

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab Award
Agreement

AGREEMENT FOR COMMISSARY SERVICES (PD13-14.044)

THIS AGREEMENT is made and entered into this 26th day of June 2014, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Kimble's Food by Design, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor") with administrative offices located 607 Hines Street, LaGrange, Georgia 30241, (each at times being referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid (PD 13-14.044) relating to inmate commissary services for the Escambia County Road Prison located at 601 Highway 297A in Escambia County, Florida; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County has determined it is in the best interest of the citizens of Escambia County to engage Contractor to provide commissary services for the Escambia County Road Prison, and Contractor desires to accept such engagement; and

WHEREAS, the County and Contractor have agreed to execute this agreement for the purpose of setting forth those terms and conditions of the Parties.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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.
2. Term. This Agreement shall commence on the "effective date" as defined herein and shall continue for a period of three (3) years (the "Initial Term") unless otherwise extended or terminated as provided herein. Upon mutual agreement of the parties, the Agreement may be renewed for three additional one (1) year terms.
3. Interim Extension. After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of six (6) years and six (6) months.

4. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Commissary Services, Specification No. P.D. 13-14.044, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

5. Rebates. Contractor agrees to pay County a 38% rebate for all inmate commissary net sales excluding the sale of tobacco products and 20 ounce beverage vouchers. Contractor further agrees to pay to County a 28% rebate for the net sale of tobacco products and 20 ounce beverage vouchers. For the purpose of this Agreement "net sale" shall be defined as gross sales less applicable sales tax and postage stamps.

6. Method of Billing. Contractor shall submit monthly invoices listing gross sales, stamps, taxes, net sales, and the County's applicable rebate. The invoices shall be prepared by Contractor and accompanied by any supporting data required by the County. County will use its best efforts to approve or reject such invoices within ten (10) days of receipt by County. Upon approval of the invoices by County, County shall tender payment within thirty (30) days. Rebates shall be paid to County on a monthly basis within thirty (30) days of receipt of payment from County.

Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

7. Termination. This Agreement may be terminated by the Contractor for cause upon providing ninety (90) days written notice to County. This Agreement may be terminated by the County for cause or convenience upon giving thirty (30) days written notice of such termination to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall

not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Independent Contractor Status. Contractor hereby represents and agrees that it is engaged as an independent contractor and not as the agent, employee or servant of County; that it has and hereby retains the right to exercise and control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting in the work, that it will be solely responsible for wages (including withholding of income taxes and social security), taxes, workers compensation, compliance with OSHA and all employment related regulations relating to its employees; and that it will be responsible for its own acts and those of its subordinates, employees and agents during the term of an agreement. Contractor shall retain the exclusive right to hire, fire and set the terms and conditions of employment for its employees including wages, hours, fringe benefits, duties, grievance procedures and labor relation matters. County shall not be considered a joint employer, joint venture or partner with contractor.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall

reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. 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. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party 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.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Kimble's Food By Design, Inc.
Attention: Rebecca Walker
607 Hines Street
LaGrange, Georgia 30241

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

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

14. Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior consent of the other Party.

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

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

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

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates, under each signature:

COUNTY:

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

By: 
Lumon J. May, Chairman

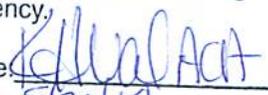
Date: 6/30/2014

ATTEST: Pam Childers
Clerk of the Circuit Court

By: 
Deputy Clerk

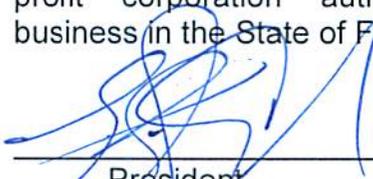


Approved as to form and legal sufficiency,

By/Title: 
Date: 5/21/14

CONTRACTOR:

KIMBLE'S FOOD BY DESIGN, INC., a for-profit corporation authorized to conduct business in the State of Florida.


President

Date: 5/28/2014

ATTEST:


Corporate Secretary

BCC Approved 06-26-2014

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

Escambia County Road Prison Commissary Services

SPECIFICATION NUMBER PD 13-14.044

BIDS WILL BE RECEIVED UNTIL: 3:00pm, CDT, Tuesday, May 13, 2014

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

Lumon J. May, Chairman
Steven Barry, Vice Chairman
Wilson B. Robertson
Gene Valentino
Grover Robinson, IV

Procurement Assistance:

