

THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS. VERBAL REACTION OR APPLAUSE IS NOT APPROPRIATE.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners
Regular Meeting –November 18, 2010– 5:30 p.m.
Governmental Complex – First Floor

1. Call to Order.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

2. Invocation – Commissioner Young.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

Recommendation : That the Board adopt the agenda as prepared **(or duly amended)**.

5. Commissioners' Forum.
6. Adoption of a Proclamation

Recommendation: That the Board adopt the the following two Proclamations:

A. The Proclamation proclaiming November 19, 2010, as "Infant Safe-Sleeping Day" in Escambia County; and

B. The Proclamation proclaiming December 2010 as "Keep The Wreath Green Month" in Escambia County.

7. Years of Service Recognition

Recommendation: That the Board recognize, with a pin and a certificate, David K. Lewis, Public Works Bureau, Facilities Management Branch, Facilities Maintenance Division, for his dedication and 30 years of service to Escambia County.

8. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

Recommendation : That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule.

9. 5:32 p.m. Public Hearing – Adopt a Resolution Creating the Cantonment Redevelopment Area

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action concerning a Resolution creating the Cantonment Redevelopment Area (Funding Source: CRA Administration, Fund 151, Cost Center 220523, Object Code 54901):

A. Adopt the Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Cantonment community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Cantonment Community is necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County; finding that there is a need to designate Cantonment as a redevelopment area; and providing for an effective date; and

B. Authorize the Chairman execute the Resolution.

10. 5:33 p.m. Public Hearing - Amending the Palafox Redevelopment Area Boundaries

Recommendation: That the Board, at the 5:33 p.m. Public Hearing, take the following action concerning adopting a Resolution Amending the Palafox Redevelopment Area Boundaries:

A. Adopt the Resolution amending the Palafox Redevelopment Area Plan as to boundaries only; providing for authority; providing determination; providing for severability; providing for an effective date; and

B. Authorize the Chairman to execute the Resolution.

[Funding Source: CRA Administration, Fund 151, Cost Center 220523, Object Code 54901]

11. 5:34 p.m. Public Hearing - Mobile Highway Land Clearing Debris Facility

Recommendation: That the Board, at the 5:34 p.m. Public Hearing, approve the renewal of a Permit to Construct, Operate, Modify, or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Mobile Highway Land Clearing Debris Facility, owned by Escambia County, Division of Solid Waste Management, and authorize the Community & Environment Bureau Chief to issue the permit (Funding: Solid Waste Fund 401, Account Number 34302).

12. Committee of the Whole Recommendation

Recommendation: The Committee of the Whole (C/W), at the November 9, 2010, C/W Workshop, recommends that the Board authorize the County Administrator, or his designee, the County Attorney, a representative of the managing company (Veolia Transportation Services, Inc.) for Escambia County Area Transit, and a representative of the company (Transit Advertising Limited, Inc.) currently handling the advertising, to negotiate an extension to the Contract (Agreement to Provide Exterior Advertising Services for Fixed Route Buses Operated by Escambia County Area Transit), to include a provision that Transit Advertising Limited, Inc., will not enter into advertising contracts that extend beyond the period of its Agreement with the County, and provide a recommendation at the next C/W Workshop (C/W Item 9).

13. Reports:

Clerk & Comptroller's Report

County Administrator's Report November 18, 2010

County Attorney's Report

14. Items added to the agenda.

15. Announcements.

16. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-71

Item #: 6.

BCC Regular Meeting

Date: 11/18/2010
Issue: Adoption of a Proclamation
From: Charles (Randy) Oliver, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation: That the Board adopt the the following two Proclamations:

A. The Proclamation proclaiming November 19, 2010, as "Infant Safe-Sleeping Day" in Escambia County; and

B. The Proclamation proclaiming December 2010 as "Keep The Wreath Green Month" in Escambia County.

BACKGROUND:

Various bureaus, outside agencies, special interest groups, civic and religious organizations in recognition of specific events, occasions, people, etc., request Proclamations.

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proclamations

PROCLAMATION

WHEREAS, 20 years ago the Florida Legislature enacted the Healthy Start Coalition Legislation to increase access to prenatal and infant care for Florida mothers and infants; and

WHEREAS, finding that the primary cause of infant death in the home is accidental suffocation, the Escambia County Healthy Start Coalition has contributed to the reduction of our County's infant mortality rate and has increased the risk-screening rate of pregnant women and infants; and

WHEREAS, research shows that every \$1.00 invested in prevention of unhealthy births results in \$6.00 of savings in future healthcare, education and social services costs; and

WHEREAS, over 7,300 women and infants are screened each year through the Escambia County Healthy Start Coalition's work to identify health risks that may jeopardize pregnancies and maternal and infant health; however, more work is necessary to prevent infant suffocations; and

WHEREAS it is estimated that over 37% of women of child-bearing age in Escambia County do not have healthcare insurance; and

WHEREAS, Escambia County's black population's infant-mortality rate has risen to 15.6% and that of the white population has risen to 10.5%; and

WHEREAS, in 2008 there were 43 infant deaths in Escambia County; in 2009, it was reduced to 38 infant deaths – three of which were due to asphyxiation; and

WHEREAS, research shows that always placing babies alone, in a crib on their back to sleep will substantially reduce the risk of suffocation, as well as the risk of Sudden Infant Death Syndrome; and

WHEREAS, the infant mortality rate is the best indicator of a healthy State. Maternal and infant health must become and remain a priority of high value. Community education can help reduce the number of babies that die needlessly from accidental suffocation.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, hereby proclaims November 19, 2010, as

"INFANT SAFE-SLEEPING DAY"

In Escambia County and on behalf of its citizens, supports the American Academy of Pediatricians, in that infants should always be placed on their back for sleep, in a safe sleeping environment, such as a crib or bassinet, without toys, bumper pads, pillows or excessive soft blanketing.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman
District Five

Wilson B. Robertson, Vice Chairman
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Adopted: November 18, 2010

PROCLAMATION

WHEREAS, every year, there is an increase in the number of home fires during the month of December – typically one of the worst months for home fires; and

WHEREAS, a majority of home fires are preventable; and

WHEREAS, by practicing fire safety everyday, a family will decrease their chances of having a devastating home fire; and

WHEREAS, Escambia County Fire Rescue is reminding citizens to practice fire safety through the “Keep the Wreath Green” Program during the month of December; and

WHEREAS, this program is designed to communicate lifesaving safety messages to the citizens of Escambia County; and

WHEREAS, Escambia County Fire Rescue will have 23 wreaths on display throughout the community to remind everyone about these safety messages.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, hereby proclaims December 2010 as

“KEEP THE WREATH GREEN MONTH”

in Escambia County and reminds the community of the vital importance of practicing fire safety in protecting families against the devastating effects of home fires.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman, District Five

*Wilson B. Robertson, Vice Chairman
District One*

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

ATTEST: **Ernie Lee Magaha**
 Clerk of the Circuit Court

Deputy Clerk

Adopted: November 18, 2010



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-58

Item #: 7.

BCC Regular Meeting

Date: 11/18/2010
Issue: Years of Service Recognition
From: Joy D. Blackmon, P.E., Bureau Chief
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation: That the Board recognize, with a pin and a certificate, David K. Lewis, Public Works Bureau, Facilities Management Branch, Facilities Maintenance Division, for his dedication and 30 years of service to Escambia County.

BACKGROUND:

N/A

BUDGETARY IMPACT:

Minimal with funding available through Cost Center 210401, Object code 54931.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's Goals and Objectives by the recognition and appreciation of the County's most valuable resource--its employees. BCC Years of Service Award Policy, Section II, C27; Adopted 04/15/2004; Effective 04/15/2004.

IMPLEMENTATION/COORDINATION:

The Public Works Bureau is responsible for program administration.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-67

Item #: 9.

BCC Regular Meeting

Date: 11/18/2010

Issue: 5:32 p.m. Public Hearing – Adopt a Resolution Creating the Cantonment Redevelopment Area

From: Sandra Prince Jennings, P.E., Bureau Chief

Organization: Comm & Env Neigh Redevelopment

CAO Approval:

RECOMMENDATION:

Recommendation: That the Board, at the 5:32 p.m. Public Hearing, take the following action concerning a Resolution creating the Cantonment Redevelopment Area (Funding Source: CRA Administration, Fund 151, Cost Center 220523, Object Code 54901):

A. Adopt the Resolution of Escambia County, Florida, relating to Community Redevelopment; finding that there is a blighted area within Escambia County, Florida, and a shortage of affordable housing for low and moderate income households, specifically within the Cantonment community; finding that rehabilitation conservation, redevelopment, or a combination of these in the Cantonment Community is necessary in the interest of the public health, safety, morals and welfare of the residents of Escambia County; finding that there is a need to designate Cantonment as a redevelopment area; and providing for an effective date; and

B. Authorize the Chairman execute the Resolution.

BACKGROUND:

On May 27, 2010, Committee of the Whole, the CRA, a Division of the Community & Environment Bureau (CEB), was directed to conduct the necessary research and analysis to support findings that would determine whether areas located within the Cantonment community would meet the statutory criteria to be designated as a redevelopment area. The CRA has completed the "Findings of Necessity", and a copy is attached.

On November 18, 2010, at 4:20 p.m., a CRA meeting was convened to recommend to the Board the adoption of a Resolution creating the Cantonment Redevelopment Area. A Map of the proposed Area and the Findings of Necessity are attached.

BUDGETARY IMPACT:

Funding for the newspaper advertising was provided through the CRA Administration, Fund 151, Cost Center 220523, Object Code 54901. After the Redevelopment Plan is adopted by the Board, a Tax Increment Financing (TIF) Ordinance will be created to fund proposed improvements in the designated area.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling a Public Hearing for the proposed redevelopment area designation is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution_Finding of Necessity_Legal Description_Map

RESOLUTION NUMBER R2010-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES, RELATING TO COMMUNITY REDEVELOPMENT: FINDING THAT THERE IS A BLIGHTED AREA WITHIN ESCAMBIA COUNTY, FLORIDA, AND A SHORTAGE OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME HOUSEHOLDS, SPECIFICALLY WITHIN THE CANTONMENT COMMUNITY; FINDING THAT REHABILITATION CONSERVATION, REDEVELOPMENT, OR A COMBINATION OF THESE IN THE CANTONMENT COMMUNITY IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS AND WELFARE OF THE RESIDENTS OF ESCAMBIA COUNTY; FINDING THAT THERE IS A NEED TO DESIGNATE CANTONMENT AS A REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA THAT:

Section 1. Authority. This resolution is adopted pursuant to the provisions of Part III, Chapter 163, Florida Statutes, known as the "Community Redevelopment Act of 1969."

Section 2. Definitions. The definition of the terms as provided in Section 163.340, Florida Statutes, are hereby adopted by reference whenever used or referred to in the Resolution. In addition, the term, "Proposed Cantonment Redevelopment Area" when used in this Resolution means the area within the boundaries of Escambia County, Florida, as outlined in the map and legal description attached hereto and incorporated herein as Exhibit A.

Section 3. Findings and Determinations. The Board of County Commissioners of Escambia County, Florida finds and determines as follows:

- a) The Board of County Commissioners finds that the area referred to as the "Proposed Cantonment Redevelopment Area" is a slum or blighted area which substantially impairs the sound growth of the County, and is a threat to the public health, safety, morals, and welfare of the residents of the County, and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of expenditures for crime prevention and other forms of

public services, and depressing the tax base.

b) The Board of County Commissioners finds that a combination of rehabilitation, conservation and redevelopment of the area identified as the Proposed Cantonment Redevelopment Area is necessary in the interest of the public health, safety, morals and welfare of the residents of the County in order to eliminate, remedy and prevent conditions of slum and blight.

c) The Board of County Commissioners finds and determines that there exists a need for the Community Redevelopment Agency created pursuant to Part I, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes, in the Proposed Cantonment Redevelopment Area.

d) The Board of County Commissioners finds and determines that the area described in Exhibit A and entitled Proposed Cantonment Redevelopment Area is appropriate for redevelopment projects and is hereby designated a Community Redevelopment Area.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this ____ day of _____, 2010.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Kevin W. White, Chairman

Attest: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(Seal)

This document approved as to form
and legal sufficiency.

By: Kristin Howard






Title: ACM

Date: 8/20/10

Legend

- Proposed Cantonment Redevelopment Area
- Cantonment Parcels
- Major Roads
- Minor Roads
- Railroad



 Proposed Containment Redevelopment Area
 Containment Parcels
 Major Roads
 Minor Roads
 Railroad

Source: Community Redevelopment Agency. "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate." Created August 23, 2010

Exhibit A

Description

Cantonment Community Redevelopment Area (CRA)

August 5, 2010

This description is intended solely for the purpose of identifying the Cantonment Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the Northwest Corner of Section 10, Township 1 North, Range 31 West, Escambia County, Florida, thence Easterly along the North line of Section 10 to the intersection of said North line and the Westerly right-of-way line of U. S. Highway 29 (200' R/W); thence Northwesterly along said Westerly right-of-way line of U. S. Highway 29 (200' R/W) to the intersection of said Westerly right-of-way line and the extension West of the South right-of-way line of Neal Road (66' R/W); thence Easterly along the South right-of-way line of Neal Road (66' R/W) to the intersection of the Easterly extension of said South right-of-way line and the East right-of-way line of Virecent Road (R/W varies); thence Southerly along East right-of-way line of Virecent Road to the intersection of said East right-of-way line and the North Line Section 11, Township 1 North, Range 31 West; thence Easterly along the North line of Section 11 to the Northeast corner of Section 11, Township 1 North, Range 31 West; thence Southerly along the East line of Section 11 to the intersection of said East line of Section 11 and the Easterly line of Section 14, Township 1 North, Range 31 West; thence Southeasterly along said Easterly line of Section 14 to the Southeast corner of a parcel of land recorded in Official Records Book 4191 at page 1488 of the public records of Escambia County, Florida, (Property Reference No. 14-1N-31-1001-000-004); thence Southwesterly along the South line of said Parcel to the East right-of-way line of CSX Railroad; thence Southeasterly along East right-of-way line of CSX Railroad to the South line of Lot 3, Section 14, Township 1 North, Range 31 West as recorded in Deed Book "N" at page 37; thence Southwesterly along South line of Lot 3 to the East line of Section 15, Township 1 North, Range 31 West; thence Southeasterly to the Southeast corner of Section 15, Township 1 North, Range 31 West; thence Westerly along the South line of Section 15, Township 1 North, Range 31 West and Section 16, Township 1 North, Range 31 West to the Southwest corner of Section 16, Township 1 North, Range 31 West; thence Northerly along the West line of Section 16, Township 1 North, Range 31 West and Section 10, Township 1 North, Range 31 West to the Northwest corner of Section 10, Township 1 North, Range 31 West and the Point of Beginning.

Findings of Necessity Proposed Cantonment Redevelopment Area

Introduction

As directed by the Board of County Commissioners 27, 2010 Committee of the Whole, Escambia County Community Redevelopment Agency (CRA), Community & Environment Bureau, prepared this report to support the proposed creation of a Cantonment redevelopment area. A map depicting the proposed redevelopment area and boundary description for the proposed area are presented as Exhibit A. Data obtained from UWF Haas Center for Business Research using 2000 U.S. Bureau of Census Population and Housing with 2009 forecasts and field surveys were used to formulate these findings. The following data and analysis support the legislative finding that conditions in the proposed redevelopment area meet the criteria of slum or blight as described in Florida Statute 163.340(7) or (8).

Findings

A "blighted area" is an area experiencing economic distress, endangerment to life or property due to the presence of a large number of deteriorated structures. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

Finding 1: Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities:

The proposed redevelopment area lacks public infrastructure to include adequate street layout, paved roads, stormwater management systems, and sanitary sewer service. Inadequate street layout and lack of paved roads limits accessibility to property located north of Muscogee Road and appears to have contributed to faulty lot layouts, accessibility, and usefulness of the property. While some of the area is served by sanitary sewer, the majority of the proposed area to the north of Muscogee Road and east of Highway 29 is not served by a public sewer system which hinders reinvestment and redevelopment opportunities. The faulty lot layouts, lack of accessibility or usefulness of property, and marginal sewer service in the proposed redevelopment area supports the need for redevelopment.

Finding 2: Deterioration of site or other improvements:

Based upon windshield surveys conducted during 2010, there is a predominance of deteriorated or dilapidated housing in the proposed area. Single family residents were scored based upon a point system ranging from 1, Excellent Condition to 5, Dilapidated

Condition. The housing conditions windshield survey results found 96% of the single family houses in the area fall in the categories of fair, poor, or dilapidated condition which means they require some form of repair or rehabilitation, show signs of structural damage, or need of demolition. The majority of houses, 87%, were found to be in fair condition. These houses show need for repair or rehabilitation as indicated by curling shingles and lack of energy related improvements. The majority (51.8%) of the houses in the proposed area were constructed prior to 1969. Due to the age of the majority of the structures in the proposed area, it would make sense that the houses are in need of updates to include energy related improvements. Over three quarters (79.8%) of the owner occupied housing in the area is valued at less than the County median housing value of \$117,527 with more than half (50.7%) valued at less than \$50,000. Overall housing conditions and values support the need for redevelopment in the area.

The average median household income in the area is \$28,921 which is over \$16,000 less than the County median income of \$45,484. Approximately 60% (59.6%) of the households located within the proposed redevelopment area reported an income of less than the County median income while only 38% of the residents in the County as a whole reported income below the median value.

Summary

Based upon the findings presented, the proposed redevelopment area exhibits conditions of slum or blight as defined by Florida Statutes. The proposed area would benefit from redevelopment programs and projects. A combination of rehabilitation, conservation, and redevelopment of the proposed area will support the elimination, prevention, and remedy of the conditions of slum and blight.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-66

Item #: 10.

BCC Regular Meeting

Date: 11/18/2010

Issue: 5:33 p.m. Public Hearing - Amending the Palafox Redevelopment Area Boundaries

From: Sandra Prince Jennings, P.E., Bureau Chief

Organization: Comm & Env Neigh Redevelopment

CAO Approval:

RECOMMENDATION:

Recommendation: That the Board, at the 5:33 p.m. Public Hearing, take the following action concerning adopting a Resolution Amending the Palafox Redevelopment Area Boundaries:

A. Adopt the Resolution amending the Palafox Redevelopment Area Plan as to boundaries only; providing for authority; providing determination; providing for severability; providing for an effective date; and

B. Authorize the Chairman to execute the Resolution.

[Funding Source: CRA Administration, Fund 151, Cost Center 220523, Object Code 54901]

BACKGROUND:

On May 27, 2010, Committee of the Whole, the CRA, a Division of the Community & Environment Bureau (CEB), was directed to conduct the necessary research and analysis to support findings that would determine whether properties located to the North of Beverly Parkway would meet the statutory criteria to be designated as a redevelopment area. The CRA has completed the "Findings of Necessity".

On November 18, 2010, at 4:20 p.m., a CRA meeting was convened to recommend to the Board the adoption of the Resolution amending the proposed boundaries. A Map of the proposed expansion area and the Findings of Necessity are attached.

BUDGETARY IMPACT:

Funding for the newspaper advertising was provided through the CRA Administration, Fund 151, Cost Center 220523, Object Code 54901. After the Redevelopment Plan is amended, the Palafox TIF Fund Ordinance will be amended to include the parcels identified in the proposed expansion area.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling a Public Hearing for the proposed expansion to the redevelopment area is in compliance with the Board guidelines and procedures.

IMPLEMENTATION/COORDINATION:

Upon Board adoption of the Resolution, CEB/CRA personnel in cooperation with other County Bureaus and agencies will amend the Redevelopment Plan and TIF Ordinance to include the expansion area.

Attachments

Resolution_Findings of Necessity_Legal Description_Map

RESOLUTION R2010- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA PURSUANT TO PART III, CHAPTER 163, FLORIDA STATUTES AMENDING THE PALAFOX REDEVELOPMENT PLAN AS TO BOUNDARIES ONLY; PROVIDING FOR AUTHORITY; PROVIDING DETERMINATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there remains a slum and blighted area in the part of the community known as "Palafox" that is in need of redevelopment and that threatens the area's successful redevelopment and sustainability of revitalization; and

WHEREAS, the Board of County Commissioners finds it is in the best interest of the citizens of Escambia County that this slum and blighted area be included in the County's revitalization efforts; and

WHEREAS, including this unproductive area in the Palafox Redevelopment Area would provide major economic and social benefits to the Palafox community and its residents.

WHEREAS, pursuant to Section 163.361, Florida Statutes, community redevelopment plans may be properly amended or modified at any time after approval by the governing body; and

WHEREAS, the Palafox Redevelopment Plan may be amended in accordance with the requirements set forth in Section 163.361, Florida Statutes, to expand the boundaries of the Palafox Redevelopment Area.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA THAT:

Section 1. Authority. This Resolution is adopted pursuant to the provision of Part III, Chapter 163, Florida Statutes, and entitled "Community Redevelopment."

Section 2. Definition. The definition of terms as provided in Section 163.340, Florida Statutes, as amended, are hereby adopted by reference whenever used or referred to in this resolution. In addition, the term "Palafox" when used in this Resolution shall mean the area within the boundaries of Escambia County, Florida, as legally described in Exhibit "A" attached hereto and as outlined in the map attached hereto as Exhibit "B" entitled "Palafox Redevelopment Area and 2010 Proposed Palafox Redevelopment Expansion Area," all of which are hereby referenced herein.

Section 3. Findings and Determinations. The Board of County Commissioners of Escambia County finds and determines as follows:

a) The Board of County Commissioners finds that the area referred to as the "2010 Proposed Palafox Redevelopment Expansion Area" has slum or blighted areas which substantially impair the sound growth of the County and are a threat to the public health, safety, morals, and welfare of the residents of the County; and that the existence of blight further creates an economic and social liability by hindering development, discouraging private investment, reducing employment opportunities, retarding the construction and improvement of housing accommodations, causing an excessive proportion of public expenditures for crime prevention and other forms of public services, and depressing the tax base.

b) The Board of County Commissioners further finds and determines that a combination of rehabilitations, conservations, and redevelopment of the area identified as the 2010 Proposed Palafox Redevelopment Expansion Area is necessary in the interest of the public health, safety, morals, and welfare of the area's residents in order to eliminate, remedy, and prevent such conditions of slum or blight.

c) The Board of County Commissioners further finds and determines that there exists a need for the Community Redevelopment Agency created pursuant to Part 1, Article VI, Section 78.151 of the Escambia County Code of Ordinances, to carry out certain redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes, in the proposed 2010 Proposed Palafox Redevelopment Expansion Area.

d) The Board of County Commissioners further finds and determines that the 2010 Proposed Palafox Redevelopment Expansion Area described in Exhibit "A" and outlined in the map attached as "Exhibit "B" is appropriate for redevelopment projects, and shall be included in the Palafox Redevelopment Area by amendment to the Palafox Redevelopment Plan in accordance with the requirements set forth in Part III, Chapter 163, Florida Statutes.

Section 4. Severability. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this _____ day of _____, 2010.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

**ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court**

Kevin W. White, Chairman

Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: 8/12/18

Exhibit A
Description
Palafox Expansion Community Redevelopment Area (CRA)
August 9, 2010

AND ALSO:

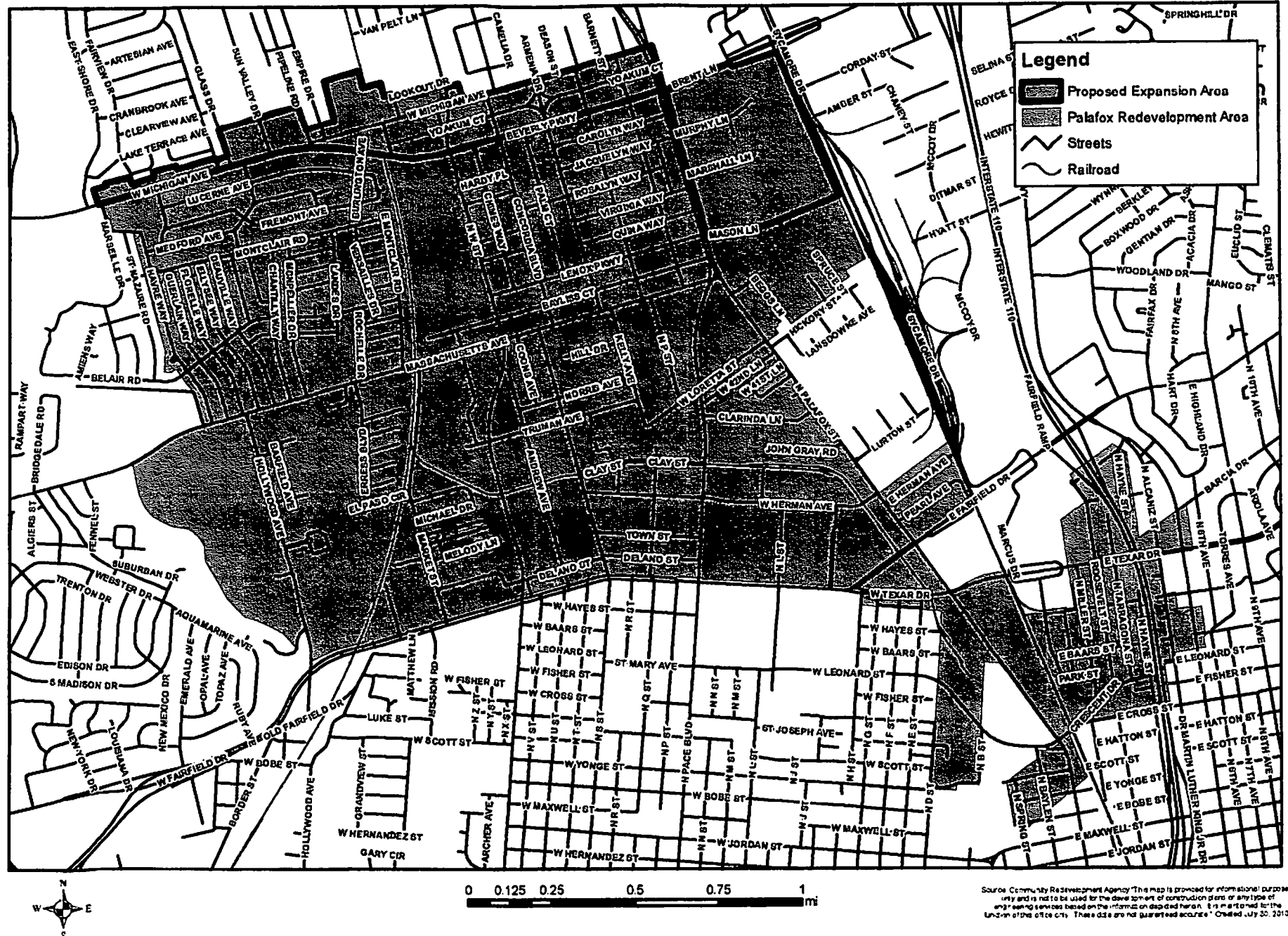
This description is intended solely for the purpose of identifying the Palafox Expansion Community Redevelopment Area referenced in this ordinance and is not intended to be used when conveying or otherwise defining interests in real property.

Begin at the centerline intersection of Marseille Drive and Beverly Parkway (West Michigan Avenue); thence Southwesterly along the centerline of Beverly Parkway to the intersection of said centerline and the southerly extension of the Easterly lot line of Lot 1, Block 10, Crescent Lake Unit No. 3, Plat Book 5, page 7, thence Northerly along said extension to the Southwest corner of Lot 5, Block 10, thence in an Easterly direction along the Southerly lot lines of Lots 5, 6, 7, 8, 9, 10 and 13 of Block 10 to the West right-of-way line of Fairview Drive; thence Southerly to the intersection of the Westerly extension of the North line of Lot 2, Block 2, Crescent Lake Unit No. 2, Plat Book 5, page 1; thence Easterly along said extension and the North lot lines of Lots 2, 1, 30 and 29, Block 2 to the Southeast corner of Lot 6, Block 2; thence Northerly along the East line of Lot 6, Block 2 to the Northwest corner of the "Not Included" portion of said Crescent Lake Unit No. 2; thence Easterly along the North line of said "Not Included" portion to the West line of Lot 15, Block 2, Crescent Lake Unit No. 1, Plat Book 4, page 97; thence Southerly along the West lot line of Lot 15, Block 2, to the Southwest corner of Lot 15, Block 2; thence Easterly along the Southerly lot lines of Lots 15, 16, 17, 18, 19, 20, and 21 of Block 2 to the centerline of Clearwater Avenue; thence Southerly along the centerline of Clearwater Avenue to the intersection of the centerline and the Westerly extension of the North line of Lot 1, Block 1, Crescent Lake Unit No. 1; thence Easterly along said extension and North line of Lot 1, Block 1, to the centerline of Glass Drive; thence Northerly along the centerline of Glass Drive to the intersection of the Westerly extension of the North line of that parcel of land recorded in Official Record Book 6504 at page 661 (Property Reference No. 44-1S-30-2002-000-022); thence Easterly along the North line of that parcel and following the extension of that line East to the centerline of Pipeline Road; thence Southerly along the centerline of Pipeline Road to the Westerly extension of the North line of that parcel of land recorded in Official Record Book 4490 at page 1817 (Property Reference No. 44-1S-30-2000-000-005); thence Easterly along the North line and the extension of that line to the East to the West line of that parcel of land recorded in Deed Book 112 at page 421 (Property Reference No. 44-1S-30-1104-000-000); thence Northerly along the West line of said parcel to the Northwest corner of that parcel of land recorded in Official Record Book 6528 at page 1400 (Property Reference No. 44-1S-30-2000-002-004); thence Easterly along the North line of said parcel to the West right-of-way line of the Alabama & Gulf Coast Railroad; thence Southerly along said West right-of-way line to the intersection of the Westerly extension of the North line of that parcel of land recorded in Official Record Book 2595 at page 176 (Property Reference No. 44-1S-30-1500-000-001) and the West right-of-way line of the Alabama & Gulf Coast Railroad; thence Easterly along the extension and North line to the Northeast corner of that parcel; thence Southerly along the East line of that parcel to the Northwest corner of that parcel of land recorded in Official Record Book 4705 at page 34 (Property Reference No. 44-1S-30-1100-000-002); thence Easterly along the North line to the Northeast corner of that parcel; thence Southeasterly to the centerline intersection of Lookout Drive; thence Easterly along the centerline of Lookout Drive to the West right-of-way line of "W" Street; thence Southerly along the West right-of-way line of "W" Street to the Northwest corner of that parcel of land recorded in Official Record Book 3888 at page 553 (Parcel 1 - Property Reference No. 45-1S-30-4000-003-001); thence Easterly along the North line of that parcel to the Northeast corner of that parcel of land recorded in Official Record Book 3888 at page 553 (Parcel 2 - Property Reference No. 45-1S-30-4000-001-001); thence Southerly along the East line of that parcel to the centerline of West Michigan Avenue; thence Northeasterly along the centerline to the East right-of-way line of North Palafox Street; thence Southerly along the East right-of-way line of North Palafox Street to the South right-of-way line of Brent Lane; thence Northeasterly along the South right-of-way line of Brent Lane to the Westerly right-of-way line of the Louisville & Nashville Railroad; thence Southeasterly along the Westerly right-of-way line of the Louisville & Nashville Railroad to the

Easterly extension of the North right-of-way line of Mason Lane; thence Westerly along the Easterly extension of the North right-of-way line of Mason Lane and the North right-of-way line of Mason Lane to the Easterly right-of-way line of Palafox Street (U.S. Hwy 29); thence Northwesterly along the Easterly right-of-way line of Palafox Street (U.S. Hwy 29) to the centerline intersection of Brent Lane and Beverly Parkway; thence Westerly along the centerline of Beverly Parkway and West Michigan Avenue to the Point of Beginning.



PALAFX REDEVELOPMENT AREA AND 2010 PROPOSED PALAFX REDEVELOPMENT EXPANSION AREA



Findings of Necessity Proposed 2010 Palafox Expansion Area

Introduction

As directed by the Board of County Commissioners at the May 27, 2010, Committee of the Whole, Escambia County Community Redevelopment Agency (CRA), a Division of the Community & Environment Bureau, prepared this report to support the proposed expansion of the Palafox Redevelopment Area. Since the Palafox Redevelopment Area was adopted in 2000 there have been two expansions. In 2001 the boundaries were extended south from Herman Street to Fairfield Drive to include Town and Country Shopping Center, the County's Central Office Complex, and former strip shopping center. In 2003 the boundaries were expanded to the west to include the neighborhoods of Bell Acres, Brentwood Park, Montclair, and Westernmark. This proposed expansion will include properties to the east of Palafox Street to the CSX railroad track and properties located to the north of Beverly Parkway. The boundary description of the proposed expansion area is presented as Exhibit A and begins with "AND ALSO". A map depicting the proposed expansion area is provided as Exhibit B. The following data and analysis support the legislative finding that conditions in the proposed expansion area meet the criteria of slum or blight as described in the Florida Statute 163.340(7) or (8).

Findings

A "blighted area" is seen as an area with a substantial number of deteriorated or deteriorating structures, in which conditions, as indicated by government, maintained statistics or other studies are leading to economic distress or endanger life or property. The proposed area exhibits conditions of blight as defined in Florida Statute to include the following:

Finding 1: Deterioration of site or other improvements:

CRA personnel conducted a windshield survey of housing conditions during July 2010. Of the 99 single family dwelling identified in the area, 96% were found to be in fair to poor condition. This means a majority of the single family dwellings located within the proposed expansion area show signs of obvious structural damage or some level of repair or rehabilitation is required.

Based upon a windshield survey of the proposed expansion area, the predominant land use in the area is commercial comprising approximately 34%. During August 2010, CRA personnel conducted a windshield survey of commercial building conditions in the proposed area. Of the buildings surveyed, only 9% were found to be in excellent or good condition. The majority (80%) were found to be in fair condition which requires some form of rehabilitation or maintenance such as painting, improved signage, landscaping or parking lot repairs. The remaining 11% were found to be in poor or dilapidated condition requiring structural rehabilitation or demolition. The prevailing lack of maintenance to both residential and commercial structures contributes to the overall appearance of blight in the community.

Finding 2: Governmentally owned property with adverse environmental conditions:

The Escambia Treating Company Superfund site encompassing approximately 120 acres, is located on the eastern edge of the Redevelopment area. For the past two decades, the County has been actively working with the U.S. Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP) to remediate this site and bring it back into productive use. The long term plan is to redevelop the site as an urban commerce park. The wood treating company closed in 1982. In 1991, EPA excavated approximately 225,000 cubic yards of contaminated material that was stocked piled on site until recent soil remediation activities were completed. As part of the remediation process, residents living in two neighboring areas, Clarinda Triangle and Rosewood Terrace, were relocated contributing to the number of abandoned and vacant properties in the area. While the County has worked closely with EPA to demolish many of the vacant residences, their presence has contributed to blight in the community. Two decades of environmental cleanup activities have taken a toll on the neighboring community. Many of the commercial properties in the area are vacant and/or abandoned which is contributing to blight in the community. Little in the way of reinvestment in the area has occurred pending the final environmental status and ultimate redevelopment of this site. Additionally, the area lacks sufficient infrastructure such as public sewer service and storm water drainage system to support private sector reinvestment.

Summary

Based upon the findings presented, the proposed expansion area exhibits conditions of slum or blight as defined by Florida Statutes. The proposed expansion area would benefit from redevelopment projects and programs. A combination of rehabilitation, conservation and redevelopment would support the elimination, prevention, and remedy of the conditions of blight identified in the proposed area.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-53

Item #: 11.

BCC Regular Meeting

Date: 11/18/2010
Issue: 5:34 p.m. Public Hearing - Mobile Highway Land Clearing Debris Facility
From: Sandra Jennings
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation: That the Board, at the 5:34 p.m. Public Hearing, approve the renewal of a Permit to Construct, Operate, Modify, or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Mobile Highway Land Clearing Debris Facility, owned by Escambia County, Division of Solid Waste Management, and authorize the Community & Environment Bureau Chief to issue the permit (Funding: Solid Waste Fund 401, Account Number 34302).

BACKGROUND:

An application to renew a permit to operate in Escambia County was submitted to the Solid Waste Management Division by Escambia County, Division of Solid Waste Management. The Escambia County Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Division in order to operate an infill facility in Escambia County. The Bureau Chief of Community & Environment Bureau has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit renewal is attached hereto.

BUDGETARY IMPACT:

A Solid Waste Management Permit Application Fee of \$1,000 has been deposited into the Solid Waste Fund 401/Account Number 34302.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the application for form and accuracy by legal sign off.

PERSONNEL:

N/A.

POLICY/REQUIREMENT FOR BOARD ACTION:

Ordinance 2006-24, enacted March 16, 2006, requires a permit to construct, operate, modify or close a construction and demolition debris or land clearing disposal management facility.

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation a Permit shall be issued and distributed accordingly.

Attachments

Mobile Highway Land Clearing



Community & Environment Bureau

Division of Solid Waste Management

13009 Beulah Road

Cantonment, FL 32533

Phone: 850.937.2160

Sandra Prince Jennings, P.E., Bureau Chief

Permit to Construct and/or Operate a Land Clearing Debris (LCD) Facility

Permittee:	Escambia County, Division of Solid Waste Management
Facility Name:	Mobile Highway Land Clearing Debris Facility
Facility Type:	Infill facility as reclamation activity for borrow pits existing prior to September 16, 2004
File Number:	2009-04-003LCD
Original Date of Issue:	May 21, 2009
Renewal Date:	November 18, 2010
Expiration Date:	November 18, 2011
Development Review #:	PSP090200014
Date:	10/04/2010
Total Acreage of Facility:	11 Acres
Total Area Licensed for Disposal:	11 Acres

This permit is issued under the provision of Chapter 82, Article V. Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Division of Solid Waste Management, hereinafter called Department, and made a part hereof and specifically described as follows:

To construct and operate a Regional Construction and Demolition Debris disposal facility located on Rolling Hills Road, approximately 200 feet south of Kemp Road in Escambia County Florida. Total area of facility is 145 acres, including 22 acres of closed disposal area and an active licensed disposal area of 17 acres available for use as a reclamation activity for a borrow pit existing prior to September 16, 2004. This facility shall be operated in accordance with the permit application dated April 13, 2007 and the general and specific conditions required by this permit.

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances.
Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.
4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.
5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
6. Permittee, by accepting this permit, specifically agrees to allow authorized Department

personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

- a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
 - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
 - c. Having access to and copying any records that must be kept under the conditions of this permit.
7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:
- a. A description of and cause of noncompliance, and
 - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.
11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
12. Permittee shall submit all comments or correspondence required by this permit to:

Sandra Prince Jennings, P.E.
Bureau Chief, Community & Environment Bureau
Division of Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533
Phone 850-937-2160
E-mail Sandra_jennings@co.escambia.fl.us

Copy to:
Ronald C. Hixson
Manager, Engineering and Environmental Quality
13009 Beulah Road
Cantonment, FL 32533
Phone 850-937-2179
E-mail ron_hixson@co.escambia.fl.us

**Specific Permit Conditions – Infill Facilities as Reclamation Activity for Borrow Pits
Existing Prior to September 16, 2004**

1. Facility Setback

Footprint setback shall be a minimum of 100 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Permittee may request a reduction in the facility setback through the Board of Adjustment (BOA).

2. Aerial and Vertical Height

Aerial and vertical height during operation shall be limited to average grade before commencement of operation with allowance for closure and capping to prevent stormwater instruction into the debris pile.

3. Fencing and Access Control

Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Division approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Division.

4. Cover Material and Application

Cover shall be used at lease bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors.

5. Operational Hours

Operations are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. and Saturday 7:00 a.m. to 3:00 p.m. Notwithstanding the above, cover may be applied after

the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4th

6. Volume Reduction

Volume reduction may not be accomplished by means of chipping, shredding or burning the debris.

7. Active Disposal Area

Land Clearing Debris Facility "active areas" or "active licensed disposal areas" may not be within a regulatory floodplain or in areas not on the flood maps but known to be subject to flooding. Section 82-226(1)g.

8. Dust Suppression.

Active dust suppression is required to prevent dust migration off site.

9. Nuisance

No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a nuisance as defined in county ordinance 2006-24. Section 82.225 (cc).

10. Queuing

Queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited.

11. Commercial General Liability Coverage

The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 86-233.

12. Litter, Sediment and Traffic Control; Road Maintenance

The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234. The Permittee shall notify the Division on any modification or change to the existing entrance or the installation of alternate entrances or exits prior to use.

Mobile Highway - .5 miles east and west of facility entrance.

13. Abatement Procedures

Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.

14. Required Reports

Permittee shall submit semi-annual reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.

15. Permit Renewals

Permittee shall submit an application, on Division provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is **2009-04-003LCD**. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160
Weekends/Holidays: 850.937.2182

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By: _____

Title: ASST. COUNTY ATTORNEY

Date: OCT. 26, 2010

BOCC Authorization Date: _____

Permit Issue Date: November 18, 2010

Permit Expiration Date: November 18, 2011

Issuing Officer: Sandra Prince Jennings, P.E., Bureau Chief
Community & Environment Bureau

Signature

Date

Exhibit "A"
BCC May 7, 2009

**Escambia County
Department of Solid Waste Management
APPLICATION FOR A PERMIT TO CONSTRUCT,
OPERATE, MODIFY OR CLOSE A C&DD WASTE MANAGEMENT FACILITY**

A. GENERAL INFORMATION

1. Type of facility (check all that apply):

- ☐ Regional
- ☐ Rural
- ☒ Infill
- ☐ Transfer
- ☒ Land Clearing Debris (LCD)

2. Type of application:

- ☐ Construction
- ☐ Operation
- ☒ Construction/Operation
- ☐ Closure

3. Classification of application:

- | | |
|-----------------------------------------|----------------------------------------------------|
| <input checked="" type="checkbox"/> New | <input type="checkbox"/> Substantial Modification |
| <input type="checkbox"/> Renewal | <input type="checkbox"/> Intermediate Modification |
| | <input type="checkbox"/> Minor Modification |

4. Facility name: Mobile Highway Land Clearing Debris Facility

5. ID Number: DEP File # 078441-003-SO Facility ID No. 1744

6. Facility location (main entrance): 6775 Mobile Highway
Pensacola, Florida

7. Location coordinates:

Section: 25 Township: 1S Range: 31
Latitude: 30 ° 28.9 ' N " Longitude: 87 ° 18.8 ' W "

8. Applicant name (operating authority): Escambia County Division of Solid Waste Management

Mailing address: 13009 Beulah Road, Cantonment, Florida 32533
Street or P.O. Box City County Zip

Contact person: Mr. Pat Johnson Telephone: (850) 937-2160

Title: Division Manager Email: Pat_Johnson@co.escambia.fl.us

9. Authorized agent/consultant: Sigma Consulting Group

Mailing address: 3689 Avalon Boulevard, Milton, Santa Rosa 32583
Street or P.O. Box City County Zip

Contact person: Mr. Jason Lashley Telephone: (850) 983-3875

Title: Senior Engineer Email: jlashley@sigmacg.com

10. Landowner (if different than applicant): Not/Applicable

Mailing address: _____
Street or P. O. Box City County Zip

Contact person: _____ Telephone: (____) _____

Email: _____

11. Date site will be ready to be inspected for completion: Final Buildout - 2023

12. Expected life of the facility: 14 years

13. Estimated costs:

Total Construction: \$ Not/Applicable Closing Costs: \$ 377,000.00

14. Anticipated construction starting and completion dates:

From: June 2009 To: August 2009

15. Expected volume or weight of waste to be received: 30 yds³/day.

The facility will function as an infill facility. The existing borrow pit will be filled with vegetative debris until it matches the existing grades surrounding the pit. The northwest portion of the pit will filled with debris and the southwest portion will graded to provide stormwater retention for the facility. Once the site is filled to final grade it will then be utilized as a staging area for hurricane debris cleanup operations.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:

see above

2. Facility site supervisor: Wesley Moreno

Title: Public Works Director

Telephone: (850) 937-2120

Email: Wesley_Moreno@co.escambia.fl.us

3. Disposal area: Total 11.0 acres; Used 7.4 acres; Available 11.0 acres

4. Security to prevent unauthorized use: ☒ Yes ☐ No

5. Charge for waste received: n/a \$/yds³ _____ \$/ton

6. Surrounding land use, zoning:

☒ Residential

☐

Industrial

☐ Agricultural

☐

None

☒ Commercial

☐

Other Describe: _____

7. Types of waste received:

☐ C & D debris

☒

Land Clearing Debris

8. Attendant: ☐ Yes ☒ No Trained operator: ☒ Yes ☐ No

9. Spotters: ☒ Yes ☐ No Number of spotters used: 1

10. Site located in: ☐ Floodplain ☐ Wetlands ☐ Other _____

11. Property recorded as a Disposal Site in County Land Records: ☒ Yes
☐ No

12. Days of operation: Monday thru Saturday

13. Hours of operation: _____ Monday thru Friday : 7:00 am to 5:00 pm
Saturday : 7:00 am to 3:00 pm

14. Days Working Face covered: Bi-Weekly

15. Elevation of water table: 65 Ft. (NGVD 1929)

16. Storm Water:

Collected: ☒ Yes ☐ No

Type of treatment: Total retention with no discharge

Name and Class of receiving water: Not applicable

17. Required submittals for issuance of permit.

- a. Boundary survey signed and seal by a registered Florida surveyor.
- b. Site Plan - Provide a site plan, at a scale not greater than 200 feet to the inch, which shows the facility location and identifies the proposed waste and final residue storage areas, total acreage of the site, and any other features which are relevant to the prohibitions or location restrictions such as water bodies or wetlands on or within 500 feet of the site, and potable water wells on or within 1000 feet of the site.
- c. Operational Plan - Provide an operation plan for the facility which includes: (1) a description of general facility operations, the number of personnel responsible for the operations including their respective job descriptions, and the types of equipment that will be used at the facility; (2) procedures to ensure any unauthorized wastes received at the site will be properly managed; (3) a contingency plan to cover operation interruptions and emergencies such as fires, explosions, or natural disasters; (4) procedures to ensure operational records needed for the facility will be adequately prepared and maintained; and (5) procedures to ensure that the wastes and final residue will be managed to not be expected to cause pollution.

18. Development Review Committee process completed.

☐ No ☒ Yes

Date: March 25, 2009

Project Number: PSP090200014

19. Development Order issued.

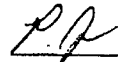
☐ No ☒ Yes

Date: March 25, 2009

C. CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER

1. Applicant:

The undersigned applicant or authorized representative of Mobile Highway Land Clearing Debris Facility is aware that statements made in this form and attached information are an application for a Land Clearing Debris Permit from the Department of Solid Waste Management and certifies that the information in this application is true, correct and complete to the best of his/her knowledge and belief. Further, the undersigned agrees to comply with the provisions of County Ordinance 2006-24 and all rules and regulations of the Department. It is understood that the Permit is not transferable, and the Department will be notified prior to the sale or legal transfer of the permitted facility.



Signature of Applicant or Agent

13009 Beulah Road

Mailing Address

Mr. Pat Johnson

Name and Title (please type)

Cantonment, Florida

City, State, Zip Code

Pat_Johnson@co.escambia.fl.us

E-mail address (if available)

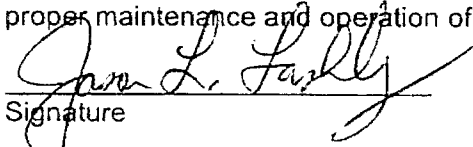
(850) 937-2160

Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under Sections 403.707 and 403.7075, Florida Statutes):

This is to certify that the engineering features of this C & DD waste management facility have been designed/examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated, will comply with all applicable statutes of the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a set of instructions of proper maintenance and operation of the facility.



Signature

Jason L. Lashley, Senior Engineer

Name and Title (please type)

3689 Avalon Boulevard

Mailing Address

Milton, Florida 32583

City, State, Zip Code

jlashley@sigmacg.com

Email Address (if applicable)

57353

Florida Registration Number
(Please affix seal)

(850) 983-3875

Telephone Number

4-1-9

Date



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-107

Item #: 12.

BCC Regular Meeting

Date: 11/18/2010
Issue: Committee of the Whole Recommendation
From: Doris Harris
Organization: Clerk & Comptroller's Office
CAO Approval: N/A

RECOMMENDATION:

Recommendation: The Committee of the Whole (C/W), at the November 9, 2010, C/W Workshop, recommends that the Board authorize the County Administrator, or his designee, the County Attorney, a representative of the managing company (Veolia Transportation Services, Inc.) for Escambia County Area Transit, and a representative of the company (Transit Advertising Limited, Inc.) currently handling the advertising, to negotiate an extension to the Contract (Agreement to Provide Exterior Advertising Services for Fixed Route Buses Operated by Escambia County Area Transit), to include a provision that Transit Advertising Limited, Inc., will not enter into advertising contracts that extend beyond the period of its Agreement with the County, and provide a recommendation at the next C/W Workshop (C/W Item 9).

