

Development & Leasing Committee  
April 28, 2021  
Item B-5

Request by Octavio and Silvia Machado- 212 Ariola Dr.- Lot 4, Block 15 Villa Primera- to renew their lease for another 99 year term, under like covenants, provisions, and conditions, as are in the lease contained, including an option for further renewals. (Staff report by Robbie Schrock)

**Background:**

The lease for 212 Ariola Dr. expires on April 22, 2048. The leaseholders are exercising their right to renew the lease with "Like covenants, provisions and conditions as are in this lease contained, including an option for further renewals". **The SRIA Staff and Legal are waiting for an updated draft of the lease amendment from the lessees, who have been advised to consult with an attorney about the drafting of the lease amendment.**

**Recommendation:**

Staff recommends approval of the request by Octavio and Silvia Machado- 212 Ariola Dr.- Lot 4, Block 15 Villa Primera- to renew their lease for another 99 year term, under like covenants, provisions, and conditions, as are in the lease contained, including an option for further renewals; subject to staff and legal signoff.

## Kara Gauntt

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**From:** Octavio Machado <maccon2@cox.net>  
**Sent:** Wednesday, April 14, 2021 4:09 PM  
**To:** Kara Gauntt  
**Cc:** Paul Machado; Silvia Machado  
**Subject:** Re: 212 Ariola

To Kara Gauntt,

This email is to request Renewal of the Lease on 212 Ariola Dr. and to request to be put in the Committee Agenda for April 28 , 2021 .

Thank you, and best regards,  
Octavio J. Machado

Sent from my iPad

PREPARED BY:  
OCTAVIO J. MACHADO  
2305 Malysa Place  
Pensacola, Fl. 32504

## **AMENDMENT TO RESIDENTIAL LEASE**

**THIS AMENDMENT TO RESIDENTIAL LEASE** is entered into by and between **SANTA ROSA ISLAND AUTHORITY** (hereinafter "Authority") and Octavio J. Machado and Silvia D. Machado, as Trustees of the Octavio J. Machado Revocable Trust Agreement and Silvia D. Machado Revocable Trust Agreement dated August 2, 2002, (hereinafter "lessee").

### **RECITAL**

**WHEREAS**, Authority and M. M. Finman, original lessee, entered into that certain Residential Lease on April 23, 1949 (the "lease," which term shall include and refer to all subsequent amendments and assignments), which lease was recorded in Official Records Book 350 at page 138, of the public records of Escambia County, Florida; for the following-described premises:

**Lot 4 Block 15, in Residential Subdivision No. 1, at Pensacola Beach on Santa Rosa Island in Escambia County, Florida.**

**WHEREAS**, the Lease was ultimately assigned to and assumed by Lessee under that certain Assignment of Leasehold Interest dated August 2, 2002 and recorded in Official Records Book 4952, at page 1118 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 April 23, 1949 (the "Initial Lease Term"); and,

**WHEREAS**, the Lessee, pursuant to paragraph 14 of the Lease, has provided the Authority with written notice of its 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 May 12, 2021 the Authority renewed 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.

**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 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:

The Lease will renew for an additional ninety nine (99) year term upon the expiration of the Initial Lease Term beginning April 23, 2048 or as sooner terminated as provided in the Lease.

3. In all other respects, the Lease as amended shall remain unmodified or amended, including an option for further renewals, except as set forth herein.

4. This Amendment to Residential Lease shall be effective as of the date the last party hereto executes.

**AUTHORITY:**

SANTA ROSA ISLAND AUTHORITY

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

ATTEST:

\_\_\_\_\_  
Secretary

Dated this 12th day of May, 2021

WITNESSES AS TO SANTA ROSA ISLAND AUTHORITY:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Print Name:

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this the \_\_\_\_ day of \_\_\_\_\_ 2021 by Thomas Campanella and Liz Callahan personally known to me to be the Chairperson and Secretary/Treasurer, respectively, of the Santa Rosa Island Authority, an agency of Escambia County, Florida, for and on behalf of said Authority.

