

September 22, 2014

ECONOMIC DEVELOPMENT COMMITTEE

1. Update on Gulf Power sponsored site certification process for two sites in Santa Rosa County.
2. Discussion of First Amendment to Subordination Agreement with Goldring Gulf Distributing Company, LLC for 35 acre parcel in Santa Rosa Industrial Park.

No support documentation for this agenda item.

Prepared by and return to:
James F. Watkins
Maynard Cooper & Gale PC
11 North Water Street, Suite 27000
Mobile, Alabama 36602

FIRST AMENDMENT TO SUBORDINATION AGREEMENT

This First Amendment to Subordination Agreement (the "Amendment") is made this ___ day of September, 2014 by **SANTA ROSA COUNTY**, a political subdivision of the State of Florida, whose address is 6495 Carolina Street, Milton, FL 32570, herein referred to as the "Mortgagee", herein recites and declares that:

Mortgagee is the owner and holder of a certain note (the "Note") in the amount of One million forty-seven thousand three hundred dollars & 00/100 (\$1,047,300.00) and interest, secured by a certain mortgage, made by Goldring Gulf Distributing Co., LLC, an Alabama limited liability company (the "Owner") to Mortgagee, dated 10/18/2013, and recorded 10/28/2013, in Official Records Book 3299, Page 923, Public Records of Santa Rosa, State of Florida, and covering the following described property (the "Property"):

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 27 WEST, SANTA ROSA COUNTY, FLORIDA; AND THE NORTHERLY RIGHT OF WAY LINE OF THE CSX RAILROAD (100' R/W); THENCE GO N 00°24'57" W ALONG SAID WEST LINE 166.35 FEET; THENCE GO N 73°41'55" E 1157.51 FEET; THENCE GO N 00°24'57" W 1148.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°24'57" W 557.55 FEET TO A POINT IN A CURVE HAVING A RADIUS OF 541.35 FEET AND BEING CONCAVE TO THE SOUTHWEST; THENCE GO NORTHWESTERLY ALONG SAID CURVE 699.81 FEET; SAID CURVE HAS A CENTRAL ANGLE OF 74°04'02", A CHORD BEARING OF N 54°40'51" W, AND A CHORD DISTANCE OF 652.09 FEET; THENCE GO N 01°42'51" W 53.18 FEET; THENCE GO S 88°51'37" W 277.77 FEET; THENCE GO N 00°24'07" W 258.56 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF OPPORTUNITY DRIVE (75' R/W); SAID POINT BEING IN A CURVE HAVING A RADIUS OF 237.37 FEET, AND BEING CONCAVE TO THE NORTHWEST; THENCE GO NORTHEASTERLY ALONG SAID CURVE 192.83 FEET TO A POINT OF TANGENCY; SAID CURVE HAS A CENTRAL ANGLE OF 46°32'40", A CHORD BEARING OF N 50°07'12" E AND A CHORD DISTANCE OF 187.57 FEET; THENCE GO N 26°50'52" E ALONG SAID RIGHT OF WAY LINE 145.50 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 162.41 FEET; THENCE GO NORTHEASTERLY ALONG SAID CURVE

91.57 FEET TO A POINT OF TANGENCY; SAID CURVE HAS A CENTRAL ANGLE OF 32°18'18", A CHORD BEARING OF N 43°00'01" E AND A CHORD DISTANCE OF 90.36 FEET; THENCE GO N 59°09'10" E ALONG SAID RIGHT OF WAY LINE 469.91 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF JUDICIAL BOULEVARD (150' R/W); SAID POINT BEING IN A CURVE HAVING A RADIUS OF 1866.91 FEET AND IS CONCAVE TO THE NORTHEAST; THENCE GO SOUTHEASTERLY ALONG SAID CURVE 680.74 FEET TO A POINT OF TANGENCY; SAID CURVE HAS A CENTRAL ANGLE OF 20°53'31", A CHORD BEARING OF S 42°29'11" E, AND A CHORD DISTANCE OF 676.97 FEET; THENCE GO S 52°55'57" E ALONG SAID RIGHT OF WAY LINE 181.65 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1134.81 FEET; THENCE GO SOUTHEASTERLY ALONG SAID CURVE 307.90 FEET TO A POINT OF REVERSE CURVATURE; THE AFOREMENTIONED CURVE HAS A CENTRAL ANGLE OF 15°32'45", A CHORD BEARING OF S 45°09'34" E, AND A CHORD DISTANCE OF 306.96 FEET; THENCE GO SOUTHERLY AND EASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 140.50 FEET FOR 130.52 FEET TO A POINT OF TANGENCY; SAID CURVE HAS A CENTRAL ANGLE OF 53°13'34", A CHORD BEARING OF S 63°59'59" E, AND A CHORD DISTANCE OF 125.88 FEET; THENCE GO N 89°23'13" E ALONG SAID RIGHT OF WAY LINE OF JUDICIAL BOULEVARD 19.24 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF EAST MILTON ROAD (100' R/W); SAID POINT BEING IN A CURVE HAVING A RADIUS OF 766.20 FEET AND IS CONCAVE TO THE NORTHEAST; THENCE GO SOUTHERLY ALONG SAID CURVE 132.01 FEET TO A POINT OF TANGENCY; SAID CURVE HAS A CENTRAL ANGLE OF 9°52'17", A CHORD BEARING OF S 11°21'26" E, AND A CHORD DISTANCE OF 131.84 FEET; THENCE GO S 16°17'34" E ALONG SAID RIGHT OF WAY LINE 522.18 FEET; THENCE GO S 73°41'55" W 1023.21 FEET TO THE POINT OF BEGINNING.

Owner has conveyed its interest in the Property to GG OPPORTUNITY, LLC, , an Alabama limited liability company (the "Borrower") by deed recorded in O.R. Book 3352, Page 747 of the Public Records of Santa Rosa County Florida.

REGIONS BANK (the "Lender") extended construction financing to the Borrower in the amount of \$12,600,000.00 which financing is secured by a Mortgage (the "Lender Mortgage") dated _____ and recorded _____.

In connection with the loan made by Lender to Borrower, Mortgagee executed and delivered to Lender a Subordination Agreement dated June 11, 2014 and recorded in O.R. Book 3352, Page 750 of the Public Records of Santa Rosa County, Florida (the "Original Subordination") whereby the Mortgagee's mortgage was made subject and subordinate to the lien of the Lender Mortgage.

Borrower has requested Lender to advance an additional \$952,019.00 which will be evidenced by a Promissory Note executed by Borrower in favor of Lender and secured by a Mortgage Modification Agreement and Notice of Additional Advance (the "Modification") amending the Lender Mortgage to further secure the additional \$952,019 being advanced by Lender to Borrower.

To induce Lender to make the additional advance it is necessary that the mortgage of the Mortgagee be subordinated to the lien of the Lender Mortgage, as amended and modified by the Modification.

For the reasons set forth above, and in consideration of the mutual covenant and promises of the parties hereto, and any additional consideration paid, if any, the receipt and sufficiency of which are hereby acknowledged, Mortgagee covenants and agrees as follows:

1. Subordination. Mortgagee hereby covenants, consents, and agrees that the above described mortgage held by the Mortgagee is and shall continue to be subject to and subordinate to the lien of the Lender Mortgage, as amended and modified by the Modification, including any portion of the Lender's lien which relates to any future disbursements made by the Lender to the Borrower or his, her or its successor(s) in interest. Mortgagee hereby further covenants, consents, and agrees: (1) the Original Subordination as modified by the Amendment is the complete agreement between the Mortgagee and the Lender, (2) the Original Subordination, as modified by this Amendment, is unconditional, (3) Mortgagee is not relying upon any agreement and/or representations outside of the Original Subordination and this Amendment to induce Mortgagee to enter into this Amendment, (4) the Original Subordination and this Amendment shall not be adversely affected by any future change in circumstances or default or any obligation, and (5) the Original Subordination, as amended by this Amendment, is a complete Subordination of Mortgagee's indebtedness and the mortgage lien described above to all amounts and obligations secured by the Lender's Mortgage, as amended by the Modification.
2. Consideration. The Mortgagee hereby acknowledges the sufficiency of the consideration given for this Amendment, and acknowledges that this consideration is sufficient even if the consideration is not in the form of a payment of money.
3. Binding effect. This Amendment shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors, and assigns of the parties hereto.
4. The parties agree that the preparer of this Subordination Agreement does not represent the interest of any of the parties to this Subordination Agreement and is not providing any legal advice relating to this Subordination Agreement. The parties confirm that they understand and are well informed as to the effect and obligations under this Subordination Agreement and that they have had the opportunity to seek their own legal counsel. The parties further acknowledge that Locklin & Saba, P.A. and First American Title Insurance Company is relying upon this Amendment in the issuance of its policy or policies of the insurance relating to the Property.
5. This Agreement shall be interpreted according to the laws of the State of Florida. All parties to this Agreement have participated full in the negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the parties thereto.

In witness whereof, the parties have executed this agreement on MORTGAGEE:

SANTA ROSA COUNTY, FLORIDA

By: _____

OFFICIAL SEAL

Print Name: _____

Its: Chairman

ATTEST: _____

BY: Donald C. Spencer, Clerk for Court Santa Rosa County, FL

Approved by: _____

County Attorney

September 22, 2014

ADMINISTRATIVE COMMITTEE

1. Discussion of the Florida Property Assessed Clean Energy (PACE) Funding Agency's program to provide funding mechanism for storm hardening and energy efficiency for interested homeowners.
2. Discussion of Letter of Agreement with Florida Agency for Health Care Administration (ACHA) in the amount of \$1,304,451 for Intergovernmental Transfers and authorize execution of relevant documents.
3. Discussion of 7th Amendment of Lease with HMA Santa Rosa Medical Center, LLC extending term for five (5) year term including fair market value of \$1,425,000.
4. Discussion of renewal of franchise agreements with Waste Pro of Florida and Waste Management, Inc. for residential solid waste and recycling collection services through December 31, 2017.
5. Discussion of questions/clarification of items on Request for Proposal format for residential solid waste collection north of Yellow River.
6. Discussion of use of lobbying firm for matters before State of Florida legislature and executive offices.
7. Discussion of Task Order SR2014-4 to contract with Tidal Basin Government Consulting, LLC for disaster recovery administrative services associated with April Flooding.
8. Discussion of request from Florida Physical Therapy Association of Northwest Florida to hold 5K Run/Walk on Navarre Beach Saturday March 28, 2015 including two alternate routes.
9. Discussion of appointment of Julie Morgan as Tourist Development Director.

10. Discussion of Florida Department of Environmental Protection Coastal Partnership Initiative Grant cycle.
11. Discussion of submission of application to Office of Gulf Coast Restoration, U.S. Department of Treasury for RESTORE Act Direct Component Grant in the amount of \$111,240 for planning assistance.
12. Discussion of renewal of annual contract with Florida State University for mosquito surveillance program and authorize execution of relevant documents.
13. INFO ONLY: Public Hearing items scheduled for 9:30 a.m. Thursday, September 25, 2014: None



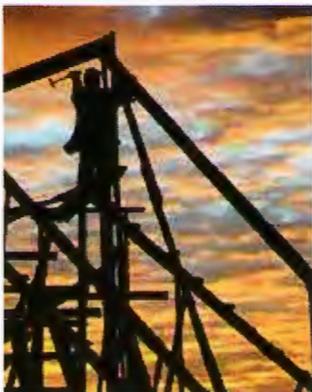
What is PACE and how does it work?

Property Assessed Clean Energy (PACE) is a program that offers financing to commercial, industrial, residential and multi-family property owners. This financing may solely be used to fund improvements that strengthen their businesses and homes against wind-borne damage, reduce energy consumption and create renewable energy onsite. Unlike a traditional loan, the financing is repaid through an assessment on their property tax bill as a “non-ad valorem” or “special” assessment.

This special assessment is different than your typical municipal assessments for lighting districts or re-curbings. In this case, once the improvement is made, the property owner immediately begins putting cash back in their pocket through energy savings, or property insurance premium reductions. The Florida PACE Funding Agency’s program is entirely voluntary and is available only in subscribing counties and municipalities.

Funding Is Available Now!

The Florida PACE Funding Agency is proud to announce that it has successfully secured a \$200 million financing package that will enable responsible property owners in participating counties and cities to make qualifying improvements IMMEDIATELY! Thanks to this unique and innovative program, citizens in communities across the state now have immediate access to funds that can be used to make wind-resistance, energy efficiency and renewable generation improvements on their homes and businesses. The Agency’s program eliminates upfront cost, is non-credit score based and allows up to 100% financing over a maximum term of 20 years (or depending on the life of the improvement).



Mark A. Pierson

Mark.A.Pierson@FloridaPACE.gov

904.430.7309

Benefits to Counties and Cities

The Florida PACE Funding Agency is a special purpose local government created by statute and is already enabled by judicial validation to offer their program to all Florida counties and cities. Unique benefits include:

- The Florida PACE Funding Agency is the only source of PACE financing initially capitalized at \$200 million, making funding immediately available. In addition, the Agency has been approved by the Florida Court to capitalize up to \$2 billion.
- As a local government, the Florida PACE Funding Agency’s turn-key program removes both the administrative burden and liability from participating counties and cities at no cost. Plus, its activities are fully transparent and subject to Florida Sunshine Law.
- Counties and cities may legally and prudently enter into an interlocal agreement with the Florida PACE Funding Agency and immediately create jobs and economic development.

(continued on back)



Who Benefits From PACE?

Local Governments:

- Creates jobs and economic growth.
- Immediate, private funding for home improvements.
- Does not affect local government bonding capacity.
- Insulates local governments from legal liability and financial risk.
- Reduces staff time and expense to develop and manage a local PACE program the Florida PACE Funding Agency program is shovel ready, fully transparent, and subject to all government agency public records and sunshine laws.

Property Owners:

- Up to 100% financing for qualifying improvements
- Low cost application fee (\$25 for Residential; \$50 for Commercial)
- Special assessment stays with the property upon title transfer (assignable) or may be retired as a negotiable term of sale
- Potential for off-balance sheet financing
- Financing is not subject to a credit score evaluation

Contractors:

- Provides best value, non-credit based financing to property owners, increasing opportunities to close work and create jobs
- FREE, easy-access program training
- Opportunities to enhance workforce skills and service offerings
- FREE, easy-access program training
- Reduced paperwork and rapid payment

What Qualifying Improvements Are Eligible?

• *Energy Efficiency Improvements:*

Energy conservation and efficiency improvements that reduce consumption through conservation or by enhancing the efficient use of electricity, natural gas, propane, or other forms of energy, including, but not limited to:

- Air-duct sealing;
- Insulation;
- Energy-efficient heating, cooling, or ventilation systems;
- Building modifications to increase the use of daylight;
- Windows replacement;
- Energy controls or energy recovery systems;
- Electric vehicle charging equipment; and
- Efficient lighting equipment.

• *Renewable Generation Systems:*

Renewable energy improvements, including installation of any system in which the electrical, mechanical, or thermal energy is produced using one or more of the following fuels or energy sources:

- Solar PV / Thermal;
- Geothermal; and
- Wind Power.

• *Wind Mitigation Improvements:*

Wind resistance improvements, including, but not limited to:

- Strengthen roof deck attachment;
- Secondary water barrier to prevent water intrusion;
- Wind-resistant shingles;
- Gable-end bracing;
- Reinforcing roof-to-wall connections;
- Storm shutters; and
- Opening protections.

How can I bring PACE financing to my County or City?

Counties and cities need only approve an interlocal agreement authorizing the Agency to operate within their jurisdiction. The Agency will provide all required program services within the county including registering and validating authorized contractors and property owners, providing training to participants, determining financing eligibility, verifying qualifying improvements, underwriting, assessment notice and assessment placement, closing and payment to the contractor – all of these services are available to participating counties and cities at no cost and with no liability.

*For more information, please call our office at **866.558.3180** or email info@FloridaPACE.gov*

Mark A. Pierson, Outreach Manager

tel: 904.430.7309 | email: Mark.A.Pierson@FloridaPACE.gov

Visit us online at: www.FloridaPACE.gov (Local Government)

www.EvestFlorida.com (Contractors & Property Owners)

WIND MITIGATION | ENERGY EFFICIENCY | RENEWABLE ENERGY

Delivered by Leldos Engineering, LLC





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County Briefing



**Qualifying
Improvements**

▪ **Energy Efficiency:** Improvements that reduce consumption through the efficient use of electricity, natural gas, propane, or other forms of energy on the property, including, but not limited to:

- HVAC systems;
- Lighting retrofits and/or lighting controls;
- Air and duct sealing and insulation;
- Windows;
- Daylight harvesting;
- Energy recovery systems;
- High-efficiency pumps & motors;
- Generators;
- Cooling energy recovery; and
- Electric vehicle charging equipment.



Florida PACE Funding Agency
County Briefing

Qualifying Improvements (cont.)





- **Renewable Energy:** Any system in which the electrical, mechanical, or thermal energy is produced through hydrogen, solar PV or thermal, geothermal, biomass, biogas, ocean or wind.
- **Wind Resistance Improvements**
 - Installing wind resistant shingles;
 - Installing storm shutters;
 - Installing gable-end bracing;
 - Reinforcing roof-to-wall connections
 - Strengthening the roof deck attachment;
 - Creating a secondary water barrier to prevent water intrusion;
 - Installing glazed windows; and
 - Garage door bracing.

Typical Construction Features that Reduce Wind Damage and Loss



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County Briefing

Advantages to Local Governments





- Provides a vehicle for job creation and economic growth.
- \$200 million in Immediately available funding through private investment with a \$2 billion capacity.
- Does not use local government bonds or government grants.
- Insulates local governments from legal liability and financial risk. **No cost, No Liability.**
- Turn-key program frees staff time and expense.
- Agency is subject to and fully compliant with Florida Sunshine Law.
- Professionally managed and scalable platform.
- For more information visit <http://www.FloridaPACE.gov>

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Florida PACE Funding Agency

County Briefing



Advantages to Contractors

- Provides an competitive financing tool for contractors.
- Provides an opportunity to expand workforce and service offerings.
- Access to program training, marketing, and advocacy.
- Expands the market for wind mitigation, energy efficiency, and renewable generation projects.
- Standardized rules and procedures.
- Support from one the nations premier energy engineering firms, Leidos (<http://www.leidos.com>)
- Prominent exposure on Agency website (<http://www.evestflorida.com>)
- Access to professionally-developed marketing collateral



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Florida PACE Funding Agency

County Briefing



Advantages to Property Owners

- Up to 100% financing for qualifying improvements.
- Up to 20 years to pay, depending on weighted average improvement life
- Financing is not subject to a credit score evaluation making the program more widely available to property owners.
- Special assessment stays with the property upon title transfer (assignable) or may be retired as a negotiable term of sale
- Federal tax credits and local energy rebates may be available, depending on project.
- Work performed by qualified and licensed contractors
- All work must be permitted and approved by local building department
- Simplified paperwork and competitive interest rates
- Low cost application fee (Residential \$25/Commercial \$50)



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Florida PACE Funding Agency

County Briefing

Property Owner Qualifications





- Under Florida Statute for property owners to qualify:
 - Must be owner of record
 - No missed or late mortgage payments and property tax payments for the last 3 years, or period of ownership, whichever is less
 - No involuntary liens on the property
- Additional Agency guidelines
 - Property value \$50k or greater for Residential, \$250k or greater for Commercial
 - No bankruptcy for 7 years
 - Current proposed non-ad valorem assessment plus other annual taxes/assessments is less than or equal to 5% of just property value
 - Land is less than or equal to 30% of just value for Residential properties; 20% for Commercial
 - Mortgage balance plus total PACE assessment is less than or equal to 100% of property's just market value

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Florida PACE Funding Agency

County Study

Santa Rosa County Economic Benefits



The American Council for an Energy-Efficiency Economy (ACEEE), the U.S. Department of Energy and Lawrence Berkeley National Laboratories have analyzed the impact that energy efficiency has on job creation. ACEEE's most recent fact sheet "How Does Energy Efficiency Create Jobs?" was used in our in-depth analysis. Please find the portion that relates to Santa Rosa County below.

Santa Rosa	
QUICK FACTS	
Population Estimate (2013)	161,096
Housing Units (2013)	66,203
Home Ownership Rate	75.2%
Median Home Value (2008-2012)	\$ 166,300
Business Establishments (non-Farm)	2,464
Building Permits 2012	839
ANNUAL INVESTMENT	
Participation Rate	0.25%
Total Participants	131
Number of Commercial Participants	66
Number of Residential Participants	65
Commercial Assessments	\$ 4,950,000
Residential Assessments	\$ 650,000
Total Assessments	\$ 5,600,000
ANNUAL JOB CREATION	
Job Creation from PACE Investment	112
Job Creation from Savings Reinvestment	14
Job Creation (County-wide)	126
ANNUAL COUNTY REVENUE	
Increase in Property Value	\$ 2,800,000
Additional Property Tax Revenue	\$ 38,649
Additional Discretionary Sales Surtax	\$ 32,000
Additional Building Permit Fees	\$ 59,150
Additional Contractor License Fees	\$ 1,965
Total Annual Revenue Increase	\$ 131,764

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**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY THE
FLORIDA PACE FUNDING AGENCY**

Between

SANTA ROSA COUNTY, FLORIDA,

and

THE FLORIDA PACE FUNDING AGENCY

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**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY THE
FLORIDA PACE FUNDING AGENCY**

THIS NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT is made and entered into as of _____ 1, 20__ (the "Subscription Agreement"), by and between Santa Rosa County, a political subdivision of the State of Florida (the "Subscriber"), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the "Agency"), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges, benefits, powers and terms provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the "Supplemental Act"), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

"Board of Directors" means the governing body of the Agency.

"Agency" means the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government. The name or acronym PACE is derived from the concept commonly referred to as 'property assessed clean energy' and relates hereto to the provisions of general law related to energy efficiency, renewable energy and wind resistance improvements encouraged by Section 163.08, Florida Statutes.

"Agency Charter Agreement" or **"Charter"** means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

"Financing Agreement" means the agreement authorized hereunder and by the Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other instrument relating to the issuance or security of any bond or Obligations of the Agency and any agreement between the Agency and the Subscriber, pursuant to which the Subscriber and Property Owners obtain access to funds provided by the Agency.

"Obligations" shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued hereunder or pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

"Pledged Funds" shall mean (A) the revenues derived from Special Assessments and other moneys received by the Agency or its designee relating to some portion thereof, (B) until applied in accordance with the terms of the Financing Documents, all moneys in the funds, accounts and sub-accounts established thereby, including investments therein, and (C) such other property, assets and moneys of the Agency as shall be pledged pursuant to the Financing Documents; in each case to the extent provided by the Board of Directors pursuant to the Financing Documents. The Pledged Funds pledged to one series of Obligations may be different than the Pledged Funds pledged to other series of Obligations. Pledged Funds shall not include any general or performance assurance fund or account of the Agency.

"Program" means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within the jurisdiction of the Subscriber. Unless determined otherwise by the Subscriber, the Agency's Program will be non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Act as the Subscriber sees fit and in the interest of the public.

"Property Owner" means, collectively, all of the record owners of real property subject to a Financing Agreement.

"Qualifying Improvements" means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the record owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

"Special Assessments" means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by participating property

owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

“Subscriber” means Santa Rosa County, Florida, by and through its governing body.

“Subscription Agreement” means this interlocal agreement, or if the context requires a similar interlocal agreement between the Agency and any municipality, county or other government or separate legal entity permitted by the Supplemental Act to enter into Financing Agreements as provided for therein. At a minimum, each such Subscription Agreement shall provide for (1) the authority of the Agency to act, provide its services, and conduct its affairs within the subscribing government’s jurisdiction; (2) the Agency to facilitate the voluntary acquisition, delivery, installation or any other manner of provision of Qualifying Improvements to record owners desiring such improvements who are willing to enter into Financing Agreements as provided for in the Supplemental Act and agree to the imposition of non-ad valorem assessments which shall run with the land on their respective properties; (3) the Agency to levy, impose and collect non-ad valorem assessments pursuant to such Financing Agreements; (4) the issuance of Obligations of the Agency to fund and finance the Qualifying Improvements; (5) for the proceeds of such non-ad valorem assessments to be timely and faithfully paid to the Agency; (6) the withdrawal from, discontinuance of or termination of the Subscription Agreement by either party upon reasonable notice in a manner not detrimental to the holders of any Obligations of the Agency or inconsistent with any Financing Documents; (7) and such other covenants or provisions deemed necessary and mutually agreed to by the parties to carry out the purpose and mission of the Agency.

“Supplemental Act” means the provisions of, and additional and supplemental authority described in, Section 168.08, Florida Statutes, as amended.

SECTION 1.02 CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Subscription Agreement; the term “heretofore” shall mean before the date this Subscription Agreement is executed; and the term “hereafter” shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Interlocal Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall

neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The State has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and wind resistance or 'hardening' programs achieving hurricane and wind damage mitigation.

(B) Home and business energy consumption accounts for approximately 70% of the overall usage of electric energy. The State of Florida has adopted a schedule for increasing the energy performance of buildings subject to the Florida Energy Efficiency Code for Building Construction Chapter 553, Florida Statutes.

(C) A significant contributor to statewide and local greenhouse gas emissions is the inefficient use of energy by existing building stock. Installing energy efficiency and renewable energy improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions and increased energy conservation.

(D) Reductions in greenhouse gas emissions will in all reasonable likelihood contribute to improved air quality, lower fossil fuels use, energy independence and security, promote the creation of jobs and economic development by stimulating "green industries" and save consumers money by reducing energy consumption.

(E) Hardening improvements on properties by advancing resistance to wind damage is smart and proactive hurricane mitigation and attracts sustainable long term employment and uniquely local commerce. Such actions serve to avoid huge unbudgeted expenditures in reacting to climatic disasters such as hurricanes and storms, reduce insurance claims, reduce insurance rates, reduce risk and liability, and protect persons, and property, and improvements to real property.

(F) There exists a vast quantity of existing structures with many years of remaining life before replacement, and these structures are not nearly as energy efficient as typical newly constructed buildings, nor do many existing buildings have renewable energy systems installed to provide some or all of their electric energy needs, nor are these structures as well protected from wind and storm damage as they could be.

(G) The State Legislature has determined there is a compelling state interest in enabling property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, the Subscriber and its property owners and inhabitants.

(H) The expected life of energy efficiency, renewable energy, and wind resistance Qualifying Improvements may require a longer-term cost recovery period than offered by traditional equity financing may afford, necessitating an alternative financing option to pay the costs to install the Qualifying Improvements while sharing the costs of the Qualifying Improvements over the useful life of the Qualifying Improvements.

(I) Existing homeowners and business property owners may find it not cost effective to refinance their properties to install Qualifying Improvements and/or the lending markets may effectively discourage property owners from financing Qualifying Improvements with traditional equity financing options.

(J) Facilitating the provision of Qualifying Improvements, the funding, and the repayment by participating property owners through the use of Special Assessments not only will relieve burdens emanating from and provide benefits to assessed property in terms of increased value, use and enjoyment, but will serve the public interest by preserving and protecting the environment, implementing hurricane mitigation, and promoting reasonable, smart and local economic activity.

(K) The Agency has secured a binding final judgment, binding and only advantageous to the Agency, which has statewide effect. Such judgment carefully relieves the Subscriber from cost and liability associated with implementation of the Agency's Program.

(L) The Agency has provided evidence to the Subscriber that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense, open public governance and oversight, staffing in the form of qualified third-party administration, active funding provider servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) that the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements, and (3) that the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture.

(M) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of Santa Rosa County) and the voluntary participation in the Program by Property Owners will provide a heretofore unavailable or alternative financing option to finance and repay the costs to provide and install Qualifying Improvements in Santa Rosa County.

(N) The provision of financing to a Property Owner who decides to participate in the Program requires by law using non-ad valorem assessments levied by the Agency on the property pursuant to the Supplemental Act which must be collected pursuant to Chapter 197, Florida Statutes. Such collection method minimizes risk of failure for non-payment and provides a more efficient, fair and cost effective means of enforcement of any Special Assessment to both the Property Owner and the Agency's funding providers. In addition, the Agency now, by an through its funding provider, employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding. This

additional review process is required by and not only serves the risk concerns of the funding provider, but serves to accomplish more careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the Subscriber and the compelling State interests involved.

(O) Given other priorities, the Subscriber does not wish to deploy currently available and recurring funds or to incur debt to establish a program similar to the Agency's Program; and recognizes that if it does initiate its own program it may be necessary that it commit time, staffing and monetary resources and that it may be necessary to borrow the moneys necessary for such purpose and secure repayment thereof by the proceeds derived from non-ad valorem assessments it imposes and likely also pledge other sources of revenue. However, regardless of any other approach which could be chosen by the Subscriber, the Subscriber can concurrently and presently authorize and approve the Agency to separately make the Agency's non-exclusive Program and independent funding for Qualified Improvements immediately available to Property Owners and the local economy of Santa Rosa County.