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

CW Recommendation



EXECUTIVE ADMINISTRATION/LEGAL DIVISION

ACCOUNTING DIVISION
APPEALS DIVISION
ARCHIVES AND RECORDS
CENTURY DIVISION
CHILD SUPPORT
CLERK TO THE BOARD
COUNTY CIVIL
COUNTY CRIMINAL
COURT DIVISION
CIRCUIT CIVIL
CIRCUIT CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE
JURY ASSEMBLY
GUARDIANSHIP
HUMAN RESOURCES
JUVENILE DIVISION
MARRIAGE
MENTAL HEALTH
MANAGEMENT INFORMATION SYSTEMS
OFFICIAL RECORDS
ONE STOP
OPERATIONAL SERVICES
PROBATE DIVISION
TRAFFIC DIVISION
TREASURY

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Honorable Ernie Lee Magaha
Clerk of the Circuit Court & Comptroller

By: 
Doris Harris, Deputy Clerk to the Board

DATE: November 10, 2010

RE: Committee of the Whole Workshop Recommendation

Recommendation: The Committee of the Whole (C/W), at the November 9, 2010, C/W Workshop, recommends that the Board authorize the County Administrator, or his designee, the County Attorney, a representative of the managing company (*Veolia Transportation Services, Inc.*) for Escambia County Area Transit, and a representative of the company (*Transit Advertising Limited, Inc.*) currently handling the advertising, to negotiate an extension to the Contract (*Agreement to Provide Exterior Advertising Services for Fixed Route Buses Operated by Escambia County Area Transit*), to include a provision that Transit Advertising Limited, Inc., will not enter into advertising contracts that extend beyond the period of its Agreement with the County, and provide a recommendation at the next C/W Workshop (*C/W Item 9*).

DCH/



ECAT Branding Initiatives and Advertising

BCC Committee of Whole

November 9, 2010

**Presented by Marilyn Wesley, Deputy Bureau Chief
and**

Kenneth Gordon, ECAT General Manager

11-9-2010
C/W #9



Current Status

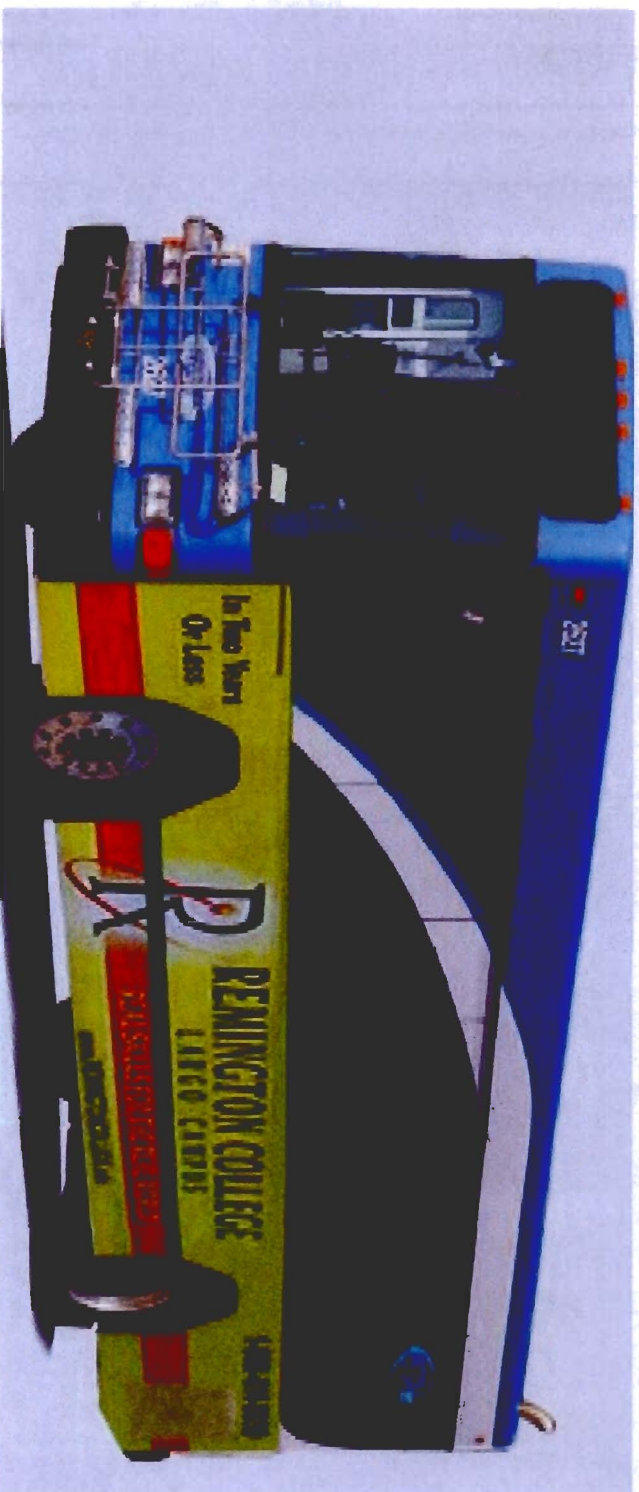
- ECAT has begun a “branding initiative” designed to regain community recognition of ECAT.
- The first stage includes the September 2010 activation of ten (10) new energy-efficient transit buses, displaying the new “Going for Green” color and new ECAT logo
- The second stage will include paid advertisements in the ECAT Ride Guide





Proposed New Initiatives

- Option 1 – Offer “Half Side” only sales, utilizing 22 buses



Proposed New Initiatives



- Option 1 Continued:

3 pricing scenarios

- 22 buses X \$250 per bus = \$5,500 per month = \$66,000 annual revenue to ECAT
- 22 buses X \$500 per bus = \$11,000 per month = \$132,000 annual revenue to ECAT
- 22 buses X \$750 per bus = \$16,500 per month = \$198,000 annual revenue to ECAT



Proposed New Initiatives

- Option 2 – Offer Interior Advertising Only
11” x 28” cards/inserts





Proposed New Initiatives

- Option 2 continued:

2 pricing scenarios

- 10 customers X \$10 per card X 30 card minimum = \$36,000 annual revenue to ECAT
- 10 customers X \$10 per card X 30 card minimum at 50/50 share = \$18,000 annual revenue to ECAT



Proposed New Initiatives

- Option 3 (Recommended) – Offer both Half Side and Interior Advertising for Maximum Revenue Generation



Current Program - “Option 4”

- Option 4 (Not Recommended) – To maintain current exterior advertising via full bus wrap



Current Program – “Option 4”



- Full bus wrap advertising is currently under contract with Transit Advertising, Inc.
- Contract will expire December 31, 2010 (original contract and both extensions have been exhausted)
- ECAT requests to manage all advertising services in-house
- If not performed in-house, RFP will have to be issued



Other Advertising Revenue

- The new Bus Bench and Shelter Program with Martin-Mency Inc. is contracted to generate a minimum of \$21,000 annually in the unincorporated County area
- The possible inclusion of the incorporated City area may generate revenue of approximately \$19,000 annually (in preliminary discussion stages)



2010/07/23 06:24

Board Direction

- Questions?



*Yvonne — Copy of potential presentation
on Thursday. Debbi*

Commissioners,

I'd like to thank you Commissioner White and Commissioner Robinson for this unusual opportunity to speak before you this morning. My name is Debbi Crossland and I own Transit Advertising Ltd. Inc. We are a local company that for 20 years, we have provided income to Escambia County via bus advertising.

Today is dejavue for me. 10 years ago, I stood before another group of county commissioners when the transit manager and an assistance county administrator proposed to abolish transit advertising and create "branding" by using only white buses. I recall a word used during that meeting was "ludicrous".

As a result of their **wise decision and fiduciary responsibility** to the citizens, our company has continued to provide over **half of a million dollars (\$540,461.26 to be exact)** in sales to Escambia county to date. The Commissioners also decided that the fronts and backs of the buses would provide recognition that the buses belonged to ECAT through logos or body copy.

I speak to you about **maximizing resources** at a time when resources are limited. In this time of increasing demands on ever-shrinking dollars, the chance to leverage revenue from existing passive resources is sought by local governments and welcomed by most transit systems. Transit agencies are now shrewdly asking whether their **advertising assets** could **be** making greater contributions to operating revenues. **Miami, Orlando, Gainesville, Ft. Lauderdale, Jacksonville, Ft. Myers, Tampa, along with Ft. Walton/Destin** have transit system advertising. I challenge the MTCAB to ask these counties if they would consider discontinuing transit advertising.

The American Marketing Association (AMA) defines a brand as a "name, term, sign, symbol or design, or a combination of them, intended to identify the goods and services of one seller or group of sellers to differentiate them from those of other sellers.

Actually, ECAT buses have been **"branded" for 20 years**. They have been "branded" by 91 Escambia County commercial partners - advertising agencies, national companies, and state agencies. They utilize transit advertising because it is unique, highly visible, creates a **lasting** impression, and is reasonably priced. **Toether we have provided Escambia County with close to a million dollars (\$987,350.71 to be exact)** since 1990 when our firm was granted the first contract.

There are many challenges to selling transit that I won't take the time to address. Suffices to day, advertisers don't have to use your buses; they have many other choices of media that provides no income to the county. They have chosen your transit over other (or in addition to) media available to them - which increases non-farebox revenues.

*11-9-2010
clw #9*

However, I am proud to say that the 23 buses we currently are entitled to use are **all under contract** - (some far into next year) and there is a waiting list. 5 years ago we were originally granted 31 via an RFP, but the county removed 8 from our advertising control 3 years ago.

The Federal Transit Authority guidelines regarding Satisfactory Continuing Control over real property, facilities and equipment state - **"FTA encourages grantees to make incidental use of property when it can raise additional revenues for the transit system, at a reasonable cost"**.

It costs you nothing to gain this additional revenue. All we ask is that ECAT personnel deliver a bus to our production shop whereby we can fulfill the advertisers contract in a timely manner, pick it up when the graphics are completed, and put that bus back on the streets for which the advertisers are paying. The most important features of any medium are: It delivers exactly what was bought; It is a good value for the money.

The Mass Transit Citizens Advisory Board members provide a much-needed service in terms of areas of improvement to the ECAT bus system and I note via their minutes that ECAT management strives to comply to their requests and suggestions. ECAT marketing, Nancy Lohr has given me great tools through on-line route maps and ridership demographics.

However, in the MTCAB efforts to discontinue bus advertising, in an article published in Mass Transit the industry publication, "First, we have to change policies that choke off funding for urban transit." That is exactly what would happen if transit advertising is discontinued.

Now granted, we have been told that the new buses are 99.5% cleaner in emissions than the 10 -1992's that ECAT are retiring - as one would expect. They are better for our environment and should be utilized, but not to the detriment of your advertisers who are generating this much-needed revenue.

In closing I'd like to reiterate the pros and cons of continuing transit advertising.

Pro:

- It provides revenue to the county at no cost
- It promotes the economy of local businesses in the community
- It is encouraged by the Federal Transit Administration who contributes major funding to our local system

Cons – It puts lime green buses on the streets so that riders can recognize it as a bus.

It appears to me that a plan to replace these revenues should be immediately considered by the Mass Transit Citizen's Advisory Board.

Transit Advertising Revenues paid to Escambia County

1990	26,630.75	
1991	34,135.65	
1992	32,409.19	
1993	31,018.95	
1994	31,654.44	
	155,848.98	
1995	32,081.33	
1996	38,160.09	
1997	45,114.92	
1998	56,136.75	
1999	52,588.28	
2000	56,859.10	280,940.47
2001	56,080.43	
2002	54,534.81	
2003	53,276.25	
2004	70,461.71	
2005	78,872.72	
	313,225.92	
2006	63,542.28	
2007	57,971.80	
2008	29,823.75	# of buses reduced from 31 to 23 by ECAT mgmt
2009	37,946.26	
2010	37,951.25	to 9/30/2010
	10,100.00	estimated through end of year)
	237,335.34	
		10 years \$550,561.26

987,350.71 Total Revenue Advertising generated to Escambia County

**Note: All buses assigned to Transit Advertising have contracted
contrated advertising through end of year and into 2011**

AI-109

Item #: 13.

BCC Regular Meeting

Date: 11/18/2010

SUBJECT:

Clerk & Comptroller's Report

Attachments

Clerk & Comptroller's Report

**BACKUP NOT INCLUDED WITH THE CLERK'S REPORT IS AVAILABLE FOR REVIEW IN
THE OFFICE OF THE CLERK TO THE BOARD
ESCAMBIA COUNTY GOVERNMENTAL COMPLEX, SUITE 130**

CLERK OF THE COURTS & COMPTROLLER'S REPORT
November 18, 2010

I. CONSENT AGENDA

1. That the Board accept, for filing with the Board's Minutes, the following three Reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:
 - A. Payroll Expenditure for Pay Date November 12, 2010, in the amount of \$2,221,813.50; and
 - B. The following two Disbursements of Funds:
 - (1) October 28, 2010, to November 3, 2010, in the amount of \$8,261,282.96; and
 - (2) November 4, 2010, to November 10, 2010, in the amount of \$2,024,924.30.
 - C. The Investment Report for Month ended October 31, 2010; and
 - D. The Tourist Development Tax Collections Data for Fiscal Year 2010-2011, which includes the September 2010 returns received in the month of October 2010; the one month revenue collected reflects 8.29% of the Budget for the Fiscal Year.
2. That the Board accept, for filing with the Board's Minutes, the Minutes of the Quarterly Meeting of the County Investment Advisory Committee (CIAC) held September 24, 2010, as prepared by the Clerk to the Board's Office.

3. That the Board take the following action concerning documents provided to the Clerk of the Circuit Court and Comptroller's Office:
 - A. Accept, for filing with the Board's Minutes, Modification Number 01 to Grant Agreement Between the Department of Community Affairs and Escambia County, based on the Board's January 7, 2010, action adopting a Resolution authorizing submission of the Community Development Block Grant Disaster Recovery Grant (2008 Storms) Application, as executed by the Chairman on August 5, 2010, and provided to the Clerk of the Board's Office on October 28, 2010; and
 - B. Ratify the Interim County Administrator's October 22, 2010, execution of, and accept, for filing with the Board's Minutes, the Addendum Non Profit Developer Agreement Loaves and Fishes Soup Kitchen, Inc., Escambia County Neighborhood Stabilization Program, based on the Board's action of August 19, 2010, approving the Non Profit Developer Agreement and authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents required to implement the Project, as provided to the Clerk to the Board's Office on November 2, 2010.
4. That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:
 - A. Approve the Minutes of the Joint Meeting of the Santa Rosa County and Escambia County Boards of County Commissioners held October 25, 2010;
 - B. Approve the Minutes of the Regular Board Meeting held November 4, 2010;
 - C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 4, 2010; and
 - D. Approve the Minutes of Attorney-Client Session held November 9, 2010.



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

Clerk & Comptroller's Report

Item #: 1.

Date: 11/18/2010

Acceptance of Reports

From: Doris Harris

Recommendation:

That the Board accept, for filing with the Board's Minutes, the following three Reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditure for Pay Date November 12, 2010, in the amount of \$2,221,813.50; and

B. The following two Disbursements of Funds:

(1) October 28, 2010, to November 3, 2010, in the amount of \$8,261,282.96; and

(2) November 4, 2010, to November 10, 2010, in the amount of \$2,024,924.30.

C. The Investment Report for Month ended October 31, 2010; and

D. The Tourist Development Tax Collections Data for Fiscal Year 2010-2011, which includes the September 2010 returns received in the month of October 2010; the one month revenue collected reflects 8.29% of the Budget for the Fiscal Year.

Attachments

Acceptance of Reports



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
ACCOUNTING DIVISION
APPEALS DIVISION
ARCHIVES AND RECORDS
CENTURY DIVISION
CHILD SUPPORT
CLERK TO THE BOARD
COUNTY CIVIL
COUNTY CRIMINAL
COURT DIVISION
CIRCUIT CIVIL
CIRCUIT CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE
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HUMAN RESOURCES
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MANAGEMENT INFORMATION SYSTEMS
OFFICIAL RECORDS
OPERATIONAL SERVICES
PROBATE DIVISION
TRAFFIC DIVISION
TREASURY

Escambia County, Florida
Payroll Expenditures of the
Board of County Commissioners

Pay Date: November 12 , 2010

Check No: 50018459 - 50018580	\$96,822.49
Direct Deposits:	\$1,061,256.93
Total Deductions and Matching Costs:	\$1,063,734.08
Total Expenditures:	\$2,221,813.50

2010 NOV -9 P 3:35
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL.



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
ACCOUNTING DIVISION
APPEALS DIVISION
ARCHIVES AND RECORDS
CENTURY DIVISION
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COURT DIVISION
CIRCUIT CIVIL
CIRCUIT CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦
Date of Board Meeting

FINANCE
JURY ASSEMBLY
GUARDIANSHIP
HUMAN RESOURCES
JUVENILE DIVISION
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MENTAL HEALTH
MANAGEMENT INFORMATION SYSTEMS
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OPERATIONAL SERVICES
PROBATE DIVISION
TRAFFIC DIVISION
TREASURY

Escambia County, Florida
Disbursement of Funds From:

10/28/10 to 11/03/10

DISBURSEMENTS

Computer check run of:

11/03/10

\$ 1,186,395.82

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment	\$ <u>0.00</u>
Elected Official	\$ <u>7,009,724.76</u>
Preferred Governmental Claims	\$ <u>51,738.97</u>
Dental Insurance	\$ <u>0.00</u>
Credit Card Purchases	\$ <u>13,423.41</u>

Total Disbursement by Wire

\$ 7,074,887.14

TOTAL DISBURSEMENTS

\$ 8,261,282.96

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

2010 NOV -4 P 4:11
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL.



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
ACCOUNTING DIVISION
APPEALS DIVISION
ARCHIVES AND RECORDS
CENTURY DIVISION
CHILD SUPPORT
CLERK TO THE BOARD
COUNTY CIVIL
COUNTY CRIMINAL
COURT DIVISION
CIRCUIT CIVIL
CIRCUIT CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦
Date of Board Meeting

FINANCE
JURY ASSEMBLY
GUARDIANSHIP
HUMAN RESOURCES
JUVENILE DIVISION
MARRIAGE
MENTAL HEALTH
MANAGEMENT INFORMATION SYSTEMS
OFFICIAL RECORDS
OPERATIONAL SERVICES
PROBATE DIVISION
TRAFFIC DIVISION
TREASURY

Escambia County, Florida
Disbursement of Funds From:

11/04/10 to 11/10/10

DISBURSEMENTS

Computer check run of:

11/10/10

\$ 1,334,158.51

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims \$ 14,710.76

Credit Card Purchases \$ 50,190.11

Other Veolia Transportation \$ 625,864.92

Total Disbursement by Wire

\$ 690,765.79

TOTAL DISBURSEMENTS

\$ 2,024,924.30

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

2010 NOV 12 A 9:05
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FL.



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
ACCOUNTING DIVISION
APPEALS DIVISION
ARCHIVES AND RECORDS
CENTURY DIVISION
CHILD SUPPORT
CLERK TO THE BOARD
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CIRCUIT CIVIL
CIRCUIT CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

• AUDITOR • ACCOUNTANT • EX-OFFICIO CLERK TO THE BOARD • CUSTODIAN OF COUNTY FUNDS •

FINANCE
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MENTAL HEALTH
MANAGEMENT INFORMATION SYSTEMS
OFFICIAL RECORDS
ONE STOP
OPERATIONAL SERVICES
PROBATE DIVISION
TRAFFIC DIVISION
TREASURY

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Ernie Lee Magaha
Clerk of the Circuit Court & Comptroller

By: *Patricia L. Sheldon*
Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM
Administrator for Financial Services
Clerk of the Circuit Court & Comptroller

DATE: November 9, 2010

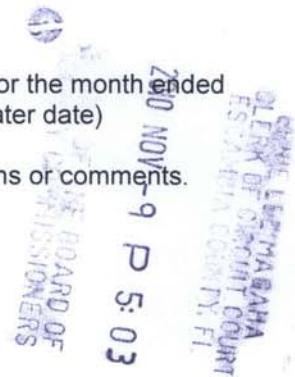
SUBJECT: October 31, 2010 Investment Report

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended October 31, 2010, as required by Ordinance 95-13. (backup to be distributed at a later date)

Please do not hesitate to call me at 595-4825 if you have any questions, suggestions or comments.

PLS/nac





EXECUTIVE ADMINISTRATION/LEGAL DIVISION
ACCOUNTING DIVISION
APPEALS DIVISION
ARCHIVES AND RECORDS
CENTURY DIVISION
CHILD SUPPORT
CLERK TO THE BOARD
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COUNTY CRIMINAL
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DOMESTIC RELATIONS
FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

* AUDITOR * ACCOUNTANT * EX-OFFICIO CLERK TO THE BOARD * CUSTODIAN OF COUNTY FUNDS *

FINANCE
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OPERATIONAL SERVICES
PROBATE DIVISION
TRAFFIC DIVISION
TREASURY

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Ernie Lee Magaha
Clerk of the Circuit Court and Comptroller

By: *Patricia L. Sheldon*
Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM
Administrator for Financial Services
Clerk of the Circuit Court and Comptroller

DATE: November 9, 2010

SUBJECT: Tourist Development Tax (TDT) Collections

RECOMMENDATION:

That the Board accepts, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the September 2010 returns received in the month of October 2010, as prepared by the Finance Department of the Clerk and Comptroller's Office. The report represents 1 month of collections for the 2011 fiscal year. The \$429,133 collected represents 8.29% of the budgeted revenue for fiscal 2011. Collections of the September 2010 returns indicate a 17% increase over the same time period in 2009.

PLS/nac

2010 NOV -9 P 5:03
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FL.

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY FLORIDA
 AS OF OCTOBER 31, 2010

Zip Code	Fiscal Year 2010 YTD Collected	Fiscal Year 2010 YTD Collected	Difference	% Change
32501	21,896	17,655	4,241	24%
32502	17,684	14,969	2,715	18%
32503	1,722	1,605	116	7%
32504	70,447	53,726	16,721	31%
32505	18,874	15,593	3,280	21%
32506	11,393	12,677	(1,284)	-10%
32507	60,796	57,614	3,182	6%
32514	30,769	26,218	4,551	17%
32526	16,363	13,660	2,703	20%
32534	9,402	9,501	(99)	-1%
32535	220	240	(20)	-8%
32561	169,567	143,076	26,491	19%
32562	-	-	-	0%
32577	-	-	-	0%
Total	\$ 429,133	\$ 366,536	\$ 62,597	17%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2011
 AS OF OCTOBER 31, 2010

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/10	21,896	5%	17,684	4%	1,722	0%	70,447	16%	18,874	4%
Total	\$ 21,896	5%	\$ 17,684	4%	\$ 1,722	0%	\$ 70,447	16%	\$ 18,874	4%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/10	11,393	3%	60,796	14%	30,769	7%	16,363	4%	9,402	2%
Total	\$ 11,393	3%	\$ 60,796	14%	\$ 30,769	7%	\$ 16,363	4%	\$ 9,402	2%

Month of Collection	Zip Code									
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/10	220	0%	169,567	40%	-	0%	-	0%	429,133	100%
Total	\$ 220	0%	\$ 169,567	40%	\$ -	0%	\$ -	0%	\$ 429,133	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2010
 AS OF OCTOBER 31, 2009

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/09	17,655	5%	14,969	4%	1,605	0%	53,726	15%	15,593	4%
Total	\$ 17,655	5%	\$ 14,969	4%	\$ 1,605	0%	\$ 53,726	15%	\$ 15,593	4%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/09	12,677	3%	57,614	16%	26,218	7%	13,660	4%	9,501	3%
Total	\$ 12,677	3%	\$ 57,614	16%	\$ 26,218	7%	\$ 13,660	4%	\$ 9,501	3%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/09	240	0%	143,076	39%	-	0%	-	0%	366,536	100%
Total	\$ 240	0%	\$ 143,076	39%	\$ -	0%	\$ -	0%	\$ 366,536	100%

Tourist Development Tax Collection Data
Reported in Fiscal Year Format
Escambia County Florida

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2000-2011											
Month Of Collection	For The Month Of	2000*	2001*	2002*	2003*	2004*	2005*	2006*	2007*	2008*	2009*	2010*	2011*
OCT	SEP	200,762	211,900	184,219	193,564	224,446	248,504	302,728	245,125	288,077	277,444	274,902	321,850
TOTAL		200,762	211,900	184,219	193,564	224,446	248,504	302,728	245,125	288,077	277,444	274,902	321,850

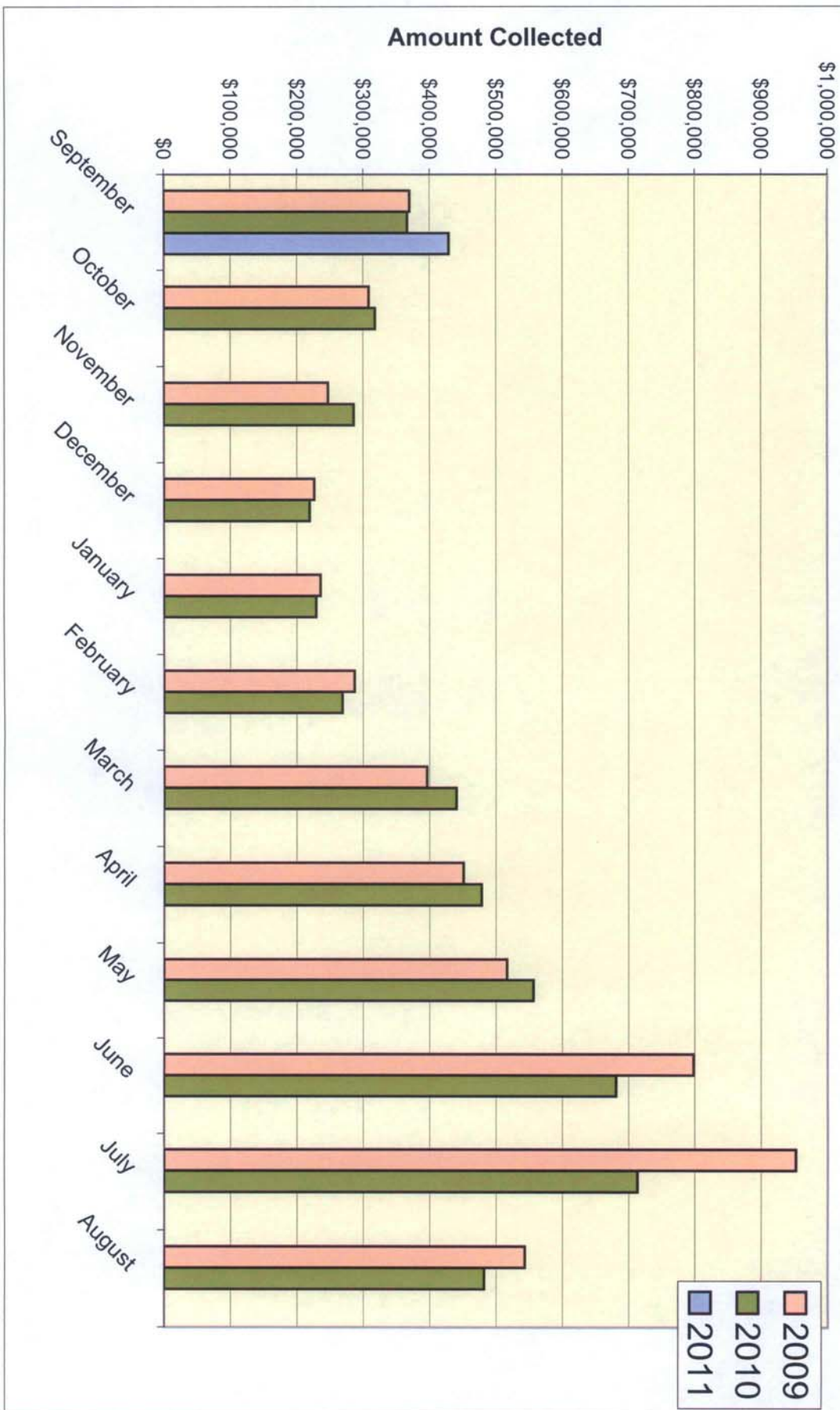
Source: Spreadsheet entitled "Revenue Calculations", line 6 for the current month.

TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY, FLORIDA

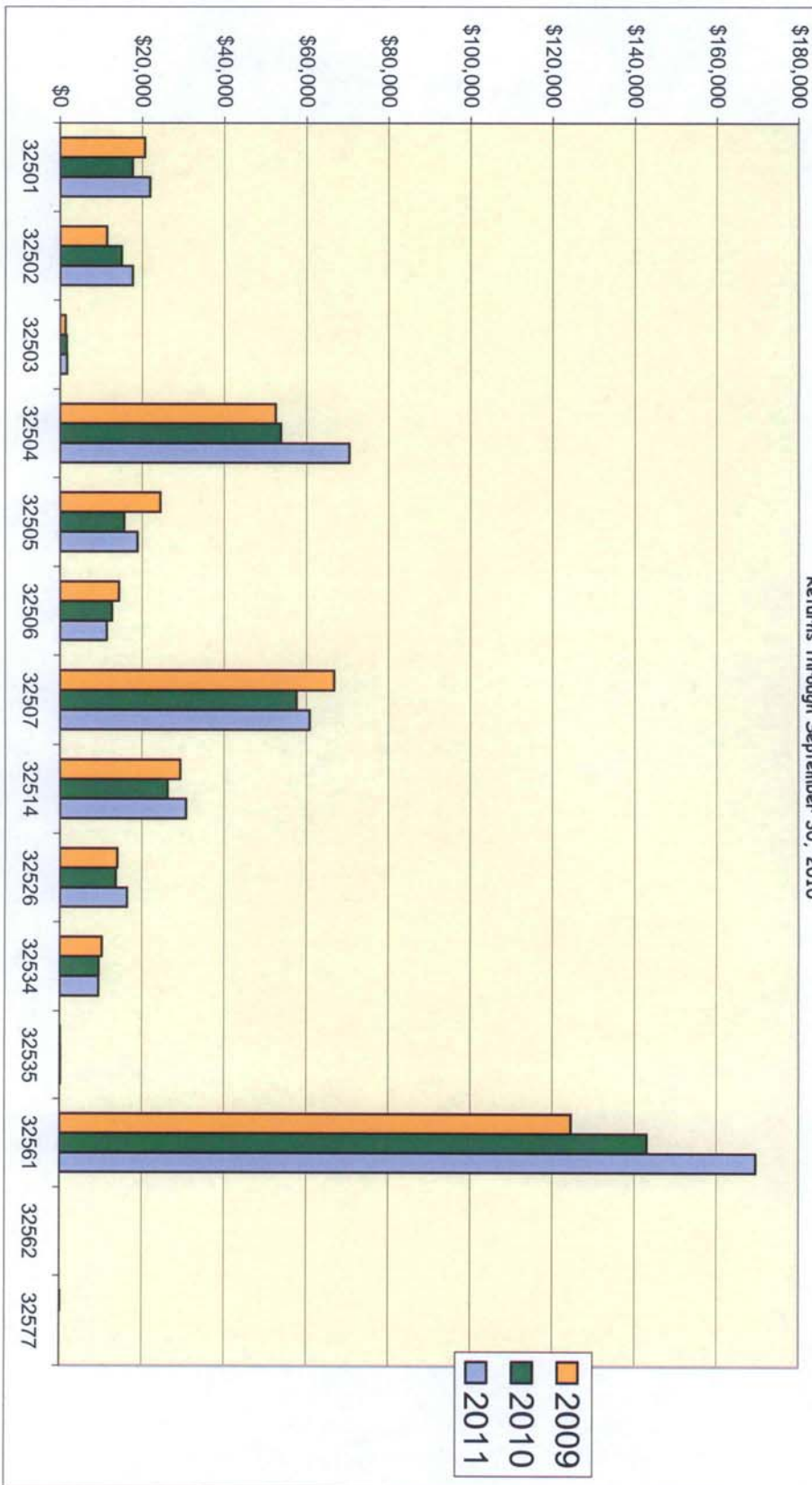
ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2000-2011													
Month Of Collection	For The Month Of	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
OCT	SEP	-	68,206	59,037	61,683	72,025	80,772	100,760	81,708	96,026	92,482	91,634	107,283
	TOTAL	-	68,206	59,037	61,683	72,025	80,772	100,760	81,708	96,026	92,482	91,634	107,283

Source: Spreadsheet entitled "Revenue Calculations", line 5 for the current month.

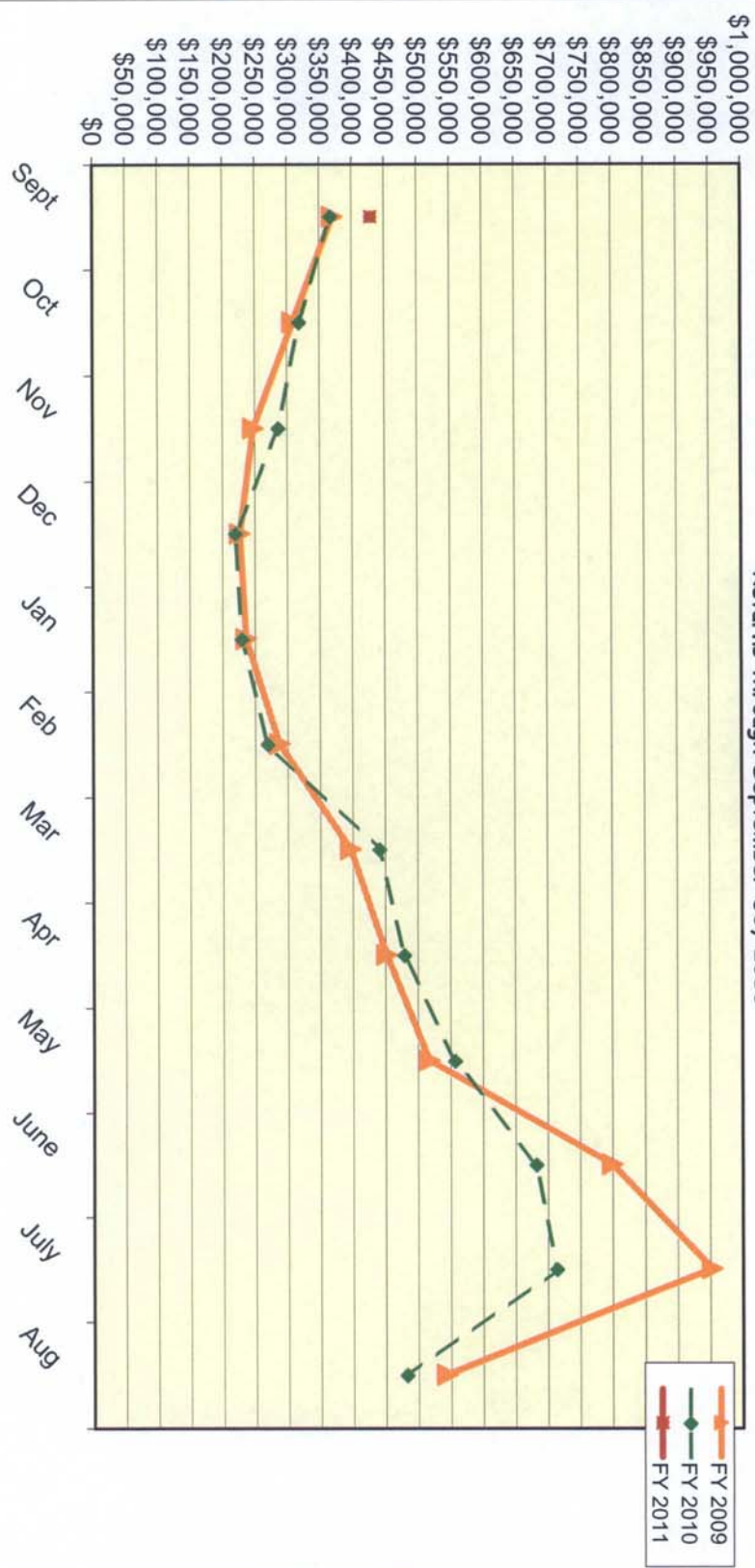
Tourist Development Tax Collections
Fiscal Year 2011
Returns through September 30, 2010



Tourist Development Tax Collections
Comparison by Zip Code
Fiscal Year 2011
Returns through September 30, 2010



TOURIST DEVELOPMENT TAX
2 YEAR TRENDLINE
Fiscal Year 2011
Returns through September 30, 2010





ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

Clerk & Comptroller's Report

Item #: 2.

Date: 11/18/2010

Acceptance of CIAC Minutes

From: Doris Harris

Recommendation:

That the Board accept, for filing with the Board's Minutes, the Minutes of the Quarterly Meeting of the County Investment Advisory Committee (CIAC) held September 24, 2010, as prepared by the Clerk to the Board's Office.

Attachments

9-24-2010 CIAC Minutes

MINUTES OF THE QUARTERLY MEETING OF THE
COUNTY INVESTMENT ADVISORY COMMITTEE
HELD SEPTEMBER 24, 2010
M. C. BLANCHARD JUDICIAL BUILDING
EXECUTIVE ADMINISTRATION CONFERENCE ROOM, SECOND FLOOR
190 GOVERNMENTAL CENTER, PENSACOLA, FLORIDA
(9:05 a.m. – 9:27 p.m.)

Members

Present: M. Blaise Adams, Chairman, Board of County Commissioners' Appointee
Robert A. Beargie, Vice Chairman, Board of County Commissioners' Appointee
(Via Teleconference)
Patricia L. Sheldon, Clerk of the Circuit Court and Comptroller's Designee
Bob Alft, Clerk of the Circuit Court and Comptroller's Appointee
Amy Lovoy, County Administrator's Designee

Absent: Gene M. Valentino, BCC Oversight Representative

Others

Present: Cheryl Maher, Accounting Supervisor, Clerk's Office
Doris Harris, Clerk to the Board's Office
Susan Ferris, Tax Collector's Office

AGENDA NUMBER

1-2. Call to Order/Roll Call

Mr. Adams called the County Investment Advisory Committee (CIAC) Quarterly Meeting to order at 9:05 a.m., and all Members or Designees were present.

3. Invocation

Mrs. Sheldon delivered the Invocation.

4. Legal Advertisement

The CIAC was advised by Mrs. Harris that the Meeting was advertised in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule September 20, 2010 – September 24, 2010, Legal No. 1487117*, as published in the Pensacola News Journal on September 18, 2010.

MINUTES OF THE CIAC MEETING – Continued

AGENDA NUMBER – Continued

5. Approval of Minutes

Motion made by Mrs. Sheldon, seconded by Mr. Alft, and carried unanimously, approving the Minutes of the Special Meeting of the CIAC held March 26, 2010, as prepared by the Clerk to the Board's Office.

Motion made by Mrs. Sheldon, seconded by Mr. Alft, and carried unanimously, approving the Minutes of the Quarterly Meeting of the CIAC held April 23, 2010, as prepared by the Clerk to the Board's Office.

Motion made by Mrs. Sheldon, seconded by Mr. Alft, and carried unanimously, approving the Minutes of the Special Meeting of the CIAC held May 17, 2010, as prepared by the Clerk to the Board's Office.

6. New Business

A. Review of Investment Reports for April, May, June, July, and August 2010

The CIAC reviewed the Investment Reports for April, May, June, July, and August 2010, and was advised by Mrs. Sheldon that the portfolio balance on August 31, 2010, was \$198,472,970, with year-to-date earnings of \$791,158 and current month earnings of \$96,320.

B. Status and Performance of Core Portfolio

The CIAC heard an overview from David Jang, PFM Asset Management, LLC, regarding the Escambia County Core Portfolio, which consists of the following investments, as illustrated in the *Escambia County Clerk of the Circuit Court and Comptroller, Asset Allocation as of July 31, 2010*, and the *Escambia County Clerk of the Circuit Court and Comptroller, Asset Allocation as of August 31, 2010*, as prepared by PFM Asset Management, LLC:

- (1) Allocation as of July 31, 2010 – 30.03% in United States Treasury Securities; .89% in Money Market Mutual Funds; 8.23% in Corporate Notes; 7.29% in Commercial Paper; and 53.56% in Federal Instrumentalities, and

(Continued on Page 3)

MINUTES OF THE CIAC MEETING – Continued

AGENDA NUMBER – Continued

6. Continued...

B. Continued...

(2) Allocation as of August 31, 2010 – 33.50% in United States Treasury Securities; 1.02% in Money Market Mutual Funds; 8.23% in Corporate Notes; 7.29% in Commercial Paper; and 49.96% in Federal Instrumentalities.

7. Adjourn

Mr. Adams adjourned the CIAC Meeting at 9:27 a.m.



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

Clerk & Comptroller's Report

Item #: 3.

Date: 11/18/2010

Documents Provided to the Clerk of the Circuit Court and Comptroller's Office

From: Doris Harris

Recommendation:

That the Board take the following action concerning documents provided to the Clerk of the Circuit Court and Comptroller's Office:

A. Accept, for filing with the Board's Minutes, Modification Number 01 to Grant Agreement Between the Department of Community Affairs and Escambia County, based on the Board's January 7, 2010, action adopting a Resolution authorizing submission of the Community Development Block Grant Disaster Recovery Grant (2008 Storms) Application, as executed by the Chairman on August 5, 2010, and provided to the Clerk of the Board's Office on October 28, 2010; and

B. Ratify the Interim County Administrator's October 22, 2010, execution of, and accept, for filing with the Board's Minutes, the Addendum Non Profit Developer Agreement Loaves and Fishes Soup Kitchen, Inc., Escambia County Neighborhood Stabilization Program, based on the Board's action of August 19, 2010, approving the Non Profit Developer Agreement and authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents required to implement the Project, as provided to the Clerk to the Board's Office on November 2, 2010.

Attachments

11-18-2010 Documents



EXECUTIVE ADMINISTRATION/LEGAL DIVISION
ACCOUNTING DIVISION
APPEALS DIVISION
ARCHIVES AND RECORDS
CENTURY DIVISION
CHILD SUPPORT
CLERK TO THE BOARD
COUNTY CIVIL
COUNTY CRIMINAL
COURT DIVISION
CIRCUIT CIVIL
CIRCUIT CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

♦ AUDITOR ♦ ACCOUNTANT ♦ EX-OFFICIO CLERK TO THE BOARD ♦ CUSTODIAN OF COUNTY FUNDS ♦

FINANCE
JURY ASSEMBLY
GUARDIANSHIP
HUMAN RESOURCES
JUVENILE DIVISION
MARRIAGE
MENTAL HEALTH
MANAGEMENT INFORMATION SYSTEMS
OFFICIAL RECORDS
ONE STOP
OPERATIONAL SERVICES
PROBATE DIVISION
TRAFFIC DIVISION
TREASURY

MEMORANDUM

TO: Honorable Board of County Commissioners

FROM: Honorable Ernie Lee Magaha
Clerk of the Circuit Court and Comptroller

By: *Doris Harris*
Doris Harris, Deputy Clerk to the Board

DATE: November 10, 2010

RE: Documents Provided to the Clerk of the Circuit Court and Comptroller's Office

Recommendation: That the Board take the following action concerning documents provided to the Clerk of the Circuit Court and Comptroller's Office:

- A. Accept, for filing with the Board's Minutes, *Modification Number 01 to Grant Agreement Between the Department of Community Affairs and Escambia County*, based on the Board's January 7, 2010, action adopting a Resolution authorizing submission of the Community Development Block Grant Disaster Recovery Grant (2008 Storms) Application, as executed by the Chairman on August 5, 2010, and provided to the Clerk of the Board's Office on October 28, 2010; and
- B. Ratify the Interim County Administrator's October 22, 2010, execution of, and accept, for filing with the Board's Minutes, the *Addendum Non-Profit Developer Agreement Loaves and Fishes Soup Kitchen, Inc., Escambia County Neighborhood Stabilization Program*, based on the Board's action of August 19, 2010, approving the Non-Profit Developer Agreement and authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents required to implement the Project, as provided to the Clerk to the Board's Office on November 2, 2010.

DCH/



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

OCT 16 2010

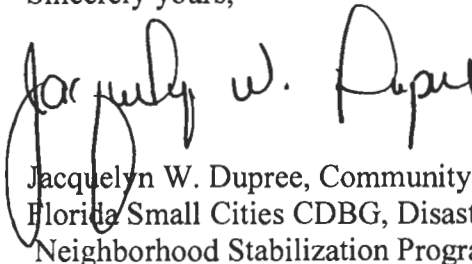
The Honorable Grover C. Robinson, IV
Chairman, Escambia County BOCC
221 Palafox Place, Suite #400
Pensacola, FL 32502

Re: Disaster Recovery Community Development Block Grant (CDBG) Program
Contract Number 10DB-D4-01-27-01-K 08

Dear Mr. Robinson:

A review of the proposed Modification Number 1 to the referenced subgrant agreement, transmitted under cover of your letter dated August 6, 2010, has been completed. The review indicates that the revised budget and work plans appear to be in accordance with program requirements. An approved copy of the fully executed modification is enclosed with this letter. Please retain the modification in the official CDBG subgrant files. If you have questions regarding this matter, please call Adriane Burgess, Community Assistance Consultant, by phone at (850) 410-0871 or by email at adriane.burgess@dca.state.fl.us.

Sincerely yours,


Jacquelyn W. Dupree, Community Program Manager
Florida Small Cities CDBG, Disaster Recovery and
Neighborhood Stabilization Programs

JWD/ab

Enclosures

cc: Randy Wilkerson, Escambia County

County Commissioner
OCT 25 2010

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-2100

850-488-8466 (p) • 850-921-0781 (f) • Website: www.dca.state.fl.us

• COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) • FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) •
• HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) •

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-16. Approval of Various Consent Agenda Items – Continued

8. Continued...

C. Approving that these terms are offered under threat of condemnation, and in the event the seller rejects this offer, authorizing the County Attorney's Office to file condemnation proceedings to acquire this property; and


D. Authorizing the Chairman to sign all documents needed to complete the purchase.

9. Taking the following action concerning the (State of) Florida Division of Emergency Management (FDEM) Domestic Security Grant award letter, dated October 30, 2009, identifying Grant funding being awarded to Escambia County, in the amount of \$72,000, with a Grant period of October 1, 2009, through April 30, 2012:

A. Approving the FDEM award letter identifying funding from the Homeland Security Grant Program that will be identified in Fund 110, Other Grants and Projects, Cost Center 330459;

B. Authorizing the Chairman to execute the Grant award letter; and

C. Authorizing the County Administrator to execute the subsequent Grant Contract as referenced in the award letter.

 10. Taking the following action concerning the State of Florida Department of Community Affairs (DCA) Community Development Block Grant (CDBG) Disaster Recovery Grant (2008 Storms) (Funding: Fund 110, Other Grants and Projects, if awarded):

A. Adopting the Resolution (R2010-7) authorizing submission of the Community Development Block Grant (CDBG) Disaster Recovery Grant (2008 Storms) Application to the Florida Department of Community Affairs (DCA), in the maximum amount of \$7,067,397, for the benefit of the citizens of Escambia County, the City of Pensacola, and the Town of Century;

(Continued on Page 39)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-16. Approval of Various Consent Agenda Items – Continued

10. Continued...

B. Approving the Interlocal Agreement with the City of Pensacola for joint implementation of affordable housing activities, estimated at \$3,000,000 in CDBG Disaster Recovery Grant (2008 Storms) funds;

C. Approving the Interlocal Agreement with the Town of Century, subject to legal signoff, for implementation of an estimated \$600,000 in CDBG Disaster Recovery Grant (2008 Storms) funds; and



D. Authorizing the County Administrator and/or Chairman, as appropriate, to execute all Application and Grant award documents, Agreements, related forms, and any other documents as may be required to submit, receive, and fully implement the Disaster Recovery Grant.

11. Accepting the funding recommendations from the United Way Human Services Appropriations Committee for Fiscal Year 2009-2010, in the amount of \$95,500, in the adopted Fiscal Year 2009-2010 Budget, Public Social Services, General Fund 001, Cost Center 220202.

12. Approving a Purchase Order, in the amount of \$167,991.19, to SMG for management fees for The Pensacola Civic Center for Fiscal Year 2009-2010, to be paid from Fund 409 (Civic Center Fund), Cost Center 221301 (Civic Center Admin.), Object Code 53401.



ESCAMBIA COUNTY ADMINISTRATION TRANSMITTAL MESSAGE

Date: 10-27-2010

TO: Doris Harris

BCC: 01-07-2010

CAR II-10 Modification Number 01 to Grant Agreement between the
Department of Community Affairs and Escambia County

Please Initial and Date
Below on Line Provided

sig for 10/27/10

Shirley Gafford, Executive Assistant, County Administration

Attached is the Clerk's Original for filing with the Board's Minutes.

(Note: This item was not Agenda backup.)

Thank you.

deh

Doris Harris, Deputy Clerk

POWER OF ATTORNEY
 GILBERT R. FROST, JR.
 10000 W. ALHAMBRA BLVD., SUITE 100
 WESTMINSTER, CO 80057-1000

2010 OCT 28 A 747

THE BOARD OF
 COMMISSIONERS

Return This Cover Page & Documents (as applicable) to Shirley Gafford



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 11-02-2010

TO: Doris Harris, Deputy Clerk

BCC: 08-19-2010

CAR II-5 Addendum Non-Profit Developer Agreement – Loaves and Fishes
Soup Kitchen, Inc., Escambia County Neighborhood Stabilization
Program

Please Initial and Date
Below on Line Provided

Shirley Gafford 11/2/10

Shirley Gafford, Program Coordinator, County Administrator's
Office

Attached is one Original for filing with the Board's Minutes.

Thank you.

