



# Board Policy Manual

Current as of March 27, 2024

**\*\*All SRIA Board Policies are subject to change at the discretion of the SRIA Board.\*\***

# **SRIA Board Policy Manual**

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## SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: BEACH RENTAL SERVICES  
ADOPTED: 05-07-2003  
REVISED: 05-14-2003, 07-02-2003, 06-13-2012, 02-14-2018, 10-25-2023  
DEPT: ADMINISTRATION & LEASING

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### **Purpose:**

To provide guidelines for the licensing and regulation of beach rental services on the gulf-front beaches of Pensacola Beach for the purpose of permitting the solicitation and immediate sale or rental of certain goods and services which serve a public need and are not themselves a nuisance or detriment, without unreasonably interfering with the flow, recreation, enjoyment, and privacy of persons otherwise on the beach.

### **Policy:**

This policy shall apply to all beach rental services operating on that portion of Santa Rosa Island (SRIA) on the Gulf of Mexico (gulf-front) under the jurisdiction of the Santa Rosa Island Authority, limited to the areas adjacent to multi-family residential or commercial leaseholds, as approved by the Santa Rosa Island Authority board and outlined on this policy.

### **Exclusions:**

1. Beach rental services will not be approved to operate in:
  - A. "Preservation Areas" on Pensacola Beach as defined in the 1988 Pensacola Beach Land Utilization Plan,
  - B. Public Swimming Areas to include Casino Beach, Ft. Pickens Recreation Area, Park East, or other areas as determined by the Santa Rosa Island Authority.
  - C. Within fifty feet (50') of any single-family residential dwelling.
2. Beach Rental Services will be permitted to operate only adjacent to multi-family residential or commercial leaseholds and will not be permitted to operate adjacent to single-family residential leaseholds.
3. No motorized watercraft may be rented on the Gulf of Mexico.

### **Definitions:**

1. *Beach Rental Service*- A person, firm or corporation primarily responsible for providing or offering Beach Rental Service Items to the public at any one

business or location, either personally or directly through an agent or employee.

2. *Beach Rental Service Items*- Umbrellas; Sailboats and sailboards; Cabanas; Aqua cycles; floats and surfboards; chairs; non-alcoholic beverages; sun protective oils and creams.
3. *Site*- Established location of beach rental service, as approved by the Santa Rosa Island Authority.
4. *Adjacent Owner*- Leaseholder in possession of the property adjacent to the Beach Rental Service Site on the gulf-front public beach, including leaseholds on the north side of County Road 399 where there is no leasehold interest south of the roadway.

**General Policies:**

1. Any license granted pursuant to this policy shall be for the non-exclusive use of a site.
2. Beach Rental Services must complete a license application for each site on which they wish to operate. (Application to be provided by SRIA staff)
3. The adjacent leaseholder shall be afforded the opportunity to provide comments regarding the issuance of the requested license.
4. The SRIA board shall consider whether the services supplied are consistent with the uses of any adjacent leaseholder and may approve or deny a request for license on that basis.
5. A Beach Rental Service license may be suspended upon written notice to the licensee of the licensee's failure to comply with the terms of this policy that pose a risk to public health or safety as determined by the Executive Director of the Santa Rosa Island Authority. The suspension shall be lifted immediately upon written notice to the licensee after the Executive Director determines that the noncompliance with this policy has been cured and no longer poses a risk to public health or safety.
6. Any license granted pursuant to this policy will be for a term of one year but will be automatically renewed annually on the date of issuance of the license unless terminated by thirty days advance written notice by either party. The license may be revoked upon violation of any SRIA rule or regulation or other applicable federal, state or local laws, regulations or ordinances, including but not limited to policies or procedures relating to the issuance of the license.

7. Failure to comply with the terms of this policy may result in immediate revocation of the Beach Rental Service license. A written notice of revocation will be delivered to the Licensee. All beach rental service items must be removed from the beach rental service site within forty-eight (48) hours of the Licensee's receipt of the notice of revocation.

**Criteria:**

1. The location of each Beach Rental Service (BRS) site will be determined by the SRIA. Each site must maintain a minimum north setback of 25' south of the 2003 beach restoration berm, water side setback of 45' north of the Mean High-Water Line of the Gulf of Mexico, minimum spacing of 10' between chair/umbrella setups, a minimum aisle width of 20' between chair rows, minimum side setbacks of 20' within the approved site, and a minimum of 40' between BRS items furnished by Licensees. Side setbacks will be measured from the lease lines if there is immediately adjacent leasehold or from the site sidelines as established by the SRIA for sites if there is not immediately adjacent leasehold. In no case shall the BRS site exceed 500 linear feet in width. A third row of folding chairs will be allowed on an "as needed" basis, 20' behind first row set. Concessionaires located between the Gulf and second row of chairs must keep open a 10' Right of Way for emergency vehicles.
2. All BRS must maintain the BRS site set aside for their use in a clean, safe condition at all times.
3. All BRS rental items must be landward of lifeguard stands located within the site.
4. In the event of a storm or other impending disaster, all beach rental equipment and the storage facility located on public beach must be removed to a secure site off the public beach within twelve hours notification by the SRIA. A Licensee, in his/her license application and at all reasonable times, thereafter, must demonstrate, to the reasonable satisfaction of the SRIA that the license has adequate storage facilities and is capable of removing and storing all beach rental service items within the time frames established by this policy.
5. All storage facilities for any BRS equipment must be approved by the Santa Rosa Island Authority's Development and Environmental Services Department and, if required, the Florida Department of Environmental Protection.
6. Movement of BRS equipment cannot damage the dune system. The BRS must use the established beach access systems.

8. All beach rental equipment must be removed from the beach at the expiration of the license agreement with the SRIA.
9. Only non-motorized beach watercraft or similar rental equipment are permitted.
10. Sale of alcoholic beverages is prohibited.
11. All non-alcoholic drink items must be prepackaged. Glass bottles are prohibited by Escambia County Ordinance Sec. 102-65. . The method of storage and transportation of all drink items must be approved by the SRIA prior to use.
12. Each BRS must provide a certificate of insurance complying with the SRIA policy regarding insurance for license holders.
13. All rentals, goods and services will be available at the same rates for members of the general public as it is to those who may be staying at an adjacent leasehold property.
14. Each BRS shall have on site an employee who holds a valid and current certificate as an American Red Cross Lifeguard. The purpose of this requirement is to improve the ability of persons providing Beach Rental Services to assist others in need. Compliance with this requirement shall not impose upon such person the duties of a Lifeguard.
15. Other requirements and conditions may be imposed if deemed to be in the interest of public safety as determined by the SRIA.
16. During turtle nesting season, May 1- Oct 31, Beach Rental Services must delay setting up equipment until their sites have been inspected by Escambia County Turtle Patrol. In the event of a delay by the Turtle Patrol, it is the responsibility of the Beach Rental Service to communicate with the Turtle Patrol for an alternative arrangement.

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## SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: COLLECTION OF SOCIAL SECURITY NUMBERS  
ADOPTED: 01-23-2008  
REVISED: 10-25-2023  
DEPT: ADMINISTRATION & LEASING

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### **Purpose:**

During the 2007 legislative session, the Florida Legislature passed, and Governor Christ signed, an amendment to the Public Records Act, Chapter 119, Florida Statutes found under Sections 119.071(5) (a) 2, 3 and 4, Florida Statutes. Compliance with the amendment is mandated for January 31, 2008.

The amendment prohibits a public agency from collecting Social Security numbers unless the agency states in writing the agency's policy on collecting the Social Security numbers. The amendment further provides that the agency's collection of Social Security numbers must be authorized by a specific law or be imperative for the performance of the entity's duties and responsibilities as prescribed by law. An agency is prohibited from using Social Security numbers for any purpose other than the specific purpose set forth in the agency's policy on collecting Social Security numbers.

An agency collecting an individual's Social Security number is required to provide the individual with a copy of the agency's policy on collecting the Social Security numbers.

The amendment to Chapter 119, Florida Statutes requires agencies to certify their compliance with the amendment in writing to both the President of the Florida Senate and the Speaker of the Florida House of Representatives no **later than January 31, 2008**.

### **Policy:**

Pursuant to Section 119.071(5)(a) 2, Florida Statutes, social security numbers are requested for the purpose of preparing IRS Form W-2 for employees and IRS Form 1099 for vendors who do not have a Federal Tax identification number. Social Security numbers will be used solely for one or more of these purposes.

SRIA staff will adopt practices and take necessary precautions to secure social security numbers.

Additionally, federal grant applications such as the Flood Mitigation Assistance Program, requires the collection of social security numbers. SRIA staff or the Authority's grant administrator may then request, but not retain, such information for purposes of leaseholder participation in a federal grant program.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: COMBINATION OF RESIDENTIAL LEASEHOLDS AND LEASES  
ADOPTED: 07-12-2017  
REVISED: 10-25-2023  
DEPT: ADMINISTRATION & LEASING

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**Purpose:**

The purpose of this policy is to clearly state the Santa Rosa Island Authority policy on whether the combining of residential leasehold parcels and their respective leases is authorized.

**Policy:**

This policy prohibits the combining of two or more contiguous residential leasehold parcels and their respective leases.

**Authority:**

The SRIA was created pursuant to Chapter 24500, Laws of Florida, Acts of 1947, as amended (the "Act"), to administer Pensacola Beach on behalf of the Escambia and the residents and inhabitants of Escambia, for the purpose of, among other things, establishing, charging and collecting lease fees on Pensacola Beach. The SRIA has the power under the Act to establish whether residential leasehold parcels and their respective leases can be combined or prohibited.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: COMMERCIAL LEASE EXTENSIONS  
ADOPTED: 01-04-2006  
REVISED: 08-08-2007, 12-03-2008, 03-10-2010, 10-25-2023  
DEPT: ADMINISTRATION & LEASING

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**Purpose:**

To provide an equitable basis for the extension of commercial leases on Pensacola Beach.

This policy applies to commercial master leaseholders who wish to extend their leases whose lease does not include an option to renew. All commercial lease extensions must be approved by the SRIA board.

**Policy:**

1. Commercial master leases subject to this policy are limited to a term of forty (40) years. At no time may the number of years of the current term of the lease, as amended by a lease extension, exceed forty years, unless otherwise approved by the Board.
2. A commercial master leaseholder may request an extension of their commercial master lease at any time during the current lease term, but no later than six months prior to expiration of the current lease.
3. A statement of substantial need must be furnished with each application for a commercial lease extension on which the remaining lease term is greater than three years. An example of a statement of substantial need is a written statement from a licensed financial institution attesting to the need for the lease extension in order to obtain financing for improvements.
4. There is no limit on the number of times a commercial master leaseholder may request an extension of their master lease as long as the request meets the remaining policy criteria.
5. An application for commercial lease extension must be submitted with an administrative fee of \$100. (Application to be provided by SRIA staff)
6. The commercial lease extension will be based upon calculation of a new minimum annual lease fee, which will be applied effective immediately upon approval, unless otherwise specified by the SRIA Board.

7. The new minimum annual lease fee will be calculated based upon 80% of the average of the total lease fee payments paid to the SRIA under the lease for the three lease years of highest revenue for which SRIA records exist.
8. The new minimum annual lease fee will, in no case, be less than the minimum annual lease fee in existence at the time of the extension request (hereinafter called original annual lease fee).

The new minimum annual lease fee will be assessed as follows:

- A. The original annual lease fee and monthly percentage fee payments will be paid at the same time and in the same manner as prescribed in the terms of the master lease.
  - B. At the end of the lease year, if the total lease fee payments (original annual lease fee and monthly percentage fees) are not greater than or equal to the amount of the new minimum annual lease fee, the master leaseholder will be billed for the balance of the new minimum annual lease fee.
  - C. If the master leaseholder is closed for an extended period during which percentage fee payments are not generated, and the closure has been approved by the SRIA board, the master leaseholder will be offered the option to pay the new minimum annual lease fee in quarterly increments to avert the requirement for a large lump-sum payment at the end of the lease year.
9. Upon approval of the commercial lease extension by the SRIA board, the commercial master lease will be amended to reflect the new lease term and the new lease fee.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: COMMERCIAL LEASE STANDARDS AND PERCENTAGE FEES  
ADOPTED: 02-10-1999  
REVISED: 11-06-2002, 05-07-2008, 03-27-2024  
DEPT: ADMINISTRATION & LEASING

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**Purpose:**

The purpose of this policy is to establish a standard to be used for lease fees and terms for new, amended, modified, or renegotiated commercial leases, including standard terms and conditions.

**Policy:**

This policy applies only to new commercial leases and existing commercial leases that are amended or modified; or negotiated to incorporate a substantial change in the use of the property and that require a quasi-judicial hearing before the Santa Rosa Island Authority to accomplish such a change. In no event shall the initial term of an existing commercial lease be decreased without the express consent of the lessee in the event of an amendment or modification to an existing commercial lease.

The following provisions denote the variable areas of each new, amended, modified or renegotiated, commercial lease:

- Legal description of the leasehold property
- Term of the lease
- Authorized use of the leasehold property
- Minimum annual lease fee

Other terms may vary depending on circumstances specific to the leasehold property.

Standard percentage fees in addition to the minimum annual lease fees (Refer to Policy 1.12) will be as follows per calendar year.

- Full-service restaurants will pay the following percentage fees:

2% food  
2% beer and wine

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<sup>1</sup> For amendments or modifications to extend the commercial lease term, see policy on Commercial Lease Extensions. For amendments or modifications to establish new minimum annual lease fees, see policy on Minimum Annual Lease Fee Establishment.

5% first \$50,000 of gross income from liquor sales  
4% next \$50,000 of gross income from liquor sales  
3% all gross income over \$100,000 from liquor sales  
5% all other sales or services

- Fast food restaurants will pay the following percentage fees:

2% beer and wine  
5% first \$50,000 of gross income from liquor sales  
4% next \$50,000 of gross income from liquor sales  
3% all gross income over \$100,000 from liquor sales  
5% all other sales or services

- Lounges, bars, package stores, etc. will pay the following percentage fees:

2% beer and wine  
5% first \$50,000 of gross income from liquor sales  
4% next \$50,000 of gross income from liquor sales  
3% all gross income over \$100,000 from liquor sales  
5% all other sales or services

- Professional offices (real estate, physicians, lawyers, hair salons, etc.) will pay the following percentage fees:

2% for all professional sales or services  
5% for all other sales or services

- Retail or recreational sales (souvenir, equipment rental, lounge wear, floats, etc.) will pay the following percentage fees:

5% for all sales or services

- Motels or hotels will pay the following percentage fees:

2.55% for all room rentals (not including timeshares or fractional hotels)  
2% all food sales from full-service restaurant  
2% all beer and wine sales  
5% first \$50,000 of gross income from liquor sales  
4% next \$50,000 of gross income from liquor sales  
3% all gross income over \$100,000 from liquor sales  
5% all fast-food sales  
5% all miscellaneous sales (includes meeting space/banquet halls, promotional sale items, beach rental equipment, souvenir shops, SRIA fees)

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: CRITERIA FOR BUSINESS LISTINGS ON  
VISITPENSACOLABEACH.COM  
ADOPTED: 10-14-2009  
REVISED: 01-24-2024  
DEPT: ADMINISTRATION & LEASING

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**Purpose:**

The purpose of this policy is to outline the criteria for commercial businesses to be listed on VISITPENSACOLABEACH.COM.

**Policy:**

1. A business is defined as any master lessee, sublessee and/or licensee conducting commercial activities on leasehold property on Pensacola Beach, having a business license issued by the Escambia County Tax Collector for said commercial activities and paying lease fees, directly or indirectly, to the Santa Rosa Island Authority.
2. A business listing on VISITPENSACOLABEACH.COM shall be limited to the following information:
  - a. The name or registered fictitious name of the business on the lease, sublease or license,
  - b. The address of the business
  - c. The telephone number of the business
  - d. A web link to the business's website
  - e. A brief description of the nature of the business
3. The website will be updated by the SRIA periodically as businesses are approved by the SRIA Board.
4. The business listing is offered free of charge.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: ESTABLISHING PURCHASE PRICE FOR NEW LEASES  
ADOPTED: 04-04-2001  
AMENDED: 09-10-2020, 03-27-2024  
DEPT: ADMINISTRATION & LEASING

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**Purpose:**

The purpose of this policy is to establish the process for determining the purchase price of any new commercial or residential lease.

**Policy:**

To determine the purchase price of a new commercial or residential lease, the following methodology will apply:

- A. The Authority will obtain an appraisal by a certified general appraiser or a Member Appraisal Institute (MAI) appraiser on all properties for which a new lease is contemplated.
- B. The process of leasing the identified property will be governed by the applicable provisions of Section 125.35, Florida Statutes, and Chapter 24500, Laws of Florida (the Special Act establishing the SRIA), as amended from time to time. All bids will begin at no less than 75% of the appraised value.
- C. The entity submitting the highest bid, not less than 75% of the appraised value, will be awarded the lease.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: LEASE AMENDMENTS REGARDING VESTING OF TITLE  
ADOPTED: 05-04-2005  
REVISED: 01-24-2024  
DEPT: ADMINISTRATION & LEASING

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**Purpose:**

The purpose of this policy is to provide for the amendment of all leases, commercial and residential, previously entered into by the Santa Rosa Island Authority which erroneously provided for title to any building or improvements of a permanent character that are erected or placed upon the demised premises to vest in Escambia County upon the termination of the lease or at any time other than immediately or forthwith upon erection, construction or placement of such improvements on the demised premises.

**Background:**

Certain leases previously entered into by the Authority erroneously provided for title to buildings or improvements of a permanent character that are erected or placed upon the demised premises to vest in Escambia County upon the termination of such leases.

**Policy:**

It has always been the policy of the Authority to require title to buildings or improvements of a permanent character erected or placed upon properties leased by the Authority to forthwith vest in Escambia County.

Any lease entered into by the Authority that contains language providing for the vesting of title to buildings or improvements of a permanent character erected or placed upon the demised premises in Escambia County upon the termination of the lease or at any time other than immediately or forthwith upon erection, construction or placement of such improvements on the demised premises is contrary to Board policy.

It is the intent of the Authority that title to any building or improvements of a permanent character shall:

1. Immediately vest in Escambia County upon erection or placement of such improvements on the demised premises
2. That the construction of such building or improvements within the time frame provided by the lease is a fundamental consideration for the Authority entering into the lease
3. That the building or improvements of a permanent character shall immediately become a part of Lessee's leasehold estate upon erection or placement on the demised premises

4. Become part of the property being leased by the Authority to such Lessee, and that Lessee shall repair, replace, restore, reconstruct if necessary, and maintain any building or improvement of a permanent character erected or placed on the demised premises in order that upon the termination of the lease the Authority will be able to take possession of the building or improvement of a permanent character in good condition and repair.

**Enactment:**

The Authority understands it has no authority to unilaterally amend those leases it has previously executed; however, the SRIA staff shall periodically review leases. If leases contain language providing for the vesting of title to improvements of a permanent character erected or placed on demised premises in Escambia County at a time other than forthwith upon erection, SRIA staff will request that the lessees of the premises covered by such leases enter into mutual amendments of their leases with the Authority which will provide for the immediate vesting of title in Escambia County of all buildings or improvements of a permanent character erected or placed on the demised premises.

The Authority has previously approved language regarding vesting of title to improvements for insertion in the standard form leases to be executed by the Authority. The following language is hereby approved for use in any amended lease executed to correct the erroneous language regarding vesting of title to improvements erected on the demised premises:

"Title to any building or improvements of a permanent character (the "Improvements") that shall be erected or placed upon the Demised Premises by the Lessee shall forthwith become a part of the Demised Premises and vest in Escambia County, Florida, subject, however, to each and every provision of this Lease. Lessee acknowledges that it shall have no right to remove such improvements from the Demised Premises.

Similar language to the foregoing language may be used in the amended lease provided that such language is in conformity with the intent of the Authority to provide for immediate vesting of title in Escambia County to any building or improvement of a permanent character erected or placed upon the leased property.

The Chairman of the Authority is authorized to execute on behalf of the Authority any amended lease or amendment to lease prepared to correct the erroneous language regarding vesting of title to any building or improvements of a permanent character in Escambia County at a time other than forthwith upon the erection or placement of such improvements on the demised premises, which amended lease or amendment to lease has been approved by SRIA staff and the Authority's attorney.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: LEASE ENFORCEMENT ALTERNATIVES  
ADOPTED: 02-10-1999  
REVISED: 03-27-2024  
DEPT: ADMINISTRATION & LEASING/DEVELOPMENT & ENVIRONMENTAL/  
FINANCE

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**Purpose:**

The purpose of this policy is to outline the enforcement alternatives for termination of leases under the purview of the Santa Rosa Island Authority ("SRIA"), specifically regarding those defaults of a less serious nature such as code infractions or unsightly leaseholds. This policy also serves to confirm that the Santa Rosa Island Authority will aggressively pursue enforcement of the lease provisions and the 1949 Covenants and Restrictions applicable to all leases on Pensacola Beach but will pursue the cure of defaults in a cost-effective and practical manner.

**Policy:**

1. Non-Payment of Lease Fee

The SRIA recognizes that failure to pay annual lease fees may be unintentional or a result of new contact information that SRIA has not been made aware of. For this reason, SRIA staff takes all reasonable and practicable steps available to collect lease fees that are not timely paid. These steps include research to determine if a leasehold has been transferred, if the address on file with the SRIA is correct, if there is a mortgage on the lease even if the file does not reflect that there is one, and if a phone number for the leaseholder can be located. If a phone number is available, then the SRIA staff will attempt to contact the leaseholder by phone to notify them of the default and give them an opportunity to cure.

In the event of non-payment of the lease fee after the above steps are taken, termination of the lease will be sought through the following established procedure:

- A. Notice of default requiring payment of past due fees, late charges and penalties, within thirty days shall be sent by Certified Mail, regular U.S. mail, and any other available method of communication, such as electronic mail if an address is available.
- B. Submission to attorney if the lease fees, late charges, and penalties are not paid within thirty days of the SRIA's notice of default.