(P) The Subscriber finds that local needs and conditions warrant the establishment of the Agency's non-exclusive Program within the jurisdiction of the Subscriber as a direct and immediate means to non-exclusively implement and advance positive local economic activity, job creation, energy efficiency, renewable energy and wind resistant activities.

(Q) It is reasonable and in the interest of the health, safety, and welfare of the Subscriber and its inhabitants that the Subscriber subscribe to the availability of the Program within the Subscriber's jurisdiction. The Agency is authorized hereby, by law and pursuant to the provisions of the Supplemental Act to undertake the Program.

(R) This Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

[Remainder of page intentionally left blank.]

**ARTICLE II
SUBSCRIPTION**

SECTION 2.01. AUTHORITY.

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is hereby authorized to act to provide its services, and conduct its affairs, within the boundaries of the Subscriber's jurisdiction.

(C) The execution of this Subscription Agreement evidences the express authority and concurrent transfer of all necessary powers to the Agency, and the covenant to reasonably cooperate by the Subscriber, so that the Agency may facilitate, administer, implement and provide Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting there from, as contemplated by the Supplemental Act as the same may be amended from time to time.

(D) By resolution of the governing bodies of each of the parties and as implemented pursuant by this Subscription Agreement, all power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the Subscriber.

(E) This Subscription Agreement may be amended only by written amendment hereto.

SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED.

The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.

SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.

(A) The Board of Directors may adopt from time to time by resolution such rates, fees or other charges for the provision of the services of the Agency to be paid by the record owner of any property, pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, but shall be just and equitable and uniform at the time of imposition for the record owners in the same class of or within each subscribing local governmental jurisdiction electing to enter into any Financing Agreement described in the Supplemental Act and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

(D) Notwithstanding anything in this Subscription Agreement to the contrary, the Agency may establish a general fund and/or performance assurance account into which moneys may be deposited from an annual surcharge upon the Special Assessments imposed, pledged to or collected by the Agency. Any moneys deposited to such general fund account from such a surcharge shall be considered legally available for any lawful purpose approved by the Board of Directors. Moneys in such general fund and/or performance assurance account may be used to pay for or reimburse initial costs and expenses advanced or associated with start-up costs, feasibility studies, economic analysis, financial advisory services, program development or implementation costs or enhancements, public education, energy audits, administration, quality control, vendor procurement, and any other purpose associated with the purpose or mission of the Agency approved by the Board of Directors.

SECTION 2.04. FINANCING AGREEMENTS.

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.

(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency's authorized non-ad valorem assessments.

SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.

(A) Upon execution by the record owners and the Agency, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution as required by Section 163.08(8), Florida Statutes. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency is authorized to and shall provide a digital copy to the property appraiser or tax collector of the recorded Financing Agreement or summary thereof, the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes, as a non-ad valorem assessment.

SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.

(A) Subscriber will require, if possible, and encourage the tax collector or property appraiser to only impose, charge, or deduct the minimum amount allowed by general law for the collection or handling of the Special Assessments which are the subject of this Subscription Agreement.

(B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the compelling State interests described in the Supplemental Act, the Subscriber urges either the waiver of such fees by the tax collector and property appraiser or a flat five dollar (\$5) fee per year per tax parcel for such purposes which shall be paid by the Agency via deduction, by the institutional trustee required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

SECTION 2.07. PLEDGE OF PROCEEDS FROM NON AD VALOREM ASSESSMENTS.

(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency or Subscriber shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, the Agency is

authorized to take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber or taxation in any form of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber except as to the respective Special Assessments in the manner provided herein and by law.

SECTION 2.08. CARBON OR SIMILAR CREDITS. The form of Financing Agreement in each instance shall provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose. The Financing Agreement, in each instance, shall separately and expressly confirm that consideration therefore is in the form and substance of economies of scale provided by the Agency and its programs and \$1 and other good and valuable consideration provided to and received by the Property Owner, or such other statement of consideration as shall be appropriate under the circumstances. By execution hereof any such interest in mitigation credits shall be assigned by the Subscriber to the Agency without any future action by the parties. Provided, however, the Subscriber shall upon request from time to time execute and deliver all such documents as may be reasonably required to further evidence the assignment and transfer of such interests to the Agency. Such credits expressly exclude investment tax credits available under the Internal Revenue Code or monetary rebates available to the Property Owner.

[Remainder of page intentionally left blank.]

**ARTICLE III
GENERAL PROVISIONS**

SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS. This Subscription Agreement constitutes a joint exercise of power, privilege or authority by and between the Subscriber and the Agency and shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Interlocal Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

SECTION 3.02. DISCLOSURE.

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency's Charter Agreement, (3) the Final Judgment in *Fla. PACE Funding Agency v. State*, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency's mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so, each subscribing local government by entering into a subscription agreement of this nature authorizes the availability of the Agency's uniform program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency's mission.

(C) Each of the various advisors, consultants, attorneys or other professionals engaged by the Agency has been, and shall in the future be, disclosed to the Subscriber. The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver.

SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.

(A) The term of this Interlocal Agreement shall commence as of the date first above written, and initially continue for the next three (3) full fiscal years (ending September 30)

following execution hereof. The term of this Agreement shall then be renewed for successive three-year periods, unless either party provides notice to the other in writing of intent to terminate not later than 180 days prior to the end of any three-year term, or as otherwise agreed to by the parties in writing. Provided, however either party may unilaterally terminate this Agreement prior to any Financing Agreements being executed or, if earlier, the issuance of any Obligations of the Agency secured by Pledged Revenues derived from within the jurisdiction or boundaries of the Subscriber.

(B) In the event of any termination hereunder, and so long as the Agency has Obligations outstanding which are secured by Pledged Revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive such termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to the collection of assessments in due course).

(C) In light of the unique nature of the Agency's program and in recognition of the capital investment made by the Agency and its contracting parties, and in order to maximize the benefits of a uniform implementation of a program under the Supplemental Act, the Subscriber covenants that it will not terminate this Agreement without cause. Provided, however, the Agency's powers to be employed and exercised hereunder shall be non-exclusive, and the Subscriber is free to and reserves the right to enter into or otherwise commence another program for financing Qualified Improvements using non-ad valorem assessments either under the Supplemental Act or pursuant to its home rule powers upon written notice to the Agency of its decision to do so.

SECTION 3.04. AMENDMENTS AND WAIVERS.

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

(B) To the extent the Agency has no outstanding bonds, Obligations or other evidence of indebtedness, this Subscription Agreement may be amended or modified or provisions hereto waived upon the written consent of all parties hereto.

(C) To the extent the Agency has outstanding bonds, Obligations or other evidence of indebtedness arising from Financing Agreements relating to properties within the jurisdiction or boundaries of the Subscriber, this Subscription Agreement may not be amended or modified in any way that is materially adverse to holders of such bonds, Obligations or other evidence of indebtedness without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of such bonds, Obligations or other evidence of indebtedness (exclusive of any warrants issued by the Agency) then outstanding, or any insurer duly authorized to provide such consent on behalf of such holders.

SECTION 3.05. NOTICES.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for "next business day" service) to the parties at the following addresses:

Subscriber: Santa Rosa County
ATTN: County Administrator
6495 Caroline Street West, Suite D
Milton, Florida 32570

With a copy to: Santa Rosa County
ATTN: County Attorney
6495 Caroline Street West, Suite M
Milton, Florida 32570-4592

Agency: Executive Director
Florida PACE Funding Agency
c/o City of Kissimmee
101 North Church Street, Fifth Floor
Kissimmee, Florida 34741

With a copy to: Program Counsel for the Florida PACE Funding Agency
P.O. Box 14043
Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

SECTION 3.06. QUALITY CONTROL AND COMMUNICATION. For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which are within industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder, the Subscriber is encouraged to objectively and specifically communicate to the Agency in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by the Agency. The Agency through its

administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review.

SECTION 3.07. IMMUNITY; LIMITED LIABILITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the incorporators or members of the Agency shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Subscriber and Agency acknowledge and agree that the Agency shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(C) Neither the Subscriber, nor the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

SECTION 3.08. BINDING EFFECT. This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

SECTION 3.09. SEVERABILITY In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent

jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 3.10. EXECUTION IN COUNTERPARTS. This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3.11. APPLICABLE LAW. The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the appropriate state court in Leon County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

SECTION 3.12. ENTIRE AGREEMENT. This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Non-Exclusive Interlocal Subscription Agreement to be duly executed and entered into as of the date first above written.

SANTA ROSA COUNTY, political
subdivision of the State of Florida

(SEAL)

By: _____
Jim Melvin, Chair
Board of County Commissioners

ATTEST:

Approved as to form:

Donald C. Spencer, Clerk of Court

Angela Jones, County Attorney

IN WITNESS WHEREOF, the undersigned have caused this Interlocal Agreement to be duly executed and entered into as of the date first above written.

THE FLORIDA PACE FUNDING AGENCY

(SEAL)

By: _____
Michael H. Steigerwald, Executive Director

ATTEST:

Donald T. Smallwood, Assistant Secretary

RESOLUTION NO.: _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SANTA ROSA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, NECESSARY TO SERVE AND ACHIEVE THE COMPELLING STATE INTEREST OF FINANCING ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS, RENEWABLE ENERGY IMPROVEMENTS AND WIND RESISTANCE IMPROVEMENTS; AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT WITH THE FLORIDA PACE FUNDING AGENCY; PURSUANT TO WHICH THE AGENCY WILL ADMINISTER A FINANCING PROGRAM FOR SUCH IMPROVEMENTS WITHIN THE BOUNDARIES OF THE COUNTY; AUTHORIZING AND DIRECTING COUNTY OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS TO TAKE SUCH ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES HEREOF; PROVIDING FOR AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.08, Florida Statutes (the "Supplemental Act"), authorizes counties, municipalities and certain separate interlocal local government entities to establish and administer financing programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (as referred to therein, the "Qualifying Improvements"), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"), levied upon the improved property pursuant to financing agreements between the owner thereof and the local government (the "Financing Agreements"); and

WHEREAS, pursuant to the Supplemental Act or as otherwise provided by law, local governments may enter into a partnership with other local governments for the purpose of providing and financing Qualifying Improvements, and a Qualifying Improvement program may be administered by a third party at the discretion of the local government; and

WHEREAS, installing Qualifying Improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions; and

WHEREAS, increased energy conservation, and installing wind resistance improvements on existing structures can reduce repair and insurance costs, and the burdens placed on surrounding properties resulting from high wind storms and hurricanes; and

WHEREAS, the Florida PACE Funding Agency (the "Agency"), is a separate legal entity and unit of local government, and was established by separate interlocal agreement for the express

purpose of providing a scalable and uniform platform to facilitate the financing of Qualifying Improvements to local governments throughout Florida; and

WHEREAS, the mission of the Agency is to and undertake, cause and/or perform all such acts as are necessary to provide a uniform, efficient, and scalable statewide platform in Florida, so that, when and if embraced by individual local governments and interested property owners, the Agency can facilitate the provision, funding and financing of energy conservation, renewable energy, and wind-resistance improvements to Florida properties; and

WHEREAS, the Agency has provided evidence to the County that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense and not at the expense of the taxpayers of Santa Rosa County, open public governance and oversight, staffing in the form of qualified third-party administration, an active funding provider, servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) that the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements in Santa Rosa County, and (3) that the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture; and

WHEREAS, the availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of Santa Rosa County) and the voluntary participation in the Program by property owners will provide a heretofore unavailable and alternative financing option to finance and repay the costs to provide and install Qualifying Improvements to property owners desiring them in Santa Rosa County; and

WHEREAS, the Agency, by an through its funding provider, employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding, which, not only serves the risk concerns of the funding provider, but serves to provide a careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the County and the compelling State interests involved, while at the same time protecting the interests of mortgage or other lien holders not on parity with taxes and assessments; and

WHEREAS, the statewide platform offered by the Agency does not require exclusivity, has in fact attracted immediately available capital that does not require any County financial support

or use of its credit, is fundamentally designed to be the most market competitive program available in its terms and rates, offers significant advantages over other programs or individualized local approaches, including, (i) limited liability for local government subscribers ; (ii) the present availability of financial resources to begin funding immediately and to also fund growing demand; (iii) cost savings resulting from efficiencies of scale and reduced startup and implementation expenditures; (iv) high quality and competitive set of program attributes and review processes which protect property owners and contractors alike ;and (v) the ability to foster locally advantageous statewide partnerships with commercial and industrial groups, educators, energy auditors, contractors, suppliers and installers; and

WHEREAS, the County, given other priorities, does not wish to deploy, currently available and recurring funds or to incur debt to establish a program similar to the Agency's Program; and recognizes that if it does initiate its own program, it may be necessary that it commit unanticipated significant time, staffing and monetary resources of derived from all taxpayers, to address damage and cleanup issues caused by windstorms and hurricanes that could be reduced through implementation of this Improvement Program and that, as an alternative or supplement to any other program or approach chosen by the County, the County can immediately authorize and approve the Agency to make the Agency's non-exclusive Program and funding for Qualified Improvements available to Property Owners and the local economy in Santa Rosa County; and

WHEREAS, the County finds that local needs and conditions reasonably warrant the establishment of the Agency's non-exclusive Program within the jurisdiction of the County as a direct and immediate means to non-exclusively implement and enhance positive local economic activity, job creation, energy efficiency, renewable energy, community safety and wind resistant activities; and

WHEREAS, it is reasonable and in the interest of the health, safety, and welfare of the County and its inhabitants and taxpayers that the County subscribe to and authorize the availability of the Agency's Program within Santa Rosa County in the manner authorized herein by law;

WHEREAS, this Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and

job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SANTA ROSA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted.

SECTION 2. NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT. The Non-Exclusive Interlocal Subscription Agreement ("Subscription Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein, is hereby approved. The Chairman of the Board of County Commissioners is hereby authorized and directed to execute the Subscription Agreement on behalf of the County. The County hereby delegates to the County Administrator, or his or her designee, the discretion and authority to allow the Agency to use and display the County logo or seal for the Agency's written and, if applicable, televised communications associated with the Program. The County Administrator or the County Administrator's designee, County Attorney, County staff, officials and agents are hereby authorized and directed to take such actions and execute and deliver such other documents as may be necessary or desirable in furtherance of the purposes set forth herein and in the Subscription Agreement.

SECTION 3. AUTHORIZATION. Through adoption of this Resolution and execution of the Subscription Agreement as provided hereunder, the County is expressly authorizing the Agency to provide its services, as set forth in the Agency's charter, within the County, pursuant to the Subscription Agreement. This Resolution is and shall be deemed to constitute a resolution of the County authorizing the transfer of the function or power to provide the Agency's services and conduct its affairs within the County to the Agency in conformance with Article VIII, Section 4 of the Florida Constitution. Adoption of this Resolution evidences the express authority and concurrent transfer of all necessary powers to the Agency, if required, and the covenant to cooperate by the County, so that the Agency may facilitate, administer, implement and assist in providing Qualifying Improvements, facilitate Financing Agreements and non-ad

*Resolution authorizing execution of
Non-exclusive Interlocal Subscription Agreement
with Florida PACE Funding Agency*

valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting from the mission of the Agency, as contemplated by the Supplemental Act, as the same may be amended from time to time. All power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the County.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this ____ day of _____ 20____.

SANTA ROSA COUNTY, a political
subdivision of the State of Florida

(SEAL)

By: _____
Jim Melvin, Chair

ATTEST:

Approved as to form:

Donald C. Spencer, Clerk of Court

Roy V. Andrews, County Attorney

LIP 6 Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) made and entered into in duplicate on the _____ day of _____ 2014, by and between Santa Rosa County (the Board) on behalf of Santa Rosa Medical Center, and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2014-2015, passed by the 2014 Florida Legislature, Board and the Agency, agree that Board will remit to the State an amount not to exceed a grand total of \$1,304,451. Please note this amount may include credits from prior year's IGT reconciliations (a breakdown can be found below). The LOA's original amount prior to credits was \$1,394,900.
 - a. The Board and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the Board and the State of Florida at large.
 - b. The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the Low Income Pool (LIP) Program.

2. The Board will pay the State an amount not to exceed the grand total amount of \$1,304,451. The Board will transfer payments to the State in the following manner:
 - a. The first quarterly payment of \$326,112 for the months of July, August, and September is due upon notification by the Agency.
 - b. Each successive payment of \$326,113 is due as follows, November 30, 2014, March 31, 2015 and June 1, 2015.
 - c. The State will bill the Board each quarter payments are due.

3. Timelines: This agreement must be signed, submitted, and received by the Agency no later than October 1, 2014 for all providers listed on Table 2a of the House Bill 5001 in order to be effective for SFY 2014-2015. Should funding not be secured by October 1, 2014 the Agency will execute with other local governmental entities by October 31, 2014. House Bill 5001 Specific Appropriation 212 language is as follows:

In order for the agency to certify the qualified nonfederal share of matching funds, a local governmental entity must submit a final, executed letter of agreement to the agency, which must be received by October 1, 2014 and provide the total amount of nonfederal share of matching funds authorized by the entity under this paragraph or the General Appropriations Act. If Table 2a funds are not secured by October 1, 2014, the Agency for Health Care Administration may execute letters of agreement with other local governmental entities by October 31, 2014.

4. Attached is the LIP 6 schedule reflecting the anticipated annual distributions for State Fiscal Year 2014-2015.

5. The Board and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this LOA. Further, the Board and State agree that the Board shall have access to these records and the supporting documentation by requesting the same from the State.
6. The Board and the State agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
7. The Board confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
8. The Board agrees the following provision shall be included in any agreements between the Board and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.
9. This LOA covers the period of July 1, 2014 through June 30, 2015 and shall be terminated June 30, 2015.

LIP 6 Local Intergovernmental Transfers (IGTs)	
State Fiscal Year 2014-2015	
IGTs Needed Prior to Credits	\$1,394,900
SFY 1213 IGT Rec Credits	\$90,449
Total Funding	\$1,304,451

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this LOA on the day and year above first written.

Santa Rosa County

State of Florida

Signature

Stacey Lampkin
Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration

Name

Title

Hunter Walker

From: Whipkey, Jared <jared.whipkey@hma.com>
Sent: Wednesday, September 17, 2014 4:37 PM
To: Roy Andrews
Cc: Wright, Phillip; Roach, Eric P; Sarah Fitzgerald (sf@hfgflorida.com); Goldstone, Marc D; Healey, Michael P; Hunter Walker
Subject: Hospital lease amendment for review
Attachments: Seventh Amendment to Lease Agreement - Santa Rosa.doc

Mr. Andrews,

I have attached a proposed seventh amendment to our current lease with the county. We are proposing to extend our lease for 5 years and we believe the amount of \$1.425 million to be consistent with the fair market value of the extension. Please let us know if you have any questions on the amendment.

Thanks

Jared

Jared Whipkey | Chief Financial Officer | Santa Rosa Medical Center
6002 Berryhill Road | Milton, FL 32570 | Tel: 850-626-5103

Santa Rosa
●●● MEDICAL CENTER
Close By. Far Better.

SEVENTH AMENDMENT TO AND LEASE AGREEMENT

THIS SEVENTH AMENDMENT TO LEASE AGREEMENT (the “**Seventh Amendment**”) is made as of the 25th day of September, 2014 (the “**Effective Date**”) between the **Santa Rosa County, Florida**, a political subdivision of the State of Florida, acting through its Board of County Commissioners (“**Lessor**”), and **HMA Santa Rosa Medical Center, LLC**, a Florida limited liability company (“**Lessee**”).

RECITALS:

A. Lessor and Lessee entered into a Lease Agreement dated September 30., 1985 (the “**Lease Agreement**”), as amended by an Amendment to Lease Agreement dated as of August 31, 1994 (the “**First Amendment**”), an Assignment and Assumption and Second Amendment to Lease Agreement dated as of May 15, 1996 (the “**Second Amendment No. 1**”), a Second Amendment to Lease Agreement dated as of December 9, 1999 (the “**Second Amendment No. 2**”), a Third Amendment to Lease Agreement dated as of August 25, 2005 (the “**Third Amendment**”), a Fourth Amendment to Lease Agreement dated as of September 8, 2011 (the “**Fourth Amendment**”), a Fifth Amendment to Lease Agreement dated as of September 12, 2013 (the “**Fifth Amendment**”), and a Sixth Amendment to Lease Agreement dated as of July 1, 2013 (the “**Sixth Amendment**”) (collectively, the “**Lease**”), pertaining to certain real property, facilities and other assets including, but not limited to, the HMA Santa Rosa Medical Center Hospital and medical office building located in Milton, Florida as more particularly described in the Lease (the “**Leased Premises**”); and

B. Lessee desire to amend the Lease to extend the Lease Term and modify the Rent, all in accordance with the terms and conditions of this Seventh Amendment.

IN CONSIDERATION of the foregoing Recitals and the mutual terms and conditions set forth below, the parties mutually agree as follows:

1. **Recitals**. The foregoing Recitals are true and correct and are hereby made a part hereof for all purposes.

2. **Defined Terms**. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

3. **Parties**. The Fourth Amendment, Fifth Amendment and Sixth Amendment mistakenly identify the Lessee as Santa Rosa County, Florida and the Lessor HMA Santa Rosa Medical Center, LLC. The parties hereby ratify and confirm that Santa Rosa County, Florida is and always has been the Lessor and that HMA Santa Rosa Medical Center, LLC, and its predecessors, is and always has been the Lessee under the Lease.

4. **Term (Article I)**. Section 1.02 of the Lease is hereby deleted in its entirety and replaced with the following:

1.02. **Term.** The Term of this Lease that commenced on the same date as the Closing referred to in Section 1.05 of the Purchase Agreement (the “Commencement Date”) and expires on September 30, 2045, except as provided in Articles 11 and 13, is hereby extended for an additional five (5) years (“**Extension Term**”) and shall now expire and terminate on September 30, 2050, unless sooner terminated as provided in the Lease. The Lease Term and Extension Term will be collectively referred to as the “**Term.**”

5. **Rent (Article 2).** A new Section 2.04 is hereby added to the end of Article 2 immediately after Section 2.03 as follows:

2.04 **Extension Term Prepaid Rent.** In exchange for Lessor agreeing to the Extension Term, Lessee agrees to pay Lessor prepaid rent in the amount of \$1,425,000 on or before September 30, 2014 (“**Extension Term Prepaid Rent**”).

6. **Authority.** Lessor and Lessee each represent and warrant that, as of the date of this Seventh Amendment, they are each duly authorized and have the full power, right and authority to enter into this Seventh Amendment and to perform all of their respective obligations under this Seventh Amendment and the undersigned individuals executing this Seventh Amendment have the authority to execute and deliver this Seventh Amendment to the other party.

7. **Ratification.** Except as expressly modified by this Seventh Amendment, all terms, covenants, obligations and provisions of the Lease shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this Seventh Amendment shall directly conflict with any provision contained in the Lease, then this Seventh Amendment shall control.

8. **Headings.** The headings contained in this Seventh Amendment are for reference purposes only and shall not modify or affect this Seventh Amendment in any manner whatsoever.

9. **Severability.** Section 16.09 of the Lease Agreement shall be incorporated herein by reference and shall apply to this Seventh Amendment.

10. **Construction.** Language of all parts of this Seventh Amendment shall be construed as a whole according to its fair meaning. The parties acknowledge and agree that this Seventh Amendment was initially prepared by counsel for Lessee solely as a convenience and that all parties and their counsel have read and have fully negotiated the language used in this Seventh Amendment. The parties acknowledge and agree that because all parties and their counsel participated in negotiations in drafting this Seventh Amendment, no rule of construction shall apply to this Seventh Amendment which construes any language, whether ambiguous, unclear or otherwise, in favor of or against any party by reason of that party's role in drafting this Seventh Amendment.

11. **Copy of Agreement Valid.** The Parties agree that executed copies and facsimile copies of this Seventh Amendment shall be valid and binding and that a signature transmitted by facsimile shall be considered an original.

12. **Entire Lease.** The Lease (as amended by this Seventh Amendment) embodies the final, entire agreement between the parties with respect to the subject matter of this Seventh Amendment, and supersedes any and all prior agreements, representations, understandings and commitments, whether oral or written relating to this subject matter, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of or on behalf of the parties to this Seventh Amendment.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned parties have caused this Seventh Amendment to be duly executed as of the Effective Date.

LESSOR:

SANTA ROSA COUNTY, FLORIDA, a political subdivision of the State of Florida

By and through its Board of County Commissioners

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

LESSEE:

HMA SANTA ROSA MEDICAL CENTER, LLC, a Florida limited liability company

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

4811-1965-2126.1
27587/0015

Emily Spencer

From: Hunter Walker
Sent: Tuesday, September 23, 2014 11:49 AM
To: Board of County Commissioners
Cc: Roger Blaylock; Ron Hixson; Tonya Toomey; Emily Spencer; Joy Tsubooka; Roy Andrews
Subject: FW: SRC Franchise Areas CPI workbook.xls
Attachments: SRC Franchise Areas CPI workbook.xls

Board,

Pursuant to Commissioner Cole inquiry at Committee meeting find below information developed by Environmental Department on the annual franchise rate adjustment for two franchise areas in Santa Rosa County. As you will note, the proposed increase effective October 2014 is 1.6% which equates to \$.89/quarter per customer for WastePro and \$.92/quarter per customer for Waste Management. If the Board desires to renegotiate the franchise agreement I recommend you extend the two haulers through December 31, 2014 for that negotiation. My recollection is that three years ago the County spent a good bit of time negotiating what is a very customer friendly and fair adjustment rate which was a good bit lower than that proposed by the two haulers. It will be on agenda for discussion Thursday, call with questions. Hunter

From: Roger Blaylock
Sent: Tuesday, September 23, 2014 8:23 AM
To: Hunter Walker
Subject: FW: SRC Franchise Areas CPI workbook.xls

YI

Roger A. Blaylock, P.E.
Santa Rosa County Engineer
850 981-7100 Office

From: Tonya Toomey
Sent: Monday, September 22, 2014 10:24 AM
To: Roger Blaylock
Cc: Ron Hixson
Subject: SRC Franchise Areas CPI workbook.xls

Attached is the workbook for the south end franchise rate adjustments for the last 3 years (in case you would like more detail).

Franchise Rates (for a 96 gallon container):	July 2011 (start)	Oct. 2012	Oct. 2013	Oct. 2014
Waste Pro	\$51.45	\$53.51	\$54.31	\$55.20
Waste Management	\$53.40	\$55.54	\$56.38	\$57.30
% of Increase/Decrease	n/a	max. 4%	1.5%	1.6%

If you need anything else, please let me know.

Tonya Toomey



SANTA ROSA COUNTY ENGINEERING
ENVIRONMENTAL DEPARTMENT

6065 Old Bagdad Highway
Milton, FL 32583
www.santarosa.fl.gov

4
Roger A. Blaylock, P.E.
County Engineer

Jerrel Anderson, P.E.
Environmental Manager

Memo

To: Hunter Walker, County Administrator
From: Ron Hixson, Environmental Manager *RH*
Thru: Roger Blaylock, P.E., County Engineer *Bob*
Date: August 28, 2014
Re: Residential Solid Waste and Recycling Collection Agreement

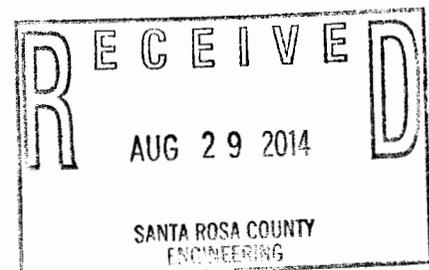
Background: The south end curbside residential solid waste franchises began July 1, 2011. Services included twice a week garbage collection, once a week recycle pickup, every other week yard waste collection, and bulk waste pickup as needed. The original prices for a 96 gallon container, for each franchise area were \$51.45 for Waste Pro, and \$53.40 for Waste Management. This contract has provided an exclusive hauler for each area, reducing the trucks in a subdivision while setting standards for services, as well as, rate adjustments and fees.

Situation: The current agreements are due to be renewed. Both companies have requested the extension. Each contract is renewable for an additional three year term.

Including the next rate adjustment, rates will have increased less than \$4, since the contract beginning in 2011.

Request: We request the Residential Solid Waste and Recycling Collection Franchise Agreement be renewed.

tt



C:\Users\laprilm\Desktop\Franchise Memo.doc



January 9, 2014
Ms Tonya Toomey
Santa Rosa County
Environmental Dept.
Milton, Florida 32570

Tonya,

First and foremost, I would like to express our sincerest gratitude for allowing Waste Pro to be a part of the Franchised Solid Waste Collection. We have always placed your community first and we remain committed to providing the residents of Santa Rosa County the outstanding service level they expect.