\_\_\_\_\_  
Notary Public, State of Florida

**LESSEE:**

\_\_\_\_\_  
**Octavio J. Machado, as Trustee**

\_\_\_\_\_  
**Silvia D. Machado, as Trustee**

Dated this day the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

**STATE OF FLORIDA**  
**COUNTY OF Escambia**

The foregoing instrument was acknowledged before me this the \_\_\_\_ day of \_\_\_\_\_, 2021 by Octavio J. Machado and Silvia D. Machado, as Trustees of the Octavio J. Machado Revocable Trust Agreement and Silvia D. Machado Revocable Trust Agreement dated August 2, 2002, ( ) who are personally known to me or ( ) who produced a driver's license as identification.

\_\_\_\_\_  
Notary Public, State of Florida

OR BK 4952 PG 1118  
Escambia County, Florida  
INSTRUMENT 2002-994270

DEED DOC STAMPS PD & ESC CO \$ 0.70  
08/09/02 ERNIE LEE HERRERA, CLERK  
By: *[Signature]*

10.50  
4.00  
10

Return to: Octavio J. & Silvia D. Machado  
2305 Malysa Pl.  
Pensacola, FL 32504

Prepared by: Kathleen K. DeMaria  
Smith, Sauer & DeMaria  
Post Office Box 12446  
Pensacola, FL 32582-2446

This assignment is being prepared without the examination of title,  
with the legal description being provided to preparer by "grantor".

**ASSIGNMENT OF LEASE**  
**FROM SANTA ROSA ISLAND AUTHORITY**

The undersigned, Octavio J. Machado and Silvia D. Machado, husband and wife, as lessee(s) (or substitute lessee(s) by assignment), under that certain lease agreement between Santa Rosa Island Authority and M. M. Finman, dated the 23rd day of April, 1949, and recorded February 19, 1952 in Deed Book 350 at Page 138 of the public records of Escambia County, Florida, covering the following described property on Santa Rosa Island in Escambia County, Florida, to-wit:

Lot 4, Block 15, Villa Primera, a subdivision on Santa Rosa Island in Escambia County, Florida, according to the plat of said subdivision recorded in Plat Book 2, Page 78 of the public records of that county (said subdivision also being known as "Subdivision No. 1" at Pensacola Beach, on Santa Rosa Island, in Escambia County, Florida.)

THIS IS NOT THE HOMESTEAD OF THE GRANTOR.

Bearing Parcel Identification No. 28-2S-26-1800-004-015.

for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby sell, assign and transfer all of my right, title and interest in said lease and demised property and all of the improvements thereon to Octavio J. Machado and Silvia D. Machado as Trustees of the Octavio J. Machado Revocable Trust Agreement dated August 2, 2002, by and between Octavio J. Machado as Grantor and Octavio J. Machado and Silvia D. Machado as Trustees, whose post office address is 2305 Malysa Place, Pensacola, Florida 32504, whose Social Security No. is \_\_\_\_\_, and to Silvia D. Machado and Octavio J. Machado as Trustees of the Silvia D. Machado Revocable Trust Agreement dated August 2, 2002, by and between Silvia D. Machado as Grantor and Silvia D. Machado and Octavio J. Machado as Trustees, whose post office address is 2305 Malysa Place, Pensacola, Florida, 32504, and whose Social Security No. is \_\_\_\_\_.

Grantor of the trust has conferred on the trustee the power and authority to protect, conserve, sell, lease, encumber, or otherwise manage and dispose of the real property described in this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of August, 2002.