- C. Court action for lease termination if the default is not resolved following legal notification.
  - D. In the discretion of the SRIA attorney, a Notice of Lease Default may be filed in the Official Records of Escambia County and sent to the leaseholder prior to proceeding with court action.
2. Other Lease Defaults and Minor Lease Infractions (e.g., minor code infractions)
- A. The notice provisions and procedures for handling non-monetary lease defaults, including minor infractions, shall be the same as set forth in Section A. of this policy.
  - B. Escambia County Code of Ordinances Chapter 30, as amended, provides for action by the Code Enforcement Division of Escambia County to assure compliance with the County code and ordinances, including provisions that apply on Pensacola Beach. Additionally, Section 42-91 of the County Code of Ordinances establishes maintenance requirements for property leased by the SRIA. Where applicable for non-monetary lease defaults, including minor infractions, the SRIA will work with the Code Enforcement Division of Escambia County to cure lease defaults that involve code violations.
3. If a lessee is in a delinquent status, the delinquency must be corrected before any type of lease request can be presented to the Authority.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: LEASE FEE REDUCTION  
ADOPTED: 08-26-2015  
REVISED: 01-24-2024  
DEPT: ADMINISTRATION & LEASING/FINANCE

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**Purpose:**

The purpose of this policy is to reduce all residential and commercial lease fees by fifty (50%) percent effective October 1, 2015, for all leases under the jurisdiction of the Santa Rosa Island Authority ("SRIA"). This policy is based upon Escambia County, Florida assuming all monetary, operational and administrative responsibilities for the Pensacola Beach Public Works Department and Public Safety Department effective October 1, 2015, including but not limited to all assets, contracts and obligations of any kind existing for the Pensacola Beach Public Works Department and Public Safety Department prior to October 1, 2015, via an interlocal agreement between the SRIA and Escambia County (Exhibit A).

**Policy:**

This policy is implemented pursuant to the authority granted to the SRIA by Chapter 24500, Laws of Florida, Acts of 1947, as amended and for the purpose stated herein.

1. Lease fees for all lessees who have a lease with the SRIA are reduced as follows:
  - a. All individual residential lease fees are reduced by fifty (50%).
  - b. All commercial lease fees are reduced as follows:
    - (i) Minimum Annual Lease Fees are reduced by fifty (50%);
    - (ii) Percentage Lease Fees are reduced by fifty (50%), e.g., a percentage lease fee of two (2%) would be reduced to one (1%); and,
  - c. All master lessees (with sublessees) lease fees shall be reduced by fifty (50%), contingent upon the master lessee giving the sublessees a dollar-for-dollar proportionate reduction in their sublease fees.
2. This policy shall not apply to any license fee or management contract fee paid to the SRIA under a license or management contract.

3. This policy is not meant to abrogate CPI provisions in the leases. The SRIA may, at its discretion, enforce the CPI provision, if applicable. Any lease fee subject to a CPI increase will be reduced by fifty (50%) in accordance with this policy following the CPI adjustment.
4. This policy will not apply to the Little Sabine Park Maintenance Fee.
5. This policy is contingent upon Escambia County maintaining all monetary, operational and administrative responsibilities for the Pensacola Beach Public Works Department and Public Safety Department after October 1, 2015, via the Interlocal Agreement (Exhibit A).
6. This policy may be revoked at the discretion of the SRIA Board.

Escambia County  
Clerk's Original

9/24/2015 CAT I-5

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY,  
FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY

THIS AGREEMENT is made this 24th day of September 2015, by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

WITNESSETH:

**WHEREAS**, the County and the SRIA have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, the County and the SRIA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

**WHEREAS**, the SRIA has approved a transfer of all the monetary, operational and administrative responsibilities and obligations of the SRIA public works and public safety departments and functions on Santa Rosa Island effective on October 1, 2015; and

**WHEREAS**, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement to provide the basis for the orderly transfer of all responsibilities and obligations for the SRIA public works and public safety departments and functions on Santa Rosa Island from the SRIA to the County.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

**Section 1. Recitals.** The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

**Section 2. Purpose of Agreement.** Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the parties will cooperatively transfer all the responsibilities and obligations for the SRIA public works and public safety departments and functions on Santa Rosa Island from the SRIA to the County.

Date: 9/30/15 Verified By: J. Farver

**Section 3. Responsibilities of Parties.****3.1 Transfer of Public Works and Public Safety Functions.**

Effective October 1, 2015, at 12:01 a.m. (the "Commencement Date"), the County shall assume all the monetary, operational and administrative responsibilities and obligations for the SRIA public works and public safety departments and functions on Santa Rosa Island and for all SRIA public works and public safety employees to be transferred from the employment of SRIA to the employment of the County pursuant to this Agreement. SRIA public works and public safety departments and functions shall include, but, not be limited to, maintenance of County roadways, right of way clearing, transportation and stormwater management, public facilities and property maintenance, lifeguard services, emergency medical services, emergency management, and fire rescue services. Unless otherwise agreed to in an amendment to this Agreement or in a separate agreement, SRIA shall not be responsible for providing the aforementioned services for Santa Rosa Island on or after the Commencement Date.

On and after the Commencement Date, the County shall be responsible for funding all expenses associated with the provision of the SRIA public works and public safety departments and functions on Santa Rosa Island as approved in the annual budget adopted by the Escambia County Board of County Commissioners. For the purpose of this Agreement, "Operational Expenses" shall include all employee wages for public works and public safety personnel, applicable insurance costs, utilities, and all other costs incident to the provision of public works and public safety on Santa Rosa Island.

The County agrees to work cooperatively with SRIA to provide public safety and public works review, input, and support as well as post-event cleanup for all SRIA sponsored events and such other events as may be mutually agreed to by the parties. The SRIA shall have access to and utilization of all SRIA Facilities as defined in Section 3.3 herein for events on Pensacola Beach.

On or before the Commencement Date, SRIA agrees to make a one-time transfer of \$50,000.00 ("One-Time Payment") to the County for the perpetual enhancements and improvements of Morgan Park located at 462 Pensacola Beach Boulevard. The expenditure of the One-Time Payment is restricted to the perpetual enhancements to Morgan Park. After the One-Time Payment to the County, the SRIA shall have no further obligation to transfer funding for the maintenance of Morgan Park.

Within thirty (30) days after the Commencement Date, SRIA agrees to remit to County payments received from the United States Department of the Interior National Park Service, Gulf Islands National Seashore pursuant to the Cooperative Agreement (P15AC00265) for Lifeguard Management within the Florida District of Gulf Islands National Seashore for lifeguard services provided pursuant to the agreement from September 26-30, 2015.

### **3.2 Transfer of Public Works and Public Safety Personnel.**

Effective September 26, 2015, all public safety and public works employees of the SRIA, as defined herein, who accept offers of County employment, shall become County employees, and the County shall take full responsibility for all labor and employment matters for all such employees.

For the purpose of this Agreement, an employee of the SRIA shall be deemed to be an employee of the County on September 26, 2015, when the employee accepts the County's offer of employment and submits all documentation as required by federal law, state law, and the County's internal policies and procedures. The parties agree that the employees transferred hereunder are not intended as third-party beneficiaries under this Agreement.

Notwithstanding any employee's acceptance of an employment offer pursuant to this Agreement, the SRIA shall pay, and remain liable for, any and all wages inclusive of overtime, salaries, and benefits for SRIA employees for time worked until 11:59 P.M. on September 30, 2015. On or before the Commencement Date, SRIA shall reimburse County for any and all wages inclusive of overtime, salaries, and benefits for transferred SRIA employees for time worked from 12:00 a.m. on September 26, 2015, until 11:59 P.M. on September 30, 2015. On or before the Commencement Date, SRIA shall also remit to County the cash equivalent for 100% of accrued annual leave (up to the maximum of 400 hours) and 50% for accrued sick leave (up to the maximum amount of 2,080 hours) for all employees transferred hereunder.

On and after the Commencement Date, the SRIA shall have no obligation, responsibility, or liability for any compensation or other benefits for the employees transferred to the County incurred on or after the Commencement Date; however, the SRIA shall remain liable for compensation or other benefits arising from events occurring prior to the Commencement Date, including any workers' compensation claims for compensable injuries, arbitration decisions regarding employee discipline and contract breaches, and any other conditions occurring prior to the Commencement Date. The SRIA shall also remain liable for any claim or cause of action brought by an employee based on her or his employment which accrues prior to the Commencement Date.

The SRIA shall remain liable for any Fair Labor Standards Act ("FLSA") compensatory time accrued or earned prior to the Commencement Date. The County shall hold the SRIA harmless for any loss occasioned by a claim for payment of leave by an SRIA employee that is filed on and after the Commencement Date, including, but not limited to, any claim for leave accrued and earned prior to the Commencement Date other than FLSA compensatory time. Employees transferred hereunder may retain any FLSA compensatory time accrued or earned prior to the Commencement Date for a period up to one year. Accrued compensatory time shall be exhausted or otherwise forfeited no later than September 30, 2016.

The SRIA shall be responsible for all required contributions and payments required by the Florida Retirement System for any SRIA employees who retire on a date effective prior to the Commencement Date ("Retirees"). Retirees shall remain covered under the SRIA's health insurance policies. The County shall be responsible for all required contributions and payments required by the Florida Retirement System for any SRIA employees who retire on a date effective on or after the Commencement Date.

Unless otherwise authorized by the County Administrator, on or before September 26, 2015, the County shall replace all employee badges, insignias, logos, patches, or other forms of identifications belonging to the SRIA with a County-issued replacement identifying the employee as an employee of the County. All of the SRIA's badges, insignias, logos, patches or other forms of identification shall be returned to the SRIA if practical to do so.

The County shall be fully responsible for all administration of the employee transfer under this Section, including, but not limited to, the preparation and execution of all documents necessary to effect the transfers and all costs associated with effecting the transfers.

### **3.3 Transfer of SRIA Facilities.**

On the Commencement Date, the County shall assume exclusive physical possession, ownership and control, and all responsibility for the maintenance, repair and/or replacement of the following SRIA Facilities on Santa Rosa Island:

- 25 Via Deluna — Maintenance Office, Bldg A, Bldg B, pole shed and flagpole
- 451 Via Deluna – Gazebo
- 911 Via Deluna – Exercise equipment, tennis court/fencing, basketball court/fencing, hockey rink, lights and track
- 3000 Via Deluna — Park East restrooms
- 462 Pensacola Beach Boulevard — Morgan Park
- 490 Pensacola Beach Boulevard — Picnic shelters, restrooms, boat ramp and parking lots
- 1 Casino Beach Boardwalk — Public Safety Building and flagpole
- 2 Casino Beach Boardwalk — Pavilion, seating, walkway, parking lot, flagpole, statue, and the water storage tank (beach ball water tank)
- 41 Fort Pickens Road — Gulfside Pier — guardrails, decking, planks, pilings
- 343 Fort Pickens Road — Fencing
- 1392 Fort Pickens Road — Park West pavilion and parking lots
- 1399 Fort Pickens Road — Park West boardwalk, picnic shelters, restrooms
- 400 Quietwater Beach Road — Amphitheater, boardwalk, beach front, public picnic areas, public restroom facilities, parking lot, dock/pier
- Flag poles along the causeway on Pensacola Beach Boulevard and on the Gulf Pier
- Siren Poles
- All trolley-stop shelters and benches
- All fencing along County Road 399

- All public parking lots, nodes, and port-o-lets, excluding the parking lot maintenance for properties and improvements retained by the SRIA and not otherwise listed in this Section
- All public parking lot lighting, including, but not limited to, the Casino Beach parking lot and the Casino Beach Boardwalk, excluding the parking lot lighting for properties and improvements retained by the SRIA and not otherwise listed in this Section
- All sand fencing along the Gulf of Mexico Beaches
- All dune walkovers and public access points
- All public beaches that are currently maintained by the SRIA on a regularly scheduled basis
- All roads both asphalt and unpaved including sidewalks, except private roads or sidewalks
- All vegetation and irrigation along all public roads and public rights of way

("SRIA Facilities")

The County shall be responsible for issuing any authorizations, clearances, identifications, and necessary equipment thereto, for the purpose of gaining entry and access to SRIA Facilities. Unless otherwise authorized by the County Administrator, on or before the Commencement Date, the SRIA shall remove all SRIA insignias and logos from transferred SRIA Facilities on Santa Rosa Island.

Other than the removal of all SRIA insignias and logos from SRIA Facilities, the County shall be fully responsible for all administration of the SRIA Facilities transfer under this Section, including, but not limited to, the preparation and execution of all documents necessary to effect the transfers and all costs associated with effecting the transfers.

#### **3.4 Transfer of Personal Property.**

On and after the Commencement Date, the County shall assume care, custody, and control of all vehicles, large equipment, and miscellaneous personal property utilized for the provision of the SRIA public safety and public works departments and functions on Santa Rosa Island, including, but not limited to, items set forth in **Exhibit A**, attached hereto and incorporated herein ("Personal Property"). The County agrees to accept the Personal Property in "as is" condition on the Commencement Date and agrees to discharge the SRIA for any warranties or obligations accruing and associated with the Personal Property on or after the Commencement Date. On and after the Commencement Date, the County shall be solely responsible for insuring, maintaining, repairing and/or replacing Personal Property. The County shall be solely responsible for transferring title to Personal Property at its own expense. Unless otherwise authorized by the County Administrator, on or before the Commencement Date, the County agrees to remove all SRIA insignias and logos from said Personal Property.

On and after the Commencement Date, the County shall assume care, custody, and control of all inventory, perishables, fixed and movable equipment, presently located on the premises of or otherwise used in the operation of transferred SRIA Facilities. Within

one (1) week prior to the Commencement Date, the County and the SRIA shall jointly prepare an inventory listing, noting the condition of all such inventory, perishables, fixed and movable equipment, and the same shall be maintained by the SRIA in the normal condition and quantity until the Commencement Date. On and after the Commencement Date, the County shall be responsible for the removal, disposal, maintenance, repair, and replacement of all inventory, perishables, fixed and movable equipment and agrees to discharge the SRIA for any warranties or obligations accruing and associated with all inventory, perishables, fixed and movable equipment on and after the Commencement Date.

On and after the Commencement Date, the County shall assume the care, custody, and control of all phone equipment, including, but not limited to, a definite quantity of cellular phones and related contact numbers issued to SRIA public works and public safety employees. Within one (1) week prior to the Commencement Date, the County and the SRIA shall jointly prepare an inventory listing, noting the condition of all such items, and the same shall be maintained by the SRIA in the normal condition and quantity until the Commencement Date. On and after the Commencement Date, the County shall assume responsibility for paying all fees for cellular phones provided to employees pursuant to this Agreement, and shall pay all other line and maintenance expenses for the same and agrees to discharge the SRIA from any warranties or obligations accruing and associated with phone equipment on and after the Commencement Date.

The County shall be fully responsible for all administration of all transfers under this Section, including, but not limited to, the preparation and execution of all documents necessary to effect the transfers and all costs associated with effecting the transfers.

All items listed in Exhibit A are required to be primarily utilized on Pensacola Beach.

### **3.5 Transfer of Existing Contractual Obligations.**

The County shall assume all rights and duties in relation to the operation, management, and control of Santa Rosa Island, as provided in Sections 3.1 through 3.4 herein. The County shall take all practicable and reasonable steps to assume all legal rights and commitments, contracts, or other obligations entered into by the SRIA in connection with the provision of the SRIA public works and public safety departments and functions on Santa Rosa Island. All such rights and obligations, including the administration of any grants that are currently awarded to the SRIA for the SRIA public works and public safety departments and functions, shall be performed by the County to the same extent as required of the SRIA. The SRIA shall cooperate and assist in whatever manner necessary to transfer these contractual rights and obligations that are otherwise required to be assigned from the SRIA to the County in as expeditious a manner as is possible.

The County shall be fully responsible for all administration of the contractual obligations transfer under this Section, including, but not limited to, the preparation and execution of all documents necessary to effect the transfers and all costs associated with effecting the transfers.

**3.6 Computer licenses.**

The County and the SRIA shall cooperate in the transfer and assignment of any agreements, contracts, or licenses governing the purchase, maintenance, operation, or use of any computer hardware, software, networks, and support equipment for the SRIA public works and public safety departments and functions. Additionally, unless otherwise specified, all software and related licenses installed on transferred equipment prior to Commencement Date shall remain installed on transferred equipment on and after the Commencement Date. The SRIA warrants, holds the County harmless, and indemnifies the County to the extent allowed by law, that the software installed on all transferred equipment is legally and properly licensed for use for the duration of the respective licenses. However, it is the responsibility of the County to determine the term of the respective licenses and maintain any and all software licensing after the terms expire, including any and all costs of such licensing.

The County shall be fully responsible for all administration of the computer license and software transfer under this Section, including, but not limited to, the preparation and execution of all documents necessary to effect the transfers and all costs associated with effecting the transfers.

**3.7 Records.**

On and after the Commencement Date, the County shall become the sole custodian of all records located at SRIA Facilities subject to this Agreement. In serving as the custodian of records, the County agrees to retain records pursuant to Florida's public records law and to cooperate and provide copies of needed records to the SRIA upon request. Any e-mail records or other electronic records not specifically transferred to the County on the Commencement Date shall remain the property of the SRIA and the SRIA shall remain the sole custodian of such records.

**Section 4. Hold Harmless.**

**4.1** The County shall accept responsibility for any and all occurrences arising out of the SRIA public works and public safety departments and functions on Santa Rosa Island beginning on the Commencement Date. To the extent permitted by law, the County shall hold SRIA, and its board members, officers, agents, and employees harmless against any and all claims arising on or after the Commencement Date from the conduct, management, or performance of this Agreement, including without limitation, any and all claims arising from the conditions of this Agreement, or arising from any act of negligence of the County, or any of its agents, subcontractors, servants, employees, or licensees, arising from any accident, injury, or damage whatsoever caused to any person, firm, or corporation, and from and against all costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon; and in the event that any action or proceeding is brought against the SRIA by reason of such claim, the County, upon notice from the SRIA, shall defend the SRIA against such action or proceeding.

**4.2** The SRIA shall accept responsibility for any and all occurrences arising out of the SRIA public works and public safety departments and functions on Santa Rosa Island prior to the Commencement Date. To the extent permitted by law, the SRIA shall hold the County, and its officers, agents, and employees harmless against any and all claims arising prior to the Commencement Date from the conduct, management, or performance of this Agreement, including without limitation, any and all claims arising from the conditions of this Agreement, or arising from any act of negligence of the SRIA, or any of its agents, subcontractors, servants, employees, or licensees, arising from any accident, injury, or damage whatsoever caused to any person, firm, or corporation, and from and against all costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon; and in the event that any action or proceeding is brought against the County by reason of such claim, the SRIA, upon notice from the County, shall defend the County against such action or proceeding.

**4.3** Neither the County nor the SRIA shall waive, release, or otherwise forfeit any defense which the other party may have regarding claims arising out of or in connection with the provision of the SRIA public works and public safety departments and functions on Santa Rosa Island. The County and the SRIA shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law. This provision shall include any defenses that the County or SRIA may have regarding litigation, losses, and costs resulting from claims or litigation pending before the Commencement Date or arising thereafter from incidents which occurred prior to the Commencement Date.

## **Section 5. Miscellaneous Provisions.**

### **5.1 Liability.**

The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. SRIA agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which results in claims or suits against the SRIA and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the County or the SRIA and nothing herein shall be construed as consent by the County or the SRIA to be sued by third parties in any matter arising out of this Agreement.

### **5.2 Public Records.**

The parties acknowledge 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, as amended.

**5.3 Assignment.**

The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

**5.4 Headings.**

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**5.5 Survival.**

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**5.6 Interpretation.**

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. 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 provision hereof.

**5.7 Severability.**

The 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 this Agreement did not contain such invalid or unenforceable portion or provision.

**5.8 Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

**5.9 Notices.**

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by

the County Administrator, to the respective parties as follows:

County  
 County Administrator  
 Escambia County  
 Post Office Box 1591  
 Pensacola, FL 32521

SRIA  
 Chairperson  
 Santa Rosa Island Authority  
 PO Drawer 1208  
 Pensacola Beach, FL 32562

**5.10 Prior Agreements Superseded.**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**5.11 Governing Law.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**5.12 No Waiver.**

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**5.13 Termination and Amendment.**

This Agreement may be terminated or amended by mutual written agreement of both parties.

**5.14 Effective Date.**

This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court and Comptroller of Escambia County, Florida. The County shall be responsible for such filing.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized

Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

**Board of County Commissioners  
Escambia County, Florida**

BCC Approved 09-24-2015



Steven Barry, Chairman

Date Executed

9/29/2015

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

  
Deputy Clerk

This document approved as to form  
and legal sufficiency

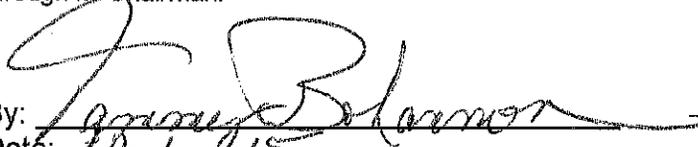
By Kristina Hual

Title ACA

Date 9/24/15

**SRIA:**

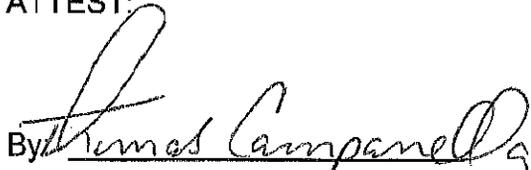
Santa Rosa Island Authority, a dependent special district  
created under the Laws of Florida, signing by and  
through its Chairman.



