Florida Statute 101.56042 to provide voting equipment for people with disabilities. The iVotronics were purchased in 2005 and used through 2013. It has now come time for an equipment upgrade. The current vendor, Elections System and Software will buy back the iVotronics we currently have and we will transition to the Automarks through a lease option beginning October 2013. I am asking for approval through the Board of County Commissioners that the iVotronics be removed from the current inventory. If you have any questions, please do not hesitate to let me know.

Thanks for your help!

C: Wanda Harris



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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

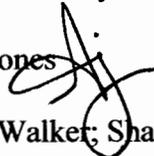


15

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

HUNTER WALKER, County Administrator
ANGELA J. JONES, County Attorney
JAYNE BELL, OMB Director

MEMORANDUM

TO: Board of County Commissioners
FROM: Angie Jones 
CC: Hunter Walker; Shannon Ogletree
DATE: September 3, 2013
RE: Goldring Distributing

At your meeting April 25, 2013, you agreed to sell 35 acres in the Industrial Park to Maisel Family Properties, LLC (Goldring Distributing). During the title search, it was revealed that several parties, including the County, may have easement rights over the property. I am working with the buyer to clear these title conditions. Therefore, I would ask you to consider the attached covenant to limit easement rights by which the County would agree not to construct roadways over the property, outside of the current right of way for East Milton Road.

This document prepared by:
Angela J. Jones
County Attorney
Santa Rosa County, Florida
6495 Caroline Street, Suite C
Pensacola, Florida 32570

STATE OF FLORIDA
COUNTY OF SANTA ROSA

COVENANT TO LIMIT RESERVATION OF EASEMENT

This Covenant to Limit Reservation of Easement is made and entered into as of this ____ day of _____, 2013, by Santa Rosa County, a political subdivision of the State of Florida, (“County”).

RECITALS

WHEREAS, County is the owner of a certain parcel of real property located in Santa Rosa County, Florida and being more particularly described in Exhibit “A,” attached hereto and hereinafter called “the property;” and

WHEREAS, the property is burdened by a reservation of easement for ingress and egress contained in that certain document recorded in Official Record Book 1415 at Page 658; and

WHEREAS, the aforesaid reservation is for the purpose of the Grantors to have an easement in favor of the Grantors to that certain deed recorded in described in Official Record Book 1415 at Page 658 over and across the lands described in the same instrument, of which the property is a small part, to benefit adjacent lands owned by the said Grantors, their family or their successors in title; and

WHEREAS, the aforesaid reservation allows County to relocate the easement, from time to time, as long as the rights of access are not blocked.

WHEREAS, the property is accessed by a county-maintained roadway commonly known as East Milton Road (100-foot right-of-way).

WITNESSETH

NOW THEREFORE, County hereby covenants that East Milton Road is sufficient access for the property and that it shall not relocate or expand East Milton Road beyond its right-of-way width of one hundred (100) feet. Nothing herein shall prevent County from providing repair and maintenance to the roadway or to any portion of the right-of-way, nor from expanding or relocating the pavement within the right-of-way. County avers that the access, as reserved in Official Record Book 1415 at Page 658, does not cross or traverse the property beyond the existing right-of-way. County further agrees it will not relocate the access to any other location within the property.

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 September, 2013.

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

By: _____
Robert A. "Bob" Cole, Chairman

ATTEST:

Clerk of Court

DRAFT AIA Document G701™ - 2001

Change Order

PROJECT (Name and address): Santa Rosa County Agriplex Center
8604 Bobby Brown Road
Milton, FL 32583

CHANGE ORDER NUMBER: 001
DATE: 08/02/2013

TO CONTRACTOR (Name and address): A. E. New, Jr., Inc.
460 Van Pelt Lane
Pensacola, FL 32505

ARCHITECT'S PROJECT NUMBER:
CONTRACT DATE:
CONTRACT FOR: General Construction

OWNER:

ARCHITECT:

CONTRACTOR:

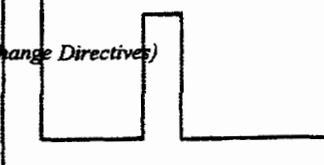
FIELD:

OTHER:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Deduct for owner direct purchases / sales tax savings:	(\$348,266.80)
Add for revisions to the Janitor's Closet	1,797.00
Add to paint exposed structure	17,498.00
Change primer on the metal building	3,627.00



The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be decreased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

The Contract Time will be increased by Twenty-Eight (28) days.
The date of Substantial Completion as of the date of this Change Order therefore is 10/10/13

\$	1,230,000.00
\$	0.00
\$	1,230,000.00
\$	325,344.80
\$	904,655.20

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Bay Design Associates Architects
ARCHITECT (Firm name)

720 Bayfront Parkway, Suite 200
Pensacola, FL 32502
ADDRESS

A. E. New, Jr., Inc.
CONTRACTOR (Firm name)

460 Van Pelt Lane
Pensacola, FL 32505
ADDRESS

Santa Rosa County
OWNER (Firm name)

6495 Caroline Street, Suite M
Milton, FL 32570
ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

(Typed name)

(Typed name)

(Typed name)

DATE

DATE

DATE



Santa Rosa County Board of County Commissioners

Sheila Harris, Special Projects/Grants Coordinator

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

MEMORANDUM

TO: Hunter Walker
DATE: September 3, 2013
FROM: Sheila Harris
RE: 2013 Annual Update – Local Mitigation Strategy and Flood Mitigation Plans

At the Thursday, September 12 BOCC meeting, I would like to make a brief presentation on the progress of the Local Mitigation Strategy efforts over the last year to include an evaluation report of the Flood Mitigation Plan. This Annual update is required as part of the Community Rating System (CRS) recertification process and also meets the requirements of the LMS annual update and Flood Mitigation Plan Maintenance.

All relevant documents including copies of both the LMS and Flood Mitigation Plans, a copy of the presentation and a copy of the annual Flood Mitigation Plan Evaluation Report are available on the county's LMS page (www.santarosa.fl.gov/lms) and the public was notified of the annual update through a press release on September 5, 2013.

Please let me know if you have any questions.



SANTA ROSA COUNTY BOARD OF COMMISSIONERS



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

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

Hunter Walker, County Administrator
Angela J. Jones, County Attorney
Jayne Bell, OMB Director

MEMORANDUM

TO: EMILY SPENCER

FROM: ANGELA J. JONES

DATE: AUGUST 22, 2013

SUBJECT: ADVERTISING ORDINANCE FOR PUBLIC HEARING

The following is the heading for the advertisement of the ordinance amending the Rezoning Ordinance 2007-38 which is to be heard at the public hearing beginning at 9:30 a.m., September 12, 2013 at the Regular Meeting of the Board of County Commissioners.