Today we are writing to request that our current Franchise Agreement with Santa Rosa County be extended upon expiration of our first term (9/30/2014) as it states in our current agreement. As a committed partner with the County, we look forward to many more successful years as your Franchise Hauler.

Thank you for your consideration and your confidence in Waste Pro.

Regards,

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

Richard Chatham
Waste Pro of Florida



WASTE MANAGEMENT

6303 DaLisa Road
Milton, Florida 32583

January 7, 2014

Mr. Hunter Walker
County Administrator
Santa Rosa County
6495 Caroline Street, Suite M
Milton, FL 32570-4592

Dear Mr. Walker:

Waste Management appreciates the opportunity to partner with Santa Rosa County in providing solid waste solutions for the citizens of Santa Rosa County. Late last year, we notified the County we did not intend to renew our agreement under the terms of the current contract with Santa Rosa County; we have re-evaluated information and request that notification be discarded.

As provided in our April, 2011 agreement, Article 2.3, please accept this Notice of Intent to renew our current agreement with Santa Rosa County. Waste Management requests the renewal for an additional three years commencing at the end of the initial term.

Please do not hesitate to give me a call at 850.357.1151 if you have any questions or need further information.

Sincerely,

A handwritten signature in black ink that reads 'Lynn Yort'.

Lynn Yort
Public Sector Solutions Manager
850 357-1151



**SANTA ROSA COUNTY ENGINEERING
ENVIRONMENTAL DEPARTMENT
6075 Old Bagdad Highway
Milton, FL 32583
www.co.santa-rosa.fl.us**

5
Roger A. Blaylock, P.E.
County Engineer

Ronald C. Hixson
Environmental Manager

Memo

To: Hunter Walker, County Administrator

From: Ronald Hixson, Environmental Manager

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

Date: September 17, 2014

Re: Question on Northend Franchise RFP & Currently Permitted Haulers

Several potential vendors have expressed concerns or requested clarification on Section 1.2 Background Information relating to currently permitted solid waste haulers.

Section 1.2 BACKGROUND INFORMATION (From RFP)

2nd Paragraph

“Within the franchise areas north of the Yellow River, Santa Rosa County shall allow currently-permitted solid waste haulers to continue operation, provided that none of these haulers may use or employ the use of vehicles weighing in excess of 15,000 lbs. /GVW. A list of these currently-permitted haulers is attached hereto as Attachment 2. Said hauler shall not be prevented from renewing their Solid Waste Collection Permit.”

The following questions/concerns have been raised:

Will currently-permitted haulers:

- Be allowed to continue hauling and to have their permits renewed in the franchise areas north of the Yellow River utilizing vehicles less than 15,000 lbs. even if they are not the successful vendor?
- Will the current permitted haulers, utilizing a truck smaller than 15,000 GVW be required to provide all of the services in the RFP?
- Will currently permitted haulers be able to grow their customer base?

Primary concerns:

- The successful vendor will expend significant funds to purchase carts, collection equipment and hire additional staff but could lose substantial revenue if currently permitted haulers can expand their business by offering less services at low cost within the franchise areas.
- The erosion of the successful vendor's customer base, after the beginning operations, could require an increase in fees to the remaining customers in the franchise area to cover the loss of revenue to currently permitted haulers expanding their customer base.

Attachment 2

Currently Permitted Solid Waste Haulers For Santa Rosa County

	Haulers
1.	Allied Waste Services of North America
2.	Creek Waste & Recycling, LLC
3.	J&L Garbage Service
4.	Waste Pro of Florida
5.	Waste Management of Florida
6.	Mark Dunning Industries (Military Only)

As of July 2014



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

HUNTER WALKER, County Administrator
ROY V. ANDREWS, County Attorney
JAYNE N. BELL, OMB Director

M E M O R A N D U M

TO: Board of Commissioners
FROM: *w/w* Hunter Walker, County Administrator
DATE: September 17, 2014
SUBJECT: State Legislature Lobbying Firm

I have been contacted by John Johnson whose firm, Johnson and Associates represented Santa Rosa County as lobbyist with Florida Legislature beginning in January 2006 at an annual rate of \$60,000. The Board solicited proposals for state lobbying services and interviewed ten (10) firms and selected Johnson and Associates. These services were eliminated from the county budget during FY2009 budget process during the economic downturn.

Santa Rosa County will have several important issues in the upcoming Florida legislative session include beach/dune restoration and implementation of the RESTORE Act at the state level which may well benefit from professional advocacy with State Legislature, Governor, etc.

Attached is the request for proposal/qualification format used in 2005. This matter will be on the Committee-of-the-Whole agenda for your consideration.

**NOTICE TO BIDDERS
REQUEST FOR PROPOSALS FOR LOBBYING SERVICES**

Notice is hereby given that the Santa Rosa County Board of County Commissioners is calling for and requesting proposals for lobbying services on the state level. All submitters must be qualified to provide professional lobbying services with the executive and legislative branches of the Florida State Government.

All proposals must be in writing 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., December 6, 2005. Only proposals received by the aforesaid time and date will be considered. Proposals received after the time set for opening will be rejected and returned unopened to the submitter. All proposals shall be sealed and clearly labeled, "**RFP- Lobbying Services.**" Please provide twelve (12) copies of the proposal.

Questions concerning this request should be directed to the Santa Rosa County Administrator, Hunter Walker, at (850) 983-1855.

The Board of County Commissioners reserves the right to accept or reject any and all proposals in whole or in part, and to waive all informalities.

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 – November 9, 2005 - Press Gazette, November 10, 2005 – Navarre Press

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

November 9, 2005

MEMORANDUM

TO: Company Addressed

FROM: Santa Rosa County Procurement Department

SUBJECT: Lobbying Services

Notice is hereby given that the Santa Rosa County Board of County Commissioners is calling for and requesting proposals for lobbying services on the state level. All submitters must be qualified to provide professional lobbying services with the executive and legislative branches of the Florida State Government.

All proposals must be in writing 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., December 6, 2005. Only proposals received by the aforesaid time and date will be considered. Proposals received after the time set for opening will be rejected and returned unopened to the submitter. All proposals shall be sealed and clearly labeled, "**RFP- Lobbying Services.**" Please provide twelve (12) copies of the proposal.

Questions concerning this request should be directed to the Santa Rosa County Administrator, Hunter Walker, at (850) 983-1855.

The Board of County Commissioners reserves the right to accept or reject any and all proposals in whole or in part, and to waive all informalities.

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.

AGREEMENT FOR LOBBYIST SERVICES

THIS AGREEMENT is made this 24th day of January, 2006, by and between Johnson & Associates, ("Lobbyist") whose mailing address is 537 E. Park Ave., Tallahassee, Florida 32301 and Santa Rosa County, Florida, ("County"), a political subdivision of the State of Florida, whose mailing address is 6495 Caroline Street, Milton, Florida 32570.

WITNESSETH:

WHEREAS, Johnson & Associates is a Florida based government relations firm representing clients before the Florida Legislature, state and administrative agencies, the Florida Governor and Cabinet; and

WHEREAS, the County is in need of representation by a professional government relations firm for the purpose of advancing its financial and programmatic needs at the state level of government,

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Lobbyist and the County agree as follows:

1. Term. The Lobbyist agrees to provide professional representation to the County, as an independent contractor, for a term of one year, commencing on January 15, 2006 and ending on January 14, 2007.
2. Scope of Services. The Lobbyist agrees to provide professional lobbyist services and represent the County in matters where such representation is needed by County. The Lobbyist agrees to direct questions regarding the County's needed services to the County Administrator or Chairman unless otherwise directed by these individuals. The Lobbyist agrees to use its best efforts in its representation of County. County understands that the Lobbyist cannot guarantee certain results will be obtained. Anticipated areas in which representation of County may be

required include; transportation issues, growth management issues, local project funding and other state issues which may concern the Board. The Lobbyist agrees to use Jon E. Johnson to represent the County as its primary lobbyist. Due to the nature of the services to be provided by these individuals and the firm of Johnson & Associates under this Agreement, this Agreement shall not be assignable.

3. Fees & Billing. In exchange for the Lobbyist performing professional lobbyist services, the County agrees to pay an annual fee of \$60,000.00 to be paid in equal monthly installments of \$5000.00. County shall not reimburse the Lobbyist for expenses associated with performance of this Agreement with the exception of travel, which shall be reimbursable if pre-approved by the County Administrator. Two trips to Santa Rosa per term shall be provided without charge. The Lobbyist agrees all reimbursable travel expense requests shall comply and be used in accordance with Chapter 112, Florida Statutes. County reserves the right to audit the Lobbyist records regarding reimbursable travel expenses upon reasonable notice to the Lobbyist.

4. Termination. Either party may terminate this Agreement prior to expiration of the term without cause upon 30 days written notice to the other party. Either party may terminate this Agreement for breach of any provision contained herein upon 7 days notice to the other party.

5. Conflict of Interest. The Lobbyist agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. The Lobbyist further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

6. Indemnification. The Lobbyist shall indemnify and hold harmless Santa Rosa County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws or to properly report or pay any applicable federal, state or local fees or taxes.

7. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. The Lobbyist acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

8. Compliance with Laws. The Lobbyist agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

9. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

SANTA ROSA COUNTY, FLORIDA

By: [Signature]
Chairman

ATTEST:

[Signature]
Mary Johnson, Clerk

LOBBYIST:

JOHNSON & ASSOCIATES

By: [Signature]
President

WITNESSES:

[Signature]
Printed Name: Sharon D. Marsh
[Signature]
Printed Name: Hunter Walker

CERTIFIED A TRUE AND CORRECT COPY
MARY M. JOHNSON
CLERK CIRCUIT COURT

By [Signature]
DEPUTY CLERK

BCC Approved 01/12/06

C

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: Tidal Basin
DATE: September 17, 2014

I recommend approval of the attached Tidal Basin Task Order. They continue to assist our departments in the flood recovery effort. This is an estimate and will be reduced, if we are able to complete the FEMA work sooner than expected.

DC/lh

cc: S. Harris

Attachment



Task Order – SR2014-4

This Task Order dated September 17, 2014, is issued under the Agreement by and between Tidal Basin Government Consulting, LLC, (“Consultant”), and the County of Santa Rosa, Florida (“Client”), dated July 2, 2013 (“Agreement”). The Consultant shall perform the Services on the Project as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it applies to the Project described below.

TASK ORDER NUMBER: SR2014-4

PROJECT NAME: April 2014 Severe Weather and Flooding

PART 1.0 PROJECT DESCRIPTION:

To provide grant administration and other professional services to support the Client in their recovery efforts from the severe storms that struck the Florida Panhandle in April 2014, Presidentially Declared Disaster FL-DR-4177.

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY CONSULTANT ON THE PROJECT:

1. The Consultant shall perform work, as directed, for grant application, administration, and management services as described in Exhibit A of the Agreement.
2. The Consultant will provide guidance on execution of the Client’s role and responsibilities under the FEMA Public Assistance Program in compliance with the Stafford Act, applicable federal regulations and policies, and the administrative requirements of the State of Florida
3. The Consultant will assist the Client in developing and implementation appropriate document and information management to maximize opportunity for disaster relief funding.
4. The Consultant will meet daily with Client to determine the Daily Action Plan and keep the Client updated on progress of project development.
5. The Consultant will advise the Client regarding the eligibility of disaster-related losses and expenditures under the FEMA Public Assistance and Hazard Mitigation Programs.
6. The Consultant will make all reasonable efforts to track and document labor and expenditures for providing services under this Task Order in accordance with FEMA policy for reimbursement of costs of administering the Public Assistance Program.



PART 3.0 DELIVERABLES AND ADDITIONAL SERVICES:

- The Consultant will work with the Client to execute recovery from Presidentially Declared Disaster FL-DR-4177.
- Maintain project document tracking system and matrix to support Client PW production, submittal and payment
- Provide a Task Order –specific project work plan with specific project milestones, goals and deliverables
- Gather with Client all documentation, and if needed, create documentation to support PW development
- Assist in development of Project Worksheets (PWs) for Emergency Work and Debris Removal (FEMA Category A & B)
- Assist in development of Permanent Work PWs (FEMA Category C-G)
- Advise the Client regarding participation in Pilot Programs under the Sandy Recovery Improvement Act
- Work with Client, FEMA and the State to identify potential 406 mitigation opportunities, develop justifications and Benefit Cost Analysis

PART 4.0 CLIENT’S RESPONSIBILITIES:

- The Client will timely provide the Consultant with all documentation and information requested and make reasonable effort to provide access to Client representatives and staff as necessary to answer questions as needed.

PART 5.0 PERIOD OF SERVICE:

October 1, 2014 – November 30, 2014

PART 6.0 CONSULTANT’S COMPENSATION FOR SERVICES:

1. Labor –
 - a. Anne Compson - Program Manager \$26,000.00
based on avg of 20 hours/week @ \$145/hr
 - b. Lois Copeland – Senior Grant Management \$21,600.00
Specialist based on avg of 20 hours/week
@ \$120/hr
2. Estimated Expenses – lodging, per diem, mileage \$8,000.00



3. Site Travel Mileage - as needed

\$0.56 per mile

Additional consultants will be added based on Client needs and agreed to with an amendment to this Task Order.

PART 7.0 EXECUTED PRIME AGREEMENT BETWEEN CONSULTANT AND CLIENT ATTACHED HERETO:

IN WITNESS WHEREOF, the parties have executed this Task Order as of the day and year first written above.

COUNTY OF SANTA ROSA
"CLIENT"

TIDAL BASIN GC, LLC
"CONSULTANT"

BY: _____

BY: 

NAME: _____

NAME: Daniel A. Craig

TITLE: _____

TITLE: President/CEO

ADDRESS: _____

ADDRESS: 300 N Washington St, Ste 505

Alexandria, VA 22314

Hunter Walker

From: David Raney <davidraneypt@yahoo.com>
Sent: Wednesday, September 17, 2014 4:11 PM
To: Hunter Walker
Subject: 5K @ Navarre Beach March 28, 2014
Attachments: 5Kroutes.docx

Mr. Hunter Walker,

The FPTA/NW district council and myself are requesting that the SRC Board of Commissioners consider approving a 5k and 1m event that would include the Navarre Beach Pier within the course route. If approval is granted, the event will take place on Saturday March 28, 2014 at 8:00 am (CST).

I have included 2 routes for the Board to consider. Route #1 is the preferred route for the event. If the board does not allow Route # 1, then please consider Route #2

I understand that the Board may have some concerns about the idea, but before you make a decision on this request, please review the proposed crowd control plan, and the map of the course route. (See attachment)

Respectfully,
David Raney

5K ROUTE # 1 *(preferred route which includes the pier)*



Route details and instructions:

- START: Travel west on Gulf Blvd/bicycle path for 1.2 miles until you reach the first checkpoint.
- TURN AROUND at this checkpoint then travel east on Gulf Blvd for 1.2 miles.
- Turn right into the parking lot adjacent to the pier, and travel south towards the pier.
- Enter the Navarre beach pier via the access ramp located on the west side of the pier
- Travel south on pier until you reach the end of the pier.
- TURN AROUND and travel north on the pier.
- Exit the pier on the same ramp that that you used upon entering the pier.
- Travel towards finish line, which will be located on the west side of the parking lot adjacent to the pier.
- FINISH: cross the finish line and go underneath the banner.

Strategies for crowd control:

Pier at the end of the 5K-route:

The pier has been purposely positioned at the end of the 5K-route to prevent a mass crowd of people from entering the pier at once after the event starts. The strategy here is that the runners/walkers will be well dispersed along route before reaching the pier entrance. So, in theory, many of the runners will have entered and exited the pier before the slower participants arrive to the pier entrance.

Set a registration # limit:

A registration limit will be set to no more than 600 participants. (*Last year, we only had around 100 participants who registered & 50 who ran.*)

Divide up participants into corrals:

Divide the participants into 4 corrals and have scheduled start times for each.

Corral A - Under 25 min

Corral B - 25 min – 35 min

Corral C - 35 min – 45 min

Corral D - Over 45 min & Walkers

Have CERT and deputies from SRC Sheriffs Department readily available.

5K ROUTE # 2 (non-preferred route; please consider only if Route #1 is not approved)



- START: Travel west on Gulf Blvd/bicycle path for 1.5 miles until you reach the first checkpoint.
- TURN AROUND at this checkpoint then travel east on Gulf Blvd for 1.5 miles.
- Turn right into the parking lot adjacent to the pier
- Travel towards finish line located in this parking lot
- FINISH: cross the finish line and go underneath the banner.



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

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



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

HUNTER WALKER, County Administrator
ROY V. ANDREWS, County Attorney
JAYNE N. BELL, OMB Director

M E M O R A N D U M

TO: Board of Commissioners

FROM: *WJW* Hunter Walker, County Administrator

DATE: September 18, 2014

SUBJECT: Tourist Development Director

Santa Rosa County received thirty-four (34) applications for the above cited position. Vernon Compton representing the Tourist Development Council, Human Resources Director DeVann Cook, Economic Development Director Shannon Ogletree, and I served as the selection committee for this recruitment.

The committee reviewed all applications and conducted telephone interviews with eight (8) of the most qualified candidates. From that eight, the committee conducted personal interviews with four (4) finalists and after checking references on the finalists recommend Julie Morgan currently the Tourism Director of Monroe County, Tennessee for the position.

The County Attorney will develop a standard employment agreement with Ms. Morgan with a starting salary of \$68,000.

Attached is copy of resume packet submitted by Ms. Morgan for the position. Please call with questions.

300 Lees Chapel Road
Sweetwater, Tennessee 37874
423-519-3778
mnjmorgan@gmail.com

July 17, 2014

Santa Rosa County
Department of Human Resources
6495 Caroline Street, Suite H
Milton, Florida 32570

Dear Tourist Development Director Hiring Committee,

Thank you for this opportunity to introduce myself. I am very excited about the possibility of working where I love to vacation and live a year for many years. Your county is beautiful and I am aware of the endless opportunities it has offer to tourists as well as potential clients in the tourism and economic development sector of Santa Rosa county.

Tourism is a large economic driver in Santa Rosa County and I would look forward to the opportunity to be involved in increasing visitation to the county, community involvement and marketing development for the most beautiful county in Florida.

In ~~the past~~ I have increased Monroe County by 58% with my marketing endeavors. I have been the spokesperson for the tourism department and represented our county throughout the United States. I actively communicate with the county mayor, county commissioners, city mayors, State of TN Department of Tourist Development, and nationwide tourism industries. As you will see on my resume I meet the qualifications and would truly love to work hands on in unison with the team to promote tourism and economic development, increase conventions and visitation, and market Santa Rosa County and the uniqueness of the area as one of the best places to vacation in the United States because I truly believe it is.

~~I am currently~~ ~~working~~ ~~for~~ ~~the~~ ~~expansion~~ ~~of~~ ~~the~~ ~~tourism~~ ~~industry~~ ~~and~~ ~~economic~~ ~~development~~ ~~growth~~. I bring ten years experience working directly for the county government as well as tourism and economic development stakeholders to the table which is a crucial part of this position. I bring energy, intelligence, and motivation to the table. I would welcome the opportunity to interview with you for the position and speak more in depth on how I can help Santa Rosa County grow and reach new heights. Thank you for your consideration and I look forward to speaking with you soon.

Sincerely,

Julie Morgan, CTP

Julie Morgan

300 Lees Chapel Rd. ■ Sweetwater, TN 37874
423-836-3451 ■ mnjmorgan@gmail.com

Summary:

- * Results-driven national destination tourism leader
- * Proved success in all aspects of destination leadership, branding, sales, and marketing
- * Visionary leader in identifying and pursuing business development, leading award-winning teams to surpass ROI goals, and instilling common vision to penetrate new business markets.
- * Results working in unison with county government Economic Development offices
- * Strong success record in building resilient board and stakeholder relationships, lobbying at all political levels, forging key local and regional partnerships, developing and executing strategic plans, building partnership value, and organizational relevancy
- * 21 years in tourism industry, 10 years as professional manager.
- * Administration of all daily government Department of Tourism operations.
- * Successfully have analyzed and implemented marketing strategies to increase tourism tax dollars to the economic base of Monroe County Tennessee.
- * Continually research new markets and projects that will enhance the attractions

Areas of Expertise

Project / Account Management	Strong Sales Skills
Budgeting & Forecasting	Tourism Contacts
Leadership Management	Strong Public Speaking Skills
Economic Development	Newsletter Production
Events / Promotions	Social Media
Public Relations	Special Event Organization
Take Ownership of Projects	Highly Organized
Strong Marketing Skills	Grant Writing Projects
Brochure & Vacation Guide Production	Strong Work Ethic

Competencies

- **Integrated Marketing, Strategic Planning & Execution**
Hands-on experience in research, strategic planning, development and implementation of comprehensive marketing plans from concept to completion.
- **Public Relations & Social Media**
Successful leadership of PR and media programs, as well integration of stories / content into social media outlets.
- **Economic & Community Development**
- **Leadership & Communication**
Enthusiastic leader with successful history of working in a cross-functional team environment while supporting the performance of others towards goal accomplishments and fostering growth. Self-starter with a positive attitude as well as an ability to adapt to

changing circumstances and inspire great performance from others. Excellent written, verbal, and listening communications skills. Ability to think independently as well as lead and influence peers, clients, and business partners.

Education: Bachelor of Science, Organizational Management, Tusculum College
Associates of Business, Hospitality/Tourism, Baker College

Certifications: Certified Tennessee Tourism Professional, September 2007
The University of Tennessee

Monroe County Leadership, 2012

Employment:

[REDACTED]
Jul. 2005 - Present

- * Directly supervise daily operations of Monroe County Government Tourism Department
- * Oversee all marketing and advertising decisions for the department while continuously monitoring progress to ensure they are effectively working
- * Attend multiple tradeshows nationwide annually to market and promote visitation as well as attracting and securing potential clients to the county conference center
- * Direct recruitment and retention staff of 6 – 8 employees determine work schedules, reviewing work, conduct on-going departmental training and reviews of personnel
- * Prepare and balance annual fiscal budget for department
- * Traveling about one-third of the time, increased the national profile of the bureau producing growth in the number of national organizations
- * Develop/organize/coordinate and implement strategic planning, special projects, projecting economic impact and return on investment studies related to all bureau operations
- * Believes strongly in the development of a working partnership with area chambers, economic development organizations, airport authorities, port authorities, and others that benefit from the tourism industry efforts of the Convention and Visitors Bureau
- * Strong ability and desire to express tourism related issues and the importance of tourism industry through Public Speaking Opportunities: civic, social, chambers, and other local and regional groups.
- * Ability to actively participate, follow and report on legislation
- * Serve as liaison and spokesman with media, businesses and government
- * Developed and implemented marketing and communications programs, including advertising, public relations, research, website and Visitor Information Center.
- * Created multiple marketing pieces to include brochures, maps, websites, applications, press kits, informational packets, FAM itineraries, & regional itineraries for target groups and feeder markets
- * Write all speeches and articles to be submitted to press or presented to public/stakeholders
- * Direct and oversee project of APP creation for the iPhone & Android for mobile users

Program Coordination at Monroe County Department of Tourism

- * Directly oversee daily operations of two county owned Visitor Centers
- * Prepare Quarterly reports to be presented to county mayor and county commissioners

- * Have written several grants through the federal government and the State of Tennessee, secured funding of over \$456,000.00 in grant money and oversaw disbursement of funding received and administered all contracts
- * Convention and events center planning
- * Created and maintained a Press Kit for Monroe County Tourism for travel writers globally. This has proven to be instrumental in obtaining travel writers.
- * Oversaw the development and currently maintain two tourism county websites including: www.cherohala.org and www.monroecounty.com
- * As a direct result of marketing efforts, 67 countries and all 50 states have visited our County in the last 10 years.
- * Work closely with Economic Development in implementation of increasing growth in county
- * Work in unison with all nationwide, state, regional, and local agencies
- * Worked directly with National Geographic to create the East TN Valley River Corridor project
- * Worked directly with State of TN to create TN Trails and Byways brochures
- * Worked directly with State of TN to implement Civil War Trails project in Monroe County
- * Partner and facilitate area festivals, logistics, planning, and entertainment

2004-2005

- * Oversee the daily operations of the Tourism Council
- * Supervise and lead tourism team at Monroe County
- * Review and strengthen existing marketing plan, implement new plan
- * Devise fiscal budget and implement into daily operations of tourism council
- * Attended multiple tradeshows throughout the U.S. to increase visitation
- * At this time, Monroe County government made the decision to dissolve the 501 C3 Tourism Council and made it an official department under the government.
- * Work in unison with local Economic Development and Chamber of Commerce

**Satellite Booking Agent, All A board Cruises (Currently Out of Business)
2001-2004**

- * Construct itineraries for groups, individuals, families, seniors and student youth
- * Maintain existing client base and market to potential new clients
- * Problem solving abilities gained when managing cancellations or itinerary change issues

**General Manager, Motel 6 Encore Hotels
1999- 2001**

- * Oversee general daily operation of hotel
- * Problem solve any situations presented by guests or staff
- * Responsible for interviewing, training, and hiring personnel
- * Do all employee scheduling, payroll, and benefit
- * Market to potential group operators

**Groups & Meeting Services Agent, Midwest Travel Network
1993-1998**

- * **Book corporate travel for clients in the metro area to include Chrysler, K Mart, General Motors**
- * **Book group/leisure travel for minimum of 100 people**
- * **Create itineraries for the group leisure travel, market the itineraries to student youth and retiree clubs**

JIMMY MATLOCK
STATE REPRESENTATIVE
21ST LEGISLATIVE DISTRICT

219 WAR MEMORIAL BUILDING
NASHVILLE, TENNESSEE 37243
(615) 741-3736

E-MAIL:
rep.jimmy.matlock@capitol.tn.gov

House of Representatives
State of Tennessee

NASHVILLE

MAILING ADDRESS:
190 MATLOCK ROAD
LENOIR CITY, TENNESSEE 37771
OFFICE(865) 986-6533

COMMITTEES:
INSURANCE and BANKING,
SUB-COMMITTEE CHAIRMAN
TRANSPORTATION

January 8, 2014

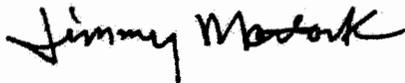
To Whom It May Concern:

I am writing to recommend that Julie Morgan be strongly considered for this position.

Having known Ms. Morgan for some 8 years, I can attest to her stellar record of performance in her job as Tourism Development Director for Monroe County. Tourism impacts our economy, making it very important that the job is done well. She has done an excellent job of attracting folks from outside the county and the state to enjoy the events, towns, and natural beauty of Monroe County.

I highly recommend Ms. Morgan. Her affable personality, hard work ethic, and record of success will prove to be beneficial to you. I know she will serve your county with honor and integrity just as she has served Monroe County.

Sincerely,



Jimmy Matlock
State Representative



J. ALLAN WATSON
MONROE COUNTY MAYOR

105 College Street, Suite 1 • Madisonville, TN 37354 • (423) 442-3981 • Fax (423) 442-7279

August 30, 2010

I highly recommend Julie Morgan as a candidate for any position within the tourism industry she may apply for. While with Monroe County, Julie worked under my leadership as County Mayor of twenty years as the Director of Tourism for five years.

Julie was responsible for creating and maintaining all tourism functions for our county. She prepared the tourism departments financial reports, fiscal budgets, grants, and all the marketing and advertising projects for tourism. Julie is a highly motivated individual that can see projects from the beginning stages to fruition. She has always been able to be trusted to work independently without supervision and would always exceed my expectations.

Julie interacted well with county employees, her staff of employees under her direction, residents of the county, and visiting tourists as well as State of Tennessee officials in Nashville. She made numerous trips out of state and within Tennessee to attend different trade shows to market our area and bring in tourists. She was responsible for making purchasing decisions for the visitor centers under which she took it upon herself to create a business plan proved to be a success. Julie has exceptional written and verbal communication skills. She is always able to meet necessary deadlines and can be depended on to ensure the job gets done while completing these tasks with a very positive, pleasant demeanor. Julie has represented Monroe County well in any situation. I have had her fill in for me in different situations as my representative of the County Mayor's office if I had conflicting events, that is a large statement that I entrusted her as a Director to stand in for me as needed. She takes great pride in her work and thoroughly enjoys the tourism industry, I do believe all of the county has seen that, and enjoys working with her.

One thing I have always said is that Julie is one of the best hiring decisions I have made as the Mayor of Monroe County of twenty years. She has proven to myself, the County Commission, all four City Municipalities, the citizens of our County, and State of Tennessee officials that she is a hard working young lady and goes over and above her duties to bring in visitors to our area.

I highly recommend Julie to you without reservation. If you have any further questions with regard to her background or qualifications, please do not hesitate to contact me. In the present election I was defeated by my opponent that will be taking office September 1st so please feel free to call me at home to discuss the job she is very capable of doing for your organization. She has been retained by the new incoming Mayor as Tourism Director which says a lot about her work because many of the directors lost their positions. Once again, I encourage your phone call.