Executed in the presence of:

Witness Sign: [Signature]  
Witness Print: Jennifer C. Weldon

[Signature]  
Octavio J. Machado

Witness Sign: [Signature]  
Witness Print: JAN GRABERT

Social Security No. \_\_\_\_\_

Witness Sign: [Signature]  
Witness Print: JAN GRABERT

[Signature]  
Silvia D. Machado

Witness Sign: [Signature]  
Witness Print: Jennifer C. Weldon

Social Security No. \_\_\_\_\_

RCD Aug 09, 2002 11:43 am  
Escambia County, Florida

STATE OF FLORIDA

ERNIE LEE MABANA  
Clerk of the Circuit Court  
INSTRUMENT 2002-994270

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of August, 2002, by Octavio J. Machado and Silvia D. Machado,

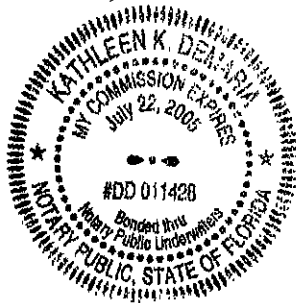
to me personally known

Identified by Driver's License

Identified by \_\_\_\_\_

[Signature]  
NOTARY PUBLIC

(NOTARY SEAL)



Kathleen K. DeMaria  
Printed Name

My Commission Expires:

SANTA ROSA ISLAND AUTHORITY  
**Residential Lease**

THIS LEASE AGREEMENT entered into by and between Santa Rosa Island Authority, herein called Authority, as an agency of Escambia County, Florida, and M. M. Firman

address: Pensacola Rug & Shade Company  
herein called lessee, whether singular or plural,

WITNESSETH:

(1) The Authority does hereby grant, demise and lease to the lessee, in consideration of the rents and covenants herein reserved and contained, certain property on Santa Rosa Island, in Escambia County, Florida, described as follows:

Lot No. 4 in Block No. 15 of Subdivision No. 1,  
at Pensacola Beach, on Santa Rosa Island,  
in Escambia County, Florida

To have and to hold the said premises unto the lessee for and during the full term and period of 99 years from the 23rd day of April, 1949, or until sooner terminated as herein provided.

(2) Lessee covenants and agrees to pay, and the Authority hereby reserves, an annual rental of \$ 190.00, payable annually in advance, receipt of the first year's rental being hereby acknowledged. While it is believed that the leased property and improvements are exempt from all ad valorem taxes, lessee shall pay any such taxes that may be lawfully assessed against the said property or improvements. The Authority agrees to credit on account of such annual rental the amount lessee may pay in any one year for ad valorem taxes on the demised premises or the improvements thereon not to exceed 33-1/3% of the annual rental. In event the Authority has not completed access roads to the demised premises and surveyed and graded the said premises by July 1, 1950, lessee may within 60 days thereafter at lessee's option, rescind this lease and claim a refund of all rental theretofore paid.

(3) The above described property is leased to lessee as residential property for the purpose of constructing and maintaining a beach home or seasonal or permanent residence thereon. Lessee covenants and agrees at his own cost and expense to erect and complete a dwelling house on said property, according to and in conformity with plans to be approved by the Authority. Visible commencement of construction shall begin not later than 18 months from date, and said building shall be completed not later than 24 months from date, unless the times so fixed are extended for good cause by the Authority.

(4) Title to any building or other improvements of a permanent character that shall be erected or placed upon the demised premises by the lessee shall forthwith vest in said Escambia County, subject, however, to the term of years and option to renew granted to lessee by the terms of this lease. In event lessee shall not commence or complete the building or buildings herein required to be constructed within the times provided, and if the Authority shall give lessee written notice to forthwith commence or complete the same by a date specified in such notice, which shall be at least sixty (60) days from the date of the giving of such notice, and if the lessee shall fail to commence or complete said building or buildings on or prior to the date so specified, then and thereupon the terms of this lease shall cease on the date specified in said notice, in the same manner and with the same effect as if that were the expiration of the original term of this lease without option or right to renew the same.

