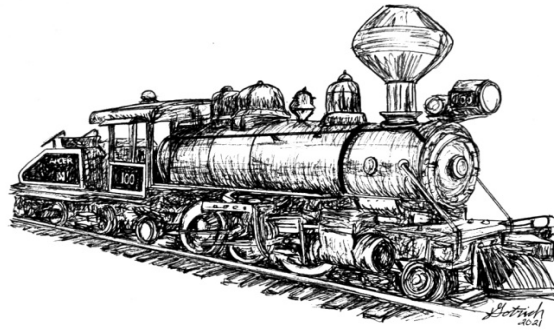


Town of Century
7995 N. Century Blvd.
Century, Florida 32535



www.TownOfCenturyFlorida.com
(850)256-3208

Council Meeting Agenda
7995 N Century Blvd.
April 18, 2023
7:00 p.m.

Confirm Advertisement of Council Meeting/Bill List Review

1. Open Meeting with Prayer
2. Pledge of Allegiance
3. Roll Call
4. Public Forum
5. Ministerial Act Approval of Bill List April 18, 2023 Bill List
6. Mayor Boutwell Pensacola & Perdido Bay Estuary Program
7. Mayor Boutwell Camp Fire Century, Emergency Preparedness Plan
8. Leslie Howington Emerald Coast Regional Council
9. Staff Reports
10. Mayor's Report
11. Council Comments
12. Public Forum
13. Adjourn

§ In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding should contact the Town Clerk no later than noon the day of the meeting to request assistance.

§ If HEARING impaired, please contact TDD (TDD-Telecommunications Device for the Deaf) at 1-800-955-8771.

§ If VOICE impaired, please contact the Florida Relay Service at 1-800-955-8770, for assistance.

§ If a person decides to appeal any decision with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for that purpose, he may need to ensure that a "verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal to be based." Minutes of the Town Council meetings can be obtained from the Town Clerk's office. The cost of duplication and/or court reporter will be at the expense of the requesting party. Minutes are recorded, but are not transcribed verbatim.

Town of Century
April 18, 2023
Bill List

Account Number	Account Name	Payee	Amount	Inv #	Month	Date Paid	YTD Spent	Annual Budget
		CRA Fund						
CRA Expense	CRA Expense	Tri City Ledger (CRA Annual Report)	\$52.00	3/30/2023	March			
		Total	\$52.00					
		Garbage Fund						
403-34-4-33004	Contract Residential Fee	Republic Services (monthly invoice)	\$8,645.00	0808-000821140	March		\$54,981.09	\$106,000.00
		Total	\$8,645.00					
		Gas Fund						
401-32-4-10000	Telephone Gas	AT&T Mobility (cell phones, hot spots)	\$119.54	3/17/2023	March		\$842.35	\$5,000.00
401-32-4-10000	Telephone Gas	C Spire (city hall)	\$82.51	3000695959-17	March		\$842.35	\$5,000.00
401-32-5-27161	Membership Fees	Florida Gas Utility (APGA annual membership)	\$19.00	7230324	March		\$1,262.64	\$1,000.00
401-32-8-10002	Consulting Services	Florida Gas Utility (monthly invoice)	\$500.00	7230324	March		\$3,000.00	\$6,000.00
401-32-8-15000	Advertisement	Florida Gas Utility (public awareness and damage prevention for March 2023)	\$270.00	7230324	March		\$2,203.99	\$3,000.00
401-32-4-65000	Vehicle Expense Gas	JHB Auto Parts (door lock clip - Joe Brown's work truck)	\$5.99	52887	March		\$1,323.68	\$5,000.00
401-32-4-65000	Vehicle Expense Gas	JHB Auto Parts (windshield wash)	\$4.69	52549	March		\$1,323.68	\$5,000.00
		Total	\$1,001.73					
		General Fund						
100-41-4-67003	Equipment Maintenance Small	A 1 Small Engines (air filter, oil)	\$136.88	3/21/2023	March		\$4,707.66	\$7,000.00
100-12-4-10000	Telephone Admin	AT&T Mobility (cell phones, hot spots)	\$445.70	3/17/2023	March		\$5,446.73	\$9,000.00
100-41-4-10006	Telephone Street	AT&T Mobility (cell phones, hot spots)	\$249.90	3/17/2023	March		\$1,232.84	\$2,500.00
100-72-4-10007	Telephone Park	AT&T Mobility (cell phones, hot spots)	\$41.65	3/17/2023	March		\$124.91	\$500.00
100-12-4-60002	Building Maintenance Habitat	Bondurant Lumber & Hardware (alum screen, pry bar, bright finish, lattice -business center)	\$235.28	440946	March		\$282.27	\$3,000.00
100-12-4-60000	Building Maintenance City Hall	Bondurant Lumber & Hardware (anchor town hall wall displays)	\$9.99	440780	March		\$2,284.25	\$1,500.00
100-72-5-27002	Field Supplies Park	Bondurant Lumber & Hardware (padlock-parks)	\$49.96	440907	March		\$4,873.06	\$7,500.00
100-41-4-60002	Building Maintenance Habitat	Bondurant Lumber & Hardware (plywood treated -business center kitchen)	\$46.99	440956	March		\$282.27	\$3,000.00
100-12-5-27000	Operating Supplies Admin	Bondurant Lumber & Hardware (prime wrap carver community center)	\$86.99	440227	March		\$13,968.86	\$17,500.00
100-12-4-60000	Building Maintenance City Hall	Bondurant Lumber & Hardware (screws, bit hammer, bit holder -town hall wall displays)	\$18.60	440774	March		\$2,284.25	\$1,500.00
100-41-4-68001	Field Supplies Street	Bondurant Lumber & Hardware (sprayer bottle)	\$4.99	440948	March		\$6,290.36	\$10,000.00
100-12-4-10000	Telephone Admin	C Spire (city hall)	\$330.06	3000695959-17	March		\$5,446.73	\$9,000.00
100-12-4-61000	Office Equipment Maintenance	CIT (canon copier)	\$119.95	42042902	March		\$10,097.75	\$21,000.00

