

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-21. Approval of Various Consent Agenda Items – Continued

19. Adopting the Resolution (R2017-14) approving Supplemental Budget Amendment #49, Local Option Sales Tax III Fund (352), in the amount of \$48,488,632, to recognize the proceeds of Project Worksheet 1006 from the Federal Emergency Management Agency and the State of Florida, and to appropriate these funds for the construction of the jail project.
20. Accepting the proposal from Bill Salter Advertising, Inc., dated January 13, 2017, for the Outdoor Advertising Sign Site Lease, based on the minimum lease payments and terms of PD 16-17.013, to become effective December 17, 2016, for a term of five years; Bill Salter Advertising, Inc., is the current lease holder; the current lease expired on December 16, 2016; the proposed Lease amounts are as follows (Funding: Fund 001, General Fund, Revenue Account 362003, Rents and Leases):

Years	Required	Per/Month
	Annual	Monthly
Year 1 - 12/2016-12/2017	\$3,000	\$250
Year 2 - 12/2017-12/2018	\$3,600	\$300
Year 3 - 12/2018-12/2019	\$4,200	\$350
Year 4 - 12/2019-12/2020	\$4,800	\$400
Year 5 - 12/2020-12/2021	\$5,400	\$450

21. Approving, and authorizing the Chairman to sign, the Grant Agreement FWC-15104-A1 (Amendment #1), with the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC), for the Ex-Oriskany PCB Artificial Reef Monitoring Project, which will increase the Grant amount from \$45,000 up to \$90,000; increase the number of samples to be analyzed from 60 up to 120 fish; and extend the expiration date from December 31, 2017, to December 31, 2018 (Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring; no matching funds are required).

THE EXECUTED AGREEMENT FOR PD 16-17.013 IS SHOWN ON PAGES 13-19



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

County Administrator's Report

BCC Regular Meeting

Meeting Date: January 19, 2017
Issue: Contract Award for Outdoor Advertising Sign
Site Lease
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval: *[Signature]*

RECOMMENDATION:

Recommendation Concerning the Outdoor Advertising Sign Site Lease - Claudia Simmons, Manager, Office of Purchasing

That the Board accept the proposal from Bill Salter Advertising, Inc., dated January 13, 2017, for the Outdoor Advertising Sign Site Lease based on the minimum lease payments and terms of PD 16-17.013, to become effective December 17, 2016, for a term of five years. Bill Salter Advertising, Inc., is the current lease holder. The current lease expired on December 16, 2016. The proposed Lease amounts are as follows:

Years	Required	
	Annual	Per/Month
Year 1 - 12/2016-12/2017	\$3,000	\$250
Year 2 - 12/2017-12/2018	\$3,600	\$300
Year 3-12/2018-12/2019	\$4,200	\$350
Year 4 - 12/2019-12/2020	\$4,800	\$400
Year 5 - 12/2020-12/2021	\$5,400	\$450

[Funding: Fund 001, General Fund, Revenue Account 362003, Rents and Leases]

BACKGROUND:

The Request for Proposals for PD 16-17.013 was advertised in the Pensacola News Journal on Monday November 14, 2016. Two firms were notified on Monday, November 14, 2016. One response was received on Monday, December 5, 2016, from Bill Salter Advertising, Inc., the current lease holder for the site.

The Proposal Review and Selection Committee met on December 5, 2016 to review the proposal. The Committee recommended the rejection of the first proposal from Bill Salter Advertising, Inc. The proposal did not meet the required minimum lease amount for four of the five years proposed and represented no increase in lease revenue in year 1. Bill Salter Advertising, Inc., the current Lease holder, then agreed to meet the minimum lease CAR 11-20

payments in the solicitation, and the County agreed to accept the offer based on minimum required lease payments effective December 17, 2016. The current lease expired on December 16, 2016.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Revenue Account 362003, Rents and Leases.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinances Chapter 46, Sec. 137 Lease of County Property.

IMPLEMENTATION/COORDINATION:

Attachments

Proposal Submittal Bill Salter Advertising Inc.



O U T D O O R A D V E R T I S I N G

January 13, 2017

CERTIFIED MAIL 7007 2560 0002 4045 1818

Mr. Jack Brown
Escambia County Administrator
221 Palafox Place Suite 420
Pensacola, Florida 32502

Dear Mr. Brown:

Thank you again for your time yesterday. I relayed what you shared with me and the fact that you were all extremely busy to Mr. Salter. He, like me, did not realize the Health Department charged the County for services. We thought it was all in the same family.