(5) In event of damage to or destruction of any building herein required to be constructed on the demised premises by fire, windstorm, water or any other cause whatsoever, lessee shall at his own cost within a reasonable time repair or rebuild such building so as to place the same in as good and tenable condition as it was before the event causing such damage or destruction, and failure to do so shall constitute a breach of this lease.



(6) This lease and the demised premises are expressly subject to and bound by the covenants and restrictions applicable to property on the said Island dated February 10, 1949, and recorded in Deed Book 294, at Page 303, of the records of said county, and the said covenants and restrictions are all made a part hereof as if fully set forth herein.

(7) The lessee, if required by the Authority, shall exclusively use, at such reasonable rates or charges as may be fixed or approved by the Authority from time to time, such public utilities and public services relating to health and sanitation as shall be made available from time to time by the Authority or by others under agreement with or license or permit from the Authority, including without limitation the following: Electricity, gas, water, telephone and telegraph, sewerage and garbage collection or disposal. The reasonableness of rates fixed by the Authority shall always be subject to judicial review. Provided, however, lessee shall be not obligated to utilize sewage disposal facilities nor water facilities provided by the Authority during the first ten years of this lease, unless such facilities shall be available when the construction of the improvements upon the premises shall begin.

(8) Lessee further covenants and agrees as follows:

(a) Not to use or occupy the demised premises for any purpose or business other than herein specified, nor permit the same or any part thereof to be used or occupied for any purpose or business other than herein specified, 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.

(9) The Authority further covenants and agrees that if the lessee shall pay the rent 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 premises for the term aforesaid.

(10) In case any portion of the rental remains unpaid for the space of thirty (30) days after the time of payment herein fixed, or in case the lessee shall default in the performance of or breach any of the other covenants, conditions, terms and provisions of this lease and shall continue in such non-payment, default or breach after thirty (30) days' notice in writing from the Authority, then the Authority, in any such event, may declare this 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.

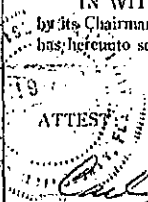
(11) Upon the expiration or sooner termination of this lease lessee shall be allowed a period of fifteen (15) days in which to remove all of his personal property, including such furnishings and fixtures installed by the lessee as may be removed without injury to the land and improvements; and lessee shall surrender possession of the land and improvements in as good state and condition as reasonable use and wear will permit.

(12) No failure, or successive failures, on the part of the Authority to enforce any covenant or agreement, or no waiver, or successive waivers, on its part of any condition, agreement, covenant or provision herein shall operate as a discharge thereof or render the same invalid, or impair the right of the Authority to enforce the same in event of any subsequent breach or breaches. The acceptance of rent by the Authority shall not be deemed a waiver by it of any earlier breach by the lessee, except as to such covenants and conditions as may relate to the rent so accepted.

(13) This lease may, with the written consent of the Authority, be assigned, pledged or transferred. Each and all of the provisions, agreements, covenants and conditions of this lease shall extend to, and shall bind and be obligatory upon, or inure to the benefit of, the successors, personal representatives, heirs and assigns of the parties.

(14) In event lessee shall fully perform all the terms, provisions and conditions on his part to be performed for the full term of this lease, lessee shall have the right and privilege at his election to renew this lease for a further term of 99 years, by giving the Authority written notice of such election to renew not later than six (6) months prior to the expiration of the original term. Such renewal shall be on the like covenants, provisions and conditions as are in this lease contained, including an option for further renewals.

IN WITNESS WHEREOF, the said Santa Rosa Island Authority has caused this instrument to be signed by its Chairman, attested by its Secretary, and the seal of the Authority to be affixed hereto; and the said lessee has hereunto set his hand and seal, in duplicate, this 23rd day of April, 1949.