By:

Date: 10-1-15

ATTEST:

  
By: James Campanella

UPDATED 8/18/2015 SRIA

TRANSPORTATION INS CO

PL LEAGUE OF CITIES FMIT # 1281

GREAT AMERICAN INSURANCE COMPANY  
PROPERTY-ALL LOCATIONS

MAC0594449 (DANIELS COMMERCIAL INSURANCE, LLC)

ALL BELOW FOR COUNTY:

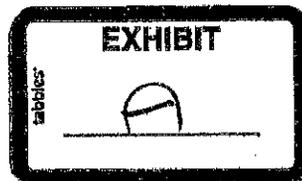
POLICY #

121108108001 (MCMAHON & HADDER)

LINE  
ITEM #

AMT/INS

1	2003 BARBER SURF RAKE		30,493
2	2005 GULF STREAM CAVALIER		8,250
3	TX528 WIDE TRACK UT LDR		20,808
4	2007 ARTIC CAT ATV	PS (Public Safety)	6,354
5	2007 BLDG PELICAN SWEEPER		110,858
6	LIFEGUARD TOWERS 4	PS	188,288
7	JOHN DEERE Z810 MOWER		5,600
8	JOHN DEERE Z810 MOWER		5,600
9	CHERRINGTON 4800		34,800
10	4320 JOHN DEERE UTILITY TRACTOR		20,604
11	2009 GATOR-NEW SAFETY		8,218
12	2009 GATOR-NEW SAFETY		8,218
13	2009 J D ROTARY CUTTER		2,800
14	1 LIFEGUARD TOWERS	PS	44,800
15	1 LIFEGUARD TOWERS	PS	44,800
16	400X JOHN DEERE LOADER		3,857
17	405 JOHN DEERE BACKHOE ATT		5,400
18	FRONTIER 1240 LOADER		629
19	JD UTILITY TRACTOR TRAILER 5093E		33,346
20	1 JOHN DEERE GATOR 4X4		3,100
21	SWEEPSTER BROOM		9,090
22	2010 RUSTLER 125 MK ATV		11,888
23	2010 ARTIC CAT ATV	PS	6,889
24	2010 ARTIC CAT ATV	PS	6,889
25	ABS PUMP SERIAL # 47822 PURCH 5/29/10		10,700
26	1 JOHN DEERE MOWER ZTRAK		7,500
27	1 JOHN DEERE MOWER ZTRAK		7,500
28	2011 JOHN DEERE TRACTOR		42,492
29	JOHN DEERE 3820, E060, S165	DUAL MD, JOY STICK	2,003
30	4600 BEACH COMBER		45,000
31	2011 ATV PROWLER 850XT	PS	10,749
32	5083E JOHN DEERE UTILITY TRACTOR		35,499
33	2011 NP PELICAN SWEEPER (ADDED TO SCHEDULED EQUIPMENT)		184,888
34	2012 ARCTIC CAT PROWLER		10,330
35	2012 ARCTIC CAT PROWLER		10,330
36	2012 JOHN DEERE TRACTOR		51,500
37	ENGRAVER WITH ACCESSORIES & TRANSFORMER (ADDED TO SCHEDULED EQUIPMENT)		38,434.00
38	45 RADIOS	PS	88,883
39	12 CHARGERS	PS	4,881
40	2012 LIFT STATION PUMP @ PARK EAST		2,337
41	2012 JD 323D TRACTOR, W/BUCKET AND PALLET FORKS		51,500
42	ICE MACHINE		2,337
43	PARK EAST LIFT STATION PUMPS		3,412
44	BUFFALO, KB-4, BLOWERS		6,180
45	CHERRINGTON GROMMER		820
46	GRAYCO STRIPING MACHINE		2,500
47	LOWE'S LANDSCAPE TRAILER		378
48	LOWE'S LANDSCAPE TRAILER		378
49	2011 JD GATOR HPX ATV		8,300
50	2011 JD GATOR HPX ATV		8,300
51	2011 JD GATOR HPX ATV		8,300
52	2011 JD GATOR HPX ATV		8,300
53	2013 JD, 9887M, NPP UTILITY VEHICLE		8,500
54	2013 JD, 9887M, NPP UTILITY VEHICLE		8,500
55	2013 JD, 9887M, NPP UTILITY VEHICLE		8,500
56	2013 JD, 9887M, NPP UTILITY VEHICLE		8,500
57	ARCTIC CAT 350, CR ATV	PS	4,700
58	ARCTIC CAT, PROWLER 700, ATV	PS	11,400
59	DUMP TRAILER		17,400
60	2014 JD 544KXDW, WHEEL LOADER WITH-VIS		148,750
61	2015 JD ATV		4,548



02 2016 JD ATV		0,540
03 2014 JD GATOR ATV		0,500
04 2014 JD GATOR ATV		0,500
05 2014 JD GATOR ATV		0,500
06 2014 JD GATOR ATV		0,500
07 2014 POLARIS ATV		5,250
08 2016 JD GATOR XUV 650		0,000
09 2015 ARCTIC CAT ATV	PS	5,000
70 LED Readerboard Sign	PS	27,500

## YELLOW ARE PUBLIC SAFETY VEHICLES

Vehicle Nu	Serial Num	City Numb	Year	Make	Model	Original Cost	Net
2	9025			2004 GMC	SIERRA	20000	
3	4673			2004 GMC	SIERRA	20000	
5	9754			2001 CROSLEY	UTILITY TRAILER	4000	
6	4680			2006 FORD	F-350 TRUCK	28000	
7	6945			2007 CHRYSLER	PT CRUISER	18000	
8	5154			2007 FORD	145 SS PICKUP	19000	
9	5153			2007 FORD	145 SS PICKUP	19000	
10	1229			2008 FORD	F-150 PICKUP	19000	
11	1228			2008 FORD	F-150 PICKUP	19000	
12	5709			2003 FORD	F-150 PICKUP	14000	
13	9065			2009 CHEVROLET	PICKUP / EQUIPMENT	22679	
14	1111			2009 FORD	F-150 PICKUP	22619	
15	441			1995 INTERNATIONAL	4700 BUCKET TRUCK	18000	
16	7483			2010 CHEVROLET	COLORADO	18850	
17	7683			2010 CHEVROLET	COLORADO	21000	
18	7425			2010 CHEVROLET	COLORADO	18850	
19	2558			2010 FORD	EXPLORER	18850	
20	7480			2010 CHEVROLET	COLORADO	18850	
21	7451			2010 CHEVROLET	COLORADO	21000	
22	6860			2011 FORD	F-150 PICKUP	24863	
23	6859			2011 FORD	F-150 PICKUP	24863	
24	7010			2010 CHEVROLET	COLORADO	18292	
25	8491			2012 FORD	F-150 PICKUP	24853	
26	8492			2012 FORD	F-150 PICKUP	24853	
27	65 #14			2012 JOHN DEERE	HPX ATV	7859	
28	60 #15			2012 JOHN DEERE	HPX ATV	7859	
29	2962 #16			2012 JOHN DEERE	HPX ATV	7859	
30	3815 #16			2012 JOHN DEERE	HPX ATV	7859	
31	2531D			2011 PELICAN	NP STREET SWEEPER	164888	
33	6076			2013 ROLLS RITE	DUMP TRAILER	7700	
34	2069			2013 TOYOTA	TACOMA SR5	24603	
35	2020			2013 TOYOTA	TACOMA SR5	24603	
36	424			2012 ACW	ATV 350	5175	
37	259			2012 JOHN DEERE	HPX ATV	9299	
38	276			2012 JOHN DEERE	HPX ATV	9299	
39	258			2012 JOHN DEERE	HPX ATV	9299	
40	287			2013 JOHN DEERE	HPX ATV	9299	
43	8501			2014 FORD	F150	17893	
44	8500			2014 FORD	F150	17893	
45	9812			2014 TOYOTA	TACOMA 4X4	24779	
46	9773			2014 TOYOTA	TACOMA 4X4	24779	
47	580			2015 FORD	EXPEDITION XL	29763	
48	7010			2011 CHEVROLET	COLORADO	18291	

## YELLOW ARE PUBLIC SAFETY VEHICLES

Class Code	Motorcycl	Motorcycl Coverage
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
68499	0	Comprehensive & Collision
21499	0	Comprehensive & Collision
7398	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
21499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
7398	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
31499	0	Comprehensive & Collision
67499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
9460	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
1499	0	Comprehensive & Collision
7398	0	Comprehensive & Collision

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: LOCAL BUSINESS PREFERENCE  
ADOPTED: 10-13-2014  
REVISED: 01-24-2024  
DEPT: ADMINISTRATION & LEASING

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**Purpose:**

The purpose of this policy is to provide local businesses, a preference in the procurement of goods and services encouraging local industry, employment opportunities, and the return of dollars spent on local businesses to the community.

**Policy:**

The SRIA will follow the policy and procedures set forth in Section 46-110 of the Escambia County Code of Ordinances. (Exhibit A)

## Sec. 46-110. - Local preference in bidding.

- (a) *Legislative intent.* The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the county's overall tax base.
- (b) *"Local business" defined.*

*Local business.* For purposes of this section, "local business" shall mean a business which meets all of the following criteria:

- (1) Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one year immediately prior to the issuance of the request for competitive bids by the county. The fixed office or distribution point must be staffed by at least one employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address;
  - (2) Holds any business license required by Escambia County or Santa Rosa County; and
  - (3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- (c) *Certification.* Any vendor claiming to be a local business as defined above shall so certify in writing to the office of purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."
- (d) *Preference in purchase of commodities and services by means of competitive bid.* Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

*Competitive bid (local price match option).* Each formal competitive bid solicitation (i.e., sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated community redevelopment area (CRA) is within seven percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within three percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
  - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
  - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
  - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
  - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.
- (h) *Penalties.*
  - (1) *Misrepresentation.* A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the county will lose the privilege to claim local preference status for a period of up to one year from the date of the award of the contract or upon completion of the contract whichever is greater. The county administrator, in his discretion, may also recommend that the firm be referred for suspension of eligibility to claim the privilege of local preference.
  - (2) *Failure to maintain local business preference qualifications.* Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.
  - (3) *Lack of good faith.* The contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the county determines that the contractor or firm did not act in good faith, all amounts paid to the contractor or firm under the county contract intended for expenditure with the local business shall be forfeited and recoverable by the

county. In addition, the contract may be rescinded and the county may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

(Ord. No. 2013-43, § 2, 9-16-2013; Ord. No. 2016-9, § 2, 1-21-2016)

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: MINIMUM ANNUAL LEASE FEE ESTABLISHMENT  
ADOPTED: 04-05-2006  
REVISED: 08-09-2006, 10-25-2023  
DEPT: ADMINISTRATION & LEASING/FINANCE

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**Purpose:**

To provide a consistent policy for establishing a new minimum annual lease fee for commercial leaseholders on Pensacola Beach in those instances approved by the Santa Rosa Island Authority (SRIA) Board.

**Policy:**

Each application of the Minimum Annual Lease Fee Establishment Policy must be approved by the SRIA Board. Application will be restricted to instances where it is legally permissible to revise the lease. Legal entry points into the lease include, but are not limited to:

1. Default extending beyond the cure period described in the lease resulting from a natural disaster.
  - A. The new minimum annual lease fee will be calculated based upon 45% of the average of the total lease fee payments paid to the SRIA under the lease for the three lease years of highest revenue after the business has reopened after the event causing such destruction or damage.
  - B. During the interim time between the reopening and the 4<sup>th</sup> year reopening anniversary, the old minimum lease fee will be in effect.
  - C. The new minimum annual lease fee will take effect on the 4<sup>th</sup> anniversary date of the reopening of the business, unless specified otherwise by the SRIA Board.
2. Default extending beyond the cure period and **not** resulting from a natural disaster.
  - A. The new minimum annual lease fee will be calculated based upon 45% of the average of the total lease fee payments paid to the SRIA under the lease for the three lease years of the highest revenue for which SRIA records exist.
  - B. The new minimum annual lease fee will take effect immediately upon approval, unless specified otherwise by the SRIA Board.

3. Request for a land use change, lease use change or special exception for increased hotel density (per SRIA Land Use Plan).
  - A. The new minimum annual lease fee will be calculated based upon 45% of the average of the total lease fee payments paid to the SRIA under the lease for the three lease years of the highest revenue for which SRIA records exist.
  - B. The new minimum annual lease fee will take effect immediately upon approval, unless specified otherwise by the SRIA Board.

**General Provisions:**

1. In no case will the new minimum annual lease fee be less than the minimum annual lease fee in existence at the time of the application of this policy (hereinafter called original annual lease fee)
2. The original annual lease fee and monthly percentage fee payments will be paid at the same time and in the same manner as prescribed in the terms of the master lease.
3. At the end of the lease year, if the total lease fee payments (original annual lease fee and monthly percentage fees) are not greater than or equal to the amount of the new minimum annual lease fee, the master leaseholder will be billed for the balance of the new minimum annual lease fee.
4. If the master leaseholder is closed for an extended period during which percentage fee payments are not generated, and the closure has been approved by the SRIA Board, the master leaseholder will be offered the option to pay the new minimum annual lease fee in quarterly increments to avert the requirement for a large lump-sum payment at the end of the lease year.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: MOBILE VENDOR SERVICES  
ADOPTED: 03-12-2008  
REVISED: 11-04-2020, 10-25-2023  
DEPT: ADMINISTRATION & LEASING

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**Purpose:**

To provide guidelines for the licensing and regulation of not more than two mobile vendor services in the parking lots of Fort Pickens Gate Park and not more than one mobile vendor service in the parking lot of Park East on Santa Rosa Island for the purpose of permitting the sale of food and beverages to the general public, which serves a public need and is not in itself a nuisance or detriment, without unreasonably interfering with the flow, recreation, enjoyment and privacy of pedestrians and vehicles otherwise in those parking lots.

This policy shall apply to the Mobile Vendor Services under the jurisdiction of the Santa Rosa Island Authority.

**Definitions:**

1. *Designated Parking Lots* – Fort Pickens Gate Park and Park East parking lots.
2. *Mobile Vendor Service* – A person, firm or corporation responsible for providing food and non-alcoholic beverages to the general public from mobile trailers at Designated Parking Lots either personally or directly through an agent or employee.
3. *Mobile Vendor Service License* – A license granted by the Santa Rosa Island Authority to a Mobile Vendor Service for sites in the Designated Parking Lots.
4. *Sites* – Established locations of a Mobile Vendor Service within the Designated Parking Lots as described in this policy.

**Policy:**

1. Not more than two Mobile Vendor Service Licenses shall be granted pursuant to this policy for the non-exclusive use of the Sites.
2. Applicants for the Mobile Vendor Service Licenses must complete and submit a proposal for a Mobile Vendor Service License pursuant to Request for Proposals issued by the Santa Rosa Island Authority, which will be considered by the Santa Rosa Island Authority in determining the issuance of the Mobile Vendor Services License. The Mobile Vendor Service License will be granted to a Mobile Vendor Service by the

Santa Rosa Island Authority based upon the proposal and such other terms and conditions, if any, negotiated by the Santa Rosa Island Authority.

3. The Mobile Vendor Services granted a Mobile Vendor Service License (“Licensee”) shall be limited to the use of the Sites in the Designated Parking Lots with dimensions of 15 ft. in width by 25 ft. in length. The Sites shall be located in designated parking spaces and may use only the maximum number of parking spaces necessary to reasonably accommodate the above dimensions without interfering with the use of surrounding parking spaces. Additionally, the Sites shall be appropriately located so as not to impede the flow of vehicular traffic in, through or out of the Designated Parking Lots and so as not to create an unsafe visual obstruction for vehicles and/or pedestrians.
4. The trailer utilized by the Licensee for the operation of the Mobile Vendor Service may not exceed 10,500 lbs. per Escambia County Ordinance Sec. 94-98.
5. Sites shall not be located in any handicap parking spaces and shall not interfere with the use of such designated handicap parking spaces, including but not limited to access lanes for the handicap parking spaces.
6. Sites shall not be located in any fire or emergency lane and shall not interfere with the use of such fire or emergency lanes.
7. Sites shall not be located in “no parking” zones and shall not interfere with the “no parking” zones.
8. Failure to comply with the terms of this policy will result in immediate revocation of the Mobile Vendor Service License. A written notice of revocation will be delivered to the Licensee. All the Licensee’s items and equipment, including but not limited to the trailer must be removed from the Sites within forty-eight (48) hours of the Licensee’s receipt of the notice of revocation.
9. Any Mobile Vendor Service License granted pursuant to this policy will be for a term of one year, unless sooner terminated pursuant to the terms of the License. The Licensee may request a renewal for an additional term of one year with at least sixty (60) days advanced notice prior to end of the Term of the License and such request shall not unreasonably be denied by the Licensor. The Mobile Vendor Service License may be revoked upon violation of any Santa Rosa Island Authority rule or regulation or other applicable federal, state or local laws, regulations or ordinances, including but not limited to policies and procedures relating to the issuance of the Mobile Services Vendor License. This Mobile Vendor Service License may not be assigned, or otherwise transferred, without the written consent of the Santa Rosa Island Authority.
10. The Licensee must maintain the Sites in a clean and safe condition at all times.

11. In the event of a storm or other impending disaster, all the Licensee's items and equipment, including but not limited to the trailer, must be removed within twelve (12) hours notification by the Santa Rosa Island Authority. The Licensee, in his/her and at all reasonable times, thereafter, must demonstrate, to the reasonable satisfaction of the Santa Rosa Island Authority that the Licensee is capable of removing and storing all the Licensee's items and equipment, including, but not limited to the trailer, within the time frame established by this policy.
12. All storage facilities for the Licensee's items and equipment, including but not limited to the trailer, must be approved by the Santa Rosa Island Authority's Development Services Department and if required, the Florida Department of Environmental Protection.
13. All the Licensee's items and equipment, including but not limited to the trailer, must be removed from the Sites at the expiration of the Mobile Services Vendor License.
14. Sale of alcoholic beverages at the Sites and/or by the Licensee is prohibited.
15. All non-alcoholic drink items must be prepackaged. Glass bottles are prohibited by Escambia County Ordinance Sec. 102-65. The method of storage and transportation of all drink items must be approved by the Santa Rosa Island Authority prior to use.
16. The Licensee must provide a certificate of insurance complying with the Santa Rosa Island Authority policy regarding insurance of license holders. All personal property of the Licensee, including but not limited to the trailer, which may be on the Sites during the term of the Mobile Vendor Service License shall be there at the sole risk of the Licensee, or those claiming under the Licensee, and the Santa Rosa Island Authority shall not be liable to the Licensee, or any other persons, for property in or upon the Sites. Furthermore, the Santa Rosa Island Authority shall not be liable to the Licensee or to the Licensee's employees, patrons, licensees, permittees, visitors, successors or assigns, for any damage to property or injury to person caused by any act of negligence of the Licensee or the Licensee's employees, patrons, licensees, permittees, or visitors, occurring on the Sites, or relating to the Licensee's operations on the Sites. The Licensee accepts the Sites as wholly suitable for the purpose for which the Sites are licensed and agrees to hold the Santa Rosa Island Authority harmless from any claims based on the condition or suitability of the Sites. The Licensee further agrees to defend, indemnify and save harmless the Santa Rosa Island Authority from any and all claims, demands, suits, judgments, costs, liabilities, or expenses on account of any loss or injury occurring on the Sites, or relating to the Licensee's operations on the Sites, unless the claim is for injuries or damages caused solely by the negligence of the Santa Rosa Island Authority.
17. Other requirements and conditions may be imposed if deemed to be in the interest of public safety as determined by the Santa Rosa Island Authority.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE:        MOTORIZED WATERCRAFT CONCESSIONS ON THE GULF OF  
              MEXICO  
ADOPTED: 04-15-1998  
REVISED:  10-25-2023  
DEPT:        ADMINISTRATION & LEASING

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**Purpose:**

The purpose of this policy is to prohibit the establishment of motorized watercraft concessions, including, but not limited to, rentals or charters on those properties on the Gulf of Mexico on the portion of Santa Rosa Island under the jurisdiction of the Santa Rosa Island Authority.

**Policy:**

Motorized watercraft concessions include those concessions renting or chartering jet boats, motorboats, or personal watercraft for use by the citizens of and visitors to that portion of Santa Rosa Island under the jurisdiction of the Santa Rosa Island Authority.

Prohibition of motorized watercraft concessions on those properties on the Gulf of Mexico on the portion of Santa Rosa Island under the jurisdiction of the Santa Rosa Island Authority is in the best interest of the health, safety and welfare of the citizens and visitors on Santa Rosa Island who are entitled to the safe enjoyment of the waters on the Gulf of Mexico.

This policy applies only to the approval of motorized watercraft concessions by the Santa Rosa Island Authority and does not apply to the use of privately owned motorized watercraft, which are governed by Escambia County Ordinance Sec. 74-61.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: NON-ENFORCEMENT OF HOA COVENANTS AND RESTRICTIONS  
ADOPTED: 10-10-1979  
REVISED: 10-25-2023  
DEPT: ADMINISTRATION & LEASING

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**Purpose:**

The purpose of this policy is to establish the Santa Rosa Island Authority's position relating to homeowners' associations.

**Policy:**

The Santa Rosa Island Authority is not party to the covenants and restrictions applicable to the various subdivisions and developments on Pensacola Beach. The Authority does not assume any obligation to enforce the covenants and restrictions unless the violation constitutes a breach of the Authority's General Covenants and Restrictions, the terms of the lease agreement, or other regulations/policies adopted by the Authority.

In developments/subdivisions having active homeowners' associations, the Authority will require provision of letters of comment from the association prior to taking action on a development request. Association representatives may also appear at board and committee meetings at which items are being considered to represent the position of the subdivision or development.