Attached is the bid sheet from the bid process. In an effort to save your time and ours, we will agree to the rates the County established.

Please let us know what we need to do next. I will be off next week but will be checking my email.

Sincerely,

A handwritten signature in black ink that reads "Mike Crawley". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mike Crawley
Sales/Leasing Manager
850-994-4611

MWC/lis

Enclosure: 1

Cc: Amy Lovoy - Assistant County Administrator
Angela Crawley - County Administrator Assistant

**Rent- Proposed Fees
 Exhibit "B"**

See Solicitation and Offer Form

Page 1

Dates		Minimum Bid		Proposed Fees	
From	To	Annual	Monthly	Annual Fee	Monthly Fee
12/11/16	12/10/17	\$3,000.00	\$250.00	\$ 3,000 ⁰⁰	\$ 250 ⁰⁰
12/11/17	12/10/18	\$3,600.00	\$300.00	\$ 3,600 ⁰⁰	\$ 300 ⁰⁰
12/11/18	12/10/19	\$4,200.00	\$350.00	\$ 4,200 ⁰⁰	\$ 350 ⁰⁰
12/11/19	12/10/20	\$4,800.00	\$400.00	\$ 4,800 ⁰⁰	\$ 400 ⁰⁰
12/11/20	12/10/21	\$5,400.00	\$450.00	\$ 5,400 ⁰⁰	\$ 450 ⁰⁰

*Michael W Crawley
 Sales/Leasing Manager
 Bill Salter Advertising Inc
 1/13/17*

SIGN SITE LEASE AGREEMENT (PD 16-17.013)

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida ("County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Bill Salter Advertising, Inc., a Florida for-profit corporation ("Lessee"), whose address is 5547 Highway 90, Milton, FL 32572.

WITNESSETH:

WHEREAS, Escambia County is the owner of certain real property ("Property") in Escambia County described herein; and

WHEREAS, on November 14, 2016, the County issued a Request for Proposals (PD 16-17.013) seeking proposals for the lease of said property for use as the site for an outdoor advertising sign; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interest of the County and the public to lease the property to Lessee for use as a site for an outdoor advertising sign under the terms and conditions stated below.

NOW, THEREFORE, for the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated by reference.
2. Property Leased. The County leases to Lessee the Property described in **Exhibit A**, attached hereto and incorporated herein, for use as a site for an outdoor advertising sign.
3. Term. The term of this Agreement shall commence on December 17, 2016, and continue for a term of five (5) years.
4. Fee. On or before the first of each month, Lessee shall pay the County a monthly fee as follows:

Years	Required	Per/Month
	Annual	Monthly
Year 1 - 12/2016-12/2017	\$3,000	\$250
Year 2 - 12/2017-12/2018	\$3,600	\$300
Year 3 - 12/2018-12/2019	\$4,200	\$350
Year 4 - 12/2019-12/2020	\$4,800	\$400
Year 5 - 12/2020-12/2021	\$5,400	\$450

5. Construction of Improvements. No permanent improvements shall be constructed on the Property unless Lessee first obtains written authorization from the County. Lessee shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, Lessee shall remove all improvements or personal property constructed on the Property by Lessee and restore the Property to the condition that existed immediately prior to Lessee's possession of the Property. Any such improvements or personal property not removed by Lessee may be disposed of by the County in any manner the County deems appropriate, without liability to the County.

6. Maintenance and Utilities. Lessee shall be responsible for routine maintenance of the Property and any improvements and for ensuring that the Property is maintained in a neat, safe and orderly condition. Lessee shall be responsible for all utilities and associated service charges and all taxes and assessments associated with Lessee's use of the Property.

7. Inspection. Lessee shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Lessee hereby accepts the Property "as is" on the Effective Date of this Lease Agreement with no warranties regarding suitability of use.

8. Indemnification. Lessee agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by Lessee.

9. Insurance. During the term of the Lease, Lessee shall provide, at its own expense, insurance to cover any damage or loss sustained by the Property and any improvements, whether occasioned by fire, windstorm, flood or other hazard or casualty, or act of God

During the term of the Lease, Lessee shall procure and maintain, General Liability and Business Auto Liability insurance with coverage of \$1,000,000 per occurrence and aggregate limits, including coverage for bodily injury, broad form property damage, operations, products and completed operations, contractual liability covering this Lease Agreement and personal injury. Lessee shall also purchase and maintain workers' compensation insurance for all workers' compensation coverage obligations imposed by state law.