Sincerely,

J. Allan Watson

Monroe County Tennessee, Mayor TELEPHONE (423) 442-3776



★ VACATION ★
EAST TENNESSEE
MIDDLE EAST TENNESSEE TOURISM COUNCIL

January 2014

Dear Hiring Committee,

I am pleased to recommend Julie Morgan for this tourism position. She is extremely knowledgeable about the industry and has been an integral part of the Middle East Tennessee Tourism Council (METTC). As a regional organization, we can only be as strong as our individual counties. Julie always approaches projects with a cooperative attitude and strives to meet individual agendas as well as the overall purpose of marketing collaboratively.

The contribution she personally makes to the tourism industry of East Tennessee is beyond compare. She works diligently to make the best use of her resources to maximize benefits to Monroe County. In part, it is through her handiwork, that motorcycle touring has become so popular in our region that METTC took on the project of creating a brochure dedicated to the best motorcycle roads in the region. Of course, the Cherohala Skyway and the Tail of the Dragon were key features of the brochure. As Julie promotes these wonderful treasures within her county, she also promotes the entire region.

In addition to the METTC meetings, I have spent many hours with Julie at various conferences such as the annual Tennessee Governor's Conference on Tourism and the Sustainable Tourism Summit. Julie always represents Monroe County in the most professional way possible. She is respected by her peers and her dedication to her position is self-evident. In the face of a down economy, Monroe County was one of few counties in Tennessee to not only maintain the influx of tourism dollars.

Please don't hesitate to call on me if I can provide any additional information.

Cordially,

Molly Gilbert

Molly Gilbert, Director



TENNESSEE DEPARTMENT OF TRANSPORTATION

505 Deaderick Street, Suite 400
Nashville, TN 37243-0349

March 14, 2013

To whom it may concern:

Please accept this letter as my personal recommendation for Julie Morgan. Julie has worked with the Tennessee Department of Transportation on the Cherohala Skyway National Scenic Byway project for the past eight years. The Cherohala Skyway is one of only 150 roadways in the United States designated as a National Scenic Byways by the U.S. Secretary of Transportation. I find Julie extraordinarily passionate about the project and she does an amazing job promoting the Skyway.

Over the past eight years, Julie has worked diligently to develop a successful marketing plan and in so doing; has witnessed a 31% increase in the number of visitors taking a "drive above the clouds" on the Cherohala Skyway. She has helped secure approximately over one hundred seventy-five thousand dollars (\$175,000.00) in grant awards from the National Scenic Byway Program to market and advance the Skyway. The grant process is very competitive and that Julie has been able to acquire eight grant awards over the past eight years confirms the level of her experience and expertise. Julie's knowledge of the Skyway is immeasurable and her determination to expand the Skyway project is awe-inspiring.

Julie is an asset to the Tennessee Byways and National Scenic Byway programs and is a pleasure to work with. In addition to working to secure grant awards and promoting the Skyway, Julie represents the Cherohala Skyway with the highest level of professionalism at trade shows and other various events throughout the United States. Julie has also assisted in the development of two Discover Tennessee Trails and Byways projects (Rocky Top and Tanasi Trail). Julie is a delight to have on the Tennessee Scenic Byways team and it is without hesitation that I would recommend her for any endeavor she wished to pursue.

If you would like to discuss this letter or need further information, please call me at 703-403-8284.

Sincerely,

Pam Monjar
Statewide Program Coordinator
Tennessee Byways / Adopt-A-Highway



January 18, 2014

To whom it may concern,

I am writing on behalf of Julie McDaniel Morgan, Tourism Director for Monroe County. During her leadership period in this position, Julie has leveraged many of the opportunities provided by the Tennessee Department of Tourism Development to increase visitation and revenue expenditures in her county, thus assisting in providing a better quality of life for all of its citizens.

Monroe County can be proud of its ranking of 37 out of 95 in Tennessee based on travel expenditures in the county. (Based on latest statistics from the U.S. Travel Association - 2012)

Julie demonstrates great success in tourism development for her county. Monroe County has been amongst the leaders in East Tennessee with its participation in the Tennessee Civil War Trails, a multi-state program poised for great rewards during the Sesquicentennial Commemoration of the Civil War's 150th anniversary. With four trail markers in the ground, only three other counties in this grand region have more points of interest notated.

I believe the citizens of any community will be greatly served by Julie and highly recommend her.

Respectfully,

A handwritten signature in black ink that reads "Dave Jones". The signature is written in a cursive style with a large, prominent "D" and "J".

Dave Jones
East Tennessee Regional Manager



July 14, 2014

Dear Hiring Committee,

I have known and worked with Julie Morgan for the last ten (10) years as I work with Monroe County with the county economic development efforts. In her current position as Tourism Director for Monroe County Government, Julie has been active in promoting and marketing the community as a great tourism area while jointly supporting the economic development efforts in the county.

I'm sure Julie would be an asset to your organization as the Tourism Development Director and would recommend her for the position.

If you would like, please feel free to contact me for additional information.

With best regards,

Gary

Gary Human

Business Development Consultant

TN Department of Economic & Community Development

520 W. Summit Hill Drive

Knoxville, TN 37902

865-594-8883 (o)

865-210-1333 (c)

gary.human@tn.gov



THE LOST SEA ADVENTURE!

*The Lost Sea Adventure
America's Largest Underground Lake
140 Lost Sea Road Sweetwater TN 37874
(423)337-6616
Fax (423) 337-0803
lostsea@earthlink.net*

3-15-13

To whom it may concern,

I would like to recommend Julie Morgan. I have worked with Julie for nine years in the tourism field. I am the General Manager of the Lost Sea, America's Largest Underground Lake. I can only say wonderful things about what she has done in promoting not only the Lost Sea but our entire county. I believe that the reason that Lost Sea is a top attraction in Tennessee is because of the work Julie has done.

Julie has worked tirelessly attending trade and travel shows throughout the United States to help bring visitors to our area. Julie is constantly thinking of ways to put our county on the map.

During the years Julie has often had to work without staff or any assistance she is a very motivated person. Julie played a large role in making several attractions and sites in our county Civil War Trail sites.

Julie has worked closely with the state of Tennessee to ensure that Monroe County gets the funding, grants and recognition that the county deserves. Working closely with state officials plays a huge role in tourism.

I have found Julie to be neat, punctual and able to handle any situation that is presented to her. I think she would be an asset to any company. I highly recommend Julie Morgan.

*Lisa McClung
General Manager
Lost Sea*

Hunter Walker

From: Sheila Harris
Sent: Monday, September 15, 2014 4:29 PM
To: Hunter Walker
Cc: Tammy Simmons
Subject: FW: Coastal Partnership Initiative Request for Applications (FY 2015-2016)
Attachments: CPI_15-16.pdf; Evaluation Criteria 15-16.pdf

Hunter,

I did not get any responses to this email. Would you like me to add this to next week's agenda for discussion?

Sheila Harris

From: Sheila Harris
Sent: Tuesday, September 09, 2014 10:49 AM
To: Board of County Commissioners
Cc: Hunter Walker; Tammy Simmons; Avis Whitfield; Roger Blaylock; Parks Temp
Subject: Coastal Partnership Initiative Request for Applications (FY 2015-2016)

Dear Commissioners,

The application cycle for the above referenced grant opportunity has recently opened. Please provide your ideas for projects so that I may review them for competitiveness and make a recommendation to the BOCC at an upcoming meeting. For reference, this grant has previously funded both design and construction of items at the Bagdad Mill Site Passive Park. Additionally, we were previously awarded design funds for a project associated with the Gulf Side Walkover Complex on Navarre Beach but those funds were declined due to lack of capital construction funds. Please provide your ideas no later than Tuesday, September 16th.

Grant: Coastal Partnership Initiative FY 2015-2016

Abstract: CPI grants provide support for innovative local coastal management projects in four program areas:

- o Resilient Communities
- o Public Access
- o Working Waterfronts; and
- o Coastal Stewardship.

Eligible entities may apply for grants for community projects such as habitat restoration, park planning and improvements, waterfront revitalization, and improving communities' resiliency to coastal hazards. Note – we have previously focused on the Access to Coastal Resources Category as follows:

Purpose: Projects funded under this category typically involve planning activities and small capital improvement projects that enhance public access to coastal and marine resources. Must be on publicly-owned land or property that is leased in perpetuity for the public's use.

Examples of activities that could qualify for funding: boardwalks, river walks, dune crossovers; fishing piers and overlook or observation structures; canoe/kayak/sailboat launches; acquisition of land that will be open to the public and provide access to coastal resources; restoration of natural shorelines and beach and dune systems affected by

unmanaged and uncontrolled public use; installation of amenities on coastal public parks such as information kiosks, picnic tables, bike racks, benches, signage, lighting.

Grant Application Deadline: October 31, 2014

Implementation Period: July 1, 2015 - June 30, 2016

Number of applications that can be submitted: ONE

Number of locations that the application can address: ONE

Funding Limits: Due to current budget restraints, financial assistance for CPI projects will be limited in the FY 15-16 grant cycle to:

\$10,000 - \$15,000 (planning design & coordination) **OR** \$10,000 - \$30,000 (construction, habitat restoration, invasive plant removal, land acquisition)

Match Requirement: 100% matching (cash or in-kind contributions)

Special Requirement: Due to the one year implementation period, any construction projects must be permitted prior to the award date and a preliminary consultation with appropriate local, state, and federal regulatory agencies must be included within the application to give assurances that the potential project would not be delayed due to permitting.

Please call with any questions.

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

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

incorporated by reference and is available from the FCMP grants website at <http://www.dep.state.fl.us/cmp/grants/index.htm>. To request an application form, contact FCMP staff at the Department of Environmental Protection, Florida Coastal Management Program, MS 47, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000.

(a) Applications shall be received by the FCMP on or before 4:00 p.m., Eastern Time Zone, on the date identified in the notice of availability of funds, which shall be a minimum of 60 days from the publication of the notice.

(b) One originally-signed application, four copies of the application and one CD/DVD version shall be submitted to: FCMP, M.S. 47, ATTN: CPI Applications, 3900 Commonwealth Blvd., Tallahassee, FL 32399-3000.

(c) It is the applicant's responsibility to ensure that one original application, four copies, and one CD/DVD version are delivered at the proper time and place. Applications submitted by fax or other electronic media are not acceptable. Applications received after the exact time and date specified above will be disqualified.

Rulemaking Authority 380.22(3) FS. Law Implemented 380.22 FS. History--New 10-15-81, Formerly 17-24.04, Amended 12-2-87, Formerly 17-24.040, Amended 11-22-93, 4-30-96, 6-10-01, Formerly 9M-1.004, Amended 8-11-03, 9-11-05, 1-29-09, 9-2-10.

62S-4.007 Review Procedures and Criteria.

(1) Minimum Requirements. Applications must include the following in order to be reviewed by the evaluation committee:

- (a) A signed and complete Title Page;
- (b) A Location Map;
- (c) A Work Plan; and
- (d) A Budget.

(2) Applications that meet the minimum requirements listed in paragraphs 62S-4.007(1)(a)-(d), F.A.C., will be reviewed by an interagency technical evaluation committee of at least three members who are appointed by the FCMP Administrator and have knowledge of current coastal resource management issues and state and federal resource management programs and activities. Each application will be evaluated using the evaluation criteria below. The final score of each application shall be the average of the evaluators' scores.

(3) Evaluation Criteria.

	Maximum Points
(a) The project location is clearly depicted on a map.	10
(b) Project description is clearly presented.	15
(c) Project objectives, tasks, deliverables and timelines clearly relate to the project description.	20
(d) There is a demonstrated need which the project addresses.	25
(e) Project meets purpose of at least one CPI priority.	10
(f) Applicant demonstrates how the project will benefit coastal resource management.	25
(g) Project is feasible and can be completed within one year.	10
(h) Budget and budget narrative clearly show how FCMP funds and match funds will be expended in accordance with paragraph 62S-4.004(2)(d), F.A.C., and demonstrate a cost relationship to project activities.	15
(i) Project costs are reasonable.	10
Total Maximum Points Possible	140

(4) Applications will be funded in rank order by score, depending on the availability of funds. If more than one application receives the same score, those applications will receive equal treatment in making funding decisions.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Office of the Secretary

Coastal Partnership Initiative Request for
Applications, FY 2015-2016

The Florida Coastal Management Program (FCMP) announces the availability of federal funds for innovative coastal projects under its COASTAL PARTNERSHIP INITIATIVE (CPI) for fiscal year 2015-2016. Eligible applicants include Florida's 35 coastal counties and the local governments within their boundaries that are required to include a coastal element in their comprehensive plan. Florida public colleges and universities, regional planning councils, national estuary programs and nonprofit groups may also apply for CPI funds as long as an eligible local government is a partner in the project. Applications must be submitted on the CPI APPLICATION FORM, available from the FCMP website at <http://www.dep.state.fl.us/cmp/grants/index.htm>.

Applications must be received no later than 4:00 p.m. ET, October 31, 2014. Mail CPI applications in accordance with the requirements below to: Florida Coastal Management Program, ATTN: CPI Applications - (Toni Clanton), Department of Environmental Protection, 3900 Commonwealth Blvd., MS 235, Tallahassee, Florida 32399-3000. Electronic and faxed grant applications will not be accepted.

The purpose of the COASTAL PARTNERSHIP INITIATIVE is to promote the protection and effective management of Florida's coastal resources in four priority areas: RESILIENT

COMMUNITIES, COASTAL RESOURCE STEWARDSHIP, ACCESS TO COASTAL RESOURCES and WORKING WATERFRONTS. Chapter 62S-4, F.A.C., describes the priority areas, and includes information on the CPI grant program, CPI Application Form, submittal requirements, and the criteria by which applications are scored and ranked. The CPI Application Form and a copy of Chapter 62S-4, F.A.C., are available from the FCMP grants website at <http://www.dep.state.fl.us/cmp/grants/index.htm>. Please note the following important details regarding the CPI grant process for FY 2014-2015:

1. Applicants must submit one originally signed application, four copies of the application, and one copy of the application on CD or DVD.
2. Projects must be completed within one year between July 1, 2015 and June 30, 2016. Selected projects will be included in the FCMP application to the National Oceanic & Atmospheric Administration (NOAA) for fiscal year 2015-16.
3. PLEASE NOTE: Due to current budget restraints, the FCMP will be unable to grant the max award under Rule 62S-4.004, F.A.C. Applicants can expect the max award to be \$15,000 for planning, design and coordination activities and \$30,000 for construction projects, habitat restoration, invasive exotic plant removal, and land acquisition.
4. Recipients are required to provide 100 percent matching contributions (cash or in-kind) in the form of goods and services that directly benefit the specific grant project. No more than one-half (50%) of match can be provided by a third party.
5. There are additional requirements for applications involving construction, invasive exotic plant removal, habitat restoration, and land acquisition, including:
 - a. In order to show the project is feasible and able to be completed within one year, applicants proposing construction, invasive exotic plant removal and habitat restoration must conduct a preliminary consultation with appropriate local, state and federal regulatory agencies to ensure that there are no environmental concerns that would delay or prevent project start-up. A summary of the consultation must be included in the CPI application or the project will be found to be infeasible to be completed within one year.

- b. Non-profit organizations (NPOs) are not eligible to receive funds for construction, habitat restoration, invasive exotic plant removal, or land acquisition. Applications submitted by NPOs that propose these activities will be disqualified.
- c. Pursuant to NOAA's direction, shoreline hardening projects are not eligible for FCMP funds.
- d. Infrastructure projects should have a clear coastal management component.
- e. Construction and land acquisition activities occurring in designated Coastal Barrier Resource Act units are subject to additional review and approval by NOAA and/or the U.S. Fish & Wildlife Service.

For questions or to request a copy of Chapter 62S-4, F.A.C., or the CPI Application, please contact Ms. Toni Clanton at the address above, call (850)245-2094 or send an email: Toni.R.Clanton@dep.state.fl.us.



Santa Rosa County Board of County Commissioners

Sheila Harris, Special Projects/Grants Director

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

MEMORANDUM

TO: Hunter Walker
DATE: September 17, 2014
FROM: Sheila Harris
RE: RESTORE Act – Direct Component Application for Planning Assistance

The Funding Opportunity Announcement (FOA) associated with the Direct Component of the RESTORE Act was released on September 15, 2014. At this time, applications are limited to requests for planning assistance specific to development of the Multiyear Plan.

The funding announcement will close on March 31, 2015. As requested by the Treasury, we have completed all of the necessary prerequisites for making an application including establishment of a grantsolutions.gov account, submittal of an Operational Self-Assessment and completing the necessary training associated with application development and submittal.

Board approval is requested in order to submit an application for Direct Component funds for planning assistance. No cost sharing or matching is required. Should the Board approve submittal of the planning assistance application, staff will work with Atkins to complete the online application submittal and all applicable forms.

The proposed application will be in the amount of \$111,240 and includes nine months at \$12,000/month associated with Atkins consulting fees and \$3,240 administration request (capped at 3% of request). Attached is additional details on the activities to be funded using planning funds as well as the Funding Opportunity Announcement.

We have also requested clarification from the Treasury regarding the eligibility of pre-award costs, those costs associated with the consulting work that Atkins has conducted on the county's behalf over the last several months. If those costs are determined to be eligible pre-award costs, we will make every effort to obtain reimbursement for those expenses.

Please let me know if you require additional information regarding this request. Please add to the September 22, 2014 agenda for discussion.

Santa Rosa County, FL – Application for Planning Assistance to develop Multiyear Plan

Santa Rosa County will continue to utilize the services of Atkins, the County's RESTORE Act consultant, to assist in the activities of the Local Restore Council's (LRC) efforts to develop the Multiyear Plan. Activities that will be accomplished utilizing planning funds include:

Continuance of Preliminary planning activities

- Finalize categories for classifying projects, with public review and comment.
- Finalize criteria and scoring matrix for evaluating projects within each identified category, with public review and comment.
- Finalize the county's grant application for submitting projects to the SRC LRC consistent with Treasury's Final rule implementing the RESTORE Act.
- Develop presentations for public outreach beyond LRC advertised meetings.
- Coordination with municipalities and utility owners within Santa Rosa County to identify issues of environmental concern.
- Respond to public questions regarding the RESTORE process and possible project opportunities.
- Publish grant application and matrix for public review.
- Solicit grant applications from public in the form of a public announcement
- Continue to provide appropriate information for placement in the County RESTORE website.
- Continue coordination with FDEP, NFWFMD, FWC and NGO's for opportunities to partner on SRC priority projects.

Development of Multi-year plan

- Review each application for completeness in relation to Treasury (Direct Component) and SRC requirements
- Assist the LRC in grading and evaluating submitted projects based on established approved scoring criteria
- Assist the LRC in preparing a "draft" multi-year plan for LRC and public review (Transocean funds only).
- Revise the "draft" multi-year plan based on LRC and public comments. LRC and Board approval to advertise multi-year plan.
- Publish multi-year plan for 45 days, final review and comment
- Assist LRC in submitting multi-year plan using Grant Solutions software.

RESTORE Act
Direct Component – Non-Construction Activities

U.S Department of the Treasury
Office of Gulf Coast Restoration



Initial Announcement

Funding Opportunity Number: GR-RDC-15-001

Catalog of Federal Domestic Assistance (CFDA) number: 21.015

Key Dates: Applications will be accepted on a rolling basis as long as funds are available in an Applicant's allocation. This funding opportunity announcement will close on March 31, 2015. A new funding opportunity announcement may be posted again in April 2015, as determined necessary by Treasury.

RESTORE Act
Direct Component – Non-construction Activities
Funding Opportunity Announcement (FOA)

PART 1

1. **Federal Awarding Agency:** Office of Gulf Coast Restoration, Department of the Treasury
2. **Funding Opportunity Title:** RESTORE Act Direct Component – Non-Construction Activities
3. **Announcement Type:** Initial
4. **Funding Opportunity Number:** GR-RDC-15-001
5. **Catalog of Federal Domestic Assistance (CFDA) number:** 21.015
6. **Key Dates:** Applications will be accepted on a rolling basis as long as funds are available in an Applicant's allocation. This funding opportunity announcement will close on March 31, 2015. A new funding opportunity announcement may be posted again in April 2015, as determined necessary by Treasury.

PART 2

I. Funding Opportunity Description

Under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Subtitle F of P.L. 112-141, the Gulf Coast Restoration Trust Fund was established in the Treasury of the United States. Eighty percent of the civil penalties paid after July 6, 2012, under the Federal Water Pollution Control Act in connection with the *Deepwater Horizon* oil spill will be deposited into the Trust Fund and invested. The RESTORE Act created five components through which funds will be disbursed.

Treasury is publishing multiple funding opportunity notices as part of the RESTORE Act. This announcement applies only to the Direct Component, and is only for applications for eligible non-construction activities, including planning assistance needed to prepare the Multiyear Plan required by the RESTORE Act. For eligible activities involving construction, acquisition of real property, and requests for funding to serve as non-federal share for another federally-funded grant (construction, non-construction, or real property), applicants should refer to the appropriate funding opportunity announcement.

Trust Fund amounts are available to carry out eligible activities described in the RESTORE Act. These are:

- a) Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches and coastal wetlands of the Gulf Coast region.
- b) Mitigation of damage to fish, wildlife and natural resources.
- c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring.
- d) Workforce development and job creation.
- e) Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon oil spill.
- f) Infrastructure projects benefitting the economy or ecological resources, including port infrastructure.
- g) Coastal flood protection and related infrastructure.
- h) Planning assistance.**
- i) Administrative costs.
- j) Promotion of tourism in the Gulf Coast region, including recreational fishing.
- k) Promotion of the consumption of seafood harvested from the Gulf Coast region.

All eligible activities must be carried out in the Gulf Coast region with the exception of (h) – (k) above.

II. Federal Award Information

A. Total Funding Availability

The total funding available for eligible activities under the Direct Component will depend on the Trust Fund balance and any adjustments due to sequestration, pursuant to section 251A of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended.

B. Award Amount

Each of 47 eligible applicants may apply through one or more applications for its share of funds, described in Treasury regulations as a percentage of the amounts available from the Trust Fund for the Direct Component. An eligible applicant may apply for up to 100 percent of its allocation. Eligible applicants may contact Treasury to determine the amounts currently available to them, or find current allocations on the Treasury website at <http://www.treasury.gov/services/restore-act/Documents/Trust%20Fund%20Allocations%20Available%20for%20Distribution.pdf>.

C. Anticipated Award Date

Treasury expects to announce the first phase of grant awards on a rolling basis, depending on the date, completeness, and complexity of an application.

D. Period of Performance

Eligible applicants may submit one or more applications, each covering a performance period ("Project Period") of up to five (5) years.

E. Funding Instrument Type

Awards will be made as grants to eligible applicants.

III. Eligibility Information

A. Eligible Applicants

Eligible applicants are specified by the RESTORE Act and regulations at 31 C.F.R. Part 34. Only the following entities may apply for funding under this announcement: the Office of the Governor of the State of Texas, or an appointee of the Governor; the Alabama Gulf Coast Recovery Council or a designated administrative agent; the Mississippi Department of Environmental Quality; the Coastal Protection and Restoration Authority Board of Louisiana through the Coastal Protection and Restoration Authority; the Louisiana parishes of Ascension, Assumption, Calcasieu, Cameron, Iberia, Jefferson, Lafourche, Livingston, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Martin, St. Mary, St. Tammany, Terrebonne, Tangipahoa, and Vermilion; and the Florida counties of Bay, Charlotte, Citrus, Collier, Dixie, Escambia, Franklin, Gulf, Hernando, Hillsborough, Jefferson, Lee, Levy, Manatee, Monroe, Okaloosa, **Santa Rosa**, Pasco, Pinellas, Sarasota, Taylor, Wakulla, and Walton.

B. Cost Sharing or Matching Requirement

No cost sharing or matching is required.

C. Other Criteria that Affect Eligibility

1. Each activity for which funding is sought under this announcement must be included in a Multiyear Plan that has been prepared by the applicant and reviewed and accepted by Treasury. **This requirement does not apply to applications for planning assistance funding needed to prepare the Multiyear Plan.** The required format for the Multiyear Plan, as well as other instructions for completing the Multiyear Plan, may be found in the Direct Component Guidance and Application available on Treasury's RESTORE Act website at

<http://www.treasury.gov/services/restore-act/Pages/default.aspx>. The fillable forms for the Multiyear Plan are available from Treasury. Forms can be requested at restoreact@treasury.gov.

2. Each applicant must complete an Operational Self-Assessment, and it must be reviewed and accepted by Treasury before funds may be awarded for an application under this announcement. The required format and fillable form for the Operational Self-Assessment, as well as instructions for completing it, may be found on Treasury's RESTORE Act website at <http://www.treasury.gov/services/restore-act/Pages/default.aspx>.
3. As part of its first application, each Louisiana parish must certify to the Governor of Louisiana that the parish has a comprehensive land use plan and submit to Treasury a copy of a signed certification that complies with 31 CFR § 34.302(f). If the parish modifies its comprehensive land use plan, the parish must submit an updated certification.
4. No application may be submitted for a proposed activity that is included in any claim for compensation presented after July 6, 2012, to the Oil Spill Liability Trust Fund.
5. Activities designed to restore or protect natural resources must be based on the best available science (see 31 C.F.R. § 34.2).

IV. Application Preparation and Submission Information

A. Address to Request Application Package

Treasury will be using the GrantSolutions.gov system to manage the application submission process, and application packages will only be made available through GrantSolutions.gov at <https://www.grantsolutions.gov/gs/>. Only eligible applicants, as defined in Section III, will be able to register with GrantSolutions.gov. Eligible applicants must register with GrantSolutions.gov and log in using the provided account information in order to access the various funding opportunity announcements and associated application packages available under the RESTORE Act.

During the application preparation process, eligible applicants should be sure to access and complete the specific application package within Grantsolution.gov that corresponds to the correct RESTORE Act component or activity since there are multiple funding opportunity announcements available, each having their own specific instructions, forms, and required attachments.

If you are an eligible applicant and require further information, need assistance with the GrantSolutions.gov account registration process, or if you do not have

Internet access, contact Treasury using the contact information provided below in Section VII Federal Awarding Agency Contacts.

Information is also available on Treasury's RESTORE Act website at <http://www.treasury.gov/services/restore-act/Pages/default.aspx>.

B. Content and Form of Application

All applications must be completed and submitted using the application packages provided by GrantSolutions.gov (<https://www.grantsolutions.gov/gs>).

Application packages will include the required standard forms and specific documentation required by Treasury. If an item specifies the use of a template, then the applicant is required to download the template from within the GrantSolutions.gov application package, complete the template, and **upload the completed template, in its native file format**, as part of the application preparation process.

Information that is not part of a standard form or a Treasury template included in the application package can be provided as part of a separate file attachment that is uploaded into the application package for the corresponding application package item. **All file attachments must be in PDF file format, unless otherwise specified in this FOA or application guidance.**

Any files uploaded into the GrantSolutions.gov application package must contain a valid file format extension in the filename. Even though GrantSolutions.gov allows applicants to attach any file format as part of their application, Treasury restricts this practice. Any file submitted as part of the GrantSolutions.gov application package that is not in a PDF file format or in another format otherwise specified in this FOA, or contains password protection, will not be accepted for processing and will be excluded from the application during the review process. In addition, the use of compressed file formats such as ZIP, RAR or Adobe Portfolio will not be accepted. Scanned copies should not be submitted through GrantSolutions.gov unless the applicant confirms the clarity of the documents. Documents must be scanned after they are signed. Pages cannot be reduced in size resulting in multiple pages on a single sheet to avoid exceeding any page count limitations. All documents that do not conform to the above will be excluded from the application during the review process.

A complete application consists of the following items:

1. Form SF-424, Application for Federal Assistance.
2. Form SF-424A, Budget Information – Non-construction Programs.
3. Form SF-424B, Assurances – Non-construction Programs.
4. Direct Component Financial Assistance Application (*completion of template required*). The applicant must:
 - a. Provide activity name.