Doris Harris

Doris Harris, Deputy Clerk

2010 NOV -2 PM 3:13
CLERK BOARD OF
COUNTY COMMISSIONERS
ESCAMBIA COUNTY
FLORIDA

Return This Cover Page & Documents (as applicable) to Shirley Gafford

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-26. Approval of Various Consent Agenda Items – Continued



5. Taking the following action concerning the Neighborhood Stabilization Program (NSP) Agreement with Loaves and Fishes Soup Kitchen, Inc. (Funding: Fund 129/NSP, Cost Center 220502, and/or Fund 120/SHIP, Cost Center 220428):

- A. Approving the *Non-Profit Developer Agreement Loaves and Fishes Soup Kitchen, Inc., Escambia County Neighborhood Stabilization Program*, committing a maximum of \$350,000 in NSP and/or State Housing Initiatives Partnership (SHIP) funds to finance the following:
 - (1) All costs associated with negotiation, acquisition, and closing on the purchase of a foreclosed or abandoned property meeting the requirements of the NSP;
 - (2) Clearance of blighting conditions (including deteriorated and abandoned structures);
 - (3) General property improvements; and
 - (4) Construction of a permanent housing facility for homeless or formerly homeless persons and/or families; and
- B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents required to implement the project.



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

Clerk & Comptroller's Report

Item #: 4.

Date: 11/18/2010

Minutes and Reports

From: Doris Harris

Recommendation:

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

- A. Approve the Minutes of the Joint Meeting of the Santa Rosa County and Escambia County Boards of County Commissioners held October 25, 2010;
- B. Approve the Minutes of the Regular Board Meeting held November 4, 2010;
- C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held November 4, 2010; and
- D. Approve the Minutes of Attorney-Client Session held November 9, 2010.

Attachments

Minutes and Reports

REPORT OF THE AGENDA WORK SESSION
HELD NOVEMBER 4, 2010
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:03 a.m. – 9:54 a.m.)

Present:

Commissioner Kevin W. White, Vice Chairman, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Gene M. Valentino, District 2
Commissioner Marie K. Young, District 3
Mr. Charles R. "Randy" Oliver, County Administrator
Mrs. Alison Rogers, County Attorney
Mrs. Cheryl Maher, Accounting Supervisor, Clerk & Comptroller's Office
Mrs. Shirley L. Gafford, Program Coordinator, County Administrator's Office
Mrs. Doris Harris, Deputy Clerk to the Board

Absent: Commissioner Grover C. Robinson, IV, Chairman, District 4

1. FOR INFORMATION: The agenda package for the 5:30 p.m., November 4, 2010, Regular Board Meeting was reviewed as follows:
 - A. Shirley L. Gafford, Program Coordinator, County Administrator's Office, and County Attorney Rogers, County Administrator Oliver, reviewed the agenda cover sheet;
 - B. Cheryl Maher, Accounting Supervisor, Clerk & Comptroller's Office, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Bureau Chief, Development Services Bureau, and County Attorney Rogers reviewed the Growth Management Report;
 - D. Shirley L. Gafford, Program Coordinator, County Administrator's Office; and Sandra P. Jennings, Bureau Chief, Community & Environment Bureau, reviewed the County Administrator's Report;
 - E. County Attorney Rogers and County Administrator Oliver reviewed the County Attorney's Report; and
 - F. Shirley L. Gafford, Program Coordinator, County Administrator's Office, reviewed Commissioner Robinson's add-on Items.

November 4, 2010

NAME

DEPARTMENT/AGENCY

1	Sandra Slay	Env. Enforc
2	Ann & Lis Barber	
3	Bob Dennis	MBS / Purchasing
4	Cyndee Pennington	SMG / Civic Ctr.
5	RAIMY WILKES Sun	NERF
6	Wes Morgan	PLW
7	Pat Jones	PLW
8	Kenneth Gordon	ECAT
9	David & Phil	BLC
10	Felicia Knight Marlow	Extension
11	Paul	PW FACILITIES
12	Larry Jordan	PLW
13	Dan Sims	ECFR
14	Debra Phlemann	Public Safety
15	Jim Jones	ECFR
16	Robert Jones	RISK
17	Tom Langley	PLW
18	Claudia Simmons	Purch.
19	Jim Jones	Public Works
20	Ray Jones	FM
21	John Jones	Citizen
22	Ray Jones	Citizen
23	Sharon A. Bann	Public Safety
24	William Braywell	BCC-DI
25	Heather Hollenbeck	Self
26	GLENN GRIFFITH	Community & Environment Bureau
27	Mark O'Brien	PLW
28	Tim Day	Community & Environment
29	LLOYD KERR	DSB
30	Dan Jones	BCC Dist. 5

November 4, 2010

NAME

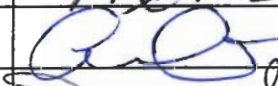
DEPARTMENT/AGENCY

1	Bucky Azelton	BCC D4
2	Dawn Kustner	BCC D2
3	Marie Page	PNJ
4	Swan Holt	C&E Bureau
5	Jandy Jennings	C&E Bureau
6	Marilyn Wesley	C&E Bureau
7	Camy Derry	MBS
8	Sonya Dahiel	PIO
9	Kelly Cook	PIO
10	Brandi Ziglar	PIO
11	Cheryl Dwyer	CAO
12	Robert Ing	CEB
13	Daniel D. Amalukte	IT
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November 4, 2010

NAME

DEPARTMENT/AGENCY

1	CHERYL MAHER	CLERK'S FINANCE
2	Doris Harris	Clerk to the Board
3	CHARLES R. OLIVER	COUNTY ADMINISTRATOR
4	Shirley Lafford	CAO
5	KEVIN WHITE	BCC
6	Wilson Robertson	BCC
7	Jane M. Valentine	BCC
8	Marie Young	BCC
9		City Atty
10	Dorine Simpson	" " Officer
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AI-111

Item #: 13.

BCC Regular Meeting

Date: 11/18/2010

SUBJECT:

County Administrator's Report

Attachments

County Administrator's Report

COUNTY ADMINISTRATOR'S REPORT
November 18, 2010

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Appointments/Reappointment to the Escambia County Extension Council - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board take the following action concerning appointments/reappointment to the Escambia County Extension Council:

A. Appoint the following five individuals to a two-year term, effective December 1, 2010, through November 30, 2012:

<u>ZONE</u>	<u>NAME AND ADDRESS</u>
2	Jamie Hall, 3220 Highway 164, McDavid, FL 32568
4	Russell Tanner, 9601 Gibson Road, Molino, FL 32577
6	Julie Boutwell, 50 Meharg Road, Molino, FL 32577
8	Bill Denni, 13221 Lillian Highway, Pensacola, FL 32506
12	Lois Withey, 6105 Bradshaw Street, Pensacola, FL 32526

B. Appoint the following individual to a one-year term, effective December 1, 2010, through November 30, 2011. This is to fill the expired term of Enrique Eligio who resigned.

<u>ZONE</u>	<u>NAME AND ADDRESS</u>
9	Julie Sackman, 3451 Wellington Road, Pensacola, FL 32504

C. Reappoint the following individual to a two-year term, effective December 1, 2010, through November 30, 2012:

<u>ZONE</u>	<u>NAME AND ADDRESS</u>
10	Larry Knight, 8657 Blue Jay Way, Pensacola, FL 32534

D. Request the County Administrator's Office provide letters of appointment to incoming members and letters of appreciation to out-going members.

2. Recommendation Concerning the Request for Disposition of County Surplus Property for Community Services Division - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board approve the Request for Disposition of Property for property which is described and listed on the form, with reason for disposition stated; the items are to be auctioned as surplus or properly disposed of.

3. Recommendation Concerning the Request for Disposition of Surplus Property for ECAT - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board approve the Request for Disposition of Property for property which is described and listed on the form, with reason for disposition stated; the items are to be auctioned as surplus or properly disposed of.

4. Recommendation Concerning CRA Meeting Minutes October 21, 2010 - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board accept, for filing with the Board's Minutes, the October 21, 2010, Community Redevelopment Agency (CRA) Meeting Minutes prepared, by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

5. Recommendation Concerning CRA Chair & Vice Chair Appointment - Sandra P. Jennings, P.E., Community & Environment Bureau Chief
That the Board ratify the October 21, 2010, action of the Community Redevelopment Agency (CRA), appointing Commissioner Marie Young to serve as Chair and Commissioner Valentino to serve as Vice Chair of the CRA. The terms will begin and coincide with the appointment of the Chair and Vice Chair for the Board of County Commissioners.
6. Recommendation Concerning License Agreement with Sacred Heart Health System, Inc. for "Mission in Motion" Mobile Health Unit - Sandra P. Jennings, P.E., Community & Environment Bureau Chief
That the Board approve the License Agreement with Sacred Heart Health System, Inc., for "Mission in Motion" Mobile Health Unit, granting permission to enter onto the property of all Escambia County Community Centers, per the three-year Agreement, in order to provide a variety of medical screening services to the public.
7. Recommendation Concerning Termination of Contract for Air Filters for Various County Buildings - Amy Lovoy, Management and Budget Services Bureau Chief
That the Board in accordance with the terms and conditions of the Contract for Air Filters for Various County Buildings PD 08-09.089, Paragraph 20, Termination, terminate the Contract effective immediately, with Sunbelt Industrial Supply Co., Inc., due to the business closing.
8. Recommendation Concerning Revised Tuition Reimbursement Policy - Amy Lovoy, Management and Budget Services Bureau Chief
That the Board adopt the revised Tuition Reimbursement Policy, Section II, C.24, of the Board of County Commissioners Policy Manual, effective October 1, 2010. Revisions to this policy are as follows:
 - A. Term employees will no longer be eligible for tuition reimbursement;
 - B. The limitation of \$500 for an undergraduate level course and \$600 for a graduate level course per quarter/semester has been eliminated due to the unique schedules of today's educational institutions;
 - C. It is clarified that books, travel or other materials required by the course will not be approved for reimbursement;
 - D. Management must now verify on the Tuition Reimbursement Application Form that the employee's most recent performance evaluation reflects an overall minimum of at least "meet standards";
 - E. The changes made also include grammatical and verbiage changes to comply with the Board of County Commissioners current organization structure; and
 - F. Remove Appendix I, Qualifying Education, Appendix II, Tuition Reimbursement Application Form, and Appendix III, Stability-of-Employment Agreement.

9. Recommendation Concerning Tourist Development Council Reappointments - Charles R. "Randy" Oliver, CPA PE, County Administrator
That the Board take the following action concerning two reappointments to the Escambia County Tourist Development Council:
 - A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Nancy Halford for another four-year term, effective December 1, 2010, through November 30, 2014, as an "Interested in Tourism" Appointee; and
 - B. Reappoint Thaisa F. Bivins for a four-term, effective December 1, 2010, through November 30, 2010, as a "Hotel/Motel Industry" appointee.
10. Recommendation Concerning Conveyance of a Conservation Easement at Wellington East - an Unplatted Subdivision – Development Review #090200003 - Joy Blackmon, P.E. Public Works Bureau Chief
That the Board accept, and authorize the Chairman or Vice-Chairman to execute, a Conservation Easement document, pursuant to the Escambia County Land Development Code, as set forth in Section 7.13.03.F, Protection Standards. The 2.37 acre Conservation Easement is a part of a mitigation plan restricting development of a portion of a 10.36 acre, four- lot, single-family, residential, unplatted subdivision along Pine Top Lane and Well Line Road.
11. Recommendation Concerning Economic Development Incentives for the Overhead Door Corporation - Larry M. Newsom, Interim Assistant County Administrator
That the Board take the following action concerning Economic Development Incentives for the Overhead Door Corporation:
 - A. Adopt a Resolution approving Overhead Door Corporation as a qualified applicant for the Florida Qualified Target Industry Tax Refund Program (QTI) and providing a 20% local participation in the tax refund, through a local Economic Development Ad Valorem Tax Exemption (EDATE).
 - B. Authorize the Chairman to execute the Resolution.
12. Recommendation Concerning 2011 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule - Charles R. "Randy" Oliver, County Administrator
That the Board approve the 2011 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule as submitted.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning 2010-2011 Escambia Consortium HOME Program Interlocal Agreements with the City of Pensacola and Santa Rosa County - Sandra P. Jennings, P.E., Community & Environment Bureau Chief
That the Board take the following action concerning implementation of the 2010 HOME Investment Partnerships ACT (HOME) Program Grant (#M-10-DC-12-0225):
 - A. Approve the HOME Program Interlocal Agreement with the City of Pensacola providing for the utilization of \$401,169 in 2010 HOME funds to support approved Substantial Housing Rehabilitation/Reconstruction Assistance and related project management activities within the City of Pensacola, with an effective date of November 1, 2010;
 - B. Approve the HOME Program Interlocal Agreement with Santa Rosa County providing, for the utilization of \$294,083 in 2010 HOME funds, to support approved homebuyer assistance, and related project management activities within Santa Rosa County, with an effective date of November 1, 2010; and
 - C. Authorize the Chairman or Vice Chairman to execute the Interlocal Agreements and all documents required to implement HOME project activities.[Funding: Fund 147/2010 HOME Grant, Cost Center 220432]
2. Recommendation Concerning Enterprise Florida Defense Infrastructure Grant Agreement #DIG-11-10 for the Area "A" and Accident Potential Zone (APZ) Density Reduction Project - Sandra P. Jennings, P.E., Community & Environment Bureau Chief
That the Board take the following action concerning the Defense Infrastructure Grant Agreement #DIG-11-10 between Enterprise Florida, Inc., and the Escambia County Board of County Commissioners for the Area "A" and Accident Potential Zone (APZ) Density Reduction Project:
 - A. Approve the Defense Infrastructure Grant Agreement #DIG-11-10 with a Grant award, in the amount of \$500,000, for the Area "A" and APZ Density Reduction Project; and
 - B. Authorize the Chairman to sign the Agreement and any subsequent Grant-related documents, including no-cost extensions, pending legal review and approval, without further action of the Board.[Funding: Fund 110, Other Grants & Projects, new Cost Center – no matching funds required]
3. Recommendation Concerning Supplemental Joint Participation Agreement Number 5, Providing Fiscal Year 2011 Funding for the Davis Highway Urban Corridor Project - Sandra P. Jennings, P.E., Community & Environment Bureau Chief
That the Board take the following action concerning Supplemental Joint Participation Agreement (JPA) Number 5, Project Number 42027418401, providing Fiscal Year 2011 funding for the Urban Corridor Project on Davis Highway:
 - A. Approve Supplemental JPA Number 5, Project Number 42027418401, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$277,176, of Fiscal Year 2011 funding to Escambia County Area Transit (ECAT), for the Urban Corridor Project on Davis Highway; and
 - B. Adopt the Resolution authorizing the application and acceptance of these funds; and
 - C. Authorize the Chairman to execute the Resolution and all other required documents pertaining to the JPA, without further action of the Board.[Funding: Fund 104, Mass Transit; No additional cost to the County]

4. Recommendation Concerning Multi-Year Joint Participation Agreement Notification of Funding #4 Additional, Providing Fiscal Year 2010-2011 Transit Block Grant Funding to Escambia County Area Transit - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board take the following action concerning Multi-Year Joint Participation Agreement (JPA) Notification of Funding #4 Additional, providing Fiscal Year 2011 Transit Block Grant funding to Escambia County Area Transit (ECAT):

A. Approve the Multi-Year JPA Notification of Funding #4 Additional, Project No. 41410118401, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$16,231, of Fiscal Year 2011 funding to ECAT; and

B. Adopt the Resolution authorizing the application and acceptance of these funds; and

C. Authorize the Chairman to execute the Resolution, Multi-Year JPA, Notification of Funding #4 Additional, and all other required documents pertaining to this JPA, without further action of the Board.

[Funding: Fund 104, Mass Transit; No additional cost to the County]

5. Recommendation Concerning Residential Rehab Grant 18 Cancellations of Liens - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board ratify the following November 18, 2010, action of the Community Redevelopment Agency (CRA) concerning the Residential Rehab Grant Program:

A. Approving the following 18 Residential Rehab Grant Program Cancellations of Liens, since the Grant recipients have met their Grant requirements:

<u>Property Owner's Name</u>	<u>Property Address</u>	<u>Lien Amount</u>
Jamie L. Sherman	214 Northwest Gilliland Road	\$4,492
Kal Frances White	1240 Patton Drive	\$1,297
Janet Thomas	311 East Palmetto Avenue	\$4,300
Allison Shanahan	115 Southeast Gilliland Road	\$5,975
Jennifer M. Nunnally	206 Southeast Kalash Road	\$5,357
William H. McNeal and Faye A. McNeal	317 Chattman Street	\$2,730
Michael Langen	512 Chaseville Street	\$4,401
Manley P. George and Reta A. George	216 Bryant Road	\$2,651
John Gilkerson and Kelly Gilkerson	217 Bryant Road	\$3,112
Robert Clyde and Pamela Clyde	303 Southeast Kalash Road	\$5,940
Lynn B. Chidester	213 Southeast Baublits	\$2,240
Thomas G. Campbell and Betty Lou Campbell	6 Greve Road	\$704
Jessica Boyd	108 South 2nd Street	\$6,000
Ella M. Walker	1127 West Maxwell Street	\$1,044
Charles A. Swann and Toni E. Swann	502 Lakewood Road	\$5,404
John H. Blackwell and Deborah L. Blackwell	3245 Barrancas Avenue	\$5,362
Kent D. Lowman	3306 West La Rua Street	\$5,150.50
Steven M. Adamson and Jacqueline G. Adamson	1280 Mahogany Mill Road, Unit 12	\$1,413

and

B. Authorizing the Chairman to execute the Cancellation of Liens.

6. Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 4 Greve Court - Sandra P. Jennings, P.E., Community & Environment Bureau Chief
That the Board ratify the following November 18, 2010, action of Escambia County, a political subdivision of the State of Florida, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 4 Greve Court:
- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Cynthia A. Vargas, owner of residential property located at 4 Greve Court, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$3,344, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements:
- Install new storm windows and storm shutters; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.
7. Recommendation Concerning Sign Grant Funding for 3107 Mobile Highway - Sandra P. Jennings, P.E., Community & Environment Bureau Chief
That the Board ratify the following November 18, 2010, action of Escambia County, a political subdivision of the State of Florida, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), concerning the Sign Grant Funding Agreement for the property located at 3107 Mobile Highway:
- A. Approving the Sign Grant Program Funding Agreement between Escambia County CRA and Kim Rice, owner of commercial property located at 3107 Mobile Highway, Pensacola, Florida, in the Brownsville Redevelopment Area, in the amount of \$2,000, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the following improvements:
- Install new wall signs; and
- B. Authorizing the Chairman to sign the Funding Agreement and any related documents necessary to implement this Grant award.
8. Recommendation Concerning General Paving, Drainage and Resurfacing Pricing Agreement, 2010 - Sandra P. Jennings, P.E., Community & Environment Bureau Chief
That the Board authorize the issuance of Individual or Blanket Purchase Orders, per PD 07-08.134, General Paving, Drainage and Resurfacing Pricing Agreement, in accordance with Chapter 46 of the Escambia County Code of Ordinances, to the following list of contractors in Fiscal Year 2010/2011, to be issued for the Community & Environment Bureau/Community Redevelopment Agency, not to exceed \$750,000 in total:
- APAC-Southeast, Inc.
Henry Haire Building and Development, Inc.
Gulf Atlantic Constructors, Inc.
Panhandle Grading & Paving, Inc.
Pensacola Concrete Construction Co.
Roads, Inc., of NWF
Starfish, Inc., of Alabama
- [Funding Source: Community Redevelopment Agency Tax Increment Financing, Fund 151, Cost Centers 220515, 220516, 220517, 220519, 220520]

9. Recommendation Concerning the Issuance of a Blanket and/or Individual Purchase Order for Fiscal Year 2010-2011, in Excess of \$50,000, for LFG Technologies, Inc. - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board approve the issuance of a blanket and/or individual Purchase Order, in excess of \$50,000, for the Fiscal Year 2010-2011, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided below, for LFG Technologies, Inc.

Solid Waste Management Division

Vendor/Contractor	Vendor Number	Purpose	Fund	Cost Center	Amount	Contract #
LFG Technologies, Inc.	120081	Other Contract Services	401	220602 (EEQ)	\$75,000	PD 07-08.111

10. Recommendation Concerning Change Order to PO# 291405-5 to Cameron-Cole for 603 West Romana Street - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board approve and authorize the County Administrator to execute the following Change Order for the operation and maintenance of the remediation system at the former Escambia County Mosquito Control Facility located at 603 West Romana Street:

Bureau:	Community & Environment Bureau
Division:	Community Redevelopment Agency
Type:	Addition
Amount:	\$18,829.22
Vendor:	Cameron-Cole
Project Name:	603 West Romana Street/Formal Escambia County Mosquito Control Facility
Contract:	PD 06-07.038
PO No.:	291405
CO No.:	5
Original Award Amount:	\$ 59,218.82
Cumulative Amount of Change Orders through CO #5	<u>\$157,139.23</u>
New Contract Total:	<u>\$216,358.05</u>

[Funding Source: 2009 Community Development Block Grant (CDBG), Fund 129, Cost Centers 220410, Object Code 53101]

11. Recommendation Concerning a Clarification of the Memorandum of Understanding (MOU) with the ATU for a 2% Cost of Living Adjustment (COLA) - Amy Lovoy, Management and Budget Services Bureau Chief
That the Board take the following action:

A. Clarify its intent to give a 2% cost-of-living adjustment to any member of the Amalgamated Transit Union (ATU) Local 1395 bargaining unit, currently employed by the Escambia County Board of County Commissioners, who has not previously received a COLA since October 1, 2008, and specifically authorize the 2% COLA to current members of the bargaining unit who have received a promotion during that time frame.

B. Approve the Memorandum of Understanding Article 12, Salaries (clarification) with the ATU bargaining unit.
12. Recommendation Concerning the Surplus and Sale of real property located at 2618 North Guillemard Street - Amy Lovoy, Management and Budget Services Bureau Chief
That the Board That the Board take the following action concerning the surplus and sale of real property located at 2618 North Guillemard Street:

A. Declare surplus the Board's real property, Account Number 13-2377-000, Reference Number 00-0S-00-9010-040-151;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$49,376, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

C. Authorize the Chairman to sign all documents related to the sale.
13. Recommendation Concerning Solid Waste Container Price Adjustment, PD 07-08.040 - Amy Lovoy, Management and Budget Services Bureau Chief
That the Board authorize a 5 percent price adjustment to Contract PD 07-08.040, Solid Waste Container, with an effective date of October 1, 2010, as requested by the County Administrator's designee, David W. Wheeler, CFM, Public Works Deputy Bureau Chief. [Funding: Fund 001, General Fund, Cost Center 210602, Object Code 54301]
14. Recommendation Concerning Signal Response Maintenance and Construction - Amy Lovoy, Management and Budget Services Bureau Chief
That the Board award an Indefinite Quantity, Indefinite Delivery Term Contract, PD 09-10.090, Signal Response Maintenance and Construction, to Ingram Signalization, Inc., effective November 1, 2010, ending September 30, 2013, for an annual amount of up to \$500,000.

[Funding: Transportation Trust Fund 175, Cost Center 110303, Object Code 54601, \$500,000]
15. Recommendation Concerning Supplemental Budget Amendment #41 - Amy Lovoy, Management & Budget Services Bureau
That the Board adopt the Resolution approving Supplemental Budget Amendment #41, Other Grants and Projects Fund (110), in the amount of \$10,000, to recognize proceeds from the Florida Department of Agriculture and Consumer Services, Division of Forestry and to appropriate the funds for the use of planting native canopy trees and the removal of hazardous trees in two Escambia County Parks.
16. Recommendation Concerning Supplemental Budget Amendment #40 - Amy Lovoy, Management & Budget Services Bureau Chief
That the Board adopt the Resolution approving Supplemental Budget Amendment #40, Other Grants & Projects Fund (110), in the amount of \$3,929,518, to recognize Grant funds from the United States Department of Justice and to appropriate these funds for law enforcement related activities for the Courts and Sheriff in Escambia County for Fiscal Year 2010-11.

17. Recommendation Concerning Supplemental Budget Amendment #43 - Amy Lovoy, Management and Budget Services Bureau Chief
That the Board adopt the Resolution approving Supplemental Budget Amendment #43, Other Grants and Projects Fund (110), in the amount of \$9,414, to recognize proceeds from an Emergency Medical Services (EMS) County Award Grant and to appropriate these funds for the purchase of medical supplies.
18. Recommendation Concerning Authorizing the Release of Two Liens and an Old Governmental Foreclosure Judgment for Pensacola Habitat for Humanity, Inc.. in their Purchase of Property in the 1000 Block of West Yonge Street – Amy Lovoy, Management and Budget Services Bureau Chief
That the Board take the following action to assist Pensacola Habitat for Humanity, Inc., in the purchase of real property in the 1000 Block of West Yonge Street, Account Number 06-2754-000, Reference Number 18-2S-30-6000-070-030:
 - A. Authorize release of the 2009 Code Enforcement Civil Lien recorded in Official Records Book 6519, at Page 1194, in the amount of \$180.81, and the 2010 Nuisance Abatement Lien, in the amount of \$449.13, recorded in Official Records Book 6557, at Page 1634, of the Public Records of Escambia County, Florida;
 - B. Authorize release of the old 2005 Governmental Foreclosure Judgment; and
 - C. Habitat for Humanity, Inc., will pay for the preparation and recording fees on all documents related to these issues and receive approval from the County of the design for any structure to be constructed prior to the County's release of Liens.
19. Recommendation Concerning 2010 Letter of Agreement with the State of Florida Agency for Health Care Administration (AHCA) - Amy Lovoy Management and Budget Bureau Chief
That the Board approve the Letter of Agreement with the State of Florida to allow local government dollars to be used to “buy back” Medicaid reimbursement reductions on behalf of Baptist and Sacred Heart Hospitals, in the amount of \$3,443,579.
20. Recommendation Concerning Provision of Emergency Medical Services to the Area of Flomaton (Escambia County), Alabama - Michael D. Weaver, Public Safety Bureau Chief
That the Board That the Board take the following action concerning the provision of emergency medical services to the area of Flomaton (Escambia County), Alabama:
 - A. Approve the Interlocal Agreement for the Provision of Emergency Medical Services between the Escambia County Healthcare Authority and Escambia County, Florida, to allow Escambia County Emergency Medical Services (EMS) to continue service to that portion of Escambia County, Alabama, generally described as the area of Flomaton, Alabama, with annual compensation to be recognized in Fund 408, Emergency Medical Services/Revenue Account 342605, Escambia County Alabama Lease; and
 - B. Authorize the Chairman to sign the Interlocal Agreement.

21. Recommendation Concerning Program Participation Agreement between Pathways For Change, LLC, and Escambia County, Florida - Gordon C. Pike, Corrections Bureau Chief

That the Board take the following action concerning the Program Participation Agreement between Pathways For Change, LLC, a Florida tax-exempt limited liability company and wholly-owned subsidiary of Baptist Hospital, Inc., d/b/a Christian Counseling Center, a Florida not-for-profit corporation (hereinafter referred to collectively as "PFC") and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

The Center has created an outreach program to assist individuals, who have recently been released from a correctional facility, in assimilating into society. The program is commonly referred to as "Pathways for Change".

The County agrees to contribute for Fiscal Year 2010/2011, \$140,000, to the Program (the "County Contribution").

A. Approve the Agreement; and

B. Authorize the Chairman to sign the Agreement. [Funding Source: General Fund 001, Cost Center 110201, Object Code 58208]

22. Recommendation concerning Authorization to Reimburse the Emerald Coast Utility Authority for Stabilization Efforts on Greenbrier Boulevard - Joy D. Blackmon, P.E., Bureau Chief

That the Board approve authorization to reimburse the Emerald Coast Utility Authority (ECUA), for a total cost of \$45,612.35, for stabilization efforts on Greenbrier Boulevard. [Funding: Fund 352, "LOST III", Account 210107/56301, Project #11EN0955 "Greenbrier"]

23. Recommendation Concerning Residential Rehab Grant 423 South 1st Street - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board ratify the following November 18, 2010, action of Escambia County, a political subdivision of the State of Florida, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 423 South 1st Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Angela LeBlanc, owner of residential property located at 423 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$975, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements:

Sanitary sewer connection; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

III. For Discussion

1. Recommendation Concerning Resolution for Escambia County Housing Finance Authority Bonds - Richard Lott, Bond Counsel, McGuireWoods, LLP
That the Board adopt the Resolution which approves a plan of finance for low-interest loans to first-time homebuyers, and authorizes the Escambia County Housing Finance Authority (the "Authority") to issue Single Family Mortgage Revenue Bonds from time to time, including temporary bond anticipation notes in connection therewith, in an aggregate principal amount not to exceed \$300,000,000.
2. Discussion Concerning a Letter Dated October 25, 2010, from Malcolm Thomas, Superintendent of the School District of Escambia County, Requesting a Waiver of the Pensacola Civic Center Rental Fees for the Arena and Parking Lot, in the amount of \$7,000, for Graduation Ceremonies - Commissioner Grover C. Robinson, IV, Chairman
3. Recommendation Concerning a Joint Resolution of the Coastal Counties of the Northwest Florida Panhandle Region, Relating to the Oil Spill in the Gulf of Mexico - Larry M. Newsom, Interim Assistant County Administrator

(BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Technical/Public Service Consent Item #: 1.

County Administrator's Report

Date: 11/18/2010
Issue: 2010 Escambia County Extension Council Appointments/Reappointment
From: Sandra Jennings
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments/Reappointment to the Escambia County Extension Council - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board take the following action concerning appointments/reappointment to the Escambia County Extension Council:

A. Appoint the following five individuals to a two-year term, effective December 1, 2010, through November 30, 2012:

<u>ZONE</u>	<u>NAME AND ADDRESS</u>
2	Jamie Hall, 3220 Highway 164, McDavid, FL 32568
4	Russell Tanner, 9601 Gibson Road, Molino, FL 32577
6	Julie Boutwell, 50 Meharg Road, Molino, FL 32577
8	Bill Denni, 13221 Lillian Highway, Pensacola, FL 32506
12	Lois Withey, 6105 Bradshaw Street, Pensacola, FL 32526

B. Appoint the following individual to a one-year term, effective December 1, 2010, through November 30, 2011. This is to fill the expired term of Enrique Eligio who resigned.

<u>ZONE</u>	<u>NAME AND ADDRESS</u>
9	Julie Sackman, 3451 Wellington Road, Pensacola, FL 32504

C. Reappoint the following individual to a two-year term, effective December 1, 2010, through November 30, 2012:

<u>ZONE</u>	<u>NAME AND ADDRESS</u>
10	Larry Knight, 8657 Blue Jay Way, Pensacola, FL 32534

D. Request the County Administrator's Office provide letters of appointment to incoming members and letters of appreciation to out-going members.

BACKGROUND:

Chapter 67-1366, Laws of Florida, authorizes establishment of a county extension council and division of the county into zones or districts by the Board of County Commissioners (BCC). Council members are appointed by the BCC, subject to the approval of the Florida Cooperative Extension Service. The council is to be composed of an odd number of members, men and women, numbering neither less than 13 nor more than 21. The persons appointed are to be known to have an interest in and concern for the agricultural, family and consumer sciences (home economics), and youth programs of extension; in developing the rural and urban sections; and in developing the county and its resources. At least one council member shall be a member of the BCC.

To ensure that every section of the county is represented, the county is divided into zones and a member is selected from each zone. Members must live in the zone to which he/she is appointed and serve staggered two-year terms. Members may serve for a maximum of two consecutive two-year terms before rotating off and must be off the Council for one two-year term before becoming eligible to serve again.

These individuals, which were nominated by the Nominating Committee selected by the Escambia County Extension Council, reside in the zone for which appointed and are known to have an interest in and concern for programs of the Escambia County Extension, and have been nominated without regard to race, color, creed, sex or national origin.

BUDGETARY IMPACT:

No budgetary impact associated with appointment to the Extension Council.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No personnel impact associated with appointment to the Extension Council.

POLICY/REQUIREMENT FOR BOARD ACTION:

Per County Administrator's policy, attached is a copy of a resume for each individual being considered for appointment or reappointment.

IMPLEMENTATION/COORDINATION:

After final BCC action, the Extension Division Manager will forward the BCC's recommendation to the University of Florida Dean for Extension for consideration and approval/confirmation.

Nominations were recommended by the Nominations Committee of the Escambia County Extension Council. Nominees have agreed to serve if appointed.

Attachments

Extension Council Nominees

Resignation-Enrique Eligio

Extension Council Nominee Information Sheet

Name: Jamie Hall - Zone 2

Mailing Address: 3220 Hwy 164

City / State / Zip: McDavid, FL 32568

Contact Phone: 850-549-1335 cell

Alternate Phone: 850-327-4900 home

How long have you been a resident of Escambia County? Life - 40years

Current employer & position. If retired, last employer	Resource Management Service LLC - District Forester * Hall Farms - Owner
--------------------------------------------------------	--------------------------------------------------------------------------

Educational background	Ernest Ward H.S. 1987 * A.S. Pre-Engineering - Jeff Davis Junior College * B.S. Forestry Operations - Auburn University 1993 * Wedgeworth Leadership Institute for Florida Agriculture & Natural Resources 2002
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List any work with Extension Programs or Civic/Volunteer Groups	Escambia County Farm Bureau Board of Directors, Escambia County Farm Service Agency (FSA) County Committee, Florida Forestry Association - Landowner Committee, Northview FFA Advisory Board,
-----------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

List any hobbies or activities involved with or pursuing	promoting Florida Agriculture and raising two kids
----------------------------------------------------------	----------------------------------------------------

Anything else you would like to add	NOPE
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E-mail address (for Extension Office Use Only): _____

Extension Council Nominee Information Sheet

Name: Russell E. Tanner (Rusty) Zone 4

Mailing Address: 9601 Gibson Road

City / State / Zip: Molino, FL 32577

Contact Phone: 850-791-5948

Alternate Phone: 850-587-2123

How long have you been a resident of Escambia County? 37 years

Current employer & position. If retired, last employer	Retired. Last employed as President & Owner of PLH Mfg. Company
--------------------------------------------------------	-----------------------------------------------------------------

Educational background	Degree in Business Administration-University of Florida
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List any work with Extension Programs or Civic/Volunteer Groups	Last served as member of Escambia County Consolidation Study Commission
-----------------------------------------------------------------	-------------------------------------------------------------------------

List any hobbies or activities involved with or pursuing	We have a horse farm in Molino. You could probably call it a hobby!
----------------------------------------------------------	---------------------------------------------------------------------

Anything else you would like to add	Very much look forward to serving if appointed
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E-mail address (for Extension Office Use Only): _____

Extension Council Nominee Information Sheet

Name: Julie Boutwell Zone 6

Mailing Address: 50 Meharg Road

City / State / Zip: Molino/FL/32577

Contact Phone: 850-587-3898

Alternate Phone: 850-554-6723

How long have you been a resident of Escambia County? lifelong-37 years

Current employer & position. If retired, last employer	Gulf Coast Oral & Maxillofacial Surgery-Secretary(Insurance)-Surgical Assistant
--------------------------------------------------------	---------------------------------------------------------------------------------

Educational background	High School Graduate - Pine Forest High '91 * Dental Radiology/Expanded Functions Certified
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List any work with Extension Programs or Civic/Volunteer Groups	Barrineau Park 4-H Club
-----------------------------------------------------------------	-------------------------

List any hobbies or activities involved with or pursuing	Fishing, camping, crafts, my children
----------------------------------------------------------	---------------------------------------

Anything else you would like to add	Would be happy to serve but not sure what, if any, experience is needed as my experience in agriculture is limited. Thanks for the nomination
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E-mail address (for Extension Office Use Only): _____

Extension Council Nominee Information Sheet

Name: Bill Denni - Zone 8

Mailing Address: 13221 Lillian Highway

City / State / Zip: Pensacola, FL 32506

Contact Phone: _____

Alternate Phone: _____

How long have you been a resident of Escambia County? _____

Current employer & position. If retired, last employer	Retired from U S Navy
--------------------------------------------------------	-----------------------

Educational background	
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List any work with Extension Programs or Civic/Volunteer Groups	Member of Grand Lagoon Home Community Education (HCE) Club. Active with the Naval Aviation Museum. Active in community service.
-----------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

List any hobbies or activities involved with or pursuing	
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Anything else you would like to add	
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E-mail address (for Extension Office Use Only): _____

Extension Council Nominee Information Sheet

Name: Julie Sackman Zone 9

Mailing Address: 3451 Wellington Road

City / State / Zip: Pensacola, FL 32504

Contact Phone: 850-206-4878

Alternate Phone: 850-477-2043

How long have you been a resident of Escambia County? Life long

Current employer & position. If retired, last employer	Self-employed-writer
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Educational background	BA-Elementary Education-UWF/minor-Art
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List any work with Extension Programs or Civic/Volunteer Groups	Past 4-H Club Leader-10 years * Served on 4-H Advisory Committee * School PTA and other groups - CCD-Catholic Religious Education Basketball/Soccer
-----------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------

List any hobbies or activities involved with or pursuing	Writing, visual arts, sailing, gardening, reading
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Anything else you would like to add	
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E-mail address (for Extension Office Use Only): _____

Extension Council Nominee Information Sheet

Name: Larry Knight - Zone 10

Mailing Address: 8657 Blue Jay Way

City / State / Zip: Pensacola, FL 32534

Contact Phone: 850-477-8309

Alternate Phone: 850-346-6533

How long have you been a resident of Escambia County? 35 years

Current employer & position. If retired, last employer	Escambia County School District * Cordova Park Elementary School * Assistant Principle
--------------------------------------------------------	----------------------------------------------------------------------------------------

Educational background	Master of Arts: Educational Leadership from UWF * Bachelor of Arts: Elementary Education from UWF
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List any work with Extension Programs or Civic/Volunteer Groups	Lipscomb Elementary 4-H Tropicana Public Speaking Program * Lipscomb Elementary 4-H Summer Camping Program * OJ Semmes Elementary Linking Arms 4-H After School Program * East Brent Baptist Church - Sunday School Teacher and Deacon * T-Ball Coach * Extension Council 2008-2010 - Vice Chair 2010
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List any hobbies or activities involved with or pursuing	Reading and Sports
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Anything else you would like to add	
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E-mail address (for Extension Office Use Only): _____

Extension Council Nominee Information Sheet

Name: Lois Withey Zone 12

Mailing Address: 6105 Bradshaw Street

City / State / Zip: Pensacola/FL/32526

Contact Phone: 850-456-0616

Alternate Phone: _____

How long have you been a resident of Escambia County? 37 years

Current employer & position. If retired, last employer	Bobe's Hobby Shop-clerk
--------------------------------------------------------	-------------------------

Educational background	High School Graduate
------------------------	----------------------

List any work with Extension Programs or Civic/Volunteer Groups	Held offices in Home and Community Education Association-Current Participated in HCE Community Awareness projects
-----------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------

List any hobbies or activities involved with or pursuing	Sewing, knitting, crocheting, all kinds of arts & crafts-jewelry making
----------------------------------------------------------	-------------------------------------------------------------------------

Anything else you would like to add	
-------------------------------------	--

E-mail address (for Extension Office Use Only): _____

TO: Escambia County Extension Office

SUBJECT: Resignation from the Escambia County Extension Council

DATE: 10-01-10

This is to inform the Escambia County Extension Office of my intent to resign from the Escambia County Extension Council effective 10-01-10

Thank you.

Signature

Please print information below

NAME: Enrique Eligio

ADDRESS: 3222 Earl Dr

Tallahassee, FL 32309



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Technical/Public Service Consent Item #: 2.

County Administrator's Report

Date: 11/18/2010
Issue: Disposition of Surplus Property
From: Sandra Jennings
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of County Surplus Property for Community Services Division - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board approve the Request for Disposition of Property for property which is described and listed on the form, with reason for disposition stated; the items are to be auctioned as surplus or properly disposed of.

BACKGROUND:

The property at issue is asset #44257, a Toshiba phone system purchased in 1996 and previously used at 2257 Baylen Street, former site of Community Services Division and new site for the Employee Medical Clinic. It is deemed to be in good, working condition, and auctioned as surplus.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request for Disposition of Surplus Property

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Community & Environment

COST CENTER NO: 220204

CARLA JONES

DATE: 10/26/2010

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):



Phone No: 595-3130

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	44257	TELEPHONE SYSTEM		Toshiba	1996	Good

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician):

N/A

Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC

 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

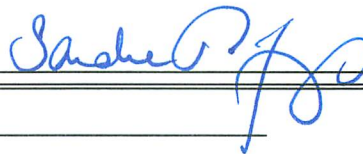
TO: County Administration

Date: _____

FROM: Escambia County Bureau

Bureau Chief (Signature): Sandra P. Jennings

Bureau Chief (Print Name):



RECOMMENDATION:

TO: Board of County Commissioners

FROM: County Administration

Date: _____

County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of:

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: N/A

Print Name

Signature

Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt

Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 03-25-10

Deana E. Stallworth

From: Carla S. Jones
Sent: Thursday, October 28, 2010 2:23 PM
To: Deana E. Stallworth
Subject: FW: Workfare's Old Toshiba Phone System

From: Dianne K Mahoney
Sent: Tuesday, October 26, 2010 2:57 PM
To: Carla S. Jones
Cc: Cathy S Gomez
Subject: Workfare's Old Toshiba Phone System

Hi Carla,

We are getting ready to start work to set up the phones for the new Medical Clinic on Baylen. The old Toshiba system used by Workfare is still on the wall and we need to get it off. We will take care of getting the system off the wall but need to be sure the system has been written off for disposal by your office. There will also be an issue of disposal since the system will need to go to the landfill once it is down. Can you provide me with a copy of the disposition papers and would you be able to arrange for someone from the landfill to pick it up for disposal?

Thanks,

Dianne Mahoney
Telecommunications
Escambia County, FL
(850) 595-4999
(850) 595-4811 Fax



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Technical/Public Service Consent Item #: 3.

County Administrator's Report

Date: 11/18/2010
Issue: Disposition of Surplus Property
From: Sandra Jennings
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Surplus Property for ECAT - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board approve the Request for Disposition of Property for property which is described and listed on the form, with reason for disposition stated; the items are to be auctioned as surplus or properly disposed of.

BACKGROUND:

The property at issue is asset #52104, an Escambia County Area Transit (ECAT) computer purchased in 2003. It is deemed to be unusable and in poor condition, with the hard drive to be removed and destroyed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request for Disposition of Surplus Property



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Technical/Public Service Consent Item #: 4.

County Administrator's Report

Date: 11/18/2010
Issue: CRA Meeting Minutes October 21, 2010
From: Sandra Prince Jennings, P.E., Bureau Chief
Organization: Comm & Env Neigh Redevelopment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning CRA Meeting Minutes October 21, 2010 - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board accept, for filing with the Board's Minutes, the October 21, 2010, Community Redevelopment Agency (CRA) Meeting Minutes prepared, by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

BACKGROUND:

On October 21, 2010, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes is attached.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

CRA Mtg Minutes 10_21_10



MINUTES
COMMUNITY REDEVELOPMENT AGENCY
October 21, 2010
4:20 p.m.

BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY COURTHOUSE
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Members Present: Commissioner Wilson Robertson, District 1
Commissioner Gene Valentino, District 2, Chair **(Absent)**
Commissioner Marie Young, Vice Chair, District 3
Commissioner, Grover Robinson, IV, District 4
Commissioner Kevin White, District 5
Larry M. Newsom, Interim County Administrator
Alison Rogers, County Attorney

Commissioner Young called the meeting to order at 4:21 p.m. Community & Environment Bureau (CEB) staff requested Escambia County Community Redevelopment Agency (CRA) take the following actions:

- A. Accept, for filing with the Board's Minutes, the September 16, 2010, Community Redevelopment Agency (CRA) meeting minutes prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA;
- B. Cancel the public hearing scheduled for October 21, 2010, 5:31 p.m., concerning adopting a Resolution amending the Palafox Redevelopment Area boundaries due to advertising discrepancies;
- C. Authorize the scheduling and advertising of a new public hearing at 5:33 p.m., on Thursday, November 18, 2010, to consider adoption of a Resolution amending the Palafox Redevelopment Area Plan as to boundaries only;
- D. Cancel the public hearing scheduled for October 21, 2010, 5:32 p.m., concerning a Resolution creating the Cantonment Redevelopment Area due to advertising discrepancies;
- E. Authorize the scheduling and advertising of a new public hearing at 5:32 p.m., on Thursday, November 18, 2010, to consider adoption of a Resolution of Escambia County, Florida, relating to creating the Cantonment Redevelopment Area;
- F. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Edmund L. Brown, owner of residential property located at 1000 Montclair Road, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$2,376, for the installation of a new roof;

- G. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Bryan S. Gromer, owner of residential property located at 547 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$750, for sanitary sewer connection;
- H. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kenneth R. and Brenda H. Hill, owners of residential property located at 534 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$850, for sanitary sewer connection;
- I. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Brian D. and Teresa M. Knutzen, owners of residential property located at 520 Edgewater Drive, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$3,600, for the installation of a new central heating and air conditioning system;
- J. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kevin L. Rockwell, owner of residential property located at 422 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$922, for sanitary sewer connection; and
- K. Authorize the Chairman to sign the Funding and Lien Agreements, the two separate Resolutions and any related documents.

Motion was made by Commissioner White to move action A through K; Commissioner Robertson seconded the motion. **Motion approved (4-0)**

Discussion Item: Requesting the Board for direction in appointing the CRA Chair and Vice Chair with recommendations to be brought forth at the November 18, 2010, BCC regular Meeting.

Motion was made by Commissioner White to appoint Commissioner Young as Chair, and Commissioner Valentino as Vice Chair; the motion was seconded by Commissioner Robertson. **Motion approved (4-0)**

Keith Wilkins, Deputy Bureau Chief, Community & Environment Bureau, briefed the Board regarding the Residential Rehab Grant Program. Additionally, he presented a chart showing the programs' statistical successes since its inception in 2007.

The meeting adjourned at 4:26 p.m.

/v/

H:\WESD\CRA\CRA Board\MINUTES\Oct 21_10.doc



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Technical/Public Service Consent Item #: 5.

County Administrator's Report

Date: 11/18/2010
Issue: CRA Chair & Vice Chair Appointment
From: Sandra Prince Jennings, P.E., Bureau Chief
Organization: Comm & Env Neigh Redevelopment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning CRA Chair & Vice Chair Appointment - Sandra P. Jennings, P.E.,
Community & Environment Bureau Chief

That the Board ratify the October 21, 2010, action of the Community Redevelopment Agency (CRA), appointing Commissioner Marie Young to serve as Chair and Commissioner Valentino to serve as Vice Chair of the CRA. The terms will begin and coincide with the appointment of the Chair and Vice Chair for the Board of County Commissioners.

BACKGROUND:

On March 7, 1995, the Board adopted Ordinance 95-6 creating the CRA. The ordinance declares the members of the Board of County Commissioners to be the members of the CRA; however, the ordinance does not provide for a method to designate a chair or vice chair to the CRA. As per Chapter 163.356 (3) (c) Florida Statutes, the governing body of the county or municipality shall designate a chair and vice chair from among the Commissioners. A copy of Ordinance 95-6 is attached.

On October 21, 2010, a CRA Meeting was convened to request Board direction in appointing the CRA Chair and Vice Chair. A copy of the meeting minutes is attached.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration was provided by the County Attorney's Office.

PERSONNEL:

Escambia County CRA shall provide all administrative and staff services for the agency.

POLICY/REQUIREMENT FOR BOARD ACTION:

Ordinance 95-6 provides that the Board will serve as the members of the CRA with all rights, powers, duties, privileges, and immunities vested in Part III of Chapter 163 Florida Statutes, subject to all responsibilities and liabilities imposed or incurred.

IMPLEMENTATION/COORDINATION:

Community & Environment Bureau/CRA (CEB/CRA) staff convenes monthly meetings with the CRA to request action and assistance in implementing the redevelopment plans.

Attachments

Ordinance 95-6 & Oct 21, Mtg Minutes

SECTION 2. Conditions Precedent.

2.01 The Board of County Commissioners has complied with the conditions precedent to the creation of a Community Redevelopment Agency by adopting a resolution making a finding of necessity for the rehabilitation, conservation, or redevelopment, or a combination thereof of slum or blighted areas within the unincorporated area of the county and determining that certain areas within the county shall be community redevelopment areas.

SECTION 3. Declaration.

3.01 The Board of County Commissioners of Escambia County declares itself to be a Community Redevelopment Agency with all rights, powers, duties, privileges, and immunities vested by Part III of Chapter 163 Florida Statutes, subject to all responsibilities and liabilities imposed or incurred.

3.02 The members of the Board of County Commissioners of Escambia County shall be the members of the Community Redevelopment Agency, but such members constitute the head of a legal entity, separate, distinct, and independent from the Board of County Commissioners of Escambia County.

SECTION 4. Additional Members.

4.01 The Board of County Commissioners may, at its option, appoint two additional persons to act as members of the Community Redevelopment Agency. The terms of office of any additional members appointed shall be for four (4) years, except that the first person appointed shall initially serve a term of two (2) years. Persons appointed under this section are subject to all provisions of this part relating to appointed members of a Community Redevelopment Agency.

SECTION 5. Powers.

5.01 The community redevelopment powers assigned to the Community Redevelopment Agency include all the powers necessary or convenient to carry out and effectuate the purposes and provisions of Part III of Chapter 163 Florida Statutes except the following powers which will continue to vest in the Board of County Commissioners of Escambia County:

(a) The power to determine an area to be a slum or blighted area, or combination thereof; to designate such area as appropriate for community redevelopment; and to hold any public hearings required with respect thereto.

(b) The power to grant final approval to community redevelopment plans and modifications thereof.