**AN ORDINANCE RELATING TO SANTA ROSA COUNTY, FLORIDA;
AMENDING ORDINANCE 91-24 AS AMENDED; AMENDING ORDINANCE
2007-38; ADDING A CONDITION OF INGRESS AND EGRESS; PROVIDING
FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**



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

Preliminary
Engineers Report
September 9, 2013

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 September 12, 2013 at 9:00 a.m. in Milton, Florida.

1. Discussion of request by Ken Rudzki to install an electric vehicle charging station at Sailors' Grill. (Attachment A)
2. Discussion of retainage reduction from 10% to 5% for the Five Points realignment project. (Attachment B)
3. Discussion of selection of Construction Engineering and Inspection (CEI) Consultant for CR197 Shoulder Addition and Resurfacing Project. This is a 100% funded project through the FDOT LAP program. Staff ranking following FHWA/LAP procedures are as follows:
 1. URS Corporation Southern
 2. Stantec Consulting Services, Inc.
 3. Atkins North America, Inc.
 4. Jehle-Halstead, Inc.
 5. Preble-Rish, Inc.
4. Recommend approval of Preliminary Plat for Boracay Cove Subdivision, a 67 lot subdivision a portion of Section 12, Township 1 North, Range 29 West, Santa Rosa County, Florida. (Working District 1)

Location: 2 miles West on U.S. 90 from the intersection of S. R. 281 (Avalon Boulevard), North on Evelyn Street, West on La Casa Circle, East on La Hacienda Drive, property at the end.

5. Recommend approval of Construction Plans for Miller McCoy Subdivision, a private 14 lot subdivision a portion of Section 2, Township 2 North, Range 27 West, Santa Rosa County, Florida. (Working District 2)

Location: 7-1/2 miles, more or less, northeast on Munson Highway from State Road 87 (Stewart Street), East on Indian Ford Road, South on Walther Road, Property at the end of Walther Road.

6. Recommend approval of Construction Plans for Heritage Oaks, a 40 lot subdivision of a portion of Section 1, Township 2 South, Range 27 West, Santa Rosa County, Florida (Working District 5)

Location: 2-1/2 miles, more or less, North of East River on Highway 87 South, property on the east side of highway.

RECEIVED

AUG 19 2013

NAVARRE BEACH DEPT.

A

850-736-3697

FROM THE DESK OF
STEVE RUDZKI
JUANA'S INC.

August 19, 2013
Terry Wallace
Utilities Supervisor
Navarre Beach Department

Re: Electric Vehicle Charging Station

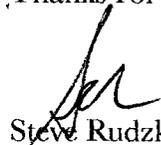
Dear Terry,

Thank you for taking time last week to discuss our proposed project.

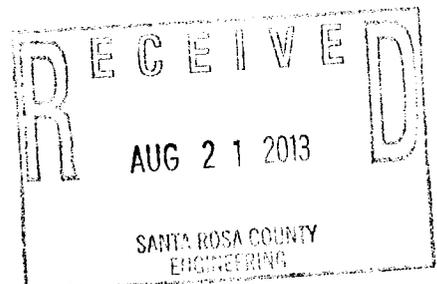
Attached you will find sketches showing the location we think will work best. We would like to install one parking spot for electric plug-in vehicles, (EV) and one spot for golf carts. The EV spot will utilize a commercial-grade charge station and will be part of the nation-wide "BLINK" network.

We believe this project will reflect well on our business and the county by promoting clean technology for transportation. I would be happy to answer any questions or concerns you may have.