*Carl J. Johnson*  
Secretary

SANTA ROSA ISLAND AUTHORITY

By: *J. W. Ahern*  
Chairman

WITNESSES (as to Lessee):

*Christen O. Long*  
*W. M. Timmons*

*W. M. Timmons* (SEAL)  
Lessee

\_\_\_\_\_  
Lessee (SEAL)

STATE OF FLORIDA }  
ESCAMBIA COUNTY }

Before me, the undersigned Notary Public, personally appeared J. H. Sherrill, well known to me and known to me to be the Chairman of Santa Rosa Island Authority, and acknowledged that he executed the foregoing instrument for and in the name of said Authority, as its chairman, and caused its seal to be thereto affixed, pursuant to due and legal action of said Authority authorizing him so to do.

WITNESS my hand and official seal this 23rd day of April, 1949.

*Judy King*  
Notary Public  
My commission expires: 6/22/52



NO. 33908 FILED FEB 19 1952  
AT 12:12 O'CLOCK P.M.  
RECORDS OF ESCAMBIA COUNTY, FLORIDA, IN THE  
BOOK AND PAGE NOTED ABOVE  
LANGLEY BELL CLERK CIVIL COURT  
*J. M. Home*  
DEPUTY CLERK

Recommendation for interim legal services. (Staff report by Leigh Davis)

Background:

The RFP for Legal Services for the SRIA was advertised in the PNJ on March 13, 14, 20, & 21, 2021; Gulf Breeze News the weeks of March 11, 2021 and March 18, 2021; and the Island Times March 16, 2021 edition.

RFP bid proposals were due by 5pm on April 6, 2021.

On April 7, 2021 at 9am, staff met to open the bids. No bids were submitted.

At the April 14, 2021, meeting, staff provided an update to the Board under Old Business, Item #4. After considerable discussion, the Board unanimously approved staff engaging counsel and bringing back a contract or proposal to the next meeting after vetting the three firms who were interested.

Analysis:

During the week of April 19, staff interviewed the three firms previously identified in the April 14<sup>th</sup> report as potential candidates for legal representation (Attachment #1). Those firms were: Beggs & Lane; Lindsay & Andrews; and Quintairos, Prieto, Wood & Boyer.

Interview questions were posed to evaluate criteria established in the RFP with emphasis on the following:

1. Firm experience including experience in public sector/governmental law; real estate law as related to long-term leases both residential and commercial; and land use, zoning, growth management, and environmental law;
2. Depth and breadth of the proposed attorney team; and
3. Accessibility and responsiveness.

All firms had considerable experience in public sector/governmental law, and two had extensive experience working with lease structures specific and/or similar to Santa Rosa Island.

Two of the three firms provide significant depth and capacity for back-up support and workload.

All firms interviewed had a local presence and are immediately available to begin transition with current legal counsel.

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Based on the interviews and evaluation criteria, Beggs & Lane best meets the needs of the Authority and is being recommended. A draft contract is provided as Attachment #2 for Board review.

The proposed contract contemplates a flat retainer fee of \$1,100 per month to cover approximately five (5) hours of work for attendance at the bi-monthly meetings of the SRIA Board and its Committees. Work on other matters will be billed by Beggs & Lane and paid by SRIA at the hourly rates listed in Schedule B (Attachment #2, page 5).

The proposed term is for a period of one year with the right to extend this Agreement for an additional period at which time the SRIA and Firm may agree to negotiate new terms. Any extensions of the Agreement will require reauthorization by the SRIA Board.

Recommendation:

Staff recommends retaining Beggs & Lane as interim counsel and that the proposed contract be brought before the full board on May 12, 2021.