(c) The power to authorize the issuance of revenue bonds as set forth in Section 163.385 Florida Statutes (Supp. 1994) and as amended.

(d) The power to approve the acquisition, demolition, removal, or disposal of property as provided in Section 163.370(3)(Supp 1994) and as amended.

(e) The power to assume the responsibility to bear loss as provided in Section 163.370(3)(Supp. 1994) and as amended.

SECTION 6. Severability.

6.01 If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. Inclusion in Code

7.01 It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 8. Effective Date

8.01 This Ordinance shall take effect upon receipt of notice of filing from the Secretary of State.

DONE AND ENACTED this 7th day of March, 1995.

BOARD OF COUNTY COMMISSIONERS
ESCAMBLA COUNTY, FLORIDA

BY: Willie J. Junior
Willie J. Junior, Chairman

ATTEST: JOE A. FLOWERS
COMPTROLLER

Maileyn L. Hingray
Deputy Clerk

(SEAL)
ENACTED 3/7/95
FILED WITH DEPARTMENT OF STATE
EFFECTIVE



MINUTES
COMMUNITY REDEVELOPMENT AGENCY
October 21, 2010
4:20 p.m.

BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY COURTHOUSE
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Members Present: Commissioner Wilson Robertson, District 1
Commissioner Gene Valentino, District 2, Chair **(Absent)**
Commissioner Marie Young, Vice Chair, District 3
Commissioner, Grover Robinson, IV, District 4
Commissioner Kevin White, District 5
Larry M. Newsom, Interim County Administrator
Alison Rogers, County Attorney

Commissioner Young called the meeting to order at 4:21 p.m. Community & Environment Bureau (CEB) staff requested Escambia County Community Redevelopment Agency (CRA) take the following actions:

- A. Accept, for filing with the Board's Minutes, the September 16, 2010, Community Redevelopment Agency (CRA) meeting minutes prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA;
- B. Cancel the public hearing scheduled for October 21, 2010, 5:31 p.m., concerning adopting a Resolution amending the Palafox Redevelopment Area boundaries due to advertising discrepancies;
- C. Authorize the scheduling and advertising of a new public hearing at 5:33 p.m., on Thursday, November 18, 2010, to consider adoption of a Resolution amending the Palafox Redevelopment Area Plan as to boundaries only;
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- E. Authorize the scheduling and advertising of a new public hearing at 5:32 p.m., on Thursday, November 18, 2010, to consider adoption of a Resolution of Escambia County, Florida, relating to creating the Cantonment Redevelopment Area;
- F. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Edmund L. Brown, owner of residential property located at 1000 Montclair Road, Pensacola, Florida, in the Palafox Redevelopment Area, each in the amount of \$2,376, for the installation of a new roof;

- G. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Bryan S. Gromer, owner of residential property located at 547 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$750, for sanitary sewer connection;
- H. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kenneth R. and Brenda H. Hill, owners of residential property located at 534 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$850, for sanitary sewer connection;
- I. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Brian D. and Teresa M. Knutzen, owners of residential property located at 520 Edgewater Drive, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$3,600, for the installation of a new central heating and air conditioning system;
- J. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kevin L. Rockwell, owner of residential property located at 422 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$922, for sanitary sewer connection; and
- K. Authorize the Chairman to sign the Funding and Lien Agreements, the two separate Resolutions and any related documents.

Motion was made by Commissioner White to move action A through K; Commissioner Robertson seconded the motion. **Motion approved (4-0)**

Discussion Item: Requesting the Board for direction in appointing the CRA Chair and Vice Chair with recommendations to be brought forth at the November 18, 2010, BCC regular Meeting.

Motion was made by Commissioner White to appoint Commissioner Young as Chair, and Commissioner Valentino as Vice Chair; the motion was seconded by Commissioner Robertson. **Motion approved (4-0)**

Keith Wilkins, Deputy Bureau Chief, Community & Environment Bureau, briefed the Board regarding the Residential Rehab Grant Program. Additionally, he presented a chart showing the programs' statistical successes since its inception in 2007.

The meeting adjourned at 4:26 p.m.

/v/

H:\WESD\CRA\CRA Board\MINUTES\Oct 21_10.doc



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Technical/Public Service Consent Item #: 6.

County Administrator's Report

Date: 11/18/2010
Issue: License Agreement with Sacred Heart Health System, Inc. for "Mission in Motion" Mobile Health Unit
From: Sandra Jennings
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning License Agreement with Sacred Heart Health System, Inc. for "Mission in Motion" Mobile Health Unit - Sandra P. Jennings, P.E., Community & Environment Bureau Chief
That the Board approve the License Agreement with Sacred Heart Health System, Inc., for "Mission in Motion" Mobile Health Unit, granting permission to enter onto the property of all Escambia County Community Centers, per the three-year Agreement, in order to provide a variety of medical screening services to the public.

BACKGROUND:

The Sacred Heart "Mission in Motion" Mobile Health Unit has been providing services within Escambia County for many years, visiting public venues annually. The attached License Agreement grants Sacred Heart access to Community Centers at no cost and serve the public via operation of the Mobile Health Unit. The Mobile Health Unit is stationed on premises approximately 4-5 hours per scheduled stop, and charges no fees to services rendered to individuals at the Community Center stops. The Board approved the previous three-year agreement on November 1, 2007.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The License Agreement has been reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of all such agreements regarding use of County assets.

IMPLEMENTATION/COORDINATION:

The Community & Environment Bureau Community Affairs Branch and Sacred Heart Health System staff will coordinate all matters concerning the Agreement and scheduling of this service to the public.

Attachments

Sacred Heart Mobile Health Unit License Agreement

LICENSE AGREEMENT

AGREEMENT made this ____ day of _____ 2010, by and between SACRED HEART HEALTH SYSTEM, INC., a Florida non-profit corporation, located at 5151 North Ninth Avenue, Pensacola, Florida 32504 (hereinafter referred to as "Hospital"), and Escambia Board of County Commissioners / Community Affairs Branch, whose address is: 221 Palafox Place, Pensacola, FL 32502 (hereinafter referred to as LICENSOR).

The Parties agree as follows:

1. Grant of Permission. In consideration of Hospitals' promise contained in this Agreement, Licensor hereby grants permission, revocable and terminable as provided below, to Hospital to enter on the real property of Licensor described below for the purpose of locating its Mobile Health Unit on said property, all of which Hospital promises to comply and abide with.

2. Description of Property. The real property of Licensor that Hospital is permitted to enter under and pursuant to this Agreement which is attached hereto and incorporated herein as Exhibit "A".

3. No Monetary Consideration. The permission granted to Hospital under this Agreement has been given to Hospital as an accommodation, and it shall be without charge to Hospital.

4. Permission Not Exclusive. The permission granted to Hospital under this Agreement is not exclusive to Hospital, and Hospital shall have privilege under this Agreement only of occupying such portion of the above-described premises as the representative of Licensor in charge of such premises shall designate from time to time.

5. Services to be Provided by Hospital. Hospitals Mobile Health Unit shall be equipped to offer a variety of medical screening services, including blood sugar level, vision, glaucoma, hearing, blood pressure, total cholesterol level, and height and weight. Hospital may offer some or all of the above medical screening services to individuals while the Mobile Health Unit is stationed on Licensors real property, and/or may add additional

services or delete certain services from time to time in its sole discretion.

6. Scheduling of Sites. Licensor and Hospital shall coordinate the dates and times when the Mobile Health Unit will be located on Licensors property, and Licensor shall publicize the dates of any planned Mobile Health Unit visit to potential users of the Mobile Health Unit services.

7. No Charge to Users. Hospital will not charge any fees for Mobile Health Unit services rendered to individuals while the van is located on Licensors property.

8. Minimum User Requirement. Licensor will make a good faith effort to attract a substantial number of users to the Mobile Health Unit while it is located on Licensors property, and shall advise Hospital in advance of any planned visit in the event it does not anticipate at least twenty-five (25) individuals utilizing the service on the date of the planned visit. In such event (where less than twenty-five (25) individuals are anticipated) the Mobile Health Unit visit may be canceled, in the sole discretion of Hospital.

9. Additional Medical Services. In the event any individuals utilizing the Mobile Health Unit services require further medical treatment, Hospital will have no responsibility for transportation of that individual to other health care facilities, nor does Hospital guarantee or warrant that any person utilizing the Mobile Health Unit services will be admitted to Sacred Heart Hospital. The Hospital will provide information regarding available community health services to individuals utilizing the Mobile Health Unit services who may require further medical treatment.

10. Term and Termination. The term of this Agreement shall begin on the date last executed by the parties hereto and shall continue for a three (3) year term. Either party may terminate this Agreement at any time by giving at least thirty (30) days written notice of such termination.

11. Coordinators. The person in charge of coordinating any planned Mobile Health Unit visits on Licensor's property shall be Marilyn Wesley or designee, on behalf of Licensor, and Cheryl Pilling, MA, BSN, RN, on behalf of Hospital. The Licensor's representative shall be available and present on Licensor's premises at the time of any scheduled arrival of the

Mobile Health Unit.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

SACRED HEART HEALTH SYSTEM,
INC.

By: _____
Cheryl Pilling, MA, BSN, RN
Its: Manager, Community Wellness
Outreach

Witnesses:

By: _____

(Print Name)

By: _____

(Print Name)

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

3

By: _____
Title: _____
Date: 10/28/10

DEPARTMENT OF COMMUNITY SERVICES
COMMUNITY CENTER LISTING (Revised June, 2010)

Exhibit A

CENTER	ADDRESS/TELEPHONE	CONTACT PERSON(S)	AFTER HOURS TELEPHONE
Barrineau Park Community Center & Historical Society	6055 Barrineau Park School Road Molino, FL 32577 850/587-5389	Nita Berry Lawson Berry Steven Jogan	850/587-5575 850/587-2621
Beulah Sr. Citizen Center	7425 Woodside Drive Pensacola, FL 32526 850/941-6057	Marjorie Macks Annette Carroll Sherry Anthony	850/944-0538 850/457-9319 850/453-5930
Byrneville Community Center	1701 Hwy. 4-A Century, FL 32535 850/256-2724	Walter Porz	850/256-3795 850/516-6963- cell
Davisville Community Center	10200 Hwy. 97 N Davisville, FL 32535 850/327-6189	Evie Dove	850/327-6352
Dorrie Miller Community Center	2819 North Miller Street Pensacola, FL 32503 850/595-3280	Dept. of Community Services Staff	850/595-3130
Ebonwood Community Center	3511 West Scott Street Pensacola, FL 32505 850/595-3032	Willie Mae Randerson	850/433-7205 850/449-1567- cell
Englewood Community Center (Boys & Girls Club)	2751 North "H" Street Pensacola, FL 32501 850/438-0996	Hattie Grace Marcie Betha	850/476-4605
Felix Miga Sr. Citizen Center	904 North 57 th Avenue Pensacola, FL 32506 850/453-7431	Lois Lindt	251/962-2021-home 251/942-2288- cell
Lexington Terrace Community Center	700 South Old Corry Field Road Pensacola, FL 325	TO BE DETERMINED	TO BE DETERMINED
Marie Ella Davis Community Center	16 Raymond Street Pensacola, FL 32507 850/453-7540	Daisy Davis	850/455-7225
Mayfair Community Center	701 South Madison Drive Pensacola, FL 32506 850/453-7460	Myra Simmons	850/453-0127-home 850/525-7136- cell
Oak Grove Community Center	2550 Highway 99 North Oak Grove, FL 32568 850/327-6442	Everett O'Farrell Perry Byars Roy Godwin	850/327-4911 850/327-4300 850/327-4469
Quintette Community Center	2490 Quintette Lane Cantonment, FL 32577 850/587-5426	Gene McCants Joe Mack Jackie Wheaton (Scheduling)	850/968-4624 850/450-5990 850/324-0617
Walnut Hill Community Center & Ruritan Club	7850 Hwy. 97N Walnut Hill, FL 850/327-6674	Charles McPherson Sam Moorcr Billy Ward Ernie Hester	850/327-4198 850/291-1930 850/327-4318 850/327-4479



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Technical/Public Service Consent Item #: 7.

County Administrator's Report

Date: 11/18/2010
Issue: Termination of Contract for Air filters for Various County Buildings
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Termination of Contract for Air Filters for Various County Buildings - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board in accordance with the terms and conditions of the Contract for Air Filters for Various County Buildings PD 08-09.089, Paragraph 20, Termination, terminate the Contract effective immediately, with Sunbelt Industrial Supply Co., Inc., due to the business closing.

BACKGROUND:

Sunbelt Industrial Supply Co., Inc. Chief Operating Officer issued a letter to all vendors on October 15, 2010 the subject of which was the closing of Sunbelt Industrial Supply and has ceased operations effective October 1, 2010.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Sunbelt Ltr. due to closing

Sunbelt Industrial Supply Co., Inc.

*1625 N. Palafox Street * P.O. Box 18708 * Pensacola, FL 32501*

Facilities Management
100 East Blount Street
Pensacola, FL 32501

October 26, 2010

Attn: Mr. Bill Turner

Subject: Contract Cancellation

This letter is to inform you that Sunbelt Industrial Supply Co. has ceased operations. We delivered the last shipment of air filters to Facilities Management on 10/22/2010. As a result of our closing, please cancel the contract for Air Filters for County Buildings.

I regret having to cancel the contract and truly hope this does not result in an inconvenience to Escambia County.

Thank you for all of your support in the past years, and if there are any questions regarding this letter please contact me at 850-232-9471.

Sincerely,

William M. Jones

William M. Jones
Chief Operating Officer
Sunbelt Industrial Supply Co., Inc.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 8.

County Administrator's Report

Date: 11/18/2010
Issue: Revised Tuition Reimbursement Policy, Section II, C.24
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Revised Tuition Reimbursement Policy - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the revised Tuition Reimbursement Policy, Section II, C.24, of the Board of County Commissioners Policy Manual, effective October 1, 2010. Revisions to this policy are as follows:

- A. Term employees will no longer be eligible for tuition reimbursement;
- B. The limitation of \$500 for an undergraduate level course and \$600 for a graduate level course per quarter/semester has been eliminated due to the unique schedules of today's educational institutions;
- C. It is clarified that books, travel or other materials required by the course will not be approved for reimbursement;
- D. Management must now verify on the Tuition Reimbursement Application Form that the employee's most recent performance evaluation reflects an overall minimum of at least "meet standards";
- E. The changes made also include grammatical and verbiage changes to comply with the Board of County Commissioners current organization structure; and
- F. Remove Appendix I, Qualifying Education, Appendix II, Tuition Reimbursement Application Form, and Appendix III, Stability-of-Employment Agreement.

BACKGROUND:

The Tuition Reimbursement Policy was adopted October 1, 2003, and revised August 16, 2007. The policy is an avenue for employees to enhance their effectiveness through education and training, to develop their skills and knowledge, and to improve their ability to carry out their assigned duties. This policy will provide employees with reimbursement of tuition costs and eligible fees for approved classes from an approved institution.

BUDGETARY IMPACT:

Funding for tuition reimbursement will be included in the Board of County Commissioners annual budget. The Cost Center is 140603 and the Object Code is 55401.

LEGAL CONSIDERATIONS/SIGN-OFF:

Ryan Ross, Assistant County Attorney, has reviewed this policy and concurs.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Division will coordinate with the Clerk of the Circuit Court, Accounts Payable for allocation of reimbursable funds to employees.

Attachments

Tuition Reimbursement Policy

Board of County Commissioners

Escambia County, Florida

Title: Tuition Reimbursement Policy – Section II, C.24
Date Adopted: September 18, 2003
Effective Date: October 1, 2010, as amended
Reference:
Policy Superseded: August 16, 2007, November 18, 2010 amended

I. PURPOSE

To establish a uniform, fair, and legal standard by which the Escambia County Board of County Commissioners (BCC) may administer a program of Tuition Reimbursement, adhering to the provisions of Florida Statutes Chapter 112.063, *Reimbursement of County Employees for Educational Expenses*.

II. SCOPE

This policy applies to regular and ~~term~~ full-time employees of ~~Escambia County BCC~~ the Board of County Commissioners who have reached their one-year anniversary of continuous service in the BCC as a regular ~~or term~~ full-time employee before the start date of course work. Participation in the Tuition Reimbursement Program is strictly voluntarily for the employee. The program is administered by the ~~Human Resources Department~~ Management and Budget Services Bureau, Human Resources Division. Conflicts, which may arise in the application of this ~~program~~ policy will be resolved by the County Administrator, or designee.

III. POLICY STATEMENT

It is the policy of the Escambia County Board of County Commissioners to encourage its employees to enhance their effectiveness through education and training, to develop their skills and knowledge, and to improve their ability to carry out their assigned duties. This ~~Tuition Reimbursement Program~~ policy will provide employees with reimbursement of tuition costs and eligible fees for approved classes from an approved institution.

IV. REIMBURSEMENT GUIDELINES

A. Approved ~~Classes~~ Institutions

Any vocational or technical center, community college, junior college, state college or university accredited and recognized by the ~~State Department of Education, State of Florida~~ U. S. Department of Education's Office of Postsecondary Education. Other state approved institutions may be approved.

2. ~~Adult High School, GED, or equivalency programs.~~

3. ~~May include correspondence or courses or online study programs.~~

B. Approved ~~Institutions~~ Classes Courses

2. ~~An "Approved Course" is one which:~~

a1. The course will enhance the knowledge, skills, and abilities of the employee's official duties and that is directly related to the employee's current position.

b2. The course is required by the BCC Board of County Commissioners or by law to keep ~~your~~ the employee's current position, salary, or status. This does not include obtaining or maintaining courses, degrees and/or certifications which are identified as "minimum qualifications" for the job.

e3. The course is required in the curriculum of a pre-approved degree program. Such a degree program must have been approved by the ~~Department Director~~ Bureau Chief and considered to be directly related to the employee's assigned ~~department~~ bureau.
(~~See Appendix I, Qualifying Education~~)

3.4 Classes from V~~y~~ocational T~~e~~chnical or other non-degree producing course work may be approved if the course of study enhances the employee's effectiveness or develops skills which are of proven benefit to their assigned duties.

5. The Tuition Reimbursement Application shall be submitted and approved by the employee's supervisor and bureau chief **before** classes begin.

6. The employee must receive written notification from the Human Resources Division indicating approval of the requested course(s).

7. ~~Escambia County~~ The Board of County Commissioners is not intending to fund all college degree programs, but rather those courses, which directly benefit the County.

8. ~~Exception: Anyone~~ A regular full-time employee of the ~~employed by the BCC Board of County Commissioners~~ as of the effective date of this policy will be eligible to pursue a GED, or equivalent, even though it is required by their current position.

V. ~~D.~~ LIMITATIONS

A. Classes which do not receive approval from the ~~Department Director~~ supervisor, bureau chief and the Human Resources ~~Director~~ Manager in advance will not be accepted for reimbursement processing.

B. In accordance with Florida Statute, Chapter 112.063(3) an employee shall not be permitted to utilize any space, personnel, equipment, or supplies of the office by which he/she is employed in the process of fulfilling any of the requirements imposed by the coursework for which he/she is being reimbursed.

C. ~~Voluntary~~ classes will shall be scheduled for off-duty hours unless prior approval is obtained from the ~~Department Director~~ Division Manager or the Bureau Chief. Employees pursuing coursework during duty hours will be placed on Annual Leave, Paid Time Off Leave, MOB, or Leave Without Pay. The ~~Department Director~~ Bureau Chief or Division Manager may authorize the employee to "flex" their time if it poses no hardship on other employees nor does it adversely affect the ~~department~~ bureau mission.

- D. At any level of the approval process, the course reimbursement request may be denied if the employee has been suspended ~~from duty~~ for disciplinary purposes, within six (6) months prior to the date of application. Furthermore, if a suspension occurs during the course, reimbursement support will be withdrawn immediately and the employee promptly notified.
- E. Books, travel or other materials required by the course will not be approved for reimbursement.
- F. Doctoral-level studies will not be approved for reimbursement.
- G. Tuition reimbursement applies to costs based on Florida residency. Additional costs will not be reimbursed.
- H. ~~May include correspondence courses or online study programs~~ Correspondence courses, Continuing Education Units (CEU's) or online study programs taken to receive certifications or endorsements will not be approved for reimbursement.
- I. Courses identified as one that will assist the employee to obtain a certification or license for a current position will not be approved for reimbursement.
- J. Courses which are not directly career-related may not be eligible for reimbursement.
- K. No course or class will be approved more than once if the course or class is being repeated due to a substandard grade on the previous attempt.

VI. PROCEDURES

A. ~~Application and Approval Process~~

1. The employee ~~must~~ shall complete and submit the Tuition Reimbursement Application Form ~~completely and accurately to his/her supervisor and Department Director for endorsement and/or recommendation. the first level of the approval process. The completed application must be received by the Human Resources Department Supervisor, Bureau Chief and the Human Resources Manager shall have received and approved the application~~ not later than one (1) week prior to the closing date of regular registration for the requested course(s).
2. The supervisor must forward the application, with recommendation, to the ~~Department Director/Division Manager~~ Division Manager and/or Bureau Chief for approval/disapproval. Applications received without ~~Director or Manager~~ Division Manager or Bureau Chief signature will be returned.
3. Each individual course requires a separate application.
4. ~~It is important that~~ on the initial submission ~~for an employee that~~ an accurate job description shall be included. If the duties change, then the job description on file should be updated on the next application.
5. If approved by the ~~Department Director/Division Manager~~ Division Manager/Bureau Chief, the application is then submitted to Human Resources for processing and final approval.
6. Proof of curriculum requirements, or course description, shall be attached to the application. As long as the curriculum or course description on file remains current, a

new one need not be resubmitted.

6. Documentation is required, and shall be attached to the application, which specifies any grants, scholarships or other third party support that may exist. This ~~program~~ policy provides reimbursement at a rate consistent with the remaining balance after other support payments are made.
7. The employee will be notified by the returned application whether the request was approved or disapproved.
10. If approved, the employee may proceed with the classes as scheduled.
11. Following course completion, the employee shall resubmit the approved application, along with proof of final grades and actual costs, to Human Resources for determination of reimbursement. The Human Resources ~~Director~~ Manager is authorized to disapprove any reimbursement based on budgetary restraints or qualifications under the provisions of this policy.
- ~~12. If reimbursement is due, Accounts Payable Division, Clerk of the Circuit Court will be formally notified by Human Resources.~~

B. ~~Application and Approval Process~~

1. The employee shall submit the application to their supervisor. The supervisor shall then forward the application to the Division Manager and/or Bureau Chief for approval. Upon approval, the Application shall then be forwarded to the Human Resources Division
2. The employee's supervisor shall verify that the most recent Performance Evaluation ~~must~~ reflects an overall minimum of at least "Meet Standards."
3. The Human Resources Manager shall review for compliance and completeness and approve accordingly.
4. The Human Resources Manager shall return the Application to the employee indicating whether the request was approved or disapproved.
5. If approved, the employee may proceed with the classes as scheduled.

C. ~~Academic Requirements~~ Grade(s) Verification

1. Employees receiving a final grade of a "C" or higher in a voluntary undergraduate course will receive reimbursement of 100% of all tuition and mandatory fee expenses directly related to the course.
2. Employees receiving a final grade of a "B" or higher in a voluntary graduate course will receive reimbursement of 100% of all tuition and mandatory fee expenses directly related to the course.
3. If a letter grade is not awarded for a ~~class, seminar or workshop taken under this program course~~, then a certificate of satisfactory completion will be reimbursed at 100% of all specifically instruction-related expenses.
4. The ~~BCC~~ Board of County Commissioners will provide 100% reimbursement for

tuition and mandatory fee expenses to employees obtaining a high school diploma, ~~G.E.D.~~, a General Education Diploma (GED) or equivalent upon successful completion.

~~F~~ Payment Process Reimbursement

D.

1. The Board of County Commissioners reserves the right to place limitations on or temporarily suspend the Tuition Reimbursement Program based on any factor which adversely affects the availability of funds. A suspension of funding will not stop payment for classes already approved for reimbursement once classes have begun, although the percent of reimbursement may be reduced.
2. Funding for tuition reimbursement is approved and based on the fiscal year. The date on the voucher will determine the disbursement of funds for the fiscal year period.
3. The total maximum reimbursement amount for undergraduate courses will be limited to \$1,500 per fiscal year for each employee. ~~Undergraduate courses will be limited to \$500 per quarter or semester.~~
4. The total maximum reimbursement amount for graduate courses will be limited to \$1,800 per fiscal year for each employee. ~~Graduate courses will be limited to \$600 per quarter or semester.~~
- ~~15.~~ Reimbursement will only occur after successful completion of course work.
- ~~26.~~ Upon successful completion of classes ~~and receipt of grade(s), the employee must submit a tuition receipt and verification of grades received to the Human Resources Department.~~ the employee must submit the initial Tuition Reimbursement Application Form, their final grade(s) and proof of actual costs (tuition receipt) for the course to the Human Resources Division within sixty (60) calendar days of completion of the course work.
- ~~3.7~~ ~~The final submission for reimbursement, along with required documentation and receipts, must be received by the Human Resources Department within sixty (60) calendar days of completion of the course work.~~ The date on the voucher will determine the disbursement of funds for the fiscal year period.
8. A course may be reimbursed at less than the full amount when the employee reaches the maximum annual amount, or if budgetary restraints so dictate. The amount of actual reimbursement will be determined after course completion and final costs are identified.
- ~~49.~~ The Human Resources Division will authorize payments ~~as qualified under this program~~ and for tuition reimbursement and reimbursement will be paid by the Clerk of the Circuit Court, Accounts Payable, to be received in the mail by the employee.

VII. SERVICE OBLIGATION

A. General Instructions Undergraduate-level classes

1. Upon completion of approved course work, the employee must remain an employee of ~~Escambia County Board of County Commissioners~~ for one (1) year, and remain in the current ~~department~~ bureau for which the classes ~~were~~ was approved for one (1) year.

2. Leaving the ~~BCC~~ Board of County Commissioners for any reason, whether voluntary or involuntary, may require immediate repayment of tuition reimbursement funds disbursed within the previous one-year period.
3. If the approved course work enabled the employee to meet minimum qualification requirements of a new position in which the employee voluntarily transferred to or was promoted to outside of the current bureau during the one (1) year following course completion repayment may be required.

B. Graduate-level classes

1. Upon completion of approved course work, the employee shall remain an employee of ~~Escambia County Board of County Commissioners~~ for two (2) years and remain in the current ~~department~~ bureau for which the classes ~~were~~ was approved for two (2) years.
2. Leaving the ~~BCC~~ Board of County Commissioners for any reason, whether voluntary or involuntary, may require immediate repayment of tuition reimbursement funds disbursed within the previous two-year period.
3. If the approved course work enabled the employee to meet minimum qualification requirements of a new position in which the employee voluntarily transferred to or was promoted to outside of the current bureau during the two (2) years following course completion repayment may be required.

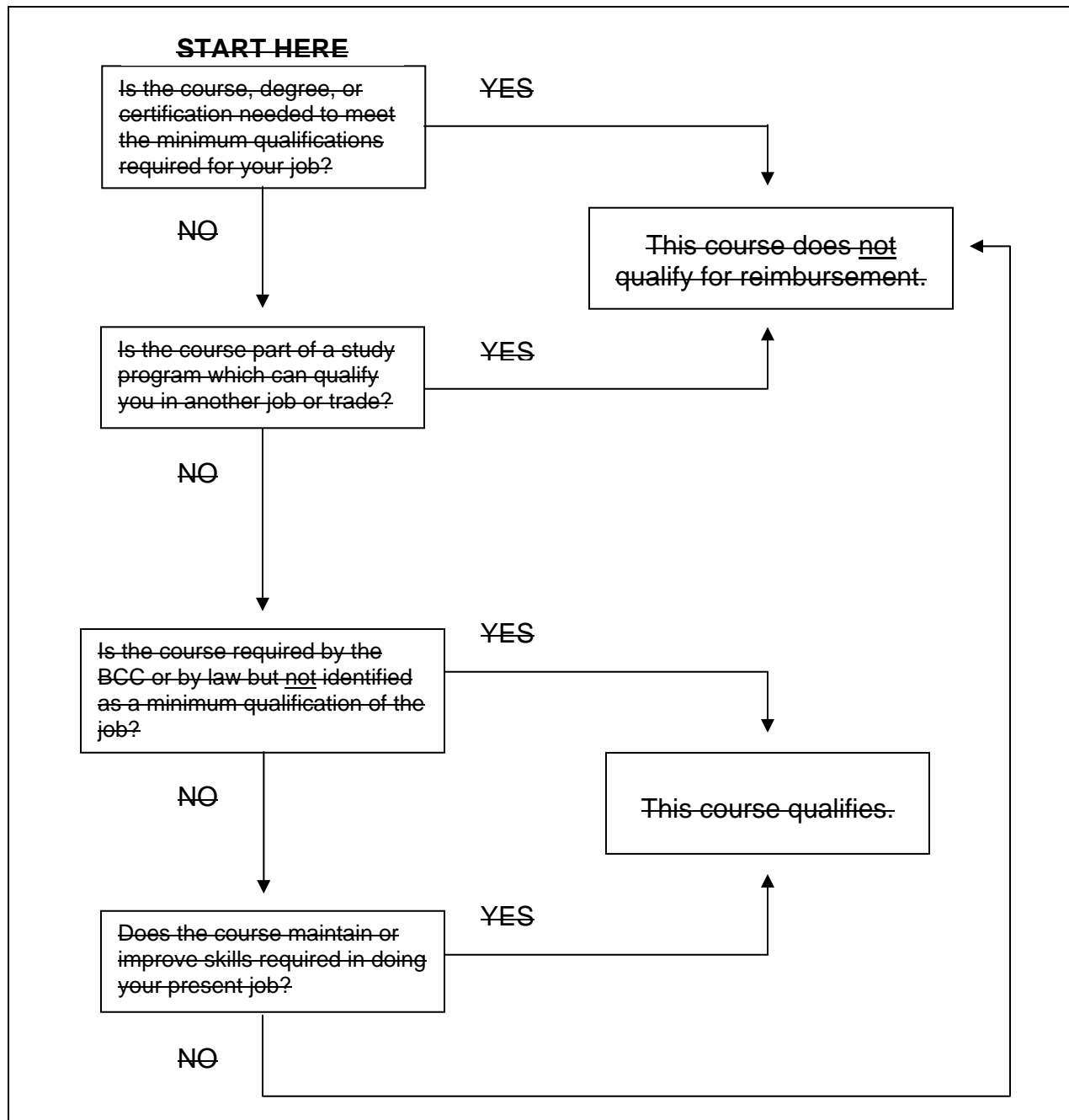
C. Exceptions

If the employee is subjected to a transfer, reassignment or demotion due to circumstances beyond the control of the employee repayment may be waived based on the recommendation of the Human Resources ~~Director~~ Manager and approved by the County Administrator, or designee. Examples might include a directed reorganization or abolishment of the employee's original position.

D. The Board of County Commissioners

61. The approval of a course for reimbursement in no way obligates the ~~County Board of County Commissioners~~ to grant time off to participate in that course. While it is the ~~County's Board of County Commissioners~~ intent to encourage employees to take advantage of available educational opportunities and to accommodate them to the greatest extent possible, there may be occasions upon which the job will assume priority over classes (i.e., schedule changes, storm recovery operations or other mandatory overtime).
2. The Human Resources ~~Director~~ Manager is authorized to disapprove any reimbursement based on budgetary restraints or qualifications under the provisions of this policy.
53. Mandatory classes taken at the direction of the BCC Board of County Commissioners should be paid by purchase order or vouchered in advance by the BCC Board of County Commissioners and scheduled during duty hours to the greatest extent possible. Mandatory classes will be considered "time worked" and will be compensated appropriately. The BCC Board of County Commissioners agrees to pay all tuition, fees and book expenses for these types of classes.

APPENDIX I: Qualifying Education



APPENDIX II: Tuition Reimbursement Application Form

**Escambia County Board of County Commissioners
Tuition Reimbursement Application Form**

PART 1 -- Employee

Printed Name:

_____ Last _____ First _____ MI _____

Department/Division _____ Job Title _____

Date began regular, full-time

County employment: _____ Date began current job: _____

Current Job Description is: ☐ Attached

☐ On file

Last semester/quarter for which

Tuition Reimbursement was requested, if ever: _____ Never requested: ☐

For the class being requested:

Name of School/College/University _____ Degree Being Pursued: _____

Course Title: _____

Credits: _____

	Semester
	Quarter

Date course is expected to begin: _____ Expect to complete: _____

Estimated costs:

TUITION _____ TOTAL ESTIMATED COST: _____

MANDATORY FEES _____ PURPOSE OF FEES _____

I receive grant, scholarship or financial assistance from (see attached): _____

I am not receiving financial assistance for this class: ☐

Employee Signature

Date

PART 2 -- Department

This course is required by the BCC or by law and is not identified as a minimum qualification of the job. **Qualifies for reimbursement.**

This course will maintain or improve skills required for the present job. **Qualifies for reimbursement.**

Describe how this class is job related and will benefit the BCC:

This course is needed to meet the minimum qualifications for the current position. **Does not qualify for reimbursement.**

This course is part of a study program which could qualify this employee for another job or does not benefit the current position. **Does not qualify for reimbursement.**

Supervisor _____ Date

Department Director/Manager _____ Date

PART 3 – Human Resources

☐

The course listed in PART 1 is **approved** for the Tuition Reimbursement Program. Actual reimbursement is contingent on achieving the program standards and fund availability.

☐

The course listed in PART 1 is **disapproved** for the Tuition Reimbursement Program for the reason(s) below:

Comments: _____

Human Resources Director

Date

RETURN TO EMPLOYEE

PART 4 – Employee

The approved course was completed on _____ with a final grade of _____.

☐

A copy of the official grade sheet is attached.

Actual costs:

TUITION _____

ACTUAL TOTAL COST _____

MANDATORY FEES _____

PURPOSE OF FEES _____

☐

The documentation of the costs for which I am requesting reimbursement is attached.

Employee Signature

Date

PART 3 – Human Resources

CERTIFICATION OF COMPLETION

The employee above has successfully completed the course of instruction as indicated and has met the program requirements for reimbursement in the amount shown below.

\$ _____

Amount Approved

If not approved for the full amount, explain: _____

140603

Cost Center

55401

Object Code

Processed by

Approved: _____

County Administrator

Date

When Complete: _____ **Original:** Accounts Payable

Copy: Official Personnel File, Human Resources

Copy: Program Administrator, Human Resources

Copy: Department

Copy: Employee

~~Escambia County Board of County Commissioners~~
~~Tuition Reimbursement Program~~
~~Stability-of-Employment Agreement~~

~~Job Classification:~~

~~I further understand that if it is found that I knowingly falsified information provided on the Tuition Reimbursement Application Form that I will be held liable for all costs associated with those classes taken, be subject to disciplinary action, and/or be subject to criminal prosecution if so warranted.~~

Original: _____ Official Personnel File, Human Resources
Copy: _____ Program Administrator, Human Resources
Copy: _____ Employee



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Technical/Public Service Consent Item #: 9.

County Administrator's Report

Date: 11/18/2010
Issue: Tourist Development Council Reappointments
From: Charles R. (Randy) Oliver, CPA PE
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Tourist Development Council Reappointments - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board take the following action concerning two reappointments to the Escambia County Tourist Development Council:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint Nancy Halford for another four-year term, effective December 1, 2010, through November 30, 2014, as an "Interested in Tourism" Appointee; and

B. Reappoint Thaisa F. Bivins for a four-term, effective December 1, 2010, through November 30, 2010, as a "Hotel/Motel Industry" appointee.

BACKGROUND:

Both Ms. Nancy Halford and Ms. Thaisa Bivins expressed a desire to serve another term on the TDC. Their Resumes are attached for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Nancy Halford Resume

Thaisa F. Bivins Resume

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Dec. 07, 2006 Page 2

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THE MICROFILMING PROCESS

NANCY STANTON HALFORD

ADDRESS:

47 South Jefferson Street
Pensacola, FL 32501
(850) 432-7124

SUMMARY:

More than twenty-five years experience in Marketing & Management (within corporate, public relations, and retail environments). Developed expertise in building and maintaining a solid customer base, in training & supervising staff and in managing business operations, profitably.

EMPLOYMENT:

January 2002-Present
NAI HALFORD
Marketing Director

[Pensacola, FL]

1993-2002

CROWNE PLAZA
PENSACOLA GRAND HOTEL
General Manager

[Pensacola, FL]

- Responsible for directing all departmental operations, acquisitions, establishing/maintaining budgets and staffing needs.
- Responsible for preparation and completion of Corporate Documentation in a timely and accurate manner.
- Work closely with guests to insure satisfactory customer service.
- Active in marketing hotel to all Market Segments.
- Active in Tourism Development for Northwest Florida area.

1990-1992

[Pensacola, FL]

**CONSULTANT/ BRIDAL DESIGN & EVENT
COORDINATOR**

- Worked closely with Brides, Mothers and Wedding Parties in the proper fitting and selection of Gowns and Accessories.
- Associate with the Halford Company- assisted with acquisitions, budgets, and oversee certain properties in cooperation with financial institutions.
- Professional Event Coordinator

1988-1990

ALLYN'S BRIDAL SHOPPE
CEO/ Manager

[Norwich, CT]

- Responsible for directing Sales, Merchandising, Buying and all financial operations for Bridal/Evening Wear salon. Planned all Advertising a Public Relations initiatives to maintain a strong regional presence.

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-Negotiated the purchase of the business, doubled sales within the first fiscal year. Hired and trained staff in Sales Psychology and responsive Customer Service.

- Attended NY markets, purchased inventory reflective of the tastes of the clientele, current bridal and fashion trends.
- Worked closely with Brides, Mothers, and Wedding Parties in the selection of gowns and accessories. Provided uniquely personalized service, insured that all details and schedules were adhered to properly.

1976-1988

[New York, NY]

Pfizer, Inc.

Clinical Research & Cory Division

Functioned initially as Administrative Assistant to Vice President of Clinical Research within the Pharmaceutical Division. Rapidly advanced to Marketing positions within the Cory Division (Consultant, Regional Training Manager and Account Executive).

Account Executive:

- Responsible for building a territory (Northeast & Central PA) to well over \$ 1 million in revenues. Worked with the Department Stores, Mass Merchandisers, Independent & Chain Drug Stores in the sale of existing and new product lines, negotiating for increased merchandising space.
- Administered co-op advertising budgets, created programs to enhance sales and thoroughly trained store staff in promoting Cory products.
- Attended all New York sales forums. Selected as a member of "blitz" teams, traveled with Sophia Loren in introducing new fragrance line.
- Consistently exceeded sales quotas.

Regional Training Manager:

- Worked in both a training and public relations capacity. Planned major training events for Cory consultants & key store personnel.
- Set-up in hotels, coordinated all details for formal training sessions (including décor & menu planning).

Consultant:

- Responsible for providing support to Department Stores and Independent Drug Accounts (mens/womens fragrances & cosmetics). Set sales goals, trained and motivated store staff in achieving objectives, and increasing commissions.

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-Coordinated in-store events (makeovers, etc.), tracked promotions & worked closely with Sales Representative in building store revenues.

Administrative Assistant to V.P. of Clinical Research:
-Assisted in the development of new hypertensive & heart failure medication. Worked with physicians nationally compiling case study data for FDA approval submission.

**EXPERIENCE, PROFESSIONAL ORGANIZATIONS, COMMUNITY
ACTIVITIES:**

- Commissioner, Florida Commission on Tourism, November 1995 to 2002.
- Chair, Partners Committee, Florida Council on Tourism, July 1995 to 2002.
- Chairperson, Escambia County Tourist Development Council, November 1994 to 2000.
- Member, Escambia County Tourist Development Council, November 1994 to present.
- Board of Directors, Pensacola Council of the Navy League, 1995 to present.
- President, Pensacola Council of the Navy League, 2002/2003
- Board of Governors, Fiesta of Five Flags, September 1994 to present.
- Member, Civilian/Military Council of Pensacola Area Chamber of Commerce, 1996 to present.
- Chairperson, Civilian/Military Command Sponsor Program, 1998 to present.
- Member, Pensacola Five Flags Rotary, 1992 to present.
- Board of Directors, Pensacola Five Flags Rotary, April 1993 to June 1998.
- President, Pensacola Five Flags Rotary, 1998/1999
- Board of Directors, Pensacola Chamber of Commerce, 1998-1999.
- Vice Chair, Tourism, Pensacola Chamber of Commerce, 2002/2003
- Member of St. Michael Cemetery Fund raising Committee, October 2002-present.
- Co-Chair- Red & White Ball, American Red Cross, Pensacola, FL. February 2002.
- Member, Advisory Committee for Hospitality Management, Pensacola Junior College, September 1996-2001.
- Member, EscaRosa Regional School-to-Work Partnership/Tech Prep Consortium at Pensacola Junior College, September 1996-2001.
- Member, Advisory Committee, State of Florida Business & Professional Regulation, January 1998-2001.
- Chairman, Underage Drinking Task Force, Civilian/Military Council, 1996-1998.
- Past Chairman of Construction Committee for Habitat for Humanity Home.
- Pensacola Five Flags Rotary, 1995 to 1996.
- Board of Directors, Pensacola Cultural Center/ Pensacola Little Theater, January 1995 to 1998.
- Delegate, White House Conference on Tourism & Travel, October 1995.

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-Eastern Connecticut Chamber of Commerce, 1988-1990.
Secretary, Board of Directors.
-Norwich Rotary, Norwich, CT, 1988-1990
Woodlands Inn & Resort, Wilkes Barre, PA, 1986-1987
Banquet Operations Coordinator.
Directed all aspects of Social events for up to 500 people.
(Functioned as liaison with guests, kitchen and serving staff).

AWARDS: Pensacola Five Flags Rotary, Paul Harris Fellow, 1995
Consultant of the Year National Award, Coty Cosmetics, 1984
Blue Chip Award, Exceeded \$1 million in Sales, Coty Cosmetics, 1986
Blue Chip Award, Outstanding Achievement, Coty Cosmetics, 1987
Salesmanship Award, Coty Cosmetics, Coty Cosmetics, 1987
Creative Design Award, November 1988, Better Homes & Gardens.

EDUCATION: MITCHELL COLLEGE [New London, CT]
1975-A.S. in Business Administration
Coursework focused on Marketing, Financial, Human Resources,
Management.
Distinction: Graduated Cum Laude.

SPECIALTY TRAINING:
Completed numerous programs in Sales Psychology, Staff Training,
Public Speaking and Product areas through PFIZER.

ASSETS: -Proven track record in both Marketing & Management. Experienced in
Events Planning, Public Relations.
-Enjoy an unprecedented rapport with people.
-Consistently meet or exceed objectives. Well organized.
- High energy level. Thrive on personal & professional challenge.

~THAISA FAITH BIVINS~

3911 ELMCREST DRIVE, PENSACOLA, FL 32504
850-384-1173

Objective

To secure a challenging and rewarding position within an organization in which my organizational skills, high degree of motivation and dedication will be an invaluable asset and in turn will help to achieve company goals and foster professional growth.

Work Experience

Assistant General Manager

September 2006-Present, Hampton Inn Pensacola Beach, FL

- Responsible for overall hotel operations in the absence of the General Manager.
- Supervise Front Office and Housekeeping Department heads in relation to staffing, budgeting and quality of service provided to guest.
- Responsible for monthly and annual budget tracking.
- Responsible for processing all new hires.
- Process bi-weekly payroll.
- Perform daily revenue management.
- Handle accounts receivable and payables
- Work closely with Corporate Brand Representative to maintain all performance standards.
- Work closely with General Manager in the preparation of all corporate documentation.
- Complete all required training classes required by Hilton Hotels Corporation then implement to required team members.

Assistant General Manager

June 1995-February 2005, Crowne Plaza Pensacola Grand Hotel, Pensacola, FL

- Responsible for overall operations in the absence of the General Manager
- Supervised Front Office, Guest Services and Housekeeping Department heads in relation to staffing, budgeting and quality of service from staff.
- Performed weekly room and hotel inspections
- Handled all guest inquiry and illness reports coordinating with security to minimize hotel liability
- Responded to all inquiries in a timely manner
- ~~Responsible for annual rooms division budget.~~
- ~~Worked closely with Corporate Brand Rep to maintain all quality assurance standards~~
- ~~Worked closely with the General Manager in the preparation of all corporate documentation.~~
- Ensure proper training of all Guest Services and Front Office associates.

Rooms Division Manager

January 1993-June 1995, Pensacola Grand Hotel, Pensacola, FL

- Supervision, training and scheduling of all Front Office and Guest Service associates
- Supervision of various department heads in relation to staffing and budgeting
- Weekly room and hotel inspections
- Respond and resolve all guest complaints and comments in a timely manner
- Hand all guest injury and illness reports coordinating with security to minimize hotel liability
- Responsible for annual Rooms Division budget
- Responsible for overall hotel operation in absence of the General Manager

~THAISA FAITH BIVINS~

3911 ELMCREST DRIVE, PENSACOLA, FL 32504
850-384-1173

Objective

To secure a challenging and rewarding position within an organization in which my organizational skills, high degree of motivation and dedication will be an invaluable asset and in turn will help to achieve company goals and foster professional growth.

Work Experience

Assistant General Manager

September 2006-Present, Hampton Inn Pensacola Beach, FL

- Responsible for overall hotel operations in the absence of the General Manager.
- Supervise Front Office and Housekeeping Department heads in relation to staffing, budgeting and quality of service provided to guest.
- Responsible for monthly and annual budget tracking.
- Responsible for processing all new hires.
- Process bi-weekly payroll.
- Perform daily revenue management.
- Handle accounts receivable and payables
- Work closely with Corporate Brand Representative to maintain all performance standards.
- Work closely with General Manager in the preparation of all corporate documentation.
- Complete all required training classes required by Hilton Hotels Corporation then implement to required team members.

Assistant General Manager

June 1995-February 2005, Crowne Plaza Pensacola Grand Hotel, Pensacola, FL

- Responsible for overall operations in the absence of the General Manager
- Supervised Front Office, Guest Services and Housekeeping Department heads in relation to staffing, budgeting and quality of service from staff.
- Performed weekly room and hotel inspections
- Handled all guest inquiry and illness reports coordinating with security to minimize hotel liability
- Responded to all inquiries in a timely manner
- Responsible for annual rooms division budget.
- Worked closely with Corporate Brand Rep to maintain all quality assurance standards
- Worked closely with the General Manager in the preparation of all corporate documentation.
- Ensure proper training of all Guest Services and Front Office associates.

Rooms Division Manager

January 1993-June 1995, Pensacola Grand Hotel, Pensacola, FL

- Supervision, training and scheduling of all Front Office and Guest Service associates
- Supervision of various department heads in relation to staffing and budgeting
- Weekly room and hotel inspections
- Respond and resolve all guest complaints and comments in a timely manner
- Hand all guest injury and illness reports coordinating with security to minimize hotel liability
- Responsible for annual Rooms Division budget
- Responsible for overall hotel operation in absence of the General Manager

~THAISA F. BIVINS~

- Work closely with group contacts to ensure proper room assignments
- Work directly with Tour Managers for entertainment groups to insure proper security and room assignments
- Prepare all group master bills for payment
- Responsible for payment of travel agent commissions.

Rooms Division Manager

March 1987-January 1993, Pensacola Hilton, Pensacola, Fl

- Supervision, training and scheduling of all Front Office associates.
- Supervision of various department heads in relation to staffing and budgeting
- Weekly room and hotel inspections
- Respond to and resolve all guest complaints and comments in a timely manner
- Handled all guest injury and illness reports coordinating with security to minimize hotel liability
- Responsible for annual rooms division budget
- Responsible for overall hotel operation in the absence of the General Manager
- Work closely with Group contacts to ensure proper room assignments.
- Work directly with Tour Managers for entertainment groups to insure proper security and room assignments.
- Prepare all group master bills for payment

Acting Personnel Director

January 1991-October 1991, Pensacola Hilton, Pensacola, Fl

- Performed pre-employment screening
- Performed wage and salary administration
- Adhered to all personnel policies and procedures
- Complied with all workers compensation laws
- Responsible for new employee orientation
- Ensured benefit administration for 150+employees
- COBRA Compliance, unemployment claims
- Informed employees of safety procedures and guidelines as well as incentive programs offered
- This position was held for 10-months while still performing my duties as a Rooms Division Manager

EDUCATION

Southern University, New Orleans, La-Bachelor of Arts-Psychology Major with a dual minor in Sociology and Mathematics.

PROFESSIONAL DEVELOPMENT

Certified-Hilton-Priority-Guest-Satisfaction-Trainer. Certified-"Train-the-Trainer"-Six-Continent-Hotel Development Program. Certified OnQ Property Management System. Certified OnQ RMI Express. Certified OnQ Rate and Inventory Maintenance.

EXPERIENCE AND SKILLS

- Member of conversion management team an independent hotel to the Crowne Plaza Pensacola Grant
- Extensive experience in associate supervision, scheduling and evaluation
- Knowledge of: IBM Compatible personal computer, 10-key adding machine, various cash registers, Yaletronics Electronic Key Programmer, various PBX switchboards, Microsoft Office.

REFERENCES

Available upon request



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 10.