All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. Lessee shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the

identified coverages. All liability coverage shall be provided by carriers licensed to conduct business in the State of Florida.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. **Certificates must be mailed to Robert Dye, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591 and a copy faxed to Claudia Simmons, Purchasing Manager, (850) 595-4805.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

Lessee agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of Lessee must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance shall not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Lease Agreement.

10. Use of Premises. Lessee shall use the Property solely as the site for an outdoor advertising sign and for no other purpose. County reserves the right to specify the routes that may be used by Lessee to access the Property and to change such routes at its discretion.

11. Termination. Either party may terminate this Lease for cause or convenience by providing thirty (30) days written notice to the other party. Lessee shall return the Property to the County in good condition and repair any damage resulting from any improvements installed and removed by Lessee.

12. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and Lessee under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

LESSEE:

Bill Salter Advertising, Inc.
Attn: William O. Salter
P. O. Box 761
Milton, Florida 32572

With a copy of notices and
correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices will be delivered personally, by overnight courier, or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight courier will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

13. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with Lessee's use of the Property.

14. Compliance with Laws. Lessee agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

15. Entire Agreement. This Lease Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease Agreement may be modified only by an amendment in writing, dated and signed by the County and Lessee. Lessee acknowledges it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease Agreement.

16. Assignments. This Lease Agreement shall not be assigned nor shall the Property be subleased.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or Lessee's use of the Property.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state

guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. Public Records. The Lessee acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Lessee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Lessee seven (7) days written notice, during which period the Lessee still fails to allow access to such documents, terminate this Agreement.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

21. Miscellaneous. The captions, headings and paragraph titles in this Lease Agreement are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease Agreement. If any provision of this Lease Agreement or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease Agreement shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease Agreement.

(The remainder of this page has been intentionally left blank. Signature page to follow.)

IN WITNESS WHEREOF, the County and Lessee have caused this Lease Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by
and through its duly authorized **BOARD**
OF COUNTY COMMISSIONERS

By: _____
D.B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

LESSEE:
Bill Salter Advertising, Inc.

By: _____
William O. Salter, President

Witness _____
Print Name _____

Witness _____
Print Name _____

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 1/19/17

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____. He () is personally known to me, or () has produced current _____ as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

Commence at the northeast corner of Section 17, Township 2 South, Range 30 West, Escambia County, Florida; thence run South 02 degrees 08 minutes 47 seconds West along the east line of said Section 17 for 63.57 feet; thence run North 88 degrees 12 minutes 30 seconds West 258.14 feet; thence run North 83 degrees 21 minutes 41 seconds West 128.86 feet to the POINT OF BEGINNING of this description; thence continue North 83 degrees 21 minutes 41 seconds West for 21.85 feet; thence run South 02 degrees 09 minutes 09 seconds West for 42.35 feet; thence run South 83 degrees 48 minutes 11 seconds East for 35.58 feet; thence run North 15 degrees 19 minutes 32 seconds West for 45.62 feet to the point of beginning and termination of this description. All lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida and containing 0.0278 acres more or less.



1/19/2017 CAE II-20

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WITNESSETH:

WHEREAS, Escambia County is the owner of certain real property ("Property") in Escambia County described herein; and

WHEREAS, on November 14, 2016, the County issued a Request for Proposals (PD 16-17.013) seeking proposals for the lease of said property for use as the site for an outdoor advertising sign; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interest of the County and the public to lease the property to Lessee for use as a site for an outdoor advertising sign under the terms and conditions stated below.

NOW, THEREFORE, for the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated by reference.
2. Property Leased. The County leases to Lessee the Property described in **Exhibit A**, attached hereto and incorporated herein, for use as a site for an outdoor advertising sign.
3. Term. The term of this Agreement shall commence on December 17, 2016, and continue for a term of five (5) years.
4. Fee. On or before the first of each month, Lessee shall pay the County a monthly fee as follows:

	Annual	Monthly
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Year 4 - 12/2019-12/2020	\$4,800	\$400
Year 5 - 12/2020-12/2021	\$5,400	\$450

Date: 1/20/2017 Verified By: J. Lamm

5. Construction of Improvements. No permanent improvements shall be constructed on the Property unless Lessee first obtains written authorization from the County. Lessee shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, Lessee shall remove all improvements or personal property constructed on the Property by Lessee and restore the Property to the condition that existed immediately prior to Lessee's possession of the Property. Any such improvements or personal property not removed by Lessee may be disposed of by the County in any manner the County deems appropriate, without liability to the County.