Town of Century
April 18, 2023
Bill List

Account Number	Account Name	Payee	Amount	Inv #	Month	Date Paid	YTD Spent	Annual Budget
10012-5-01007	Water Cooler Rental	Culligan (monthly invoice-varies)	\$21.91	497115	March		\$149.11	\$400.00
100-41-4-67003	Equipment Maintenance Small	JHB Auto Parts (2-roller ball bearing)	\$25.96	52155	March		\$4,707.66	\$7,000.00
100-41-4-67003	Equipment Maintenance Small	JHB Auto Parts (bearings, ratchet)	\$86.42	52697	March		\$4,707.66	\$7,000.00
100-41-4-68001	Field Supplies Street	JHB Auto Parts (universal joint)	\$27.99	52699	March		\$6,290.36	\$10,000.00
100-72-5-27002	Field Supplies Park	Philip May (cleaner, bowl cleaner)	\$119.85	154472	March		\$4,873.06	\$7,750.00
100-72-5-28000	Chemicals Park	Philip May (insecticide)	\$95.85	154472	March		\$1,140.30	\$2,500.00
100-12-4-10001	Alarm System City Hall	Protection One (alarm system city hall)	\$105.49	30204515	March		\$3,238.60	\$1,200.00
100-12-4-60001	Building Maintenance Ag Bldg.	Terminix (6001A Industrial Blvd)	\$91.24	431439493	March		\$182.48	\$3,000.00
100-41-4-67003	Equipment Maintenance Small	Thomas Radiator & Welding (4-sleeve casters, 4-caster wheel spacer)	\$73.48	14995	March		\$4,707.66	\$7,000.00
100-12-4-30100	Ag Bldg. Electric/Utilities	Town of Century (Ag Bldg.)	\$54.23	2/21/23-3/16/23	February/March		\$3,530.91	\$8,000.00
100-72-4-30003	Utilities Park	Town of Century (Alger Sullivan Park)	\$30.53	2/23/23-3/22/23	February/March		\$4,132.35	\$7,500.00
100-72-4-30003	Utilities Park	Town of Century (Carver School Park)	\$30.53	2/20/23-3/21/23	February/March		\$4,132.35	\$7,500.00
100-72-4-30003	Utilities Park	Town of Century (Century Ball Field)	\$13.59	2/23/23-3/22/23	February/March		\$4,132.35	\$7,500.00
100-72-4-30003	Utilities Park	Town of Century (Century Park Concessions)	\$197.44	2/23/23-3/22/23	February/March		\$4,132.35	\$7,500.00
100-12-3-15102	Helicopter Technology Expenses	Town of Century (Helicopter Technology)	\$40.53	2/21/23-3/16/23	February/March		\$2,049.31	
100-12-4-30001	Utilities Habitat	Town of Century (Micro Carver)	\$40.53	2/20/23-3/21/23	February/March		\$1,033.48	\$3,500.00
100-72-4-30003	Utilities Park	Town of Century (Roadside Park)	\$30.53	2/21/23-3/16/23	February/March		\$4,132.35	\$7,500.00
100-41-4-30002	Utilities Street	Town of Century (Shop)	\$73.04	2/23/23-3/22/23	February/March		\$5,163.90	\$9,000.00
100-72-4-30003	Utilities Park	Town of Century (Splash pad)	\$12.36	2/23/23-3/22/23	February/March		\$4,132.35	\$7,500.00
100-12-4-30000	Utilities City Hall	Town of Century (Town Hall)	\$30.53	2/21/23-3/16/23	February/March		\$3,954.45	\$10,000.00
100-72-4-30003	Utilities Park	Town of Century (Tri Co Little League)	\$32.51	2/23/23-3/15/23	February/March		\$4,132.35	\$7,500.00
		Total	\$3,011.48					
		Water Fund						
402-36-4-10000	Telephone Water/Sewer	AT&T Mobility (cell phones, hot spots)	\$202.84	3/17/2023	March		\$2,226.47	\$7,750.00
402-36-4-10000	Telephone Water/Sewer	C Spire (city hall)	\$247.55	3000695959-17	March		\$2,226.47	\$7,750.00
402-36-4-65000	Vehicle Expense Water/Sewer	JHB Auto Parts (oil)	\$56.28	52331	March		\$1,078.94	\$3,000.00
402-36-4-68001	Field Supplies Water	Philip May (bleach, wipe pop up, insecticide)	\$209.85	154473	March		\$21,789.44	\$30,000.00
402-36-4-36000	Utilities Sewer Lifts	Town of Century (Lift Stations #1-16, water pump, sewer pump)	\$100.62	2/15/23-3/15/23	February/March		\$10,033.64	\$25,000.00
402-36-5-40001	Rental Fee	United Rentals (pump rental)	\$1,363.60	187612779-032	April		\$20,533.20	\$10,000.00
		Total	\$2,180.74					

Town of Century
April 18, 2023
Bill List

Account Number	Account Name	Payee	Amount	Inv #	Month	Date Paid	YTD Spent	Annual Budget
		Grand Total	\$14,890.95					

Town of Century

April 18, 2023

Bill List

Payee	Amount
A 1 Small Engines	\$136.88
AT&T Mobility	\$1,059.63
Bondurant Lumber & Hardware	\$452.80
CIT	\$119.95
C Spire	\$660.11
Culligan	\$21.91
Florida Gas Utility	\$789.00
JHB Auto Parts	\$207.34
Philip May	\$425.55
Protection One	\$105.49
Republic Services	\$8,645.00
Terminix	\$91.24
Thomas Radiator & Welding	\$73.48
Town of Century (Lift Stations #1-16, water pump, sewer pump)	\$100.62
Town of Century (Splash pad)	\$12.36
Town of Century (Micro Carver)	\$40.53
Town of Century (Shop)	\$73.04
Town of Century (Town Hall)	\$30.53
Town of Century (Ag Bldg.)	\$54.23
Town of Century (Roadside Park)	\$30.53
Town of Century (Alger Sullivan Park)	\$30.53
Town of Century (Century Ball Field)	\$13.59
Town of Century (Carver School Park)	\$30.53
Town of Century (Tri Co Little League)	\$32.51
Town of Century (Century Park Concessions)	\$197.44
Town of Century (Helicopter Technology)	\$40.53
Tri City Ledger	\$52.00
United Rentals	\$1,363.60
Grand Total	\$14,890.95