County Administrator's Report

Date: 11/18/2010
Issue: Convey a Conservation Easement at Wellington East
From: Joy D. Blackmon, PE, Bureau Chief
Organization: Public Works-Infrastructure Branch
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Conveyance of a Conservation Easement at Wellington East - an Unplatted Subdivision – Development Review #090200003 - Joy Blackmon, P.E. Public Works Bureau Chief

That the Board accept, and authorize the Chairman or Vice-Chairman to execute, a Conservation Easement document, pursuant to the Escambia County Land Development Code, as set forth in Section 7.13.03.F, Protection Standards. The 2.37 acre Conservation Easement is a part of a mitigation plan restricting development of a portion of a 10.36 acre, four-lot, single-family, residential, unplatted subdivision along Pine Top Lane and Well Line Road.

BACKGROUND:

The 2.37 acre Conservation Easement is a part of a mitigation plan restricting development of a portion of a 10.36 acre, four lot single family residential unplatted subdivision along Pine Top Lane and Well Line Road. The Unrecorded Subdivision Development was approved on October 13, 2010. Said development is located in the Cottage Hill Community on Well Line Road and lying west of North U.S. Highway 29. Wellington East is owned and developed by Billy Ray Campbell and Cleveland R. Campbell, Sr. The Escambia Land Development Code 7.13.03.F (Protection Standards) requires that appropriate deed restrictions and /or conservation easement shall be placed on said lands and recorded in the public records of Escambia County. Staff has reviewed the document and approval is recommended.

BUDGETARY IMPACT:

There will be indirect staff costs associated with the review of the unrecorded plat and Conservation Easement, inspections and preparation of this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. Conservation Easement was reviewed and approved by Stephen West on October 6, 2010.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Conservation Easement Description was reviewed by staff for boundary closure prior to County Attorney's approval.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the Escambia County Land Development Code (Ordinance #2002-9)

IMPLEMENTATION/COORDINATION:

Once the Conservation Easement Deed has been approved by the Board and signed by the Chairman and attested by the Deputy Clerk, it will be transmitted to the Clerk of Court's Office for recording in the public records of Escambia County, Florida.

Staff has been in contact with the developer's engineer/surveyor, and County Attorney's office.

Attachments

Backup_Wellington_East

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CONSERVATION EASEMENT FOR
WELLINGTON EAST UNPLATTED

Date: OCT. 4, 2010

Date due for placement on agenda: 11 / 18 / 10

Requested by RICK G.

Phone Number: 595-3458

(LEGAL DEPARTMENT USE ONLY)

Legal Review by *[Signature]*

Date Received: OCT. 5, 2010

☒ Approved as to form and legal sufficiency.

☐ Not approved.

☐ Make subject to legal signoff.

Additional comments:

I have not reviewed the legal description or title to the subject property.

COUNTY ATTORNEYS
OFFICE
10 OCT 4 PM 5 00
RECEIVED

Prepared by:

W. R. Ward
9909 N. Cove Ave.

Pensacola, FL 32534
(name and address)

**CONSERVATION EASEMENT
(Multiple Owners)**

THIS GRANT OF A CONSERVATION EASEMENT made this ____ day of _____, 2000, by and between C. R. Campbell, Sr., and Billy Ray Campbell whose mailing address is 2222 N. Hwy. 95A, Cantonment, FL 32433 (Grantor," which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from the Grantor of a Conservation Easement pursuant to Section 704.06, Florida Statutes; and

WHEREAS Grantor has agreed to grant a Conservation Easement to Grantee in and over Grantor's property under the terms and conditions set forth in this document; and

WHEREAS the intent of the Conservation Easement is to ensure that the property will be retained and maintained in perpetuity predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee's successors and assigns, a perpetual Conservation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This easement is granted with the following express conditions:

1. All wetlands on the Property shall be maintained in perpetuity in their present enhanced or created condition and consistent with Section 704.06 of the Florida Statutes.

2. Grantee or its authorized representative is entitled to enter the Property in a reasonable manner and at reasonable times to ensure compliance with the conditions of the Conservation Easement.

3. The following activities are prohibited on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

b) Dumping or placing of soil or other substance or material as landfill, or dumping

or placing of trash, waste, or unsightly or offensive materials.

c) Removal or destruction of trees, shrubs, or other vegetation, with the exception of nuisance and exotic plant species as may be required by Grantee.

d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.

e) Surface use except for purposes that permit wetlands or water areas to remain predominantly in their natural condition.

f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

g) Acts or uses detrimental to such retention of land or water areas.

h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

4. The Grantor agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement.

5. The Conservation Easement runs with the land and is binding on the Grantor and their successors and assigns, and all subsequent owners of the Property.

6. The Conservation Easement may be enforced by injunction or proceeding in equity or at law. Grantor agrees that venue for any enforcement action lies exclusively in the circuit court of the First Judicial Circuit in Escambia County, Florida. In any enforcement action in which the Grantee prevails, Grantee is entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions existing at the time of execution of this Conservation Easement. These remedies are in addition to any other remedy, fine or penalty that may be available at law or equity.

7. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent failure of the Grantor to comply.

SIGNED IN THE PRESENCE OF:

Witness Jean Wolfe
Print Name Jean Wolfe

GRANTORS:

Witness Pam Kleinatland
Print Name Pam Kleinatland

By: C.R. Campbell, Sr.
(signature)

C.R. Campbell, Sr.
(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

2010 The foregoing instrument was acknowledged before me this 28 day of September,
2000, by C.R. Campbell Sr.. He/She (☒) is personally known to me, (☐)
produced current _____ as identification.



(Notary Seal)

Traci L. Redwine
Signature of Notary Public

Traci L. Redwine
Printed Name of Notary Public

Witness Jean Wolfe
Print Name Jean Wolfe

Witness Pamela Kleinatland
Print Name Pamela Kleinatland

By: Billy Ray Campbell
(signature)

Billy Ray Campbell
(printed name)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

2010 The foregoing instrument was acknowledged before me this 28 day of September,
2000, by Billy Ray Campbell. He/She (☒) is personally known to me, (☐)
produced current _____ as identification.



(Notary Seal)

Traci L. Redwine
Signature of Notary Public

Traci L. Redwine
Printed Name of Notary Public

ACCEPTANCE

This Conservation Easement accepted by Escambia County, Florida on the _____ day of _____, 200____, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____ day of _____, 200____,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Court

Deputy Clerk

This document approved as to form
and legal sufficiency

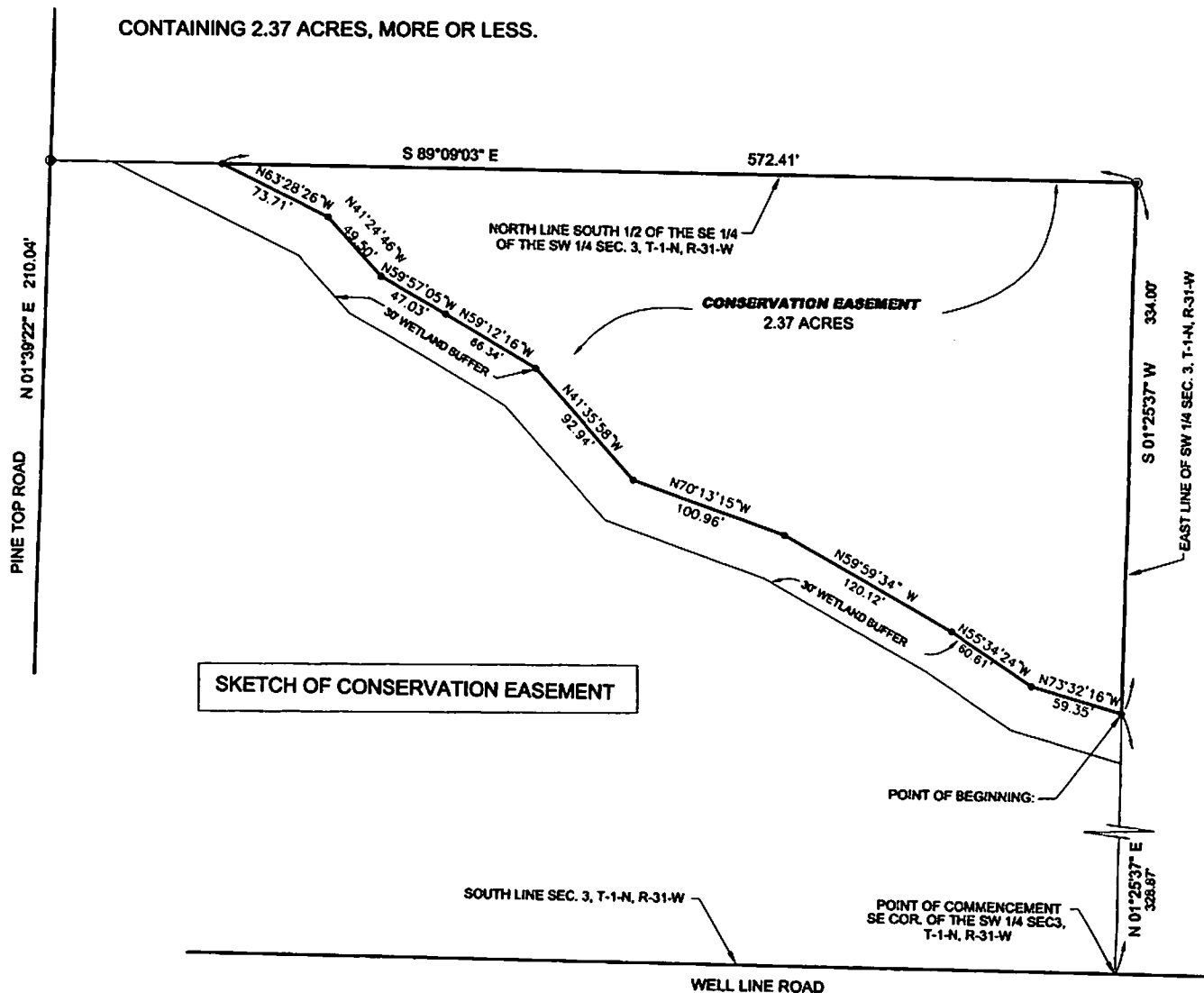
By *[Signature]*
Title Asst. County Attorney
Date Oct 6, 2010

**ATTACHMENT TO CONSERVATION EASEMENT FROM C.R. CAMPBELL, SR.
AND BILLY RAY CAMPBELL TO ESCAMBIA COUNTY**

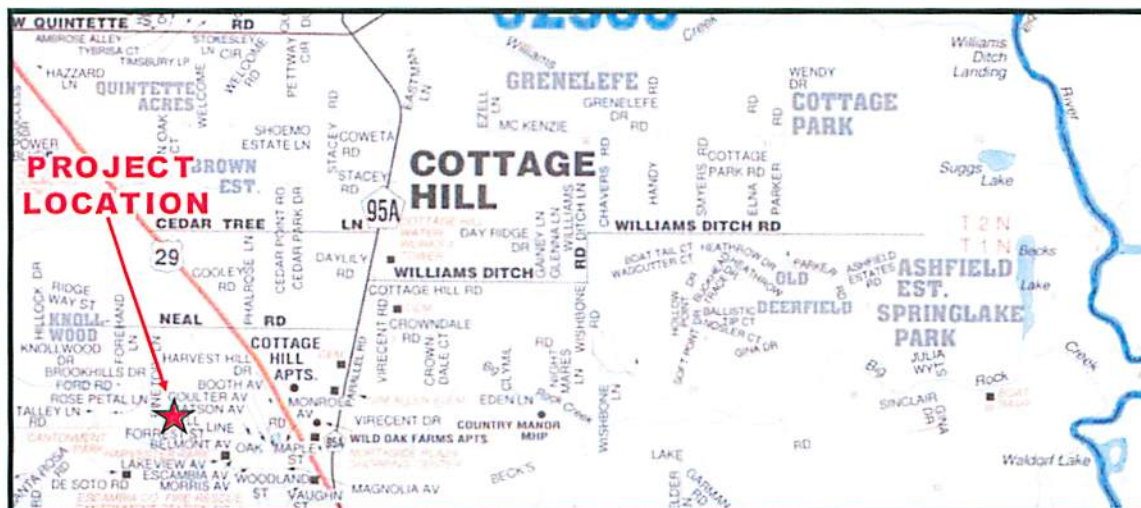
DESCRIPTION: (WETLANDS CONSERVATION EASEMENT)

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 31 WEST, THENCE GO NORTH 01°25'37" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 3 FOR 328.87' FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE GO NORTH 73°32'16" WEST FOR 59.35 FEET; THENCE GO NORTH 55°34'24" WEST FOR 60.61 FEET; THENCE GO NORTH 59°59'34" WEST FOR 120.12 FEET; THENCE GO NORTH 70°13'15" WEST FOR 100.96 FEET; THENCE GO NORTH 41°35'58" WEST FOR 92.94 FEET; THENCE GO NORTH 59°12'16" WEST FOR 86.34 FEET; THENCE GO NORTH 59°57'05" WEST FOR 47.03 FEET; THENCE GO NORTH 41°24'46" WEST FOR 49.50 FEET; THENCE GO NORTH 63°28'26" WEST FOR 73.71 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3; THENCE SOUTH 89°09'03" EAST ALONG SAID NORTH LINE FOR 572.41 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 3; THENCE GO SOUTH 01°25'37" WEST ALONG SAID EAST LINE FOR 334.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.37 ACRES, MORE OR LESS.



An aerial photograph of a wooded area with two distinct property boundaries. A red line outlines a 2.37-acre conservation easement in the upper right portion of the image. A purple line outlines a 4-lot single-family residential unplatted subdivision in the lower left portion. The text '2.37 Acres Conservation Easement' is written in red with a white outline. The text '4 Lot Single Family Residential Unplatted Subdivision Wellington East' is written in purple with a white outline. The road 'PINE TOP LN' is labeled vertically on the left side, and 'WELL LINE RD' is labeled horizontally at the bottom. The terrain is covered in dense trees and vegetation.



<i>John</i> 10/10/08	REVISIONS		DRAWN BY	RW/WK
		APPROVED - COUNTY REVIEW COMMENTS	DATE	02/03/09
		APPROVED - COUNTY MEMBER COMMENTS	SCALE	1" = 50'
			FLD BK	B/A
			JOB NO	06081A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Technical/Public Service Consent Item #: 11.

County Administrator's Report

Date: 11/18/2010
Issue: Economic Devl Incentives for the Overhead Door Corp
From: Larry M. Newsom, Interim Assistant CA
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Economic Development Incentives for the Overhead Door Corporation
- Larry M. Newsom, Interim Assistant County Administrator

That the Board take the following action concerning Economic Development Incentives for the Overhead Door Corporation:

A. Adopt a Resolution approving Overhead Door Corporation as a qualified applicant for the Florida Qualified Target Industry Tax Refund Program (QTI) and providing a 20% local participation in the tax refund, through a local Economic Development Ad Valorem Tax Exemption (EDATE).

B. Authorize the Chairman to execute the Resolution.

BACKGROUND:

Overhead Door Corporation is an economic development prospect evaluating Escambia County as a potential location for a major expansion of an existing production facility. The Escambia County project, if approved by the company, will provide an additional 40 high paying jobs in the manufacturing industry. The average wage will be \$18.90 per hour which is over 115% of the average annual private sector wage in the Pensacola MSA (Escambia and Santa Rosa Counties). Under provisions of Florida's Qualified Target Industry Tax Refund Program, Overhead Door qualifies for a refund of up to \$3,000 per new job. This refund is at a rate not to exceed 25% per year. Florida statutes require local government endorse the QTI project and agree to "participate" in 20% of the refund. This participation may be in the form of an EDATE.

This expansion will increase the company's local production by more than 10%.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Resolution reviewed by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Ordinance will be prepared after receipt of an approved application for the EDATE.

Attachments

Resolution - Overhead Door Corp.

RESOLUTION NUMBER R2010-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING ITS SUPPORT OF OVERHEAD DOOR CORPORATION AND RECOMMENDING OVERHEAD DOOR CORPORATION BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO §288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF AN EDATE FOR THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this prospective business expansion will provide 40 additional full time jobs with an average wage of \$18.90 per hour or annual salary of \$39,312.00 per year, which represents 115% of the Pensacola MSA (Escambia and Santa Rosa Counties) average annual private sector wage as reported by the Florida Agency for Workforce Innovation (AWI) effective January 1, 2010; and

WHEREAS, this prospective business expansion will increase the company's local production by more than 10%; and

WHEREAS, the Escambia County Board of County Commissioners hereby acknowledges that local financial support of 20% of the total tax refund is required under the provisions of §288.106, Florida Statutes, governing the State's Qualified Target Industry Tax Refund Program; and

WHEREAS, the Board of County Commissioners recommends Overhead Door Corporation be approved as a Qualified Target Industry Business pursuant to §288.106, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

Section 1. That the above recitals are true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners recommends Overhead Door Corporation be approved as a Qualified Target Industry Business pursuant to §288.106, Florida Statutes.

Section 3. That local financial support in the amount of \$24,000.00, which equals 20% of the total tax refund granted to the Qualified Target Industry Business for the Qualified Target Industry Tax Refund Program, will be provided through an EDATE.

Section 4. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

ADOPTED this ____ day of _____, 2010.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Technical/Public Service Consent Item #: 12.

County Administrator's Report

Date: 11/18/2010
Issue: 2011 BCC/Committee of the Whole Meeting Schedule
From: Charles R. (Randy) Oliver, CPA PE
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning 2011 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule - Charles R. "Randy" Oliver, County Administrator

That the Board approve the 2011 Board of County Commissioners' Meeting/Committee of the Whole Meeting Schedule as submitted.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2011 BCC/COW Meeting Schedule

**2011
MEETING CALENDAR
BOARD OF COUNTY COMMISSIONERS / COMMITTEE OF THE WHOLE
WORKSHOPS**

MEETING	DATE	TIME	CAR DEADLINE 9:00 A.M.	C/W DEADLINE 9:00 A.M.
BCC	JAN. 06, 2011	5:30 P.M.	DEC. 18, 2010	
C/W	JAN. 13, 2011	9:00 A.M.		JAN. 07, 2011
BCC	JAN. 20, 2011	5:30 P.M.	JAN. 10, 2011	
BCC	FEB. 03, 2011	5:30 P.M.	JAN. 24, 2011	
C/W	FEB. 10, 2011	9:00 A.M.		FEB. 04, 2011
BCC	FEB. 17, 2011	5:30 P.M.	FEB. 07, 2011	
BCC	MAR. 03, 2011	5:30 P.M.	FEB. 18, 2011	
C/W	MAR. 10, 2011	9:00 A.M.		MAR. 04, 2011
BCC	MAR. 17, 2011	5:30 P.M.	MAR. 07, 2011	
BCC	APR. 07, 2011	5:30 P.M.	MAR. 28, 2011	
C/W	APR. 14, 2011	RESCHEDULED	DUE TO FAC	ACC CLASS
C/W	APR. 12, 2011	9:00 A.M.		APR. 06, 2011
BCC	APR. 21, 2011	5:30 P.M.	APR. 11, 2011	
BCC	MAY 05, 2011	5:30 P.M.	APR. 25, 2011	
C/W	MAY 12, 2011	9:00 A.M.		MAY 6, 2011
BCC	MAY 19, 2011	5:30 P.M.	MAY 9, 2011	
BCC	JUN. 02, 2011	5:30 P.M.	MAY 23, 2011	
C/W	JUN. 09, 2011	9:00 A.M.		JUN. 03, 2011
BCC	JUN. 16, 2011	5:30 P.M.	JUN. 06, 2011	
BCC	JUL. 07, 2011	5:30 P.M.	JUN. 27, 2011	
C/W	JUL. 14, 2011	9:00 A.M.		JUL. 01, 2011
BCC	JUL. 21, 2011	5:30 P.M.	JUL. 11, 2011	
BCC	AUG. 04, 2011	5:30 P.M.	JUL. 25, 2011	
C/W	AUG. 11, 2011	9:00 A.M.		AUG. 5, 2011
BCC	AUG. 18, 2011	5:30 P.M.	AUG. 08, 2011	
BCC	SEPT. 01, 2011	5:30 P.M.	AUG. 22, 2011	
C/W	SEPT. 08, 2011	9:00 A.M.		SEPT. 02, 2011
BCC	SEPT. 15, 2011	5:30 P.M.	SEPT. 02, 2011	
BCC	OCT. 06, 2011	5:30 P.M.	SEPT. 26, 2011	
C/W	OCT. 13, 2011	9:00 A.M.		OCT. 07, 2011
BCC	OCT. 20, 2011	5:30 P.M.	OCT. 10, 2011	
BCC	NOV. 03, 2011	5:30 P.M.	OCT. 24, 2011	
C/W	NOV. 10, 2011	9:00 A.M.		NOV. 04, 2011
BCC	NOV. 17, 2011	5:30 P.M.	NOV. 07, 2011	
BCC	DEC. 01, 2011	RESCHEDULED	DUE TO	HOLIDAY
C/W	DEC. 08, 2011	RESCHEDULED	DUE TO	HOLIDAY
BCC	DEC. 08, 2011	5:30 P.M.	NOV. 28, 2011	
C/W	DEC. 15, 2011	9:00 A.M.		DEC. 09, 2011
BCC	JAN. 05, 2012	5:30 P.M.	DEC. 16, 2011	

NOTE: 9:00 A.M. – AGENDA REVIEW WORK SESSIONS HELD ON REGULAR BCC MEETING DATES
4:30 P.M. – PUBLIC FORUM HELD BEFORE ALL REGULAR BCC MEETINGS
ALL BCC AND C/W MEETINGS WILL BE HELD IN BOARD CHAMBERS, ROOM 100,
221 PALAFOX PLACE.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 1.

County Administrator's Report

Date: 11/18/2010
Issue: 2010-2011 Escambia Consortium HOME Program Interlocal Agreements
From: Sandra Prince Jennings, PE
Organization: Comm & Env Neigh Redevelopment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning 2010-2011 Escambia Consortium HOME Program Interlocal Agreements with the City of Pensacola and Santa Rosa County - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board take the following action concerning implementation of the 2010 HOME Investment Partnerships ACT (HOME) Program Grant (#M-10-DC-12-0225):

- A. Approve the HOME Program Interlocal Agreement with the City of Pensacola providing for the utilization of \$401,169 in 2010 HOME funds to support approved Substantial Housing Rehabilitation/Reconstruction Assistance and related project management activities within the City of Pensacola, with an effective date of November 1, 2010;
- B. Approve the HOME Program Interlocal Agreement with Santa Rosa County providing, for the utilization of \$294,083 in 2010 HOME funds, to support approved homebuyer assistance, and related project management activities within Santa Rosa County, with an effective date of November 1, 2010; and
- C. Authorize the Chairman or Vice Chairman to execute the Interlocal Agreements and all documents required to implement HOME project activities.

[Funding: Fund 147/2010 HOME Grant, Cost Center 220432]

BACKGROUND:

The Board approved submission of the Escambia Consortium 2010 Consolidated Plan (Plan) for Housing and Community Development on July 8, 2010, including CDBG, HOME and ESG grant activities to be undertaken by the Consortium members (Escambia County, City of Pensacola and Santa Rosa County), and authorized the Chairman to execute documents necessary to receive and implement the 2010 CDBG, HOME and ESG Programs (copy of resume attached as **Exhibit I**).

The Plan, as approved by all three participating jurisdictions and advertised for public information, incorporated the planned utilization of 2010 HOME funds (see **Exhibit I** for list). With approval of the Plan by the U.S. Department of Housing and Urban Development (HUD), the funds will be available for use around November 1, 2010. In order to prepare for implementation of the 2010 HOME Program activities, Agreements must be entered with the City of Pensacola (**Exhibit II**) and Santa Rosa County (**Exhibit III**) to provide for the utilization of the 2010 HOME allocations. The Board and City of Pensacola entered an Interlocal Consortium for purposes of receipt of the HOME funds in 1993 and Santa Rosa County joined the Consortium in 1994.

The HOME Program was initiated in 1991 as a key element of the National Affordable Housing Act. The Program is designed to assist with production and preservation of affordable rental and owner occupied

housing opportunities.

BUDGETARY IMPACT:

The total 2010 HOME Consortium funding is comprised of the \$1,783,779 HOME allocation and minimum required local affordable housing contributions (match) of \$401,350 (provided through Escambia/Pensacola and Santa Rosa SHIP Program resources) as approved by the Board on July 8, 2010. The HOME funds are to be utilized as follows:

JURISDICTION	ACTIVITY	FUNDS
ESCAMBIA	Substantial Rehabilitation/ Reconstruction (Homeowner)	\$627,484*
CITY OF PENSACOLA	Substantial Rehabilitation/ Reconstruction (Homeowner)	\$358,445*
SANTA ROSA COUNTY	Down Payment/Closing Cost Assistance (Homebuyer)	\$262,717*
CHDO SET ASIDE	Development of Affordable Rental Units	\$267,567*
CHDO OPERATING ASSISTANCE	Support for Local Non Profit Housing Development Agencies	\$89,189
ALL JURISDICTIONS	Administration (maximum of 10%)	\$178,377
	TOTAL:	\$1,783,779*

*Figures do not include SHIP local matching funds.

The 2010 HOME funds are currently included in the County's Fiscal Year 2010 budget in Fund 147. Local matching funds for Escambia/Pensacola are currently included in the County's Fiscal Year 2010 budget in Fund 120-Escambia/Pensacola SHIP Program. Santa Rosa County provides the local match for its share of HOME funds through the Santa Rosa County SHIP Program. No County General Fund dollars are required for the HOME Program.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreements were reviewed and approved by Kristin Hual, Assistant County Attorney. The Agreements have also been reviewed by the City Attorney's Office and the Santa Rosa County Attorney's Office.

PERSONNEL:

All project level activities will be managed by Neighborhood Enterprise Foundation, Inc., City of Pensacola Housing Department staff, and Santa Rosa County with the support of the Finance Division and the City of Pensacola's Finance Office for respective financial matters. Such services are provided for in the HOME Grant administrative costs per contract. No additional County personnel or personnel reclassifications are associated with the Program or its implementation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal Interlocal Agreements are required for participating jurisdictions and such Agreements must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The City of Pensacola and Santa Rosa County were involved in the preparation of the Consolidated Plan and HOME activities contained therein and are aware of the award of the HOME Grant and impending Board acceptance thereof.

Attachments

2010-11 HOME interlocals

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-39. Approval of Various Consent Agenda Items – Continued

23. Taking the following action concerning approval of the 2010 Escambia Consortium Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG – Cost Centers to be assigned):
 - A. Approving the 2010 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2010 Annual Plan detailing use of 2010 Community Development Block Grant (CDBG) funds, in the amount of \$2,260,914; 2010 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,783,779; and 2010 Emergency Shelter Grant (ESG) Program funds, in the amount of \$92,305; and
 - B. Authorizing the Interim County Administrator to execute the 2010 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U.S. Department of Housing and Urban Development (HUD), and authorizing the Interim County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2010 CDBG, 2010 HOME, and 2010 ESG Programs.
24. See Page 37.
25. Taking the following action regarding the State of Florida Department of Community Affairs Community Development Block (CDBG) Disaster Recovery (2008 Storms) Grant funding for Sanitary Sewer Improvements within the Barrancas Community Redevelopment Area (Lakewood Area) (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436; and Fund 124/Affordable Housing, Cost Center 220406):
 - A. Approving the Interlocal Agreement with Emerald Coast Utilities Authority, in the amount of \$3,200,000, providing for the construction of public sanitary sewer system improvements in the Barrancas Community Redevelopment Areas (specifically including major portions of the Lakewood Subdivision/neighborhood), utilizing CDBG Disaster Recovery funds; and
 - B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.

PUBLIC NOTICE
ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2010/2011 Annual Housing and Community Development Plan for the period October 1, 2010 - September 30, 2011. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2010/2011 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Shelter Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the local median income; new construction, homebuyer assistance, and acquisition/ rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2010 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola
Housing Department
420 West Chase Street
Pensacola, Florida
(Closed on Fridays)

County Administrator's Office
Escambia County Courthouse
Fourth Floor
221 Palafox Place
Pensacola, Florida

Neighborhood Enterprise
Foundation, Inc. (NEFI)
3420 Barrancas Avenue
Pensacola, Florida

County Administrator's Office
Santa Rosa County Administrative Complex
6495 South Caroline Street
Milton, Florida

Pensacola Regional Library
Reference Desk/Second Floor
200 West Gregory Street
Pensacola, Florida

ESCAMBIA CONSORTIUM, FLORIDA
ANNUAL ACTION PLAN SUMMARY
(October 1, 2010 - September 30, 2011)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2010 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Shelter Grant (ESG) funding in the total amount of \$ 5,200,058, which is detailed as follows:

ESCAMBIA COUNTY
2010/2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

FUNDING:

HOUSING REHABILITATION:

Housing Rehabilitation Program (General)

\$519,000*

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 11 substandard homeowner occupied units and support program operating costs. Funds may also be used to provide energy improvements, weatherization and storm protection/mitigation improvements, such as insulation, hurricane shutters/film; rated windows, lead based paint assessment and abatement, and other applicable improvements. (Unincorporated Escambia County)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$15,000). (Unincorporated Escambia County)

TEMPORARY RELOCATION:

\$35,000

Funds to provide temporary relocation for families whose dwelling units are being rehabilitated via the County's Housing Rehabilitation Program. (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$383,680

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program.

Escambia County Community Redevelopment Agency

\$50,000

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

\$18,500

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

ESCAMBIA BROWNFIELDS REDEVELOPMENT:

Brownfields Community Redevelopment Project

\$240,000

Funds allocated for this activity will be used in conjunction with currently allocated prior year CDBG funds to identify and assess actual or perceived environmental contamination issues, and partially support remediation/redevelopment costs associated with vacant or abandoned commercial properties that have been designated as Brownfield sites and are located within the County's Community Redevelopment Areas (including the Palafox Corridor, Warrington, Brownsville, Barrancas, and Englewood), the City of Pensacola's Community Redevelopment Areas, and/or the County or City's designated Enterprise Zones. Funds may be used to pay for site evaluations/assessments (including but not limited to: title searches, property surveys, access/utilization agreements, quality assurance project reviews, Phase I & II environmental assessments and Brownfield site assessments), site remediation/clean-up costs, and/or public infrastructure related development expenses. Activities will be closely coordinated with the County's ongoing EPA and any other Brownfields Redevelopment Program and the State of Florida's Programs. (Limited to areas of slum and blight or Enterprise Zones as designated by Escambia County or the State of Florida in accordance with Florida law).

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

\$50,000

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 2,500 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

CRA/Neighborhood Restoration Program

\$150,000

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhood-based initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas, as well as County's Enterprise Zone.

Foreclosure Prevention Education and Counseling

\$33,981

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

\$30,000

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas and Palafox Corridor Community Redevelopment Areas.

PUBLIC FACILITIES AND IMPROVEMENTS:

Fire Hydrants/Water Main Upgrade

\$175,000

Provides for installation of fire hydrants and adequately sized water supply mains in CDBG Target Area lower income neighborhoods in unincorporated Escambia County (as prioritized locally in conjunction with the utility provider). Should funds remain after completion of these improvements, additional related improvements will be made in other local CDBG eligible areas.

County Facility Handicapped Accessibility Improvement Project

\$125,000

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

Community Redevelopment Facade Improvement Program

\$70,000

Funds will support matching grants of up to \$25,000 per commercial business for exterior/facade, streetscape and related improvements along the commercial corridors located in the designated Community Redevelopment Areas (including Warrington, Barrancas, Brownsville, Englewood and the Palafox Corridor), and the County's Enterprise Zone, the boundaries of which are legally defined in the governing CRA and Enterprise Zone designation ordinances and resolutions.

CRA Neighborhood Improvement Project Enhancements

\$375,753

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Warrington, Brownsville, Englewood, Palafox Corridor and Barrancas. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Redevelopment Area Neighborhood Renewal Incentive**\$5,000**

Matching support will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification and enhancement activities carried out in locally designated areas of slum and blight, specifically the Warrington, Brownsville, Englewood, Barrancas, and Palafox Corridor Community Redevelopment Areas.

TOTAL 2010 ESCAMBIA COUNTY CDBG FUNDS AVAILABLE**\$ 2,260,914****=====****CITY OF PENSACOLA****2010-2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED BUDGETS AND ACTIVITIES DESCRIPTION****FUNDING****HOUSING REHABILITATION:****Housing Rehabilitation Loan/Grant Programs****\$593,250***

Funds to rehabilitate substandard owner-occupied houses for low and moderate income persons; to physically modify residential structures to accommodate the needs of low and moderate income persons with disabilities (Residential Handicap Accessibility Program); and to provide for the administration of the Housing Rehabilitation Programs, including the Residential Handicap Accessibility Program, the Housing Repair Assistance Program, and other related housing rehabilitation activities. The City anticipates the proposed funding will rehabilitate approximately 10-12 owner occupied housing units. Due to limited funding, housing rehabilitation is limited to first time applicants. Preference will be given to Neighborhood Stabilization Program (NSP) areas. Should it be necessary to prioritize projects due to funding limitations, priority for these housing rehabilitation programs will be given to eligible elderly and disabled applicants residing within the city limits. (City wide)

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within the corporate limits of the City of Pensacola (estimated program income is \$150,000). (City-wide)

Temporary Relocation**\$65,000**

Funds will provide temporary relocation for families whose dwelling units are being rehabilitated via the City's Housing Rehabilitation Programs, which includes the HOME Reconstruction Program. This is a requirement under the Uniform Act. (City-wide)

PUBLIC SERVICES:**Council on Aging of West Florida, Inc. (COA)****\$81,000**

Funds will provide Congregate Meals and Meals on Wheels to low and moderate income elderly, disabled, and/or handicapped residents residing within the City limits which otherwise would not be available to these residents. The goal of the Meals on Wheels program is to deliver approximately 11,500 meals to approximately 55 unduplicated individuals per year. Approximately 40 individuals will benefit from this service each month. The goal of the Congregate Meal Program is to provide approximately 9,500 meals to approximately 100 unduplicated individuals per year. Approximately 70 individuals will benefit from this service per week. These funds provide direct services. The City has funded the COA for over a decade. CDBG funds received from the City are instrumental in COA securing other critical federal and state funding for which they would be unable to apply. (City-wide)

Homebuyer and Foreclosure Prevention Education and Counseling**\$53,000**

Pre-purchase homeownership counseling, education, guidance and support for lower income (below 80% of median income) City residents with a goal of owning their own home (Homebuyer's Club); foreclosure

prevention guidance, education and assistance in an effort to assist Pensacola residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided under both programs to provide opportunities to review the individual's current situation and discuss options for assistance. (City Wide)

CODE ENFORCEMENT:

<u>CodeEnforcement</u>	<u>\$60,000</u>
Funds to provide code enforcement on structures located within the CDBG target area that are deteriorating or deteriorated to a point where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Code enforcement will be conducted on structures located within targeted low and moderate income areas within the CDBG Target Area with priority given to structures located within Neighborhood Stabilization Program (NSP) areas. (CDBG Target Area)	

FY2010-2011 PROGRAM PLANNING AND ADMINISTRATION:

<u>General Grant Administration/Management</u>	<u>\$210,800</u>
-------------------------------------------------------	-------------------------

Funds to administer the City's CDBG Program. includes personnel services and operating expenses.

TOTAL FY2010-2011 CDBG PROPOSED BUDGET		<u>\$1,063,050</u>
Projected FY2010-2011 CDBG Allocation	\$1,051,861	
Carryover from Completed Projects	<u>\$ 11,189</u>	
Total Funds Available		<u>\$1,063,050</u>

ESCAMBIA CONSORTIUM
2010-2011 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

<u>RECOMMENDED PROGRAM ACTIVITIES</u>	<u>FUNDING</u>
----------------------------------------------	-----------------------

ESCAMBIA COUNTY:

<u>SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION</u>	<u>\$627,484</u>
Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 9 to 10 severely substandard homeowner occupied housing units. (Escambia County)	

CITY OF PENSACOLA:

<u>SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION</u>	<u>\$358,445</u>
Provide assistance for low/moderate income families through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of severely substandard single family homeowner occupied housing units. It is estimated that this funding will reconstruct approximately 5 to 6 housing units. (City of Pensacola)	

SANTA ROSA COUNTY:

<u>HOMEBUYER ASSISTANCE</u>	<u>\$262,717</u>
Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 23-25 families. (Santa Rosa County)	

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)**\$267,567**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 8 affordable rental units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

CHDO OPERATING EXPENSES**\$ 89,189**

Optional allocation to provide operating support to enhance capacity of locally designated CHDO's that have a minimum of one year of documented experience in the development of affordable housing. Any residual funds from this category will be utilized for Escambia Substantial Housing Rehabilitation/Reconstruction.

ADMINISTRATION/MANAGEMENT (JOINT)**\$178,377**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2010 HOME Funds Available to the Consortium

\$ 1,783,779

Local Match (provided through SHIP Program Resources)

TOTAL 2010 HOME FUNDS AVAILABLE**\$ 1,783,779**

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2010-2011 EMERGENCY SHELTER GRANT PROGRAM (ESG)**PROPOSED BUDGET AND ACTIVITIES DESCRIPTION****HOMELESS SHELTER OPERATING SUPPORT****\$ 87,690**

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

ADMINISTRATION**\$ 4,615**

Indirect cost allocation of 5% to Escambia County

TOTAL 2010 ESG FUNDS AVAILABLE**\$ 92,305**

=====

TWO PUBLIC HEARINGS are being sponsored by the Consortium to afford citizens the opportunity to review, comment and/or provide input regarding the content of this Notice, update the status of the Consortium's Five Year Consolidated Plan, and/or the draft 2010/2011 Annual Plan. **The hearings will be held at 9:00 A.M. on Wednesday, June 9, 2010 in the Santa Rosa County Public Services Building, Media Room, 6051 Old Bagdad Highway, Milton, Florida; and at 2:00 P.M. on Thursday, June 10, 2010, at the Pensacola City Hall, Hagler-Mason Conference Room, Second Floor/Mezzanine, 180 Governmental Center, Pensacola, Florida.** All interested citizens are urged to attend and participate. The Escambia Consortium adheres to the Americans with Disabilities Act and will make reasonable modifications for access to services, programs and other activities. Please call 858-0350 (City) or 458-0466 (Escambia County) [or Telecommunications Device for the Deaf (TDD) numbers 595-0102 (City) or 458-0464 (Escambia County)] for further information. Requests must be made at least 48 hours in advance of the event in order to allow time to provide the requested services.

In addition to the public hearing, citizen recommendations, suggestions or other input regarding the content of the Consortium's draft Annual Plan will be accepted during an extended comment period beginning with the publication of this notice and extending through **JUNE 29, 2010**. Comments may be submitted to: Escambia Consortium, P.O. Box 18178, Pensacola, Florida 32523. For further information, contact Randy Wilkerson at 458-0466 (Escambia County), Pat Hubbard at 858-0350 (City of Pensacola), or Janice Boone at 981-7076 (Santa Rosa County).

Grover C. Robinson, IV
Chairman, Escambia County
Board of County Commissioners

Alvin G. Coby
City Manager
City of Pensacola

Gordon Goodin, Chairman
Santa Rosa County
Board of County Commissioners

INTERLOCAL AGREEMENT
FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

THIS AGREEMENT is made and entered into this 1st day of November, 2010, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**ESCAMBIA COUNTY**"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **CITY OF PENSACOLA**, a municipality chartered in the State of Florida ("**PENSACOLA**"), whose address is P.O. Box 12910, Pensacola, Florida 32521 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which the City of Pensacola shall provide HOME Program eligible services and assistance to eligible families residing within the City of Pensacola.

WITNESSETH:

WHEREAS, Escambia County and the City of Pensacola have legal authority to perform general governmental services within their respective jurisdictions; and

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

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME"; and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in April 2008, Escambia County and the City of Pensacola have determined that the provision of Substantial Housing Rehabilitation/Reconstruction assistance authorized at 24 CFR Part 92.205, 92.250, 92.251, and 92.252 is a high priority need in the City of Pensacola; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to the City of Pensacola, where the Pensacola Housing Department shall administer the City of Pensacola's participation in the HOME Program.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Pensacola City Manager the authority and concurrent responsibility required to implement Substantial Housing Rehabilitation activities in the City of Pensacola ("HOME Activities"), as provided for in the **2010** Escambia Consortium HOME Program Description approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. The City of Pensacola shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities undertaken in the City of Pensacola according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

The City of Pensacola agrees to cooperate fully with Escambia County and Neighborhood Enterprise Foundation, Inc. ("NEFI"), Escambia County's designated agent for housing and community development, in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, the City of Pensacola and its Housing Department, in cooperation with NEFI, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

SECTION 3. HOME Program Policies, Procedures and Requirements.

The City of Pensacola, the Pensacola Housing Department, Escambia County, and NEFI shall cooperate in the development of the policies, procedures and actions required to implement the HOME Substantial Rehabilitation and/or Tenant Based Rental Assistance activities in the City of Pensacola, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. The City of Pensacola shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to the City as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference. The City of Pensacola and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

SECTION 4. Funding.

a) Pensacola HOME Activities:

The maximum **2010** HOME Program funding available to provide assistance to documented eligible, low/moderate income clients through HOME Activities in the City of Pensacola, Florida, shall be **\$358,445.00**. Said funds are allocated between approved and eligible HOME Activities denoted as follows:

Substantial Rehabilitation/Reconstruction of Homeowner Occupied Substandard Housing	\$358,445.00
Total	<u>\$358,445.00</u>

EXHIBITS I and II further detail the requirements associated with the project categories cited above, and regulations referenced therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and the City of Pensacola.

b) Pensacola HOME Activities Payment Processing:

Escambia County, through coordination with NEFI, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund for Pensacola HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Pensacola HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County, or to the City of Pensacola to reimburse costs that are advanced by the City of Pensacola, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. The City of Pensacola Housing Department shall be programmatically and fiscally responsible for the accuracy, completeness and proper

documentation of Pensacola HOME Activities, the eligibility of clients assisted in the City of Pensacola, and all related payments; and further, the City of Pensacola shall be responsible for the repayment of any disallowed costs related to the Pensacola HOME Activities.

c) Pensacola HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Pensacola HOME Activities funding cited in Section 4(a) above, the City of Pensacola's HOME Activities require a minimum local match of **\$89,611.00** in non-federal funds. The City of Pensacola's local match shall be provided through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program as fiscally administered by Escambia County. Said matching funds shall be expended to: (1) provide a maximum of \$50,000 in SHIP match for mutually designated Substantial Housing Rehabilitation units completed by the City under the terms and conditions of this agreement, and/or (2) provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be maintained by Escambia County through consultation with the City of Pensacola. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within the City of Pensacola, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, the City of Pensacola shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **\$42,724.00**, payable solely from funds currently available under the **2010 Escambia Consortium HOME Grant M-10-DC-12-0225**. Prior to requesting administrative funds from Escambia County, the City of Pensacola shall provide a detailed breakdown of the administrative services to be provided. Upon receipt of said budget detail by the Office of the Escambia County Administrator or Escambia County's designated agent, NEFI, administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to the City of Pensacola in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. The City of Pensacola shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2010 Escambia Consortium HOME Grant M-10-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County and the City of Pensacola shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

SECTION 5. Administrative Authority.

Upon written authorization of the County Administrator, the City of Pensacola or the Pensacola Housing Department, may be authorized to prepare and execute documents and requests required to enter (set-up) and revise City projects in the HUD Integrated Disbursement and Information System (IDIS). However, neither the City of Pensacola nor the Pensacola Housing Department shall be authorized to draw down HOME Program funds from the Escambia Consortium Letter of Credit. Draw down of HOME funding from the Escambia Consortium Letter of Credit shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

SECTION 6. Program Records.

The City of Pensacola assumes responsibility for maintaining all records and documentation related to and supportive of the Pensacola HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. The City of Pensacola shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of five (5) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. The City of Pensacola shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. The City of Pensacola shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and the City of Pensacola at the address set forth first above, with a copy in the case of County to:

Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P.O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466 FAX: (850) 458-0464
E-mail: Randy_Wilkerson@co.escambia.fl.us

and in the case of the City of Pensacola to:

Alvin G. Coby, City Manager
City of Pensacola
Pensacola City Hall
P.O. Box 12910
Pensacola, Florida 32521

and in the case of the Pensacola Housing Department to:

Pat Hubbard, Director
Pensacola Housing Department
P.O. Box 12910
Pensacola, Florida 32521
Phone: (850) 858-0350 FAX: (850) 595-0113
E-mail: Phubbard@ci.pensacola.fl.us

All notices shall be deemed served when received, except that any notice mailed or deposited in the

manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

SECTION 9. Effective Date, Term, and Termination.

This Agreement shall become effective on **November 1, 2010**, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject **2010** HOME funds are fully expended and Grant **#M-10-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

SECTION 10. Nepotism

The City of Pensacola and Escambia County agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination

a). The City of Pensacola agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

b). All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. The City of Pensacola accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder by its elected officials and officers, employees, agents, and representatives.

c). The City of Pensacola will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The City of Pensacola agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) In the event of any litigation between the parties concerning this Agreement or the transaction contemplated hereby, each party shall be responsible for its own attorney's fees and costs.

(d) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party,

in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(e) This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida. BY AND THROUGH
ITS BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

By: _____
Kevin W. White, Chairman

BY: _____
Deputy Clerk

BCC Approved: November 18, 2010

(S E A L)

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency.

By: Kristina Hargis
Title: Asst. Sec. II
Date: 10/6/10

**CITY OF PENSACOLA, a Municipal corporation
chartered in the State of Florida, BY ITS CITY
COUNCIL**

ATTEST: Ericka L. Burnett

City Clerk

By: _____
Alvin G. Coby, City Manager

(SEAL)

APPROVED AS TO FORM AND EXECUTION:

DATE: _____

By: _____
City Attorney's Office

EXHIBIT I

2010 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

ESCAMBIA CONSORTIUM
2010-2011 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES

FUNDING

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **\$627,484**

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 9 to 10 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION **\$358,445**

Provide assistance for low/moderate income families through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of severely substandard single family homeowner occupied housing units. It is estimated that this funding will reconstruct approximately 5 to 6 housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOMEBUYER ASSISTANCE **\$262,717**

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 23-25 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE) **\$267,567**

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 8 affordable rental units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

CHDO OPERATING EXPENSES **\$ 89,189**

Optional allocation to provide operating support to enhance capacity of locally designated CHDO's that have a minimum of one year of documented experience in the development of affordable housing. Any residual funds from this category will be utilized for Escambia Substantial Housing Rehabilitation/Reconstruction.

ADMINISTRATION/MANAGEMENT (JOINT) **\$178,377**

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2010 HOME Funds Available to the Consortium

\$ 1,783,779

Local Match (provided through SHIP Program Resources)

TOTAL 2010 HOME FUNDS AVAILABLE

\$ 1,783,779

EXHIBIT II

HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 CFR PART 92)

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THEREFORE, THE ENTIRETY OF THE HOME RULE AT 24 CFR PART 92; ALL AMENDMENTS TO THE RULE; AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 92 HAS BEEN PROVIDED TO THE PARTY(IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

The **CITY OF PENSACOLA, FLORIDA** will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace ;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

- (1) taking appropriate personnel action against such an employee, up to and including termination; or
- (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **CITY OF PENSACOLA, FLORIDA**

Date: 11/1/10

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-10-DC-12-0225

CITY OF PENSACOLA, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: City of Pensacola
Pensacola Housing Department
420 West Chase Street
Pensacola, Florida 32502

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Five (5)

SIGNED: _____
Certifying Officer
Alvin G. Coby, City Manager

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Certifying Official
Alvin G. Coby, City Manager

Date:

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Name: Alvin G. Coby

Title: City Manager

HOME Investment Partnerships Act

(Project Name)

M-10-DC-12-0225

(Project Number)

Firm/Agency: City of Pensacola, Florida

Street Address: City of Pensacola (Housing Department)
420 West Chase Street
Pensacola, Florida 32502

FR 24.510 & 24 CFR, Part 24, Appendix A

**CERTIFICATION OF RECEIPT
HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS
(24 CFR PART 92)**

I/We hereby certify and affirm that Escambia County has provided the City of Pensacola with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92, copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

City of Pensacola:

By: _____
Alvin G. Coby, City Manager
City of Pensacola

Date: _____

(homecert.wpd)

**INTERLOCAL AGREEMENT
FOR HOME INVESTMENT PARTNERSHIPS ACT PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of November , 2010, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**ESCAMBIA COUNTY**"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **COUNTY OF SANTA ROSA**, a political subdivision of the State of Florida ("**SANTA ROSA COUNTY**"), whose address is 6495 Caroline Street, Milton, Florida 32570 for the purpose of receiving and administering activities under the provisions located at 24 CFR, Part 92 which regulate funding provided through the federal HOME Investment Partnerships Program (the "HOME" Program", the "Program") and which regulate the terms under which Santa Rosa County shall provide HOME Program eligible services and assistance to eligible families residing within Santa Rosa County.

W I T N E S S E T H:

WHEREAS, Escambia County and Santa Rosa County have legal authority to perform general governmental services within their respective jurisdictions; and

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

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter consortia for purposes of receiving funds and administering activities allowed under the HOME Investment Partnerships Program Regulations found at 24 CFR Part 92, hereinafter referred to as "HOME"; and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in April 2008, Escambia County and Santa Rosa County have determined that the provision of **Homebuyer Assistance** as authorized at 24 CFR Part 92.205, 92.250, and 92.251 is a high priority need in Santa Rosa County; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME financed activities to Santa Rosa County.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and Santa Rosa County agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Santa Rosa County Administrator the authority and concurrent responsibility required to implement Homebuyer Assistance activities in Santa Rosa County ("HOME Activities"), as provided for in the **2010 Escambia Consortium HOME Program Description** approved by the U.S. Department of Housing and Urban Development ("HUD"), and attached hereto as **EXHIBIT I** of this agreement and incorporated herein by reference. Santa Rosa County shall have direct responsibility for assuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities

undertaken in Santa Rosa County according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME regulations (24 CFR Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

Santa Rosa County agrees to cooperate fully with Escambia County and Neighborhood Enterprise Foundation, Inc. ("NEFI"), Escambia County's designated agent for housing and community development, in all actions related to the HOME Program and related HOME Activities. With regard to HOME fiscal matters, Santa Rosa County, in cooperation with NEFI, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of HOME-funded expenditures.