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



SCOPE OF WORK

A) SERVICE

- (1) CONTRACTOR shall provide inmate commissary management at the Escambia County Road Prison.
- (2) CONTRACTOR shall be responsible for inmate commissary procurement for approximately 180-236 inmates. Including but not limited to order fulfillment, weekly order delivery, maintenance of inventory and accounting of transactions.
- (3) CONTRACTOR shall furnish all hardware and software related to said commissary services at NO COST TO Escambia County, to include the following for the Escambia County Road Prison: two (2) "Inmate Direct" Kiosk machines; one (1) computer w/monitor and printer to include software preloaded; and one (1) server for central processing and remote communication to include all equipment installation and supplies (i.e. toner, paper).
- (4) CONTRACTOR shall provide products listed on attached menu and/or submit a list of items to be approved by the Escambia County Road Prison.
- (5) CONTRACTOR shall contract with a vending company to provide three (3) drink vending machines that accept drink coupons/tokens at NO COST TO ESCAMBIA.
- (6) CONTRACTOR shall provide unlimited technical support for all hardware and software furnished under paragraph 3 at NO COST TO ESCAMBIA COUNTY.
- (7) CONTRACTOR shall receive orders entered into Inmate Direct Kiosks, transmitted to the packing facility and delivered back to the Escambia County Road Prison no later than 4:00 p.m. on Friday of every week including Holidays.
- (8) CONTRACTOR agrees to the following requirements:

Inmate Trust Account Debit Calling Requirements:

- Vendor must demonstrate a debit calling system which has the ability to interface with the County's inmate telephone provider.
- The debit calling system must allow inmates to purchase phone time using an interactive voice response (IVR) system available through the standard inmate phone system.
- After purchase, the system must deduct the purchased amount from the inmate's account and make the purchased phone time available to inmates.
- The debit calling system must also have the capability to refund any unused phone time automatically to the inmate upon release if the inmate telephone provider supports this feature.

Phone Ordering System Requirements:

- Vendor must provide a commissary ordering system which operates through the existing inmate telephone system (currently Securus)
- The commissary ordering system must allow inmate's to identify products for purchase and hear their current trust account balance.
- Completed commissary orders must not be billed to inmate accounts until the inmate's housing unit is processed as an entire batch.
- Likewise, any inmate restrictions existing at the time the housing unit batch is processed should be enforced.
- The commissary ordering system must be completely integrated with the trust accounting system, requiring no additional data entry for ordering or billing in the trust accounting system.

Lobby Cashier Kiosk Requirements:

- Vendor must provide bill accepting kiosks for friends and family to place funds on inmate accounts.
- The kiosk must also allow payments using credit/debit cards.
- The kiosk must give a receipt for each transaction.

- (9) CONTRACTOR agrees to pay to Escambia County a minimum 25% rebate for all inmate commissary net sales excluding the sale of tobacco products and 20 oz. Beverage vouchers.
- (10) CONTRACTOR agrees to pay to Escambia County a minimum 20% rebate for the net sale of tobacco products and 20 ounce beverage vouchers.

NOTE: For the purpose of "NET SALES" shall be defined as gross sales less applicable sales tax and postage stamps.

- (11) CONTRACTOR to send monthly invoices to:
Escambia County Road Prison
601 Hwy 297A
Cantonment, FL 32577

Invoicing should include a breakdown of weekly sales +/- sales tax and credits.

| | | |
|----------|--|--|
| Contact: | Candace Knapp | Brenda Lee |
| | 850-937-2105p | 850-937-2105p |
| | 850-937-2108f | 850-937-2108f |
| | cmknapp@myescambia.com | bhlee@myescambia.com |

- (12) Contractor shall mail monthly commission/rebate check to:
Clerk of the Court & Comptroller
Hon. Pam Childers
221 Pala fox Place, Suite 140
Pensacola, FL 32502-5843

(B) TERMS

- (1) The terms being requested on the effective date shall be for a period of three (3) years

unless extended or terminated.

- (2) At the end of the initial term a renewal for up to three (3) additional one (1) year periods upon mutual agreement by both parties.
- (3) Escambia County shall provide a thirty (30) day written notice of its intent to renew or cancel.

AGREEMENT FOR COMMISSARY SERVICES (PD13-14.044)

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WITNESSETH:

WHEREAS, the County issued an Invitation to Bid (PD 13-14.044) relating to inmate commissary services for the Escambia County Road Prison located at 601 Highway 297A in Escambia County, Florida; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County has determined it is in the best interest of the citizens of Escambia County to engage Contractor to provide commissary services for the Escambia County Road Prison, and Contractor desires to accept such engagement; and

WHEREAS, the County and Contractor have agreed to execute this agreement for the purpose of setting forth those terms and conditions of the Parties.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

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.
2. Term. This Agreement shall commence on the "effective date" as defined herein and shall continue for a period of three (3) years (the "Initial Term") unless otherwise extended or terminated as provided herein. Upon mutual agreement of the parties, the Agreement may be renewed for three additional one (1) year terms.
3. Interim Extension. After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of six (6) years and six (6) months.

4. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Commissary Services, Specification No. P.D. 13-14.044, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

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Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

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To: Kimble's Food By Design, Inc.
Attention: Rebecca Walker
607 Hines Street
LaGrange, Georgia 30241

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates, under each signature:

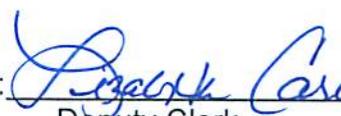
COUNTY:

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

By: 
Lumon J. May, Chairman

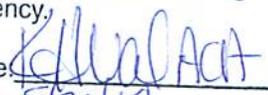
Date: 6/30/2014

ATTEST: Pam Childers
Clerk of the Circuit Court

By: 
Deputy Clerk

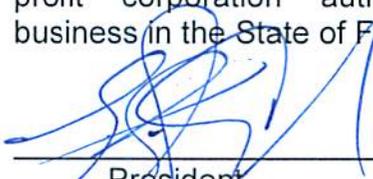


Approved as to form and legal sufficiency,

By/Title: 
Date: 5/21/14

CONTRACTOR:

KIMBLE'S FOOD BY DESIGN, INC., a for-profit corporation authorized to conduct business in the State of Florida.