Town of Century

April 18, 2023

Bill List

Account Number	Account Name	Amount
	CRA Fund	
CRA Expense	CRA Expense	\$52.00
	Total	\$52.00
	Garbage Fund	
403-34-4-33004	Contract Residential Fee	\$8,645.00
	Total	\$8,645.00
	Gas Fund	
401-32-4-10000	Telephone Gas	\$202.05
401-32-5-27161	Membership Fees	\$19.00
401-32-8-1002	Consulting Services	\$500.00
401-32-8-15000	Advertisement	\$270.00
401-32-4-65000	Vehicle Expense Gas	\$10.68
	Total	\$1,001.73
	General Fund	
100-41-4-67003	Equipment Maintenance Small	\$322.74
100-12-4-10000	Telephone Admin	\$445.70
100-41-4-10006	Telephone Street	\$249.90
100-72-4-10007	Telephone Park	\$41.65
100-12-4-60002	Building Maintenance Habitat	\$282.27
100-12-4-60000	Building Maintenance City Hall	\$28.59
100-72-5-27002	Field Supplies Park	\$169.81
100-12-5-27000	Operating Supplies Admin	\$86.99
100-41-4-68001	Field Supplies Street	\$32.98
100-12-4-10000	Telephone Admin	\$330.06
100-12-4-61000	Office Equipment Maintenance	\$119.95
10012-5-01007	Water Cooler Rental	\$21.91
100-72-5-28000	Chemicals Park	\$95.85
100-12-4-10001	Alarm System City Hall	\$105.49
100-12-4-60001	Building Maintenance Ag Bldg.	\$91.24
100-12-4-30100	Ag Bldg. Electric/Utilities	\$54.23
100-72-4-30003	Utilities Park	\$347.49
100-12-3-15102	Helicopter Technology Expenses	\$40.53
100-12-4-30001	Utilities Habitat	\$40.53
100-41-4-30002	Utilities Street	\$73.04
100-12-4-30000	Utilities City Hall	\$30.53
	Total	\$3,011.48
	Water Fund	
402-36-4-10000	Telephone Water/Sewer	\$202.84

Town of Century
April 18, 2023
Bill List

Account Number	Account Name	Amount
402-36-4-10000	Telephone Water/Sewer	\$247.55
402-36-4-65000	Vehicle Expense Water/Sewer	\$56.28
402-36-4-68001	Field Supplies Water	\$209.85
402-36-4-36000	Utilities Sewer Lifts	\$100.62
402-36-5-40001	Rental Fee	\$1,363.60
	Total	\$2,180.74
	Grand Total	\$14,890.95

Town of Century, Florida

Agenda Item

Agenda Date: April 18, 2023

Department	Administration	Amount
Presenter	Mayor Boutwell	Account
Subject: PENSACOLA & PERDIDO BAY ESTUARY PROGRAM		
Background: From Matt J. Posner, Executive Director Pensacola & Perdido Bay Estuary Program While the original desire was to establish Pensacola & Perdido Bay Estuary Program (PPBEP) as a Florida Independent Special District, we are proposing to establish PPBEP as a not-for-profit corporation as an “instrumentality of government”. Council is invited to consider the following documents: <ul style="list-style-type: none">• the First Amended and Restated Pensacola and Perdido Bays Estuary Program Interlocal Agreement• Resolution 05-2023 of the Town of Century agreeing to amend and restate the Interlocal Agreement between the Town and the Pensacola & Perdido Bay Estuary Program Additionally, the Council has the opportunity for one member of the Town Council to represent the Town by serving on the board of the not-for-profit corporation to be formed pursuant to the Agreement. The members of the Corporation Board are hereby appointed as full voting, ex officio members to the Corporation Board to administer and carry out the Estuary Program on behalf of the Parties. This item is for Interlocal operations.		
Recommended Action: 1. Authorize Mayor Boutwell to execute and enter into the First Amended and Restated Pensacola and Perdido Bays Estuary Program Interlocal Agreement 2. Appoint a Council Member to the Corporate Board of the Pensacola and Perdido Bays Estuary Program Interlocal Agreement		

**FIRST AMENDED AND RESTATED
PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM
INTERLOCAL AGREEMENT**

This Interlocal Agreement (hereinafter referred to as the “Agreement”) is executed and made effective by and among: Escambia County, Santa Rosa County, and Okaloosa County, political subdivisions of the State of Florida; Baldwin County, a political subdivision of the State of Alabama (hereinafter referred to as the “Counties”); City of Gulf Breeze, City of Milton, City of Pensacola, and Town of Century, municipal corporations of the State of Florida; and City of Orange Beach, a municipal corporation of the State of Alabama (hereinafter referred to as the “Cities”) (each being at times referred to as “Party” or “Parties”).

WITNESSETH:

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

WHEREAS, the City of Orange Beach is an Alabama Class 8 municipality vested with a portion of the state’s sovereign power to protect the public health, safety, and welfare pursuant to *Alabama Code* §11-45-1 et seq. (1975), and has specific authority to enter into contracts with counties and municipal corporations for the joint exercise of their powers and resources pursuant to *Alabama Code* §11-102-1 et seq. (1975); and

WHEREAS, Baldwin County is a political subdivision of the State of Alabama which is vested with certain authority as provided by state law, which includes the authority to provide for and protect the public health, safety, and welfare in the exercise of enumerated powers, and pursuant to *Alabama Code* § 11-102-1, et seq., (1975), Baldwin County has the authority to enter into contracts with counties and municipal corporations for the joint exercise of any power or service that state or local law authorizes each contracting entity to execute individually, subject to the limitations set forth in applicable laws, rules and regulations, including, but not limited to, *Alabama Code* § 11-102-5 (1975); and

WHEREAS, the Florida political subdivisions of Escambia and Santa Rosa Counties and the Florida municipal corporations of the Cities of Gulf Breeze, Milton, and Pensacola entered into an interlocal agreement, *Restated Interlocal Agreement Establishing Local Funding Requirements for the Bay Area Resource Council*, on May 18, 1987, revised on July 22, 1997, and last revised on August 9, 2005, establishing the Bay Area Resource Council (hereinafter the “BARC”) to ensure effective water resource planning, preservation, and coordination; and