SECTION 3. HOME Activities Administrative Requirements.

a) HOME Program Policies, Procedures and Requirements:

Santa Rosa County, Escambia County and NEFI shall cooperate in the development of the policies, procedures and actions required to implement the HOME Activities in Santa Rosa County, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME activity and administrative funds. Santa Rosa County shall ensure that the HOME Activities provided through the HOME funding referenced herein are administered in accordance with the governing regulations found at 24 CFR Part 92, which have been provided to Santa Rosa County as evidenced by the acknowledgement included in **EXHIBIT II** of this Agreement and incorporated herein by reference. Santa Rosa County and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to assure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

SECTION 4. Funding.

a) Santa Rosa HOME Activities:

The maximum **2010** HOME Program funding available to provide assistance to documented eligible, lower income clients through HOME Activities in Santa Rosa County, Florida, shall be **\$262,717.00**. Said funds are allocated between approved and eligible HOME Activities denoted as follows:

HOMEBUYER ASSISTANCE

\$262,717.00

Total \$262,717.00

EXHIBITS I and II further detail the requirements associated with the project categories cited above, and regulations contained therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated

categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and Santa Rosa County.

b) Santa Rosa HOME Activities Payment Processing:

Escambia County, through coordination with NEFI, shall issue HOME related payments from the Escambia Consortium HOME Trust Fund for Santa Rosa HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Santa Rosa HOME Activities and HOME client eligibility. Payments shall be either made directly to the approved vendor by Escambia County, or to Santa Rosa County to reimburse costs that are advanced by Santa Rosa County, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division. Santa Rosa County shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Santa Rosa HOME Activities, the eligibility of clients assisted in Santa Rosa County, and all related payments; and further, Santa Rosa County shall be responsible for the repayment of any disallowed costs related to Santa Rosa HOME Activities.

c) Santa Rosa HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME allocation, excluding administrative funds. Based upon the Santa Rosa HOME Activities funding cited in Section 4(a) above, Santa Rosa County shall provide a minimum local match of **\$65,679.00** in non-federal funds. Santa Rosa County's State Housing Initiatives Partnership (SHIP) Program fund is an acceptable match source. Said matching funds shall be expended by Santa Rosa County to provide affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD and shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be provided to Escambia County upon request, but at least annually, and shall at all times be at least equal to the pro-rata share of HOME funds expended. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within Santa Rosa County, Florida.

d) HOME Administrative Payments:

In addition to HOME Program Activities funds, Santa Rosa County shall be entitled to payment for HOME Program related administrative services in an amount not to exceed **\$31,366.00**, payable solely from funds currently available under the **2010 Escambia Consortium HOME Grant M-10-DC-12-0225**. Prior to requesting administrative funds from Escambia County, Santa Rosa County shall provide a detailed breakdown of the administrative services to be provided. Upon receipt of said budget detail by the Office of the Escambia County Administrator or Escambia County's designated agent, NEFI, administrative funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to Santa Rosa County in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. Santa Rosa County shall be responsible for ensuring documentation of proper expenditure of such administrative funds.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2010 Escambia Consortium HOME Grant M-10-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME administrative expenditures under this Agreement, and shall disburse payments in accordance with the terms and conditions of this Agreement.

SECTION 5. Administrative Authority.

Santa Rosa County is not authorized to prepare and execute documents and requests required to enter (set-up) or draw down HOME Program funds from the Escambia Consortium Letter of Credit. Such actions shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

SECTION 6. Program Records.

Santa Rosa County assumes responsibility for maintaining all records and documentation related to and supportive of the Santa Rosa HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. Santa Rosa County shall ensure that such records are maintained in accordance with the governing federal regulations, and shall keep all related records in a readily accessible location for a minimum of five (5) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. Santa Rosa County shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement. Santa Rosa County shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder including but not limited to compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts; forms; certifications; specifications; bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to Escambia County and Santa Rosa County at the address set forth first above, with a

copy in the case of County to:

Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P.O. Box 18178
Pensacola, Florida 32523
Phone: (850) 458-0466 FAX: (850) 458-0464

and in the case of Santa Rosa County (Administration) to:

Hunter Walker, County Administrator
Santa Rosa County
Santa Rosa County Administration Office
6495 Caroline Street, Suite M
Milton, Florida 32570-4592
Phone: (850) 983-1855 FAX: (850) 983-1856

All notices shall be deemed served when received, except that any notice mailed or deposited in the manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

SECTION 9. Effective Date, Term, and Termination.

This Agreement shall become effective on **November 1, 2010**, and this Agreement shall continue for a term of one (1) year from said date or until all of the subject **2010** HOME funds are fully expended and Grant **#M-10-DC-12-0225** is officially closed, or in the event of immediate termination in the event HUD funds cease to be made available to support the HOME Activities cited in this Agreement, according to Section 4(e) hereof.

SECTION 10. Nepotism

Santa Rosa County agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination

a). Santa Rosa County agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, sex, or national origin. Both of the said Civil Rights Acts are incorporated by reference herein.

b). All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, creed, color, handicap, familial status, disability, marital status, religion, or national origin. Santa Rosa County accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

c). Santa Rosa County will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, physical handicap, or familial status. Such

action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Santa Rosa County agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

(a) This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

(b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

(c) In the event of any litigation between the parties concerning this Agreement or the transaction contemplated hereby, each party shall be responsible for its own attorney's fees and costs.

(d) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(e) This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through
its BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BCC Approved: November 18, 2010

BY: _____
Deputy Clerk

(S E A L)

Legal Department Approval:

This document approved as to form
and legal sufficiency.

By: Kristin Hud

Title: HCA

Date: 10/5/10

SANTA ROSA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS OF
SANTA ROSA COUNTY, FLORIDA

ATTEST:

By: _____
Gordon Goodin, Chairman

Mary M. Johnson
Clerk of Courts

(S E A L)

PASSED AND ADOPTED BY THE SANTA ROSA COUNTY BOARD OF COUNTY
COMMISSIONERS THIS _____ DAY OF _____, 2010, BY A VOTE
OF _____ YEAS, _____ NAYS AND _____ ABSENT.

EXHIBIT I

2010 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION

ESCAMBIA CONSORTIUM
2010-2011 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES DESCRIPTION
FOR MEMBER JURISDICTIONS

RECOMMENDED PROGRAM ACTIVITIES

FUNDING

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$627,484

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 9 to 10 severely substandard homeowner occupied housing units. (Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$358,445

Provide assistance for low/moderate income families through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of severely substandard single family homeowner occupied housing units. It is estimated that this funding will reconstruct approximately 5 to 6 housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOMEBUYER ASSISTANCE

\$262,717

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment Grants, Deferred Payment Loans, Low Interest Loans, or a combination thereof, to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 23-25 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

RENTAL HOUSING DEVELOPMENT (CHDO SET-ASIDE)

\$267,567

Provide low interest and/or deferred loan assistance to partially support the costs for development of approximately 8 affordable rental units through activities of locally designated non-profit Community Housing Development Organizations (CHDO's) in Escambia or Santa Rosa County.

CHDO OPERATING EXPENSES

\$ 89,189

Optional allocation to provide operating support to enhance capacity of locally designated CHDO's that have a minimum of one year of documented experience in the development of affordable housing. Any residual funds from this category will be utilized for Escambia Substantial Housing Rehabilitation/Reconstruction.

ADMINISTRATION/MANAGEMENT (JOINT)

\$178,377

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2010 HOME Funds Available to the Consortium
Local Match (provided through SHIP Program Resources)

\$ 1,783,779

TOTAL 2010 HOME FUNDS AVAILABLE

\$ 1,783,779

EXHIBIT II

HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 CFR PART 92)

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THEREFORE, THE ENTIRETY OF THE HOME RULE AT 24 CFR PART 92; ALL AMENDMENTS TO THE RULE; AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 CFR PART 92 HAS BEEN PROVIDED TO THE PARTY(IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE ACKNOWLEDGEMENT CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

SANTA ROSA COUNTY, FLORIDA will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subpara-graph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **SANTA ROSA COUNTY ADMINISTRATIVE**

Date: 11/1/10

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: M-10-DC-12-0225

SANTA ROSA COUNTY, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: Three (3)

SIGNED: _____
Gordon Goodin, Chairman
Santa Rosa County Board of County
Commissioners

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Gordon Goodin, Chairman

Santa Rosa County Board of County Commissioners

Date: November 10, 2010

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____ **HOME Investment Partnerships Act (HOME)**
Name: Gordon Goodin (Project Name)
Title: Chairman **M-10-DC-12-0225**
(Project Number)

Firm/Agency: Santa Rosa County, Florida

Street Address: Santa Rosa County Administrative Office
6495 Caroline Street
Milton, Florida 32570

FR 24.510 & 24 CFR, Part 24, Appendix A

**CERTIFICATION OF RECEIPT
HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS
(24 CFR PART 92)**

I/We hereby certify and affirm that Escambia County has provided the Santa Rosa County with a complete copy of the current U. S. HUD HOME Program Regulations (24 CFR Part 92, copies of any amendments to the governing Regulations, and related Federal Laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 CFR Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

Santa Rosa County:

By: _____
Gordon Goodin, Chairman
Board of County Commissioners

Date: November 10, 2010



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 2.

County Administrator's Report

Date: 11/18/2010
Issue: Enterprise Florida Defense Infrastructure Grant Agreement # DIG-11-10 for the Area A and Accident Potential Zone (APZ) Density Reduction Project
From: Sandra Jennings
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Enterprise Florida Defense Infrastructure Grant Agreement #DIG-11-10 for the Area "A" and Accident Potential Zone (APZ) Density Reduction Project - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board take the following action concerning the Defense Infrastructure Grant Agreement #DIG-11-10 between Enterprise Florida, Inc., and the Escambia County Board of County Commissioners for the Area "A" and Accident Potential Zone (APZ) Density Reduction Project:

A. Approve the Defense Infrastructure Grant Agreement #DIG-11-10 with a Grant award, in the amount of \$500,000, for the Area "A" and APZ Density Reduction Project; and

B. Authorize the Chairman to sign the Agreement and any subsequent Grant-related documents, including no-cost extensions, pending legal review and approval, without further action of the Board.

[Funding: Fund 110, Other Grants & Projects, new Cost Center – no matching funds required]

BACKGROUND:

The \$500,000 grant award from this Enterprise Florida Defense Infrastructure Grant Agreement will provide funding to purchase property and reduce density within Area A and the APZ, as depicted in the Escambia County Joint Land Use Study (JLUS). The project will help combat encroachment to Naval Air Station Pensacola. Area A and the APZ are specifically delineated in the attached diagram.

BUDGETARY IMPACT:

No County matching funds are required for this grant award.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Grant Agreement has been reviewed by the County Attorney's Office and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of grants and agreements of this type.

IMPLEMENTATION/COORDINATION:

The Community & Environment Bureau, Water Quality & Land Management Division will administer this Grant Agreement.

The Management & Budget Services Bureau, Budget Division will prepare a Supplemental Budget Amendment to recognize these funds. This project has also been coordinated with the following agencies/entities and will proceed with the full cooperation of the following:

- Naval Air Station Pensacola
- Pensacola Area Chamber of Commerce

Attachments

Enterprise Florida Defense Infrastructure Grant Agreement # DIG-11-10

Area A and Accident Potential Zone diagram

INFRASTRUCTURE GRANT AGREEMENT

THIS DEFENSE INFRASTRUCTURE GRANT AGREEMENT (together with any written amendment hereto that hereafter may be executed and delivered by the parties, this "Agreement") is made and entered into as of this _____ day of _____, 20__ by and between ENTERPRISE FLORIDA, INC., a Florida corporation not for profit ("EFI"), and **Escambia County** (the "Grantee").

WHEREAS, the Legislature of the State of Florida has appropriated funds to be used to help counties, cities, and local economic development councils make necessary infrastructure improvements needed to facilitate the base retention and reuse (the "Grant Program"), and

WHEREAS, the Executive Office of the Governor (the "EOG") has selected the grant recipients (Attachment D), and in partnership with the Governor's Office of Tourism, Trade, and Economic Development of the State of Florida ("OTTED"), EFI has agreed to administer the Grant Program; and

WHEREAS, the Grantee is an organization eligible to receive funding under the Grant Program; and

WHEREAS, the parties desire to enter into this Agreement, whereby the Grantee shall be awarded grant funding under the Grant Program, as provided herein, for the purpose or project (the "Project") described in the application that the Grantee submitted to EFI for this purpose, a copy of which is attached hereto as Exhibit A (the "Grant Application");

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

1. Term. The term of this Agreement shall commence as of the date of this Agreement and shall continue until the Final Audit Report pursuant to Paragraph 10 is accepted by EFI.

2. Grant Funds. Pursuant to the terms of this Agreement, EFI shall pay to the Grantee from the Grant Program an amount equal to the lesser of **Five Hundred Thousand dollars (\$500,000)** or the amount actually expended by the Grantee on the Project (in total or any part thereof, the "Funds"). In consideration of such grant, Grantee agrees as follows:

a. The Funds shall be expended solely for the purpose of the Project and the accomplishment of the Activities, as provided by Paragraph 3, or for the reimbursement of the Grantee's own funds theretofore expended for the same purpose. Unless specifically authorized in the Schedule of Activities, the Grantee shall not use the Funds for any of the following expenses:

- (1) salaries of Grantee's employees;
- (2) travel or incidental costs;
- (3) lobbying the Legislature, the Courts, or any state agency of the State of Florida;
- (4) administration of the Project; or,
- (5) any activity inconsistent with Section 216 Florida Statutes, relating to fixed capital outlay.

b. Any Funds not expended on the Project will be forfeited to the State of Florida.

c. Any expenditure in connection with the Project that exceeds the total amount of the Funds shall be the sole responsibility of the Grantee. Unless EFI otherwise agrees in its discretion, Grantee shall be required to complete the Project even if it must expend its own funds to do so.

3. **Scope of Work.** Within sixty (60) days after the date this Agreement is executed by both parties, the Grantee shall deliver to EFI a Schedule of Activities in which is described each activity to be performed by the Grantee under this Agreement (individually, an "Activity"; collectively, the "Activities"). These Activities shall support the purpose of this grant.:

The purpose of this grant is "Area "A" & APZ Density Reduction."

Upon EFI's receipt and approval of the schedule, the schedule will be attached hereto as Exhibit B (the "Schedule of Activities"). The Grantee shall perform and accomplish each Activity set forth in the Schedule of Activities on or before the respective due date of such Activity indicated therein. The Schedule of Activities at any time in effect may be revised from time to time in accordance with the following procedures:

a. With each Status Report for the Project required by Paragraph 5 of this Agreement, the Grantee may deliver to EFI a proposed revised Schedule of Activities (the "Proposed Schedule"). The Proposed Schedule shall include all Activities included in the current Schedule of Activities and any new Activities that the Grantee proposes to be completed following the date the Proposed Schedule is delivered. For each Activity included in the Proposed Schedule that already has been completed, the Proposed Schedule shall indicate the date of completion, the expenditures originally anticipated to be associated therewith as reflected in the current Schedule of Activities, and the total actual expenditures associated therewith for which reimbursement from the Funds was received or is to be requested. For each Activity included in the Proposed Schedule that has not yet been completed, the Proposed Schedule shall indicate the due date of such Activity and the anticipated expenditures associated therewith, for which reimbursement from the Funds was received or is to be requested. The Grantee's delivery of a Proposed Schedule shall constitute a request by the Grantee that the Proposed Schedule be adopted by EFI in place of the current Schedule of Activities, pursuant to Paragraph 3(b) below.

b. Within thirty (30) days after receiving any such Proposed Schedule, EFI shall notify the Grantee of its decision, in EFI's absolute discretion, either to adopt the Proposed Schedule or not to adopt the Proposed Schedule. If in its absolute discretion EFI adopts the Proposed Schedule as submitted by the Grantee, it shall notify the Grantee in writing of its decision and from the date of such notice the Proposed Schedule shall become the Schedule of Activities under this Agreement and shall be attached to this Agreement as a REVISED Schedule of Activities. If in its absolute discretion EFI elects not to adopt the Proposed Schedule, or if EFI fails to give Grantee written notice within such thirty (30) day period, the current Schedule of Activities shall continue to be the Schedule of Activities.

c. The Schedule of Activities and any Proposed Schedule may incorporate by reference the Activities indicated on a work plan, schedule, or other document prepared by the Grantee or any other person or entity, provided that it contains the information required by this Paragraph 3.

d. The state expects no more that a three year execution term; grantees will have three years from the date of the contract execution to complete their project. Contract term extensions will be evaluated on a case by case basis.

4. **Initial Deliverables and Disbursement.** Upon EFI's receipt and approval of the initial deliverables consisting of the Schedule of Activities, pursuant to Paragraph 3, and the Certificate of Insurance, pursuant to Paragraph 18, EFI shall pay to the Grantee the initial disbursement in respect of the Funds an amount equal to **One Hundred and Twenty Five Thousand dollars (\$125,000)**. The initial disbursement may be made within 90 days of receipt of the initial deliverables.

5. **Status Report.** Until completion of the Project, the Grantee shall deliver to EFI quarterly project status reports (each, a "Status Report") as follows:

a. Grantee shall deliver a Status Report to EFI on or before the tenth (10th) day following the last day of each Reporting Quarter during the term of this Agreement. As used in this Agreement, a "Reporting Quarter" shall mean a quarter of the Fiscal Year that begins on June 1 with the first quarter ending on August 31. Report schedule is:

For activity in months of:	Status Report due by :
Dec, Jan, Feb	March 10
Mar, Apr, May	June 10
Jun, Jul, Aug	September 10
Sept, Oct, Nov	December 10

If the 10th is not a business day, the report is due the next business day.

b. Each Status Report shall outline the Grantee's progress in completion of the Project during the Reporting Quarter for which the Status Report is delivered. Including the format provided by EFI for sections (1) – (6), it shall specifically include the following information:

(1) A list of the Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter and that actually were completed during the Reporting Quarter ("Completed Scheduled Activities"). For each Completed Scheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Scheduled Activity was completed as indicated in the Status Report, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(2) A list of the Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter for which progress toward completion was made but that were not completed during the Reporting Quarter ("Partially Completed Scheduled Activities"). For each Partially Completed Scheduled Activity, the Status Report shall indicate as a percentage the Grantee's progress in completion and shall describe briefly the reasons why the activity was not completed. The Status Report also shall indicate the actual expenditures in relation to each Partially Completed Scheduled Activity for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence of the Grantee's progress in completion of the Partially Completed Scheduled Activity, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(3) A list of Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter for which no progress was made toward completion during the Reporting Quarter ("Incomplete Scheduled Activities"). For each Incomplete Scheduled Activity, the Project Status Report shall briefly describe the reasons why no progress was made toward completion of such Activity during the Reporting Quarter;

(4) A list of Activities completed during the Reporting Quarter that were not indicated in the Schedule of Activities to be completed during the Reporting Quarter ("Completed Unscheduled Activities"). For each Completed Unscheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Unscheduled Activity was completed, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(5) A summary of the Grantee's actual expenditures related to the Project during the Reporting Quarter, and for which disbursement of Funds has been received or is to be requested, compared to the anticipated expenditures for the Reporting Quarter as indicated in the Schedule of Activities;

(6) A summary of the Grantee's actual expenditures related to the Project since the date of this Agreement, and for which disbursement of Funds has been received or is to be requested, compared to the anticipated expenditures since the date of this Agreement as indicated in the Schedule of Activities;

(7) To the extent the same is material, a summary and explanation of any unanticipated changes among the contractors, subcontractors, and other participants involved in the Project; and

(8) A summary and explanation of any other material changes that may affect the outcome or commercial potential of the Project.

(9) A report on the use of Women and Minority Vendors as described in Section 25.

6. Invoice. With each Status Report, the Grantee shall deliver to EFI an invoice that includes the following information (each, an "Invoice");

a. the cumulative expenditures related to the Completed Scheduled Activities for which disbursement of the Funds is requested;

b. the cumulative expenditures related to the Partially Completed Scheduled Activities for which disbursement of the Funds is requested;

c. the cumulative expenditures related to Completed Unscheduled Activities for which disbursement of the Funds is requested;

d. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise for which disbursement of the Funds is requested; and

e. detailed receipts or documentation for all expenditures.

7. Disbursement of Funds. After receiving the Status Report and Invoice and approval of the same, EFI shall disburse to the Grantee an amount equal to the cumulative amount of unreimbursed expenditures for Completed Scheduled Activities indicated therein, provided that EFI shall be required to disburse no more than the amount of anticipated expenditures related to each Completed Scheduled Activity indicated on the Schedule of Activities. Within EFI's absolute discretion, EFI also may disburse to the Grantee an amount equal to or less than one or more of the following:

a. the cumulative amount of unreimbursed expenditures for Partially Completed Activities indicated in the Invoice;

b. the cumulative amount of unreimbursed expenditures for Completed Unscheduled Activity; or

c. the amount of unreimbursed expenditures for Completed Scheduled Activities that exceeds the anticipated expenditures related thereto as indicated in the Schedule of Activities

d. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise related thereto as indicated in the Schedule of Activities. With each disbursement of Funds, EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to items (a) through (d) above.

With each disbursement of Funds, EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to the Completed Scheduled Activities, the Partially Completed Scheduled Activities, the Completed Unscheduled Activities, and any other Activities and purposes.

8. Final Disbursement

Notwithstanding anything herein to the contrary, EFI shall release final Grant Funds of Two Thousand dollars (\$2,000) or Ten percent (10%) whichever is less upon EFI's receipt and acceptance of the Final Report required by Paragraph 9. The acceptance of final payment, and delivery of the Final Audit Report required in Paragraph 10, under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by the Grantee from any and all claims, demands, and courses of action whatsoever.

9. Final Project Report

Grantee shall submit a Final Project Report within forty-five (45) days following Grantee's completion of the Activities or termination of the grant agreement. Final disbursement shall be made only after EFI has approved the Final Project Report, which shall include the following information:

- a. a certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;
- b. a certification that the Project meets state and local construction standards, as applicable;
- c. the total amount of Funds received from EFI pursuant to this Agreement;
- d. the total amount of funds received from other sources in relation to the Project;
- e. the total amount of Project expenditures paid or reimbursed from the Funds; and
- f. an explanation of any material changes in circumstances that may affect the outcome or commercial potential of the Project.

10. Final Audit Report. Within forty-five (45) days following the completion of all of the Activities or termination of the grant agreement, the Grantee shall cause there to be prepared at the Grantee's expense and delivered to EFI a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating the professional opinion that the Grantee has complied with this Agreement (the "Final Audit Report"). In lieu of providing the Final Audit Report in such manner, if the Grantee has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, Florida Statutes 2009 (the "Single Audit Act"), prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to EFI at the time when such audit is completed (at any rate, within 120 days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement.

11. Accounting Records. The Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Records shall include independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement. The records shall be subject at all times to inspection, review, or audit by state personnel of the Office of Tourism, Trade and Economic Development, Office of the Auditor General, Chief Financial Officer, Office of the Chief Inspector General, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request..

a. Contractor agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Exhibit E.

b. Expenditures of State funds in accordance with this agreement shall be in compliance with laws rules, regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures found at

http://www.fldfs.com/aadir/reference_guide/reference_guide.htm.

c. This agreement may be charged only with allowable costs resulting from obligations incurred during the term of the agreement. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the EFI

12. Florida Single Audit Act. The Grantee acknowledges that, by entering this Agreement, it is a "subrecipient" within the meaning of the Florida Single Audit Act, and it is subject to the provisions thereof, as well as the rules of the Executive Office of the Governor of the State of Florida, the Comptroller of the State of Florida, and the Auditor General of the State of Florida related thereto. For that reason:

a. the Grantee shall allow EFI, OTTED, the Comptroller, the Offices of the Chief Inspector General, and the Auditor General access to the Grantee's records and the Grantee's independent auditor's working papers as necessary to comply with the requirements of the Florida Single Audit Act;

b. the Grantee shall notify EFI if it becomes subject to a state single audit or project-specific audit pursuant to the Florida Single Audit Act; and

c. the Grantee shall comply with the other requirements of the Florida Single Audit Act including providing to EFI a copy of every fiscal year audit conducted during the term of this Agreement.

d. Grantee is subject to the requirements under Catalog of State Financial Assistance (CFSA) number 31.003 per the Enterprise Florida, Inc. CSFA number. For information regarding the Florida Single Audit Act, including the CSFA, Grantee should access <https://apps.fldfs.com/fsaa>.

13. Public Access to Records. The Grantee acknowledges that EFI is subject to the provisions of Chapter 119, Florida Statutes relating to public records and that reports, invoices, and other documents the Grantee shall submit to EFI under this Agreement may constitute public records for the purpose of the Florida Statutes. The Grantee shall cooperate with EFI regarding EFI's efforts to comply with the requirements of Chapter 119, Florida Statutes

14. Records Retention. The Grantee shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of five (5) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) years period, whichever is later.

15. Grant Application. The Grantee represents and warrants that the information set forth in the Grant Application, attached here as Exhibit A, is true, correct, and complete in all material aspects.

16. Future Maintenance. Grantee agrees to be responsible for future maintenance expenses and other expenses associated with the Project, if any, after the conclusion of this Agreement, unless and until future maintenance is transferred to another entity.

17. Coordination. When reasonable, the Grantee shall coordinate with other components of the state and local development systems of the State of Florida and avoid duplication of existing state and local services and activities provided in Florida.

18. Insurance. Grantee agrees that prior to the acceptance of Attachment B, Statement of Work, it will provide to EFI a certificate of insurance, attached here as Attachment C ("Insurance"), indicating that the Grantee maintains all insurance coverage required by law (including, without limitation, workers'

compensation insurance) and such other insurance as EFI required. Such insurance covers not only the activity of Grantee but also acts and omissions of Grantee's agents, employees, and representatives.

19. Security Interest. To the extent required by Section 287.05805, Florida Statutes, if any part of the Funds shall be used for the purchase or improvement of real property, the Grantee shall grant to the State of Florida a security interest in the property at least equal to the amount of the Funds, such security interest to continue at least five (5) years from the date of purchase or improvement. No separate instrument shall be required in order for the Grantee to grant such security interest to the State of Florida.

20. Promotional Materials. Advertisements, signs, and other promotional materials funded by this Agreement shall include reference and credit to EFI and OTTED.

21. Independent Contractor. The Grantee is acting as an independent contractor and not as EFI's employee in the performance of this Agreement. The Grantee acknowledges that EFI is not responsible for withholding and filing national or state taxes or other payroll withholdings on behalf of the Grantee. The Grantee further acknowledges that neither the Grantee nor the employees of the Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

22. Indemnification. Subject to the provisions and limitations of Section 768.28 Florida Statutes, the Grantee shall indemnify, defend, and hold EFI, OTTED, and the State of Florida harmless from all claims, suits, judgments, or damages arising from the Grantee's performance of the Activities and its other obligations under this Agreement. This provision shall not be nor shall it be construed to be a further waiver of sovereign immunity beyond the limited legislative waiver thereof in section 768.28, Florida Statutes, as authorized by Article 10 13, Florida Constitution.

23. No Pledge of Credit. The Grantee has no authority to, and shall not, pledge the credit of EFI, OTTED, or the State of Florida, or purport to make EFI, OTTED, or the State of Florida a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness.

24. Compliance with Law. The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable local, state, and federal laws and regulations.

25. Women and Minority Vendors.

The Grantee is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Grantee shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Grantee shall submit a statement to this effect.

26. Patents, Copyrights, and Royalties.

If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Grantee shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Grantee shall notify EFI.

27. Non-Discrimination; Anti-Harassment. The Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

28. Public Entity Crime List; Discriminatory Vendor List. To the extent required by the Florida Statutes 287.134(3)(a) and section 30 of EFI's Agreement with OTTED, the Grantee acknowledges notice of the requirements of Sections 287.134(2)(b), Florida Statutes. To its knowledge, the Grantee has not been placed on the discriminatory vendor list described by Section 287.134, Florida Statutes. To the extent required by Florida Statutes 287.133(2)(a) and section 33 of EFI's Agreement with OTTED, the grantee affirms that it is aware of the provisions of Florida Statutes 287.133(2)(b). Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement.

29. Failure of Satisfactory Performance. EFI's obligation to pay the Funds to Grantee hereunder is contingent upon EFI's receipt when due and approval of all Status Reports, Invoices, and other reports required under this Agreement, the Grantee's satisfactory completion of the Activities, and the satisfactory performance of the Grantee's obligations under this Agreement, as determined by EFI in its reasonable discretion. EFI may terminate this Agreement, or reduce the amount of the Funds, at any time for the Grantee's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by EFI, without warning or notice.

30. Availability of Funds. EFI's obligations under this Agreement are contingent upon the continued availability to EFI of legislatively appropriated funds from the Grant Program in the amount known to EFI at the time this Agreement is executed, which amount may be used in support of this Agreement. The determination whether funds are available for the purposes of this Paragraph shall be made by EFI in its absolute discretion.

31. Agreement Manager. EFI's Manager, Military and Defense, Debra Flanders, or her successor, shall act as the Agreement Manager to ensure compliance with all of the terms and provisions of this Agreement.

32. Notices. All notices between the parties provided for herein shall be by either confirmed facsimile transmission, confirmed electronic mail, business mail service, or certified mail, return receipt requested, delivered to the following address of each party:

EFI: Debra Flanders
Program Manager, Military & Defense
Enterprise Florida, Inc.
800 North Magnolia Avenue, Suite 1100
Orlando, Florida 32803
(407) 956-5613
(407) 956- 5550(fax)
dflanders@eflorida.com

Grantee: Taylor Kirschenfeld
Division Manager, Water Quality & Land Management
Escambia County
1190 West Leonard Street
Pensacola, FL 32501
850-595-3449
850-595-3444
Chips_kirschenfeld@co.escambia.fl.us

The address of either party provided in this Paragraph 31 may be changed by such party upon reasonable notice to the other party given in the manner specified in this Paragraph.

33. Waiver. No failure or delay on the part of EFI in exercising any power or right under this Agreement and no course of dealing or course of performance between EFI and the Grantee shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude

any other or further exercise thereof or the exercise of any other power or right. No notice to or demand on the Grantee in any case shall entitle it to any notice or demand in similar or other circumstances.

34. Jurisdiction. With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida Court in Orange County, Florida.

35. Modification. This Agreement may not be altered, modified, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the parties. Modification of the grant purpose or goals must be approved by OTTED and EFI. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the parties may agree therein.

36. Complete Agreement. This Agreement, with all exhibits hereto, constitutes the entire agreement between the parties and supersedes all agreements representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

37. Counterparts. This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, faxed signatures shall be of the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

"EFI"

ENTERPRISE FLORIDA, INC.

John A. Adams, Jr.

President and CEO

Date _____

"GRANTEE"

ESCAMBIA COUNTY

Kevin W. White

Chairman

Date _____

ATTEST: Ernie Lee Magaha

Clerk of the Circuit Court

Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: _____

EXHIBIT LIST
FOR
INFRASTRUCTURE GRANT AGREEMENT

Exhibit A	Grant Application for the Project
Exhibit B	Schedule of Activities for the Project
Exhibit C	Certificate of Insurance
Exhibit D	Award Announcement from EOG
Exhibit E	Special audit requirements

EXHIBIT E

SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Enterprise Florida (EFI) to Contractor may be subject to audits and/or monitoring by EFI or by the Office of Tourism Trade and Economic Development (OTTED), as described in this section.

MONITORING

By entering into this agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by EFI. In the event EFI determines that a limited scope audit of the recipient is appropriate, Contractor agrees to comply with any additional instructions provided by EFI to Contractor regarding such audit. Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by OTTED, the Chief Financial Officer, Auditor General, or Chief Inspector General. Contractor shall permit access to the Contractor's records and independent auditor's working papers as necessary to comply with the requirements of this Agreement.

AUDITS

- 1. In the event that Contractor expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$500,000 in any fiscal year of Contractor, Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 10.650, Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, Contractor shall consider all sources of State awards, including State funds received from EFI, except that State financial assistance received by a nonstate entity for Federal program matching requirements shall be excluded from consideration. The CSFA number for Contractor is 31.003, Rural Community Development is 31.008, Local Economic Development Initiatives is 31.027, Military Base Protection is 31.044, and International Business Advocacy is 31.046.**
- 2. In connection with the audit requirements, Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2) Florida Statutes, and Chapter 10.650, Rules of the Auditor General.**
3. If Contractor expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that Contractor expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Contractor funds obtained from other than State entities).
4. Contractor must include the record keeping requirements found herein in subrecipient contracts and subcontracts entered into by Contractor for work required under terms of this Agreement. In the executed subcontract, Contractor shall provide each subrecipient of state financial assistance the information needed by the subrecipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, Contractor shall review and monitor subrecipient audit reports and perform other procedures as specified in the agreement with the subrecipient, which may include onsite visits. Contractor shall require subrecipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the state awarding agency, the Chief Financial Officer, the Chief Inspector General,

and the Auditor General access to the subrecipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.

5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), the recipient should access the website for the Governor's Office located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance.

REPORT SUBMISSION

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters and Contractor's response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

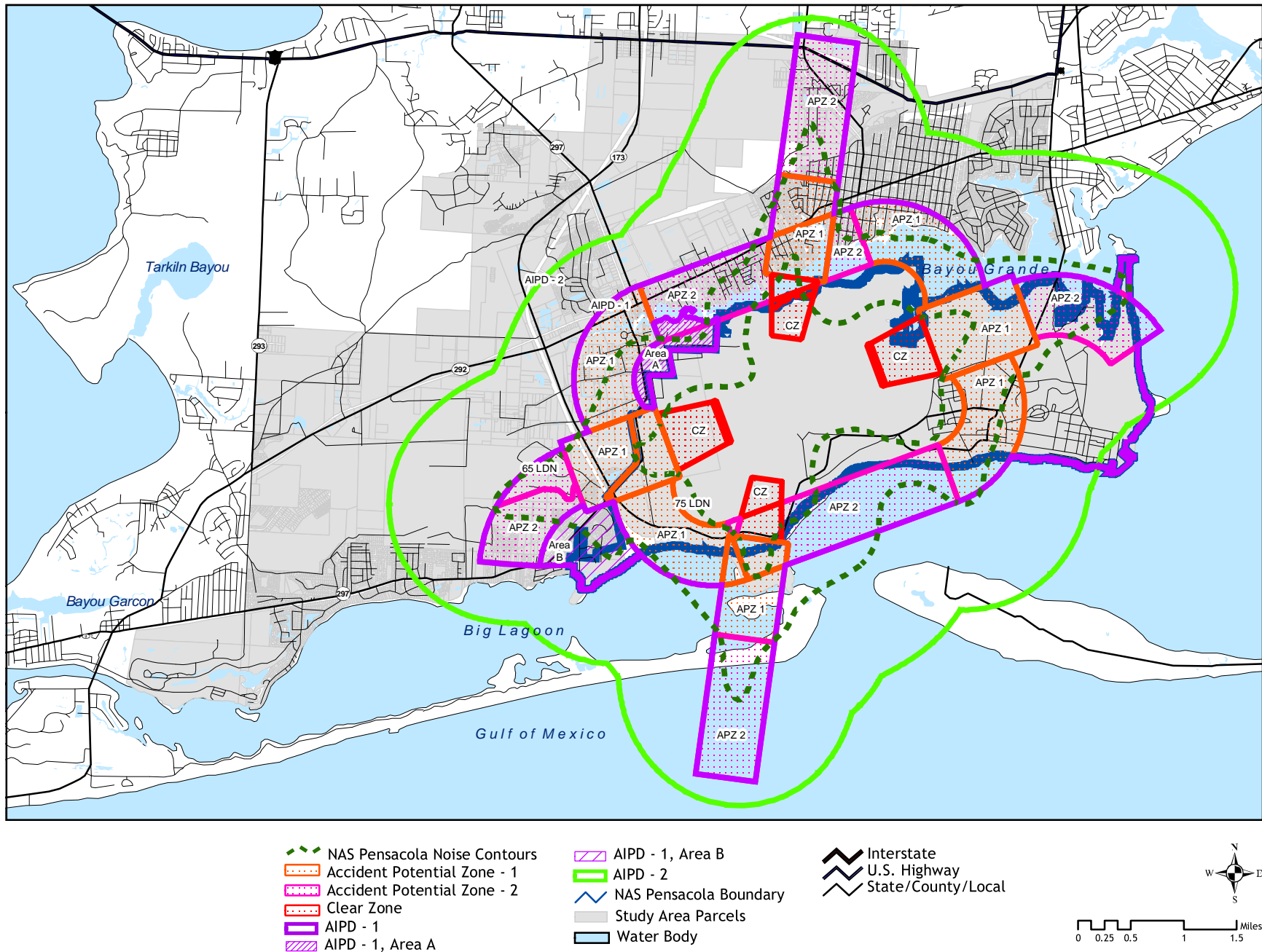
The complete financial audit report, including all items specified above, shall be sent directly to:

Pamela Murphy
Enterprise Florida, Inc.
800 No. Magnolia Ave., Suite 1100
Orlando, Florida 33756

and

Elizabeth Walker
Office of Tourism, Trade, and Economic Development
The Capitol, Suite 1902
Tallahassee, Florida 32399 -0001

DIGmm101906





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 3.

County Administrator's Report

Date: 11/18/2010
Issue: Supplemental Joint Participation Agreement (JPA) No. 5, Project No. 42027418401, Providing FY2011 Funding for the Davis Highway Urban Corridor
From: Sandra Jennings
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Joint Participation Agreement Number 5, Providing Fiscal Year 2011 Funding for the Davis Highway Urban Corridor Project - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board take the following action concerning Supplemental Joint Participation Agreement (JPA) Number 5, Project Number 42027418401, providing Fiscal Year 2011 funding for the Urban Corridor Project on Davis Highway:

- A. Approve Supplemental JPA Number 5, Project Number 42027418401, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$277,176, of Fiscal Year 2011 funding to Escambia County Area Transit (ECAT), for the Urban Corridor Project on Davis Highway; and
- B. Adopt the Resolution authorizing the application and acceptance of these funds; and
- C. Authorize the Chairman to execute the Resolution and all other required documents pertaining to the JPA, without further action of the Board.

[Funding: Fund 104, Mass Transit; No additional cost to the County]

BACKGROUND:

The Davis Highway north/south corridor is considered one of the most congested in the Pensacola area. FDOT has agreed to continue funding for this urban area corridor project, in an effort to increase mass transit service and further alleviate current traffic congestion. Funds are allocated to ECAT by FDOT from State Service Development Grant Funds. The supplemental JPA increases funds for the urban corridor for this current fiscal year.

BUDGETARY IMPACT:

No additional cost to the County results from this action. Projects funded by this JPA are included in the ECAT operation budget for FY 2011.

LEGAL CONSIDERATIONS/SIGN-OFF:

The resolution and JPA have been reviewed and approved as to legal form and sufficiency by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan – Mass Transit Element, and complies with the Board’s policy of providing safe, efficient, and comfortable mass transportation services to the citizens of Escambia County.

IMPLEMENTATION/COORDINATION:

The Community & Environment Bureau Community Affairs Branch and ECAT staff will continue to coordinate with FDOT personnel to complete all implementation requirements. All required documentation will be electronically filed by ECAT personnel.

Attachments

Resolution and Supplemental JPA No. 5

RESOLUTION NUMBER R2010-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING AN EFFECTIVE DATE

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by The Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and by the Federal Administration Act of 1964, as amended; and

WHEREAS, the Florida Department of Transportation has indicated a willingness to participate in Joint Participation Agreement 42027418401 providing \$277,176 in Urban Corridor funds for transit operating cost associated with ECAT's Urban Corridor Project on Davis Highway route included in the Escambia County mass transit operation budget for FY10/11.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

Section 1. That the whereas clauses are true and incorporated by reference herein.

Section 2. That the Board of County Commissioners approves the Supplemental Joint Participation Agreement 4202748401 between Florida Department of Transportation and Escambia County providing for Urban Corridor transit operating assistance and authorizes the Chairman to sign all required documents.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ____ DAY OF _____ 2010.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved _____

This document approved as to form
and legal sufficiency.

By: Kristin Thiel

Title: ACA

Date: 10/28/10

**PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 5**

Financial Project No.: <u>42027418401</u> <small>(Item-segment-phase-sequence)</small>	Fund: <u>DDR</u>	FLAIR Category: <u>088774</u>
Contract No.: <u>AON25</u>	Function: <u>680</u>	Object Code: <u>750013</u>
Catalog of Federal Domestic Assistance Number: _____	Federal No.: _____	Org. Code: <u>55032020329</u>
	DUNS No.: <u>80-939-7102</u>	Vendor No.: _____
	Catalog of State Financial Assistance Number: <u>55013</u>	

THIS AGREEMENT, made and entered into this 18th day of November, 2010,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter referred to as the Department, and Escambia County Board of County Commissioners
223 Palafox Place, Pensacola, Florida 32597
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 12th day of December, 2006,
entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended
hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
"A" for a total Department Share of \$1,202,176.00.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended
and supplemented as follows:

1.00 Project Description: The project description is amended
to continue to provide funding for the Urban Corridor project on Davis Highway in Escambia County.
Project description remains the same.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased by \$554,352.00
bringing the revised total cost of the project to \$ 3,123,020.00 .

Paragraph 4.00 of said Agreement is increased by \$277,176.00
bringing the Department's revised total cost of the project to \$ 1,202,176.00 .

3.00 Amended Exhibits:

Exhibit(s) B of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement December 31st ,2011 .

Financial Project No. 42027418401

Contract No. AON25

Agreement Date November 18 , 2010

Except as hereby modified, amended or changed, all other terms of said Agreement dated December 12th , 2006
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first
above written.

AGENCY

Escambia County Board of County Commissioners
AGENCY NAME

Kevin W. White
SIGNATORY (PRINTED OR TYPED)

SIGNATURE

Chairman
TITLE

FDOT

See attached Encumbrance Form for date of Funding
Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

TITLE

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: [Signature]

Date: 10/29/10

Financial Project No. 42027418401
Contract No. AON25
Agreement Date November 18 , 2010

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Escambia County Board of County Commissioners
223 Palafox Place, Pensacola, Florida 32597
dated November 18, 2010.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

To provide additional funding due to cost increases for the Urban Corridor project on Davis Highway. Project description remains the same.

I. Project Cost:	As Approved	As Amended	Net
	\$2,568,668.00	\$3,123,020.00	\$554,352.00
Total Project Cost	\$2,568,668.00	\$3,123,020.00	\$554,352.00
I. Fund	As Approved	As Amended	Net
Department:	\$925,000.00	\$1,202,176.00	\$277,176.00
Agency:	\$1,643,668.00	\$1,920,844.00	\$277,176.00
	\$0.00	\$0.00	\$0.00
Total Project Cost	\$2,568,668.00	\$3,123,020.00	\$554,352.00

Comments:

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 4.

County Administrator's Report

Date: 11/18/2010
Issue: Multi-Year Joint Participation Agreement (JPA) Notification of Funding No. 4 Additional, Providing FY 2011 Transit Block Grant Funding to ECAT
From: Sandra Jennings
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Multi-Year Joint Participation Agreement Notification of Funding #4 Additional, Providing Fiscal Year 2010-2011 Transit Block Grant Funding to Escambia County Area Transit - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board take the following action concerning Multi-Year Joint Participation Agreement (JPA) Notification of Funding #4 Additional, providing Fiscal Year 2011 Transit Block Grant funding to Escambia County Area Transit (ECAT):

A. Approve the Multi-Year JPA Notification of Funding #4 Additional, Project No. 41410118401, providing for Florida Department of Transportation (FDOT) participation, in the amount of \$16,231, of Fiscal Year 2011 funding to ECAT; and

B. Adopt the Resolution authorizing the application and acceptance of these funds; and

C. Authorize the Chairman to execute the Resolution, Multi-Year JPA, Notification of Funding #4 Additional, and all other required documents pertaining to this JPA, without further action of the Board.

[Funding: Fund 104, Mass Transit; No additional cost to the County]

BACKGROUND:

The JPA will provide mass transit operations funding for ECAT in FY 2011. Funds are allocated to mass transit systems by FDOT from State Transportation Block Grant Funds annually and must be accepted by the receiving agency. This notification of funding represents an addition to the \$704,329 that was approved by the Board on August 5, 2010. This additional funding will bring the total block grant to \$720,560.

BUDGETARY IMPACT:

No additional cost to the County results from this action. Projects funded by this JPA are included in the ECAT operation budget for FY 2011.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution and Notification of Funding have been reviewed and approved as to legal form and sufficiency by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan – Mass Transit Element, and complies with the Board’s policy of providing safe, efficient, and comfortable mass transportation services to the citizens of Escambia County.

IMPLEMENTATION/COORDINATION:

The Community & Environment Bureau Community Affairs Branch and ECAT staff will continue to coordinate with FDOT personnel to complete all requirements regarding the acceptance and use of these funds.

Attachments

Resolution and Multi-Year JPA Notification of Funding #4 Additional

RESOLUTION NUMBER R2010-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING AN EFFECTIVE DATE

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and expend funds pursuant to grant awards made by The Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and by the Federal Administration Act of 1964, as amended; and

WHEREAS, the Florida Department of Transportation has indicated a willingness to participate in Multi-Year Joint Participation Agreement #4 Additional 41410118401 providing \$16,231.00 in Block Grant funds for transit operating costs associated with the Escambia County mass transit operation budget for FY10/11.

NOW, THEREFORE BE IT RESOLVED BY ESCAMBIA COUNTY

Section 1. That the whereas clauses are true and incorporated by reference herein.

Section 2. That the Board of County Commissioners approves the Multi-Year Joint Participation Agreement #4 Additional 41410118401 between Florida Department of Transportation and Escambia County providing for Block Grant transit operating assistance and authorizes the Chairman to sign all required documents.

Section 3. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS _____ DAY OF _____ 2010.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BCC Approved _____

Deputy Clerk

This document approved as to form
and legal sufficiency.

By: _____

Title: _____

Date: _____

Justin Huel
ACA
11/1/10

MULTI-YEAR JOINT PARTICIPATION AGREEMENT NOTIFICATION OF FUNDING #4 Additional

In accordance with the terms of the Joint Participation Agreement between

Escambia County

(Agency)

and the Department, **Transit Block Grant Grant**

(Program or Project Type)

identified by project number **4141011 84 01, Contract #AOJ68**

(Contract# and/or Project #)

the Department will encumbered **\$16,231.00**

(\$ Amount)

for use during **your** fiscal year **10/1/010** through **9/30/11**

(Beginning)

(Ending)

Upon signature by your agency and receipt of this form by the Department, eligible project cost maybe incurred beginning on the first day of your fiscal year noted above.

DEPARTMENT REPRESENTATIVE

Kathy Rudd

Name Typed or Printed

Date

AGENCY REPRESENTATIVE

Name Typed or Printed

Signature

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency

By: _____

Title: _____

Date: _____

[Handwritten Signature]
[Handwritten Title: HCH]
[Handwritten Date: 10/29/10]



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 5.

County Administrator's Report

Date: 11/18/2010
Issue: Residential Rehab Grant Program 18 Cancellations of Liens
From: Sandra Prince Jennings, P.E., Bureau Chief
Organization: Comm & Env Neigh Redevelopment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant 18 Cancellations of Liens - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board ratify the following November 18, 2010, action of the Community Redevelopment Agency (CRA) concerning the Residential Rehab Grant Program:

A. Approving the following 18 Residential Rehab Grant Program Cancellations of Liens, since the Grant recipients have met their Grant requirements:

<u>Property Owner's Name</u>	<u>Property Address</u>	<u>Lien Amount</u>
Jamie L. Sherman	214 Northwest Gilliland Road	\$4,492
Kal Frances White	1240 Patton Drive	\$1,297
Janet Thomas	311 East Palmetto Avenue	\$4,300
Allison Shanahan	115 Southeast Gilliland Road	\$5,975
Jennifer M. Nunnally	206 Southeast Kalash Road	\$5,357
William H. McNeal and Faye A. McNeal	317 Chattman Street	\$2,730
Michael Langen	512 Chaseville Street	\$4,401
Manley P. George and Reta A. George	216 Bryant Road	\$2,651
John Gilkerson and Kelly Gilkerson	217 Bryant Road	\$3,112
Robert Clyde and Pamela Clyde	303 Southeast Kalash Road	\$5,940
Lynn B. Chidester	213 Southeast Baublits	\$2,240
Thomas G. Campbell and Betty Lou Campbell	6 Greve Road	\$704

Jessica Boyd	108 South 2nd Street	\$6,000
Ella M. Walker	1127 West Maxwell Street	\$1,044
Charles A. Swann and Toni E. Swann	502 Lakewood Road	\$5,404
John H. Blackwell and Deborah L. Blackwell	3245 Barrancas Avenue	\$5,362
Kent D. Lowman	3306 West La Rua Street	\$5,150.50
Steven M. Adamson and Jacqueline G. Adamson	1280 Mahogany Mill Road, Unit 12	\$1,413

and

B. Authorizing the Chairman to execute the Cancellation of Liens.

BACKGROUND:

On November 18, 2010, a CRA meeting was convened to consider approval of the 18 Cancellation of Liens. The above referenced property owners have satisfied the one-year compliance with the Grant program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved 18 Cancellation of Liens as to form and legal sufficiency.