**Potential Legal Firms and Partners  
for SRIA Legal Services 2021**

<b>FIRM</b>	<b>PARTNER</b>	<b>Contacted</b>	<b>Interested</b>
Beggs & Lane	Mary Jane Bass	yes	yes
Erica Reed	Erica Reed	no longer in practice	
Galloway Johnson Tompkins Burr		left message	
Lindsay & Lindsay	Heather Lindsay	no longer in practice (Mayor of Milton)	
Lindsay & Lindsay	Allen Lindsay	left message	
Lindsay & Lindsay	Roy Andrews	yes	yes
Matthews & Higgins, LLC	Larry Matthews	does not meet SRIA needs	
Quintairos Prieto Wood & Boyer	Frank Bozeman	does not do this type of work	
Quintairos Prieto Wood & Boyer	John Asmar	yes	yes
Quintairos Prieto Wood & Boyer	Ben Zimmern		
Shell Fleming Davis & Menge	Louis Maygarden	no longer in business	

**Agreement for Legal Services Between  
the Santa Rosa Island Authority and Beggs & Lane, RLLP**

This Agreement, effective on the \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), is made and entered into by and between the Santa Rosa Island Authority (the “SRIA”), and Beggs & Lane, RLLP (“Beggs & Lane” or the “Firm”).

WHEREAS, Beggs & Lane, RLLP, has expressed interest in providing legal services to the SRIA;

WHEREAS, the SRIA voted on \_\_\_\_\_, 2021 to retain Beggs & Lane to provide legal services as described on Schedule A attached hereto;

THEREFORE, in consideration of the mutual agreements, terms and conditions herein contained, the SRIA and Beggs & Lane agree as follows:

1. **Services to be Provided and Compensation.** Beggs & Lane will provide legal services as described in the Scope of Work attached hereto as **Schedule A**. The SRIA shall pay Beggs & Lane a flat retainer fee of one thousand, one hundred dollars (\$1,100.00) per month to cover approximately five (5) hours of work for attendance at the bi-monthly meetings of the SRIA Board and its Committees. Work on other matters will be billed by Beggs & Lane and paid by SRIA at the hourly rates for lawyers and paralegals listed on the fee schedule attached hereto as **Schedule B**.

2. **Separately Negotiated Matters.** Compensation for matters related to bond issuance and financing or securities are not included within the scope of the preceding paragraph 1., above, and will be separately negotiated in accordance with accepted and prevailing practices at the time such legal representation is requested.

3. **Costs.** Beggs & Lane will charge, and the SRIA agrees to pay, all costs and expenses reasonably incurred in connection with Beggs & Lane’s representation of the SRIA. The cost charged for copies will be \$.10 per page, and the rate for mileage will be the rate set by the IRS annually, or at such other amounts as established and required by Florida law. Mileage will not be charged for trips to and from the SRIA, or within the immediate surrounding area. Other travel and costs will be charged in the amount incurred by the Firm and as allowed by law.

4. **Invoices.** Beggs & Lane will provide detailed monthly invoices for all work performed under this Agreement, whether such work is performed under the retainer or at the hourly rates set forth on Schedule B. The invoices will include a description of the work performed, the time spent, and costs incurred for the month.

5. **Primary Contact.** Mary Jane Bass will serve as the lead Attorney for the SRIA and the main point of contact for the Firm.

6. **Malpractice Insurance.** At all times during the term of this Agreement, Beggs & Lane will maintain professional liability insurance in excess of two million (\$2,000,000.00) per

occurrence. A copy of the Firm's current malpractice insurance declaration's page is attached hereto as **Schedule C**.

7. **Public Records.**

(a) The Firm shall comply with Florida's public records laws, Chapter 119, Florida Statutes, and satisfy The Firm's duties thereunder as follows:

1. Keep and maintain public records required by the SRIA and/or related to performance of the services.
2. Upon request from the SRIA's custodian of public records, provide the SRIA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Upon completion of the Work, transfer, at no cost, to the SRIA all public records in possession of The Firm or keep and maintain public records required by the SRIA and/or related to performance of the service. If the Firm keeps and maintains public records upon completion of the Work, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the SRIA, upon request from the SRIA's custodian of public records, in a format that is compatible with the information technology systems of the SRIA.