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7. Inspection. Lessee shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Lessee hereby accepts the Property "as is" on the Effective Date of this Lease Agreement with no warranties regarding suitability of use.

8. Indemnification. Lessee agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by Lessee.

9. Insurance. During the term of the Lease, Lessee shall provide, at its own expense, insurance to cover any damage or loss sustained by the Property and any improvements, whether occasioned by fire, windstorm, flood or other hazard or casualty, or act of God

During the term of the Lease, Lessee shall procure and maintain, General Liability and Business Auto Liability insurance with coverage of \$1,000,000 per occurrence and aggregate limits, including coverage for bodily injury, broad form property damage, operations, products and completed operations, contractual liability covering this Lease Agreement and personal injury. Lessee shall also purchase and maintain workers' compensation insurance for all workers' compensation coverage obligations imposed by state law.

All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. Lessee shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the

identified coverages. All liability coverage shall be provided by carriers licensed to conduct business in the State of Florida.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. **Certificates must be mailed to Robert Dye, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591 and a copy faxed to Claudia Simmons, Purchasing Manager, (850) 595-4805.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

Lessee agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of Lessee must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance shall not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Lease Agreement.

10. Use of Premises. Lessee shall use the Property solely as the site for an outdoor advertising sign and for no other purpose. County reserves the right to specify the routes that may be used by Lessee to access the Property and to change such routes at its discretion.

11. Termination. Either party may terminate this Lease for cause or convenience by providing thirty (30) days written notice to the other party. Lessee shall return the Property to the County in good condition and repair any damage resulting from any improvements installed and removed by Lessee.

12. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and Lessee under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:
County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

LESSEE:
Bill Salter Advertising, Inc.
Attn: William O. Salter
P. O. Box 761
Milton, Florida 32572

With a copy of notices and
correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices will be delivered personally, by overnight courier, or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight courier will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

13. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with Lessee's use of the Property.

14. Compliance with Laws. Lessee agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

15. Entire Agreement. This Lease Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease Agreement may be modified only by an amendment in writing, dated and signed by the County and Lessee. Lessee acknowledges it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease Agreement.

16. Assignments. This Lease Agreement shall not be assigned nor shall the Property be subleased.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or Lessee's use of the Property.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state

guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. Public Records. The Lessee acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Lessee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Lessee seven (7) days written notice, during which period the Lessee still fails to allow access to such documents, terminate this Agreement.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

21. Miscellaneous. The captions, headings and paragraph titles in this Lease Agreement are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease Agreement. If any provision of this Lease Agreement or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease Agreement shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease Agreement.

(The remainder of this page has been intentionally left blank. Signature page to follow.)

IN WITNESS WHEREOF, the County and Lessee have caused this Lease Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by
and through its duly authorized **BOARD**
OF COUNTY COMMISSIONERS

By: [Signature]
D.B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date Executed

1/19/2017

[Signature]
Deputy Clerk

BCC Approved 01-19-2017



LESSEE:
Bill Salter Advertising, Inc.

By: [Signature]
William O. Salter, President

Witness [Signature]
Print Name Michael W. Crawley

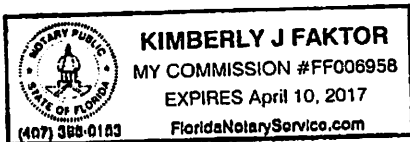
Witness [Signature]
Print Name M. David McCurdy

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 1/19/17

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of
February, 2017, by William O. Salter. He is personally
known to me, or has produced current _____ as
identification.



(Notary Seal)

[Signature]
Signature of Notary Public

Kimberly J. Faktor
Printed Name of Notary Public

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

Commence at the northeast corner of Section 17, Township 2 South, Range 30 West, Escambia County, Florida; thence run South 02 degrees 08 minutes 47 seconds West along the east line of said Section 17 for 63.57 feet; thence run North 88 degrees 12 minutes 30 seconds West 258.14 feet; thence run North 83 degrees 21 minutes 41 seconds West 128.86 feet to the POINT OF BEGINNING of this description; thence continue North 83 degrees 21 minutes 41 seconds West for 21.85 feet; thence run South 02 degrees 09 minutes 09 seconds West for 42.35 feet; thence run South 83 degrees 48 minutes 11 seconds East for 35.58 feet; thence run North 15 degrees 19 minutes 32 seconds West for 45.62 feet to the point of beginning and termination of this description. All lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida and containing 0.0278 acres more or less.