If SRIA staff is unable to obtain a letter of comment from the association's manager within a reasonable time, (14 business days), and the request meets the minimum requirements of the lease and the Land Development Code, and does not contravene with any other local, state or federal regulations, SRIA staff will have the option to process the application without the association's comments. This action will be noted on the approval documents from SRIA.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: NON-OPERATIONAL HOTEL INTERRUPTION FEE  
ADOPTED: 10-10-2007  
REVISED: 10-25-2023  
DEPT: ADMINISTRATION & LEASING

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**Purpose:**

The purpose of this policy is to establish a fee to be applied to existing hotels\* in the event the owner(s) tear down a functional/operational hotel to build a new hotel. If a functional/operational hotel is torn down, the Santa Rosa Island Authority will lose the revenue source/fees generated by the hotel. The revenue is used for Island Authority operations, and the loss would cause a burden to those operations. The following policy will be used to compute the fees required by a hotel during the interruption of business. The policy also provides an explanation of the credit the hotels will receive once they become operational.

**Policy:**

The owner/developer of the hotel to be torn down agrees to pay an amount per year that is equal to the highest annual year fees paid to the Santa Rosa Island Authority within the past five years of business.

The Santa Rosa Island Authority agrees to provide a credit for the annual amounts paid by the hotel per year and an additional lease fee relief of three percent per year. The credits will be provided during the first two years the new hotel is operational and will be paid in two equal installments on the annual anniversary date of the lease.

\* the term hotel includes, but is not limited to establishments named as lodge, motel, inn, suite and other titles used in the hospitality industry to identify such establishments.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: PROCEDURE FOR DEVELOPMENT/LEASE/LAND USE CHANGES  
ADOPTED: 10-30-1996  
REVISED: 08-13-2008; 02-28-2024  
DEPT: ADMINISTRATION & LEASING/DEVELOPMENT & ENVIRONMENTAL

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**Purpose:**

The purpose of this policy is to provide clear procedure for development, lease, and land use changes.

**Policy:**

Any development, lease, or land use change will require a formal written request be provided by the leaseholder to the SRIA. Staff will review the request and determine the appropriate process for the applicant. SRIA staff will provide the required application and instructions to the applicant.

**Quasi-judicial hearings:**

The following requests shall require the SRIA Board to hold a Quasi-Judicial Hearing to review and establish records of evidence in support of the Escambia County Land Development Code (“LDC”) criteria.

- A. **Variance.** Grant, grant with conditions, or deny applications for substantial hardship variance to the strict site-specific application eligible LDC development standards.
- B. **Conditional Uses.** Grant, grant with conditions, or deny applications for conditional uses as identified within applicable zoning or other LDC provisions.
- C. **Zoning Map Amendments.** Make recommendations to the BCC regarding approval of requested zoning map amendments (rezoning), particularly as to consistency with the comprehensive plan and LDC.
- D. Any other request as deemed necessary by the SRIA Executive Director in consultation with the SRIA attorney.

The SRIA will follow the procedures set forth in the LDC for quasi-judicial proceedings, including the notification requirements set forth in section 2-6.2 of the LDC.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: PUBLIC RECORDS REQUEST FEE SCHEDULE  
ADOPTED: 04-14-2010  
REVISED: 10-25-2023  
DEPT: ADMINISTRATION & LEASING

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**Purpose:**

The purpose of this policy is to establish a written fee schedule for public records requests:

**Policy:**

In accordance with Florida Statutes Chapter 119, should the nature or volume of public records requested require extensive use of information technology resources or extensive clerical or supervisory assistance, a deposit may be required before staff will commence efforts to fulfill the request. Payment is required from the person or agency requesting the records at the time of service.

Fees will be as follows:

- |  |                  |
|--|------------------|
| 1. One-sided black & white copy, 8 1/2 x 14 or smaller | \$.15 per page   |
| 2. Two-sided black & white copy, 8 1/2 x 14 or smaller | \$.20 per page   |
| 3. One-sided black & white 11 x 17                     | \$.20 per page   |
| 4. Two-sided black & white 11 x 17                     | \$.30 per page   |
| 5. Color copy, 8 1/2 x 14 or smaller                   | \$.50 per page   |
| 6. Color copy, 11 x 17                                 | \$.65 per page   |
| 7. USB   | Cost of material |

Labor: Labor cost shall be based on the hourly wage and benefits of the lowest paid employee within the department having knowledge and expertise to perform the task if the nature and volume of public records requested to be inspected or copied requires more than fifteen (15) minutes of information technology resources and/or clerical or supervisory assistance personnel of Santa Rosa Island Authority.

Postage:

Actual Cost

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## SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: READER BOARD/ELECTRONIC SIGN USAGE  
ADOPTED: 06-14-2000  
REVISED: 06-24-2009, 10-25-2023  
DEPT: ADMINISTRATION & LEASING

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### **Purpose:**

The primary purpose of the Reader Board/ Electronic Sign is to promote public safety. The community sign is designed to provide a means of informing the residents and visitors to Pensacola Beach of important civic and community events and activities that will occur on Pensacola Beach. The sign will also provide a method for public service communication from the SRIA.

### **Policy:**

#### 1. Eligible Users

- A. The community sign may be used by appropriate groups that sponsor public events at Pensacola Beach.
- B. The SRIA reserves the right to designate certain Pensacola Beach based civic and community groups to have priority over other users if demand for sign space so dictates.
- C. The SRIA may, at its own initiative, use the reader board to provide a short welcome message to new businesses on Pensacola Beach, which will be publicized for 24 hours after the business opens.

#### 2. Eligible Messages

- A. Messages to be displayed must be related to an event or activity that will occur on Pensacola Beach. Public service announcements related to safety or public education may be permitted, as well.
- B. The SRIA reserves the right to decline or change messages as it deems appropriate. Users will be notified whenever possible when a message is changed or deleted.
- C. Normally, messages will be displayed for seven (7) days or less and will be changed when required by scheduling needs.

#### 3. Requests for Reader Board/Electronic Sign Space

- A. Requests for display of messages on the community sign will be considered on a first come, first served basis. The SRIA reserves the right, however, to give priority to one message over another in the public interest. In such cases the SRIA will inform those parties affected whenever possible.
- B. Message requests must be written and received at the SRIA office by Thursday, 4:00 pm prior to the desired date of display the following week.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: REIMBURSEMENT OF SRIA FEES FOR CHARITABLE ORGANIZATIONS

ADOPTED: 07-09-2008

REVISED: 10-25-2023

DEPT: ADMINISTRATION & LEASING/FINANCE

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**Purpose:**

The purpose of this policy is to allow a nonprofit charitable organization to recover the costs of the SRIA fees paid for food and beverages for their fund-raising event.

**Policy:**

The SRIA is to use its own revenue sources after all bond covenants for the year have been satisfied, to make contributions to the Not-for-Profit in the amount equal to the SRIA fees charged for food and beverages to the Not-for-Profit. This policy does not entitle anyone with a consumer's certificate of exemption to be eligible for reimbursement of SRIA fees. Only those nonprofit charitable organizations holding a fund-raising event are entitled to the reimbursement of SRIA fees charged for food and beverages. This reimbursement must have prior approval from the Executive Director of the SRIA and the reimbursement must not impose a financial hardship on the SRIA.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: REPORTING OF COMMERCIAL RENTAL INCOME  
ADOPTED: 02-10-1999  
REVISED: 10-25-2023  
DEPT: ADMINISTRATION & LEASING/FINANCE

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**Purpose:**

The purpose of this policy is to provide clear instructions to commercial leaseholders that any income received by them as rent, percentage payments, lease fees, etc. from the rental of their commercial leasehold property is subject to SRIA lease fees and must be reported as gross revenue on the SRIA monthly report form, as required by the terms of their lease.

**Policy:**

1. Written notification will be sent to all commercial leaseholders advising that income received by the leaseholder from any source, including rental income from tenants or sublessees, is subject to the terms and conditions contained within their lease agreement with the SRIA, and is subject to payment of SRIA fees.
2. The SRIA monthly report form includes a column identified for collection of fees or income from sublessees or tenants.
3. Such income from sublessees or tenants is subject to a 5% SRIA fee and payment of the appropriate State of Florida Sales Tax on that percentage fee.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: REPORTING OF PASS-THROUGH ITEMS  
ADOPTED: 02-10-1999  
REVISED: 10-25-2023  
DEPT: ADMINISTRATION & LEASING/FINANCE

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**Purpose:**

The purpose of this policy is to identify sources of revenue collected by commercial leaseholders and paid for by customers or clients solely to reimburse the commercial leaseholder for charges by a third party for a service received on behalf of the customer or client. Identification of such revenue transactions is necessary to determine whether percentage fee payments should be assessed to commercial leaseholders acting solely as a conduit to facilitate access to services not available on the leased property.

**Policy:**

1. If a commercial leaseholder enters into a transaction on behalf of its customer or client and receives a payment that is directly and entirely paid to a third party, without any compensation to the commercial leaseholder, that transaction is not subject to payment of SRIA fees.

Example #1- Hotel makes golfing arrangements for a customer and pays the golf club for the customer's golfing fees, passing the cost to the customer without additional costs. This revenue should be reported as a pass-through fee, but no percentage fees should be charged as the commercial leaseholder does not receive income as a result of the transaction.

2. If a commercial leaseholder enters into a transaction on behalf of its customer or client and receives income for that transaction in the form of a service fee, charge, or commission paid by the customer or the third-party client to the commercial leaseholder for the transaction, then the service fee, charge or commission must be reported and is subject to payment of the appropriate percentage fee. As noted, the actual cost of the transaction is exempt if the income was paid directly and entirely to a third party by the commercial leaseholder on behalf of its customer or client.

Example #2- Hotel charges a service fee, charge or commission for streaming movies to a hotel room (e.g. \$0.99 per movie). The service fee, charge or commission assessed to the customer for the streaming service will be subject to reporting and assessment of the appropriate SRIA fees.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: REPORTING OF SRIA FEES  
ADOPTED: 02-10-1999  
REVISED: 10-25-2023  
DEPT: ADMINISTRATION & LEASING/FINANCE

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**Purpose:**

The purpose of this policy is to provide notice to all commercial leaseholders that separate assessment of the required percentage fees to their customers/clients/tenants in the form of a "SRIA Fee" is considered gross revenue and must be reported to the Santa Rosa Island Authority as income upon which a percentage fee, as specified by the lease, is due.

**Policy:**

This policy requires separate reporting and payment of percentage fees on the "SRIA Fees" when such fee is separately assessed and collected from the customer by the leaseholder. If "SRIA Fees" collected from the customer are reported by category (i.e., beer and wine, liquor, food), then the percentage rental due on the fee income will be the percentage established by the lease for each category. If the collected fees are not broken down by category, then the 5% rate will apply.

Commercial leaseholders shall notice their customers/clients/tenants by means of a sign, brochure, or other adequate notification that the separate assessment marked as a "SRIA Fee" is the operating fee that the commercial leaseholder owes the Santa Rosa Island Authority as a condition of their lease agreement. In no case shall the "SRIA Fee" advertised and charged exceed the actual percentage fee amounts due the Santa Rosa Island Authority or be misrepresented as a "tax".

Inclusion of the "SRIA Fee" on the monthly report forms and subsequent payment of percentage fees on this income shall begin immediately upon adoption of this policy.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: RESIDENTIAL LEASES AND AMENDMENTS  
ADOPTED: 04-04-2001  
REVISED: 11-15-2023, 03-27-2024  
DEPT: ADMINISTRATION & LEASING

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**Purpose:**

The purpose of this policy is to facilitate the standardization of residential leases and amendments.

**Policy:**

1. Residential leases will utilize one of the following templates:

- A. Single-Family Residential Lease (Exhibit A)
- B. Amended and Restated Single-Family Residential Lease (Exhibit B)

Instances where Exhibit A would be utilized are rare and would occur only when an existing leaseholder chooses not to renew or if a leaseholder simply abandons the leasehold property. A new lease would then be executed with a new lessee. Exhibit B is for renewals that are currently negotiable or when a leaseholder initiates a request that would open the lease such as a development change.

The template language will also be utilized, when applicable, for new leases or amended and restated multi-family (condominium) leases.

2. Residential lease amendments for renewing the term of the lease where the renewal is for 99-years on like terms and conditions, with the option for further 99-year renewals, will utilize the following template:

- A. Amendment to Single-Family Residential Lease (Exhibit C)

3. Residential lease amendments for construction will utilize one of the following:

- A. Amendment to Single-Family Residential Lease Addressing Construction Below the Base Flood Elevation (Non-Conversion Agreement) (Exhibit D)
- B. Amendment to Single-Family Residential Lease for Substantial Improvements (Non-Conversion Agreement) (Exhibit E)
- C. Pier Amendment to Lease (Exhibit F)

4. To determine the new annual lease fee for existing residential leases when an Amended and Restated Lease is being executed or when the lease fee is negotiable upon renewal, one of two methods, whichever is greater, will apply.
  - A. Utilizing the US Bureau of Labor Statistics CPI Inflation calculator, the lease fee and corresponding month/year stated in original and/or prevailing lease will be inserted into the calculator and adjusted to its current equivalence; or
  - B. The new lease fee will be established as the average annual rental of single-family residential leases at the time of said renewal or in the case of new leases.

## **SINGLE-FAMILY RESIDENTIAL LEASE**

**THIS SINGLE-FAMILY RESIDENTIAL LEASE**, hereafter called the "Lease," between **SANTA ROSA ISLAND AUTHORITY**, hereafter called the "Authority," and \_\_\_\_\_ hereafter called the "Lessee," is effective as of the date of execution by all parties. This Single-Family Residential Lease supersedes any prior leases covering the leasehold property more thoroughly described as:

### **Insert Legal Description**

(hereinafter the "Demised Premises").

NOW, THEREFORE, the parties hereto agree as follows:

#### **1. TERM**

The initial term of this Lease shall begin on \_\_\_\_\_ and extend for a period of ninety-nine (99) years, ending on \_\_\_\_\_.

#### **2. RENT**

Lessee covenants and agrees to pay, and the Authority hereby reserves, an annual rental of \$\_\_\_\_\_ payable annually in advance.

This annual rental is subject to adjustment on a five (5) year basis to reflect changes in the cost of living, if any, in accordance with the Consumer Price Index ("CPI" is hereby defined as all "urban consumers, "1982-1984, equaling 100, as published by the Bureau of Labor Statistics and presently reported in the "News," United States Department of Labor Monthly report, or any other United States government established cost of living index) such adjustments to be made every five (5) years. It is intended that the annual rental payable hereunder will be increased or decreased in proportion to the changes reflected in such index over the figures reflected on the date of this Lease or on the date of the last prior adjustment. But in no case shall the annual rental be less than \$\_\_\_\_\_.

#### **3. USE OF PROPERTY**

The Demised Premises is leased to Lessee as residential property for the purpose of constructing and maintaining a beach home, seasonal or permanent as a single-family residence thereon. Lessee covenants and agrees, at his own cost and expense, to erect and maintain a single-family dwelling on said Demised Premises according to and in conformity with plans to be approved by the Authority.

#### **4. TITLE TO IMPROVEMENTS**

Title to any building or improvements of a permanent character (the "Improvements") that shall be erected or placed upon the Demised Premises by the Lessee shall forthwith become a part of the Demised Premises and vest in Escambia County, Florida, subject, however, to each and every provision of this Lease. Lessee acknowledges that it shall have no right to remove such improvements from the Demised Premises.

## **5. DESTRUCTION OF PREMISES**

In the event of damage to or destruction of any Improvements herein required to be constructed on the Demised Premises by fire, windstorm, water of any other cause whatsoever, Lessee shall at its own cost, within six (6) months' time, (the "Repair Period"), repair or rebuild such Improvements so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction. The Authority shall have the option of extending the Repair Period, based upon good faith effort of the Lessee to do the necessary work. Failure to do so shall constitute a breach of this lease. Subject to priority in favor of any mortgagee under a mortgage clause, all insurance proceeds for loss or damage to any improvements on the Demised Premises shall upon request be payable to the Authority and Lessee jointly to assure the repair or replacement of such Improvements and/or leveling Improvements and cleaning of the Demised Premises. The Authority shall have a lien on all such insurance proceeds, regardless of whether it is named in the insurance policy, subordinate only to the claim of any mortgagee under a mortgage clause to enforce the intent of the foregoing provision. If Lessee elects not to repair or replace such Improvements and to abandon this Lease, the Authority may, if it consents to the termination of this Lease, retain as compensation for the cost of restoring the Demised Premises to a tenantable condition and for accepting termination of this Lease, an amount from the insurance proceeds above any amount due to any mortgagee sufficient to level Improvements and clear the Demised Premises.

In the event of damage to or destruction of the Improvements at a time when (i) any federal agency, (ii) Federal National Mortgage Association or (iii) Government National Mortgage Association or their respective successors or assigns (each a "Special Entity") has an interest in the leasehold estate (a "Leasehold Interest") by reason of (a) insuring or guaranteeing a loan thereon, (b) having purchased a loan secured by such leasehold estate, (c) having acquired title pursuant to a mortgage foreclosure or delivery of deed in lieu of foreclosure or (d) otherwise, then, in that event, the leasehold estate shall not be forfeited or terminated by reason of a failure to repair or rebuild said Improvements within a period of sixty (60) days following the expiration of the Repair Period or at any time while a foreclosure action is pending; provided, however, that upon transfer of title of said parcel to another party, the provisions of the above paragraph shall again become applicable and such party shall be required to repair or rebuild as the case may require, within the Repair Period.

Lessee also agrees to maintain adequate fire and casualty insurance for all such damage or destruction in an amount and with a company acceptable to the Authority. The Authority shall be named as additional insured on all policies. Proof of insurance must be provided to the Authority upon request.

## 6. INDEMNITY

All property of every kind which may be on the Demised Premises during the term of this Lease shall be at the sole risk of Lessee, or those claiming under Lessee, and the Authority shall not be liable to Lessee, or any other person for the property in or upon the Demised Premises. Lessee hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage. Furthermore, the Authority shall not be liable to Lessee or to Lessee's licensees, permittees, visitors, successors or assigns, for any damage to property or injury to person caused by the act of negligence of any other user of Lessee's facilities. Lessee accepts the Demised Premises as wholly suitable for the purpose for which it is leased and agrees to hold the Authority harmless from all claims for any such damage.

Additionally, Lessee hereby agrees to indemnify and save harmless the Authority for and from any and all claims, demands, suits, judgements, costs, liabilities or expenses on account of any loss or injury occurring on the Demised Premises, and if suit is brought against the Authority upon any claim pursuant to this paragraph. Lessee will, upon notice of such suit, assume the defense of the suit at lessee's expense.

Lessee also agrees to maintain adequate liability insurance for all such claims and liability in an amount and with a company acceptable to the Authority. The Authority shall be named as an additional insured on all policies. Proof of such insurance must be provided to the Authority upon request.

## 7. APPLICATION OF COVENANTS AND RESTRICTIONS AND COMPLIANCE WITH LAWS

This Lease and the Demised Premises are expressly subject to and bound by the Covenants and Restrictions applicable to property on said Island, dated February 10, 1949, and recorded in Deed Book 294 Page 303 of the public records of said County; and the said Covenants and Restrictions are made a part hereof, as if fully set forth herein. Furthermore, this Lease and the Demised Premises shall always be subject to applicable laws, regulations, covenants, restrictions, and building codes adopted from time to time by the Authority any other governmental agency having authority over the Demised Premises, provided that none of the provisions herein benefitting a Special Entity may be modified, amended or affected without the consent of any Special Entity having a Leasehold Interest.

Lessee agrees to comply with all laws, ordinances, rules, and regulations now in effect or hereafter enacted by any governmental body having jurisdiction over the Demised Premises, including but not limited to those necessary for the protection of the environment or the ecology of Santa Rosa Island, and Lessee shall not make or allow to be made any unlawful, improper or offensive use of the Demised Premises. Lessee shall also keep and maintain the Demised Premises in a clean, attractive, and safe condition.

Lessee further covenants and agrees as follows:

- (a) Not to use or occupy the Demised Premises for any purpose or business other than other than herein specified, nor permit the same, without the prior written consent of the Authority.
- (b) Not to knowingly permit or suffer any nuisances or illegal operations or course of conduct of any kind on the Demised Premises.

The Authority further covenants and agrees that if the Lessee shall pay the assessment as herein provided and shall keep, observe and perform all of the other covenants of this Lease to be kept, observed and performed by the Lessee, the Lessee shall peaceably and quietly have, hold and enjoy the said Demised Premises for the term aforesaid.

### **8. UTILITIES**

Lessee shall pay for all its requirements for utilities, including but not limited to gas, steam, water, electricity, and sewer charges. Lessee further agrees to use exclusively, if provided, such public utilities and public services relating to health and sanitation as may from time to time be made available by the Authority, or by other pursuant to agreements, licenses or permits with the Authority. Nothing in this paragraph shall obligate the Authority to provide any service. The reasonableness of rates fixed by the Authority shall always be subject to judicial review.

### **9. REPAIRS AND MAINTENANCE**

Lessee shall, at its own cost and expense, repair, replace and maintain the Demised Premises in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the Demised Premises.

### **10. ASSIGNMENTS AND TRANSFERS**

Lessee may sell, assign, sublet or mortgage this Lease, without the prior written approval of the Authority. Lessee may not sell, assign or sublet this Lease in part without the prior written approval of the Authority. So long as a mortgagee has notified the Authority of its address, notice of any default by the Lessee will be sent to the mortgagee at said address at the same time notice of default is sent to the Lessee, and this Lease may not be terminated for such default until thirty (30) days after such notice, during which period either the mortgagor or mortgagee may remedy the default.

Each and all of the provisions, agreements, covenants and conditions of this Lease shall extend to and shall bind and be obligatory upon, or ensure to the benefit of the successors, sublessees, underlessees and assigns of the parties.

### **11. TAXES AND ASSESSMENTS**

Lessee shall pay and discharge all existing and future taxes, sales taxes, use taxes, assessments, duties, impositions, and burdens assessed, charged, or imposed upon the Demised Premises.

## 12. LESSOR'S ACCESS

The Authority and the Authority's agent shall at all reasonable times have access to the Demised Premises for the purpose of inspecting and determining whether Lessee has complied with its obligations pursuant to this Lease.