Thanks For Your Consideration,

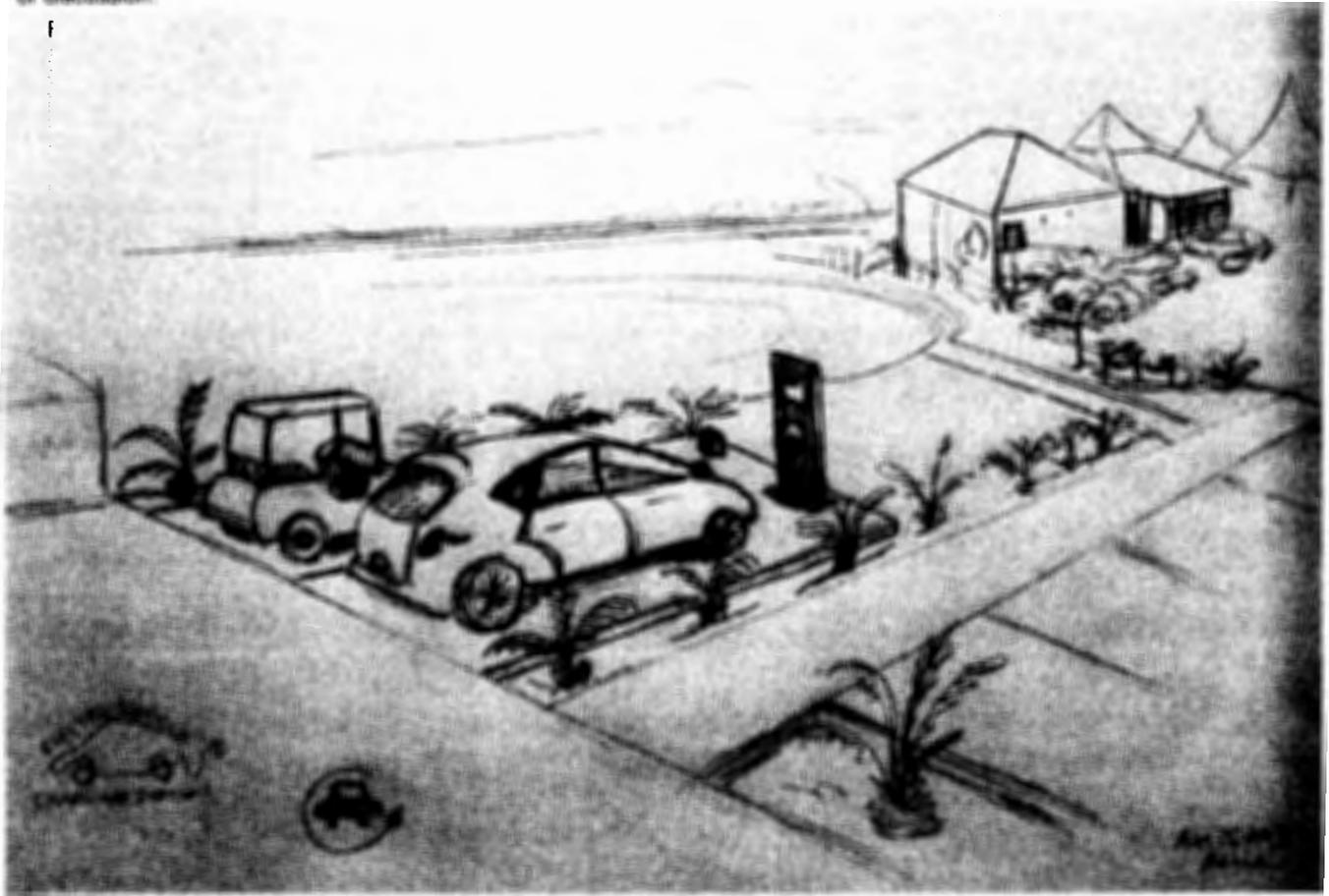

Steve Rudzki

Juana's Pagodas/Sailors' Grill

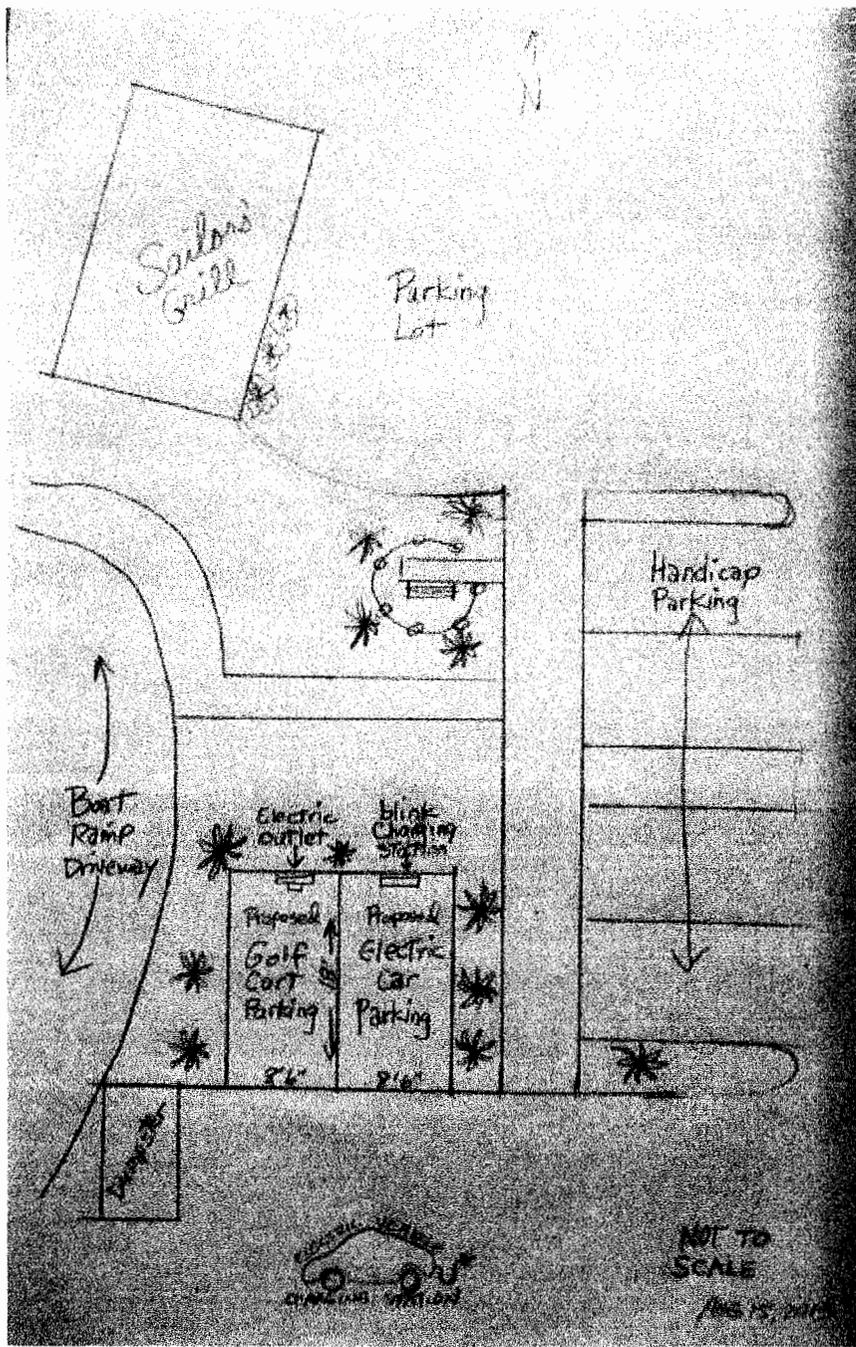


From: **Marie Rudzki** marierudzki@gmail.com
Subject: **Get charged while you eat, drink, shop, play**
Date: **August 15, 2013 10:29 AM**
To: **Steve Rudzki** srudzki@gmail.com

For discussion:



P1050450



P1050451

Berryhill Retainage

Roads, INC. of NWF
106 Stone Boulevard
Cantonment, Florida
32533

B

To: Santa Rosa County Engineering
6051 Old Bagdad Highway
Milton, Florida
(850) 981-7100
September 3, 2013

Attn: Michael Schmidt

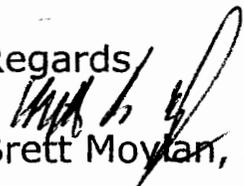
Re: Berryhill Road Request to lower Retainage from 10% to 5%

Dear Mr.Schmidt,

Roads, Inc. would like to request that the retainage on the Berryhill Road Project be reduced from 10% to 5% due to the extreme amount of rain we have incurred this summer. We have completed the entire project except for the pond which we cannot get to because of the amount of water in the pond. This amount would reduce the retainage from \$183,000 to \$91,500. We would very much appreciate your help in this matter.

Thank you for your attention to this matter.

Regards


Brett Moylan, COO Vice President Roads, INC.

Shirley Powell

From: Michael Schmidt
Sent: Wednesday, September 04, 2013 10:30 AM
To: Shirley Powell; Roger Blaylock
Subject: FW: Five Point retainage

Below is the recommendation of engineer to reduce the retainage on Five Points.

Michael W. Schmidt, P.E.
Assistant County Engineer
Santa Rosa County Engineering
(850) 981-7100
(850) 983-2161 fax

From: Keith Guthrie [mailto:kguthrie@baskervilledonovan.com]
Sent: Wednesday, September 04, 2013 9:55 AM
To: Michael Schmidt
Subject: RE: Five Point retainage

Michael,
The major portions of the work are complete and the punch list items were reviewed and completed for everything but the pond sites. The constant rains have held up completion of the ponds. I can see no reason why the County could not release a portion of the retainage if they so desire.
Thanks

Keith P Guthrie, PE
Senior Engineer
Baskerville Donovan, Inc.
850-438-9661

From: Michael Schmidt [mailto:michaels@santarosa.fl.gov]
Sent: Wednesday, September 04, 2013 8:23 AM
To: Keith Guthrie
Subject: RE: Five Point retainage

Thanks

Michael W. Schmidt, P.E.
Assistant County Engineer
Santa Rosa County Engineering
(850) 981-7100
(850) 983-2161 fax

No support documentation for this agenda item.