WHEREAS, on August 31, 2017, the Parties were notified of intent to award funds to establish the Pensacola and Perdido Bays Estuary Program (hereinafter referred to as the “Estuary Program” or “Program”) through a Cooperative Agreement between the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the “RESTORE Council”) and the US Environmental Protection Agency’s (USEPA) Gulf of Mexico Program (GMP); and

WHEREAS, the Estuary Program succeeds and absorbs the BARC's mission; and

WHEREAS, the Estuary Program is established to develop and implement a Comprehensive Conservation & Management Plan (CCMP) to restore and protect the Pensacola Bay System and Perdido Bay System, and their associated watersheds as defined in Article I; and

WHEREAS, this Agreement establishes the Estuary Program to develop and implement the CCMP through close cooperation with the Parties, local, state, and federal agencies, and the public for effective planning, restoration, and protection of the Pensacola Bay System and Perdido Bay System.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in this Agreement, the receipt and adequacy acknowledged by them, the Parties agree as follows:

ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.1 Recitals: The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 1.2 Geographic Territory: The geographic territory of the Estuary Program shall include the Pensacola Bay System (Figure 1) and the Perdido Bay System (Figure 2) and their associated watersheds, including all bayous, bays, creeks, rivers, and streams contained within. The Pensacola Bay System includes: Blackwater Bay, East Bay, Escambia Bay, Pensacola Bay, and Santa Rosa Sound, as well as the Blackwater River, East River, Escambia River, and Yellow River. The Perdido Bay System includes: Bay La Launch, Big Lagoon, Perdido Bay, and Wolf Bay, as well as the Blackwater River, Perdido River, and Styx River. Collectively, the waterbodies in the geographic territory shall be referred to as the "Bay Systems".

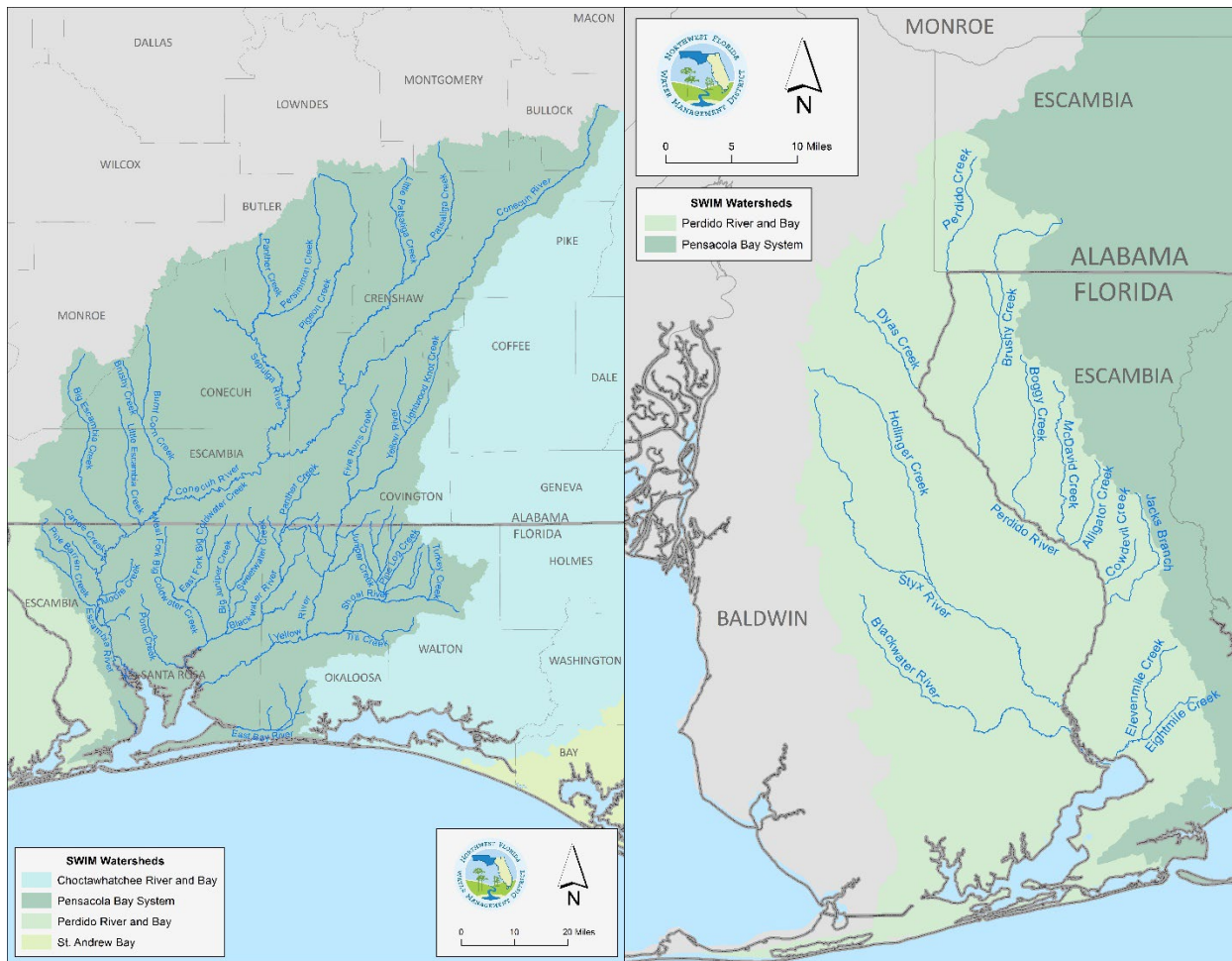


Figure 1: Pensacola Bay System

Figure 2: Perdido Bay System

1.3 **Purpose:** The Estuary Program will guide the development and implementation of a Comprehensive Conservation and Management Plan (CCMP) to improve water quality and living resources for the Bay Systems, as defined in section 1.2, through publicly identified outcomes and goals developed by the Parties, local, state, and federal agencies, and the public.

The Parties agree to work collaboratively and effectively on the development and implementation of the CCMP to meet the following outcomes:

- a) Water quality improvement;
- b) Restoration and conservation of habitat;
- c) Healthy ecosystems that support wildlife and fisheries;
- d) Improve surface and ground water quality and quantity, and flood control;
- e) Enhance community resilience; and
- f) Revitalize the coastal economy and quality of life.