## 13. ENFORCEMENT OF LEASE; FORFEITURE; DEFAULT; REMEDIES; NONWAIVER; ATTORNEY'S FEE

The Authority may enforce the performance of this Lease in any manner provided by law. The following actions or failures on the part of the Lessee shall constitute a default under the terms of this Lease.

- (1) If Lessee shall desert or vacate the Demised Premises;
- (2) If default shall be made by the Lessee in the payment of rent as specified in this Lease;
- (3) If Lessee fails to properly develop the Demised Premises in the manner and within the time frame specified;
- (4) If default shall be made by the Lessee in the performance of any of the terms or conditions of this Lease that Lessee is to perform;
- (5) If Lessee shall fail to comply with any of the statutes, ordinances, rules or regulations of any governmental body governing or regulation the Lessee's property;
- (6) The Authority may immediately terminate and cancel Lease if the Lessee shall become insolvent or bankrupt or shall make an assignment for the benefit or creditors, provided, however, so long as any Special Entity has a Leasehold Interest and has furnished the Authority and address where notice to it may be sent then, in that event, the Authority may not terminate this Lease for violation of this subparagraph without the consent of said Special Entity.

In case any portion of the rental, assessments or debts attributable to the use and occupancy of the Demised Premises remains unpaid for the space of thirty (30) days after the time it shall become due under the terms hereof and shall continue on such nonpayment and default after thirty (30) days' notice in writing from the Authority (the "Initial Notice Period"), then, the Authority may declare the Lease terminated and may take possession of the Demised Premises and all the Improvements thereon and this Lease shall be at an end in the same manner and with the same effect as if the original term of the Lease had expired without any option or right to renew the same, provided, however, if any Special Entity has notified the Authority that it has a Leasehold Interest and has furnished the Authority an address where notice to it may be sent, then in that event, the Authority may not terminate said Lease until it has given said Special Entity thirty (30) days' notice of the default in rental payments, which notice to the Special Entity shall not be given until the Initial Notice Period has expired with Lessee having failed to cure such default during such Initial Notice Period.

In case there shall be any default, other than a rental payment default, in the performance of any of the covenants, conditions, terms and provisions of this Lease, and said default shall continue unabated for more than thirty (30) days after the Authority has mailed notice

of said default to the lender, then, subject to the notice provisions in regard to mortgagees, the Authority may declare this Lease terminated and may take possession of the Demised Premises and all improvements thereon and this Lease shall be at end in the same manner and with the same effect as if the original term of the Lease had expired without any option or right to renew the same, provided, however, that in cases where any Special Entity has notified the Authority that it has a Leasehold Interest and has furnished the Authority an address where notice to them may be sent, then, in that event, the Authority may not terminate said Lease until it has provided one hundred twenty (120) days' notice in writing to the Special Entity during which time the Special Entity may cure said default or may file suit to foreclose the mortgage encumbering the Demised Premises and further, in the event suit is filed to foreclose the mortgage on the Demised Premises, the Authority shall not terminate said Lease during the pendency of said foreclosure proceeding, and for a period of sixty (60) days after the Special Entity shall have obtained title pursuant to said proceeding, during all of which time the Special Entity may cure said default.

In the event full payment of all rentals due shall not be made to the Authority within seven (7) days after the date on which such payment becomes due, there shall be a late payment charge of ten percent (10%) of the amount due, provided, however, the later charge payable between the 8<sup>th</sup> and 30<sup>th</sup> day after the date said rental payment becomes due shall be a minimum of twenty-five dollars (\$25.00) or ten percent (10%) of the amount due, whichever is greater; and the late charge payable after thirty (30) days from the date payment becomes due shall be a minimum of one hundred dollars (\$100.00) or ten percent (10%) of the amount due, whichever is greater. All monies due shall bear interest at the rate of one-and-one-half percent (1 ½%) per month from their due-date.

If the Authority retains attorneys to assist it in the collection of any sums due hereunder which are not paid on the date due, to enforce any of the provisions of this Lease or to seek its termination, Lessee shall pay reasonable attorney's fees whether or not suit is necessary, and if proceedings are begun or had to collect any sums falling due hereunder to enforce any provisions hereof or to terminate this Lease. Lessee shall pay all costs, expenses and charges incurred in said proceedings, including costs and attorney's fees incurred on any appeals.

It is expressly agreed and understood that this section is a material part of this Lease and that the Authority entered into this Lease and agreed to the terms and conditions set forth herein, in reliance on its rights set forth in this section.

#### **14. WAIVERS**

The failure of the Authority to insist, in any one or more instances, on the strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver, or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by the Authority of rent, with knowledge of the breach of any term or condition hereof; shall not be deemed a waiver of the breach and no waiver by the Authority of any provision

hereof shall be deemed to have been made unless expressed in writing and signed by the Authority.

Failure on the part of the Authority to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall never be deemed to be a waiver by the Authority of any of its rights under this lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by the Authority to or of any action by Lessee requiring the Authority's consent to approval shall not be deemed to waive or render unnecessary the Authority's consent or approval to or of any subsequent similar act by Lessee.

### **15. LEASEHOLD MORTGAGES**

Lessee is hereby expressly authorized and permitted to mortgage or otherwise encumber the leasehold estate created by this Lease, in whole or in part, under one or more leasehold mortgages, deeds of trust, deed to secure debt or other security instrument by which such leasehold estate is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligations (each, a "Leasehold Mortgage"), and to refinance and/or increase, from time to time such Leasehold Mortgage. Each holder of a Leasehold Mortgage. Each holder of a Leasehold Mortgage (each, a "Leasehold Mortgagee") may, but shall not be required to, perform on Lessee's behalf any of Lessee's obligations hereunder and performance by a Leasehold Mortgagee shall be deemed to be performance by Lessee insofar as the Authority and Escambia County, Florida are concerned. In addition, each right and privilege of Lessee under this Lease shall inure to the benefit of each Leasehold Mortgagee.

### **16. ESTOPPEL CERTIFICATES**

The Authority shall, without charge, at any time, within ten (10) days of request by Lessee or a Leasehold Mortgagee, execute, acknowledge, and deliver an estoppel certificate to such party requesting the same. A complete and accurate copy of this Lease, with all modifications and supplements, shall be attached to the certificate. The Authority shall certify: (i) that the copy of the Lease attached to the certificate is complete and accurate, with all modifications and supplements (or, if it be unmodified, the certificate shall so state); (ii) that the Lease is valid and in full force and effect in accordance with its terms; (iii) that the Lessee is not in default under the Lease and that no notice of default or notice of intent to terminate the Lease has been served on Lessee; (iv) that there is no claim, defense or offset against Lessee; (v) the commencement and termination dates of the Lease; (vi) the current addresses to which notices to be sent to the Authority and/or Escambia County, Florida pursuant to the Lease should be sent; and (vii) such other matters as the requesting party may reasonably request. If the Lessee is in default, the party certifying the estoppel certificate shall specifically state the nature of such default and list the steps necessary to cure the same.

## **17. AMENDMENT**

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by both parties and consented to by any Special Entity having a Leasehold Interest.

## **18. END OF TERM**

Upon the expiration or sooner termination of this Lease, Lessee shall be allowed a period of fifteen (15) days in which to remove all personal property, and Lessee shall surrender possession of the Demised Premises in as good state and condition as reasonable use and wear will permit.

## **19. RENEWALS**

In the event Lessee shall fully perform all the terms, provisions and conditions on his or her part to be performed for the full term of this Lease, Lessee shall have the right and privilege, at his or her election, to renew this Lease for a further term of ninety-nine (99) years by giving the Authority written notice of such election to renew not later than six months prior to the expiration of the lease. Such renewal shall be on like covenants, provisions and conditions as are in this lease, including an option for further renewals.

## **20. PARAGRAPH HEADINGS**

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in construction or interpretation of this Lease or any of its provisions.

## **21. NOTICES**

All notices, requests or demands to or upon the parties to this Lease or to any Special Entity having a Leasehold Interest shall be in writing and shall be given by certified U.S. mail, return receipt requested, postage prepaid, to the address or addresses designated by each party hereto to the other or by any lender and/or Special Entity (or their respective agents) to the Authority and shall be deemed to have been received on the date of actual receipt by the addressee. In the event Lessee fails to provide the Authority with such an address then the notice address for such Lessee shall be the address of the Demised Premises.

## **22. ENTIRE AGREEMENT**

Except as provided below, this instrument constitutes the entire agreement between the Authority and Lessee on the subject of this Lease, and any prior or contemporaneous oral or written agreements or representations of any nature with reference to this subject matter of this Lease are canceled and superseded by the provisions of this Lease.

**[SIGNATURES ON FOLLOWING PAGES]**

**SANTA ROSA ISLAND AUTHORITY**

By: \_\_\_\_\_  
Chairperson,

ATTEST:

\_\_\_\_\_  
Secretary,

Dated this the \_\_\_\_ day of \_\_\_\_\_ 202\_

WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 1 Via de Luna Dr.  
Pensacola Beach, FL 32561

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 1 Via de Luna Dr.  
Pensacola Beach, FL 32561

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence, this \_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, Chairperson of the Santa Rosa Island Authority, on behalf of the Authority. Said person is personally known to me.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

**LESSEE:**

\_\_\_\_\_  
  
\_\_\_\_\_

Dated this day the \_\_\_ day of \_\_\_\_\_, 202\_.

**WITNESSESS AS TO LESSEE:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ & \_\_\_\_\_. Said persons are personally known to me or produced a current driver's license as identification.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

## **AMENDED AND RESTATED SINGLE-FAMILY RESIDENTIAL LEASE**

**THIS AMENDED AND RESTATED SINGLE-FAMILY RESIDENTIAL LEASE** between **SANTA ROSA ISLAND AUTHORITY**, hereafter called the "Authority," and \_\_\_\_\_ hereafter called the "Lessee," is effective as of the date of execution by all parties. This Amended and Restated Single-Family Residential Lease supersedes any prior leases covering the leasehold property more thoroughly described as:

### **Insert Legal Description**

(hereinafter the "Demised Premises").

NOW, THEREFORE, the parties hereto agree as follows:

### **1. TERM**

The initial term commencement date of the Lease was \_\_\_\_\_, for a period of ninety-nine (99) years, ending on \_\_\_\_\_ [insert date first 99-year term ends]. This term of this Amended and Restated Lease (hereafter the "Lease") shall begin on \_\_\_\_\_ [insert date of execution by all parties] and extend for a period of ninety-nine (99) years, ending on \_\_\_\_\_ [insert date 99-years from date of execution by all parties].

### **2. RENT**

Lessee covenants and agrees to pay, and the Authority hereby reserves, an annual rental of \$\_\_\_\_\_ payable annually in advance.

This annual rental is subject to adjustment on a five (5) year basis to reflect changes in the cost of living, if any, in accordance with the Consumer Price Index ("CPI" is hereby defined as all "urban consumers," "1982-1984, equaling 100, as published by the Bureau of Labor Statistics and presently reported in the "News," United States Department of Labor Monthly report, or any other United States government established cost of living index) such adjustments to be made every five (5) years. It is intended that the annual rental payable hereunder will be increased or decreased in proportion to the changes reflected in such index over the figures reflected on the date of this Lease or on the date of the last prior adjustment. But in no case shall the annual rental be less than \$\_\_\_\_\_.

### **3. USE OF PROPERTY**

The Demised Premises is leased to Lessee as residential property for the purpose of constructing and maintaining a beach home, seasonal or permanent as a single-family

residence thereon. Lessee covenants and agrees, at his own cost and expense, to erect and maintain a single-family dwelling on said Demised Premises according to and in conformity with plans to be approved by the Authority.

#### **4. TITLE TO IMPROVEMENTS**

Title to any building or improvements of a permanent character (the "Improvements") that shall be erected or placed upon the Demised Premises by the Lessee shall forthwith become a part of the Demised Premises and vest in Escambia County, Florida, subject, however, to each and every provision of this Lease. Lessee acknowledges that it shall have no right to remove such improvements from the Demised Premises.

#### **5. DESTRUCTION OF PREMISES**

In the event of damage to or destruction of any Improvements herein required to be constructed on the Demised Premises by fire, windstorm, water of any other cause whatsoever, Lessee shall at its own cost, within six (6) months' time, (the "Repair Period"), repair or rebuild such Improvements so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction. The Authority shall have the option of extending the Repair Period, based upon good faith effort of the Lessee to do the necessary work. Failure to do so shall constitute a breach of this lease. Subject to priority in favor of any mortgagee under a mortgage clause, all insurance proceeds for loss or damage to any improvements on the Demised Premises shall upon request be payable to the Authority and Lessee jointly to assure the repair or replacement of such Improvements and/or leveling Improvements and cleaning of the Demised Premises. The Authority shall have a lien on all such insurance proceeds, regardless of whether it is named in the insurance policy, subordinate only to the claim of any mortgagee under a mortgage clause to enforce the intent of the foregoing provision. If Lessee elects not to repair or replace such Improvements and to abandon this Lease, the Authority may, if it consents to the termination of this Lease, retain as compensation for the cost of restoring the Demised Premises to a tenantable condition and for accepting termination of this Lease, an amount from the insurance proceeds above any amount due to any mortgagee sufficient to level Improvements and clear the Demised Premises.

In the event of damage to or destruction of the Improvements at a time when (i) any federal agency, (ii) Federal National Mortgage Association or (iii) Government National Mortgage Association or their respective successors or assigns (each a "Special Entity") has an interest in the leasehold estate (a "Leasehold Interest") by reason of (a) insuring or guaranteeing a loan thereon, (b) having purchased a loan secured by such leasehold estate, (c) having acquired title pursuant to a mortgage foreclosure or delivery of deed in lieu of foreclosure or (d) otherwise, then, in that event, the leasehold estate shall not be forfeited or terminated by reason of a failure to repair or rebuild said Improvements within a period of sixty (60) days following the expiration of the Repair Period or at any time while a foreclosure action is pending; provided, however, that upon transfer of title of said parcel to another party, the provisions of the above paragraph shall again become

applicable and such party shall be required to repair or rebuild as the case may require, within the Repair Period.

Lessee also agrees to maintain adequate fire and casualty insurance for all such damage or destruction in an amount and with a company acceptable to the Authority. The Authority shall be named as additional insured on all policies. Proof of insurance must be provided to the Authority upon request.

## **6. INDEMNITY**

All property of every kind which may be on the Demised Premises during the term of this Lease shall be at the sole risk of Lessee, or those claiming under Lessee, and the Authority shall not be liable to Lessee, or any other person for the property in or upon the Demised Premises. Lessee hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage. Furthermore, the Authority shall not be liable to Lessee or to Lessee's licensees, permittees, visitors, successors or assigns, for any damage to property or injury to person caused by the act of negligence of any other user of Lessee's facilities. Lessee accepts the Demised Premises as wholly suitable for the purpose for which it is leased and agrees to hold the Authority harmless from all claims for any such damage.

Additionally, Lessee hereby agrees to indemnify and save harmless the Authority for and from any and all claims, demands, suits, judgements, costs, liabilities or expenses on account of any loss or injury occurring on the Demised Premises, and if suit is brought against the Authority upon any claim pursuant to this paragraph. Lessee will, upon notice of such suit, assume the defense of the suit at lessee's expense.

Lessee also agrees to maintain adequate liability insurance for all such claims and liability in an amount and with a company acceptable to the Authority. The Authority shall be named as an additional insured on all policies. Proof of such insurance must be provided to the Authority upon request.

## **7. APPLICATION OF COVENANTS AND RESTRICTIONS AND COMPLIANCE WITH LAWS**

This Lease and the Demised Premises are expressly subject to and bound by the Covenants and Restrictions applicable to property on said Island, dated February 10, 1949, and recorded in Deed Book 294 Page 303 of the public records of said County; and the said Covenants and Restrictions are made a part hereof, as if fully set forth herein. Furthermore, this Lease and the Demised Premises shall always be subject to applicable laws, regulations, covenants, restrictions, and building codes adopted from time to time by the Authority any other governmental agency having authority over the Demised Premises, provided that none of the provisions herein benefitting a Special Entity may be modified, amended or affected without the consent of any Special Entity having a Leasehold Interest.

Lessee agrees to comply with all laws, ordinances, rules, and regulations now in effect or hereafter enacted by any governmental body having jurisdiction over the Demised Premises, including but not limited to those necessary for the protection of the environment or the ecology of Santa Rosa Island, and Lessee shall not make or allow to be made any unlawful, improper or offensive use of the Demised Premises. Lessee shall also keep and maintain the Demised Premises in a clean, attractive, and safe condition.

Lessee further covenants and agrees as follows:

- (a) Not to use or occupy the Demised Premises for any purpose or business other than other than herein specified, nor permit the same, without the prior written consent of the Authority.
- (b) Not to knowingly permit or suffer any nuisances or illegal operations or course of conduct of any kind on the Demised Premises.

The Authority further covenants and agrees that if the Lessee shall pay the assessment as herein provided and shall keep, observe and perform all of the other covenants of this Lease to be kept, observed and performed by the Lessee, the Lessee shall peaceably and quietly have, hold and enjoy the said Demised Premises for the term aforesaid.

## **8. UTILITIES**

Lessee shall pay for all its requirements for utilities, including but not limited to gas, steam, water, electricity, and sewer charges. Lessee further agrees to use exclusively, if provided, such public utilities and public services relating to health and sanitation as may from time to time be made available by the Authority, or by other pursuant to agreements, licenses or permits with the Authority. Nothing in this paragraph shall obligate the Authority to provide any service. The reasonableness of rates fixed by the Authority shall always be subject to judicial review.

## **9. REPAIRS AND MAINTENANCE**

Lessee shall, at its own cost and expense, repair, replace and maintain the Demised Premises in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the Demised Premises.

## **10. ASSIGNMENTS AND TRANSFERS**

Lessee may sell, assign, sublet or mortgage this Lease, without the prior written approval of the Authority. Lessee may not sell, assign or sublet this Lease in part without the prior written approval of the Authority. So long as a mortgagee has notified the Authority of its address, notice of any default by the Lessee will be sent to the mortgagee at said address at the same time notice of default is sent to the Lessee, and this Lease may not be terminated for such default until thirty (30) days after such notice, during which period either the mortgagor or mortgagee may remedy the default.

Each and all of the provisions, agreements, covenants and conditions of this Lease shall extend to and shall bind and be obligatory upon, or ensure to the benefit of the successors, sublessees, underlessees and assigns of the parties.

### **11. TAXES AND ASSESSMENTS**

Lessee shall pay and discharge all existing and future taxes, sales taxes, use taxes, assessments, duties, impositions, and burdens assessed, charged, or imposed upon the Demised Premises.

### **12. LESSOR'S ACCESS**

The Authority and the Authority's agent shall at all reasonable times have access to the Demised Premises for the purpose of inspecting and determining whether Lessee has complied with its obligations pursuant to this Lease.

### **13. ENFORCEMENT OF LEASE; FORFEITURE; DEFAULT; REMEDIES; NONWAIVER; ATTORNEY'S FEE**

The Authority may enforce the performance of this Lease in any manner provided by law. The following actions or failures on the part of the Lessee shall constitute a default under the terms of this Lease.

- (1) If Lessee shall desert or vacate the Demised Premises;
- (2) If default shall be made by the Lessee in the payment of rent as specified in this Lease;
- (3) If Lessee fails to properly develop the Demised Premises in the manner and within the time frame specified;
- (4) If default shall be made by the Lessee in the performance of any of the terms or conditions of this Lease that Lessee is to perform;
- (5) If Lessee shall fail to comply with any of the statutes, ordinances, rules or regulations of any governmental body governing or regulation the Lessee's property;
- (6) The Authority may immediately terminate and cancel Lease if the Lessee shall become insolvent or bankrupt or shall make an assignment for the benefit or creditors, provided, however, so long as any Special Entity has a Leasehold Interest and has furnished the Authority and address where notice to it may be sent then, in that event, the Authority may not terminate this Lease for violation of this subparagraph without the consent of said Special Entity.

In case any portion of the rental, assessments or debts attributable to the use and occupancy of the Demised Premises remains unpaid for the space of thirty (30) days after the time it shall become due under the terms hereof and shall continue on such nonpayment and default after thirty (30) days' notice in writing from the Authority (the "Initial Notice Period"), then, the Authority may declare the Lease terminated and may take possession of the Demised Premises and all the Improvements thereon and this Lease shall be at an end in the same manner and with the same effect as if the original term of the Lease had expired without any option or right to renew the same, provided, however, if any Special Entity has notified the Authority that it has a Leasehold Interest

and has furnished the Authority an address where notice to it may be sent, then in that event, the Authority may not terminate said Lease until it has given said Special Entity thirty (30) days' notice of the default in rental payments, which notice to the Special Entity shall not be given until the Initial Notice Period has expired with Lessee having failed to cure such default during such Initial Notice Period.

In case there shall be any default, other than a rental payment default, in the performance of any of the covenants, conditions, terms and provisions of this Lease, and said default shall continue unabated for more than thirty (30) days after the Authority has mailed notice of said default to the lender, then, subject to the notice provisions in regard to mortgagees, the Authority may declare this Lease terminated and may take possession of the Demised Premises and all improvements thereon and this Lease shall be at end in the same manner and with the same effect as if the original term of the Lease had expired without any option or right to renew the same, provided, however, that in cases where any Special Entity has notified the Authority that it has a Leasehold Interest and has furnished the Authority an address where notice to them may be sent, then, in that event, the Authority may not terminate said Lease until it has provided one hundred twenty (120) days' notice in writing to the Special Entity during which time the Special Entity may cure said default or may file suit to foreclose the mortgage encumbering the Demised Premises and further, in the event suit is filed to foreclose the mortgage on the Demised Premises, the Authority shall not terminate said Lease during the pendency of said foreclosure proceeding, and for a period of sixty (60) days after the Special Entity shall have obtained title pursuant to said proceeding, during all of which time the Special Entity may cure said default.