No support documentation for this agenda item.

No support documentation for this agenda item.

No support documentation for this agenda item.



Public Services Committee

Chaired by:
Lynchard & Williamson

Meeting:
September 9, 2013, 9:00 A.M.

AGENDA

Development Services

1. Recommend approval of the SHIP short sale request for the property located at 5373 Youpon Street, Milton.
2. Recommend approval of HOME Interlocal Agreement with Escambia County and authorization for Chairman to execute all related documentation.

Emergency Management

3. Recommend acceptance of funding for 2013/2014 Hazards Analysis Agreement between the Florida Division of Emergency Management and Santa Rosa County in the amount of \$8,448.22 and authorize the Chairman to sign all related documentation. There is no match requirement.
4. Recommend acceptance of funding for Citizen Corps Program Agreements between the Florida Division of Emergency Management and Santa Rosa County in the amount of \$19,402.50 and authorize the Chairman to sign all related documentation. There is no match requirement.
5. Recommend approval to submit a grant application to the Florida Department of Health, Bureau of EMS for funding in the amount of \$19,284.00. There is no match requirement.



Department of Public Services

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



Tony Gomillion, Director

MEMORANDUM

TO: Board of County Commissioners
FROM: Erin Malbeck
Housing Program Manager
THROUGH: Beckie Cato, Director
DATE: September 3, 2013
SUBJECT: State Housing Initiatives Partnership (SHIP)
Short Sale Request
5373 Youpon Street, Milton, FL 32570
04-1N-28-2230-00100-0070

RECOMMENDATION:

Board approval to accept \$2,509.00 for payment of an outstanding SHIP loan in connection with a short sale in order to prevent foreclosure. This approval covers the sale of the property under comparable conditions and terms.

BACKGROUND:

The property was purchased in 2005 for \$86,000.
\$5,000.00 of SHIP funding was provided to assist with closing costs.
The first mortgage loan was in the amount of \$84,346.00. If the short sale is approved, the first mortgage lender would receive approximately \$25,520.00.

Since the purchase of this home, the borrower has had several medical issues, as well as loss of employment. The borrower has tried to obtain employment locally; however, she has decided she will need to move out of state for better employment opportunities.

An offer to purchase dated 7/11/2013 is pending in the amount of \$30,450.00.

Animal Services
Dale Hamilton
Director
4451 Pine Forest Road
Milton, FL 32583
(850) 983-4680

**Building Inspections &
Code Compliance**
Rhonda C. Royals
Building Official
6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7000

Emergency Management
Sheryl Bracewell
Director
4499 Pine Forest Rd
Milton, FL 32583
(850) 983-5360

**Community Planning,
Zoning & Development**
Rebecca Cato
Director
6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7000

Veterans Services
Karen Haworth
Director
6051 Old Bagdad Hwy, Ste 204
Milton, FL 32583
(850) 981-7155

"One Team, One Goal, One Mission"



Department of Public Services

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



2

Tony Gomillion, Director

MEMORANDUM

TO: Board of County Commissioners

FROM: Erin Malbeck
Housing Program Coordinator

THROUGH: Beckie Cato, Director

DATE: September 3, 2013

SUBJECT: 2013 Escambia Consortium HOME Grant M-11-DC-12-0225
Interlocal Agreement

RECOMMENDATION:

Approval of the HOME Interlocal Agreement with an effective date of October 1, 2013, between Escambia County and Santa Rosa County and authorization for the Chairman to execute all documentation in connection with the agreement.

BACKGROUND:

The Escambia Consortium is comprised of Escambia County, the City of Pensacola, Santa Rosa County and the City of Milton. HUD has approved the Plan covering the 2013/2014 year. This Interlocal Agreement provides the authority and concurrent responsibility to implement Homebuyer Assistance activities utilizing HUD HOME funds.

Santa Rosa County Activities: Homebuyer Assistance \$141,528
Program Administration \$16,897

Animal Services
Ale Hamilton
Director
4451 Pine Forest Road
Milton, FL 32583
(850) 983-4680

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

Emergency Management
Sheryl Bracewell
Director
4499 Pine Forest Rd
Milton, FL 32583
(850) 983-5360

Community Planning, Zoning & Development
Rebecca Cato
Director
6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7075

Veterans Services
Karen Haworth
Director
6051 Old Bagdad Hwy, Ste 204
Milton, FL 32583
(850) 626-8724

"One Team, One Goal, One Mission"

**INTERLOCAL AGREEMENT
FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM**

THIS AGREEMENT is made and entered into this 16th day of September, 2013, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**ESCAMBIA COUNTY**"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **COUNTY OF SANTA ROSA**, a political subdivision of the State of Florida ("**SANTA ROSA COUNTY**"), whose address is 6495 Caroline Street, Milton, Florida 32570 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which Santa Rosa County shall provide HOME Program eligible services and assistance to eligible families residing within Santa Rosa County.

WITNESSETH:

WHEREAS, Escambia County and Santa Rosa County have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both Counties are authorized by Florida Statutes Section 163.01 et. seq. to enter into interlocal agreements and agreements with State agencies, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME"; and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in May 2011, Escambia County and Santa Rosa County have determined that the provision of **Homebuyer Assistance** as authorized at 24 CFR Part 92.205, 92.250, and 92.251 is a high priority need in Santa Rosa County; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to Santa Rosa County.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and Santa Rosa County agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Santa Rosa County Administrator the authority and concurrent responsibility required to implement Homebuyer Assistance activities in Santa Rosa County ("HOME Activities"), as provided for in the **2013 Escambia Consortium HOME Program Description** approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. Santa Rosa County shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities

undertaken in Santa Rosa County according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

Santa Rosa County agrees to cooperate fully with Escambia County and Neighborhood Enterprise Foundation, Inc. ("NEFI"), Escambia County's designated agent for housing and community development, in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, Santa Rosa County, in cooperation with NEFI, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

SECTION 3. HOME Activities Administrative Requirements.

a) HOME Program Policies, Procedures and Requirements:

Santa Rosa County, Escambia County and NEFI shall cooperate in the development of the policies, procedures and actions required to implement the HOME Activities in Santa Rosa County, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. Santa Rosa County shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to Santa Rosa County as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference. Santa Rosa County and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