ARTICLE 2 – AUTHORITY, COMPOSITION, AND POWERS

2.1 **Authority:** This Agreement is an interlocal agreement, as authorized by Section 163.01, Florida Statutes, et seq., (hereinafter referred to as the Act) and pursuant to the authority of subsection (4) of the Act, all Florida Parties qualify to be a part of this Agreement under such Act. The Alabama Parties have authority to enter into this agreement pursuant to applicable state law, including, but not limited to, *Alabama Code* § 11-102-1, et seq., (1975), subject to the limitations set forth in applicable law, rules and regulations, including, but not limited to, *Alabama Code* § 11-102-5 (1975). Collectively, such laws are hereinafter referred to as the “Enabling Acts.”

2.2 **Immunity:** Pursuant to the Enabling Acts, and other laws, all privileges and immunities from liability, exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

2.3 **Composition:**

2.3.1 **Creation of a Florida Not-for-Profit Corporation:** Pursuant to the Act, an independent public body corporate and politic, to be known as the Pensacola and Perdido Bays Estuary Program, Inc., a Florida not-for-profit corporation (the “Corporation”), shall be created for the purpose of administering and carrying out the purpose of the Estuary Program.

2.3.2 **Corporation Board:** The Board of the Corporation shall serve as the Top Level Organizational Unit (TLOU) and be comprised of the Parties. Escambia County and Santa Rosa County will each appoint and be represented by two voting directors, all other Parties will each appoint and be represented by one voting director. Each Party will also appoint an alternate director for the Corporation Board from time to time to serve when their primary director is not available. Each Party may change their director or alternate director from time to time with prior written notice by a duly authorized representative of any change to the Corporation Board before any meeting. The Corporation Board shall have policy-making powers for the Estuary Program in addition to those powers explicitly set forth in this Agreement.

a) Meetings. The Corporation Board should convene not less than quarterly. Meetings should be convened as needed as described in the bylaws;

b) Quorum. Except as otherwise specifically set forth herein or in the bylaws, a quorum for Corporation Board meetings shall be a majority of the Corporation Board directors;

c) Officers. The Corporation Board shall elect (i) a chair and vice chair of the Corporation Board; and (ii) other Corporation Board officers as deemed necessary by the Corporation Board. Election processes and term limits shall be described in the bylaws;

d) Voting. Each director shall have one vote. Voting will be conducted in person to the maximum extent possible, and other voting processes and criteria shall be described in the bylaws;

e) No compensation. All directors of the Corporation Board shall serve without compensation; and

f) Additional Board Members. The Corporation Board may allow other governmental entities, regulatory agencies, or other entities, to the extent allowed by law, to participate as members of the Corporation Board, provided they are approved by a supermajority vote of the Corporation Board. Upon approval, such Party must execute a Joinder Agreement by which it agrees to comply with all the provisions of this Agreement.

2.3.3 Committees: At the direction of the Corporation Board, the Corporation Board or Estuary Program staff may establish or terminate committees as it deems necessary including, without limitation, the Technical Committee, the Community Committee, the Education Committee, the Business Partnership Committee, and the Environmental Justice Committee. Procedures for establishing the nature (fact-finding or advisory) of a committee and its membership shall be described in the bylaws. All committee members shall serve without compensation.

2.4 Powers, Functions, and Responsibilities:

2.4.1 Powers: Pursuant to the Enabling Acts, the Estuary Program has the power to engage in agreements or contracts with other public or private entities for provisions of assistance in planning, financing, and coordinating the physical, chemical, biological, economic, and aesthetic aspects of the Bay Systems. The Estuary Program may establish rules, regulations, bylaws, and organization necessary to perform the Estuary Program's intended functions; provided, however, no such rules or regulations will operate in a manner that obligates a Party to act without the approval of the Party's governing body.

2.4.2 Exercise of Powers: All powers, privileges, and duties vested in or imposed upon the Estuary Program shall be exercised and performed upon a majority vote of a quorum of members; provided, however, subject to Corporation Board oversight, the exercise of such executive, administrative, and ministerial powers may be delegated by the Corporation Board to any of its officers, staff, or agents, to the extent provided under Florida Law. Any such delegation of powers may be withdrawn at any time for any reason.

2.4.3 Limitations of Powers: The Estuary Program shall have no power of taxation, regulation, eminent domain, law enforcement, nor obligate or bind a Party to act without approval by the Party's governing body.

2.5 Responsibilities:

2.5.1 Personnel: The Corporation Board shall be responsible for hiring, supervising, evaluating, and/or terminating the Executive Director. The Executive Director shall be responsible for hiring, supervising, evaluating, and/or terminating subordinate staff. The Executive Director must receive approval from the Corporation Board prior to the establishment of any new positions.

2.5.2 Budget: The Corporation Board shall approve an annual budget. Processes for establishing the budget shall be described in the bylaws.

2.5.3 Adoption of the CCMP Goals and Priorities: The Parties hereby agree that once approved by the Corporation Board, the Goals for the geographic territory of the Pensacola and Perdido Bays Estuary Program as described in the CCMP will be submitted for approval and

adoption by each of the Parties. The Parties shall endeavor to undertake reasonable efforts to achieve the Goals within the time periods described and shall work cooperatively to achieve all of the Goals applicable to them in a cost-effective manner. Additionally, the Parties agree to work together in good faith and undertake reasonable effort to address other actions and recommendations in the CCMP.

2.5.4 Bylaws: The Corporation Board by super-majority vote shall create, adopt, amend and update Bylaws or appropriate rules of procedure for the Pensacola and Perdido Bays Estuary Program for its governance and which shall remain in effect until modified by the Corporation Board.

2.5.5 Modification: The CCMP and its incorporated Goals shall not be amended, changed, extended, modified, or supplemented without unanimous consent of all the Parties. The process for modification shall be defined in the Corporation Board bylaws.