PERSONNEL:

No additional personnel are required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board ratification approving the Residential Rehab Grant Program Cancellation of Liens.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Liens.

Attachments

Residential Rehab Grant Program 18 Cancellation of Liens

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$4,492, executed by Jamie L. Sherman and recorded in Official Record Book 6534 at pages 1008-1009, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: Justin Hall
Title: ACF
Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

7/23/09/CAB II-1

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Jamie L. Sherman

Address of Property
214 Northwest Gilliland Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-092-006

Total Amount of Lien

\$4,492

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009081637 12/01/2009 at 08:56 AM
OFF REC BK: 6534 PG: 1008 - 1009 Doc Type: L
RECORDING: \$18.50

Date: 7/23/2009 Verified By: CMitchell

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

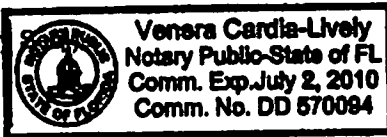
For Recipient:

Jamie L. Sherman
Jamie L. Sherman, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of June, 2009 by Jamie L. Sherman, Property Owner/He/She (☐) is personally known to me or (☒) has produced FL DL 3655 as identification.

(Notar



Venera Cardia-Lively
Signature of Notary Public

VENERA CARDIA-LIVELY
Printed Name of Notary Public

For: **Escambia County
Community Redevelopment Agency**

By: Marie Young
Marie Young, Chairman

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

By: Devin Harris
Deputy Clerk

This document approved as to form
and legal sufficiency

By: Kurt Huel
Title: Chief Clerk/Clerk
Date: 6/23/09

BCC APPROVED 07-23-09

Date Executed

7/23/09

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501
H:\NEDS\CRA\GRANTS\Grant Agreements\2009\residential rehab grant_Sherman 072309.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,297, executed by Kal Frances White and recorded in Official Record Book 6484 at pages 668-669, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: K. White

Title: HCA

Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

6/18/2009/CAR II-A(B)

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009047850 07/18/2009 at 03:06 PM
OFF REC BK: 6484 PG: 668 - 669 Doc Type: L
RECORDING: \$18.50

Lien Agreement

Applicant Name(s)
Kal Frances White

Address of Property
1240 Patton Drive
Pensacola, FL 32507

Property Reference No.
50-2S-30-5020-015-007

Total Amount of Lien

\$1,297

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: Mitchell

Date: 6/19/2009

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

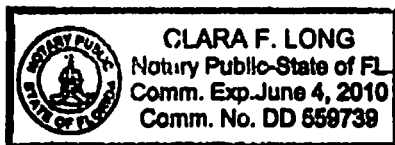
For Recipient:

Kal Frances White
Kal Frances White, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of May, 2009 by Kal Frances White, Property Owner. He/She (☐) is personally known to me or (☒) has produced Florida License as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Escambia County
Community Redevelopment Agency**

Date Executed

6/19/2009

By:

Marie Young
Marie Young, Chairman

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court



Deborah Casar
Deputy Clerk

This document approved as to form
and legal sufficiency:

By

Title

Date

Kristen Hickey
Notary Public
5/13/09

BCC APPROVED 06-19-2009

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501
H:\NESCRA\GRANTS\Grant Agreements\2009\residential rehab grant_White 061809.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$4,300, executed by Janet Thomas and recorded in Official Record Book 6502 at pages 544-545, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: _____
Title: _____
Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original
6/18/2009/CAR II 13(B)

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009060542 09/02/2009 at 08:42 AM
OFF REC BK: 6502 PG: 544 - 545 Doc Type: L
RECORDING: \$18.50

Lien Agreement

Applicant Name(s)
Janet Thomas

Address of Property
311 East Palmetto Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-7050-002-008

Total Amount of Lien

\$4,300

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 6/19/2009 Verified By: Mitchell

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

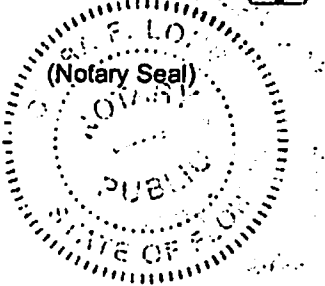
For Recipient:

Janet L. Thomas

Janet Thomas, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of May, 2009 by Janet Thomas, Property Owner. He/She (☒) is personally known to me or (☐) has produced FL Drivers License as identification.



Clara F. Long
Signature of Notary Public
CLARA F. LONG
Notary Public, State of Florida
Comm. Exp. June 4, 2010
Comm. No. DD 559739

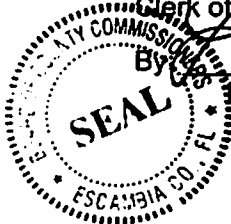
For: Escambia County
Community Redevelopment Agency

Date Executed

6/19/2009

By: Marie Young
Marie Young, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court



By: [Signature]
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Confidentially
Date: 5/13/09

BCC APPROVED 06-18-2009

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501
H:\NESD\CRA\GRANTS\Grant Agreements\2009\residential rehab grant_THOMAS 061809.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$5,975, executed by Allison Shanahan and recorded in Official Record Book 6509 at pages 1913-1914, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: Justin Hood

Title: ACA

Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

8/20/2009/CART-16

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)

Allison Shanahan

Address of Property

115 Southeast Gilliland Road
Pensacola, FL 32507

Property Reference No.

50-2S-30-6090-521-024

Total Amount of Lien

\$5,975

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009085488 09/23/2009 at 10:18 AM
OFF REC BK: 6509 PG: 1913 - 1914 Doc Type: L
RECORDING: \$18.50

Verified By: Mitchell

Date: 8/20/2009

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

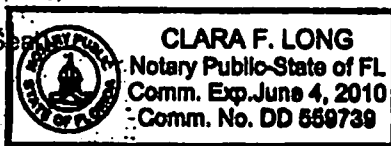
For Recipient:

Allison Shanahan
Allison Shanahan, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of July, 2009 by Allison Shanahan, Property Owner. He (She) () is personally known to me or () has produced Florida Drivers License as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: **Escambia County
Community Redevelopment Agency**

By:

Marie Young
Marie Young, Chairman

ATTEST:

ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk

This document approved as to form
and legal sufficiency

By

Title

Date

[Signature]
CLC
6/25/09

BCC APPROVED 08-20-2009

Date Executed

8/20/2009

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501
H:\NESC\CRA\GRANTS\Grant Agreements\2009\res rehab_Shanahan_115 Gillilan_082009.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$5,357**, executed by **Jennifer M. Nunnally** and recorded in Official Record Book **6499** at pages **1864-1865**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: **Ernie Lee Magaha**
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By:

Title:

Date:

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

6/13/2009/CARH-10(8)

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009058804 08/26/2009 at 12:15 PM
OFF REC BK: 6489 PG: 1864 - 1865 Doc Type: L
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Jennifer M. Nunnally

Address of Property
206 Southeast Kalash Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-415-019

Total Amount of Lien

\$5,357

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: C Mitchell
Date: 6/19/2009.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Jennifer M. Nunnally
Jennifer M. Nunnally, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of May, 2009 by Jennifer M. Nunnally, Property Owner. He/She/It is personally known to me or (☒) has produced Florida Driver License as identification.

(Notary Seal)

Clara Long
Signature of Notary Public
Notary Public, State of FL
Comm. No. DD 559739

Date Executed

6/19/2009

For: Escambia County
Community Redevelopment Agency

By:

Marie Young
Marie Young, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court



By: Ernie Lee Magaha
Deputy Clerk

This document approved as to form and legal sufficiency

By

Title

Date

Justin Hill
Notary Public
5/13/09

BCC APPROVED 06-18-2009

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501
H:\NESD\CRA\GRANTS\Grant Agreements\2009\residential rehab grant_Nunnally 061809.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$2,730, executed by William H. McNeal and Faye A. McNeal and recorded in Official Record Book 6478 at pages 548-549, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: 

Title: NCH

Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

5/21/2009/CAR II-6

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009043890 06/30/2009 at 04:07 PM
OFF REC BK: 6478 PG: 548 - 549 Doc Type: L
RECORDING: \$18.50

Lien Agreement

Applicant Name(s)
William H. McNeal and
Faye A. McNeal

Address of Property
317 Chattman Street
Pensacola, FL 32507

Property Reference No.
51-2S-30-7060-060-009

Total Amount of Lien

\$2,730

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *Orbua*

Date: *5/26/2009*

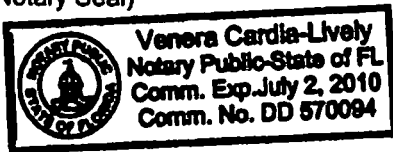
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient: William H. McNeal
William H. McNeal, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of April, 2009 by William H. McNeal, Property Owner. He/She () is personally known to me or (☒) has produced FL DL M254 as identification.

(Notary Seal)



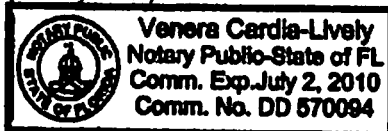
Venera Cardia-Lively
Signature of Notary Public
VENERA CARDIA-LIVELY
Printed Name of Notary Public

For Recipient: Faye A. McNeal
Faye A. McNeal, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of April, 2009 by Faye A. McNeal, Property Owner. He/She () is personally known to me or (☒) has produced FL DL M254 as identification.

(Notary Seal)



Venera Cardia-Lively
Signature of Notary Public
VENERA CARDIA-LIVELY
Printed Name of Notary Public

BCC APPROVED 05-21-2009

For: **Escambia County
Community Redevelopment Agency**

By: Marie Young
Marie Young, Chairman

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

By: Debra Harris
Deputy Clerk

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501

H:\NESD\CRA\GRANTS\Grant Agreements\2009\residential rehab grant_McNeal 052109.doc

This document approved as to form
and legal sufficiency

By: Kristin Hud
Title: Asst County Atty
Date: 3/25/09

Date Executed

5-21-2009

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$4,401, executed by Michael Langen and recorded in Official Record Book 6518 at pages 1191-1192, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: K. White
Title: ACH
Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

4/16/2009/CART II-9(B)

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Michael Langen

Address of Property
512 Chaseville Street
Pensacola, FL 32507

Property Reference No.
37-2S-30-1001-021-004

Total Amount of Lien

\$4,401

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009071107 10/15/2009 at 10:46 AM
OFF REC BK: 6518 PG: 1191 - 1192 Doc Type: L
RECORDING: \$18.50

Verified By: Mitchell

Date: 4/26/2009

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

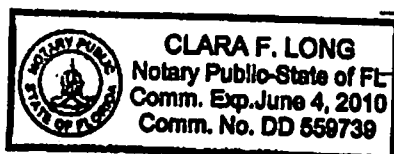
For Recipient:

Michael Langen
Michael Langen, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of March, 2009 by Michael Langen, owner of property. ~~He~~ She ☐ is personally known to me or ☒ has produced PL# 2525...1400 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

Date BCC Approved

4/16/2009

For: **Escambia County
Community Redevelopment Agency**

By:

Marie Young
Marie Young, Chairman

ATTEST:

ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk

Date Executed

4/16/2009

This document approved as to form
and legal sufficiency

By: Kristin Head

Title: Asst County Clerk

Date: 3/12/09

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501
H:\WESD\CRA\GRANTS\Grant Agreements\2009\residential rehab grant_Langen041609.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$2,651, executed by Manley P. George and Reta A. George and recorded in Official Record Book 6513 at pages 1010-1011, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: Kristin Head

Title: AGA

Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

8/20/2009/CAR II-12

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009087798 10/01/2009 at 02:17 PM
OFF REC BK: 6513 PG: 1010 - 1011 Doc Type: L
RECORDING: \$18.50

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)

Manley P. George and
Reta A. George

Address of Property

216 Bryant Road
Pensacola, FL 32507

Property Reference No.

50-2S-30-6090-239-012

Total Amount of Lien

\$2,651

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: C.M. L. C. H. E. L. L.
Date: 8/21/2009

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

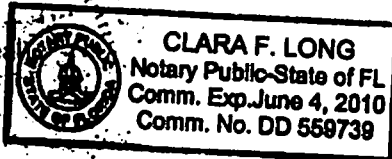
For Recipient:

Manley P. George
Manley P. George, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of July, 2009 by Manley P. George, Property Owner. He/She (☐) is personally known to me or (☒) has produced FL Drivers License as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

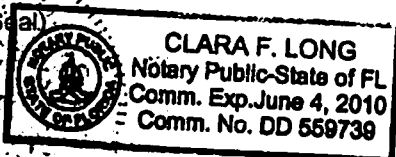
For Recipient:

Reta A. George
Reta A. George, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of July, 2009 by Reta A. George, Property Owner. He/She (☐) is personally known to me or (☒) has produced FL Drivers License as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: Escambia County
Community Redevelopment Agency

By:

Marie Young
Marie Young, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Devin Harris
Deputy Clerk

This document approved as to form
and legal sufficiency

By: Justin Huff

Title: ACH

Date: 7/16/09

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501
H:\NED\CRA\GRANTS\Grant Agreements\2009\res rehab grant_George_082009.doc

Date Executed

8/20/2009

BCC APPROVED 08-20-2009

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$3,112**, executed by **John Gilkerson and Kelly Gilkerson** and recorded in Official Record Book **6478** at pages **550-551**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: K. White
Title: ACA
Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original
5/21/2009/CAR II-5

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009043891 06/30/2009 at 04:07 PM
OFF REC BK: 6478 PG: 550 - 551 Doc Type: L
RECORDING: \$18.50

Lien Agreement

Applicant Name(s)
**John Gilkerson and
Kelly Gilkerson**

Address of Property
**217 Bryant Road
Pensacola, FL 32507**

Property Reference No.
50-2S-30-6090-251-013

Total Amount of Lien

\$3,112

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 5/26/2009 Verified By: D. Harris

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

John Gilkerson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of April, 2009 by John Gilkerson, Property Owner. He/She () is personally known to me or () has produced USUS Military as identification.

(Notary Seal)



Susan L. Linstead
Commission # DD520959
Expires February 21, 2010
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Signature of Notary Public

Susan L. Linstead
Printed Name of Notary Public

For Recipient:

Kelly Gilkerson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of April, 2009 by Kelly Gilkerson, Property Owner. He/She () is personally known to me or () has produced USUS Military as identification.

(Notary Seal)



Susan L. Linstead
Commission # DD520959
Expires February 21, 2010
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Signature of Notary Public

Susan L. Linstead
Printed Name of Notary Public

For: **Escambia County
Community Redevelopment Agency**

By: Marie Young
Marie Young, Chairman

BCC APPROVED 05-21-2009



ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501
H:\NESCRA\GRANTS\Grant Agreements\2009\residential rehab grant_Gilkerson 052109.doc

This document approved as to form and legal sufficiency.

By: Kristen Hill
Title: asst county atty
Date: 4/2/09

Date Executed

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$5,940, executed by Robert Clyde and Pamela Clyde and recorded in Official Record Book 6503 at pages 319-321, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: _____
Title: _____
Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

7/23/09/CAR II-2

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009081061 09/03/2009 at 02:13 PM
OFF REC BK: 6503 PG: 319 - 321 Doc Type: L
RECORDING: \$27.00

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
<u>Robert Clyde and Pamela Clyde</u>	<u>303 Southeast Kalash Road</u> <u>Pensacola, FL 32507</u>	<u>50-2S-30-6090-430-021</u>

Total Amount of Lien

\$5,940

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: C Mitchell

Date: 7/27/09

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

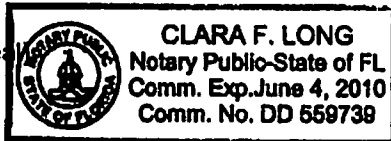
For Recipient:

Robert Clyde
Robert Clyde, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of June, 2009 by Robert Clyde, Property Owner. He/She (☐) is personally known to me or (☒) has produced FL Driver License as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

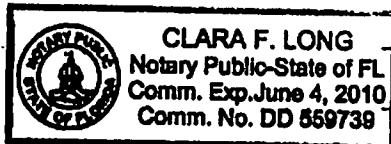
For Recipient:

Pamela Clyde
Pamela Clyde, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of June, 2009 by Pamela Clyde, Property Owner. He/She (☒) is personally known to me or (☒) has produced FL Driver License as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Escambia County
Community Redevelopment Agency**

By: Marie Young
Marie Young, Chairman

ATTEST:

ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Sorin Harris
Deputy Clerk

Date Executed

7/23/09

This document approved as to form and legal sufficiency

By: Justin McNeal
Title: Assistant Attorney
Date: 6/8/09

BCC APPROVED 07-23-09 Date

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501
H:\NESD\CRA\GRANTS\Grant Agreements\2009\residential rehab grant_Clyde 072309.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$2,240, executed by Lynn B. Chidester and recorded in Official Record Book 6484 at pages 666-667, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: Kethia
Title: ACA
Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

5/21/2009/CAR II-4

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2008047849 07/16/2009 at 03:06 PM
OFF REC BK: 6484 PG: 666 - 667 Doc Type: L
RECORDING: \$18.50

Lien Agreement

Applicant Name(s)
Lynn B. Childester

Address of Property
213 Southeast Baublits
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-365-018

Total Amount of Lien

\$2,240

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *Orkney*

Date: *5/26/2009*

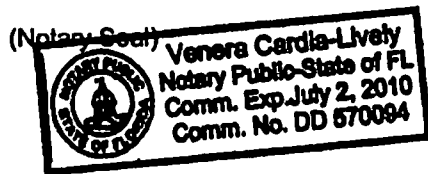
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Lynn B. Chidester
Lynn B. Chidester, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of April, 2009 by Lynn B. Chidester Property Owner. He/She (☐) is personally known to me or (☒) has produced FLSL C323 as identification.



Venera Cardia-Livety
Signature of Notary Public
Printed Name of Notary Public

For: Escambia County
Community Redevelopment Agency

By: Marie Young
Marie Young, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: David Harris
Deputy Clerk

This document approved as to form and legal sufficiency

By: Kristen Chidester
Title: Assistant County Attorney
Date: 3/25/09

BCCAPPROVED 05-21-2009

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501
H:\WESDI\CRA\GRANTS\Grant Agreements\2009\residential rehab grant_Chidester 052109.doc

Date Executed

5-21-2009

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$704, executed by Thomas G. Campbell and Betty Lou Campbell and recorded in Official Record Book 6484 at pages 664-665, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: K. White
Title: HCA
Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

5/21/2009 CAR II-17

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009047848 07/18/2009 at 03:06 PM
OFF REC BK: 6484 PG: 664 - 665 Doc Type: L
RECORDING: \$18.50

Lien Agreement

Applicant Name(s)
Thomas G. Campbell and
Betty Lou Campbell

Address of Property
6 Greve Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-305-015

Total Amount of Lien

\$704

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *Dr. [Signature]*

Date: 5/26/2009

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

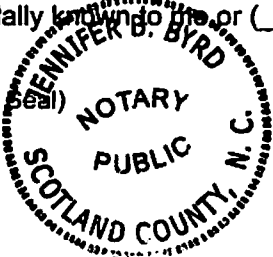
For Recipient:

Thomas G. Campbell
Thomas G. Campbell, Property Owner

STATE OF FLORIDA North Carolina
COUNTY OF ESCAMBIA Scotland

The foregoing instrument was acknowledged before me this 16th day of April, 2009 by Thomas G. Campbell, Property Owner. He/She () is personally known to me or (☒) has produced Florida DL as identification.

(Notary Seal)



Jennifer B. Byrd
Signature of Notary Public
Jennifer B. Byrd
Printed Name of Notary Public

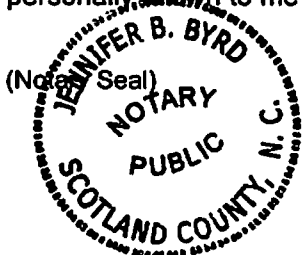
For Recipient:

Betty Lou Campbell
Betty Lou Campbell, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of April, 2009 by Betty Lou Campbell, Property Owner. He/She () is personally known to me or (☒) has produced Florida DL as identification.

(Notary Seal)



Jennifer B. Byrd
Signature of Notary Public
Jennifer B. Byrd
Printed Name of Notary Public

For: **Escambia County
Community Redevelopment Agency**

By:

Marie Young
Marie Young, Chairman

ATTEST:

ERNIE LEE MAGAHA
Clerk of the Circuit Court

By:

Debbie Harris
Deputy Clerk

This document approved as to form
and legal sufficiency

By:

Kristen Clark
Title Escambia County CRA
Date 4/14/09

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501

H:\WESDI\CRA\GRANTS\Grant Agreements\2009\residential rehab grant_Campbell 052109.doc

Date Executed

5-21-2009

BCC APPROVED 05-21-2009

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$6,000, executed by Jessica Boyd and recorded in Official Record Book 6539 at pages 881-882, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: Kristin Huel

Title: ACA

Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original
8/20/2009/CART-10

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009084700 12/10/2009 at 02:57 PM
OFF REC BK: 6639 PG: 881 - 882 Doc Type: L
RECORDING: \$18.50

Lien Agreement

Applicant Name(s)
Jessica Boyd

Address of Property
108 South 2nd Street
Pensacola, FL 32507

Property Reference No.
51-2S-30-7061-011-025

Total Amount of Lien

\$6,000

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 8/21/2009 Verified By: CM Mitchell

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

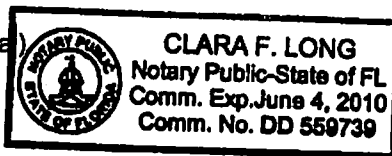
For Recipient:

Jessica Boyd
Jessica Boyd, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of July, 2009 by Jessica Boyd, Property Owner. He/She/It is personally known to me or (X) has produced License as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: Escambia County
Community Redevelopment Agency

Date Executed

8/20/2009

By:

Marie Young
Marie Young, Chairman

ATTEST:

ERNIE LEE MAGAHA
Clerk of the Circuit Court

By:

Ernie Lee Magaha
Deputy Clerk

This document approved as to form
and legal sufficiency

By:

Title

Date

Ernie Lee Magaha
ACA
7/16/09

BCC APPROVED 08-20-2009

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501
H:\NESD\CRA\GRANTS\Grant Agreements\2009\residential rehab grant_White 061809.doc

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,044, executed by Ella M. Walker and recorded in Official Record Book 6518 at pages 1189-1190, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: Kristin Hual

Title: #CH

Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original
9/17/2009 CAR II-17

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**
Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Ella M. Walker

Address of Property
1127 West Maxwell Street
Pensacola, FL 32507

Property Reference No.
17-2S-30-1600-531-053

Total Amount of Lien

\$1,044

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009071106 10/15/2009 at 10:48 AM
OFF REC BK: 6518 PG: 1189 - 1190 Doc Type: L
RECORDING: \$18.50

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

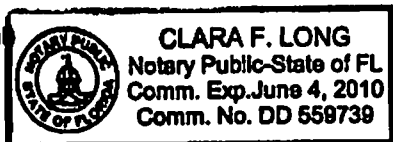
For Recipient:

Ella Mae Walker
Ella M. Walker, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of August, 2009 by Ella M. Walker, Property Owner. She ☐ is personally known to me or ☒ has produced FL license as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

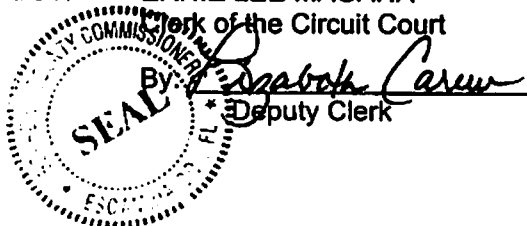
Date Executed

9/17/2009

For: **Escambia County**
Community Redevelopment Agency

By: Marie Young
Marie Young, Chairman

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court



This document approved as to form and legal sufficiency

By: Kristen Hual
Title: HCH
Date: 8/10/09

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501
H:\NESD\CRA\GRANTS\Grant Agreements\2009\res rehab grant_Walker 091709.doc

BCC APPROVED 09-17-2009

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$5,404, executed by Charles A. Swann and Toni E. Swann and recorded in Official Record Book 6518 at pages 1990-1991, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: Justin Hual
Title: ACA
Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

9/17/2009 CAG E-16

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Charles A. Swann and
Toni E. Swann

Address of Property
502 Lakewood Road
Pensacola, FL 32507

Property Reference No.
59-2S-30-1000-030-005

Total Amount of Lien

\$5,404

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009071297 10/15/2009 at 03:46 PM
OFF REC BK: 6518 PG: 1890 - 1891 Doc Type: L
RECORDING: \$18.50


Date: 9/27/2009 Verified By: *S. Coan*

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:
Charles A. Swann
Charles A. Swann, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of August, 2009 by Charles A. Swann, Property Owner. He ☐ is personally known to me or ☒ has produced FL License as identification.


(Notary Seal)  CLARA F. LONG
Notary Public-State of FL
Comm. Exp. June 4, 2010
Comm. No. DD 559739

Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For Recipient:
Toni E. Swann
Toni E. Swann, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of August, 2009 by Toni E. Swann, Property Owner. She ☐ is personally known to me or ☒ has produced FL License as identification.


(Notary Seal)  CLARA F. LONG
Notary Public-State of FL
Comm. Exp. June 4, 2010
Comm. No. DD 559739

Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Escambia County
Community Redevelopment Agency**

By: Marie Young
Marie Young, Chairman Date Executed 9/17/2009

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court


Ernie Lee Magaha
Deputy Clerk

This document approved as to form
and legal sufficiency

By: Kristi Chiles
Title Notary
Date 8/12/09

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501
H:\WESDI\CRA\GRANTS\Grant Agreements\2009\res rehab grant_Swann_091709.doc

BCC APPROVED 09-17-2009

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$5,362, executed by John H. Blackwell and Deborah L. Blackwell and recorded in Official Record Book 6539 at pages 883-884, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: Kristin Hual

Title: ACA

Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

8/20/2009 CAR II-9

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009084701 12/10/2009 at 02:57 PM
OFF REC BK: 6539 PG: 883 - 884 Doc Type: L
RECORDING: \$18.50

Lien Agreement

Applicant Name(s)
John H. Blackwell and
Deborah L. Blackwell

Address of Property
3245 Barrancas Avenue
Pensacola, FL 32507

Property Reference No.
59-2S-30-2300-002-010

Total Amount of Lien

\$5,362

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 8/21/2009 Verified By: CMilchev

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

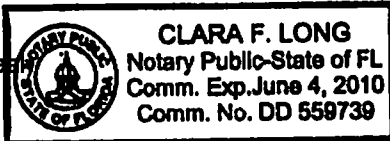
For Recipient:

John H. Blackwell
John H. Blackwell, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of June, 2009 by John H. Blackwell, Property Owner. He/She (☒) is personally known to me or (☒) has produced FLIC B424... 025-0 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

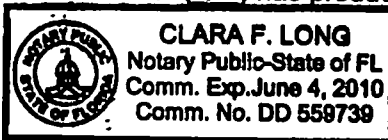
For Recipient:

Deborah L. Blackwell
Deborah L. Blackwell, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of June, 2009 by Deborah L. Blackwell, Property Owner. He/She (☒) is personally known to me or (☒) has produced FLIC B424... 621-0 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

For: Escambia County
Community Redevelopment Agency

By: Marie Young
Marie Young, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Joris Harris
Deputy Clerk

This document approved as to form
and legal sufficiency

By: [Signature]
Title: MCH
Date: 12/17/09

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501

H:\WESDCRA\GRANTS\Grant Agreements\2009\residential rehab grant - Blackwell 072309.doc

BCA APPROVED 08-20-2009

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$5,150.50, executed by Kent D. Lowman and recorded in Official Record Book 6492 at pages 640-641, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: K. Hual

Title: ACF

Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

5/21/2009/CAR-II-9

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2009053380 08/05/2009 at 02:24 PM
OFF REC BK: 6492 PG: 640 - 641 Doc Type: L
RECORDING: \$18.50

Lien Agreement

Applicant Name(s)
Kent D. Lowman

Address of Property
3306 West La Rua Street
Pensacola, FL 32505

Property Reference No.
33-2S-30-3302-007-001

Total Amount of Lien

\$5,150.50

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *Arthur*

Date: *5/26/2009*

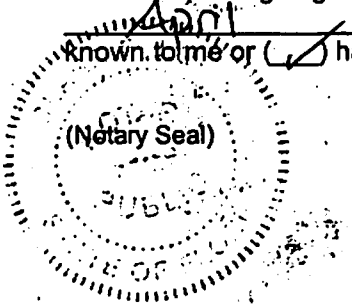
I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Kent D. Lowman
Kent D. Lowman, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of April, 2009 by Kent D. Lowman, Property Owner. (He) She () is personally known to me or () has produced FLC 1502, 251-0 as identification.



Clara Long
Signature of Notary Public
CLARA E. LONG
Notary Public, State of Florida
Comm. Exp. June 4, 2010
Comm. No. DD 559739

For: Escambia County
Community Redevelopment Agency

By: Marie Young
Marie Young, Chairman

ATTEST
ERNIE LEE MAGAHA
Clerk of the Circuit Court
By: Doris Harris
Deputy Clerk

This document approved as to form and legal sufficiency

By: Kristin dual
Title: Asst. County Clerk
Date: 3/25/09

BCC APPROVED 05-21-2009

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501
H:\NESCRA\GRANTS\Grant Agreements\2009\residential rehab grant_Lowman 052109.doc

Date Executed

5-21-2009

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$1,413, executed by Steven M. Adamson and Jacqueline G. Adamson and recorded in Official Record Book 6588 at pages 640-641, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: Kristin Hood
Title: ACA
Date: 10/21/10

Prepared by:
Clara Long, Redeveloper II
Community & Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

9/17/2009 CAR II-14

**Escambia County Community Redevelopment Agency
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhoods/Community Services Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)

**Steven M. Adamson and
Jacqueline G. Adamson**

Address of Property

**1280 Mahogany Mill Road
Unit 12
Pensacola, FL 32507**

Property Reference No.

59-2S-30-2020-000-012

Total Amount of Lien

\$1,413

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date of execution of this lien agreement. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date of execution of this lien agreement. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to execution of the lien agreement, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2010028405 05/05/2010 at 02:18 PM
OFF REC BK: 6588 PG: 640 - 641 Doc Type: L
RECORDING: \$18.50

Date: 9/22/2009 Verified By: S. Carver

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

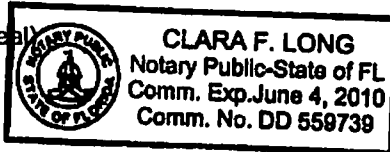
For Recipient:

Steven M. Adamson
Steven M. Adamson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of August, 2009 by Steven M. Adamson, Property Owner. He () is personally known to me or (☒) has produced FL license as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

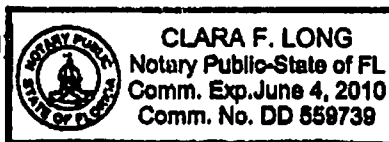
For Recipient:

Jacqueline G. Adamson
Jacqueline G. Adamson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of August, 2009 by Jacqueline G. Adamson, Property Owner. She () is personally known to me or (☒) has produced FL license as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

BCC APPROVED 09-17-2009

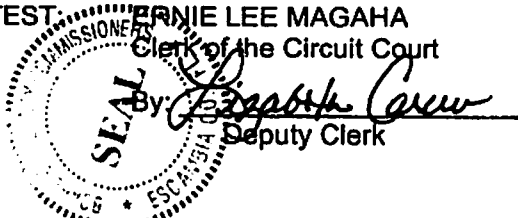
For: **Escambia County
Community Redevelopment Agency**

By: Marie Young
Marie Young, Chairman

Date Executed

9/17/2009

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court



By: Ernest Lee Magaha
Deputy Clerk

This document approved as to form
and legal sufficiency

By: Kristina

Title: ACH

Date: 8/16/09

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Neighborhoods/Community Services Bureau
1190 W. Leonard Street, Pensacola, FL 32501

H:\NESD\CRA\GRANTS\Grant Agreements\2009\residential rehab grant_White 061809.doc



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 6.

County Administrator's Report

Date: 11/18/2010
Issue: Residential Rehab Grant Funding and Lien Agreements for 4 Greve Court
From: Sandra Prince Jennings, P.E., Bureau Chief
Organization: Comm & Env Neigh Redevelopment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Funding and Lien Agreements for 4 Greve Court - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board ratify the following November 18, 2010, action of Escambia County, a political subdivision of the State of Florida, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 4 Greve Court:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Cynthia A. Vargas, owner of residential property located at 4 Greve Court, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$3,344, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements:

Install new storm windows and storm shutters; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

BACKGROUND:

On November 18, 2010, a CRA meeting was convened to consider approval of the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Cynthia A. Vargas. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, and Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Bureau/Community Redevelopment Agency (CEB/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CEB/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CEB/CRA monitors the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Grant Funding and Lien Agreements. Photo

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18th day of November 2010, by and between the Escambia County, a political subdivision of the State of Florida, acting in its capacity as the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Cynthia A. Vargas, (the "Recipient"), owner of property located at 4 Greve Court, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$3,344**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,344**, which shall be comprised of a cash contribution of **\$3,344**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18th** day of **November 2010**, and the Project shall be complete on or before the **18th** day of **February 2011** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

Cynthia A. Vargas
4 Greve Court
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form
and legal sufficiency.

By: Martin H. [Signature]
Title: ACA
Date: 10/7/10

For: **Board of County Commissioners of
Escambia County**

By: _____
Kevin W. White, Chairman

ATTEST: **Ernie Lee Magaha**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

BCC Approved: _____

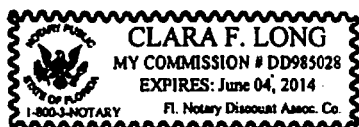
For Recipient:

Cynthia A. Vargas
Cynthia A. Vargas, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of October, 2010 by Cynthia A. Vargas, owner of property. He/She () is personally known to me or (☒) has produced FL ID # 1622... 879.0 as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: **Cynthia A. Vargas**
Property Address: **4 Greve Court, Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

Install new storm windows and storm shutters.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Cynthia A. Vargas

Address of Property
4 Greve Court
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-328-016

Total Amount of Lien

\$3,344

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

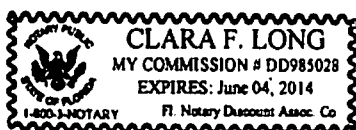
For Recipient:

Cynthia A. Vargas
Cynthia A. Vargas, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of October, 2010 by Cynthia A. Vargas, owner of property. He/She (☐) is personally known to me or (☒) has produced FLC 1622... 8th as identification.

(Notary Seal)



Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Kevin W. White, Chairman

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]

Title: ACF

Date: 10/7/10

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\NESC\CRA\GRANTS\Grant Agreements\2010\residential rehab grant_Vargas_ 112010.doc



Install new Storm Windows and Storm Shutters



4 Greve Court – Vargas



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 7.

County Administrator's Report

Date: 11/18/2010
Issue: Sign Grant Funding for 3107 Mobile Highway
From: Sandra Prince Jennings, P.E., Bureau Chief
Organization: Comm & Env Neigh Redevelopment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Sign Grant Funding for 3107 Mobile Highway - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board ratify the following November 18, 2010, action of Escambia County, a political subdivision of the State of Florida, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), concerning the Sign Grant Funding Agreement for the property located at 3107 Mobile Highway:

A. Approving the Sign Grant Program Funding Agreement between Escambia County CRA and Kim Rice, owner of commercial property located at 3107 Mobile Highway, Pensacola, Florida, in the Brownsville Redevelopment Area, in the amount of \$2,000, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the following improvements:

Install new wall signs; and

B. Authorizing the Chairman to sign the Funding Agreement and any related documents necessary to implement this Grant award.

BACKGROUND:

On November 18, 2010, a CRA meeting was convened to consider approval of the Sign Grant Program Funding Agreement between the Escambia County CRA and Kim Rice. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Brownsville TIF, Fund 151, Cost Center 220515, Object Code 58301, and/or NEFI 2008 CDBG, Fund 129, Cost Center 220563, Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Bureau/Community Redevelopment Agency (CEB/CRA) and NEFI staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CEB/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CEB/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Sign Grant Funding for 3107 Mobile Highway

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
SIGN GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18th day of November 2010, by and between the Escambia County, a political subdivision of the State of Florida, acting in its capacity as the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Kim Rice, (the "Recipient"), owner of commercial property located at 3107 Mobile Highway, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the **Sign Grant Program** (the "Program") to provide grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Sign Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$2,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,000**, which shall be comprised of a cash contribution of **\$2,000**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18th** day of **November 2010**, and the Project shall be complete on or before the **18th** day of **February 2011** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA,

including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Clara Long, RII, CRA
Community & Environment Bureau
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

Kim Rice
c/o Brownsville Thrift Shop
2616 Green Bay Avenue
Pensacola, FL 32526

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

This document approved as to form
and legal sufficiency.

By: [Signature]
Title: ACA
Date: 10/7/10

For: **Escambia County
Board of County Commissioners**

By: _____
Kevin W. White, Chairman

ATTEST: **Ernie Lee Magaha**
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

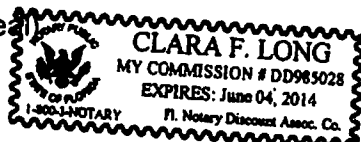
For Recipient:

[Signature]
Kim Rice, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of October 2010
by Kim Rice, owner of the property. He/She ☒ is personally known to me or ☐ has
produced FL Drivers License as identification.

(Notary Seal)



[Signature]
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

EXHIBIT I

SIGN GRANT PROJECT

Property Owner: **Kim Rice**
Property Address: **3107 Mobile Highway, Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

Install new wall signs.

This instrument prepared by:
Clara Long, Redeveloper II
Community and Environment Bureau
Community Redevelopment Agency
221 Palafox Place, Suite 305, Pensacola, FL 32502
H:\WESD\CRA\GRANTS\Grant Agreements\2010\Rice_SIGN_3107 Mobile Hwy_111810.doc





SIGN MATERIAL ALUMA CORE 120"x20" (17sqft)
VINYL LETTERING 16" TALL

This is a sample rendering only. Colors may not be exact as rendering.
All colors will be chosen by client from available swatches.
High Impact is not responsible for any permitting or installation as we are
a production company only. All orders will require 50% down and 50% upon
pick up, delivery, or shipment.

Proof accepted begin production

x _____

Print _____



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 8.

County Administrator's Report

Date: 11/18/2010
Issue: General Paving, Drainage and Resurfacing Pricing Agreement
From: Sandra Prince Jennings, P.E., Bureau Chief
Organization: Comm & Env Neigh Redevelopment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning General Paving, Drainage and Resurfacing Pricing Agreement, 2010 - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board authorize the issuance of Individual or Blanket Purchase Orders, per PD 07-08.134, General Paving, Drainage and Resurfacing Pricing Agreement, in accordance with Chapter 46 of the Escambia County Code of Ordinances, to the following list of contractors in Fiscal Year 2010/2011, to be issued for the Community & Environment Bureau/Community Redevelopment Agency, not to exceed \$750,000 in total:

APAC-Southeast, Inc.
Henry Haire Building and Development, Inc.
Gulf Atlantic Constructors, Inc.
Panhandle Grading & Paving, Inc.
Pensacola Concrete Construction Co.
Roads, Inc., of NWF
Starfish, Inc., of Alabama

[Funding Source: Community Redevelopment Agency Tax Increment Financing, Fund 151, Cost Centers 220515, 220516, 220517, 220519, 220520]

BACKGROUND:

This solicitation provides for small-scale paving, drainage and resurfacing projects up to \$350,000.00 with no more than the value of a project exceeding 10% in Balance of Line (BOL) items. This solicitation meets the intent of Florida Statutes relating to competitive sealed bids of road paving and resurfacing, drainage, and sidewalk installation while allowing for the expedition of award for such contracts.

BUDGETARY IMPACT:

Funding is available in Community Redevelopment Agency Fund 151, Cost Centers 220515, 220516, 220517, 220519, 220520.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration was required.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-64 requires Board approval of contracts of \$50,000 or greater.

IMPLEMENTATION/COORDINATION:

The Community & Environment Bureau/Community Redevelopment Agency, in cooperation with Public Works Bureau, shall perform the function of Contract Administration with the assistance of the Office of Purchasing for specific needs.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 9.

County Administrator's Report

Date: 11/18/2010
Issue: Fiscal Year 2010-2011 Blanket Purchase Order in Excess of \$50,000 for LFG Technologies, Inc.
From: Sandra Jennings
Organization: Community & Environment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Blanket and/or Individual Purchase Order for Fiscal Year 2010-2011, in Excess of \$50,000, for LFG Technologies, Inc. - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board approve the issuance of a blanket and/or individual Purchase Order, in excess of \$50,000, for the Fiscal Year 2010-2011, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided below, for LFG Technologies, Inc.

Solid Waste Management Division

Vendor/Contractor	Vendor Number	Purpose	Fund	Cost Center	Amount	Contract #
LFG Technologies, Inc.	120081	Other Contract Services	401	220602 (EEQ)	\$75,000	PD 07-08.111

BACKGROUND:

The issuance of this purchase order is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding for the aforementioned Purchase Order is available in Fund 401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Community & Environment Bureau - Solid Waste Management Division will work with Purchasing Division staff to prepare Purchase Order.

Community & Environment Bureau - Solid Waste Management Division coordinated this request with the Management and Budget Services Bureau/Purchasing Division.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 10.

County Administrator's Report

Date: 11/18/2010
Issue: Change Order to PO# 291405-5 to Cameron-Cole for 603 West Romana Street
From: Sandra Prince Jennings, P.E., Bureau Chief
Organization: Comm & Env Neigh Redevelopment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order to PO# 291405-5 to Cameron-Cole for 603 West Romana Street - Sandra P. Jennings, P.E., Community & Environment Bureau Chief

That the Board approve and authorize the County Administrator to execute the following Change Order for the operation and maintenance of the remediation system at the former Escambia County Mosquito Control Facility located at 603 West Romana Street:

Bureau:	Community & Environment Bureau
Division:	Community Redevelopment Agency
Type:	Addition
Amount:	\$18,829.22
Vendor:	Cameron-Cole
Project Name:	603 West Romana Street/Former Escambia County Mosquito Control Facility
Contract:	PD 06-07.038
PO No.:	291405
CO No.:	5
Original Award Amount:	\$ 59,218.82
Cumulative Amount of Change Orders through CO #5	<u>\$157,139.23</u>
New Contract Total:	<u>\$216,358.05</u>

[Funding Source: 2009 Community Development Block Grant (CDBG), Fund 129, Cost Centers 220410, Object Code 53101]

BACKGROUND:

On September 15, 2005, the City of Pensacola adopted a resolution designating 603 West Romana Street a Brownfield Area. The area is the Former Escambia County Mosquito and Rodent Control Facility. An initial environmental assessment in 1985 found pesticides, trace metals and petroleum contamination. In March 2006, the Board approved PD 03-04.053 to Cameron Cole, LLC, for Environmental Assessment activities that were completed in November 2008. In December 2007, Escambia County entered into a Brownfield Site Rehabilitation

Agreement (BSRA) with the Florida Department of Environmental Protection (FDEP). The County must now continue the cleanup process as directed in the BSRA.

BUDGETARY IMPACT:

Funds for this project will be provided through the Neighborhood Enterprise Foundation, Inc., 2009 CDBG, Fund 129, Cost Centers 220410, Object Code 53101.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal consideration necessary.

PERSONNEL:

There are no additional personnel impacts at this time.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board's policy and procedure for Purchasing.

IMPLEMENTATION/COORDINATION:

The Community & Environment Bureau/Community Redevelopment Agency (CEB/CRA) will handle all implementation tasks.

Attachments

Task Order & Cost Estimate



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

COMMUNITY & ENVIRONMENT BUREAU
221 Palafox Street
Pensacola, Florida 32502
Phone: 850.595-3217
Fax: 850.937.3218
www.myescambia.com

TASK ORDER FORM TASK ORDER – PD 06-07.038

603 W. ROMANA ST./FORMER MOSQUITO CONTROL FACILITY

1.0 Authorization

This task order is issued under approval of the Board of County Commissioners, Escambia County, Florida, October 27, 2010, and under the terms and conditions of Contract No. PD 06-07.038 603 W. Romana St. which was approved by the Board of County Commissioners on October 12, 2007. Cost Centers 220410 and Object Codes 53101 not to exceed \$ 18,829.22

2.0 Scope

Operation and Maintenance of Pilot Test Bio-Remediation System.

3.0 Schedule

The work authorized herein shall be completed within 365 calendar days of receipt of this task order.

4.0 Compensation

This Task Order is issued for a Lump Sum of \$18,829.22. Invoices may be submitted for monthly progress payments subject to the terms and conditions of PD 06-07.038.

5.0 Progress Meetings

The Consultant shall schedule progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss design and permitting issues.

Issued by:

Keith Wilkins

Keith Wilkins, Deputy Bureau Chief

10/27/10
Date

Accepted by:

John H. Cameron-Cole

Cameron-Cole

10/26/10
Date



Cameron-Cole

October 20, 2010

Mr. Glenn Griffith
Brownfields Coordinator
Escambia County Community Redevelopment Agency
Community & Neighborhood Services Bureau
221 South Palafox Street, Suite 305
Pensacola, Florida 32502

**RE: Continued Pilot Study System Operation, Maintenance & Monitoring
Former Escambia County Mosquito Control
603 West Romana Street
Pensacola, Florida
Brownfield Site ID No. 170502001**

Dear Mr. Griffith:

Cameron-Cole, LLC (Cameron-Cole) is pleased to provide the following proposed scope of services and cost estimate to conduct nine months of continued operation, maintenance, and monitoring for the pilot study remediation system at the above referenced facility. It is anticipated a full scale system will be installed during the first half of 2011, following regulatory review of the Remedial Action Plan (RAP) that is currently being developed. Continued operation of the pilot study system is recommended to monitor nutrient concentrations in accordance with the Underground Injection Control (UIC) Permit. In addition, deactivating the system for an extended period could result in an "upset" of the biological system, necessitating reinoculation of the in situ bioreactors (ISBRs). This proposal includes the estimated costs to conduct continued monthly system checks, quarterly compliance sampling and analysis associated with the UIC permit, and quarterly industrial derive waste (IDW) disposal. Estimated costs for disposal of purge water generated during collection of the quarterly sampling activities have also been included. Additional details regarding the proposed scope of services and estimated costs are presented below.

Monthly System Operation, Maintenance & Monitoring

Beginning in October 2010, Cameron-Cole personnel will mobilize to the site on a monthly basis for nine additional months during RAP implementation activities. The nutrient tank will be replenished and injection rates will be adjusted as necessary to optimize system performance.

creating sustainable success

200 E. Government Street, Suite 100, Pensacola, FL 32502 P. 850.434.1011 F. 850.434.2168

www.cameron-cole.com

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Quarterly Groundwater Sampling and Analysis

Quarterly groundwater samples will be collected from monitoring well MW-1, the three compliance wells, MW-8, MW-11, MW-12, and monitoring points MP-4 and MP-6 for laboratory analysis of nitrate/nitrite and ammonia. Estimated utility costs of \$100.00/month have been included.

Investigation Derived Waste Disposal

Collection of the groundwater samples, including quarterly UIC compliance samples, will result in generation of IDW that must be properly handled and disposed off-site. Three waste pick-up events have been specified. Approximately six 55-gallon drums of contaminated groundwater and personal protection equipment (PPE) are anticipated to be produced during the 9-month monitoring period. Please note the volume of IDW that will be generated is a best estimate and actual disposal costs will likely vary slightly. Cameron-Cole will coordinate with the County as necessary to arrange for periodic pick-up by an approved waste transporter and obtain the required signatures. Cameron-Cole personnel will also meet on-site with the approved waste disposal subcontractor and representatives of Escambia County during the scheduled pick-up.

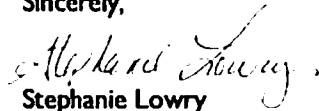
Project Management and Reporting

Cameron-Cole will prepare quarterly interim status reports that will include the pilot system performance summary and tabulated field and analytical data. Regulatory submittal of the interim status reports is not anticipated. Copies of the laboratory analytical reports and, if available, waste disposal manifests, will be appended.

The above scope of services is based upon Cameron-Cole's best understanding of the work to be performed. Contingent costs and tasks outside our standard courtesy responses such as additional meetings with clients, attorneys, insurance companies, etc.; lengthy follow-up discussions; major revisions to reports; or confirmation letters to outside parties will be billed on a time and materials basis in accordance with the current Cameron-Cole hourly rate schedule. Subcontract items will be billed at cost plus 10%.

Cameron-Cole will perform the work on a lump sum basis in accordance with the terms and conditions specified in Master Services Agreement PD 06-07.038 between Escambia County, Florida and Cameron-Cole for Professional Consulting Services for the Escambia County Brownfields Program, executed April 9, 2008 and the attached rate schedule. We are prepared to initiate the work upon receipt of a Purchase Order, Task Order, and Notice to Proceed. Cameron-Cole appreciates the opportunity to provide our services. Should you have any questions, please feel free to contact our office at (850) 434-1011.