SECTION 4. Funding.

a) Santa Rosa HOME Activities:

The maximum 2013 HOME Program funding available to provide assistance to documented eligible, lower income clients through HOME Activities in Santa Rosa County, Florida, shall be **\$141,528.00**. Said funds are allocated between approved and eligible HOME Activities denoted as follows:

HOMEBUYER ASSISTANCE	<u>\$141,528.00</u>
----------------------	---------------------

EXHIBITS I and II further detail the requirements associated with the project categories cited above, and regulations contained therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and Santa Rosa County.

b) Santa Rosa HOME Activities Payment Processing:

Escambia County, through coordination with NEFI, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund for Santa Rosa HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Santa Rosa HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County, or to Santa Rosa County to reimburse costs that are advanced by Santa Rosa County, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. Santa Rosa County shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Santa Rosa HOME Activities, the eligibility of clients assisted in Santa Rosa County, and all related payments; and further, Santa Rosa County shall be responsible for the repayment of any disallowed costs related to Santa Rosa HOME Activities.

c) Santa Rosa HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Santa Rosa HOME Activities funding cited in Section 4(a) above, Santa Rosa County shall provide a minimum local match of **\$36,000.00** in non-federal funds. Santa Rosa County's State Housing Initiatives Partnership (SHIP) Program fund is an acceptable match source. Said matching funds shall be expended by Santa Rosa County to provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be provided to Escambia County upon request, but at least annually, and shall at all times be at least equal to the pro-rata share of HOME funds expended. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within Santa Rosa County, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, Santa Rosa County shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **\$16,897.00**, payable solely from funds currently available under the **2013 Escambia Consortium HOME Grant M-13-DC-12-0225**. Prior to requesting administrative funds from Escambia County, Santa Rosa County shall provide a detailed breakdown of the administrative services to be provided. Upon receipt of said budget detail by the Office of the Escambia County Administrator or Escambia County's designated agent, NEFI, administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to Santa Rosa County in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. Santa Rosa County shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2013 Escambia Consortium HOME Grant M-13-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence,

Escambia County shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

SECTION 5. Administrative Authority.

Santa Rosa County is not authorized to prepare and execute documents and requests required to enter (set-up) or draw down HOME Program funds from the Escambia Consortium Letter of Credit. Such actions shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

SECTION 6. Program Records.

Santa Rosa County assumes responsibility for maintaining all records and documentation related to and supportive of the Santa Rosa HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. Santa Rosa County shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of five (5) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. Santa Rosa County shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement. Santa Rosa County shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to EXHIBITS I and II hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and Santa Rosa County at the address set forth first above, with a copy in the case of County to:

Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P.O. Box 18178
Pensacola, Florida 32523

Phone: (850) 458-0466 FAX: (850) 458-0464

and in the case of Santa Rosa County (Administration) to:

Hunter Walker, County Administrator
Santa Rosa County
Santa Rosa County Administration Office
6495 Caroline Street, Suite M
Milton, Florida 32570-4592
Phone: (850) 983-1855 FAX: (850) 983-1856

All notices shall be deemed served when received, except that any notice mailed or deposited in the manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

SECTION 9. Effective Date, Term, and Termination.

This Agreement shall become effective on **October 1, 2013**, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject **2013 HOME** funds are fully expended and Grant **#M-13-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

SECTION 10. Nepotism

Santa Rosa County agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination

a). Santa Rosa County agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

b). All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. Santa Rosa County accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

c). Santa Rosa County will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Santa Rosa County agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) In the event of any litigation between the parties concerning this Agreement or the transaction contemplated hereby, each party shall be responsible for its own attorney's fees and costs.

(d) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(e) This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through
its BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: September 16, 2013

BY: _____
Deputy Clerk

(SEAL)

Legal Department Approval:

This document approved as to form
and legal sufficiency.

By: _____

Title: ACH

Date: 9/14/13

[Santa Rosa County Signature Page to follow]

**SANTA ROSA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS OF
SANTA ROSA COUNTY, FLORIDA**

ATTEST:

Mary M. Johnson
Clerk of Courts

By: _____
Robert A. "Bob" Cole, Chairman

BCC Approved:

(SEAL)

PASSED AND ADOPTED BY THE SANTA ROSA COUNTY BOARD OF COUNTY
COMMISSIONERS THIS _____ DAY OF _____, 2013, BY A VOTE
OF _____ YEAS, _____ NAYS AND _____ ABSENT.

EXHIBIT I

2013 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

ESCAMBIA CONSORTIUM
2013-2014 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

PROGRAM ACTIVITIES

FUNDING

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$386,077

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3-4 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$193,097

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 2-3 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOME INVESTMENT ASSISTANCE

\$141,528

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans, Low Interest Loans, or a combination thereof, for the purchase of a home by low/moderate income homebuyers to purchase an affordable home. It is estimated that approximately 13-15 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)

\$144,141

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 2 affordable rental, special needs or homeless housing units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

PROGRAM MANAGEMENT (JOINT)

\$36,093

Provide oversight, management, monitoring and coordination of financial and general administrative activities for the HOME Program in all participating jurisdictions.

TOTAL 2013 HOME FUNDS (ACTUAL)

\$ 960,936

=====

EXHIBIT II

**HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS
(24 CFR PART 92)**

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THEREFORE, THE ENTIRETY OF THE HOME RULE AT 24 CFR PART 92; ALL AMENDMENTS TO THE RULE; AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 92 HAS BEEN PROVIDED TO THE PARTY(IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

SANTA ROSA COUNTY, FLORIDA will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subpara-graph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: SANTA ROSA COUNTY

Date: 9/16/13

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-13-DC-12-0225

SANTA ROSA COUNTY, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Three (3)

SIGNED: _____
Robert A. "Bob" Cole, Chairman
Santa Rosa County
Board of County Commissioners

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Date: _____

Robert A. "Bob" Cole, Chairman
Santa Rosa County Board of County Commissioners

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____ **HOME Investment Partnerships Act (HOME)**
Name: Robert A. "Bob" Cole (Project Name)
Title: Chairman **M-13-DC-12-0225**
(Project Number)

Firm/Agency: **Santa Rosa County, Florida**

Street Address: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570

FR 24.510 & 24 CFR, Part 24, Appendix A

**CERTIFICATION OF RECEIPT
HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS
(24 CFR PART 92)**

I/We hereby certify and affirm that Escambia County has provided Santa Rosa County with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92), copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

Santa Rosa County:

By: _____
Robert A. "Bob" Cole, Chairman
Board of County Commissioners

Date: _____



Department of Public Services

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



3

Tony Gomillion, Director

To: Santa Rosa County Board of County Commissioners
From: Sheryl Bracewell, Director, Emergency Management
Through: Tony Gomillion, Director, Public Services
Re: Hazards Analysis Agreement
Date: September 12, 2013

RECOMMENDATION

The Board of County Commissioners accepts funding for the 2013/2014 Hazards Analysis Agreement between the Florida Division of Emergency Management and Santa Rosa County in the amount of eight thousand four hundred forty-eight dollars twenty-two cents (\$8,448.22) and authorizes the Chairman to sign all related documentation. There is no match requirement.