ARTICLE 3 – FUNDING

3.1 Funding: Recurring funding contributions will be necessary to fund Estuary Program operations and implementation of the CCMP. Program operations will be financed by local, state, and federal government contributions, donations, grants, assistance funds and bequests. Contributions recommended for each Party shall be determined by a super-majority vote of the Corporation Board; however, nothing contained herein shall obligate any Party to appropriate or expend any monies for the Estuary Program or make any contributions thereto without the prior approval of the Party's governing body.

ARTICLE 4 – TERM

4.1 Term: The term of this Agreement shall commence upon its execution by all Parties and shall continue indefinitely unless terminated as provided for herein.

4.2 Termination: Estuary Program membership may be terminated by any Party for convenience, upon sixty (60) days written notice by the terminating Party to the other Parties of such termination. This Agreement may be terminated by the then Parties upon sixty (60) days written notice to one other.

4.3 Sunset Review: This Agreement shall be subject to a review by the Corporation Board five (5) years from the Effective Date of this Agreement and on the same day of each five (5) year period thereafter at which time the Corporation Board shall evaluate the appropriateness and effectiveness of this Agreement and the Estuary Program. The Corporation Board shall vote by majority vote on whether to recommend terminating this Agreement, amending this Agreement or to let the status quo prevail.

ARTICLE 5 – GENERAL PROVISIONS

5.1 **Fiscal Year**: The Estuary Program shall observe a fiscal year beginning on October 1 and ending September 30 of each year.

5.2 **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 Florida and/or Alabama open records laws. In the event a Party fails to abide by the provisions of such laws, the other Parties may, without prejudice to any right or remedy and after giving that Party seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

5.3 **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.

5.4 **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in Escambia County, Florida.

5.5 **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 to be enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

5.6 **Modification**: This Agreement may be modified, altered or amended only by a written instrument recommended by the Corporation Board and subsequently approved and executed by the Parties hereto.

5.7 **Execution**: This Agreement shall not be effective, nor shall it have any force and effect whatsoever, until all the Parties have duly executed this Agreement and filed the Agreement pursuant to section 5.8.

5.8 **Filing**: The Estuary Program shall, pursuant to Section 163.01(11), Florida Statutes, file a copy of this Agreement and any other amendments thereto with the Clerk of the Circuit Court of each County where the Parties are located.

5.9 **Debt**: Neither the Estuary Program nor any Party shall have the power to incur any debt or obligation which shall become the responsibility of any other Party.

5.10 **Benefit**: This Agreement is for the benefit of the Parties only and is not intended to confer any rights or benefits, either direct, indirect, intended or implied, to any third party.

5.11 **Indemnification**: Each Party to this Agreement, its officers, employees and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other Parties, their officers, employees and agents, arising from or related to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: the Counties, through their respective Boards of County Commissioners, signing by and through their Chairmen, and the Cities through their respective City Managers and/or Mayors.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES ATTACHED

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Lumon J. May, Chairman

ATTEST:

Date: _____

By: _____
Pam Childers
Clerk of the Circuit Court

(SEAL)

SANTA ROSA COUNTY, FLORIDA, a
political subdivision of the State of Florida
acting by and through its duly authorized
Board of County Commissioners.

By: _____
Colten Wright, Chairman

ATTEST:

Date: _____

By: _____
Donald C. Spencer
Clerk of the Circuit Court

(SEAL)

OKALOOSA COUNTY, FLORIDA, a
political subdivision of the State of Florida
acting by and through its duly authorized
Board of County Commissioners.

By: _____
Robert A. "Trey" Goodwin, Chairman

ATTEST:

Date: _____

By: _____
J.D. Peacock, II
Clerk of the Circuit Court

(SEAL)

BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama acting by and through its duly authorized Board of County Commissioners.

By: _____
Charles F. Gruber, Chairman

ATTEST:

Date: _____

By: _____
Ronald J. Cink
Interim County Administrator

(SEAL)

CITY OF GULF BREEZE, a Florida
Municipal Corporation acting by and through
its duly authorized City Council.

By: _____
Cherry Fitch, Mayor

ATTEST:

Date: _____

By: _____
Leslie H. Guyer, CMC, City Clerk

(SEAL)

CITY OF MILTON, a Florida Municipal Corporation acting by and through its duly authorized City Council.

By: _____
Heather Lindsey, Mayor

ATTEST:

Date: _____

By: _____
Dawn Molinero
City Clerk

(SEAL)

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council.

By: _____
D.C. Reeves, Mayor

ATTEST:

Date: _____

By: _____
Ericka Burnett
City Clerk

(SEAL)

TOWN OF CENTURY, a Florida Municipal Corporation acting by and through its duly authorized Town Council.

By: _____
Benjamin Boutwell, Mayor

ATTEST:

Date: _____

By: _____
Leslie Howington
Town Clerk

(SEAL)

CITY OF ORANGE BEACH, a Alabama
Municipal Corporation acting by and through
its duly authorized City Council.

By: _____
Tony Kennon, Mayor

ATTEST:

Date: _____

By: _____
Renee Eberly
City Clerk

(SEAL)

RESOLUTION NUMBER 05-2023

A RESOLUTION OF THE TOWN OF CENTURY ADOPTING THE FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR THE PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM WHICH MANAGES THE COMPREHENSIVE CONSERVATION AND MANAGEMENT PLAN FOR THE RESTORATION AND PROTECTION OF PENSACOLA BAY AND PERDIDO BAY; PROVIDING FOR AN EFFECTIVE DATE, TERMINATION, AND SUNSET REVIEW

WHEREAS, Pensacola Bay and Perdido Bay and their associated waterways provide boating, fishing, hunting and other outdoor recreational and economic opportunities for citizens and visitors of Florida and Alabama; and

WHEREAS, mismanagement of Pensacola Bay and Perdido Bay may exacerbate flooding and property loss, negatively impact water quality and estuarine habitat, negatively affect the local economy, and threaten the health, safety and welfare of Florida and Alabama's citizens and visitors; and

WHEREAS, in October of 2018, Escambia County, Santa Rosa County, and Okaloosa County, City of Gulf Breeze, City of Milton, City of Pensacola, and Town of Century, Florida; and Baldwin County, and the City of Orange Beach, Alabama (the "Parties") entered into an Interlocal Agreement, as authorized by Section 163.01, Florida Statutes, et seq., and Alabama Code § 11-102-1, et seq., (1975), to cooperatively utilize their powers and resources in the most efficient and economical manner possible to develop and implement a Comprehensive Conservation & Management Plan (CCMP) to restore and protect the Pensacola Bay System and Perdido Bay System, and their associated watersheds as defined in Article I of the Interlocal Agreement (hereinafter the "Estuary Program"); and