- b. Identify the applicant organization.
 - c. Provide a detailed description of the proposed activity.
 - d. Identify key staff.
 - e. Demonstrate the use of best available science as applicable.
 - f. Provide a justification of the proposed budget.
 - g. Demonstrate that the activity will be carried out in the Gulf Coast region.
 - h. Provide other information requested in the Financial Assistance Application.
5. A letter from the applicant's highest official designating a senior authorized official who can legally bind the entity to execute the Direct Component Funding Certification by Authorized Senior Official (*completion of template required*). If a different official executes the Certification, the applicant's highest official will need to submit a new letter of designation that indicates the senior authorized official who can legally bind the entity to execute the Certification.
 6. RESTORE Act Direct Component Applicant Certifications (*completion of templates required*), signed by the senior authorized official. SF-LLL must be submitted, if applicable (see 31 C.F.R. Part 21).
 7. Direct Component Activity Milestones Report (*completion of template required*). The applicant must provide the major milestones of the activity.
 8. Direct Component Activity Status of Performance Report (*completion of template required*). The applicant must select appropriate performance measures that will be tracked throughout the period of performance.
 9. Federally approved Indirect Cost Rate Agreement, if indirect costs are included in the budget. (For information on 3 percent administrative cost cap, see Section IV.F.)
 10. If a proposed activity was approved prior to July 6, 2012, the application must also include the following:
 - a. In the Application for Financial Assistance:
 - i. The project description must clarify when the activity was approved, the name of the approving agency, the current status of the project, the original approved budget for the project, the amount of funds that have already been expended on the project, and the expected funds required for project completion. If any cost overruns have occurred or are expected to occur, the applicant must provide an explanation.
 - ii. For the questions regarding procurement, public input, and "best available science," the applicant must clearly describe the approach that was taken and how this approach is "substantively the same" as the statutory requirements [see 33 U.S.C. §1321(t)(1)(E)].
 - iii. If the information requested in this form is included in the other approving agency's application, the applicant may include cross-references between the particular question and response.
 - b. Documentation showing that the activity was approved prior to July 6, 2012, such as a grant approval letter or meeting minutes from the

- governmental entity with authority to approve the project.
- c. Documentation of the original budget and scope of work (e.g., an approved grant application).
 - d. A copy of the most recent performance report for the project, if applicable.

In addition, the State of Alabama must submit with each application a certification, signed by the authorized official, that the funding request was approved in accordance with 33 U.S.C. §1321(t)(1)(F), and that Alabama is in compliance with 33 U.S.C. §1321(t)(1)(F)(i)(IV).

A complete list of all application policies and requirements is available in the “Direct Component Guidance and Application to Receive Federal Financial Assistance” at Treasury’s RESTORE Act website at <http://www.treasury.gov/services/restore-act/Pages/default.aspx>.

- C. Dun and Bradstreet Universal Numbering System (DUNS) Number and System for Award Management (SAM)
 1. All applicants must have a DUNS number. A DUNS number may be obtained from Dun and Bradstreet, Inc. by telephone (currently 866–705–5711) or the Internet (currently at <http://fedgov.dnb.com/webform>). This number should be entered in the block with the applicant's name and address on the cover page of the application (Item 8c on the Form SF 424, Application for Federal Assistance). The name and address in the application should be exactly as given for the DUNS number. Applicants should obtain this DUNS number immediately to ensure all registration steps are complete prior to submitting an application.
 2. All applicants must provide their DUNS and EIN/TIN numbers in order to be able to register in the System for Award Management (SAM); the website for the SAM system is <https://www.sam.gov>. Registering an account with SAM is a separate process from submitting an application. Applicants are encouraged to register early. Registration should be completed in sufficient time to ensure that it does not impair the applicant’s ability to apply for Center of Excellence funds. All applicants must be registered in the System for Award Management (SAM) prior to submitting an application. Applicants must maintain an active registration with SAM at all times, prior to submitting an application and throughout the entire period of performance of an award. Applicants are required to annually renew their registration with the System for Award Management (SAM). Failure to renew a SAM registration prior to application submission may prevent an applicant from being eligible to receive a grant award.

Some applicants may have already registered with the Central Contracting Registration (CCR) database. SAM has integrated the CCR and 7 other federal procurement systems into a new, streamlined system. If an applicant had an active record in CCR, there will be an active record in SAM. Nothing more is needed unless a change in business circumstances requires updates to the entity record(s) in order for the applicant to be paid, receive an award, or to renew the entity prior to expiration. Please consult the SAM website listed above for additional information.

Applicants must successfully register with SAM prior to registering in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) as a prime awardee user. Prime recipients must maintain a current registration with the SAM system, and may make subawards only to entities that have DUNS numbers. Organizations must report executive compensation as part of the registration profile at <https://www.sam.gov> by the end of the month following the month in which an award is made, and annually thereafter (based on the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252 and implemented by 2 C.F.R. Part 170). See Section VI, Award Administration Information, for more information on FFATA.

3. Treasury cannot make a grant award to an applicant who has not obtained a DUNS number and maintains an active registration with SAM. See 2 C.F.R. Part 25.

D. Submission Dates and Times

Applications will be accepted on a rolling basis as long as funds are available in an applicant's allocation. This funding opportunity announcement will close on March 31, 2015. A new funding opportunity announcement may be posted again in April 2015, as determined necessary by Treasury.

E. Intergovernmental Review

Applications under this program are not subject to Executive Order 12372, "Intergovernmental Review of Federal Programs." Please check box "C" on item 19 of the SF 424 (Application for Federal Assistance) as Review by State under Executive Order 12372 does not apply.

F. Funding Restrictions

1. Not more than three percent of the award amount may be used for administrative costs as defined in 31 C.F.R. § 34.2.

2. **Per OMB guidelines, Treasury will not allow reimbursement of costs incurred before an award is made, unless an applicant demonstrates that the costs were incurred directly pursuant to the negotiation and in anticipation of the award, and the costs are necessary for the efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with Treasury's written approval. Treasury does not anticipate that any costs incurred before publication of the interim final rule will meet these requirements.**

G. Other Submission Requirements

All applications must be submitted via the GrantSolutions.gov system (<https://www.grantsolutions.gov/gs>).

Documents that require a signature may be scanned and uploaded into the application package. Contact Treasury using the contact information provided below in the event of technical difficulties.

V. **Application Review Information**

A. Evaluation Criteria

This is a noncompetitive grant opportunity. Each application will be evaluated for completeness and conformity with the RESTORE Act and regulations at 31 C.F.R. Part 34 and the Office of Management and Budget Uniform Guidance at 2 C.F.R. Part 200. Treasury also will evaluate each applicant's ability to successfully administer an award, using information such as the Operational Self-Assessment, audits under the Single Audit Act, and OMB-designated repositories of government-wide eligibility qualification or financial integrity information.

B. Review and Selection Process

Treasury will perform an initial eligibility review of applications as they are submitted. Treasury also will assess each application for completeness. If the application is for a project designed to restore or protect natural resources, Treasury will assess whether the applicant reasonably demonstrated that the project is based on best available science. Treasury may seek the assistance of governmental and nongovernmental subject-matter experts in the review of best available science. Applications will be selected for funding if they fulfill all application requirements and funding is available in the applicant's Trust Fund allocation.

C. Anticipated Announcement and Award Dates

Successful applications will be announced and awarded on a rolling basis as they are reviewed. All awards will have a start date on the first day of the month.

VI. Award Administration Information

A. Award Notices

Treasury will notify applicants of application determinations via email, either directly from Treasury or via email notifications issued through the GrantSolutions.gov system. Treasury will provide successful applicants with a Notice of Award. Applicants will need to formally accept the award, via the GrantSolutions.gov system, in order for the award to take effect. More information regarding the grant award acceptance process via GrantSolutions.gov will be provided to potential Awardees at a later date.

B. Administrative and National Policy Requirements

Awards under this announcement are subject to the RESTORE Act, Treasury regulations at 31 C.F.R. Part 34, and federal laws and regulations concerning grants. Below is a list of requirements with which the applicant will need to comply. The list is not meant to be exclusive. Treasury will post the terms and conditions for awards under this announcement on its website at <http://www.treasury.gov/services/restore-act/Pages/default.aspx>.

1. Lobbying Restrictions at 31 C.F.R. Part 21.
2. Government-wide Debarment and Suspension Requirements at 31 C.F.R. Part 19.
3. Government-wide Requirements for Drug-Free Workplace at 31 C.F.R. Part 20.
4. Federal Funding Accountability and Transparency Act and regulations at 2 C.F.R. Part 170.
5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and any Treasury regulations implementing these requirements.
6. Award Term for Trafficking in Persons at 2 C.F.R. Part 175.

C. Reporting

Applicants who receive awards will be required to file the SF-425 Federal Financial Report. Performance reporting is also required via the SF-PPR, the Status of Performance Report, and the Milestones Form. The Status of Performance Report and the Milestones Form may be found in the application package. All financial and performance reports must be filed via GrantSolutions.gov, during the grant award's period of performance, and must be filed semi-annually unless a special award condition specifies more frequent reporting. The Operational Self-Assessment form also must be updated annually.

VII. Federal Awarding Agency Contacts

For questions regarding this announcement, please contact Laurie McGilvray, Program Director, at restoreact@treasury.gov.

Questions may be sent by mail to the Office of Gulf Coast Restoration, 1132 Main Treasury, 1500 Pennsylvania Ave NW, Washington, DC 20220. Information is also available at Treasury's RESTORE Act website at <http://www.treasury.gov/services/restore-act/Pages/default.aspx>.



SANTA ROSA COUNTY ENGINEERING
ENVIRONMENTAL DEPARTMENT

6065 Old Bagdad Highway
Milton, FL 32583
www.santarosa.fl.gov

Roger A. Blaylock, P.E.
County Engineer

Jerrel Anderson, P.E.
Environmental Manager

Memo

To: Hunter Walker, County Administrator

From: Ron Hixson, Environmental Supervisor

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

Date: September 8, 2014

Re: Mosquito Surveillance Program

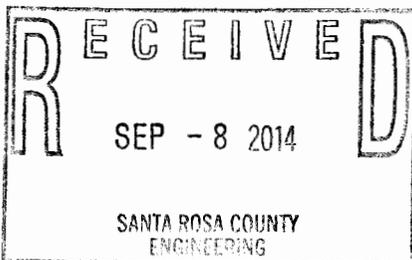
Background: This contract, which provides detailed information regarding the presence of various mosquito borne viruses within Santa Rosa County, is performed by a state lab located in Panama City. These services are provided by the lab in Panama City, with FSU providing administrative support.

Situation: In order to continue the surveillance program for FY 15, a new contract for the same services must be executed by the BOCC. We pay for this service with a grant received from Florida Department of Agriculture. This year the DOA grant is expected to be \$31,540. All terms and conditions of the previous FSU contract remain the same, except the program cost has increased by \$2,103, matching the amount of the grant.

Request: Execution of the attached mosquito surveillance contract for FY 15. There attached originals are for the Clerk and the County Attorney's office. Please return a copy to our office. We will send a copy to FSU.

JA/tt

Attachments



Amendment 003

**Between Florida State University and
Santa Rosa County Mosquito Control**

Per section IV.I. of the existing contract referenced above and entitled, "Santa Rosa County Mosquito Surveillance", it is the purpose of this amendment to renew the contract and extend the ending date to **September 30, 2015**. Additional budget for the extension will be **\$31,540** to be payable upon receipt of invoice provided upon execution of this Amendment (itemized on page 2). All terms and conditions of the original contract will remain in effect.

IN WITNESS THEREOF, the parties hereto have caused this 2-page amendment to be executed by the undersigned duly authorized officials.

FLORIDA STATE UNIVERSITY:

Russell S. Lentz for
GARY L. OSTRANDER
Title: Vice President for Research

Date: 8-21-2014
(Month, Day, Year)

SPONSOR:

Title: _____

Date: _____
(Month, Day, Year)

Fed. ID #: _____

AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

Santa Rosa County

Budget:

Category	Description	Costs (\$)
Salaries	Dr. John P. Smith, Principal Investigator, 0.167 FTE	13,706
	Mr. Richard Tennant, OPS Field Asst. 50% Time	12,002
Benefits	Smith: 8.9% Benefits Health Ins.	1,220 1,432
	Tennant: 1.55% Benefits	186
Subcontracts	N/A	0
Capital Equipment	N/A	0
Expenses	Consumable field/lab supplies	127
Travel	None	0
Subtotal	Direct Costs	28,673
FSU Indirect Costs	10% MDC	2,867
Total		31,540

Tonya Toomey

From: docmx8@gmail.com on behalf of John Smith [jpsmith2@fsu.edu]
Sent: Friday, August 22, 2014 10:22 AM
To: Jerrel Anderson
Cc: Tonya Toomey
Subject: Contract Renewal Amendment
Attachments: Santa Rosa 2014-2015 FSU Signed Contract Amendment.pdf

Jerrel: As per my communication with Tonya, attached please find for your review/approval the FSU contract amendment to continue surveillance services for October, 2014 - September, 2015. Note in the attached budget most of the funding is for personnel services. Most of the supplies needed (CO2, tolls, batteries, light trap parts, related equipment, and field supplies) will be provided through funds I received from FDACS.

Please let me know if you have any questions and when you expect this to be reviewed and signed by the Board. Thank you for your continued support!

Best regards,

John P. Smith, Ph.D., B.C.E.
Medical/Veterinary Entomologist
Florida State University
4750 Collegiate Drive
Panama City, Florida 32405-1099
Phone: (850) 770-2260
Fax: (850) 770-2760
Mobile: (850) 319-9475
Email: jsmith@pc.fsu.edu

No support documentation for this agenda item.



SANTA ROSA COUNTY ENGINEERING

SANTA ROSA COUNTY, FLORIDA

6051 OLD BAGDAD HWY., STE. 300

MILTON, FLORIDA 32583

www.santarosa.fl.gov

Preliminary
Engineers Report
September 22, 2014

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 25, 2014 at 9:00 a.m. in Milton, Florida.

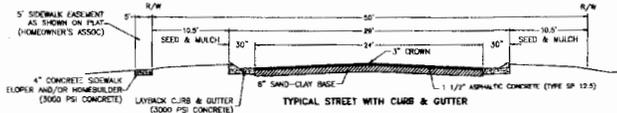
1. Recommend approval of Preliminary Plat for Cambria Subdivision, a 170 lot subdivision of a portion of Section 30, Township 1 North, Range 28 West, Santa Rosa County, Florida.
(Working District 1) (Attachment A)

Location: 2 miles, more or less, South on Avalon Boulevard from U.S. 90, West on Cyanamid Road, property on the south side.

2. Recommend approval of Construction Plans for Boracay Cove Subdivision, a 67 lot subdivision of a portion of Section 12, Township 1 North, Range 29 West, Santa Rosa County, Florida.
(Working District 1) (Attachment B)

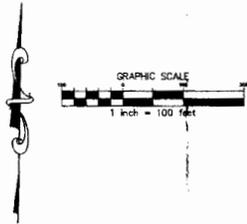
Location: 2 miles, more or less, West on U.S. 90 from the intersection of S.R. 281 (Avalon Boulevard), North on Evelyn Street, West on La Casa Circle, East on La Hacienda Drive, property at the end.



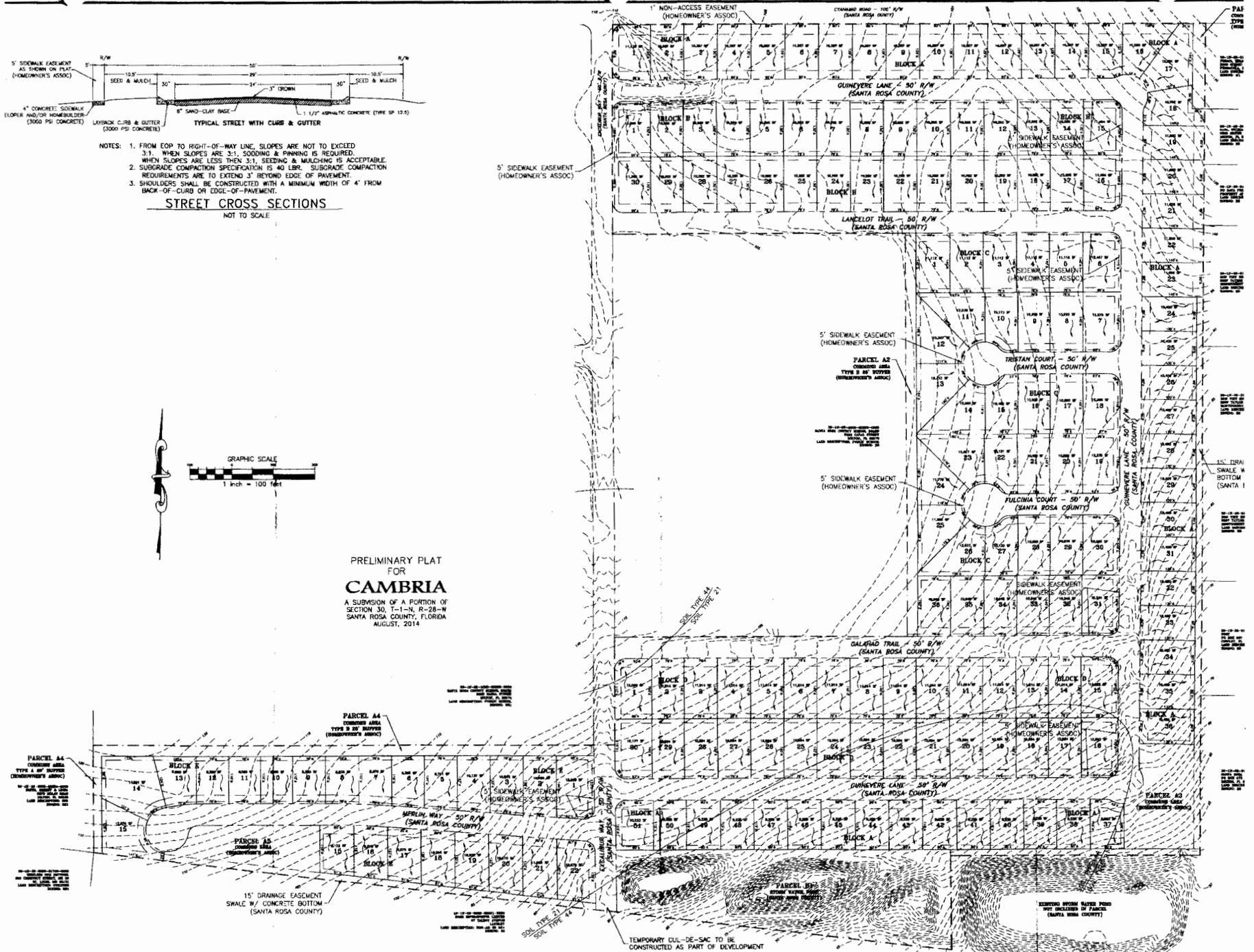


- NOTES:
1. FROM EOP TO RIGHT-OF-WAY LINE, SLOPES ARE NOT TO EXCEED 3:1. WHEN SLOPES ARE LESS THAN 3:1, SODDING & PINNING IS REQUIRED. WHEN SLOPES ARE LESS THAN 3:1, SEEDING & MULCHING IS ACCEPTABLE.
 2. SUBGRADE COMPACTION SPECIFICATION IS 40 LB/FT³. SUBGRADE COMPACTION REQUIREMENTS ARE TO EXTEND 3' BEYOND EDGE OF PAVEMENT.
 3. SHOULDERS SHALL BE CONSTRUCTED WITH A MINIMUM WIDTH OF 4' FROM BACK-OF-CURB OR EDGE-OF-PAVEMENT.

STREET CROSS SECTIONS
NOT TO SCALE

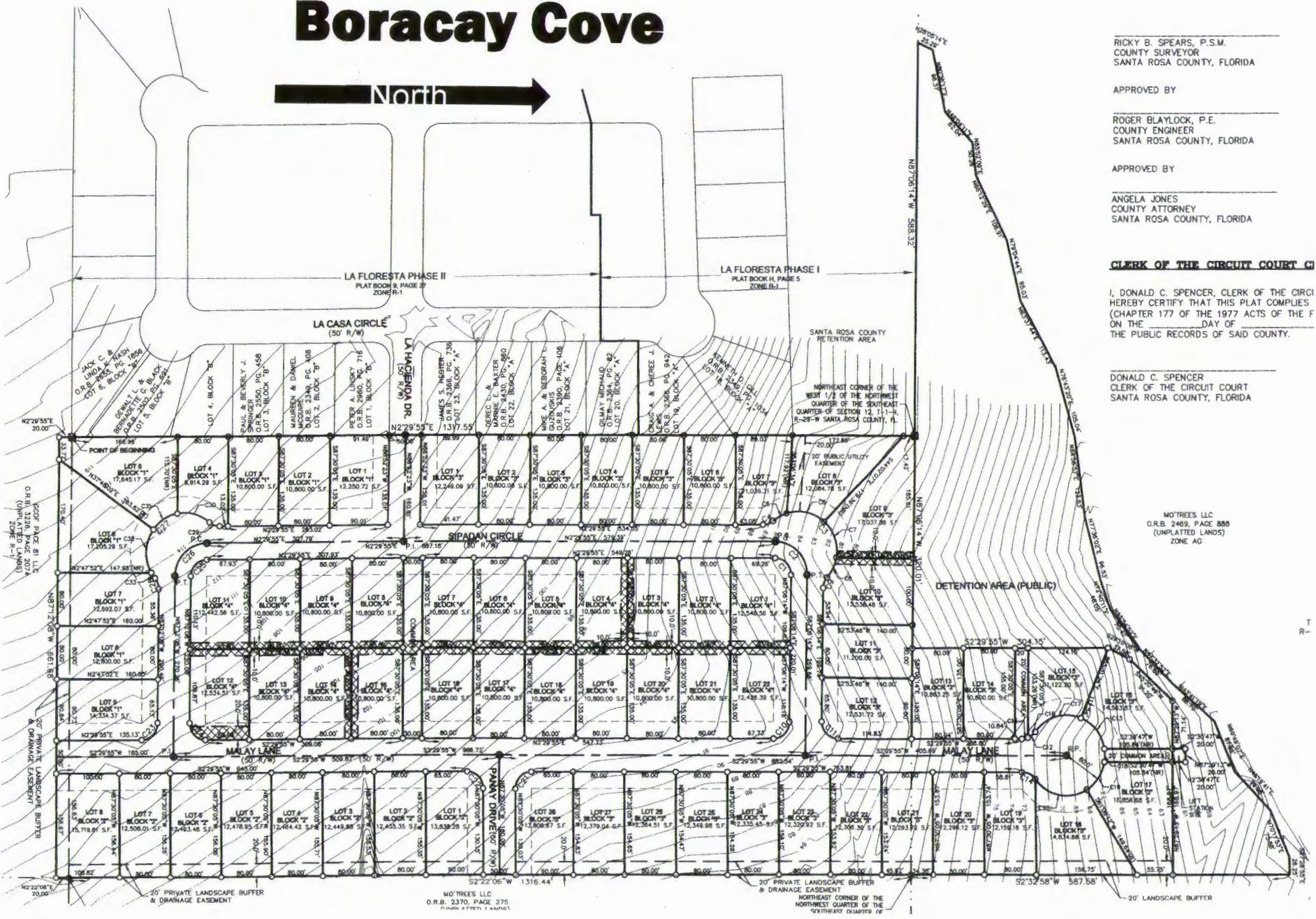


PRELIMINARY PLAT
FOR
CAMBRIA
A SUBDIVISION OF A PORTION OF
SECTION 30, T-1-N, R-28-W
SANTA ROSA COUNTY, FLORIDA
AUGUST, 2014





Boracay Cove



RICKY B. SPEARS, P.S.M.
COUNTY SURVEYOR
SANTA ROSA COUNTY, FLORIDA

APPROVED BY

ROGER BLAYLOCK, P.E.
COUNTY ENGINEER
SANTA ROSA COUNTY, FLORIDA

APPROVED BY

ANGELA JONES
COUNTY ATTORNEY
SANTA ROSA COUNTY, FLORIDA

CLERK OF THE CIRCUIT COURT C

I, DONALD C. SPENCER, CLERK OF THE CIRCUIT COURT HEREBY CERTIFY THAT THIS PLAT COMPLIES (CHAPTER 177 OF THE 1977 ACTS OF THE F) ON THE ____ DAY OF ____ THE PUBLIC RECORDS OF SAID COUNTY.

DONALD C. SPENCER
CLERK OF THE CIRCUIT COURT
SANTA ROSA COUNTY, FLORIDA

MO'TREES LLC
O.R.B. 2370, PAGE 888
(UNPLATTED LANDS)
ZONE AG

20' PRIVATE LANDSCAPE BUFFER & DRAINAGE EASEMENT

MO'TREES LLC
O.R.B. 2370, PAGE 275
(UNPLATTED LANDS)

20' PRIVATE LANDSCAPE BUFFER & DRAINAGE EASEMENT
NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, T-29S, R-29W, SANTA ROSA COUNTY, FL

20' LANDSCAPE BUFFER

T
R-



Public Services Committee

Chaired by:
Lynchard and Williamson

Meeting:
September 22, 2014, 9:00 A.M.

AGENDA

Emergency Management

1. Recommend Board approval to complete an E911 system upgrade for the Gulf Breeze PSAP and a system wide upgrade to MapFlex. The funding for the upgrade will come from the 911 Fund which has a balance of \$1,192,931. Total cost of the project will be \$124,969 and is summarized as follows:
Gulf Breeze upgrade to Viper 9-1-1 (includes MapFlex system) \$87,574
SRC EMC, SRC Sheriff's Office, and Milton PD MapFlex upgrades \$37,395
2. Request that the Board approve and enter into an agreement with Intrado for services related to A9-1-1 routing and location data management and authorize the Chairman to sign all related documents. The reoccurring connectivity cost are included in the FY2015 operating budget.
3. Request Board of County Commissioners enter into agreements to provide four additional dispatch positions to accommodate additional dispatch needs related to air transport and non-emergency out of service area ground transfers with Lifeguard Ambulance Service and Med-Trans Corporation and authorize Chairman to sign all related documents. Each agency would contribute \$80,000.00 for the sum of \$160,000.00 annually.

Development Services

4. Discussion of the appointment of members to serve on the newly combined Building Code Board of Adjustment and Appeals.
5. Recommend acceptance of a grant in the amount of \$25,000 from the Florida Department of Economic Opportunity (DEO), Bureau of Community Planning. Staff also requests that the Board authorize the West Florida Regional Planning Council as the selected consultant. This grant was awarded for the purposes of preparing a Bicycle and Pedestrian Master Plan for South Santa Rosa County.

6. Recommend adoption of the amended interlocal agreement with Escambia County to allow the filing of the Federal Section 5309, Veterans Transportation and Community Living Initiative (VTCLI) grant application and related documents with the Federal Transit Administration.
7. Discussion of the bids received for SHIP Substantial Rehabilitation project located at 5332 Conecuh Street in Milton.
8. Discussion by the Board to consider a request to accept \$1,000.00 for payment of an outstanding SHIP loan in the amount of \$3,430.09 so that the property can be sold.
9. Approval of the HOME Interlocal Agreement between Escambia County and Santa Rosa County and authorization for the Chairman to execute all documentation in connection with the agreement.



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: Brad Baker, Emergency Management Director
Through: Tony Gomillion, Public Services Director
Re: 911 VIPER System Upgrade – Gulf Breeze PSAP
Date: September 25, 2014

RECOMMENDATION

Request Board approval to complete an E911 system upgrade for the Gulf Breeze PSAP and a system wide upgrade to MapFlex. The upgrade will consist of necessary hardware and software components to be located at the Gulf Breeze Police Department and the SRC EMC. The funding for the upgrade will come from the 911 Fund which has a balance of \$1,192,931. Total cost of the project will be \$124,969 and is summarized as follows:

Gulf Breeze upgrade to Viper 9-1-1 (includes MapFlex system)	\$87,574
SRC EMC, SRC Sheriff's Office, and Milton PD MapFlex upgrades	\$37,395

BACKGROUND

Santa Rosa County passed a resolution in 1975 supporting 9-1-1 as the national emergency number and submitted to the State of Florida for funding. Implementation and upgrades have taken the county through the years from the basic 9-1-1 switchboard system installed in 1977 to the fully enhanced VIPER system including upgrades as recently as last year.

Today's recommendation is a total upgrade for the Gulf Breeze Communication Center to the Viper 9-1-1 and Mapping System that will bring the technology from the back room to the emergency dispatcher workstations. Benefits and improvements include:

1. Capability to manage and maintain redundancy of multiple systems within the same network
2. Capability to relocate and operate the 9-1-1 and mapping system remotely using a laptop should it be necessary to implement any continuity of operations plan
3. Provide VPN (Virtual Private Network) access to the entire system which will allow remote trouble shooting, design and software repair from any location
4. Upgrade outdated analog workstations located at the Gulf Breeze Police Dispatch Center and provide county mapping positions
5. Ability to create or access an incident from any screen (9-1-1, mapping or CAD). Presently, this can only be done from the CAD screens
6. More user friendly report capabilities

Animal Services
Dale 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
Brad Baker
Director

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

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

6051 Old Bagdad Hwy, Ste 201
Milton, FL 32583
(850) 981-7075

Veterans Services
Karen Haworth
Director

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

"One Team, One Goal, One Mission"

Upon completion, all PSAP locations in Santa Rosa County will be using the same system. The equipment will be the same, spare parts will be the same and dispatchers will use the same operating system. Each will have the ability to receive SMS 911 messages (text messages).

With the addition of Gulf Breeze to the Viper System, it is necessary to upgrade the PowerMAP system to a more robust mapping solution. PowerMAP has reached end-of-life, will no longer be supported and cannot be added to the new Viper System. Intrado's MapFlex is the replacement to PowerMAP and will provide more functionality and better performance.