BACKGROUND

The purpose is to conduct hazards analysis and update the data in order to develop and maintain a statewide hazards analysis database. The data includes critical facilities, hazardous chemicals and their location, storage and disposition, etc.

Since 2006, the inspections included ensuring that previously developed site sketches and buffers are still accurate. On some occasions, as with Sterling Fiber, there are fewer chemicals. In other cases, facilities have gone out of business or stopped using the chemicals on file, like UW IFS Research Facility. Calpine Santa Rosa Energy Center was added because of the amount of chemicals (Sulfuric Acid) stored.

Performing the analysis enables us to monitor hazardous material, analyze the risks to the community and develop appropriate emergency response plans.

COMPLETION

The project will be managed by DEM staff.

Animal Services
Dale Hamilton
Director

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

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

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

Emergency Management
Sheryl Bracewell
Director

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

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

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

Veterans Services
Karen Haworth
Director

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

"One Team, One Goal, One Mission"



Department of Public Services

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



4

Tony Gomillion, Director

To: Santa Rosa County Board of County Commissioners
From: Sheryl Bracewell, Director, Emergency Management
Through: Tony Gomillion, Director, Public Services
Re: Citizen Corps Program Agreements
Date: September 12, 2013

RECOMMENDATION

Recommend that the Board of County Commissioners approve grant agreements with the state Division of Emergency Management and authorize signature of all related documentation. Santa Rosa County would accept funding in the total amount of nineteen thousand four hundred two dollars fifty cents (\$19,402.50) with no match requirement.

BACKGROUND

The purpose of these programs is to continue to support our Citizen Corps, CERT teams, and many volunteer programs that incorporate a wealth of experience and resources within our community. Medical Reserve Corps, Fire Corps, Volunteers in Police service programs, Neighborhood Watch Programs, and more importantly local CERT teams are among the volunteer groups that provide additional response capabilities throughout the county whenever necessary. The funds would cover the costs for planning, education and training, and equipment in addition to public awareness and recruiting items necessary to support these groups.

COMPLETION

The project will be managed by DEM. All related documents will be forwarded to the BOCC for signature.

Animal Services
Dale Hamilton
Director
4451 Pine Forest Road
Milton, FL 32583
(850) 983-4680

Building Inspections & Code Compliance
Rhonda C. Royals
Building Official
6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7000

Emergency Management
Sheryl Bracewell
Director
4499 Pine Forest Rd
Milton, FL 32583
(850) 983-5360

Community Planning, Zoning & Development
Rebecca Cato
Director
6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
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Veterans Services
Karen Haworth
Director
6051 Old Bagdad Hwy, Ste 204
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Department of Public Services

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



Tony Gomillion, Director

To: Santa Rosa County Board of County Commissioners
From: Sheryl Bracewell, Director, Emergency Management
Through: Tony Gomillion, Director, Public Services
Re: EMS County Grant Program Application
Date: September 12, 2013

RECOMMENDATION

Request approval to submit a grant application to the Florida Department of Health, Bureau of EMS for funding in the amount of nineteen thousand two hundred eighty-four dollars (\$19,284.00) and authorize the Chairman to sign all related documentation. There is no matching requirement.

BACKGROUND

Santa Rosa County has participated in this grant program since 2003. The funds are used to provide supplies to first responders, to support our CPR training program and to maintain the AEDs placed throughout county-owned facilities. A county resolution (attached) must accompany the application which certifies grant funds received shall be used to improve and expand the pre-hospital emergency medical system.

COMPLETION

EMS county grant will be managed by DEM staff.

Animal Services
Dale Hamilton
Director
4451 Pine Forest Road
Milton, FL 32583
(850) 983-4680

Building Inspections & Code Compliance
Rhonda C. Royals
Building Official
6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(850) 981-7000

Emergency Management
Sheryl Bracewell
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4499 Pine Forest Rd
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Department of Public Services

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Tony Gomillion, Director

To: Santa Rosa County Board of County Commissioners
From: Sheryl Bracewell, Director, Emergency Management
Through: Tony Gomillion, Director, Public Services
Re: EMS County Grant Program Application
Date: September 12, 2013

RECOMMENDATION

Request approval to submit a grant application to the Florida Department of Health, Bureau of EMS for funding in the amount of nineteen thousand two hundred eighty-four dollars (\$19,284.00) and authorize the Chairman to sign all related documentation. There is no matching requirement.

BACKGROUND

Santa Rosa County has participated in this grant program since 2003. The funds are used to provide supplies to first responders, to support our CPR training program and to maintain the AEDs placed throughout county-owned facilities. A county resolution (attached) must accompany the application which certifies grant funds received shall be used to improve and expand the pre-hospital emergency medical system.

COMPLETION

EMS county grant will be managed by DEM staff.

Animal Services
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Director

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Milton, FL 32583
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Rebecca Cato
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Karen Haworth
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Milton, FL 32583
(850) 981-7155

"One Team, One Goal, One Mission"

RESOLUTION NUMBER 2013 - _____

A RESOLUTION BY THE BOARD OF THE COUNTY COMMISSIONERS OF SANTA ROSA COUNTY TO USE THE 2013-2014 EMERGENCY MEDICAL SERVICES (EMS) COUNTY GRANT AWARD TO EXPAND THE EMERGENCY MEDICAL SYSTEM IN SANTA ROSA COUNTY.

WHEREAS, the Board of County Commissioners of Santa Rosa County, Florida, is responsible for the general safety and well being of the residents of Santa Rosa County, and

WHEREAS, the Board of County Commissioners of Santa Rosa County, Florida, is responsible for the sound fiscal management of the county,

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Santa Rosa County, Florida, hereby certifies that any monies from the County Emergency Medical Services Award will be used to improve and to expand the County's pre-hospital Emergency Medical System, and that the funds will not be used to supplant existing County Emergency Medical Services budget allocations.

PASSED AND ADOPTED this 12th day of September, 2013,

by a vote of _____ yeas and _____ nays, and _____ absent of the Board of County Commissioners of Santa Rosa County, Florida.