In the event full payment of all rentals due shall not be made to the Authority within seven (7) days after the date on which such payment becomes due, there shall be a late payment charge of ten percent (10%) of the amount due, provided, however, the later charge payable between the 8<sup>th</sup> and 30<sup>th</sup> day after the date said rental payment becomes due shall be a minimum of twenty-five dollars (\$25.00) or ten percent (10%) of the amount due, whichever is greater; and the late charge payable after thirty (30) days from the date payment becomes due shall be a minimum of one hundred dollars (\$100.00) or ten percent (10%) of the amount due, whichever is greater. All monies due shall bear interest at the rate of one-and-one-half percent (1 ½%) per month from their due-date.

If the Authority retains attorneys to assist it in the collection of any sums due hereunder which are not paid on the date due, to enforce any of the provisions of this Lease or to seek its termination, Lessee shall pay reasonable attorney's fees whether or not suit is necessary, and if proceedings are begun or had to collect any sums falling due hereunder to enforce any provisions hereof or to terminate this Lease. Lessee shall pay all costs, expenses and charges incurred in said proceedings, including costs and attorney's fees incurred on any appeals.

It is expressly agreed and understood that this section is a material part of this Lease and that the Authority entered into this Lease and agreed to the terms and conditions set forth herein, in reliance on its rights set forth in this section.

#### **14. WAIVERS**

The failure of the Authority to insist, in any one or more instances, on the strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver, or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by the Authority of rent, with knowledge of the breach of any term or condition hereof; shall not be deemed a waiver of the breach and no waiver by the Authority of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Authority.

Failure on the part of the Authority to complain of any action or non-action on the part of Lessee, no matter how long it may continue shall never be deemed to be a waiver by the Authority of any of its rights under this lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by the Authority to or of any action by Lessee requiring the Authority's consent to approval shall not be deemed to waive or render unnecessary the Authority's consent or approval to or of any subsequent similar act by Lessee.

#### **15. LEASEHOLD MORTGAGES**

Lessee is hereby expressly authorized and permitted to mortgage or otherwise encumber the leasehold estate created by this Lease, in whole or in part, under one or more leasehold mortgages, deeds of trust, deed to secure debt or other security instrument by which such leasehold estate is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligations (each, a "Leasehold Mortgage"), and to refinance and/or increase, from time to time such Leasehold Mortgage. Each holder of a Leasehold Mortgage. Each holder of a Leasehold Mortgage (each, a "Leasehold Mortgagee") may, but shall not be required to, perform on Lessee's behalf any of Lessee's obligations hereunder and performance by a Leasehold Mortgagee shall be deemed to be performance by Lessee insofar as the Authority and Escambia County, Florida are concerned. In addition, each right and privilege of Lessee under this Lease shall inure to the benefit of each Leasehold Mortgagee.

#### **16. ESTOPPEL CERTIFICATES**

The Authority shall, without charge, at any time, within ten (10) days of request by Lessee or a Leasehold Mortgagee, execute, acknowledge, and deliver an estoppel certificate to such party requesting the same. A complete and accurate copy of this Lease, with all modifications and supplements, shall be attached to the certificate. The Authority shall certify: (i) that the copy of the Lease attached to the certificate is complete and accurate, with all modifications and supplements (or , if it be unmodified, the certificate shall so state); (ii) that the Lease is valid and in full force and effect in accordance with its terms; (iii) that the Lessee is not in default under the Lease and that no notice of default or notice of intent to terminate the Lease has been served on Lessee; (iv) that there is no claim, defense or offset against Lessee; (v) the commencement and termination dates of the

Lease; (vi) the current addresses to which notices to be sent to the Authority and/or Escambia County, Florida pursuant to the Lease should be sent; and (vii) such other matters as the requesting party may reasonably request. If the Lessee is in default, the party certifying the estoppel certificate shall specifically state the nature of such default and list the steps necessary to cure the same.

### **17. AMENDMENT**

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by both parties and consented to by any Special Entity having a Leasehold Interest.

### **18. END OF TERM**

Upon the expiration or sooner termination of this Lease, Lessee shall be allowed a period of fifteen (15) days in which to remove all personal property, and Lessee shall surrender possession of the Demised Premises in as good state and condition as reasonable use and wear will permit.

### **19. RENEWALS**

In the event Lessee shall fully perform all the terms, provisions and conditions on his or her part to be performed for the full term of this Lease, Lessee shall have the right and privilege, at his or her election, to renew this Lease for a further term of ninety-nine (99) years by giving the Authority written notice of such election to renew not later than six months prior to the expiration of the lease. Such renewal shall be on like covenants, provisions and conditions as are in this lease, including an option for further renewals.

### **20. PARAGRAPH HEADINGS**

The paragraph headings in the Lease are intended for the convenience only and shall not be taken into consideration in construction or interpretation of this Lease or any of its provisions.

### **21. NOTICES**

All notices, requests or demands to or upon the parties to this Lease or to any Special Entity having a Leasehold Interest shall be in writing and shall be given by certified U.S. mail, return receipt requested, postage prepaid, to the address or addresses designated by each party hereto to the other or by any lender and/or Special Entity (or their respective agents) to the Authority and shall be deemed to have been received on the date of actual receipt by the addressee. In the event Lessee fails to provide the Authority with such an address then the notice address for such Lessee shall be the address of the Demised Premises.

**22. ENTIRE AGREEMENT**

Except as provided below, this instrument constitutes the entire agreement between the Authority and Lessee on the subject of this Lease, and any prior or contemporaneous oral or written agreements or representations of any nature with reference to this subject matter of this Lease are canceled and superseded by the provisions of this Lease.

**[SIGNATURES ON FOLLOWING PAGES]**

**SANTA ROSA ISLAND AUTHORITY**

By: \_\_\_\_\_  
Chairperson,

ATTEST:

\_\_\_\_\_  
Secretary,

Dated this the \_\_\_\_ day of \_\_\_\_\_ 202\_

WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 1 Via de Luna Dr.  
Pensacola Beach, FL 32561

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 1 Via de Luna Dr.  
Pensacola Beach, FL 32561

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence, this \_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, Chairperson of the Santa Rosa Island Authority, on behalf of the Authority. Said person is personally known to me.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

**LESSEE:**

\_\_\_\_\_  
  
\_\_\_\_\_

Dated this day the \_\_\_ day of \_\_\_\_\_, 202\_.

**WITNESSESS AS TO LESSEE:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ & \_\_\_\_\_. Said persons are personally known to me or produced a current driver's license as identification.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

**AMENDMENT TO SINGLE-FAMILY RESIDENTIAL LEASE**

**THIS AMENDMENT TO SINGLE-FAMILY RESIDENTIAL LEASE** is entered into by and between **SANTA ROSA ISLAND AUTHORITY** (hereinafter "Authority") and \_\_\_\_\_ (hereinafter "Lessee").

**RECITAL**

**WHEREAS**, Authority and \_\_\_\_\_, original lessee, entered into that certain Residential Lease on \_\_\_\_\_ (the "Lease," which term shall include and refer to all subsequent amendments and assignments), which Lease was recorded in Official Records Book \_\_\_\_ at page \_\_\_\_ of the public records of Escambia County, Florida, for the following-described premises:

**Insert Legal Description**

**WHEREAS**, the Lease was ultimately assigned to and assumed by Lessee under that certain Assignment of Lease dated \_\_\_\_\_ and recorded in Official Records Book \_\_\_\_ at page \_\_\_\_ of the public records of Escambia County, Florida; and

**WHEREAS**, the initial term of the Lease is for a period of ninety-nine (99) years dating from \_\_\_\_\_ and ending on \_\_\_\_\_ (the "Initial Lease Term"); and,

**WHEREAS**, the Lessee, pursuant to paragraph fourteen (14) of the Lease, has provided the Authority with written notice of their election to renew the term of the Lease and the Lease will renew for an additional ninety-nine (99) year term, on the like covenants, provisions and conditions as are in the Lease including an option for further renewals, upon the expiration of the Initial Lease Term; and,

**WHEREAS**, on \_\_\_\_\_, the Authority approved renewal of the Lease for another ninety-nine (99) year term, under like covenants, provisions and conditions, as are in the Lease, including an option for further renewals; and

**WHEREAS**, the approved renewal for an additional ninety-nine (99) years, under like covenants, provisions and conditions, including an option for further renewals, shall take effect on \_\_\_\_\_ without further action by the Authority.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, the parties do hereby agree and acknowledge as follows:

1. The recitals contained in the Recital of this Amendment to Single-Family Residential Lease are declared to be true and correct and are incorporated into this Amendment to Residential Lease.
2. The Lease is hereby amended as follows:

Upon the expiration of the Initial Lease Term on \_\_\_\_\_, the Lease will renew for an additional ninety-nine (99) year term beginning \_\_\_\_\_, provided that the Lease has not been sooner terminated in accordance with its terms.
3. In all other respects, the Lease as amended shall remain unmodified or amended, and shall renew on like covenants, provisions, and conditions as are in the Lease including an option for further renewals upon the expiration of the renewed Lease Term.
4. This Amendment to Single-Family Residential Lease shall be effective as of the date the last party hereto executes.

**[SIGNATURES ON FOLLOWING PAGES]**

**SANTA ROSA ISLAND AUTHORITY**

By: \_\_\_\_\_  
Chairperson,

ATTEST:

\_\_\_\_\_  
Secretary,

Dated this the \_\_\_\_ day of \_\_\_\_\_ 202\_.

WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 1 Via de Luna Dr.  
Pensacola Beach, FL 32561

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 1 Via de Luna Dr.  
Pensacola Beach, FL 32561

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence, this \_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, Chairperson of the Santa Rosa Island Authority, on behalf of the Authority. Said person is personally known to me.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

**LESSEE:**

\_\_\_\_\_  
  
\_\_\_\_\_

Dated this day the \_\_\_\_ day of \_\_\_\_\_, 202\_.

**WITNESSESS AS TO LESSEE:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_ . Said persons are personally known to me or produced a current driver's license as identification.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

**AMENDMENT TO SINGLE-FAMILY RESIDENTIAL LEASE**  
**ADDRESSING CONSTRUCTION BELOW THE BASE FLOOD ELEVATION**  
**(NON-CONVERSION AGREEMENT)**

This amendment is hereby incorporated into and made part of that certain Lease previously entered into between the Santa Rosa Island Authority, as an agency of Escambia County, Florida (hereinafter "Lessor" or the "SRIA"), and \_\_\_\_\_, whose Lease Agreement is dated \_\_\_\_\_ and recorded in Official Records Book \_\_\_\_\_ at page \_\_\_\_\_ of the public records of Escambia County, Florida, (herein the "Lease").

\_\_\_\_\_ is the Assignee of the Lease as evidenced by that certain Assignment of Lease dated \_\_\_\_\_, and recorded in Official Records Book \_\_\_\_\_ at page \_\_\_\_\_ of the Public Records of Escambia County, Florida, (herein the "Assignment of Lease").

In consideration of the Santa Rosa Island Authority's approval of the \_\_\_\_\_, the undersigned lessee hereby covenants, warrants, and agrees as follows:

(1) In this amendment, the use of the singular shall include the plural, the use of the masculine shall include the feminine, and the use of the masculine shall also include an owner that is a corporation or partnership.

(2) The undersigned Lessee covenants and warrants that he is the present owner of the lease and the leasehold estate created by the lease.

(3) The purpose of this document is to draw attention to certain rules, regulations, and requirements regarding construction on Pensacola Beach. This document is not intended to and does not create or impair any rights or obligation that either party may have under existing laws, codes, or regulations.

(4) Said lease is hereby amended to include the following wording:

As a condition of obtaining SRIA approval, Lessee understands and agrees as follows:

a. All new and substantial improvement construction at Pensacola Beach is subject to the regulations, which from time to time may be amended, promulgated by the SRIA, Escambia County, and state and federal agencies.

b. The lease and subdivision plat for the subject leasehold restricts use of the structure thereon to a single-family dwelling unit. Conversion to allow for more than one dwelling unit is expressly prohibited under the terms of the lease with the SRIA.

c. SRIA, Escambia County and Federal Emergency Management Agency ("FEMA") regulations specifically require that none of the areas below the Base Flood Elevation (BFE) be designed or used for the purpose of human habitation. Human habitation includes, but is not limited to, working, sleeping, eating, cooking, recreation, or a combination thereof.

d. Periodic inspections may be conducted by the Santa Rosa Island Authority during the progress of construction projects to ensure that prescribed construction methods and materials are utilized to comply with the objective of eliminating or minimizing flood damage. The Santa Rosa Island Authority reserves the right to make future inspections of the leasehold upon reasonable notice to the Lessee.

e. Lessee accepts the obligation to abide by current and future regulations regarding flood insurance and building code requirements at Pensacola Beach, and to ensure that no additional construction will take place on the leasehold property without first obtaining written approval from the SRIA and issuance of all required permits for said construction.

(5) It is expressly declared to be the intent of the parties that the responsibilities of the undersigned Lessee under this Amendment shall bind Lessee's heirs, administrators, successors, and assigns.

(6) It is expressly agreed that upon execution, this Amendment shall be promptly recorded by Lessee in the public records of Escambia County, Florida, and shall encumber the leasehold estate created by the Lease. Lessee agrees to provide a copy of the recorded amendment to the SRIA upon receipt thereof.

**[SIGNATURES ON FOLLOWING PAGES]**

**SANTA ROSA ISLAND AUTHORITY**

By: \_\_\_\_\_  
Chairperson,

ATTEST:

\_\_\_\_\_  
Secretary,

Dated this the \_\_\_\_ day of \_\_\_\_\_ 202\_.

WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 1 Via de Luna Dr.  
Pensacola Beach, FL 32561

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 1 Via de Luna Dr.  
Pensacola Beach, FL 32561

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence, this \_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, Chairperson of the Santa Rosa Island Authority, on behalf of the Authority. Said person is personally known to me.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

**LESSEE:**

\_\_\_\_\_  
  
\_\_\_\_\_

Dated this day the \_\_\_\_ day of \_\_\_\_\_, 202\_.

**WITNESSESS AS TO LESSEE:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_ . Said persons are personally known to me or produced a current driver’s license as identification.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

**AMENDMENT TO SINGLE-FAMILY RESIDENTIAL LEASE**  
**SUBSTANTIAL IMPROVEMENTS (NON-CONVERSION AGREEMENT)**

This amendment is hereby incorporated into and made part of that certain Lease previously entered into between the Santa Rosa Island Authority, as an agency of Escambia County, Florida (hereinafter "Lessor" or the "SRIA"), and \_\_\_\_\_, whose Lease Agreement is dated \_\_\_\_\_ and recorded in Official Records Book \_\_\_\_\_ at page \_\_\_\_\_ of the public records of Escambia County, Florida, (herein the "Lease").

\_\_\_\_\_ is the Assignee of the Lease as evidenced by that certain Assignment of Lease dated \_\_\_\_\_, and recorded in Official Records Book \_\_\_\_\_ at page \_\_\_\_\_ of the Public Records of Escambia County, Florida, (herein the "Assignment of Lease").

In consideration of the Santa Rosa Island Authority's approval of the \_\_\_\_\_, the undersigned lessee hereby covenants, warrants, and agrees as follows:

- (1) In this amendment, the use of the singular shall include the plural, the use of the masculine shall include the feminine, and the use of the masculine shall also include an owner that is a corporation or partnership.
- (2) The undersigned Lessee, covenants and warrants that he is the present owner of the lease agreement and the leasehold estate created by the lease.
- (3) Said lease is hereby amended to include the following terms:

As a condition of obtaining SRIA approval, Lessee understands and agrees as follows:

- a. All new and substantial improvement construction at Pensacola Beach is subject to the regulations, which from time to time may be amended, promulgated by the SRIA, Escambia County, and other state and federal agencies.
- b. SRIA, Escambia County and Federal Emergency Management Agency ("FEMA") regulations specifically require that none of the areas below the Base Flood Elevation (BFE) be designed or used for the purpose of human habitation. Human habitation includes, but is not limited to, working, sleeping, eating, cooking, recreation, or a combination thereof.
- c. Lessee accepts the obligation to abide by current and future

regulations regarding building code requirements at Pensacola Beach, and to ensure that no additional construction will take place on the leasehold property without written approval from the SRIA and issuance of all required permits for said construction.

(4) It is expressly declared to be the intent of the parties that the responsibilities of the undersigned Lessee under this Amendment shall bind Lessee's heirs, administrators, successors, and assigns.

(5) It is expressly agreed that upon execution, this Amendment shall be promptly recorded by Lessee in the public records of Escambia County, Florida, and shall encumber the leasehold estate created by the Lease. Lessee agrees to provide a copy of the recorded amendment to the SRIA upon receipt thereof.

**[SIGNATURES ON FOLLOWING PAGES]**

**SANTA ROSA ISLAND AUTHORITY**

By: \_\_\_\_\_  
Chairperson,

ATTEST:

\_\_\_\_\_  
Secretary,

Dated this the \_\_\_\_ day of \_\_\_\_\_, 202\_.

WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 1 Via de Luna Dr.  
Pensacola Beach, FL 32561

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 1 Via de Luna Dr.  
Pensacola Beach, FL 32561

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence, this \_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, Chairperson of the Santa Rosa Island Authority, on behalf of the Authority. Said person is personally known to me.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

**LESSEE:**

\_\_\_\_\_  
  
\_\_\_\_\_

Dated this day the \_\_\_\_ day of \_\_\_\_\_, 202\_.

**WITNESSESS AS TO LESSEE:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_ . Said persons are personally known to me or produced a current driver's license as identification.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

### **PIER AMENDMENT TO LEASE**

**THIS PIER AMENDMENT** is hereby incorporated into, and made part of that certain lease previously entered into between the Santa Rosa Island Authority, as an agency of Escambia County, Florida (herein the “Lessor” or the “SRIA”) and \_\_\_\_\_, whose lease is dated \_\_\_\_\_, recorded in Official Records Book \_\_\_\_\_ at page \_\_\_\_\_ of the Public Records of Escambia County, Florida, (herein the “Lease”).

**WHEREAS**, Lessee is the present owner \_\_\_\_\_, the Assignee of the Lease as evidenced by that certain assignment of lease dated \_\_\_\_\_, recorded in Official Records Book \_\_\_\_\_ at page \_\_\_\_\_ of the Public Records of Escambia County, Florida, (herein the “Assignment of Lease”).

In consideration of the SRIA’s agreement to process the undersigned owner’s application for a permit, to construct a pier from \_\_\_\_\_, Pensacola Beach, FL, per the final plans for the pier as permitted by the SRIA, the undersigned hereby covenants and agrees to the following:

(1) In this amendment, the use of the singular shall include the plural, the use of the masculine shall include the feminine, and the use of the masculine shall also include an owner that is a corporation or partnership.

(2) The undersigned owner (herein the “Owner”), covenants and warrants that he is the present owner of the lease and the leasehold estate created by the lease.

(3) The owner agrees that he shall be responsible to the SRIA for insuring that the pier is constructed in accordance with pier construction requirements of the SRIA and in accordance with the drawings and specifications that are approved by the SRIA.

(4) The owner covenants and agrees, for himself and for his successors and assigns, that the pier, once constructed, shall be maintained in accordance with the pier maintenance requirements of the SRIA, which shall include, but not be limited to the following:

- (a) No fuel facilities shall be permitted on the pier.
- (b) The dumping of garbage and the pumping of bilges from or around the pier shall be prohibited. A bold printed sign prohibiting such activity shall be maintained on the pier.
- (c) Appropriate walkway steps, with handrails, shall be maintained so as to provide a means by which a person, walking on the beach, can cross the pier in an easy and safe manner.

- (d) The pier must be maintained in such manner as necessary to inhibit deterioration.
- (e) The pier must not be operated as a revenue generating slip.

(5) The owner, and his successors and assigns, shall continuously maintain public liability insurance coverage of not less than \$250,000.00 for single family lots naming the SRIA as a certificate holder and designed to absolve and indemnify the owner, successor and assigns and the Santa Rosa Island Authority from all claims for injuries or damages suffered by any person on or about the pier. An executed Pier Amendment to Lease and the certificate of liability insurance showing the SRIA as a certificate holder shall be provided to the SRIA at the time the owner applies for a pier permit.

(6) In the event that a condominium is constructed on the leasehold estate, the then Condominium Owner's Association shall be considered the assignee of the owner's responsibilities pursuant to this Amendment and shall be considered as the responsible party for insuring compliance with this Amendment and for receiving notice of any non-compliance.

(7) The SRIA shall have the right to make reasonable inspections of the pier and shall have the right to require written proof of compliance with the liability insurance requirements. In the event that the SRIA, in good faith, determines that the Owner, or his successor or assign is not in compliance with this Amendment, then it shall give the Owner or his successor or assign as the case may be, written notice of the non-compliance and a 60 - day time period in which to remedy the non-compliance. The written notice shall be in the same form as specified in the Lease for notices. In the event that the non-compliance is not cured within the 60 day time period, then the SRIA, at its option, shall have the right to contract with a third party to either remedy the non-compliance or to remove the pier and to back-charge the Owner, or the Condominium Owners Association in the case of a Condominium, to reimburse the SRIA for its contract costs, with interest at the statutory rate, within 60 days from the date of its bill, shall constitute a default under the Lease. The SRIA shall then have the right to proceed with the remedies provided for in the Lease Agreement in the event of default.

(8) It is expressly declared to be the intent of the parties that the responsibilities of the undersigned Owner under this Amendment are transferable and assumable.

(9) It is expressly agreed that this Amendment shall be recorded in the public records of Escambia County, Florida, and shall encumber the leasehold estate created by the Lease.

**[SIGNATURES ON FOLLOWING PAGES]**

**SANTA ROSA ISLAND AUTHORITY**

By: \_\_\_\_\_  
Chairperson,

ATTEST:

\_\_\_\_\_  
Secretary,

Dated this the \_\_\_\_ day of \_\_\_\_\_, 202\_.

WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 1 Via de Luna Dr.  
Pensacola Beach, FL 32561

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: 1 Via de Luna Dr.  
Pensacola Beach, FL 32561

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence, this \_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, Chairperson of the Santa Rosa Island Authority, on behalf of the Authority. Said person is personally known to me.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

**LESSEE:**

\_\_\_\_\_  
  
\_\_\_\_\_

Dated this day the \_\_\_ day of \_\_\_\_\_, 202\_.

**WITNESSESS AS TO LESSEE:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_ . Said persons are personally known to me or produced a current driver's license as identification.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: TEMPORARY SALES OR MANAGEMENT OFFICES  
ADOPTED: 08-02-2000  
REVISED: 06-06-2001, 04-06-2005, 01-24-2024  
DEPT: ADMINISTRATION & LEASING/DEVELOPMENT & ENVIRONMENTAL

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**Purpose:**

The purpose of this policy is to establish guidelines for the use of temporary sales or management offices on Pensacola Beach after a natural or man-made disaster event

**Policy:**

In the event a lessee needs a temporary sales or management office, they can request approval to set up a travel trailer or motor home, not to exceed thirty-five feet (35') in length, for a limited time, as approved by the Authority. All travel trailers or motor homes used as temporary sales or management offices must be kept in such a condition that will allow them to be removed from Pensacola Beach upon two hours' notice and must comply with the following requirements.

1. Must comply with all applicable codes.
2. The sales or management office must be attractive in appearance, as approved by the Architectural and Environmental Committee.
3. Must continue to submit monthly commercial lease fee reports and fees to SRIA.
4. Must comply with SRIA sign regulations.
5. The sales or management office cannot be used as a living facility.
6. The owner must post a performance bond, in an amount to be determined by the Board, to assure timely removal of the structure upon notice by the Authority.
7. The time limit for sales or management offices will be determined by the SRIA Board on a case by case basis.

Failure to abide by the above rules and regulations or remove the facility upon written request by the Authority will constitute a lease default and the applicant will not be eligible to apply for similar facilities in the future.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: WAIVER OF RESIDENTIAL INCOME REPORTING  
ADOPTED: 02-10-1999  
REVISED: 10-25-2023  
DEPT: ADMINISTRATION & LEASING

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**Purpose:**

The purpose of this policy is to waive and not enforce the lease provisions requiring reporting of rental income and payment of percentage fees on rental income for single family dwellings and residential condominiums.

**Policy:**

The majority of the residential condominium leases and many of the single-family leases require reporting and payment of percentage fees on rental income received as a result of renting the individual units to a third party. Effective upon adoption of this policy the requirement for reporting and payment of percentage fees on third party rentals will be waived.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: WAIVER OF SINGLE-FAMILY RESIDENTIAL BUILDING TIME PROVISIONS  
ADOPTED: 03-22-2023  
DEPT: ADMINISTRATION & LEASING

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**Purpose:**

To waive and not enforce the building time provisions in leases on single-family residential dwelling lots on portions of Santa Rosa Island under the jurisdiction of the Santa Rosa Island Authority.

**Enactment:**

Effective March 22, 2023, the building time provisions contained in the single-family residential leases on Santa Rosa Island under the jurisdiction of the Santa Rosa Island Authority will be waived for a period of eight (8) years to expire on March 21, 2031, or until such time the policy is revoked by the Santa Rosa Island Authority Board. If this policy is revoked by action of the Santa Rosa Island Authority Board, no building time extension fees shall be assessed for the period of time during which this policy is in effect and adequate notice will be afforded to each affected lessee of the revocation of the policy.

In the event of destruction or partial destruction of a structure on the above said lots as a result of fire, windstorm, flood, or other hazards, the Authority intends to enforce the required building time clauses to require that any such damaged structures will be repaired or rebuilt, or in the alternative, to require any such damaged structures to be completely removed from the lot along with any debris or other unsightliness, including but not limited to excavations, trenches, foundations, piles of sand or other materials, so that said lot will be restored to its natural condition similar to other adjacent lots. Such removal shall be accomplished within six (6) months of the occurrence causing the damage unless extended for good cause by the Authority. Provided those conditions are met on a timely basis, the building time clauses on these aforementioned lots shall also be waived and not enforced.

In the event of a natural disaster, such as a hurricane, the Santa Rosa Island Authority Board may revisit and/or revoke this policy and as such require lessees to rebuild within the designated building timeline.

The leaseholder of any vacant residential lot on Pensacola Beach must institute appropriate erosion control measures for the surface sand on the vacant leasehold, such as sand fencing and/or vegetation to ensure that the property does not erode into the adjacent roadways or driveways. Failure to maintain appropriate erosion control measures for surface sand on vacant properties may result in further action from the Santa Rosa Island Authority including being in default of the lease.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: BOARD GOVERNANCE AND PROCEDURES  
ADOPTED: 09-27-2023  
DEPT: BOARD

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**Purpose:**

To facilitate the efficient operation of the Santa Rosa Island Authority (SRIA) by guiding the SRIA board members in their SRIA-related activities and interaction with the SRIA executive director and staff members, establishing committees, including policies and procedures on meetings, agendas, absent member participation, travel, and execution of resolutions and documents.

**I. Board Governance and SRIA Administration:**

The SRIA board establishes policy; however, the day-to-day operation of the SRIA is under the supervision and direction of the executive director and their department directors, as they see fit. The SRIA executive director is responsible for the proper administration of all affairs of the SRIA placed in their charge, including the efficient administration of all departments.

The SRIA board members shall strive to conduct their SRIA-related activities in concert with the policies, actions and directions voted upon by the collective body of the SRIA board.

Except for general inquiries, board members are encouraged to deal with the portion of the SRIA affairs for which the executive director is responsible through the executive director. The SRIA board may collectively vote to direct the executive director regarding matters pending before the body. The executive director will make the appropriate staff delegation for the matters placed in their charge by the SRIA board.

Nothing in this policy shall prohibit board members from seeking information from the executive director or staff of the SRIA regarding requests and reports pending before the collective SRIA board or to make other general inquiries about the matters of the SRIA under the charge of the executive director.

**II. Committees:**

The Santa Rosa Island Authority Board shall be divided in several standing committees and/or subcommittees, as determined by the chair.

Standing committees are established as follows:

1. Administrative Committee

2. Architectural and Environmental Committee
3. Development and Leasing Committee
4. Operations Committee
5. Special Projects Committee

Committees may be added or deleted from time to time as determined by the Santa Rosa Island Authority board.

The SRIA chair shall confirm all appointments to committees which are responsible to the SRIA board.

The executive director shall be responsible for maintaining a list of the appointees, their terms, providing staff information needed throughout their tenure and dealing with vacancies and pending expiration of terms.

### **III. Board and Committee Meetings, Agendas, and Absent Member Participation**

#### **A. Meeting Procedures and Time**

All meetings of the SRIA board or any of its committees shall be conducted in compliance with Chapter 286.011 of the Florida Statutes (Florida Sunshine Law).

Roberts Rules of Order (Revised) shall be the guide for conducting business at all board and committee meetings of the SRIA.

At any convened meeting, four board members shall be physically present to constitute a quorum. Additionally, action may be taken by the board upon the affirmative vote of four of its members.

SRIA committees typically convene on the second Wednesday of each month at 5:00 p.m. The SRIA board shall convene in regular session at least once each month on the fourth Wednesday of the month at 5:00 p.m. This schedule may be adjusted based on holidays. An annual calendar of meeting dates shall be adopted by the board prior to January 1<sup>st</sup> of each year. Any adjustments or cancellation of meetings shall require board action. A special meeting of the SRIA board, an emergency meeting, or a public hearing may be called through one of the following actions:

1. Decision by the chair of the SRIA.
2. In the absence of the chair of the SRIA, decision by the vice-chair of the SRIA.
3. Vote of the SRIA board at a regularly scheduled meeting.

Committees act in an advisory capacity to the board and their action is forwarded to the board for further consideration and final action. Items unanimously approved by committees will be placed on the consent agenda for the next board meeting. Committees may also vote to move an item to the board's action agenda for consideration by the full

board without a committee recommendation. An item that does not receive a unanimous vote by a committee will be placed on the next board agenda, under old business, as an action item.

All meetings will be recorded, and minutes will be prepared by staff. Board meeting minutes will be presented to the Board for approval at the subsequent board meeting.

Copies of minutes shall be available online. Hard copies may be obtained by request only.

**B. Committee Agendas**

1. Committee agendas will be posted online and distributed to all board members seven (7) days prior to the meeting.

2. Committee agendas shall be organized as follows:

- Call to Order
- Pledge of Allegiance
- Moment of Meditation
- Committee Items
- Visitor's Forum
- Adjourn

3. Encroachment requests for inground swimming pools to be placed on the agenda for the Architectural & Environmental Committee must be submitted in writing to the SRIA administrative office no later than 1:00 p.m. sixteen (16) days (including weekends and holidays) prior to the meeting. On occasion, due to holidays or weekends, the deadline may require adjustment.

4. All other items to be placed on committee agendas must be submitted in writing to the SRIA administrative office no later than 1:00 p.m. fourteen (14) days (including weekends and holidays) prior to the meeting.

5. All requests must be fully documented and information pertinent to the request, such as building plans, maps, photos, etc., should be supplied by the person making the request.

6. The executive director will refer any additional requests not meeting the deadline to the next committee meeting. If the person making the request can show good cause or an emergency situation for consideration of the request prior to the next committee meeting, the executive director may consider, with consent of the chair, putting the request on the next board agenda as "new business" provided the applicant meets the deadline for publication of the board agenda. Placement of items on the board agenda prior to committee consideration will only be considered and allowed in exceptional circumstances.

### **C. Board Agendas**

Agenda preparation for the Authority board meetings will generally follow the same procedures as those described for the committees. The primary purpose of the board meeting is to take action on those items brought before it by the committee, as explained in Section III.A. above (Meeting Procedures and Time).

1. Board agendas will be posted online and distributed to all board members seven (7) days prior to the meeting.
2. Board agenda items shall include but not be limited to:

- Call to Order
- Pledge of Allegiance
- Moment of Meditation
- Approval of Minutes
- Changes or Additions to Agenda
- Adoption of Agenda
- Chair's Comments
- External Agency Reports
  - Pensacola Beach Visitor's Information Center
- Consent Agenda
- Regular Agenda
  - Old Business
  - New Business
- Staff Reports
  - Executive Director's Report
  - Attorney's Report
  - Development Services Director's Report
  - Engineer's Report
- Visitor's Forum
- Board Member's Forum
- Adjourn

3. All items to be placed on the board agenda not coming from the committees must be approved by the chair and executive director. All requests must be fully documented and information pertinent to the request, such as building plans, maps, photos, etc. should be supplied by the person making the request.
4. The chair and executive director should refer any additional requests that should have been presented to a committee to the next committee meeting, unless the person making the request can show good cause for consideration of the item at the board meeting, as further set forth in Section III.B6. above.

### **IV. Absent Member Participation in Committee or Board Meetings**

The purpose of this policy is to establish when and to what extent Board Members who are not physically present at committee or board meetings may participate by electronic telecommunications.

For committee meetings, the board chair will ask another board member who is physically present to fill the position of an absent committee member for that meeting only. The absent committee member may participate in discussion by electronic means but, as with other board members not on the committee, may not be counted for purposes of the committee quorum or vote as a committee member. Those rolls will be filled by the chair's appointee to the committee for that meeting.

For board meetings, a member may participate by electronic means when a quorum of the board is physically present. However, an absent board member participating by electronic means may not be counted as present for purposes of a quorum. Additionally, the absent board member may not vote on matters that come before the board at the meeting unless the board member's absence is due to extraordinary circumstances, such as illness or other hardship, as determined by the board at the outset of the meeting. The absent board member may participate in discussions by electronic means under any circumstances.

## **V. Execution of Documents and Resolutions**

Pursuant to the Section 3.(g) of the Special Act establishing the SRIA (Chapter 24500, Laws of Florida 1947, as amended):

(g) Leases, contracts and instruments of all kinds shall be executed for the Authority by the chair or vice-chair, attested by the secretary. The Authority may adopt a seal which shall be placed in the custody of the secretary and shall be affixed to all instruments executed for the Authority. All leases, contracts and instruments entered into by the Authority, for or on behalf of the County, shall be executed by the Authority in its own name.

The chair of the SRIA is authorized to sign resolutions in cases where the event or ceremony is set to take place prior to the next regularly scheduled board meeting.

When the chair exercises this authority, the resolution(s) will be submitted to the Board for ratification and the official record at the next board meeting.

## **VI. Out-of-County Travel**

The SRIA board establishes that the chairman or their designee may travel out of county using the same guidelines as defined in the SRIA personnel manual (SRIA Personnel Regulations Section 13.10) upon prior approval by the board. The travel must be deemed relevant to SRIA functions and/or authority.

Out-of-county travel expenses will be paid from any funds of the Authority.

In the event the traveling board member must cancel, pre-paid expenses (i.e. hotel, registration fees, air fare, etc.) that cannot be refunded must be reimbursed by the board member. The full board may waive that requirement if the travel was cancelled due to an emergency.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: PUBLIC INPUT AT PUBLIC MEETINGS  
ADOPTED: 08-14-2013  
REVISED: 07-12-2017, 02-22-2023, 10-25-2023  
DEPT: BOARD

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I. **Purpose**

To give members of the public a reasonable opportunity to provide public input at public meetings of the Santa Rosa Island Authority Board ("SRIA") on propositions to be considered at that public meeting and to speak during Public Forum at the end of the Board and Committee meetings.

II. **Right to be Heard**

Members of the public shall be given a reasonable opportunity to be heard on each agenda item, whether it be at Committee or Board meetings, except as provided for below (A-C). Members of the public shall be limited to three (3) minutes of public speaking with the Chair having the option to allow additional time. This right does not apply to:

- A. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the SRIA to act;
- B. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes, ceremonial proclamations, and staff reports requiring no action by the Committee or Board;
- C. A meeting that is exempt from §286.011;

This section does not affect the right of a person to be heard as otherwise provided by law.

III. **Procedures For Addressing the SRIA At Public Meetings**

- A. Any person desiring to address the SRIA at a public meeting on an agenda item must be physically present at the meeting and shall fill out a speaker's form and provide the speaker's form to the SRIA Clerk in order to speak at the time the agenda item is considered.

- B. Each person addressing the SRIA shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the SRIA, shall limit his/her address to three (3) minutes with the Chair having the right to extend for an additional period of time. All remarks shall be addressed to the SRIA as a body, and not to any member thereof. No person, other than members of the SRIA Board and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the SRIA. No questions shall be asked of the SRIA Members, except through the presiding officer. When requested by any member of the SRIA Board, the SRIA Executive Director, the SRIA Attorney and SRIA Staff Members, may answer questions or enter into any discussion. The SRIA Executive Director and the SRIA Attorney may ask the Chair for permission to speak at any time.
- C. At the end of the Board and Committee meetings, the Chair shall offer the public the opportunity for public comment at the Public Forum part of the public meeting on any item for up to three (3) minutes with the right of the Chair to allow additional time. Any person wishing to make a public comment at the Public Forum part of the Board or Committee meeting shall fill out a speaker's form indicating they want to speak during Public Forum and provide the speaker's form to SRIA Board Clerk.
- D. A speaker's speaking time may not be assigned, in whole or in part, to another speaker without the permission of the Chair.
- E. Any person making personal, impertinent or slanderous remarks, or who shall become boisterous, while addressing the SRIA may be requested to leave the meeting and may be forthwith, by the presiding officer, barred from further audience before the SRIA at the meeting from which ejected.
- F. Public speaking by telephone will be prohibited unless the speaker is part of a presentation associated with a specific agenda item, is there to answer questions by Board members should they arise and has made arrangements with the SRIA staff prior to the meeting to do so.

IV. **Procedures For Written Public Input Received Outside of the Public Meetings**

- A. Members of the public that are unable to attend the public meetings may submit written comments on specific agenda items at any time.
- B. Written comments which specifically address an agenda item and which are received by staff at least an hour prior to the public meeting will be printed and placed at each Board member's seat on the dais.

- C. Written comments received within an hour of the meeting may or may not be distributed on the dais but will be forwarded electronically to all Board members at the first available opportunity.
- D. Written comments will not be captured in the meeting minutes, but recognition that comments were distributed and from whom will be reflected in the meeting minutes.

V. **Amendment of These Procedures**

These procedures may be amended, or new procedures adopted, at any time.

VI. **Effect of Variance from These Procedures**

The failure to follow the above procedures shall not be grounds for invalidating any otherwise lawful act of the SRIA.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: ARIOLA DUNE WALKOVERS  
ADOPTED: 03-1980  
REVISED: 01-24-2024  
DEPT: DEVELOPMENT & ENVIRONMENTAL

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**Purpose:**

On Pensacola Beach, gulf front beaches, sand dunes and coastal vegetation provide significant protection to upland property, upland development, and the beach dune system. To that regard, SRIA encourages the design of beach access, including beach and dune walkovers, to protect the dune topography and dune vegetation from pedestrian traffic, to allow for the natural recovery of damaged or eroded dunes, and to mitigate interference with sea turtle nesting areas.

**Policy:**

Leaseholders proposing construction of residential structures on the gulf side of Ariola Drive on Pensacola Beach will be required to construct dune walkovers, unless the leasehold property is located next to a public access way on which a dune walkover exists.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: CONSTRUCTION TRAILERS  
ADOPTED: 04-04-2001  
REVISED: 10-25-2023  
DEPT: DEVELOPMENT & ENVIRONMENTAL

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**Purpose:**

Construction trailers are considered necessary to aid in building or rebuilding commercial structures on the island. Construction trailers cannot be used as living facilities and must meet certain criteria in order to eliminate or limit damage that may occur as a result of locating the construction trailer on Pensacola Beach.

**Policy:**

The lessee must post a bond for removal of the construction trailer as directed by Authority staff at a fee to be determined by staff. The trailer must be adequately anchored according to SRIA staff and Escambia County's Building Inspection Department.

Approval for construction trailers will be considered on an individual basis and such approval will be contingent upon the construction trailer agreement (as provided by SRIA staff) which stipulates the following:

1. The construction trailer must be properly tied down and meet all other SRIA development regulations governing construction trailers.
2. The lessee must post a bond for removal of the construction trailer as directed by Authority staff at a fee to be determined by staff.

A. Removal of the trailer will be required based on the following:

1) The lessee must prepare for removal of said construction trailer when a hurricane enters the Gulf of Mexico with a minimum of 74 mile per hour winds; or when Pensacola Beach is placed under a hurricane watch condition, or when notified by the Santa Rosa Island Authority.

2) The lessee must complete removal of the trailer within two hours after notice by the Authority.

Failure to abide by the above rules and regulations will result in immediate revocation of approval and trailer will be removed from the island, and lessee will not be allowed to have any future temporary facilities on site.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: FLOOD PROOFING OF NON-RESIDENTIAL PRE-FIRM STRUCTURES  
IN A-ZONES  
ADOPTED: 08-04-2004  
REVISED: 01-24-2024  
DEPT: DEVELOPMENT & ENVIRONMENTAL

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**Purpose:**

Non-residential pre-FIRM (Flood Insurance Rate Map) structures in A-Zones that have been substantially damaged pursuant to the Land Development Code definition may be flood proofed.

**Policy:**

Non-residential pre-FIRM (Flood Insurance Rate Map) structures in A-Zones that have been substantially damaged may be flood proofed in lieu of elevating the structure under the following circumstances:

1. The structure is a unit of a larger structure containing units that are owned by someone or some entity other than the owner of the structure and the larger structure is pre-FIRM.
2. The total amount of damage to the structure is less than 50% of the value of the larger structure.
3. There are structural elements of the structure that are common to other units in the larger structure (i.e., common wall, common slab, etc.).
4. The footprint of the structure is not expanded.
5. The structure must be flood proofed to the BFE (Base Flood Elevation) depicted on the current FIRM or ten feet, whichever is greater.
6. A flood proofing certificate must be completed and certified by a registered professional engineer or architect for the structure.
7. An elevation certificate must be provided to the SRIA prior to a Certificate of Occupancy being issued by Escambia County for the structure.
8. The term structure shall not include residences.

Note: The provisions of this policy have been coordinated with representatives of the Federal Emergency Management Agency (FEMA)

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: MARINE SHORELINE PROTECTION ZONE EXCEPTIONS (COASTAL CONSTRUCTION CONTROL LINE)  
ADOPTED: 04-09-1980  
REVISED: 12-09-1987, 02-28-2024  
DEPT: DEVELOPMENT & ENVIRONMENTAL

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**Purpose:**

The purpose of this policy is to prevent beach erosion, damage to natural dunes, and to protect environmental habitat.

**Policy:**

No portion of an enclosed structure will be permitted seaward of the 1975 Coastal Construction Control Line. Exceptions for sundecks, patios, and walkways, will be considered on a case-by-case basis and subject to applicable federal and state permitting.

A formal written request from the leaseholder to the Development Services Department will be required for the structures listed above.

The request must be presented to the SRIA Board for review and final approval.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: PLANS AND PROJECT REVIEW FEE SCHEDULE  
ADOPTED: 09-11-1996  
REVISED: 12-12-2007, 08-08-2012, 01-24-2024  
DEPT: DEVELOPMENT & ENVIRONMENTAL

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**Purpose:**

The purpose of this policy is to establish a written fee schedule for the following plan and project review services:

**Policy:**

1. Residential
  - a. New structure or major additions to existing structure \$200
  - b. New structure- gulf front (CCCL review) \$250
  - c. Renovations within existing footprint (interior or exterior) (less than 50%) \$100
  - d. HVAC or water heater replacement \$50
2. Commercial
  - a. New construction \$500
  - b. Additions & renovations within existing footprint (interior or exterior) \$200
  - c. Minor electrical or plumbing \$50
3. Decks, docks, seawalls, or retainer walls \$200
4. Demolition of any type \$150
5. Swimming Pools \$200
6. Sign or banner \$50
7. Fence \$50
8. Landscaping \$50
9. Tent or canopy \$50
10. Unpermitted after-the-fact requests \$500

**NOTE: All fees are non-refundable**

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: PROHIBITION FOR USE OF JETTED SALT WATER FOR  
CONSTRUCTION PURPOSES

ADOPTED: 10-13-1982

REVISED: 01-24-2024

DEPT: DEVELOPMENT & ENVIRONMENTAL

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**Purpose:**

The purpose of this policy is to provide protection of the “freshwater lens” which is highly relevant to the barrier island ecosystems and to prevent contamination by saltwater intrusion.