**4. IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, IT SHALL CONTACT THE SRIA'S CUSTODIAN OF PUBLIC RECORDS, AT (850) 932-2257, [add email address].**

(b) Failure of the Firm to comply with requests for public records in accordance with the following procedures shall be deemed noncompliance:

1. A request to inspect or copy public records relating to this Agreement for services must be made directly to the SRIA. If the SRIA does not possess the requested records, the SRIA shall immediately notify the Firm of the request, and The Firm must provide the records to the SRIA or allow the records to be inspected or copied within a reasonable time.
2. If the Firm does not comply with the SRIA's request for records, the SRIA shall enforce these provisions in accordance with the default and enforcement provisions of this Agreement.

3. Should the Firm fail to provide requested public records to the SRIA within a reasonable time, the Firm may be subject to penalties under s. 119.10, Florida Statutes.

8. **Conflicts.** In the event any conflicts develop during the course of the firm’s representation of the SRIA, the firm will resolve the conflicts in accordance with the Florida Bar’s Rules of Professional Responsibility.

9. **Term of the Agreement.** The term of this Agreement is for period of one (1) year from the Effective Date. The SRIA and the Firm agree that no increase or change to the fees listed on **Schedule B** will be made during the term. The SRIA shall have the right to extend this Agreement for an additional period, at which time the SRIA and the Firm may agree to negotiate new terms. An extension of the Agreement will require reauthorization by the SRIA Board. If both parties cannot agree on conditions and terms for an extension, the existing Agreement will be allowed to expire.

10. **Termination for Convenience.** The SRIA or Beggs & Lane may terminate this Agreement for convenience upon thirty (30) days written notice, provided to:

**For the SRIA:** Leigh Davis  
Executive Director  
Santa Rosa Island Authority  
One Via de Luna Drive  
Pensacola Beach, FL 32561

**For Beggs & Lane:** Mary Jane Bass  
Beggs & Lane, RLLP  
501 Commendancia Street  
Pensacola, FL 32502

No new matter will be assigned to the Firm following notice of termination; however, the SRIA and Beggs & Lane may agree that particular matters assigned prior to the termination date will be continued by the Firm up to completion of the particular matters.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

**SANTA ROSA ISLAND AUTHORITY**

**BEGGS & LANE, RLLP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## SCHEDULE A Scope of Work

1. Provide legal advice, counsel, services, and consultation to the Santa Rosa Island Authority elected and appointed officials, representatives, and employees on a wide variety of civil assignments;
2. Answer requests for legal opinions, in writing and verbally. Prepare written legal opinions at the request of the Santa Rosa Island Authority elected and appointed officials, representatives, and employees. Availability to answer staff questions by telephone;
3. Appear before courts and administrative agencies to represent the Santa Rosa Island Authority's interests;
4. Provide guidance and legal advice on the Government-in-the-Sunshine Law, the Freedom of Information Act, Robert's Rules of Order, Board rules and procedures, and the Santa Rosa Island Authority Special Act, Laws of Florida, Chapter 24500 as amended;
5. Assist the Santa Rosa Island Authority officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions;
6. Prepare and review ordinances and resolutions for legal correctness and acceptability;
7. Review lease renewals for legal correctness and acceptability;
8. Prepare and review contracts and other documents for legal correctness and acceptability;
9. Review and redraft Board policies for legal correctness and acceptability. This would include: SRIA Personnel Manual and SRIA Board Policy Manual;
10. Attendance of all Santa Rosa Island Authority Board and Committee Meetings;
11. Assist in Quasi-Judicial hearings such as variance requests, rezonings, or density increases;
12. Prepare and serve default notices and lease terminations to leaseholders;
13. Perform other legal services and tasks, as requested.

SCHEDULE B  
Hourly Rates

Senior Partner	\$295.00
Junior Partner	\$260.00
Associate	\$225.00
Paralegals	\$110.00

SCHEDULE C  
Malpractice Insurance Declaration

(will be provided prior to final contract authorization scheduled for May 12, 2021)