SANTA ROSA COUNTY, FLORIDA

BY _____
Robert A. "Bob" Cole, Chairman

ATTEST:

Donald C. Spencer, Clerk of Court

AGENDA
PUBLIC WORKS COMMITTEE

September 9, 2013

Chairman: Commissioner Williamson

Vice Chairman: Commissioner Melvin

1. Discussion of one (1) year extension of agreement for traffic striping services with Gulf Coast Traffic Engineers, Inc. under existing terms.
2. Discussion of all-way stop signage at the intersection of Pat Brown Road and Wolfe Road.
3. Discussion of low proposal from Three Trades Consultants, Inc. in the amount of \$62,853.57 based on comparison shopping to construct 710 lineal feet of concrete ditch in Summerset Estates 1st Addition with funding from Road & Bridge Reserves.



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

Stephen Furman
Asst. Superintendent
Road & Bridge Dept.
6075 Old Bagdad Hwy.
626-0191

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

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

MEMO

TO: Hunter Walker
County Administrator

FROM: Avis Whitfield *AW*
Public Works Director

SUBJECT: Road Striping Agreement

DATE: September 3, 2013

We have an option to renew our striping agreement with Gulf Coast Traffic Engineers, Inc. This will be the last option year so we will solicit bids next year if an extension is approved. Gulf Coast has been reliable and have performed quality work. Therefore, I recommend the extension of the agreement.

AW/tt



GULF COAST TRAFFIC ENGINEERS, INC.

8203 KIPLING STREET • P.O. BOX 10625
PENSACOLA, FLORIDA 32524-0625
(850) 478-7066 • FAX 476-0244

July 23, 2013

Santa Rosa County Public Works Department
Attn: Mr. Tom Collins
6075 Old Bagdad hwy.
Milton, FL 32583

Re: Annual Road Striping Contract

Mr. Collins:

We would agree with extending the existing Road Striping contract for the second of two additional option years. It would include the same service, at the same pricing, as the original Base Bid.

Sincerely,

David E. Cook
Vice President

**NOTICE TO BIDDERS
ROAD STRIPING**

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida, will receive sealed bids for Road Striping.

All bids must be original and delivered by hand, Fed Ex, or mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite G, Milton, Florida, 32570; and must be received by 10:00 a.m., ~~October 18~~, 2011, at which time bids will be opened and read aloud. Bids received after the time set for the bid opening will be rejected and returned unopened to the bidder. All interested parties are invited to attend. Bids are to be sealed and clearly labeled "**BID - ROAD STRIPING.**"

Questions concerning this equipment should be directed to Tom Collins at (850) 626-0191.

A Pre-Bid meeting will be held on October 11, 2011 at 9:00 a.m. local time at the Santa Rosa County Road and Bridge Department Conference Room located at 6075 Old Bagdad Highway, Milton, Florida 32583.

Specifications and bid form may be secured from Santa Rosa County Website (www.santarosa.fl.gov/bids) or at the Santa Rosa County Procurement Department at the above address. Telephone (850) 983-1870

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

All prices are firm for a period of one year. After one year, the County may approve the option of renewing the contract at the same or lesser price for a period not to exceed two (2) years with the agreement of the bidder.

Santa Rosa County does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or provision of service.

By order of the Board of County Commissioners of Santa Rosa County, Florida

LEGAL NOTICE

One issue – September 17, 2011 - Press Gazette, September 22, 2011- Navarre Press, and September 22, 2011 Gulf Breeze News

Bill and proof to Santa Rosa County Procurement Department, 6495 Caroline Street, Suite G, Milton, Florida, 32570, Attn.: Orrin L. Smith.

August 26, 2013

MEMORANDUM

From: Tom Collins

To: Avis Whitfield; Stephen Furman

Subj: PHONE POLL RESULTS FOR PAT BROWN RD & WOLFE RD. ALL
WAY STOP

From August 9, 2013 to August 26, 2013, the Public Works Department conducted a phone poll seeking input from the residents in the area of Pat Brown Rd. and Wolfe Rd. concerning an "All Way Stop" condition proposed at the Pat Brown Rd. and Wolfe Rd. intersection.

Only one vote per address was counted, 8 people participated in the poll with the following results:

4 votes in favor of a new "All Way Stop" condition

4 votes against a new "All Way Stop" condition

Note: One vote that was against the "All Way Stop" condition came from a Santa Rosa County resident that did not live in the immediate area.


Respectfully,
Tom Collins





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

Stephen Furman
Asst. Superintendent
Road & Bridge Dept.
6075 Old Bagdad Hwy.
626-0191

AVIS WHITFIELD
Director of Public Works
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Fax 623-1331

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

MEMO

TO: Hunter Walker
County Administrator

FROM: Avis Whitfield *AW*
Public Works Director

SUBJECT: Summerset Subdivision Concrete Ditch

DATE: September 3, 2013

We received three comparison shopping proposals for construction of a concrete ditch in the Summerset Subdivision to alleviate flooding on Fuller Road. The low proposal was from Three Trade Consultants at \$62,853.57.

We obtained these proposals because our crews are extremely busy dealing with other flooding issues. Additionally, the Summerset project will include some significant challenges such as dewatering and limited access which will make delivery of concrete difficult and may require pumping concrete. Therefore, I recommend we contract the project with funding from the Road & Bridge Reserves.

AW/tt

JOB NAME: Summerset Estates

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT MEA	UNIT PRICE	TOTAL BID PRICE
1	Mobilization/Erosion Control	1	LS	\$ 1,776.75	\$ 1,776.75
2	Fence Removal/Replacement	1	LS	\$ 2,132.10	\$ 2,132.10
3	Earthwork Removal	590	CY	\$ 10.67	\$ 6,295.30
4	Establish Grade on Ditch	1577	SY	\$ 3.56	\$ 5,614.12
5	Earthwork Imported Fill	100	CY	\$ 13.14	\$ 1,314.00
6	4" Perf. ADS Pipe w/ Sock	720	LF	\$ 12.17	\$ 8,762.40
7	No. 6 Aggregate	34	Tons	\$ 78.95	\$ 2,684.30
8	4" Ditch Paving	4260	SF	\$ 7.21	\$ 30,714.60
9	Centipede Sod	1000	SY	\$ 3.56	\$ 3,560.00
TOTAL AMOUNT BID					\$ 62,853.57

Notes and Exceptions:

- 1 Only items quoted will be performed
- 2 No bonds, permits, fees
- 3 No landscaping, irrigation, or sod
- 4 Must have access on lot 10 at the south end of the project from the road



Since 1995
 Certified General &
 Underground Utility Contractors
 CGC045510 CUC056748



Stephen Furman
 Santa Rosa County Public Works

Re: Summerset Subdivision Drainage Improvement

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

Mobilization	1	LS	
<u>Storm Drainage</u>			
1 Clear & Grub	1	LS	
2 Fence Removal & Replacement	1	LS	
3 4" Underdrain Piping	710	LF	
4 Grading	1	LS	
5 Concrete Swale	710	LF	
6 Site Restoration/Sodding	1	LS	
7 Dewatering	1	LS	
	Total....		\$ 71,309.60

- 1 Items not specifically noted are excluded.
- 2 Removal & Replacement of Unsuitable Material is excluded.
- 3 Removal & Replacement of Asphalt or Concrete Paving, Drives, Walks or Curbs is excluded.