WHEREAS, this First Amended and Restated Interlocal Agreement will provide for the creation of a Florida not-for-profit corporation, governed by a corporate board of directors appointed by the Parties to represent them for the purpose of administering and carrying out the Estuary Program that has been successfully developed and implemented under the 2018 Interlocal Agreement; and

WHEREAS, administering the Estuary Program through a not-for-profit corporation will provide for more efficient and flexible operations, with continued governance by the Parties' appointed representatives who will serve as the board of directors of the corporation (the "Corporation Board").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CENTURY AS FOLLOWS:

Section 1. That the Town Council finds the above recitals to be true and correct and incorporates them herein by reference.

Section 2. That the Town Council hereby approves and adopts, and authorizes the Mayor to sign the First Amended and Restated Interlocal Agreement for the Pensacola and Perdido Bays Estuary Program (the "Agreement"), which provides for creation of a Florida not-for-profit corporation to manage the Estuary Program and its Comprehensive Conservation and Management Plan for restoration of Pensacola Bay and Perdido Bay and their associated waterbodies.

Section 3. That the Town Council hereby appoints _____, who serves as a member of the Town Council of the Town of Century to serve on the board of the not-for-profit corporation to be formed pursuant to the Agreement. Pursuant to the Agreement, the members of the Corporation Board are hereby appointed as full voting, ex officio members to the Corporation Board to administer and carry out the Estuary Program on behalf of the Parties.

Section 4. That this resolution shall take effect immediately upon its adoption by the Town Council.

Section 5. That the Town Clerk shall record this Resolution in accordance with Town requirements and forward a copy with the original signature to the Pensacola and Perdido Bays Estuary Program.

PASSED AND ADOPTED this _____ day of _____, 2023 by the Town Council of the Town of Century, Florida.

TOWN OF CENTURY, a Florida Municipal Corporation acting by and through its duly authorized Town Council

ATTEST:

By: _____
Benjamin D. Boutwell, Mayor

BY: _____
Leslie Howington, CMC, Town Clerk

Town of Century, Florida

Agenda Item

Agenda Date: April 18, 2023

Department	Administration	Amount
Presenter	Mayor Boutwell	Account
Subject: CAMP FIRE CENTURY YOUTH LEARNING CENTER EMERGENCY PREPAREDNESS PLAN		
Background: This item is for standard operations. Each year at the request of Camp Fire Century, Town of Century enters into an agreement to allow Camp Fire to evacuate students to the Century Community Center, 6001A Industrial Blvd., in case of an emergency. Camp Fire agrees to pay utility bills for the time they occupy the building.		
Recommended Action : MOTION AUTHORIZING MAYOR BOUTWELL TO ENTER INTO THE EMERGENCY/DISASTER MUTUAL AGREEMENT BY CAMP FIRE GULF WIND, INC.		

Emergency Preparedness Plan

Name of Program: Camp Fire Century Youth Learning Center

Address: 6031 Industrial Blvd.

City, State, Zip Code: Century, Florida 32535

Emergency Phone Contact Number: 850-476-1760

This Plan was prepared BY:

Name: Town of Century

Position: Mayor

City, State, Zip Code: Century, Florida 32535

Signature

Date

Purpose

The (Name of Provider) Camp Fire Century Youth Learning Center shall develop a written emergency preparedness plan to include, at a minimum, procedures to be taken by the facility in the event of a disaster or

emergency. The plan shall include how the provider will meet the needs of children (including children with special needs) and staff by establishing a designated safe area, will know what documents and items to bring, will have a list of parents and emergency contacts and in the event of relocation will have procedures in place to safely and calmly relocate the children and staff and facilitate parent/guardian reunification.

The following are examples of a disaster or emergency which may cause relocation:

Hurricane	Active Shooter	Aircraft Accidents
Facility Fire	Workplace Violence	Kidnapping
Tornadoes	Bomb Threats	Train Derailments
Floods	Wildfires	

Location of Plan

(Name of the Provider) Camp Fire Century Youth Learning Center will have a copy of their Emergency Preparedness Plan posted in sight for all parents, staff and visitors to view. An updated copy of the Emergency Action Plan will be submitted to the Early Learning Coalition of Escambia County whenever changes occur or at least annually with contract application.

Emergency Policy

(Name of the Provider) Camp Fire Century Youth Learning Center will follow the rules for Physical Environment under the Florida Administrative Code specifically rule 65C-22.002(7) (a)-(m) for Fire and Emergency Safety. The Owner/Director should assume responsibility for emergency actions until the arrival of emergency service personnel.

In the absence of the facility director/owner, the following person(s) will take charge:

Primary: Vanna English

Secondary: Tiffany White

Notification of Emergencies

In the event of an emergency, the Director and Staff will make sure all children are in a safe place or evacuated off the premises to a safe location if necessary. Should an evacuation happen, Parents/Guardians will then be contacted by (Staff Member) Misty Lambert at the evacuation location to come and pick up their child (ren).

After all parents/guardians have been contacted, the Director will contact the Early Learning Coalition of Escambia County at (850) 595-5400 to inform them of the situation and the status of their building. After hours call 850-287-0650. Should (Name of Provider) Camp Fire Century Youth Learning Center not be able to resume normal business practices, it is the right of the Early Learning Coalition of Escambia County to begin notifying parents of their right to transfer their child to a new location until (Name of Provider) Camp Fire Century Youth Learning Center is able to resume normal business.

Upon notification, the Early Learning Coalition of Escambia County will send staff out to observe the building affected during the emergency to make sure the space passes a health and safety inspection. Should the space not pass inspection, the staff will inform the Director of changes that need to be made before children may return to the building. Should the building be in a condition that is not immediately repairable, the Director will meet with the Coalition staff to discuss their options.

(Name or Provider) Camp Fire Century Youth Learning Center is responsible for notifying their licensing/accrediting agency within 24 hours of the incident.