Most importantly, the end result of these collective improvements to the system will enhance dispatch and response times provided to all citizens throughout Santa Rosa County.

COMPLETION

The system would be acquired and managed by the Division of Emergency Management Enhanced 911 Program. Arrangements will be made at the Gulf Breeze Center to route 9-1-1 calls to alternate sites in order to eliminate any disruption to 9-1-1 services at the time of implementation.

Attachments: (3)
Base quote for Gulf Breeze Police Department
Quote for MapFlex
Letter from Gulf Breeze



Intrado Remote VIPER and
Power 911 Intelligent Workstations
With Power MIS, MapFlex, and ePrinter
for
Gulf Breeze PD, Florida

The terms and conditions located at <http://www.intrado.com/terms> will apply to this Quote, unless (i) the parties have entered into a separate mutually executed agreement relating to the products or services under this Quote, or Customer is purchasing under a cooperative purchasing agreement referenced in this Quote. Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. The terms of this Quote will govern any conflict with any of the foregoing or any Customer purchase order, and no additional terms in Customer's purchase order will apply.

Summary - Remote VIPER Equipment & Software Configuration

Item	Cost
VIPER	\$ 16,123.75
Power 911 Software	\$ 18,735.00
Power MIS Software	\$ 1,270.50
ePrinter Software	\$ 1,200.00
MapFlex	\$ 8,892.50
Sentry Licenses	\$ 930.00
IWS Hardware	\$ 14,372.00
Project Survey	\$ 3,350.00
Staging	\$ 1,000.00
Installation	\$ 13,150.00
Training	\$ 3,550.00
Project Management	\$ 5,000.00
Sub Total	\$ 87,573.75

Summary - Maintenance Services for Remote VIPER

Item	Cost
<i>Software Protection and Remote Technical Support</i>	
Annual Coverage	\$ 1,200.00
Five Years	\$ 4,800.00
<i>Software Subscription Service</i>	
Annual Coverage	\$ 3,000.00
Five Years	\$ 15,000.00

Configuration Parameters - Remote VIPER

VIPER

Total Number of E9-1-1 Trunks	Coming from Host VIPER
Total Number of Administrative Lines (FXO)	Up to 4

Answering Positions

Number of Power 911 Intelligent Workstations	2
Number of Buttons per Position	1,280 on-screen.

Power 911 Intelligent Workstation Features

Add-on for Radio Recorder	Not Included
Data Transfer to Remote FAX Machines (XDC)	Included
Tape Backup System	N/A
RAID Disk Array (data redundancy)	N/A

MIS Solution

Power MIS	Included
ePrinter	Included

Map Solution

MapFlex	Included
---------	----------

Monitors

Number of Monitors per position	2
Monitor Type	Customer Supplied

Model #	Description	Qty	Unit Cost	Total
¹ VIPER				
912813	-48V Power Supply	1		
912800	VIPER Gateway Shelf	1		
912814	Administrative Interface Module (AIM)	1		
912811	Application Server Access License	3		
912812	PBX Access License - Per Position	2		
912816	Cisco 2960S 24 port switch	2		
912890/BB	VIPER Media Kit	1		
913850/S	VIPER Enabling Kit - SONIC	2		
			Subtotal \$	16,123.75
¹ Power 911 Software				
913100	Power 911 Client Access License	2		
913202	Power 911 Server Access License	2		
913353	XDC Client License	2		
			Subtotal \$	18,735.00
¹ Power MIS Software				
920102	Power MIS Data License	2		
			Subtotal \$	1,270.50
¹ ePrinter Software				
917310	ePrinter Software and Documentation	1		
			Subtotal \$	1,200.00
^{1,2} MapFlex				
MF-DMS	MapFlex Client License	2		
950105	Client Installation - Price Per Hour	4		
960801	MapFlex Call Taker Training - Per Day	1		
			Subtotal \$	8,892.50
¹ Sentry Licenses				
E10153	ELM Class 1 System License (Server Agent)	1		
E10154	ELM Class 2 System License (W/S and IP Agent)	2		
			Subtotal \$	930.00

Model #	Description	Qty	Unit Cost	Total
¹ IWS Hardware				
914102/BB	IWS Workstations IWS Workstation Prebuilt Product Bundle	2		
914952	Power 911 Object Server	1		
914121/3	IWS Type A Rack Server IWS Object Server - Underlying Software	1		
914102/EP	ePrinter Workstation ePrinter Desktop	1		
912810/R	Connectivity - Non-Redundant Connection Cisco 1921 Router	2		
912810/E	Quad Ether WIC for 1921 Router Peripherals	2		
600150	Punch Block	2		
207-990000-046	25 Pair Amphenol Cable	2		
960103	Network Cabling	5		
			Subtotal \$	14,372.00
³ Project Survey				
950100	Project Survey	1		
960575	Project Survey - Living Expense Per Day	3		
960580	Project Survey - Travel Fee	1		
			Subtotal \$	3,350.00
Staging				
950851	IWS Staging - Each Additional Position	2		
950857	Backroom Staging - Each Additional Position	2		
			Subtotal \$	1,000.00
Installation				
950516	Network Provisioning Services - Price Per Day	3		
950104	Professional Services - Price Per Day	4		
960575	Installation - Living Expense Per Day	7		
960580	Installation - Travel Fee	1		
			Subtotal \$	13,150.00

Model #	Description	Qty	Unit Cost	Total
Training				
960801	Power 911 Call Taker Training - Per Day	1		
960575	Training - Living Expense Per Day	4		
960580	Training - Travel Fee	1		
			Subtotal \$	3,550.00
Project Management				
950510	Project Management	1		
			Subtotal \$	5,000.00
			Total	\$ 87,573.75

Model #	Description	Qty	Unit Cost	Total
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Recurring Maintenance Services

⁴ Software Protection & Remote Technical Support - Starting Year 2
(Year 1 included in Warranty)

	Annual Coverage				
950999/PRO1	Software Protection and Remote Technical Support (1 Year)	2	Non-Disc. \$ 600.00	\$	1,200.00
	Five Years				
950999/PRO5	Software Protection and Remote Technical Support (5 Years)	8	Non-Disc. \$ 600.00	\$	4,800.00

⁵ Software Subscription Service

	Annual Coverage				
950999/SUB1	Software Subscription Service (1 Year)	2	Non-Disc. \$ 1,500.00	\$	3,000.00
	Five Years				
950999/SUB5	Software Subscription Service (5 Years)	10	Non-Disc. \$ 1,500.00	\$	15,000.00

Optional Equipment & Services

^{6,7} Power 911 Database and Power MIS Server Replacements

	Type B Server Bundle				
914951	IWS Type B Rack Server Bundle	2			
914955	Hot Swap Hard Drive for Type B Server	2			
				Subtotal \$	18,944.00

Notes

- 1 Quote provides two position VIPER Remote, connected to MultiNode VIPER at Santa Rosa EOC.

Customer to provide the following:

- * Rack space and anything required for mounting equipment in rack
- * Monitors

Additional Backroom Equipment Required:

- * One (1) Network Laser Printer.
- * Amphenol cables and punch blocks.
- * One (1) Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.

The Standard Operating Procedure and Premise Information Modules require customer-input of data.

Remote configuration assumes the existing 911 / CAMA trunks are adequate or will be increased at the host VIPER.

WAN connectivity is not included and must be provided by the Customer.

Routers have been included, assuming a single, non-redundant ethernet connection between the Intrado routers, with RJ45 handoffs, and assuming there will be no other network connections, and that 1 MBps of bandwidth or less is required.

Intrado always recommends full redundancy. However, a non-redundant option is quoted at the Customer's request.

WAN Requirements:

- Layer 3 routing must be provided between all locations
 - Certified CAT5e/CAT6 between all network switches
 - Guaranteed Bandwidth for all Intrado applications (bandwidth to be advised)
 - Low Latency (< 40ms)
 - Low Jitter (< 5ms)
 - Support for DHCP Relay/Forwarding (per RFC 1542) from remote sites to their associated hosts
 - Support for QoS (Quality of Service)
 - Security against intrusion and virus attack
 - Reliable links (fault tolerant) – no single point of failure may cause L3+ disruption for more than four (4) seconds
 - DNS Caching and forwarding from remotes to their associated hosts
 - Multicasting between remote sites and their associated hosts
 - No Multicast capability between 2 autonomous hosts
 - Cisco routers using IOS that conform to Cisco's operating specifications
 - A Cisco privileged user/password combination of Intrado's choice accessible via telnet.
-

Notes

- 2 The MapFlex quoted is dependant upon the MapFlex hardware and software quoted separately having been purchased and installed across the MultiNode. This represents only the portion of MapFlex that would be needed for a 2 position remote site.

MapFlex is a viewing software. Customers must supply and maintain GIS data unless Intrado has been contracted to fulfill this role.

- 3 The Project Survey is intended to identify any additional miscellaneous equipment or services required to ensure smooth installation and operation of the quoted system. Additional costs may be incurred upon completion of the Project Survey.
-

- 4 **Software Protection and Remote Technical Support** is a coverage requirement with the purchase and ownership of Intrado CPE system equipment. The coverage requirement is effective after the expiration of the system warranty, but a purchase order for the service, for at least for a one year duration, is required at the time of any new system purchase.

Software Protection and Remote Technical Support cannot be deleted from quotes or system orders.

Once a **Software Protection and Remote Technical Support** service contract is established for the site during system initial purchase, all items subsequently added to the site will not require an additional contract, but the acquisition of additional positions will increase the price of the services.

a. For sites with one year coverage contracts, the increased price will be reflected in the quote at the next contract renewal point.

b. For sites with multi-year agreements, the customer will be required to retract the remaining years of the original purchase order and issue a new purchase order for the remaining period covering the original system and new positions.

If a contract for **Software Protection and Remote Technical Support** expires without renewal, causing a lapse in coverage, the customer's access to the Support Center will be discontinued and a notification of services termination will be issued. Reinstatement of the lapsed coverage will require the following from the customer:

- a) Payment in full for the lapsed period at the prevailing per-seat rate
- b) Purchase of a new maintenance agreement (one-year or five-year)
- c) System Recertification fees in the form of a Class A inspection at \$1,500.00 per day plus related travel and expense charges.

Notes

4, Cont. **Software Protection**

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Intrado will publish periodic software release bulletins to customers which announce important product updates for Intrado Software. Customers may then request the new update from Intrado, based on applicability of the release to Customer's System. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

Remote Technical Support:

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

5 **Software Subscription Service**

The Software Subscription Service provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado Software. Customers may then request the new release or version from Intrado, based on applicability of the release to Customer's System. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

- 6 All optional modules in this quote have been priced under the assumption that they will be purchased and installed concurrently with the base system. If these modules are to be installed at a later date, additional travel & living expenses will apply.

No maintenance fees have been included for these items. Once the configuration has been finalized, Intrado will amend the pricing for equipment and services as necessary.

- 7 Intrado's recommendation is to replace the Power 911 and Power MIS servers at Node A with higher capacity (Type B) servers, based on number of positions being supported. These servers are priced in the Options section of this quote.
-

Notes

Terms

SUBMIT ordermanagement@intrado.com
P.O.

PRICING All prices are in U.S. Funds.
Taxes, if applicable, are extra.
Shipping charges are extra unless specified on the proposal

SHIPPING FCA (Montreal), INCOTERMS 2010

PAYMENT Net 30 days

DELIVERY TBD.

VALIDITY Quote is valid for 120 days; however, certain parts (indicated in this Quote as part numbers with the following identifier : QXXXXX, constitute unique third party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancelable, non-refundable, and non-exchangeable at any time.



Upgrade Power MAP to MapFlex 9-1-1

for

Santa Rosa County, Florida

The applicable terms and conditions located at <http://www.intrado.com/terms> will apply to this Quote, unless (i) the parties have entered into a separate mutually executed agreement relating to the products or services under this Quote, or Customer is purchasing under a cooperative purchasing agreement referenced in this Quote. Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. The terms of this Quote will govern any conflict with any of the foregoing or any Customer purchase order, and no additional terms in Customer's purchase order will apply.

System Upgrade Pricing Summary

Santa Rosa EOC	\$31,995.00
Santa Rosa SO	\$2,700.00
Milton PD	\$2,700.00
Total	\$37,395.00

Upgrade Pricing Summary - Santa Rosa EOC (VIPER Node A)

Item	Cost
MapFlex 9-1-1 Equipment, Software, and Services	\$24,495.00
Installation	\$2,650.00
Training	\$3,350.00
Project Management (All Sites)	\$1,500.00
Total	\$31,995.00

Upgrade Pricing Summary - Santa Rosa SO (VIPER Node B)

Item	Cost
MapFlex 9-1-1 Client Licenses	\$0.00
Installation	\$1,000.00
Training	\$1,700.00
Total	\$2,700.00

Upgrade Pricing Summary - Milton PD (Remote VIPER)

Item	Cost
MapFlex 9-1-1 Client Licenses	\$0.00
Installation	\$1,000.00
Training	\$1,700.00
Total	\$2,700.00

System Upgrade Configuration - Santa Rosa EOC (VIPER Node A)

MapFlex 9-1-1

MapFlex Server and Backup Server	Included
Number of MapFlex Client Positions	6
GIS Data Services	Included

Model #	Description	Qty	Unit Cost	Total
¹ MapFlex 9-1-1 Equipment, Software, and Services				
MF-SRV	MapFlex Server License	1		
MF-HW	MapFlex Server Hardware	1		
MF-HWBU	MapFlex Backup Server Hardware	1		
MF-SRV-INS	MapFlex Server Staging	1		
MF-DMS	MapFlex Client License	6		SW Subscription
GIS-VAL	Map Data Validation and Testing	1		
Subtotal				\$ 24,495.00

¹ Installation				
950105	MapFlex Client Implementation - Price Per Hour	4		
960575	Living Expense Per Day	3		
960580	Travel Fee	1		
Subtotal				\$ 2,650.00

¹ Training				
960801	MapFlex Training - Price Per Day	1		
960575	Living Expense Per Day	3		
960580	Travel Fee	1		
Subtotal				\$ 3,350.00

Project Management (All Sites)				
950510	Project Management	1		
Subtotal				\$ 1,500.00
Total				\$ 31,995.00

Annual Support and Maintenance - Starting Year Two

MapFlex Server Support and Maintenance - Starting Year Two				
MF-SRV-SUP	MapFlex Server Support and Maintenance	1		
Subtotal				\$ 2,569.00

System Upgrade Configuration - Santa Rosa SO (VIPER Node B)

MapFlex 9-1-1

MapFlex Server and Backup Server
Number of MapFlex Client Positions

Configured at VIPER Node A
4

Model #	Description	Qty	Unit Cost	Total
¹ MapFlex 9-1-1 Client Licenses				
MF-DMS	MapFlex Client License	4		SW Subscription
			Subtotal	\$ -
¹ Installation				
950105	MapFlex Client Implementation - Price Per Hour	4		
960575	Living Expense Per Day	1		
			Subtotal	\$ 1,000.00
¹ Training				
960801	MapFlex Training - Price Per Day	1		
960575	Living Expense Per Day	1		
			Subtotal	\$ 1,700.00
			Total	\$ 2,700.00

System Upgrade Configuration - Milton PD (Remote VIPER)

MapFlex 9-1-1

MapFlex Server and Backup Server Configured at VIPER Node A
 Number of MapFlex Client Positions 2

Model #	Description	Qty	Unit Cost	Total
¹ MapFlex 9-1-1 Client Licenses				
MF-DMS	MapFlex Client License	2	SW Subscription	
			Subtotal \$	-
¹ Installation				
950105	MapFlex Client Implementation - Price Per Hour	4		
960575	Living Expense Per Day	1		
			Subtotal \$	1,000.00
¹ Training				
960801	MapFlex Training - Price Per Day	1		
960575	Living Expense Per Day	1		
			Subtotal \$	1,700.00
			Total \$	2,700.00

Notes

- 1 This Quote provides pricing and configuration to upgrade the current Power MAP systems installed at three PSAPs in Santa Rosa County to MapFlex 9-1-1.

This quote assumes each PSAP is operating with an active and valid Software Subscription agreement and is currently operating Power MAP software. If a Software Subscription agreement has expired or was not purchased, this quote may be revised with the current upgrade pricing for MapFlex Client positions. Upgrade pricing for MapFlex Client positions, including no-charge upgrades covered under a Software Subscription agreement, requires the PSAP be currently operating Power MAP. If Power MAP is not installed, this quote may be revised to include then-current pricing for new licenses.

The quoted upgrade to MapFlex 9-1-1 requires each PSAP to run Power 911 version 5.5 SP3 with FR003645 or a more current version at the time of installation. This quote does not include pricing to upgrade Power 911 equipment and software and assumes each PSAP is currently operating version levels at or above those required for MapFlex 9-1-1.

Installation is priced to be conducted in one trip for all three PSAPs.

Training is priced to be conducted in one trip for all three PSAPs.

Intrado MapFlex

MapFlex is a viewing software. Customers must supply and maintain GIS data unless Intrado has been contracted to fulfill this role.

The Intrado GIS Data Validation service examines the quality of end user supplied GIS data for use by MapFlex 9-1-1. Any potential problems identified during the GIS data validation process are reported to customer, including problem descriptions and recommended corrective action.

The GIS data is configured to work with MapFlex. GIS Data reparation includes sample testing to ensure that the desired operational results can be achieved.

The GIS Validation service produces a report which characterizes issues as recommended to be fixed or required to be fixed before deployment. Errors in the GIS data required to be fixed will severely impact the ability for MapFlex to map incoming 9-1-1 calls. Intrado will not be liable for loss of functionality in MapFlex associated with inadequate or incomplete end user supplied GIS data.

Corrections to GIS data are not performed as part of the GIS Validation service, nor can the positional accuracy of the data validated. If the customer requires or prefers corrections to their GIS data to be completed by Intrado, a price quote for those services can be provided upon request.

To ensure timely delivery of the customer order for mapping products and GIS data validation, Intrado requires GIS data to be delivered for validation as soon as possible after placement of the order.

Terms

SUBMIT TO ordermanagement@intrado.com

PRICING All prices are in U.S. Funds. Taxes, if applicable, are extra.
Shipping charges are extra unless specified on the quote.

SHIPPING FCA (Montreal), INCOTERMS 2010

PAYMENT Per Contract

DELIVERY TBD

VALIDITY Quote is valid for 120 days. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

To: Ken Bass E911 Coordinator Santa Rosa County
From: Richard Ruminski Gulf Breeze PD Communications Supervisor.
Re: (11 System)
Date: August 12 2014

The Zetron 911 system located at the Gulf Breeze Police Dept. is entering its 11th year of service. The system has proven to be very reliable however it has reach the end of it expected lifetime. The system is starting to show its age and repairs costs are increasing.

It is my opinion that the Zetron system needs to be replaced with a newer system that reflects the changes in technology that have occurred in the past 10 years. A new system that is expandable and easily upgradable to incorporate the new Next Generation 911 Standards.

It is our hopes that we can become part of the Santa Rosa County Intrado Power911 system. The Intrado system has been in place for several years and is already used by the other Emergency Services Departments in Santa Rosa County.

We would like to have the new system installed in the 2014-2015 budget year with a go live date sometime in January of 2015. The City of Gulf Breeze is willing to fund the Maintenance and service contract for the life of the system. We are asking that the BOCC fund the purchase of equipment, software and installation costs through the E 911 Funds.

If you have any questions please feel free to call me.

Richard Ruminski

Gulf Breeze PD

RECEIVED

AUG 28 2014

EMERGENCY
MANAGEMENT

311 Fairpoint Dr • Gulf Breeze, FL 32561 • Phone (850) 934-5121 • Fax (850) 934-5127



Accredited by Commission for Florida Law Enforcement Accreditation



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: Brad Baker, Director, Emergency Management
Through: Tony Gomillion, Director, Public Services
Re: Intrado A9-1-1 Agreement
Date: September 24, 2014

RECOMMENDATION

Request that the Board approve and enter into an agreement with Intrado for services related to A9-1-1 routing and location data management, and authorize the Chairman to sign all related documents.

BACKGROUND

AT&T is our current provider of location data management. AT&T is unable to provide the connectivity for the A9-1-1 network in the immediate future. A9-1-1 is the texting service that leads to Next Generation 911. Next Generation 911 (NG911) is an initiative that improves communications in a more wireless society. We will discontinue using AT&T services pending the completion of data validation. As we progress to the next step that enables the public to transmit text messages, videos, and data, it is necessary to prepare for and implement 9-1-1 call capabilities. Entering into this agreement with Intrado will start the steps toward more advanced 9-1-1 systems and services. The monthly recurring cost will not start until January and are included in the 2015 Enhanced 9-1-1 Budget.

COMPLETION

Santa Rosa County Attorney has reviewed the agreement and original 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
Interim Building Official

6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
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Emergency Management
Brad Baker
Director

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

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Veterans Services
Karen Haworth
Director

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

"One Team, One Goal, One Mission"

This Agreement for Services is between Intrado Inc. ("Intrado") and Santa Rosa County, FL ("Customer"), as of _____ 2014, or if no date is indicated, as of the latest signature date ("Effective Date"). The parties also have entered into a mutual nondisclosure agreement dated as of _____, 2014 ("NDA"). The parties may enter into orders or statements of work referencing this agreement (each, an "Attachment") describing the Intrado services ("Services"). "Agreement" means this Agreement for Services and all Attachments. "Affiliate" has the meaning in Rule 405 of the Securities Act of 1933, as amended.

1 TERM: This Agreement will continue from the Effective Date until the expiration or termination of the latest-ending Attachment.

2 PAYMENT

2.1 Invoices: Customer will pay the fees described in Attachments. Intrado bills recurring fees monthly and non-recurring fees within 30 days of the Attachment effective date (except as specified in an Attachment). Invoices may be transmitted electronically and are payable via electronic funds (ACH, EFT or wire transfer) within 30 days of invoice date, without setoff or deduction. Requested Services performed by Intrado before an Attachment effective date or outside the scope of the Attachment will be billed at Intrado's then-current rate (except as otherwise specified in an Attachment). Intrado will apply payments to the oldest outstanding invoice.

2.2 Taxes: Customer will bear all taxes, duties, and other government charges relating to the Services (including interest and penalties), except taxes based on Intrado's income. Any tax exemption must be supported by appropriate documentation.

2.3 Termination: Intrado's pricing is based on fees for the entire Attachment term. On early termination of an Attachment (except due to Intrado's default), Customer will pay for Services delivered and outstanding invoices, plus a termination fee equal to recurring fees times the remaining months of the Attachment term. "Recurring fees" will be the average monthly fee for the six months before the notice of termination. The parties agree that Intrado has made pricing concessions based on the amount of recurring fees for the term of the Attachment, and the termination fees are a fair approximation of Intrado's damages, not a penalty.

2.4 Late Payments: Invoices not paid when due will bear interest from the due date at the lower of two percent per month or the highest allowable rate. Customer will pay all reasonable costs of collection (including attorney fees). Intrado may change payment terms or require a deposit upon an adverse change in Customer's financial condition or payment record.

2.5 Disputed Invoices: Customer may withhold only good faith disputed amounts, not to exceed one month's recurring fees for the Service and will pay all other amounts when due. Customer must notify Intrado within 15 days of any disputed invoice, specifying the nature of the dispute. The parties will try in good faith to resolve any disputed invoices within 30 days.

3 CONFIDENTIALITY: The NDA applies to disclosure and use of confidential information exchanged under this Agreement, and is incorporated herein for this purpose only.

4 LIMITED WARRANTY

4.1 Warranty: Intrado warrants that Services will be provided in a workmanlike manner, in accordance with industry standards and by individuals with suitable skills and abilities.

4.2 Disclaimer: EXCEPT AS STATED IN THIS SECTION, INTRADO MAKES NO EXPRESS OR IMPLIED

WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4.3 Customer Materials: Customer will provide information reasonably requested by Intrado to perform the Services, including as applicable: telecommunication or cell site specifications; Customer or third party databases; network architectures and diagrams; performance statistics; interfaces and access to Customer systems, including third party systems; routing and network addresses and configurations ("Customer Materials"). Customer warrants that (a) Customer is solely responsible for the content and rights to the Customer Materials; (b) the Customer Materials will be accurate; and (c) Intrado's use of the Customer Materials will not violate the rights of any third party.

5 LIMITATION OF LIABILITY

5.1 Limitation: EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS TITLED PAYMENT, CONFIDENTIALITY, INDEMNIFICATION, AND INTELLECTUAL PROPERTY, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF INTRADO FOR ANY REASON WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER UNDER THE RELEVANT ATTACHMENT IN THE SIX MONTHS PRIOR TO THE CLAIM.

5.2 Application: THESE LIMITS ON LIABILITY APPLY WHETHER THE CLAIM ARISES OUT OF BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY, AND EVEN IF THE DAMAGES ARE POSSIBLE OR FORESEEABLE.

5.3 Time Limit: ANY SUIT MUST BE FILED WITHIN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUES.

6 INDEMNIFICATION

6.1 Infringement: Intrado will (a) defend or settle any third party claim against Customer that the Services infringe any patent issued as of the Attachment effective date ("IP Claim"); and (b) pay any final judgment or settlement agreed to by Intrado. These obligations will not apply if a claim arises in whole or in part from (1) Customer's alteration of the Services; (2) the Customer Materials or Services based on the Customer Materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by Intrado; (3) combination of the Services with the Customer Materials or any materials, products or services not provided by Intrado; or (4) any third party products or services. If an IP Claim occurs or Intrado believes may occur, Intrado may (1) obtain the right to continue the Services; (2) modify the Services so they are non-infringing and in compliance with this Agreement; or (3) terminate the Services without liability other than this indemnity obligation. This section describes Customer's exclusive remedy for any infringement claims.

6.2 Intrado Indemnity: Intrado will indemnify, defend and hold harmless Customer, its Affiliates and their officers, directors, employees and agents from third-party claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees and expenses (collectively, "Claims") for physical injury or death or tangible property damage to the extent caused by Intrado's gross negligence or willful misconduct.

6.3 Customer Indemnity: Customer will indemnify, defend and hold harmless Intrado, its Affiliates and their officers, directors, employees and agents from Claims (a) relating to the Customer Materials or a breach of the section titled Customer Materials; (b) relating to any Customer product or service; or (c) for physical injury or death or tangible property damage to the extent caused by Customer's gross negligence or willful misconduct.

6.4 Procedures: The indemnified party will (a) notify the other party of any IP Claim or Claim; (b) relinquish control of the defense and settlement; and (c) assist the indemnifying party as reasonably requested. Notice of an IP Claim must include a claim chart showing how the Services infringe the patent claims. This claim chart will not impact either party's rights or remedies under this Agreement. The indemnifying party may settle any IP Claim or Claim without the indemnified party's consent if the settlement does not affect the rights of the indemnified party. The indemnified party may participate in the defense at its expense.

7 TERMINATION FOR DEFAULT: If either party fails to cure a material default within 10 days for late payments, or 30 days for other default, after notice specifying the default, the non-defaulting party may terminate the Agreement or applicable Attachment, and pursue any other available remedies. The cure period will extend for 30 more days if Intrado uses good faith efforts to cure.

8 INTELLECTUAL PROPERTY

8.1 Intrado IP: Intrado retains full and exclusive ownership of and all rights in, to and under its trademarks, service marks, tradenames and logos, and any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to the Services and any development, enhancement, improvement or derivative works of the Services except for the Customer Materials (collectively, including all intellectual property rights, "Intrado IP"). Intrado grants Customer a non-exclusive, non-transferable license during the term to use the Intrado IP only to the extent required to utilize the Services, subject to this Agreement. Customer receives no other right, title or interest in, to or under Intrado IP. Intrado IP is Intrado's confidential information under the NDA. Customer will cooperate to take such actions reasonably requested to vest ownership of Intrado IP in Intrado.

8.2 Restrictions; Reservation of Rights: Customer will not disclose or allow access to Intrado IP, including without limitation, software and systems, by anyone other than Customer's employees and subcontractors who have a need to access the Intrado IP and who are bound by law or written agreement to comply with Customer's duties under this Agreement. Neither party will reverse engineer, decompile, disassemble or translate the other party's intellectual property or confidential information. Each party reserves all rights to its intellectual property and confidential information.

9 ON-SITE SERVICES: For any Services performed on Customer's premises, Customer will (a) provide appropriate facilities, access, furnishings, equipment, software,

documentation, passwords and data; (b) maintain adequate security, safety, utilities, and environmental standards; and (c) reimburse Intrado for its reasonable out-of-pocket expenses, including coach class travel, business class lodging, automobile rental, and meals, unless otherwise provided in the Attachment. While on the other's premises, each party will comply with the other party's written security rules and regulations.