President

Date: 5/28/2014

ATTEST:


Corporate Secretary

BCC Approved 06-26-2014

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

Escambia County Road Prison Commissary Services

SPECIFICATION NUMBER PD 13-14.044

BIDS WILL BE RECEIVED UNTIL: 3:00pm, CDT, Tuesday, May 13, 2014

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

Lumon J. May, Chairman
Steven Barry, Vice Chairman
Wilson B. Robertson
Gene Valentino
Grover Robinson, IV

Procurement Assistance:

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

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SCOPE OF WORK

A) SERVICE

- (1) CONTRACTOR shall provide inmate commissary management at the Escambia County Road Prison.
- (2) CONTRACTOR shall be responsible for inmate commissary procurement for approximately 180-236 inmates. Including but not limited to order fulfillment, weekly order delivery, maintenance of inventory and accounting of transactions.
- (3) CONTRACTOR shall furnish all hardware and software related to said commissary services at NO COST TO Escambia County, to include the following for the Escambia County Road Prison: two (2) "Inmate Direct" Kiosk machines; one (1) computer w/monitor and printer to include software preloaded; and one (1) server for central processing and remote communication to include all equipment installation and supplies (i.e. toner, paper).
- (4) CONTRACTOR shall provide products listed on attached menu and/or submit a list of items to be approved by the Escambia County Road Prison.
- (5) CONTRACTOR shall contract with a vending company to provide three (3) drink vending machines that accept drink coupons/tokens at NO COST TO ESCAMBIA.
- (6) CONTRACTOR shall provide unlimited technical support for all hardware and software furnished under paragraph 3 at NO COST TO ESCAMBIA COUNTY.
- (7) CONTRACTOR shall receive orders entered into Inmate Direct Kiosks, transmitted to the packing facility and delivered back to the Escambia County Road Prison no later than 4:00 p.m. on Friday of every week including Holidays.
- (8) CONTRACTOR agrees to the following requirements:

Inmate Trust Account Debit Calling Requirements:

- Vendor must demonstrate a debit calling system which has the ability to interface with the County's inmate telephone provider.
- The debit calling system must allow inmates to purchase phone time using an interactive voice response (IVR) system available through the standard inmate phone system.
- After purchase, the system must deduct the purchased amount from the inmate's account and make the purchased phone time available to inmates.
- The debit calling system must also have the capability to refund any unused phone time automatically to the inmate upon release if the inmate telephone provider supports this feature.

Phone Ordering System Requirements:

- Vendor must provide a commissary ordering system which operates through the existing inmate telephone system (currently Securus)
- The commissary ordering system must allow inmate's to identify products for purchase and hear their current trust account balance.
- Completed commissary orders must not be billed to inmate accounts until the inmate's housing unit is processed as an entire batch.
- Likewise, any inmate restrictions existing at the time the housing unit batch is processed should be enforced.
- The commissary ordering system must be completely integrated with the trust accounting system, requiring no additional data entry for ordering or billing in the trust accounting system.

Lobby Cashier Kiosk Requirements:

- Vendor must provide bill accepting kiosks for friends and family to place funds on inmate accounts.
- The kiosk must also allow payments using credit/debit cards.
- The kiosk must give a receipt for each transaction.

- (9) CONTRACTOR agrees to pay to Escambia County a minimum 25% rebate for all inmate commissary net sales excluding the sale of tobacco products and 20 oz. Beverage vouchers.
- (10) CONTRACTOR agrees to pay to Escambia County a minimum 20% rebate for the net sale of tobacco products and 20 ounce beverage vouchers.

NOTE: For the purpose of "NET SALES" shall be defined as gross sales less applicable sales tax and postage stamps.

- (11) CONTRACTOR to send monthly invoices to:
Escambia County Road Prison
601 Hwy 297A
Cantonment, FL 32577

Invoicing should include a breakdown of weekly sales +/- sales tax and credits.

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| Contact: | Candace Knapp | Brenda Lee |
| | 850-937-2105p | 850-937-2105p |
| | 850-937-2108f | 850-937-2108f |
| | cmknapp@myescambia.com | bhlee@myescambia.com |

- (12) Contractor shall mail monthly commission/rebate check to:
Clerk of the Court & Comptroller
Hon. Pam Childers
221 Pala fox Place, Suite 140
Pensacola, FL 32502-5843

(B) TERMS

- (1) The terms being requested on the effective date shall be for a period of three (3) years

unless extended or terminated.

- (2) At the end of the initial term a renewal for up to three (3) additional one (1) year periods upon mutual agreement by both parties.
- (3) Escambia County shall provide a thirty (30) day written notice of its intent to renew or cancel.