Lee M. Brown



UTILITY SERVICE CO.

August 28, 2013

Stephen L. Furman
Assistant Public Works Director
Santa Rosa County, Florida
6075 Old Bagdad Highway
Milton, Florida 32583

Subject: Summerset Estates Ditch Paving Project

Stephen,

Our lump sum quote for providing 710 LF of 4" concrete ditch paving per your plans dated 7/30/13 is \$120,638.00.

Work includes clearing, grading, dewatering if necessary, 4" underdrain, 4" concrete ditch paving, remove and replace wood fence with existing materials, sod and final cleanup of access easement.

We appreciate the opportunity to quote on this work.

Utility Service Company, Inc.



Ron King
Project Manager

BUDGET & FINANCIAL MANAGEMENT COMMITTEE

Chairman: Commissioner Melvin
Vice Chairman: Commissioner Lynchard

September 9, 2013

Bid Actions:

- 1) Discussion of rejection of the bids received for uniform services and re-bid the project.
- 2) Discussion of bids received for HOME Substantial Rehabilitation Project located at 10225 West Lake Road in Milton. Low bidder meeting specifications is Design Home Builders, Inc. with a bid of \$38,795.

Budget:

- 3) **Budget Amendment 2013 – 152** in the amount of \$ **372,114** to carry forward prior year program income and interest, and recognize current year program income and interest (7/1/2012 through 5/31/13); and reallocates strategy balances to Substantial Rehabilitation and SHIP Administration in the SHIP Program Fund.
- 4) **Budget Amendment 2013 – 153** in the amount of **\$114,000** to carry forward funds to cover an upcoming settlement from the Self Insurance Fund.

County Expenditure/Check Register:

- 5) Discussion of County Expenditures / Check Register

Orrin Smith

From: Avis Whitfield
Sent: Wednesday, August 28, 2013 2:16 PM
To: Orrin Smith; Jayne Bell
Cc: Hunter Walker; Angie Jones
Subject: Uniform Bids

We only received two bids for uniforms and one bidder provided pricing per set of uniforms rather than per item as required by the instructions on the bid sheet. Bidding by set of uniforms is unclear since there are 9 items per set for four day employees and 11 items per set for five day employees. Therefore, I recommend the Board reject the bids and re-bid.

Avis Whitfield
Director
Santa Rosa County Public Works

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

PROCUREMENT RECOMMENDATION

1. PRODUCT/SERVICE: HOUSING REHABILITATION PROJECT LOCATED AT 10225 WEST LAKE ROAD, 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 re-roofing of the home; installation of new HVAC; replacement of all windows to code; replacement of double doors on the front and rear of the home.

5. BIDDERS AND PRICES:

A. Design Homebuilders, Inc.	\$38,795
B. Mike Motes Builders, Inc.	\$43,635

BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: August 27, 2013

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

ADDITION:
 MODIFICATION: X
 DELETION:
 OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
Fund 113:	113-3690003	Refund Prior Year	\$ 21,600
	113-361100	Interest Earned	\$ 514
	113-3346904	SHIP Program	\$ 350,000
	0780-534004	Substantial Housing	\$ 194,902
	0780-5340041	Farm Home Adm/Emer Repair	\$ 89,500
	0780-5340043	First Time Home Builder	\$ 75,000
	0780-59100001	To General Fund	\$ 12,712
Fund 001:	001-3810008	From SHIP Fund	\$ 12,712
	3301-51210	Regular Salaries	\$ 10,000
	3301-52310	Other Current Charges	\$ 2,712

State reason for this request:

Carries forward prior year program income and interest, and recognizes current year program income and interest (7/1/2012 through 5/31/2013); and reallocates strategy balances to Substantial Rehabilitation and SHIP Administration.

Requested by: Erin Malbeck/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2013-152

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: September 9, 2013

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12th day Of September, 2013.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Erin Malbeck
Sent: Tuesday, August 27, 2013 1:02 PM
To: Jayne Bell
Cc: Beckie Cato
Subject: Housing Budget Amendment Request
Attachments: 2013 2014 SHIP Adm 8 22 2013 FINAL.xls

Good Afternoon Jayne,

Please find attached a budget amendment request for your consideration.

Thanks

Erin R. Malbeck

SRC Housing Program Coordinator
6051 Old Bagdad Hwy, Ste. 201
Milton, FL 32583
Office: 850-981-7076
Direct Line: 850-981-7092
Fax: 850-981-7099

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FUND	113 SHIP		
DEPT	0780 State Housing Initiative		
Revenue Account:	Refund Prior Years Exp.	3690003	21,599.80
113	Interest	361100	513.27
	2012.2013 Funding	3346904	350,000.00
	Total		<u>\$ 372,113.07</u>
780	Substantial Housing	534004	\$ 194,901.76
	First Time Homebuyer	5340043	\$ 75,000.00
	Farm Home Adm/Emergency Repair	5340041	\$ 89,500.00
	To General Fund		\$ 12,711.31
	Total		<u>\$ 372,113.07</u>
TO:	General Fund		
	3301-51210	Regular Salaries	\$ 10,000.00
	3301-549001	Other Current Charges	\$ 2,711.31
	Total		<u>\$ 12,711.31</u>

2013/2014 Funding from FHFC (Received July, 2013)
 Pay-offs remaining from FY 2012.2013
 Remaining Interest on Trust Fund 2012.2013
 Administration funds per the SHIP guidelines.
 Request allocation to housing cost center.

Requested by:
 Erin Malbeck

BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: August 28, 2013

FROM: **Self Insurance 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:	501- 3990001	Cash Carried Forward	\$ 114,000
To:	0750 - 5490014	Auto Liability	\$ 114,000

State reason for this request:

Cash carried forward to cover an upcoming settlement.

Requested by: Devann Cook/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2013-153

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: September 09, 2013

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 12th day Of September, 2013.

ATTESTED:

CLERK OF THE COURTS

CHAIRMAN

No support documentation for this agenda item.