10 INSURANCE: Each party will maintain: (a) Workers' Compensation insurance required by law; (b) employer's liability insurance with limits of at least \$500,000 for each occurrence; (c) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (d) Commercial General Liability insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (e) Professional Liability or Errors and Omissions insurance of at least \$1,000,000 for each occurrence; and (f) excess or umbrella liability at a limit of at least \$5,000,000 per occurrence and aggregate in excess of the underlying coverage required above. The CGL, employer liability, excess or umbrella liability, and automobile liability policies of each party will designate the other party as an Additional Insured. On request, the other party will furnish certificates evidencing the foregoing insurance. Each party will strive to notify the other at least 30 days before any cancellation or termination of its policy.

11 MISCELLANEOUS

11.1 Force Majeure: Neither party is liable for delays or defaults in its performance hereunder (except for its payment obligations) due to causes beyond its reasonable control, including: acts of God or government; war, terrorism, fire or explosion; flood; extreme weather; epidemic; riots; embargoes; viruses; technology attacks; labor disturbances; failure or unavailability of the Internet, telecommunications, transportation, utilities or suppliers.

11.2 Independent Contractors; Beneficiaries: The parties are independent contractors. No agency, joint venture or partnership is created under this Agreement. This Agreement benefits Customer and Intrado only; there are no third party beneficiaries, including Customer's customers.

11.3 Interpretation; Conflict; Severability: "Including" means including, without limitation. "Days" means calendar days. If any terms of this Agreement and an Attachment conflict, the Attachment will govern for that Attachment only. No preprinted purchase order or other Customer form terms will apply. Any provision held unenforceable by a court will be enforced to the fullest extent permitted by law and will not affect the other provisions. No course of dealing or failure to exercise any right or obligation is an amendment or waiver. This Agreement may be modified, amended or waived only in writing signed by the parties.

11.4 Assignment: This Agreement will be binding on the permitted successors and assigns. Neither party may transfer or assign this Agreement without the prior written consent of the other, not to be unreasonably withheld, except that Intrado may assign this Agreement to an Affiliate or to an acquirer of all or part of its business or assets without consent.

11.5 Applicable Law and Remedies: This Agreement is governed by Colorado law, without regard to choice of law principles. Each party consents to personal jurisdiction and



exclusive venue in the courts in Denver or Boulder, Colorado, and waives all rights to a jury trial. Injunctive relief will apply to any breach of Section 3 or 8 above. All rights and remedies are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in this Agreement. Each party will be entitled to the same governmental or other immunity or other protections afforded by any law, rule or regulation to the other party, and neither party will object to or interfere with the other party's application of this sentence.

11.6 Compliance with Laws: Each party has or will timely obtain all consents, licenses, permits and certificates required to perform under this Agreement. Each party will comply with laws, rules, regulations and court orders applicable to it or the Services. Intrado may cease or modify the Services as reasonably required to comply with changes in law.

11.7 Advertising and Publicity: Neither party will use the other party's name or marks in any press release, advertisement, promotion, speech or publicity, without the other party's prior written consent, except that Intrado may

use Customer's name and marks in its customer lists, sales or promotional materials without consent.

11.8 Affiliates; Changes: Services may be provided, in whole or part, by Intrado or its Affiliates. Intrado Communications, Inc., may provide regulated portions of the Services. Intrado may modify or improve Services during the term.

11.9 Notices; Entire Agreement; Survival; Signature: All notices must be in writing and delivered to the address below. Notices are effective on receipt when sent by certified or registered U.S. Mail, charges prepaid, return receipt requested or when delivered by hand, overnight courier or fax with confirmed receipt. This Agreement constitutes the entire agreement and supersedes any prior written or oral agreements or understandings related to its subject matter. Sections titled Invoice and Payment, Confidentiality, Limited Warranty, Limitation of Liability, Indemnification, Intellectual Property and Miscellaneous will survive termination of this Agreement. This Agreement may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

SANTA ROSA COUNTY, FL

INTRADO INC.

Authorized Signature

Authorized Signature

Name

Name

Title Dated signed:

Title Date signed:

Authorized Signature

Address for Notices:
1601 Dry Creek Dr.
Longmont, CO 80503
Attn: Legal Department, copy attn: Corporate Controller
Fax: 720-494-6600

Name

Title Dated signed:

Address for Notices:
4499 Pine Forest Rd.
Milton, FL 32583
Attn: Ken Bass
Fax: 850-983-5269





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: Brad Baker, Director, Emergency Management
Through: Tony Gomillion, Director, Public Services
Re: Lifeguard Dispatch Agreement
Date: September 25, 2014

RECOMMENDATION

Request Board of County Commissioners enter into agreements to provide four additional dispatch positions to accommodate additional dispatch needs related to the addition of air transport and non-emergency out of service area ground transfers with Lifeguard Ambulance Service and Med-Trans Corporation and authorize Chairman to sign all related documents. Each agency would contribute \$80,000.00 for the sum of \$160,000.00 annually.

BACKGROUND

Lifeguard Ambulance Service and Med-Trans Corporation has requested Santa Rosa Emergency Management Communications Center (EMC) to dispatch Lifeguard 1 helicopter as it relates to all rotor wing calls generated in the panhandle operations. The EMC currently dispatches all non-emergency ambulance calls for service which includes transfers within Escambia County. Lifeguard requests this continue as part of the agreement and that Santa Rosa County absorb the employee functions of call receipt, dispatch and tracking of basic life support (BLS) units. Lifeguard and Med-Trans are requesting to pay 1/12th payments monthly for services rendered.

COMPLETION

Upon approval EMC will hire four full time dispatchers and EM staff will monitor agreement for compliance.

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
Brad Baker
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
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Tony Gomillion, Director

TO: Board of County Commissioners
FROM: Rhonda Royals, Building Official
THROUGH: Tony Gomillion, Public Services Director
SUBJECT: Building Code BOA Member Appointments
DATE: September 15, 2014

DISCUSSION

By the Board to appoint members to serve on the newly combined ***Building Code Board of Adjustment and Appeals***.

BACKGROUND

In order to meet the current administrative regulations we are required to have **at least three (3) consumer representatives and four (4) tradespersons serve on a seven member board**. Our current membership includes several members who wish to continue to serve with the remaining current members ready to step down or no longer qualify to serve. A list of those current members willing to continue to serve is attached.

RECOMMENDATION

That the Board re-appoint those current members willing to continue to serve for a term of two (2) years, appoint two new consumer members for a term of three (3) years; and, appoint one new plumbing tradesperson member for a term of four (4) years to the ***Building Code Board of Adjustments***.

Animal Services
Dale Hamilton
Director

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

Building Inspections & Code Compliance
Rhonda C. Royals
Building Official

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(850) 981-7155

"One Team, One Goal, One Mission"

Current members who are willing to continue serving on the newly created seven member board are:

Current Member	Trade	Recommended Term Length
Gary Mooneyham	Mechanical Tradesperson	2 years
Pete Southerland	Building Tradesperson	2 years
Marc Cotton	Electrical Tradesperson	2 years
George Jernigan	Consumer Representative	2 years

Others who have expressed interest in serving on the BOA:

Name	Trade	Recommended Term Length
Stephen Reyes	Consumer Representative	3 years
Sam Vickers	Consumer Representative	3 years
William Mayne, Jr.	Plumbing Tradesperson	4 years

Current BOA members choosing to step down or who no longer qualify to serve at this time:

Name	Board
Larry Hall	Building BOA
Frank Harold	Building BOA
William "Billy Jim" Blackmon	Building BOA
C. W. "Blackie" Black	Building BOA
Rick Boggs	Mechanical BOA
Bob Cooper	Mechanical BOA
Van Schwencke	Plumbing BOA
Doug Thorpe	Electrical BOA
Steve Salter	Electrical BOA
Jayer Williamson	Electrical BOA



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: Kristen A. Shell, M.S.P, M.E., AICP, Senior Planner
THROUGH: Tony Gomillion, Public Services Director
SUBJECT: Grant for South Santa Rosa Bicycle Pedestrian Master Plan
DATE: September 15, 2014

RECOMMENDATION

The purpose of this agenda item is to request acceptance of a grant in the amount of \$25,000 from the Florida Department of Economic Opportunity (DEO), Bureau of Community Planning. Staff also requests that the Board authorize the West Florida Regional Planning Council as the selected consultant. This grant was awarded for the purposes of preparing a Bicycle and Pedestrian Master Plan for South Santa Rosa County.

BACKGROUND

A technical assistance grant application approved by the Board and submitted to the DEO in June of this year. The DEO has informed planning staff that the grant application was approved for \$25,000 which is \$10,000 less than the application amount of \$35,000.

Per Section 186.505 of the Florida Statutes, the County can contract directly with the West Florida Regional Planning Council as a governmental agency without using the competitive bid process outlined in Chapter 287, Florida Statutes. Since the funding amount is low, the use of Planning Council staff in conjunction with in house staff efforts will be necessary in order to deliver a quality product by the required project deadline of May 31, 2015. Attachment A (Exhibit A), provides the project scope of work including main project deliverables and objectives. Attachment B (Exhibit B), provides the tentative project timeline.

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

**Building Inspections &
Code Compliance**
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Building Official

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

Emergency Management
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Director

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

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South Santa Rosa Bicycle Pedestrian Master Plan Scope of Work

The purpose of this funding request is to enable Santa Rosa County to engage the services of a consultant to prepare a Bicycle and Pedestrian Master Plan for the southern portion of the County, known as the South Santa Rosa Peninsula. It is the goal of the South Santa Rosa Bicycle Pedestrian Master Plan to provide a mapped bicycle loop route and/or minimum grid that is both an alternative to automobile travel on U.S. Highway 98 as well as a quality of life/tourism enhancing recreational route. Secondary goals are to analyze existing bike/ped plans and programs and determine priorities based on identified and formulated goals and appropriate linkages. Tertiary goals include integrating transportation and land use decisions and identifying funding strategies for the development of the plan. The plan will incorporate bicycle/pedestrian improvements, both identified and existing, and promote connectivity between the systems while seeking to improve overall bike/ped safety along the US 98 corridor. The plan will synthesize the various bicycle and pedestrian activities related to multi-modal mobility, quality of life, tourism promotion, safety, connectivity, health, education, and environmental concerns.

According to the 2012 Road Safety Assessment Report for US 98 in Santa Rosa County from the Bridge in Gulf Breeze east to the Okaloosa County Line (Appendix A), "Communities, developments, and commercial growth have increased the use of pedestrian and bicycle traffic. The conflict between vehicles and pedestrians appears to be the main concern along this corridor". At the time of this report, US 98 had an ADT of around 43,300 vehicles per day and accident report data indicated 21 accidents involving pedestrians (7 fatal) and 6 accidents involving bicyclists (2 fatal) in 2010 alone. The report team concluded that the "major contributing factors were lack of lighting, lack of pedestrian/bicycle facilities, and driver error". Along these lines, this report included some recommended improvements that may be considered under this proposed scope of work along with the existing improvements shown on Map 1 and other proposed improvements.

Task 1: Citizen Participation and Plan Marketing

Activities

- 1.A. Develop social media and online presence for the planning effort.
- 1.B. Stakeholder identification and citizen participation design with goal of broad based public support for final recommendations.

Products

- Project Facebook page;
- Project website – may be hosted on the County website and should include ability to survey or solicit two way communication;
- Citizen participation plan that includes how stakeholders will be engaged through focus groups (minimum of six meetings) or other targeted meeting formats and that includes opportunities for broad based citizen involvement; and
- Outreach materials including but not limited to handouts, maps, flyers, graphics.
- Summary and analysis of public participation efforts (final delivery).

Task 2: Identification of Goals and Prioritization Objectives

Activities

2.A. Based partially on the activities identified in Task 1 above and other planning level concepts and ideas, develop a list of bike/ped goals and prioritization objectives. It is intended that these goals and prioritization objectives be included into the following Task activities as well as the Santa Rosa County Comprehensive Plan.

Product

Written listing of bike/ped goals and prioritization concepts including analysis and discussion of the activities identified in Task 1 above. Examples of such goals include: 1) A minimum pedestrian grid; 2) Protected bike facilities that separate bike from automobile traffic; 3) Providing a transportation choice as an alternative to US 98 automobile travel that will serve to eliminate bike / ped related fatalities along this corridor; 4) Providing a facility that is attractive to both current cyclist and those citizens desiring a transportation alternative who may be worried, vulnerable but intrigued; 5) Enhancing tourism and economic development through transportation alternatives and linkages to existing facilities or proposed tourism enhancing facilities; 6) Providing linkages between neighborhoods and bike/ped traffic generators such as the Navarre YMCA, tourism attractions, existing routes/facilities, and area schools; and 7) Increasing opportunities for improved community health.

Task 3: Existing and Planned Bike/Ped Facilities Analysis

Activities

3.A. Analyze existing plans and identified projects and provide an analysis of the identified projects in terms of the goals and prioritization objectives identified in Task 2 above. These goals and prioritization objectives may include: mobility, recreational enhancement, cost feasibility, safety, connectivity, etc.

Product

- Listing and summarization of existing projects both built and proposed or planned
- Analysis of proposed or planned projects in terms of identified goals and prioritization objectives. This analysis may be in the form of a matrix or other decision making tool.

Task 4: Bicycle Loop or Corridor Identification

Activities

4.A. Familiarization of the US 98 Corridor and associated traffic and safety issues.

4.B. Identification and mapping of a proposed recreational bicycle loop that would include the entire east west length of the peninsula, consider linkages to the Navarre Beach and South Santa Rosa bicycle routes, consider both mobility and recreational objectives; and consider the input of citizens both avid cyclist and recreational cyclist.

4.C. Feasibility analysis of the proposed bicycle loop.

Product

Map of proposed bicycle loop and written analysis of loop including feasibility and a discussion of how the proposed loop meets identified goals and prioritization objectives.

Task 5: Identification and Selection of Strategies/Recommendations

Activities

5.A. Identify additional bike/ped strategies and recommendations. Recommendations should be based on the goals and prioritization objectives identified above in task 3.

Product

Listing and analysis of bike/facility recommendations provided in both written and accompanying map formats.

Task 6: Identification of Funding Sources

Activities

6.A. Provide a summary of available funding through the MPO process and identify shortcoming and limitations.

6.B. Identify and list any available grant or other funding options including local options and provide analysis of relevance.

Product

Analysis and listing of existing and available funding sources in written format to be included into the final planning document.

Task 7: Final Plan Preparation

Activities

7.A. Combine the results of Tasks 1 through 4 above in a highly professional planning document including graphics, photos, and maps.

Product

Final report delivered in print (5 copies) and electronic format (MS Word and Searchable PDF format).

Project Schedule

Timeframe	Tasks
Weeks 1 -4 (September 29 – October 24)	Task 1: Citizen Participation <ul style="list-style-type: none"> • Develop citizen participation plan; • Create slogan, Facebook page, website content, forms surveys and handouts
Weeks 5-8 (October 27-November 21)	Task 1: Public Meetings <ul style="list-style-type: none"> • Conduct large stakeholder meetings • Conduct 3 of 6 focus group meetings • Analyze results • Continuously monitor and update online media
November 24 - Thanksgiving Week	No Scheduled Tasks
Weeks 9-10 (December 1-December 12)	Task 1:
Task 1: 80% Complete	<ul style="list-style-type: none"> • Preparation for focus groups, additional meetings
(December 22 – January 4) - Christmas/New Years	No Scheduled Tasks
Weeks 12-14 (January 5-January 23)	Task 1: Conduct final 3 focus groups
Task 1: 90% Complete	Task 2: Identification of Goals and Prioritization Objectives
Task 2: 100% Complete	Task 3: Existing and Planned Bike/Ped Facilities Analysis
Weeks 15-19 (January 26-February 27)	<ul style="list-style-type: none"> • Listing and summarization of existing projects both built and proposed or planned; • Analysis of proposed or planned projects in terms of identified goals and prioritization objectives
Task 3: 100% Complete	Task 4: Bicycle Loop or Corridor Identification
	<ul style="list-style-type: none"> • Familiarization of the US 98 Corridor and associated traffic and safety issues; • Feasibility analysis of the proposed bicycle loop; • Develop map and analysis of alternatives based on Task 2 goals and objectives.
Weeks 20-23 (March 2-March 27)	Task 5: Identify additional bike/ped strategies and recommendations
Task 4: 100% Complete	Task 6: Identification of Funding Sources
	<ul style="list-style-type: none"> • Prepare Summary of available funding; • Identify and list any available grant or other funding options including local options
Week 24 (April 6- April 10)	Task 7: Final Plan Preparation
Task 5: 100% Complete	
Weeks 25- 26 (April 13- April 24)	
Task 6: 100% Complete	
Weeks 27-29 (April 27- May 15)	
Task 1: 100% Complete	
Task 7: 100% Complete	

Schedule of Deliverables and Payment

Completion Date	Task Completion	Payment Due to Consultant
December 12, 2014	Task 1: 80%	\$6,400.00
January 23, 2015	Task 1: 90%	\$800.00
	Task 2: 100%	\$2,000.00
February 27, 2015	Task 3: 100%	\$4,000.00
March 27, 2015	Task 4: 100%	\$7,000.00
April 10, 2015	Task 5: 100%	\$2,000.00
April 24, 2015	Task 6: 100%	\$2000.00
May 15, 2015	Task 1: 100%	\$800.00
	Task 7: 100%	
Total:		\$25,000.00

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Tony Gomillion, Director

MEMORANDUM

TO: Board of County Commissioners
FROM: Shawn Ward, Transportation Planner
THROUGH: Tony Gomillion, Public Services Director
SUBJECT: Veterans Transportation and Community Living Initiative Grant
DATE: September 15, 2014

RECOMMENDATION

That the Board adopt the attached amended interlocal agreement with Escambia County to allow the filing of the Federal Section 5309, Veterans Transportation and Community Living Initiative (VTCLI) grant application and related documents with the Federal Transit Administration.

BACKGROUND

In July 2012, Santa Rosa County was selected to receive a Federal Transit Administration, Veterans Transportation and Community Living Initiative (VTCLI) grant. The award amount is \$222,387 coming from Federal Section 5309 funding. The grant is to purchase scheduling software and hardware for the Community Transportation Coordinator, Pensacola Bay Transportation, in order to provide more efficient demand service passenger trips within both Escambia and Santa Rosa County.

Typically Section 5309 funds are only available to the FTA designated recipients which for our area is Escambia County; however, this grant was made available to everyone. In order to receive the federal funds one must be registered with FTA as a grantee. Santa Rosa County is not an FTA registered grantee but Escambia County is.

On July 11, 2013, an interlocal agreement with Escambia County was adopted to allow the filing of the Federal Section 5309, Veterans Transportation and Community Living Initiative (VTCLI) grant application and related documents with the Federal Transit Administration. The 2013 interlocal agreement identified one Community Transportation Coordinator for both

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counties. That has since changed and now there are two separate individual Community Transportation Coordinators, Pensacola Bay Transportation in Santa Rosa County and First Transit in Santa Rosa County.

Next Steps

If approved by the Board, staff will continue to work with Escambia County and Pensacola Bay Transportation to implement the grant by purchasing scheduling software and hardware.

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09/04/2014/CARTI-11

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN SANTA
ROSA COUNTY AND ESCAMBIA COUNTY FOR FEDERAL TRANSIT
ADMINISTRATION GRANT FUNDING**

This Amendment to Interlocal Agreement (hereinafter "Agreement") is made and entered into this 4th day of September, 2014, by and between Santa Rosa County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Santa Rosa"), with an administrative address of 6495 Caroline Street, Milton, Florida 32570, and Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Escambia"), with an administrative address of P.O. Box 1591, Pensacola, Florida 32597.

WITNESSETH:

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

WHEREAS, pursuant to §§163.01, Florida Statutes, et seq., Escambia and Santa Rosa are authorized to enter into interlocal agreements and cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, on or about July 11, 2013, the Parties previously entered into an Interlocal Agreement establishing the conditions, extent, and mechanism whereby the Parties agreed to cooperatively utilize Veterans Transportation and Community Living Initiative (VTCLI) grant funding in the amount of \$222,387 from the Federal Transit Administration (FTA), Department of Transportation (DOT), for eligible projects and expenditures; and

WHEREAS, in accordance with Chapter 427, Florida Statutes, and applicable federal regulations and requirements, Escambia County and Santa Rosa County are designated planning areas now served by separate Community Transportation Coordinators (CTC) to coordinate community transportation services for citizens within the counties; and

WHEREAS, the Parties hereto find that it is in the best interest of the public to amend certain provisions of the Interlocal Agreement relating to the Use of Funding.

NOW THEREFORE, it is mutually agreed that the parties enter into this Amendment to the Interlocal Agreement dated July 11, 2013, subject to the terms and conditions recited below:

1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
2. That Section 5, "Use of Funding," is amended as follows:

Date: 09/04/2014 Verified By: NA Lamb

Section 5. Use of Funding. ~~VTCLI grant funding shall be utilized to purchase updated scheduling software and equipment for the existing one call/one click center operated by the CTC serving Escambia and Santa Rosa in order to provide more efficient, cost effective community transportation service within the two county area.~~

a) Escambia County will utilize VTCLI grant funding to acquire:

1. Interactive Voice Response Module and hardware in the amount of \$130,387

b) Santa Rosa County will utilize VTCLI grant funding to acquire:

1. Automated Scheduling Software in the amount of \$53,500

2. Mobile data terminals and hardware in the amount of \$38,500

3 That the parties hereby agree that all other terms and conditions of the Interlocal Agreement dated July 11, 2013, not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

5. That invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

6. That this Amendment to the Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the Parties, the County shall be responsible for such filing.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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

Approved as to form and legal sufficiency.

By/Title: Kellieal HCH
Date: 8/12/19

Escambia County, Florida, Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: Lumon J. May
Lumon J. May, Chairman

Date: 9/4/2014

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: 09-04-2014

By: Pam Childers
Deputy Clerk



Santa Rosa County, Florida, Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
Jim Melvin, Chairman

Date: _____

ATTEST: Don C. Spencer
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Clerk

(Seal)



Department of Public Services

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Milton, Florida 32583
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Tony Gomillion, Director

MEMORANDUM

TO: Board of County Commissioners
FROM: Erin Malbeck, Housing Program Coordinator
THROUGH: Tony Gomillion, Public Services Director
SUBJECT: Consideration of Bids for SHIP Substantial Rehabilitation Project Located at 5332 Conecuh Street, Milton
DATE: September 3, 2014

RECOMMENDATION:

That the Board consider bids received for SHIP Substantial Rehabilitation project located at 5332 Conecuh Street in Milton.

BACKGROUND:

Project Description

This project is an older home in the City of Milton in need of significant repairs. The homeowners, both in their early 70's and disabled, initially requested roof replacement. Upon inspection it was determined that two major repairs were warranted:

- (1) A major roof renovation to properly direct water from the roof and prevent future problems, and
- (2) Replacement and/or removal of the "den" area which had sustained major water damage to its walls and floor.

Due to the anticipated cost of repairs, staff prepared two scopes of work: Option 'A' and Option 'B'. Both scopes include reconstruction of the roof. Option 'A' included reconstruction of the den whereas Option 'B' called for that area to be converted into a covered deck. The den currently connects the main home structure to an addition on the house; a covered deck would function as a breezeway between the main home and the addition.

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Dale Hamilton
Director

4451 Pine Forest Road
Milton, FL 32583
(850) 981-7000

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Milton, FL 32583
(850) 981-7000

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Bids

The following bids were received:

<u>Contractor</u>	<u>Option 'A'</u>	<u>Option 'B'</u>
Kyser Construction, Inc.	\$52,850	\$49,900
Mike Motes Builders, LLC	\$58,000	\$63,000
Design Homebuilders	Non Responsive*	Non Responsive*

* This bid considered "non responsive" due to lack of itemization and inclusion of required addendum.

Options

Two options for Board action are readily apparent:

- (1) Decline all bids and determine that the project exceeds the scope of the County's substantial rehabilitation program. The lowest bid exceeds the maximum award amount by 43%.
- (2) Award the bid to Kyser Construction, Inc. as the lowest responsive bidder and
 - (A) Select Option 'A' or Option 'B'. Option 'A' is higher by \$2,950 but would allow for retaining the current square footage and functionality of the home.
 - (B) Approve exceeding the program maximum award as needed.

Enclosures: Pictures
Low bidder Specifications Bid Submission Sheet

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6051 Pine Forest Road
Milton, FL 32583
(904) 392-5000

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Code Compliance**
Rhonda C. Royals
Building Official

6051 Old Bagdad Hwy, Ste 202
Milton, FL 32583
(904) 392-5000

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Director

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(904) 392-5000



Bid Form

CONTRACTOR'S SUBSTANTIAL REHABILITATION SPECIFICATIONS BID SUBMISSION SHEET SHIP/HOME PROGRAM

APPLICANT/OWNER	
ADDRESS: PHONE NO.	
JOB NO: Housing Rehab:	DATE PREPARED: 7/23/2014
BID OPENING DATE: September 2, 2014 TIME: 10 AM	MANDATORY PREBID MEETING DATE: August 20, 2014 TIME: 8:30 am

Contractor's Certification:
 I (we) certify that I (we) have carefully examined the *Housing Program Rehabilitation Project document including the Contractor Section*, for the above referenced job, and submit the following **TOTAL** bid to complete the project to construction industry standards for repairs, and that there will be **NO CHANGE ORDERS OR ADDITIONAL FUNDING** on this project. On the basis of these examinations, I(We) propose to furnish all materials, tools, machinery and labor necessary to complete the work in a professional manner and to complete the rehabilitation work at the prices listed opposite each item.

Pre-bid meeting mandatory:

Location:

Date/Time: Wednesday, August 20, 2014 @ 8:30 a.m.

Bids submitted by contractors who do not attend the mandatory meeting will be disqualified.

Itemized bid required. Complete the following form and enter total bid price below.

Submission sheet must be prepared in ink and signed by the Contractor or authorized employee.

Submission sheets are to be delivered to the Santa Rosa County Office of Procurement in a sealed envelope that designates the job name.

TOTAL OPTION 'A': \$ 52,850.⁰⁰ TOTAL OPTION 'B': \$ 49,900.⁰⁰

CONTRACTING FIRM: KYSER CONST, INC PHONE: 623-9639

SIGNATURE: *Thomas Kyser*

TITLE: President # OF ADDENDUMS RECEIVED 1

AREA	DESCRIPTION	COST
OPTION 'A'		
Roof	<ul style="list-style-type: none"> Remove existing roof covering to the sheathing and replace all rotten, decayed sheathing & all rotten rafter tails as needed Remove the two existing chimneys below roof sheathing, reframe and deck these areas When replacing the roof, you will roof from existing main house all the way over to the existing storage building, be sure the pitch and valleys are adequate enough to direct all water off of roof, include eve metal and flashing, ect. The breeze way will be connected to the main home and storage building by roof only, any walls removed will not be replaced. Add any beams or posts as needed for support 	<u>\$1,200.⁰⁰</u> <u>800.⁰⁰</u> <u>11,000.⁰⁰</u> <u>25,000.⁰⁰</u>
Den	<ul style="list-style-type: none"> Remove existing wall from entry door to corner and from corner to kitchen, reframe this area to code Remove windows within the den and only replace the southern window Install insulation on exterior walls, install sheet rock to include a complete finish with trim, paint, ect. Install vinyl on exterior two walls Remove entire floor in den to include any termite damage, rotten or under sized lumber Install all support necessary to replace sub flooring and floor covering, to include base, shoe mold Remove damaged ceiling at den as needed to include joist, insulation, ect. Install new insulation, sheetrock to level 4 with orange peel finish. Prime and paint. Install all molding for transition at wall to ceiling for a complete finish Rework any electrical wiring to complete the rebuild of this den 	<u>2,000.⁰⁰</u> <u>700.⁰⁰</u> <u>1,500.⁰⁰</u> <u>950.⁰⁰</u> <u>1,250.⁰⁰</u> <u>3,000.⁰⁰</u> <u>3,000.⁰⁰</u> <u>1,200.⁰⁰</u>
Miscellaneous	<ul style="list-style-type: none"> Homeowner will remove window A/C, contractor not responsible for replacement Homeowner will remove all furniture and personal items at work area 	<u>—</u> <u>—</u>
TOTAL OF OPTION 'A'		<u>\$57,600.⁰⁰</u> <u>1,250.⁰⁰</u>
		<u>\$52,850.⁰⁰</u>



OPTION 'B'		
Roof	<ul style="list-style-type: none"> Remove existing roof covering to the sheathing and replace all rotten, decayed sheathing & all rotten rafter tails as needed Remove the two existing chimneys below roof sheathing, reframe and deck these areas When replacing the roof, you will roof from existing main house all the way over to the existing storage building, be sure the pitch and valleys are adequate enough to direct all water off of roof, include eve metal and flashing, ect. The breeze way will be connected to the main home and storage building by roof only, any walls removed will not be replaced. Add any beams or posts as needed for support 	<p>\$1,200.⁰⁰</p> <p>800.⁰⁰</p> <p>11,000.⁰⁰</p> <p>25,500.⁰⁰</p>
Den	<ul style="list-style-type: none"> Remove existing wall from entry door to corner and from corner to kitchen Remove entire floor in den to include any termite damage, rotten or under sized lumber Install all support necessary to replace sub flooring as a deck area This area will be an open deck area with roof covering only, any walls that were removed will not be replaced Enclose the opening between the pre-existing den and the kitchen (this will now be an exterior wall) and install an entrance door for access from new decked area into kitchen 	<p>1,000.⁰⁰</p> <p>1,250.⁰⁰</p> <p>5,400.⁰⁰</p> <p>3,000.⁰⁰</p>
Miscellaneous	<ul style="list-style-type: none"> Homeowner will remove window A/C, contractor not responsible for replacement Homeowner will remove all furniture and personal items at work area 	<p>_____</p> <p>_____</p>
TOTAL FOR OPTION 'B'		<p>\$48,650.⁰⁰</p> <p>1,250.⁰⁰ ADD #1</p> <p>\$49,900.⁰⁰</p>



Santa Rosa County

Housing Program Rehabilitation Project

Address:

PROJECT BID ADDENDUM #1
****Include this ADDENDUM in your bid.**

The following additions/clarifications are to be incorporated into the project scope of work:

1. For both Options A & B, engineered drawings must be provided for permitting 1,000
2. On Option 'A', "Den", 2nd bullet listed, the window is to be replaced with a new window per code requirements
3. Be sure to get with the City of Milton Planning Department for any additional 250 permitting that may be required
4. The small block wall beside the washer and dryer is to remain intact
5. If possible leave the storage closets, located on the east wall of the breezeway, intact

Total Addendum #1: $\frac{1,250.00}{1,250}$

End of ADDENDUM #1.