**Policy:**

No salt water from Santa Rosa Sound, the Gulf of Mexico, or Sabine Bay will be used for the jetting of pilings or any other construction purposes landward of the mean high-water line on Santa Rosa Island under the jurisdiction of the Santa Rosa Island Authority.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: RETENTION OF SAND  
ADOPTED: 04-04-2001  
REVISED: 01-24-2024  
DEPT: DEVELOPMENT & ENVIRONMENTAL

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**Purpose:**

The purpose of this policy is to maintain, preserve, and protect the natural color of the fine white sand on Pensacola Beach.

**Policy:**

All clean sand (meeting the criteria of approved materials as defined in the Escambia County Land Development Code's Design Standards Manual, Chapter 2, Article 1, Section 1-5 (Barrier Island Sand), adopted by Ordinance 2015-12), dredged, or removed from leasehold properties or from the waters adjacent to leasehold properties under the jurisdiction of the Santa Rosa Island Authority must be retained on the island.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: STREET-SIDE EXCEPTIONS FOR GULF OF MEXICO PROPERTIES  
ADOPTED: 10-25-1995  
REVISED: 02-28-2024  
DEPT: DEVELOPMENT & ENVIRONMENTAL

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**Purpose:**

The purpose of this policy is to facilitate residential construction landward of the 1975 Coastal Construction Control Line.

**Policy:**

The SRIA staff is allowed to grant street side setback exceptions of up to twenty-five feet for construction on leasehold property on the Gulf of Mexico landward of the 1975 Coastal Construction Control line.

A formal written request from the leaseholder to SRIA Development Services staff is required.

Each request will be considered on a case-by-case basis and the final determination by SRIA Development Services staff will be provided in writing to the leaseholder.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: UNDERGROUND POWER ON PENSACOLA BEACH  
ADOPTED: 09-07-2005  
REVISED: 01-24-2024  
DEPT: DEVELOPMENT & ENVIRONMENTAL

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**Purpose:**

The purpose of this policy is to promote storm and hurricane resiliency on the Island as well as aesthetic enhancement.

**Policy:**

In order to transition to underground power on Pensacola Beach, when an electrical permit is required for electrical service work on a new or existing structure, the SRIA recommends that the service from the Florida Power and Light pole to that structure be placed underground.

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## SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: VOLLEYBALL COURTS ON PUBLIC LANDS  
ADOPTED: 06-10-2009  
REVISED: 02-28-2024  
DEPT: DEVELOPMENT & ENVIRONMENTAL

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### **Purpose:**

The purpose of this policy is to establish guidelines for volleyball courts on public lands on Pensacola Beach.

### **Policy:**

All volleyball court materials (hereinafter referred to as “volleyball court”, which includes nets, balls, lines, etc.) should be placed on leasehold property. ***Only one standard competitive sized (30’ x 60’) volleyball court on public lands.***

No “volleyball court(s)” may be placed on public lands without the express permission of the Santa Rosa Island Authority. Permission is granted on an individual basis and for one calendar year at a time. Applicant must complete an application, provided by the Authority, for each site on which they wish to place a volleyball court.

The Authority reserves the right to revoke any prior permission to place a volleyball court on public lands.

If authorized by the Authority, the adjacent leaseholder(s) may be requested to provide comments regarding the issuance of the requested volleyball court.

When the Authority finds that it is in the best interest of the public to place a volleyball court or other similar equipment on public lands, the following rules shall apply:

The “volleyball court” must be placed as close as possible to the leaseholder’s southernmost boundary on the Gulf side or as close as possible to the leaseholder’s northernmost boundary on the Sound side. Such location may not damage any dune or natural vegetative material.

1. During periods of large surf, abnormally high tides, or tropical activity, the “volleyball court” shall not be placed on public lands.
2. The “volleyball court” may not, in any fashion, impede the public’s use and placement is on a first come first served usage of the public lands.
3. The “volleyball court” may not, in any fashion, impede any public safety or law enforcement vehicles.

4. The “volleyball court” may not, in any fashion, impede the Pensacola Beach Public Works Department from maintaining the beach.
5. During Turtle Nesting Season (May 1st – Oct. 31st) each year the beach is monitored for nests. Should a nest be located in the area of a “volleyball court”, the court may not be erected until permission is granted by the Authority.
6. The “volleyball court” must be made available for use by all beach patrons.
7. All “volleyball court” materials must be removed from public lands and stored on leasehold property between dusk and dawn.
8. All “volleyball court” materials must be clearly labeled with the owner’s name and a contact telephone number.
9. The owner is solely responsible for any damage, theft or injuries associated with the use of a “volleyball court”.
10. Other requirements and conditions may be imposed if deemed to be in the interest of public safety as determined by the SRIA If a “volleyball court” is found to be in violation of the above rules or based on a “then existing compelling” public safety need:

**Violation of policy:**

For a **first offense**, the “volleyball court” shall be removed by the Authority via the Pensacola Beach Public Works Department.

- a. After written notification to the owner, the “volleyball court” must be retrieved from the Pensacola Beach Public Works Department within 48 hours from the date of the notice, thereafter a \$5.00 per day fee will be charged.
- b. The owner must retrieve the “volleyball court” from the Pensacola Beach Public Works Department during a time when it is convenient for the Pensacola Beach Public Works Department.

For a **second offense**, the “volleyball court” shall be removed by the Authority via the Pensacola Beach Public Works Department.

- a. After written notice to the owner, if the “volleyball court” is not retrieved within 48 hours from the date of the notice, the “volleyball court” will be stored at the Pensacola Beach Public Works Department for a period of 30 days at a fee of \$5.00 per day.
- b. Any prior permission to place the “volleyball court” on public lands is revoked and the owner may not place it back on public lands.
- c. If the “volleyball court” is discovered back on public lands, it shall be disposed of by the Pensacola Beach Public Works Department.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: ROAD CLOSURES  
ADOPTED: 08-1999  
REVISED: 01-24-2024  
DEPT: EVENTS

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**Purpose:**

The purpose of the policy is to establish guidelines for the complete closure of public rights-of-way under the jurisdiction of the Santa Rosa Island Authority & Escambia County.

**Policy:**

All requests for complete closure of public rights-of-way for the purpose of recreational activities such as block parties or street dances shall be submitted in writing on the Santa Rosa Island Authority Events Application at least ninety (90) days in advance. However, SRIA staff may approve requests with less notice if sufficient time has been given to assure proper compliance and scheduling.

If the request is in compliance with SRIA policy, the SRIA Events Coordinator will confer with the Escambia County Sheriff's Department to determine if the normal traffic flow can be diverted without appreciable inconvenience to anyone concerned and that the road closing will create no hazards. In residential areas, letters of no objection must be received from all leaseholders/occupants within the barricaded area. Any objection by a leaseholder/occupant within the area to be barricaded will result in denial of the request.

Upon receipt of the completed application containing the results of the review by the SRIA Events Coordinator, the SRIA Executive Director will review and approve or deny the request for the road closure. If approved, the request along with SRIA determination shall be forwarded to Escambia County Traffic Engineering for final review and approval.

If the request for road closure is approved, the applicant must:

- A. Comply with the existing noise ordinances and residential parking restrictions.
- B. Provide the barricades necessary to close the street in accordance with the review and recommendations of the Escambia County Public Works Director or their designated representative.
- C. Clean the area and remove the barricades immediately following the conclusion of the event.
- D. Provide security as determined by the Escambia County Sheriff's Department and/or SRIA.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: USE OF CORE AREA PUBLIC PARKING LOTS ON PENSACOLA BEACH  
ADOPTED: 06-12-2019  
REVISED: 10-25-2023  
DEPT: EVENTS

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**Purpose:**

The purpose of this policy is to provide for the regulation of the use of one or more parking stalls in any core area public parking lot on Pensacola Beach for a special event requiring approval of the Santa Rosa Island Authority (“Special Event”). The core area of Pensacola Beach is defined as that geographic area of Pensacola Beach south of the toll booths on Pensacola Beach Boulevard, West of Avenida 10 and east of the Holiday Inn Express leasehold, excluding SRIA parking lot.

**Policy:**

No Special Events for the use of one or more parking stalls in the Core Area shall be approved between April 1 and September 15.

**Exceptions:**

1. The following can apply to the Santa Rosa Island Authority for an exception to the policy prohibiting Special Events use of one or more parking stalls in the Core Area between April 1 and September 15:
  - a. Any Special Event that vacates and returns to use by the public any and all parking stalls used for the Special Event by 10:00 AM (Central Time) on the day of the Special Event. However, no Special Events that requires the closure of all, or part, of Via DeLuna in the Core Area shall be approved between June 1 and August 31.
  - b. The Blue Angels Airshow.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: USE OF PUBLIC FACILITES ON PENSACOLA BEACH  
ADOPTED: 10-01-1997  
REVISED: 06-06-2001, 12-11-2006, 05-21-2019, 10-25-2023  
DEPT: EVENTS

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**Purpose:**

The purpose of this policy is to set guidelines for the use of public facilities on Pensacola Beach.

**Policy:**

1. Santa Rosa Island Authority (SRIA) events will take priority over any other reserved events at the Gulfside Pavilion and the Quietwater Amphitheater.
2. Those wishing to use the Gulfside Pavilion, the Quietwater Amphitheater or other public facilities on Pensacola Beach, must complete the SRIA Events Application (as provided by SRIA staff), submit the correlating fees and provide proof of insurance as required by the SRIA.
3. Event Producers must abide by all applicable SRIA, County, State, Federal, and other applicable government rules and regulations.
4. The SRIA requests that Event Producers keep in mind when planning their events that the facilities are intended to provide broad-based enjoyment and entertainment to the general public.
5. The SRIA further requests that Event Producers and those using the Gulfside Pavilion, Quietwater Amphitheater or other public facilities conduct themselves in accordance with the standards of behavior which are generally accepted and followed by those in our community.
6. Event Producers must comply with all SRIA policies and requirements on the display of banners and/or signs in connection with their event.
7. Security is to be provided by the Event Producers if required by the Escambia County Sheriff's Department and/or SRIA.
8. Event Producers are responsible for any and all clean-up efforts as it relates to their event. The Escambia County Public Works Department may require the Event Producer to obtain a dumpster for the disposal of materials based on the size, location, and nature of the event. The Event Producer is also responsible for relocation costs of existing County maintained dumpsters that must be removed from within the footprint of the event.
9. No cooking or open flames are allowed on any public pavilion, amphitheater, boardwalk, sidewalk, parking lot, etc., in connection with any event unless authorized by SRIA.

10. No roller blades, roller skates, skateboards, bicycles, or other vehicles or wheeled equipment are allowed on the pavilion, amphitheater, or boardwalks, with the exception of wheelchairs or other vehicles used for the disabled.
11. No animals are allowed on the pavilion, amphitheater, boardwalk, or beach with the exception of Service Animals as defined by Florida State Statute 413.08(1)(D).
12. Event Producers must obtain required permits and comply with all SRIA and County regulations/ordinances on and for the sale of any food, beverages, and event related materials.
13. Event Producers shall abide by Florida State Statute 877.03 Breach of the peace; disorderly conduct; and all profane, lewd and lascivious behavior prohibited by applicable SRIA, County, State, Federal, and other applicable government rules and regulations.
14. All requests to use the pavilion, amphitheater, or other public facilities should be submitted at least ninety (90) days in advance; however, the SRIA staff may approve requests with less notice if sufficient time has been given to assure proper compliance and scheduling.
15. If deemed to be in the public's interest, the Executive Director or their designated representative may waive any or all provisions of this policy.
16. SRIA staff shall seek SRIA Board approval for any large-scale events or other events SRIA staff deems appropriate.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: VENDOR FEES  
ADOPTED: 02-10-1999  
REVISED: 01-24-2024  
DEPT: EVENTS

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**Purpose:**

The purpose of this policy is to provide for more equitable competition between the businesses on Pensacola Beach holding a commercial lease with the Santa Rosa Island Authority and the vendors operating on Pensacola Beach for short-term periods during events approved by the Santa Rosa Island Authority.

**Policy:**

Commercial businesses or individuals seeking to conduct business on Pensacola Beach as a vendor for an approved special event that does not have an existing commercial lease on Santa Rosa Island, must register with the Santa Rosa Island Authority and pay a vendor fee. All such vendors must be sanctioned by the Event Producer and approved by the Santa Rosa Island Authority.

The fee is as follows:

\$100 per event per vendor

Commercial leaseholders participating in events on Pensacola Beach are exempt from payment of the vendor fee as established in this policy. However, the commercial leaseholder shall report all earnings and fees to the SRIA as gross revenues on the required SRIA monthly report form.

Vendor fees may be waived at the discretion of the SRIA, depending on the magnitude or size of the event.

This policy applies to individual vendors and those vendors operating through another agency such as the Boardwalk Merchants Association, Gulfside Market, etc.

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## SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: CASH HANDLING AND ELECTRONIC PAYMENTS  
ADOPTED: 11-15-2023  
DEPT: FINANCE

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### **Purpose:**

The purpose of this policy is to provide guidance for the accurate and secure processing of funds received by the Santa Rosa Island Authority. Deviation from the policy and procedures set throughout in this document are prohibited. The policy and procedures shall be implemented to the maximum degree practicable to manage risks such as theft and manipulation of collection systems. The Finance Department may create more stringent guidelines specific to the department's operation but will not change or substitute the policy and procedures within this document.

### **Policy:**

These controls are designed to ensure customers that their payments are secure, as well as safeguard the organization against mishandling of funds.

The term "payment" shall include coin, currency, checks, money orders, credit and debit card transactions.

#### 1. General Controls

- a. Receipts must be given for all payments. Whether the receipt is manual or electronic, transactions need to be properly entered into the SRIA revenue log as "cash", "check", or "credit card" to properly reconcile the daily transaction totals.
- b. Physical protection of funds using vaults, locked cash boxes or cash drawers will be practiced at all times.
- c. Under-assessed fees shall be brought to the attention of the Director of Finance as soon as the underpayment is discovered. All practicable efforts should be made to collect outstanding balances.

#### 2. Segregation of Duties

Segregation of duties is an important component of the internal control environment and serves as a deterrent to fraud or concealment of errors. It is designed to protect one person from the sole responsibility for all cash handling. Ideally, the cash handling process should be separated into the following three functions:

- a. Payment Collection
  - Handling payments and receipting transactions either manually or

- electronically
- Preparing a daily balancing of the collections received
- Performing a reconciliation of credit card receipts
- Preparing a Deposit Transmittal Form
- b. Depositing and Recording
  - Preparing bank deposit and deposit slip
  - Reviewing the applicable revenue codes in the Finance accounting system to ensure monies collected are properly recorded
- c. Control Activity
  - Reviewing daily cash balancing of the collections received
  - Reconcile collections and deposits to the general ledger

### 3. Employee Responsibilities

Persons with assigned cash handling responsibilities will be given clear written procedures regarding the handling and control of payments and shall be required to read these cash handling procedures and sign an acknowledgement stating they have read and understand them.

### **Collecting Payments:**

#### 1. Accepting Cash Payments

- a. Care must be taken when accepting cash. Always double count cash, especially large amounts and payments with many bills.
- b. Receipts must be given for all payments. Whether the receipt is manual or electronic, transactions need to be properly entered into the SRIA revenue log as “cash”, “check”, or “credit card” to properly reconcile the daily transaction totals.
- c. Inspect large bills closely (\$20s and above) for counterfeit with a counterfeit detection marker.

#### 2. Accepting Check and Money Order Payments

- a. Checks are to be written to “*Santa Rosa Island Authority*” or “*SRIA.*” Any other information on the payee line is for the convenience of the department.
- b. Checks must be reviewed to make sure they are not post-dated (dated in the future) nor stale-dated (bank deposit date older than six months from the check date).
- c. Third party checks made out to one party and signed over on the back of the check to another party are not to be accepted.
- d. Checks should not be made payable for an amount greater than the transaction cost, nor should change be disbursed for payments made by check.

#### 3. Accepting Credit and Debit Card Payments

- a. MasterCard, Visa, American Express and Discover are the only credit cards that

- may be accepted.
- b. No surcharges may be placed on credit card transactions by the SRIA to cover processing costs. The only convenience fee to be charged is that of the merchant services provider, none of which is retained by the SRIA.
  - c. A convenience fee of \$2.00 or 2.5%, whichever is greater, will be imposed on all Credit and Debit Card Payments. Such fee is automatically programmed into the software and charged accordingly.
  - d. For over-the-counter transactions, a picture identification is required to be presented at the time of the transaction and compared to the credit card for fraud prevention.
  - e. For credit card payments made by telephone, the customer's name as it appears on the credit card or debit card, telephone number, card number, expiration date, zip code, and CVV security code on the card (three-digit for Visa, MasterCard and Discover, four-digit for American Express) must be obtained. Additionally, staff should obtain an email address in order to forward receipt of payment at the conclusion of the transaction. The credit card transaction must be processed at the time the customer is on the phone, and none of the requested information shall be written down, with the exception of the email address. Requested information will be entered directly into the system. A confirmation number will be provided to the customer while on the phone followed by an email confirmation of the receipt.

### **Deposits and Reconciliation:**

Deposits should reconcile to independent documentation, including copies of receipts and accounting reports. Accounts Receivable shall review receipting, reconciling and transmittal of funds for deposit on a regular basis. Any discrepancy between the deposit and reconciliation must be thoroughly explained in writing by Accounts Receivable and signed by the Director of Finance.

### **Refunds:**

Fees paid in error or amounts paid incorrectly due to miscalculations will be refunded in an expedient manner. Refunds for purchases made by credit card must be made by crediting the card unless the length of time between the payment and refund prohibits a refund being made to the card. Refunds and void transactions must be processed by the Director of Finance or their designee.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: DISPOSITION OF EQUIPMENT/PROPERTY  
ADOPTED: 01-08-2003  
REVISED: 02-04-2004, 04-14-2004, 10-15-2008, 11-10-2021  
DEPT: FINANCE

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**Purpose:**

To provide staff with the authority to promptly and appropriately dispose of certain Santa Rosa Island Authority (SRIA) equipment/property that has reached the end of its useful life.

**Policy:**

- I. The following guidelines apply to equipment/property with an acquisition cost of less than \$1,000.00:
  - A. As necessary, the SRIA staff will prepare a list of equipment that has been deemed to be surplus or obsolete. The list will include a description of the equipment, serial numbers if applicable, and an acquisition date, if available.
  - B. A committee comprised of the Administration & Leasing Director, the Finance Director and the Development Services Director will meet to review the list of equipment and verify the need for disposition. The recommendation of the committee will be provided to the Executive Director for final review.
  - C. Following approval by the SRIA Executive Director, the equipment shall be disposed of as follows:
    1. Any equipment and/or property deemed to have no value, as determined by the SRIA Executive Director, shall be disposed of in an environmentally safe manner.
    2. The list of equipment and/or property deemed to have value will be provided to other Escambia County agencies to see if they can make use of the equipment and/or property.
    3. Any equipment and/or property not needed by other Escambia County agencies will be offered to the Pensacola Beach Elementary School.
    4. The equipment and/or property will then be advertised to the public for purchase.
    5. The equipment will be available at no charge to any non-profit organization upon request.
    6. The remaining equipment and/or property will be disposed of in an environmentally safe manner.

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SANTA ROSA ISLAND AUTHORITY BOARD POLICY MANUAL

TITLE: PURCHASING PROCEDURES  
ADOPTED: 07-12-2006  
REVISED: 11-08-2006, 03-27-2024  
DEPT: FINANCE

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**Purpose:**

The purpose of this policy is to set procedures for large purchases/expenditures.

**Policy:**

1. All purchases totaling \$999.99 or less do not require formal bids or written proposals; however, every effort should be made to obtain the lowest price from a reliable vendor.
2. All purchases over \$1,000.00 require approval from the Department Director and confirmation of the budget allocation by the Finance Director.
3. All purchases from \$2,500.00 to \$49,999.99 may be processed without a formal bid, provided that competitive prices, quotes or proposals are solicited in writing from at least three sources. Non-quotes or web-site quotes may be utilized, as long as documented, to satisfy one of the three required sources. This information is maintained in the purchase order file. Single source vendors must be approved by the Executive Director and accompanied by a justification memo to be attached to the purchase order.
4. All purchases over \$50,000.00 require SRIA staff to request and receive formal bids in accordance with Escambia County and State of Florida purchasing guidelines and approval from the SRIA Board prior to issuing the purchase order. It is SRIA policy to accept the low bid which meets the requirements of the solicitation on all projects unless the solicitation has identified specific criteria other than price for determining the bid award. Written bids and proposals should be maintained in a bid file as supporting documentation for the approved requisition and purchase order.
5. Purchases from \$2,500.00 to \$49,999.99 may be exempt from three written quotes if the items to be purchased will be within one of the following categories:
  - A. Purchases at the units' prices in county, state or other government contracts or national cooperative purchasing programs.
  - B. Emergency purchases

6. Exemptions:
  - A. Vehicle and/or equipment repairs, subject to the Department Director or Executive Director seeking the most cost effective and/or efficient source for the repair.
  - B. Requisitions for a collection of items for which the total requisition ranges from \$1,000.00-\$5,000.00, providing that no individual item on the same requisition exceeds \$2,500.00.
7. In the event of extenuating circumstances, the Executive Director shall have the authority to grant a waiver of the normal procedures in order to expedite purchases of an urgent, critical, or essential nature.