Exit & Escape Procedures

Should the children need to be relocated from the building, an attendance roster (sign-in-out sheet) with all the children in attendance will be used to take attendance before leaving the building, after boarding transportation and after unloading the transportation at the new location. Additionally, all Sign-in/Sign-out forms shall be used to verify child attendance and departure. Emergency routes are posted in the building and have been practiced monthly, so all children and staff are aware of the procedures.

In the event of an evacuation (Name of Provider) Camp Fire Century Youth Learning Center will move all the children to:

☐ Name and Address of Evacuation Site: Century Community Center (Ag building) 8001A Industrial Blvd, Century Florida 32535

Please provide the Coalition with written documentation from the evacuation site that approval has been granted for your program to use this location as a shelter until all children are picked up.

☐ Name of Provider: Camp Fire Century Youth Learning Center will transport all children by (means of transportation) Van to the evacuation site.

☐ (Name of Staff) Misty Lambeth shall attend to any children identified with "Special Needs"; to include ensuring any medication or equipment that is on site for a child will be taken with the child in the event of the emergency evacuation and relocation.

Reporting Emergencies

(Name of Staff) Misty Lambeth will be responsible for bringing all emergency contact information for all children to the evacuation site.

(Name of Staff) Misty Lambeth will begin contacting parents after attendance has been taken and all children have been accounted for.

Type of Emergency	Contact	Phone Number
Fire	Escambia County Emergency Management	911
Weather Related	Escambia County Emergency Management	911
Bomb Threat	Escambia County Emergency Management	911
Medical Emergency	Escambia County Emergency Management	911
Flood	Escambia County Emergency Management	911
Others	Escambia County Emergency Management	911

***PLEASE MAKE SURE YOU HAVE AN UPDATED ROSTER WITH PARENT/GUARDIAN NAMES AND PHONE NUMBERS POSTED AND EASILY ACCESSIBLE AT ALL TIME.**

EMERGENCY/DISASTER MUTUAL AGREEMENT

BETWEEN

THE TOWN OF CENTURY

AND

CAMP FIRE GULF WIND INC.

The purpose of this agreement is to pre-plan shelter for Camp Fire Gulf Wind, Inc. students and staff should an emergency or disaster situation required evacuation of the facility but not affecting the entire Century area. Camp Fire Gulf Wind, Inc. agrees to pay for services as outlined below, and agrees to provide similar support to the City of Century should the need arise.

1. This agreement is between

Supported Facility

Supporting Facility

Camp Fire Gulf Wind, Inc.

Town of Century

6031 Industrial Blvd.

Century, Fl. 32535

6001A Hwy. 4

850-256-0953

Century, Fl. 32535

850-256-3208

2. Each facility agrees to provide the other with the following resources/services when requested.

Support:

Cost

Temporary shelter space for 78

fair market rental for the

Should Camp Fire have to evacuate.

Building and utilities.

3. Details: In an emergency situation requiring evacuation of Camp Fire as many as 70 students and up to 10 staff may be forced to evacuate the facility.


4. The Town of Century will provide:

A. Temporary use of the building if not rented, during an emergency, such as direct damage to the Camp Fire Century Youth Learning Center from fire, windstorm, bomb scare, chemical spill or any other disaster which causes the Camp Fire Century to evacuate. The use of the building would be temporary until arrangements can be made to transfer of all residents to a more suitable accommodation.

5. Camp Fire Center Will:

- A. Coordinate the number of spaces required/versus/available prior to sending anyone to the other facility for temporary shelter.
- B. Provide medications, non-perishable food, and other such supplies as could be evacuated with students.
- C. Provide staffing to assist with youth and other support functions as needed.
- D. Reimburse the supporting facility for any direct expenses incurred as a result of support provided.
- E. This agreement is effective for 12 months from the date signed. It will be reviewed by both parties in 12 months for possible renewal.
- F. The undersigned have read and understand this agreement and agree to fulfill the requirements herein.

Camp Fire Gulf Wind, Inc.


Signature

Misty Lambeth/Director/04/14/2
Print Name/Position/Date

Town of Century

Signature

Print Name/Position/Date

EMERALD COAST REGIONAL COUNCIL

MEMORANDUM

April 10, 2023

TO: Mayor Ben Boutwell and Town Council Members

FROM: Eric Christianson, Emerald Coast Regional Council

SUBJECT: Development Reviews for March 2023

FOR YOUR INFORMATION ONLY

The following requests for proposed development are under review or have been reviewed:

1. Reviewed and approved a development application for the siting of a mobile home at 735 Mays St.
2. Reviewed and approved a development application for the replacement of an existing HVAC system at 414 Front St.
3. Reviewed and approved a commercial development application for fiber optic installation in the ROW along 6000 Blk Industrial Blvd.
4. Reviewed and approved a development application for the installation of an electric vehicle charging station located outside of a residence at 1001 Freedom Rd.
5. Reviewed and approved a development application for the replacement of a roof for a dwelling located at 15 Ramer Rd.
6. Reviewed and approved a development application for a water heater located at 9520 Ivey Street, #8.
7. Reviewed and approved a development application for a mobile home located at 350 Hill Road.
8. Reviewed and approved a development application for a commercial development in an existing building located at 7401 N. Century Blvd.

The following inquiries were received and responded to:

9. Several inquiries from perspective buyers concerning the property located at 1171 Freedom Rd. They were informed of potential uses and restrictions on the parcel.
10. An email and phone call from employees of Premier Pools & Spas inquiring about regulations in Century's ordinances for swimming pool installations. Both employees were informed of setbacks and sent the relevant code sections.
11. Inquiry from a potential buyer on a property located on the 7000 Blk of N Century Blvd with no apparent access. The caller was informed of Florida State Statutes as they relate to parcels without access and emailed further resources.
12. Inquiry concerning a property on Tedder Road. The caller was informed that the property is located outside of city limits.
13. Discussions with Florida Power and Light concerning several parcels of interest for the location of a new substation. The caller was informed of Century's ordinances and Comprehensive plan. This was part of an earlier site assessment FPL will reach out again if they would like to do further research on a specific parcel.
14. Reviewed and requested information for a new house located at 800 E. Hwy 4. Currently re-requesting additional information.
15. Inquiry about land use at 601 Hecker Road.