Department of Public Services

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Tony Gomillion, Director

MEMORANDUM

TO: Board of County Commissioners
FROM: Erin Malbeck, Housing Program Coordinator
THROUGH: Tony Gomillion, Public Services Director
SUBJECT: State Housing Initiatives Partnership (SHIP)
Request for forgiveness of debt
4264 Wellington Drive, Pace, FL 32571
15-1N-29-5705-00A00-0080
DATE: September 15, 2014

DISCUSSION:

By the Board to consider a request to accept \$1,000.00 for payment of an outstanding SHIP loan so that the property can be sold.

BACKGROUND:

The property was purchased in 2004 for \$73,000. \$3,430.09 of SHIP funding was provided to assist with closing costs.

Since the purchase of the home, the homeowner has divorced, lost her job and moved to Tennessee where she is currently employed. Normally this type of request is for a short sale, where the first mortgage company approves acceptance of less than what is owed to satisfy their debt and asks the second mortgage holder to do the same. In this case, the first mortgage company will be paid in full. Mortgage payments have been kept current; therefore, the home is not in foreclosure. The homeowner is also paying \$3,035 of the buyers closing costs.

An offer to purchase dated September 12, 2014 is pending in the amount of \$69,000.

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
Brad Baker
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



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 Coordinator
THROUGH: Tony Gomillion, Public Services Director
SUBJECT: 2014 Escambia Consortium HOME Grant M-11DC-12-0225
DATE: September 16, 2014

RECOMMENDATION:

Approval of the HOME Interlocal Agreement with an effective date of October 1, 2014, 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 2014-2015 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 \$143,650
Program Administration \$17,150

Animal Services
Dale Hamilton
Director

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

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Veterans Services
Karen Haworth
Director

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

"One Team, One Goal, One Mission"

AGENDA
PUBLIC WORKS COMMITTEE

September 22, 2014

Chairman: Commissioner Williamson

Vice Chairman: Commissioner Cole

1. Discussion of annual contract renewal, with amendments, for WS892 with Florida Department of Corrections for one (1) inmate work squad assigned to the Parks Department.
2. Discussion of scheduling a public hearing on proposed vacation of the unnamed right-of-way running east and west between lots 1 through 6 and lots 7 and 10, Block 641 in the Avalon Beach Subdivision contingent upon conveyance of a blanket drainage easement to the County on the vacated area.
3. Discussion of one year extension of agreement for uniform services with Unifirst Corporation under existing terms.
4. Discussion of providing letter to a FDOT consultant consenting to the closure of the access road to Coldwater Creek during future construction to four lane SR 87.
5. Discussion of change Order Number One in the amount of \$87,205.00 with Pneumatic Concrete Co., Inc. for an additional 163 linear feet of structural pile jackets, at the contract unit price, on the Munson Highway bridge rehabilitation project; with 75% of the cost being reimbursable through the FDOT SCOP grant for this project. The request is being made to address issues presented in the latest Bridge Inspection Report.

Stephen Furman

From: Dupree, John (CO) <dupree.john2@mail.dc.state.fl.us>
Sent: Thursday, September 04, 2014 1:28 PM
To: Stephen Furman
Cc: Phelps, Emily
Subject: Contract WS892 Santa Rosa County BOCC amendment 1
Attachments: WS892 Amd 1.pdf

Stephen Furman, Public Works
Santa Rosa County
6075 Old Bagdad Highway
Milton, Florida 32583

RE: Work Squad Contract WS892 – Amendment #1

Dear Mr. Furman:

Please find attached for signatures an original Amendment #1 in PDF format of Work Squad Contract WS892 between the Department of Corrections and your agency.

To provide a seamless transition in contracting, please print two (2) copies of the attached PDF original amendment and have the two (2) originals signed and returned to this office by October 30, 2014. If your agency requires a longer period for approval and execution of the enclosed documents, please contact me at the e-mail address shown below to request an alternate date upon which our office can expect submission. Once this Contract has been executed by the Department, one (1) executed original of the Contract will be returned to your agency.

As a reminder, please be advised:

- to include the Contract #(WS892) on all correspondence;
- to include the FEID Number on the signature page;
- that changes to the scope of services cannot be made except through a formal Contract amendment, executed by both parties, and issued by this office; and
- that services may not be provided after the expiration date unless the Contract has been extended or renewed.

If there are any questions, please call me at (850) 717-3677.

John Dupree
Florida Department of Corrections
Bureau of Contract Management & Monitoring
501 S. Calhoun St.
Tallahassee, FL 32399
Phone: (850) 717-3677
Email: dupree.john2@mail.dc.state.fl.us
How's my customer service? Please click here to conduct a survey

Our Vision: "Changing Lives to Ensure a Safer Florida"

Email scanned by Check Point

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS

AND

SANTA ROSA COUNTY, BOARD OF COUNTY COMMISSIONERS

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and Santa Rosa County, Board of County Commissioners ("Agency") to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I., B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I., A., Contract Term**;
- revises **Section III., C., Submission of Invoice(s)**;
- revises **Section IV., C., Agency's Representative**;
- adds **Section VII., H., Prison Rape Elimination Act**; and
- replaces Addendum A with Revised Addendum A, effective February 3, 2015.

Original contract period: February 11, 2014 through February 10, 2015

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I., A., Contract Term**, is hereby revised to read:

A. This Contract began February 11, 2014 and shall end at midnight on February 10, 2016.

This Contract is in its final renewal year.

2. **Section III., C., Submission of Invoice(s)**, is hereby revised to read:

C. **Submission of Invoice(s)**

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

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

3. **Section IV., C., Agency's Representative**, is hereby revised to read:

C. **Agency's Representative**

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

Stephen Furman, Public Works
Santa Rosa County
6075 Old Bagdad Highway
Milton, Florida 32583
Telephone: 850-626-0191
Fax: 850-623-1331

4. **Section VII., H., Prison Rape Elimination Act (PREA)** is hereby added:

H. **Prison Rape Elimination Act (PREA)**

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Contract Manager.

5. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective February 11, 2015.

REMAINDER OF SPACE INTENTIONALLY LEFT BLANK

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on February 11, 2015 or the last date of signature by all parties, whichever is later.

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

**AGENCY: SANTA ROSA COUNTY, BOARD OF
COUNTY COMMISSIONERS**

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

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality,
subject to execution.**

SIGNED
BY: _____
NAME: **Michael D. Crews**
TITLE: **Secretary
Department of Corrections**
DATE: _____

SIGNED
BY: _____
NAME: **Jennifer A. Parker**
TITLE: **General Counsel
Department of Corrections**
DATE: _____

Revised Addendum A
Inmate Work Squad Detail of Costs for Santa Rosa County, Board of County Commissioners
Interagency Contract Number WS892 Effective February 11, 2015

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

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

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

	# Officers: Multiplier	1		
Officers Salary		1	\$ 54,194.00	** \$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 354.00	\$ 354.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency			\$ 58,972.00	\$ 56,747.00

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

** Annual cost does not include overtime pay.

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

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

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency	
	\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

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

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

Revised Addendum A
Inmate Work Squad Detail of Costs for Santa Rosa County, Board of County Commissioners
Interagency Contract Number WS892 Effective February 11, 2015

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:	Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio MACOM \$4969.00	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Mounted Radio MACOM \$5400.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency		1	\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$56,747.00
\$750.00
\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:

(Total of Sections V. and VI.)

\$57,497.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for Santa Rosa County, Board of County Commissioners
Interagency Contract Number WS892 Effective February 11, 2015

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



Department of Public Works
SANTA ROSA COUNTY, FLORIDA

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

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

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

MEMO

TO: Tammy Simmons, Administrative Services Manager
FROM: Avis Whitfield, Public Works Director *AW*
SUBJECT: Proposed Vacation – Avalon Beach Subdivision
DATE: September 17, 2014

The above referenced right-of-way appears to have no significant importance to the Road Department contingent upon conveyance of a blanket drainage easement. Therefore, I recommend a Public Hearing be scheduled for this vacation.

AW/tt



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



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

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

Hunter Walker, County Administrator
Roy V. Andrews, County Attorney
Jayne Bell, OMB Director

MEMORANDUM

TO: Avis Whitfield
FROM: Tammy C Simmons
DATE: September 8, 2014
SUBJECT: Proposed Vacation – Avalon Beach Subdivision

Ms. Asya A. Jazzar has requested to vacate a road right-of-way within the Avalon Beach Subdivision. The proposed vacation area is highlighted on the enclosed map and aerial.

The unnamed right-of-way running East and West between Lots 1-6 and Lots 7 and 10, Block 641 in the Avalon Beach Subdivision, Plat Book "A", Pages 1-10 of the public records of Santa Rosa County, Florida.

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

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

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

Thank you

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

APPLICATION FOR VACATION

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

Date: 9/8/14 _____

Name: Asya A. Jazzar _____

Address: 3022 North 28th Avenue, Milton, FL 32583 _____

Phone Number: 850-994-8025 (h); 850-390-1593 (c) _____

Fax Number: _____

Billing Address: SAA _____

Reason for Vacation Request: To make the property "one entire parcel". _____

Area of Vacation: The unnamed right-of-way running East and West between Lots 1-6 and Lots 7 and 10, Block 641 in the Avalon Beach Subdivision, Plat Book "A", Pages 1-10 of the public records of Santa Rosa County, Florida.

Petitioner's Name (if different from above): _____

Address: _____

Phone Number: _____

Representative's Name (if applicable): _____

Address: _____

Phone Number: _____

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



Lakes/Rivers from US Census Dept, may not match parcels exactly

MLS Listings

Parcel Sales

- 2014+ Parcel Sales
- 2013 Parcel Sales
- 2012 Parcel Sales

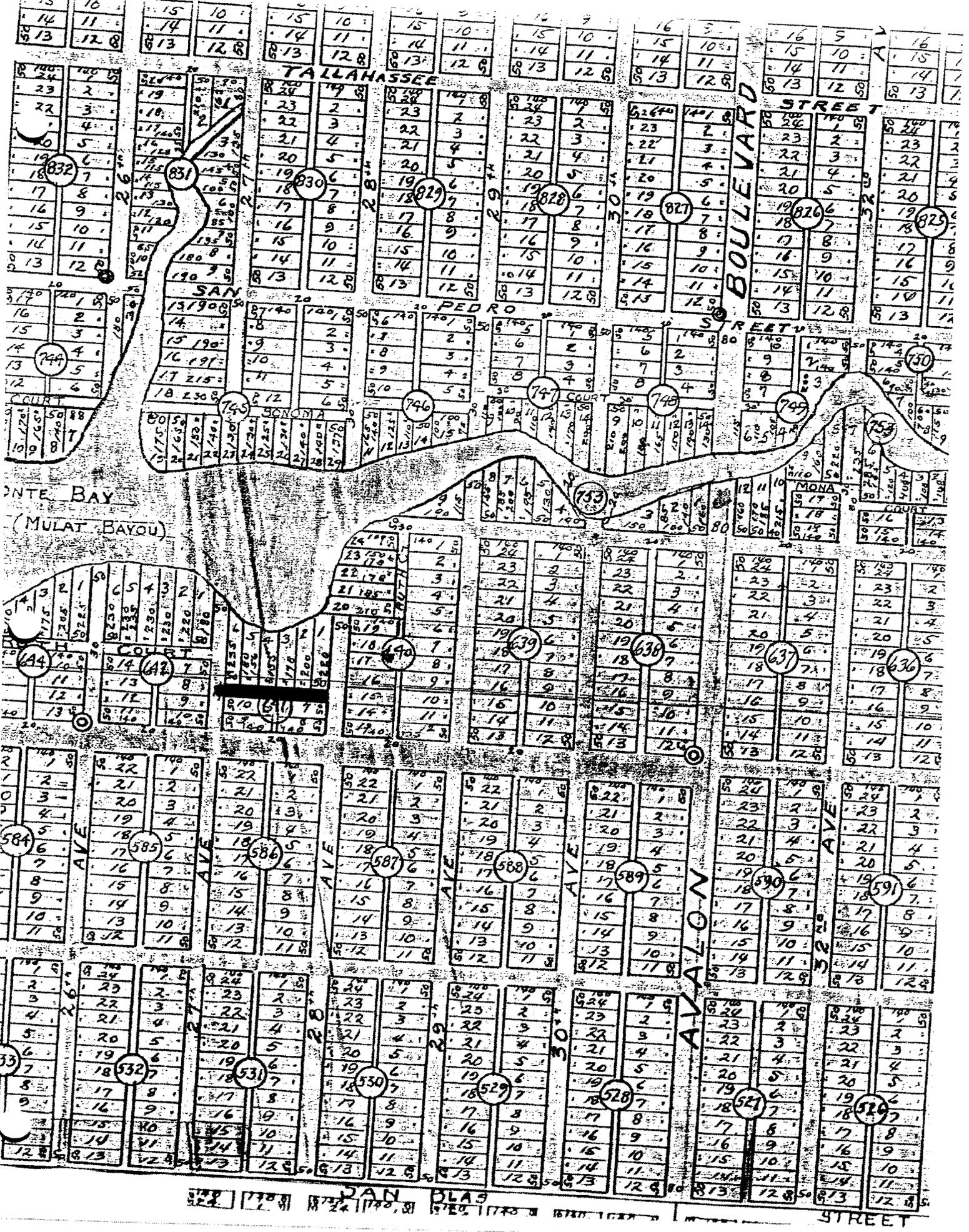
Santarosa County Appraiser

Parcel: 40-1N-28-0090-64100-0030 Acres: 0

Name:	JAZZAR ASYA ABDUL KADER (ASIA)	Land Value:	58,965
Site:	3022 28TH AVE N	Building Value:	75,903
Sale:	\$18,000 on 2009-11 Reason=V Qual=Q	Misc Value:	14,751
Mail:	3022 N 28TH AVE MILTON, FL 32583	Just Value:	149,619
		Assessed Value:	140,059
		Exempt Value:	50,000
		Taxable Value:	90,059



Santa Rosa County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. All data is subject to change before the next certified taxroll. Greg Brown Santa Rosa County Property Appraiser
 Date printed: 09/08/14 : 15:28:38



TALLAHASSEE

BOULEVARD

MONTE BAY
(MULAT BAYOU)

SANTA FE AVENUE

SANTA FE AVENUE

SAN BLAS STREET

13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Tom Collins

From: Stephanie_Prater@UNIFIRST.COM
ent: Wednesday, September 03, 2014 11:02 AM
To: Tom Collins
Subject: Uniform Service

Tom,
We would like to exercise the first option of our contract with no change in price. Please let me know if you need anything further. Thank you for your business!

Stephanie Pate Prater
Sales Manager
UniFirst Corp Loc 105
5237 Halls Mil Rd Building Q
Mobile, Al 36619
251-660-5083
www.unifirst.com

RENTAL CATALOG
<http://viewer.zmags.com/publication/a44a95ae#/a44a95ae/1>

**NOTICE TO BIDDERS
UNIFORM SERVICES**

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

All bids must be original and delivered by hand, FedEx, or mail to the Santa Rosa County Procurement Department at 6495 Caroline Street Suite G, Milton, Florida, 32570; and must be received by 10:00 AM, August 27, 2013, at which time bids will be opened and read aloud. Bids are to be sealed and clearly labeled "**BID – "UNIFORM SERVICES."**" 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.

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

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 address provided above. Telephone (850) 983-1870

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

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.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

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

LEGAL NOTICE

One Issue – Press Gazette – July 27, 2013; Navarre Press – August 1, 2013; and Gulf Breeze News August 1, 2013

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

Avis Whitfield

From: Avis Whitfield
Sent: Wednesday, September 17, 2014 9:53 AM
To: Commissioner Salter; Hunter Walker
Subject: FW: SR 87 - Boat Ramp at Coldwater Creek

Do we need this as an agenda item? The closure will likely be at least two years from now but they would like to have the County's consent. It may not be popular with some in the Community but it will be necessary for safety.

Avis Whitfield
Director
Santa Rosa County Public Works

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

From: Boutwell, Tracy D. [mailto:TBoutwell@acp-fl.com]
Sent: Wednesday, September 17, 2014 9:07 AM
To: Avis Whitfield
Subject: RE: SR 87 - Boat Ramp at Coldwater Creek

Good morning Avis,
I just wanted to follow-up with you on our discussion of the access road at Coldwater Creek on SR 87 and the possibility of a letter stating that the County will allow the road to be closed during construction for safety concerns. I haven't seen anything, but wanted to make sure I hadn't missed it in my emails if you had sent it.

Thanks,

Tracy D. Boutwell, PE
Principal/Project Manager
American Consulting Professionals
4489 Woodbine Road
Pace, FL 32571
Direct 850-289-1004
Fax 850-289-1001
Cell 850-777-6321
tboutwell@acp-fl.com

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

From: Avis Whitfield [mailto:AvisW@santarosa.fl.gov]
Sent: Tuesday, September 02, 2014 10:12 AM
To: Hunter Walker; Commissioner Salter
Cc: Tammy Simmons; Roger Blaylock; Boutwell, Tracy D.
Subject: RE: SR 87 - Boat Ramp at Coldwater Creek

Hunter/Don,

The request below from a FDOT consultant references closing a boat ramp off Highway 87 North at Coldwater Creek. There is no boat ramp at this location but there is a popular swimming hole that is used by many in the community. We periodically grade the road to the creek and consider it a prescriptive right-of-way. It sounds like it will be necessary to close the road but I wanted to see if we needed to at least place an informational item on the BOCC agenda since we will

likely get a number of complaints when the road is closed. By copy of this email I will request additional information as to the expected time and length of closure.

Avis Whitfield

Director

Santa Rosa County Public Works

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

From: Roger Blaylock

Sent: Monday, September 01, 2014 2:40 PM

To: Boutwell, Tracy D.; Avis Whitfield; Tammy Simmons

Subject: Re: SR 87 - Boat Ramp at Coldwater Creek

Tracy - I'll forward to other County departments for comment. Not sure SRC maintains this ramp.

Roger A. Blaylock, P.E.

Santa Rosa County Engineer

Sent from my iPhone5

> On Aug 29, 2014, at 3:14 PM, "Boutwell, Tracy D."

<TBoutwell@acp-fl.com> wrote:

- >
- > Good afternoon Roger,
- > Hope all is going well for you.
- > We met with FDOT regarding our project to four lane SR 87 from
- > Coldwater Creek to CR 178 yesterday and a maintenance questions arose.
- > During construction, the first phase will be to construct the new
- > roadway and bridges to the east of the existing roadway. In doing so,
- > the boat ramp at Coldwater Creek will be unusable during this phase.
- > Due to safety concerns, FDOT would like to ask for consideration of
- > the boat ramp to remain closed throughout construction. Would Santa
- > Rosa County be willing to let us post it as closed throughout the
- > construction duration?
- > Thanks for your input.
- >
- > Tracy D. Boutwell, PE
- > Principal/Project Manager
- > American Consulting Professionals
- > 4489 Woodbine Road
- > Pace, FL 32571
- > Direct 850-289-1004
- > Fax 850-289-1001
- > Cell 850-777-6321
- > tboutwell@acp-fl.com
- >
- >
- >
- > Email scanned by Check Point

No support documentation for this agenda item.

BUDGET & FINANCIAL MANAGEMENT COMMITTEE

Chairman: Commissioner Cole
Vice Chairman: Commissioner Lynchard

September 25, 2014

Budget:

- 1) **Budget Amendment 2014 – 172** in the amount of **\$ 25,000** to reimburse the Capital Fund for the purchase of the vacant lot adjacent to District II. This purchase was approved at the November 14, 2014 BOCC Regular Meeting.
- 2) **Budget Amendment 2014 – 173** in the amount of **\$ 15,000** to carry forward funds in the General Fund to supplement the rising costs associated with the Medical Examiner's Office.
- 3) **Budget Amendment 2014 – 174** in the amount of **\$ 47,971** to transfer funds from Reserve for Contingencies to BOCC Computer Support for network switches, cable and cabling cards for the Computer Support Department as approved at the September 11, 2014 BOCC Regular Meeting.
- 4) **Budget Amendment 2014 – 175** in the amount of **\$ 12,994** for the design of the Pace Tennis Complex from District I and District III Projects Fund as approved at the June 13, 2013 BOCC Regular Meeting,
- 5) **Budget Amendment 2014 – 176** in the amount of **\$ 620,000** to carry forward funds from the General Fund to the Disaster Fund for expenditures associated with the April 29, 2014 flood until state and/or federal reimbursement is received.

County Expenditure/Check Register:

- 6) Discussion of County Expenditures / Check Register

BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: September 12, 2014

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

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
Fund: 001	0075 – 564001 9000- 59100302	Machinery & Equipment To Capital Projects Fund	(\$ 25,000) \$ 25,000
Fund: 302	302 – 3810011 0720 – 561001	From General Fund Land Acquisition	\$ 25,000 \$ 25,000

State reason for this request:

To reimburse the Capital Fund for the purchase of the vacant lot adjacent to District 2 (\$25,000) for the Sheriff's Department. These monies were transferred to the Sheriff's Department for the purchase of the vacant lot but were paid out of the Capital Fund.

Requested by Jayne Bell /s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-172

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 09/22/14

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 25th day of September, 2014.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Michael Burton <burtonm@flcjn.net>
Sent: Wednesday, September 10, 2014 3:45 PM
To: Jayne Bell
Cc: Clerk's Office - Wanda Harris
Subject: Sheriff Land Purchase

Jayne,

Per our discussion regarding the 2 parcels for the Sheriff.

The minutes stated the funds were coming from the Sheriff's 2013-14 budget.

The parcels were actually paid from department 0720 Capital Projects.

All the funds budgeted for the Sheriff (dept 075) have been disbursed to the Sheriff.

Please advise on how you want us to handle?

Thanks,

Michael Burton, CPA
Financial Services Administrator
Santa Rosa County Clerk of Courts
6495 Caroline Street, Suite B
Milton, FL 32570
Phone: (850)-983-1843
Fax: (850)-983-1985

Florida has a very broad public records law. As a result, any written communication created or received by Santa Rosa County employees is subject to disclosure to the public and the media, upon request, unless otherwise exempt. Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or USPS.

Email scanned by Check Point

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: September 12, 2014

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

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
From:	001 – 3990001	Cash Carried Forward	\$ 15,000
To:	0015 – 5310024	Medical Examiner	\$ 15,000

State reason for this request:

Carries forward funds to supplement the rising costs associated with the Medical Examiner's Department.

Requested by Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-173**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 09/22/14

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 25th day Of September, 2014.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

Jayne Bell

From: Jeff Martin - Director <jmartin@fldme.com>
Sent: Monday, September 08, 2014 11:59 AM
To: Jayne Bell
Cc: Hunter Walker; Robin Wiggins, D-ABMDI
Subject: Medical Examiner Budget

Good Morning:

Regretfully, I am contacting you to schedule a meeting to discuss an impending budget shortfall for the current fiscal year. Last fiscal year, our office also experienced a shortfall, however, we were able to use funds from the collection of cremation authorization fees to cover the shortage and did not need the Board of County Commission's assistance. This year we will run into the same situation, however there will not be enough funds in the cremation account to cover the entire shortage due to the use of fees to cover last year's shortage.

At this point, we will need to formally request additional funding to cover expenses for services provided in August and September of 2014, which will be in the ballpark of \$25,000.00 - \$30,000.00. Each year the Medical Examiner submits a budget based on anticipated needs. The amounts are determined using historical case load data, current trends and available pricing of Medical Examiner vendors and service providers. With each year, cost of services has risen, yet the adopted budget amount for our office has remained unchanged.

Last fiscal year (2012-2013), we requested \$258,132.00, but was adopted at \$222,290.00. We suffered an actual shortfall of \$13,234.00. This fiscal year (2013-2014), we requested \$283,653.00, but was adopted at \$222,290.00 and will suffer an estimated \$25,000.00 - \$30,000.00 shortfall. This upcoming fiscal year (2014-2015), we requested \$272,327.00 and are slated again to be adopted at \$222,290.00, which will more than likely be insufficient.

Please let me know what my next step should be. I am available anytime this week except for tomorrow, Tuesday, September 9th and will otherwise make myself available to meet with you.

Respectfully,

Jeffrey B. Martin, D-ABMDI
Director / Chief of Forensic Investigations
(850) 865-2178 - Cellular

Office of the District Medical Examiner
District One - Florida
Central Office
5151 N. 9th Ave.
Pensacola, FL 32504
(850) 416-7210 - Office
(850) 416-6475 - Fax

Annex Office
206 Staff Drive N.E.
Ft. Walton Beach, FL 32548
(850) 651-7771 - Office
(850) 651-7775 - Fax

Email scanned by Check Point

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: September 12, 2014

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

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
Fund 001:	9001 – 599001	Reserve for Contingencies	(\$ 47,971)
	0120 – 564001	Machinery & Equipment	\$ 47,971

State reason for this request:

Transfer of funds from the Reserve for Contingencies to BOCC Computer Support for network switches and cable and cabling cards for the Computer Support Department as approved at the September 11, 2014 BOCC Regular Meeting.

Requested by: Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. **2014-174**

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: September 22, 2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 25th day Of September, 2014.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: September 18, 2014

FROM: **Districts 1 & 3 Capital Funds**
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 311:	2321 – 599001	Dist. 1 Reserves	(\$ 6,497)
	2321 – 59100302	To Capital Projects Fund	\$ 6,497
Fund 313:	2323 – 599001	Dist. 3 Reserves	(\$ 6,497)
	2323 – 59100302	To Capital Projects Fund	\$ 6,497
Fund 302:	302 – 3810009	From Dist. 1 Recreation Projects	\$ 6,497
	302 – 38100010	From Dist. 3 Recreation Projects	\$ 6,497
	0721 – 5620028	Pace Tennis Complex	\$ 12,994

State reason for this request:

For the design of the Pace Tennis Complex from District I and District III Projects Fund as approved at the June 13, 2013 BOCC Regular Meeting.

Requested by: Jayne Bells/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-175

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: September 22, 2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this 25th day Of September, 2014.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

BUDGET MODIFICATION RESOLUTION

No.

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

REQUESTER ACTION

DATE: September 23, 2014

FROM: **DISASTER FUND**
TO: Board of County Commissioners
VIA: Budget Director
SUBJ: Request Approval of the following

ADDITION:
MODIFICATION: X
DELETION:
OVERDRAFT:

	<u>Line Item Number</u>	<u>Description</u>	<u>Amount</u>
FROM:	001 – 3990001	Cash Carried Forward	\$ 620,000
	9000 – 59100119	To Disaster Fund	\$ 620,000
TO:	119 – 38100001	From General Fund	\$ 620,000
	2004 – 534001	Other Contractual Services	\$ 620,000

State reason for this request:

Funds the Disaster Fund for expenditures associated with the April 29, 2014 flood until state and/or federal reimbursement is received.

Requested by Jayne Bell/s/

BUDGET DIRECTOR ACTION

DOCUMENT NO. 2014-176

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

Comment: _____

BUDGET DIRECTOR

BUDGET COMMITTEE ACTION

DATE: 09/25/2014

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

PASSED AND ADOPTED by the Board of County Commissioners of Santa Rosa County, Florida on this **25th** day Of **September, 2014**.

ATTESTED:

CHAIRMAN

CLERK OF THE COURTS

No support documentation for this agenda item.