Sincerely,


Stephanie Lowry
Environmental Scientist II


John H. Bondurant
Managing Partner

Attachment



Cameron-Cole

Project Budget
Former Escambia County Mosquito Control
Pilot Study System Operation, Monitoring, & Maintenance

Monthly System Operation, Monitoring, and Maintenance

Make system adjustments and replenish nutrient tank (October and November 2010 and January, February, April, and May 2011).

Monthly O&M Site Visits @ \$640.00/each.....\$ 3,840.00

Quarterly Groundwater Sampling and Analysis

Collect and analyze groundwater samples from six wells plus conduct monthly O&M activities (December 2010 and March and June 2011).

Quarterly Sampling Event @ \$2,028.50/each.....\$ 6,085.50

Investigative Derived Waste Disposal (Costs are based on the approximate number of drums needed)

Coordinate with client and subcontractor; schedule pick-up; meet on-site to obtain necessary signatures and assist with loading drummed waste

Investigation Derived Waste Disposal @ \$2,785.10/event.....\$ 8,355.30

Subtotal.....\$ 18,280.80

Indirects @ 3%.....\$ 548.42

Total Estimated Cost.....\$ 18,829.22

creating sustainable success

200 E. Government Street, Suite 100, Pensacola, FL 32502 P. 850.434.1011 F. 850.434.2168

www.cameron-cole.com

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BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 11.

County Administrator's Report

Date: 11/18/2010
Issue: Memorandum of Understanding (MOU) with ATU for 2% Raise Clarification
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Clarification of the Memorandum of Understanding (MOU) with the ATU for a 2% Cost of Living Adjustment (COLA) - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board take the following action:

A. Clarify its intent to give a 2% cost-of-living adjustment to any member of the Amalgamated Transit Union (ATU) Local 1395 bargaining unit, currently employed by the Escambia County Board of County Commissioners, who has not previously received a COLA since October 1, 2008, and specifically authorize the 2% COLA to current members of the bargaining unit who have received a promotion during that time frame.

B. Approve the Memorandum of Understanding Article 12, Salaries (clarification) with the ATU bargaining unit.

BACKGROUND:

On September 16, 2010 the Board approved the attached MOU with the Amalgamated Transit Union Local 1395. This agreement granted a 2% pay raise to current and former members of this bargaining unit who are still active employees of the BCC. A question has arisen about whether or not the 2% pay increase should apply to employees in the bargaining unit who have been promoted since October 1, 2008 and were therefore given a pay adjustment commiserate with their new job and Human Resources' policies.

The 2% pay raise was intended as a cost-of-living adjustment to all current and former bargaining unit members (still employed by the BCC) who did not receive the last COLA awarded in 2008 and therefore was not intended to conflict or supplant a raise received from a promotion.

BUDGETARY IMPACT:

The overall cost of the 2% COLA was about \$210,000 and was included in the FY 10/11 budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This recommendation will allow a 2% COLA to all bargaining unit members currently employed by the BCC who have not received a COLA since October 1, 2008.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

ATU MOU

MOU Clarification of Salaries 11-18-10

MEMORANDUM OF UNDERSTANDING

ARTICLE 12

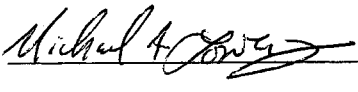
SALARIES

WHEREAS, the Board of County Commissioners for Escambia County ("ECBCC"), Florida and the Amalgamated Transit Union Local #1395 ("ATU") are parties to a Collective Bargaining Agreement.

WHEREAS, the Parties have agreed to the following salary increase for the fiscal year 2010-2011, to be effective October 1, 2010:

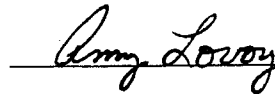
All current and former ATU bargaining unit employees as defined by Representation Certification Order No. 1332 (attached) (excluding retirees and former employees no longer employed with ECBCC) who have not received a salary increase of two percent (2%) or more since October 1, 2008, will be given a two percent (2%) wage increase effective October 1, 2010.

The ECBCC agrees that it will not increase medical costs associated with Blue Cross Blue Shield ("BCBS") to ATU bargaining unit members and will absorb any BCBS medical costs for the fiscal year 2010-2011.

 9/1/10

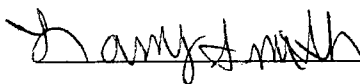
Michael A. Lowery Date

President/Business Agent ATU # 1395

 7/26/10

Amy Lovoy Date

Chief, Management & Budget Services Bureau

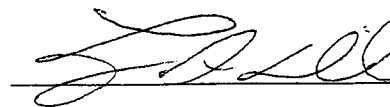
 9-1-10

ATU # 1395 Witness Date

ATU # 1395 Witness Date

 7/26/10

ECBCC Witness Date

 7/26/10

ECBCC Witness Date

MEMORANDUM OF UNDERSTANDING
Article 12
Salaries (Clarification)

WHEREAS the Board of County Commissioners for Escambia County, Florida and the Amalgamated Transit Union Local #1395 are parties to a Collective Bargaining Agreement.

WHEREAS both parties have previously ratified an agreement on Salaries for FY 2011, for the benefit of the Escambia County Clerk of Court, this clarification is in order and shall amend the agreement which was ratified by the BCC on 9/16/10 to read as follows:

“WHEREAS the Parties have agreed to the following salary increase for the fiscal year 2010-2011, to be effective October 1, 2010:

“All current and former ATU bargaining unit employees as defined by the Public Employee Relations Commission Order Modifying Certification Order No. 1332, issued June 1, 2010 (excluding any former ATU employee no longer employed with the ECBCC) shall receive a salary increase of two percent (2%) effective on October 1, 2010. Eligibility for this increase shall include any ATU employee who promoted within the ATU.

The ECBCC agrees that it will not increase medical costs associated with Blue Cross Blue Shield (BCBS) to ATU bargaining unit members and will absorb any BCBS medical costs for the fiscal year 2010/2011.”

Michael A. Lowery
President/Business Agent
ATU #1395

Date

Amy Lovoy
Chief, Mgmt & Budget
Services Bureau

Date

ATU #1395 Witness

Date

BCC Witness

Date

ATU #1395 Witness

Date

BCC Witness

Date



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 12.

County Administrator's Report

Date: 11/18/2010
Issue: Surplus and Sale of Real Property located at 2618 North Guillemard Street
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of real property located at 2618 North Guillemard Street - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board That the Board take the following action concerning the surplus and sale of real property located at 2618 North Guillemard Street:

A. Declare surplus the Board's real property, Account Number 13-2377-000, Reference Number 00-0S-00-9010-040-151;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$49,376, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

C. Authorize the Chairman to sign all documents related to the sale.

BACKGROUND:

Escambia County acquired this property through Tax Deed in June 2010. The current assessed value is \$49,376. The County has no need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will handle the closing. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

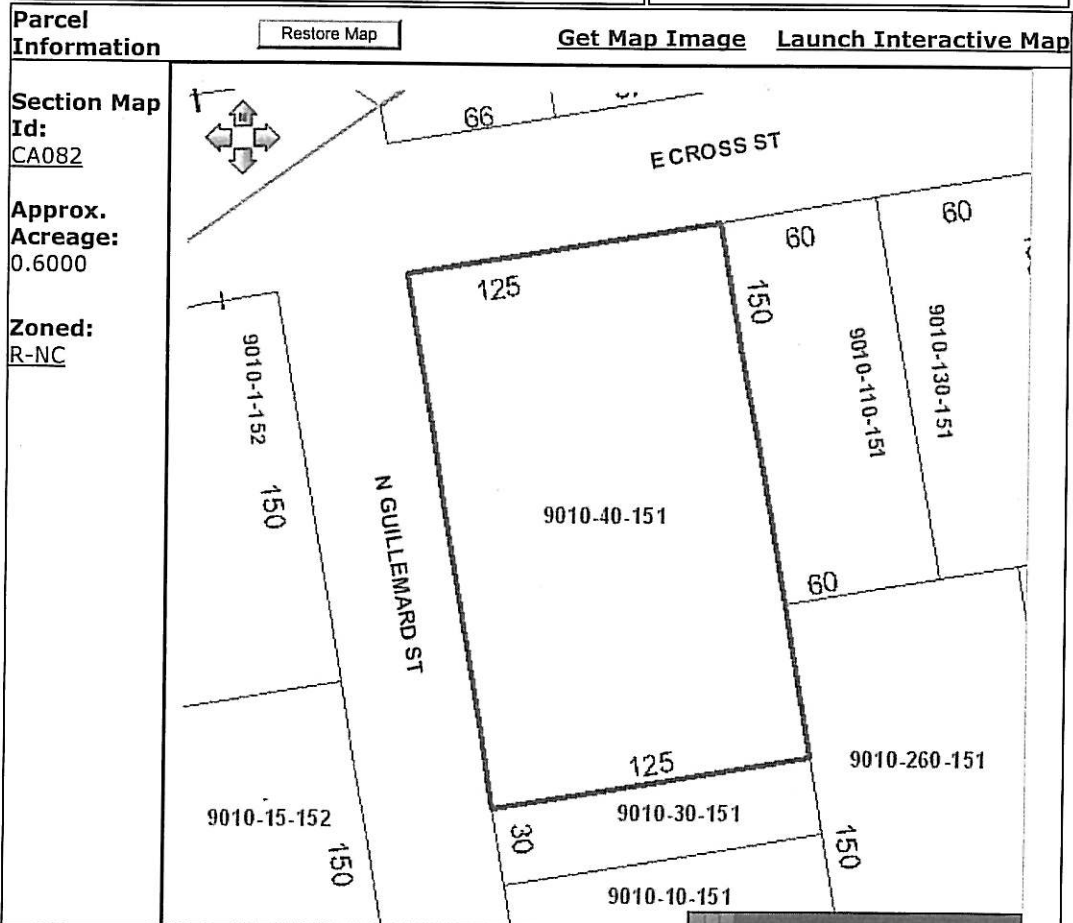
Attachments

[2618 North Guillemard St.pdf](#)

[Back](#)**Source: Escambia County Property Appraiser**[Restore Full Page Version](#)

General Information		2010 Certified Roll Assessment	
Reference:	000S009010040151	Improvements:	\$0
Account:	132377000	Land:	\$49,376
Owners:	GRIER EDWINA T GRIER RAYMOND EST OF	Total:	\$49,376
Mail:	1459 PEBBLE RIDGE LN HAMPTON, GA 30228	Save Our Homes:	\$0
Situs:	2618 N GUILLEMARD ST	Disclaimer	
Use Code:	VACANT RESIDENTIAL	Amendment 1 Calculations	
Taxing Authority:	PENSACOLA CITY LIMITS		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data		2010 Certified Roll Exemptions	
Sale Date	Book Page Value Type	Official Records (New Window)	Legal Description
02/2005	5571 1830 \$100 CJ	View Instr	1/3 INT EACH LTS 4 TO 10 BEL BLK 151 BELMONT TRACT OR 5571 P 1830...
06/1981	1555 5 \$100 WD	View Instr	
01/1968	420 802 \$35,000 WD	View Instr	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		Extra Features	
		None	



Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
000S009010040151 - Full Legal Description

LTS 4 TO 10 BEL BLK 151 BELMONT TRACT OR 6644 P 145 CA 82



Chris Jones
Escambia County
Property Appraiser

PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.

☒ Use numeric selection labels
☐ Download Selection Data (1 row)

Record Search

Reference: 00-0S-00-9010-040-151
Account: 13-2377-000
Section Map: CA082
Situs: 2618 N GUILLEMARD ST
Subdivision: BELMONT TRACT
Owner: GRIER EDWINA T
Mailing Address: 1459 PEBBLE RIDGE LN
HAMPTON, GA 30228
Last Sale: 2/2005, \$100
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.6000
Building Count: 0
Total Heated Area: 0
Zoned: R-NC

☐ Print Tool
☐ Copy Map Image



☐ Include radius in selection (5280 ft max)

Radius is used only with single parcel selection

Lookup Options:
☐ Auto Select
Reference Nbr
Lookup Results

Search

Ex: 012N3344444555666

CORRECTIVE DEED (ESCHEATED)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Ernie Lee Magaha, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

THIS IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION AS PREVIOUSLY RECORDED IN OR BOOK 6601 AND
PAGE 1480 AND OR BOOK 6601 AND PAGE 0081.

WHEREAS, Tax Certification No. 11623 was issued on June 1, 2001, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 4th day of June, 2007, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;


NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners Escambia County, Florida 221 Palafox Place Ste 110, Pensacola, Florida, 32501, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

LTS 4 TO 10 BEL BLK 151 BELMONT TRACT OR 420 P 802 OR 1555 P 5 OR 5571 P 1830 CA 82


SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST
REFERENCE NUMBER 0009009010040151
TAX ACCOUNT NUMBER 132377000

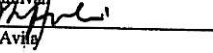
Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 5th day of October, 2010.


ERNIE LEE MAGAHA,
Clerk of the Circuit Court
Escambia County, Florida

WITNESSES:


Heather Sullivan


Maryline Avila

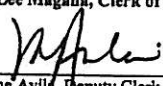


State of Florida
County of Escambia

Before me, the undersigned, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of October, 2010.

Ernie Lee Magaha, Clerk of the Circuit
Court


Maryline Avila, Deputy Clerk





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 13.

County Administrator's Report

Date: 11/18/2010
Issue: Solid Waste Container Price Adjustment, PD 07-08.040
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Solid Waste Container Price Adjustment, PD 07-08.040 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board authorize a 5 percent price adjustment to Contract PD 07-08.040, Solid Waste Container, with an effective date of October 1, 2010, as requested by the County Administrator's designee, David W. Wheeler, CFM, Public Works Deputy Bureau Chief. [Funding: Fund 001, General Fund, Cost Center 210602, Object Code 54301]

BACKGROUND:

The County Administrator's designee received a request from Titan Waste for a 5% increase effective October 1, 2010. Contract documents state that the vendor may request a price adjustment through written justification attesting that the request is a bonafide cost increase to the vendor. It has been verified that Solid Waste Management has increased disposal rates by 8.2 percent on October 1, 2010.

BUDGETARY IMPACT:

Funding: Fund 001 General Fund, Cost Center 210602, Object Code 54301

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County, FL Code of Ordinances, 1999 Chapter 46, Article II, Division 3.

IMPLEMENTATION/COORDINATION:

Upon receipt of Board approval, the Contract Administrator shall notify the Contractor, Titan Waste of said approval.

Attachments

Increase Request

Titan Waste

**PO BOX 793
MILTON, FL 32572
850-894-1488**

**David Wheeler, C.F.M.
Deputy Bureau Chief
100 E. Blount St.
Pensacola, FL 32597**

September 16, 2010

**RE: Request for increase for Solid Waste Container Service reference
PD 07-08.040**


**Please consider and accept this request for an increase of 5.0 % for the
contract for the fiscal year from October 1, 2010 thru September 30, 2011.**

**We are requesting the increase due to the 8.2 % increase of disposal rates on
October 1, 2008, an additional 8.2 % increase effective October 1, 2009 and
an increase in disposal rates again by 9.2% on October 1, 2010.**

**We realize budgets are limited but feel this is a justified and fair request.
Please recommend the increase for approval for the 2010 – 2011 fiscal year.**

Thank you in advance for your consideration.

Respectfully,


**Larry Pellegrino
Vice President
Titan Waste**

Increase of Rates and Fees Effective October 1, 2010

PER RESOLUTION NO. R2007 - 190
ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS

Schedule of Rates and Fees Effective October 1, 2010

(a) Disposal Rates

Solid Waste:

\$ 39.28 per ton

\$ 10.14 minimum

Yard Trash:

\$ 24.08 per ton

\$ 10.14 minimum

Oak Grove Citizens Convenience Center rate:

\$ 7.86 per cubic yard

\$ 10.14 minimum

(Cubic yardage of load is determined by measuring load.)

Waste tires:

\$ 171.01 per ton

Mixed loads containing tires will be charged:

\$ 3.81 per car and light truck tires

\$ 7.61 per tire larger than car and light truck tires

Clean fill, dirt, and clean concrete:

No Fee

(Clean concrete means no rebar and no welded wire fabric.)

Uncovered load fee:

\$ 31.67 per commercial load

(Applicable to all landfill customers.)

\$ 6.33 per individual citizen's load

Reference Chapter 82 Code of Ordinances, §316.520 FS and 49 CFR 393.100

Special Handling Rates

Asbestos:

\$ 205.21 per ton

Special waste:

\$ 82.34 per ton

(All special waste requires review, approval, and scheduling by Solid Waste Management staff prior to acceptance.)

Fees for Service

Fees may be assessed for services

Load ejection assistance:

\$ 102.62 per hour, \$ 205.22 minimum

(Requiring the use of heavy equipment.)



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 14.

County Administrator's Report

Date: 11/18/2010
Issue: Signal Response Maintenance and Construction
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Signal Response Maintenance and Construction - Amy Lovoy,
Management and Budget Services Bureau Chief

That the Board award an Indefinite Quantity, Indefinite Delivery Term Contract, PD 09-10.090, Signal Response Maintenance and Construction, to Ingram Signalization, Inc., effective November 1, 2010, ending September 30, 2013, for an annual amount of up to \$500,000.

[Funding: Transportation Trust Fund 175, Cost Center 110303, Object Code 54601, \$500,000]

BACKGROUND:

Bids were received from 1 contractor on October 20, 2010. Ingram Signalization, Inc. was the sole submitter as well as the previous awardee for these services.

BUDGETARY IMPACT:

Funding: Transportation Trust Fund 175, Cost Center 110303, Object Code 54601, \$500,000

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Standard Solicitation, Offer and Award Form will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Escambia County Florida Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify Transportation and Traffic Operations that they may issue a Notice to Proceed to Ingram Signalization, Inc.

Attachments

Bid Tabulation

REGISTER OF BIDDERS

BID REGISTER		DESCRIPTION: Signal Response Maintenance and Construction BID # PD 09-10.090					
Bid Opening Time: 3:00 pm CDT Bid Opening Date: 10/20/2010 Bid Opening Location: Rm. 11.407	Solicitation Offer & Award Form	Bid Bond or Check	Bid Form	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Sworn Statement Pursuant to Sec 287.133 FL Statutes	Total Bid
NAME OF BIDDER							
Ingram Signalization, Inc.	X	X	X	X	X	X	\$1,419,064.25
BIDS OPENED BY:	Bob Dennis, MABA, CPPB, Purchasing Specialist						DATE: 10/20/2010
BIDS TABULATED BY:	Lori Kistler, SOSA						DATE: 10/20/2010
BIDS WITNESSED BY:	Lori Kistler, SOSA						DATE: 10/20/2010

CAR
DATE 11/18/2010

BOCC
DATE 11/18/2010

The Purchasing Manager/Designee recommends to the BCC: To award an Indefinite Quantity, Indefinite Delivery Contract to Ingram Signalization, Inc. for an amount up to \$500,000.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted: 10/26/2010 @ 10:45 a.m. CDT

BD/ik



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 15.

County Administrator's Report

Date: 11/18/2010
Issue: Supplemental Budget Amendment #041 – Urban and Community Forestry Grant
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #41 - Amy Lovoy, Management & Budget Services Bureau

That the Board adopt the Resolution approving Supplemental Budget Amendment #41, Other Grants and Projects Fund (110), in the amount of \$10,000, to recognize proceeds from the Florida Department of Agriculture and Consumer Services, Division of Forestry and to appropriate the funds for the use of planting native canopy trees and the removal of hazardous trees in two Escambia County Parks.

BACKGROUND:

Urban forests play a vital role in the health and well being of Florida's citizens and communities. Per the Land Development Code, the County values urban trees "for the conservation of energy through the shading of buildings, for enhancing the aesthetic and natural conditions of the county."

Escambia County has requested Urban and Community Forest Grant funding from the Florida Department of Agriculture and Consumer Services, Division of Forestry. The adoption of this Resolution is required to be eligible for funding from the Urban and Community Forest Grant.

BUDGETARY IMPACT:

This supplemental budget amendment will increase Fund 110 by \$10,000. The Grant requires a \$10,000 match which will be provided from Escambia County Restricted Fund (101), Tree Restoration Funding and/or the Tree Mitigation Funding.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Urban and Community Forestry Grant SBA#41

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2010-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the County has received a grant from the Florida Department of Agriculture and Consumer Services, Division of Forestry, for the Urban and Community Forestry Grant, and these funds must be recognized and appropriated in the current year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

<u>Other Grants & Projects</u> Fund Name	<u>110</u> Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Urban and Community Forestry Grant	110	334341	10,000
Total			\$10,000

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	110/221011	55201	10,000
Total			\$10,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

**BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

Deputy Clerk

Kevin W. White, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#041



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 16.

County Administrator's Report

Date: 11/18/2010
Issue: SBA#040 - Sheriff Law Enforcement Grants
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #40 - Amy Lovoy, Management & Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #40, Other Grants & Projects Fund (110), in the amount of \$3,929,518, to recognize Grant funds from the United States Department of Justice and to appropriate these funds for law enforcement related activities for the Courts and Sheriff in Escambia County for Fiscal Year 2010-11.

BACKGROUND:

The US Department of Justice has provided various grants to the Escambia Sheriff's Office and Courts for law enforcement activities in FY2009/10 and FY2010-11. These funds are intended to enhance the drug court programs and provide additional funding for crime prevention activities.

The COPS Grant is a 3 year grant intended to be used to hire approximately 20 new deputies at the Escambia County Sheriff's Department, the original grant amount was \$3,344,620. The anticipated cost to the county to keep those 20 newly hired deputies at the end of the three year period is an estimated cost of \$1,197,200 which would equate to an estimated .8066 mills based on the certification of taxable values used to create the Fiscal 2010/11 Budget.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$3,929,518.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

011sa040

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2010-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, The Escambia County Sheriff's Office has received multiple Grants for Law Enforcement activities in the County, and these revenues must be recognized and appropriated in the 2010/2011 fiscal year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

Other Grants & Projects	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
FY10 Bullet Proof Grant	110	331208	\$41,977
2010-DJ-BX1487 (JAG)	110	3312xx	198,300
Cops Hiring Grant #2009-RJWX-0028	110	331252	2,681,102
2010-ARRC-ESCA-4-W7-005	110	331258	62,543
Stimulus Grant#2009-SB-B9-2630	110	331254	606,710
Justice Assistance 2009-DJ-BX-1286	110	331250	202,802
Drug Court Joint Agency Grant	110	331823	\$54,993
Gang Prosecution Joint Agency	110	331824	\$81,091
Total			\$3,929,518

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Aids to Governmental Agencies	110/540152	58101	\$41,977
Aids to Governmental Agencies	110/5401xx	58101	198,300
Aids to Governmental Agencies	110/540185	58101	2,681,102
Aids to Governmental Agencies	110/540183	58101	202,802
Aids to Governmental Agencies	110/540187	58101	304,541
Aids to Governmental Agencies	110/410569	58101	54,993
Aids to Governmental Agencies	110/410314	58101	81,091
Aids to Governmental Agencies	110/540158	58101	62,543
Aids to Governmental Agencies	110/540188	58101	302,169
Total			\$3,929,518

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

**BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

Kevin W. White, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#40



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 17.

County Administrator's Report

Date: 11/18/2010
Issue: Supplemental Budget Amendment #43 – EMS County Award Grant
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #43 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #43, Other Grants and Projects Fund (110), in the amount of \$9,414, to recognize proceeds from an Emergency Medical Services (EMS) County Award Grant and to appropriate these funds for the purchase of medical supplies.

BACKGROUND:

The Escambia County Public Safety Bureau received grant proceeds from an EMS County Award grant during the previous fiscal year. Not all grant funds have been spent, so the remaining balance needs to be rebudgeted in the current fiscal year.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$9,414.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

sba43

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2010-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded an EMS County grant by the Florida Department of Health, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

Other Grants & Projects	110		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
EMS County Award C9017	110	334221	\$9,414
Total			\$9,414

		Account Code/ Project Number	Amount
Appropriations Title	Fund Number/Cost Center		
Operating Supplies	110/330318	55201	\$7,914
Intangible Assets	110/330318	56801	\$1,500
Total			\$9,414

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

**BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

Kevin W. White, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
43



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 18.

County Administrator's Report

Date: 11/18/2010
Issue: Authorize release of two liens and an old governmental foreclosure judgment for Pensacola Habitat for Humanity in their purchase of property at 1000 B
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorizing the Release of Two Liens and an Old Governmental Foreclosure Judgment for Pensacola Habitat for Humanity, Inc., in their Purchase of Property in the 1000 Block of West Yonge Street – Amy Lovoy, Management and Budget Services Bureau Chief
That the Board take the following action to assist Pensacola Habitat for Humanity, Inc., in the purchase of real property in the 1000 Block of West Yonge Street, Account Number 06-2754-000, Reference Number 18-2S-30-6000-070-030:

- A. Authorize release of the 2009 Code Enforcement Civil Lien recorded in Official Records Book 6519, at Page 1194, in the amount of \$180.81, and the 2010 Nuisance Abatement Lien, in the amount of \$449.13, recorded in Official Records Book 6557, at Page 1634, of the Public Records of Escambia County, Florida;
- B. Authorize release of the old 2005 Governmental Foreclosure Judgment; and
- C. Habitat for Humanity, Inc., will pay for the preparation and recording fees on all documents related to these issues and receive approval from the County of the design for any structure to be constructed prior to the County's release of Liens.

BACKGROUND:

Escambia County acquired this property through foreclosure in July 2010. The Property Appraiser's 2010 Certified Roll Assessment value for the properties is \$11,400. This property accumulated these liens after foreclosure but before Habitat for Humanity could close on the property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will handle the closing. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

NA

IMPLEMENTATION/COORDINATION:

NA

Attachments

10Nov18\1000 Yonge.pdf

[Back](#)**Source: Escambia County Property Appraiser**[Restore Full Page Version](#)

General Information		2010 Certified Roll Assessment	
Reference:	182S306000070030	Improvements:	\$0
Account:	062754000	Land:	\$11,400
Owners:	ESCAMBIA COUNTY	Total:	\$11,400
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502	Save Our Homes:	\$0
Situs:	1000 W YONGE ST BLK 32501	Disclaimer	
Use Code:	VACANT RESIDENTIAL	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data		2010 Certified Roll Exemptions	
Sale Date	Book Page Value Type	Official Records	Legal Description
		(New Window)	
07/26/2010	6618 1094 \$700 CT	View Instr	LTS 7 8 BLK 30 & ADJ N 1/2 OF
12/03/2007	6263 1298 \$2,500 TD	View Instr	ALLEY OR 71 P 826
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court		ENGLEWOOD HEIGHTS...	
		Extra Features	
		None	

Parcel Information		Restore Map	Get Map Image	Launch Interactive Map
Section Map Id: 18-2S-30				
Approx. Acreage: 0.2000				
Zoned: R-4				

Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Escambia County Property Appraiser
182S306000070030 - Full Legal Description

LTS 7 8 BLK 30 & ADJ N 1/2 OF ALLEY OR 71 P 826 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 6618 P 1094

Map Image

Print Tool Copy Map Image

☒ Use numeric selection labels
[Download Selection Data \(1 row\)](#)

Reference: 18-2S-30-6000-070-030
Account: 06-2754-000
Section Map: 18-2S-30
Situs: 1000 W YONGE ST BLK
Subdivision:
 ENGLEWOOD HEIGHTS PLAT DB 59 P 107
Owner: ESCAMBIA COUNTY
Mailing Address:
 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Last Sale: 7/26/2010, \$700
Property Use: VACANT RESIDENTIAL
Approx. Acreage: 0.2000
Building Count: 0
Total Heated Area: 0
Zoned: R-4

☐ Include radius in selection (5280 ft max)
ft

Radius is used only with single parcel selection

Lookup Options:

Reference Nbr

☐ Auto Select Lookup Results

Ex: 012N334444555666



**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
2008 NUISANCE ABATEMENT LIEN
PAYOFF**

**OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Ernie Lee Magaha,
Clerk Of The Circuit Court**

**County Courthouse Bldg.
223 Palafox Place, Room 103
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827**

Date Of Lien

Recording Fee

Official Records Book: Page: [View Image](#)

Foreclosure ☐

Original Principal Date Of Payoff

[Submit](#)

[Reset](#)

[Clear](#)

Original Principal	Number Of Days Accrued	Interest Due	Recording Fee For Lien	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparing Fee Payoff	Total Due
\$380	275	\$26.63	\$18.50	\$10.00	\$7.00	\$7.00	\$449.13

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
6708 Plantation Rd.
Pensacola, FL 32504
(850) 471-6160

CE09-07-04698

**NOTICE OF LIEN
(Nuisance Abatement)**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by Edwin P Devine III and located at 1000 Blk W Yonge St. and more particularly described as:

PR# 182S306000070030

LTS 7 8 BLK 30 & ADJ N 1/2 OF ALLEY OR 71 P 826 ENGLEWOOD HEIGHTS PLAT DB
59 P 107 OR 6263 P 1298

A field investigation by the Office of Environmental Enforcement was conducted on October 26, 2009 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196 (a), (b) and (d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	\$380.00
Administrative costs	<u>\$ 18.50</u>
Total	\$398.50

The principal amount of this lien shall bear interest at a rate of 8% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court

of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 29th day of January 2010 by the County Administrator as authorized by the Escambia County Board of County Commissioners.

Witness Susan Hendrix
Print Name Susan Hendrix

Witness Tonya Green
Print Name Tonya Green

ESCAMBIA COUNTY, FLORIDA

Robert R. McLaughlin
By: Robert R. McLaughlin,
County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of January, 2010, by Robert R. McLaughlin, as County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He ☒ is personally known to me, or ☐ has produced current _____ as identification.

CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2011
Comm. No. DD 684413

(Notary Seal)

China Cheryl Lively
Signature of Notary Public
CHINA CHERYL LIVELY
Printed Name of Notary Public

IN THE COUNTY COURT IN AND
FOR ESCAMBIA COUNTY
190 GOVERNMENTAL CENTER
PENSACOLA, FLORIDA

ESCAMBIA COUNTY

CASE NO: 2009 CO 025829 A
CODE ENFORCEMENT CITATION NO: CE090704698
/ DOB: III

vs

EDWIN P DEVINE
746 HOLLY DR
BROOKSVILLE FL 34604

ERNE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY FL
2009 OCT 16 P 1:17
COUNTY CRIMINAL DIVISION
FILED & RECORDED

JUDGMENT AGAINST DEFENDANT FOR CODE ENFORCEMENT CIVIL PENALTY

It is hereby ordered and adjudged that the above-named defendant shall pay to ESCAMBIA COUNTY, a political subdivision of the State of Florida, the sum of \$ 150.00, to the Clerk of the Court, which the Court has determined to be the defendant's liability for civil infraction under Escambia County Resolution R98-171;

It is further ordered and adjudged that, in accordance with Section 162.21, Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the aforesaid county and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

DONE AND ORDERED this 14 day of Oct, 09.

[Signature]
Judge

ONE OF THE FOLLOWING MUST BE EXECUTED

I hereby acknowledge receipt of a copy of this judgment.

Defendant's Signature

I do hereby certify that copy of hereof has been furnished defendant by delivery/mail, this 19 day of October, 2009.



DAI ID: 10007032781 / DAI CO: 114000000 / Case: 2009 CO 025829 A

Ernie Lee Magaha
Clerk of the Circuit Court
Escambia County Florida

By: [Signature]

Deputy Clerk

Attn: Diane
595-4810

ERIN LEE MAGANA
CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
PROBATE
TRAFFIC



COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

Case Number: 2009 00025829A

Defendant's Name Edwin P. Devine

Lien type: Judgment

Face amount of lien: \$ 150.00

Book number: 6519

Page number: 1194

Date lien signed: October 7, 2009

Lien payoff date: November 30, 2010

The above request for payoff was made by Diane on October 25, 2010
(Title company/individual) (Date)

Amount of lien: \$ 150.00

Interest on lien: \$ 13.81

Per annum rate: .0001644

Recording fee: \$10.00

Clerk's fee: \$ 7.00

SC/CSI fee: \$

Total due: \$ 180.81 (on payoff date requested)

*Interest rates established pursuant to Section 55.03, Florida Statutes

INTEREST RATES

YEAR	PER ANNUM	DAILY RATE
2010	6%	.0001644
2009	8%	.0002192
2008	11%	.0003014
2007	11%	.0003014
2006	9%	.0002466
2005	7%	.0001918
2004	7%	.0001918
2003	6%	.0001644
2002	9%	.0002466
2001	11%	.0003014
2000	10%	.0002740
1999	10%	.0002740
1998	10%	.0002740
1997	10%	.0002740
1996	10%	.0002740
1995	8%	.0002192
10/81 THRU 12/94	12%	.0003333

Christina X. Sando
10/25/2010



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 19.

County Administrator's Report

Date: 11/18/2010
Issue: 2010 Letter of Agreement with the State of Florida Agency for Health Care Administration (AHCA)
From: Amy Lovoy
Organization: Management and Budget Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning 2010 Letter of Agreement with the State of Florida Agency for Health Care Administration (AHCA) - Amy Lovoy Management and Budget Bureau Chief

That the Board approve the Letter of Agreement with the State of Florida to allow local government dollars to be used to "buy back" Medicaid reimbursement reductions on behalf of Baptist and Sacred Heart Hospitals, in the amount of \$3,443,579.

BACKGROUND:

When hospitals provide Medicaid services to Escambia County citizens, they are reimbursed with federal pass-through dollars and State funding. The State continues to reduce the reimbursement rate for these services. This agreement allows local dollars to be sent to the State to prevent the reduction of the Medicaid reimbursement rate to hospitals.

BUDGETARY IMPACT:

The hospitals have agreed to assume responsibility for various County contracts including the Medical Examiner's contract, Escambia Community Clinics, Health Department, Lakeview Center and the costs for Baker Act. They will assume these costs until the amounts equate to the \$3,443,579 plus accrued interest.

LEGAL CONSIDERATIONS/SIGN-OFF:

The agreement has been reviewed by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into duplicate on the _____ day of _____, 2010, by and between Escambia County, (the County) and the State of Florida, through its Agency for Health Care Administration, (the Agency),

1. Per Senate Bill 2600, the General Appropriations Act of State Fiscal Year 2009-10, passed by the 2009 Florida Legislature, the County and the Agency agree that the County will remit to the State an amount not to exceed a grand total of \$3,443,579.
 - a) The County and the Agency have agreed that these funds will only be used to increase the provision of Medicaid funded health services to the people of the County and the State of Florida at large.
 - b) The increased provision of Medicaid funded health services will be accomplished through the buy back of the Medicaid inpatient and outpatient trend adjustments up to the actual Medicaid inpatient and outpatient cost but not to exceed the amount specified in the Appropriations Act for hospitals that are part of a system that operates a provider service network, children's specialty hospital and whose Medicaid days plus charity care days divided by total adjusted patient days equals or exceeds 30 percent, and rural hospitals, public hospitals, including any leased public hospital found to have sovereign immunity, teaching hospitals as defined in section 408.07 (45) or 395.805, Florida Statutes, which have seventy or more full-time equivalent resident physicians and designated trauma hospitals.
2. The County will pay the State an amount not to exceed the grand total amount of \$3,443,579. The County will transfer payments to the State in the following manner:
 - a) The first quarterly payment of \$860,897, for the months of July, August, and September, is due upon notification by the Agency.
 - b) Each successive payment of \$860,894 is due at the end of each quarter, December 31, 2009, March 31, 2010 and June 15, 2010.
 - c) The State will bill the County each quarter payments are due.
3. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.
4. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.

5. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the hospitals to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid activities.
6. This Letter of Agreement is contingent upon the State Medicaid Hospital Reimbursement Plan reflecting 2009-10 legislative appropriations being approved by the federal Centers for Medicare and Medicaid Services.
7. This Letter of Agreement covers the period of July 1, 2009 through June 30, 2010.

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this Letter of Agreement on the day and year above first written.

STATE OF FLORIDA

Phil E. Williams
Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration

COUNTY:

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

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BCC Approved: _____

Deputy Clerk

(Seal)

This document approved as to form
and legal sufficiency

By: _____
Title: _____
Date: 8/24/10



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 20.

County Administrator's Report

Date: 11/18/2010
Issue: Provision of Emergency Medical Services to the Area of Flomaton (Escambia County), Alabama
From: Mike Weaver
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Provision of Emergency Medical Services to the Area of Flomaton (Escambia County), Alabama - Michael D. Weaver, Public Safety Bureau Chief

That the Board That the Board take the following action concerning the provision of emergency medical services to the area of Flomaton (Escambia County), Alabama:

A. Approve the Interlocal Agreement for the Provision of Emergency Medical Services between the Escambia County Healthcare Authority and Escambia County, Florida, to allow Escambia County Emergency Medical Services (EMS) to continue service to that portion of Escambia County, Alabama, generally described as the area of Flomaton, Alabama, with annual compensation to be recognized in Fund 408, Emergency Medical Services/Revenue Account 342605, Escambia County Alabama Lease; and

B. Authorize the Chairman to sign the Interlocal Agreement.

BACKGROUND:

Since 1981, Escambia County Emergency Medical Service (ECEMS), a division of the Escambia County Public Safety Bureau, has provided ambulance service to the area of Flomaton (Escambia County), Alabama, as defined, through Interlocal Agreements with the Escambia County Healthcare Authority (ECHA) of Brewton, Alabama. The current Interlocal Agreement expires midnight December 7, 2010. The recommended Interlocal Agreement provides an initial service term of three years, unless sooner terminated by either party, and allows for two one year extensions.

BUDGETARY IMPACT:

The recommended Interlocal Agreement provides for ECHA to compensate Escambia County for these services a monthly sum of \$7,552.31 (\$90,627.72 annual), with an annual increase effective on January 1st of each year that is consistent with the net change in the Ambulance Inflation Factor (AIF) from the Centers for Medicare/Medicaid for the preceding twelve months. As with the revenue from the existing agreement, these funds will be credited to Fund 408, Emergency Medical Services/Revenue Account 342605, Esc Cty Alabama Lease.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement was developed and approved as to form and legal sufficiency by Assistant County Attorney Kristin Hual, on October 7, 2010.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policies require that all agreements be approved by them.

IMPLEMENTATION/COORDINATION:

The Interlocal Agreement will be the instrument to implement the program.

The Public Safety Bureau coordinated the Interlocal Agreement with representatives of D. W. McMillan Hospital, ECHA, City of Flomaton and Escambia County, Alabama, Board of Commissioners.

Attachments

Provision of EMS in Flomaton (Escambia County), Alabama

**INTERLOCAL AGREEMENT FOR THE PROVISION OF EMERGENCY
MEDICAL SERVICES BETWEEN THE ESCAMBIA COUNTY
HEALTHCARE AUTHORITY AND ESCAMBIA COUNTY, FLORIDA**

This Interlocal Agreement, made and entered into this 8th day of December, 2010 by and between The Escambia County Healthcare Authority, an Alabama public corporation and instrumentality, whose administrative office address is P.O. Box 908, Brewton, Alabama 36427, a public corporation of the State of Alabama, (hereinafter referred to as "ECHA"), and Escambia County, Florida, a political subdivision of the State of Florida, whose administrative office address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "Florida").

WITNESSETH:

WHEREAS, the ECHA and Florida have legal authority pursuant to the Alabama and Florida Constitutions and Statutes to provide certain emergency medical services relating to their respective jurisdictions; and

WHEREAS, the ECHA may, and Florida is authorized by Section 163.01, Florida Statutes *et. seq.* to enter into Interlocal Agreements and thereby cooperatively utilizing their powers and resources in the most efficient manner possible to serve the health, safety and welfare of the residents of their respective jurisdictions; and

WHEREAS, the ECHA has found that it is necessary to provide emergency medical services for the area of Escambia County, Alabama, described as follows:

That portion of Escambia County, Alabama, described as the area of Flomaton, Alabama, generally described as US Highway 31 North to the Pollard Crossroads at the Historical Marker, Highway 31 South to the Wawbeek area, State Road 113 North to but not to include Interstate I-65 North, to include all areas within.

Said area hereinafter sometimes referred to as "principal service area;" and

WHEREAS, the parties find that the provision of emergency medical services in said described area serves a public purpose; and

WHEREAS, Florida has exhibited to ECHA that it is able to perform the necessary emergency medical services within said described area in accordance with the Alabama Statutes relating to ambulance service, with the understanding that certain waivers/variances have been previously agreed to by the Alabama Department of Public Health, Emergency Medical Services Division (See Attachment "A"); and

WHEREAS, the foregoing recitals are true and correct and are incorporated herein by reference.

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

1. In order to assure the availability and service of ambulance and emergency medical services to the citizens and residents of Alabama, in the principal service area, Florida shall operate and maintain primary emergency medical services and ambulance service on a 24-hour basis for all that area of Alabama designated above as the principal service area. Such service within such area shall include, but not be limited to, provision of complete and adequate public primary ambulance and emergency medical services; immediate response to calls from the public within the principal service area for emergency medical assistance, in the form of ambulance service, emergency medical personnel and equipment; and prompt transfer call service; and all such other related activities as is normally associated with the business of providing emergency medical and ambulance services. All services provided under this Agreement shall be of the same quality, and shall be provided in the same manner to the same extent as is provided by the Escambia County Public Safety Bureau, Division of Emergency Medical Services, to the areas of Escambia County, Florida, not included in the service district described herein.

2. Florida shall provide emergency temporary back-up emergency medical and ambulance services in immediate and contiguous areas in Escambia County, Alabama, on a temporary, individual call basis, as requested by ECHA through the emergency communications network, provided, however, that such call from ECHA for such temporary service occurs at a time when there are no pending calls for emergency ambulance or medical services within the principal service area.

3. Florida shall provide and maintain at their own expense, one fully equipped advance life support ambulance, which shall at all times be fully staffed and available to respond to emergency medical service calls. Florida shall employ and provide at its own expense the necessary number of qualified Florida registered EMTs and Paramedics.

4. Florida shall maintain a base in the Century area or other mutually beneficial location that will appropriately support the terms of this agreement and areas commonly serviced by this crew/unit. Occasional intermittent staging of this unit at various locations in Century and contiguous southernly locations may be necessary by Florida to adequately support the coverage area.

5. Florida has no authority to enter into contracts or agreements on behalf of ECHA.

(a) Florida shall bear at its own expense all costs incurred for the operation of ambulances, employment of personnel, and for providing all services, materials, and equipment required by Florida and Alabama Statute or governing regulations.

(b) Any consumable supplies or equipment not normally carried on

Florida ambulances, but required by ECHA, will be procured by ECHA and delivered to Florida for use at the supporting location.

6. Florida shall respond to all calls for emergency medical services within the principal service area. Mutual Aid Support from surrounding services, e.g. Atmore Ambulance, Brewton Ambulance and Santa Rosa County, will be relied upon as back-up when necessary. If back-up is unavailable through Mutual Aid, appropriate measures will be taken by Florida to ensure adequate support is provided. Florida shall be in contact at all times on a 24-hour basis with a manned communications station, including direct radio communication, telephone communication and such other communication network as may be required. All recording of calls and coordination of services shall be provided by Florida through the Escambia County Public Safety Bureau, Division of Communications. Florida shall provide at its own expense all telephone dispatching. The published number for emergency medical services in the principal service area shall be the central station for receipt of calls.

7. The parties recognize that Florida also provides primary emergency medical services within immediate adjacent areas in Escambia County, Florida. All responses to calls for ambulance service within the "principal service area" described above shall be responded to by Florida on a parity with, and without preference to calls for such service within such area of Escambia County, Florida, provided; however, that calls for emergency medical services or emergency ambulance service within the principal service district shall be given priority, to the extent practical, over transfer calls and standby calls within the service areas of Escambia County, Alabama.

In the event Florida, at any time, for any reason, is temporarily unable to meet the demands of the citizens of the principal service area for ambulance and emergency medical services and provide for and assure the adequate needs for same, Florida shall notify both Atmore Ambulance Service and D. W. McMillan Hospital that a temporary condition of need exists for backup ambulance and emergency medical services assistance within said service area. In the event Florida receives a call to which it is unable to respond, it shall immediately notify either Atmore Ambulance Service or D. W. McMillan Hospital, whichever is appropriate according to the existing Mutual Aid Policy, of such a call and Florida's inability to respond. As soon as possible, after giving such temporary notice as aforesaid, Florida shall notify these providers when it is again able to provide the primary ambulance and emergency medical services required hereunder within the principal service area.

8. Florida shall keep separate, detailed, and current business records, including financial records, service transactions, and such other data as may be required by the ECHA, for all activities performed pursuant to this Agreement. Florida shall keep an accurate log of all calls serviced, including time call received, time dispatched, arrival time, transportation time, destination, and all other pertinent information. Florida shall make all such records, including financial data, available to ECHA upon request and shall provide such records for quarterly inspection and annual audit and review by ECHA, subject to the provisions of Chapter 119, Florida Statutes, as amended. Florida shall provide ECHA, an

update as needed, a full inventory of all equipment used, and a complete list of all persons employed in performing this Agreement. Florida shall make all such vehicles and equipment used available for inspection as requested by ECHA.

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, and Alabama Law. In the event either party fails to abide by the provisions referenced in this paragraph, the other party may, without prejudice to any right or remedy and after giving seven (7) days written notice, during which period the noticed party still fails to allow access to such documents, terminate this Agreement. In such case, Florida shall not be entitled to receive any further payment.

9. Florida shall provide its own Medical Direction pursuant to the requirements of local and state laws of the State of Florida, recognizing that certain waivers have been issued by the Alabama Department of Public Health, Division of Emergency Medical Services. (See Attachment "A", attached hereto and incorporated by reference herein.)

- (a) Florida and ECHA are public entities of their respective states and as such are clothed in sovereign immunity pursuant to the laws of such states. Both Florida and ECHA shall have such liability and other types of insurance as they deem necessary and advisable. The parties understand and agree that Florida and its officers, agents, and employees, to the extent allowed by law, shall enjoy extra territorially all such privileges and immunities from liability under this agreement pursuant to Sections 163.01(9) and 768.28, Florida Statutes, as amended.
- (b) Florida shall provide Medical Direction for all EMS calls related to this Agreement.
- (c) Florida will provide or make available to ECHA upon request, the following:
 - (1) EMT and Paramedic personnel records, subject to the provisions of Chapter 119, Florida Statutes, as amended.
 - (2) Information pertaining to any complaint/lawsuit against any EMT/Paramedic employed by Florida and/or Florida itself, pertaining to any EMS call pursuant to this Agreement subject to the provisions of Chapter 119, Florida Statutes, as amended.
 - (3) Information pertaining to any disciplinary action taken against any EMT/Paramedic employed by Florida that involved any EMS call pursuant to this Agreement, subject to the provisions

of Chapter 119, Florida Statutes, as amended.

- (4) Training records and control substance procedures.
- (5) EMS call data which shall be provided to Alabama Department of Public Health, EMS Division as agreed to previously, subject to the provisions of Chapter 119, Florida Statutes, as amended, and Alabama rules concerning data collection. (See Attachment "A")
- (d) The Parties agree that Appendix "B", attached hereto and incorporated by reference herein, shall document the parties compliance with the conditions of the Health Information Portability and Accountability Act (HIPAA).

10. The parties recognize that Florida will incur costs in performing this Agreement; therefore, for all services, communications, and other duties under this Agreement, ECHA shall pay as compensation to Florida the sum of \$7,552.31 per month, at the conclusion of each month. Monthly payments will be processed automatically by ECHA and received no later than the 15th day of the following month for the preceding month by Florida.

- (a) Florida will receive an annual increase effective on January 1st of each year that is consistent with the net change (increase) in the Ambulance Inflation Factor (AIF) from the Centers for Medicare/Medicaid for the preceding 12 months. This increase will be reflected in the January and subsequent payments received no later than the 15th of the following month for the preceding month.
- (b) ECHA will also consider monetary adjustment proposals from Florida to support unanticipated increases in operating expenses that are necessary to provide the level of service delineated in this agreement and ensure the agreement meets the spirit and intent of serving the public purpose for Florida and Alabama.

11. Florida shall be authorized to charge members of the public receiving the services provided pursuant hereto, at rates not to exceed levels approved by the Escambia County, Florida, Board of County Commissioners and acknowledged by the Escambia County Healthcare Authority.

12. Florida shall comply with all applicable laws and ordinances in the performance of this Agreement. Nothing herein shall exempt Florida from obtaining a Certificate of Need and all permits from the State of Alabama which may be applicable to its operations. Nothing herein shall prohibit ECHA from providing or permitting others to provide primary ambulance service within the designated principal service area.

13. This Agreement shall not be transferred or assigned by either party without prior written approval of the other party.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama as it relates to these matters solely pertaining to technical or regulatory emergency medical services requirements of Alabama while any other contractual provision or dispute shall be governed by and construed in accordance with the laws of the State of Florida. The parties stipulate that venue for any state or federal court action or other proceeding relating to matters governed by the laws of the State of Alabama shall be Escambia County, Alabama, and those which are governed by the laws of the State of Florida, venue shall be in the County of Escambia, State of Florida.

15. The term of this Agreement shall be for a period of three (3) years unless sooner terminated by either party. The parties may extend the Agreement for two (2) additional one (1) year periods by giving written notice to the other party no later than ninety (90) days before expiration of the Agreement's initial three (3) year term.

16. ECHA reserves the right to terminate this Agreement immediately upon the failure of Florida to fulfill in a timely and proper manner its obligations under this Agreement, including but not limited to the violations of any state, federal or local laws and ordinances, upon written notice to Florida of such termination which thereafter shall be effective thirty (30) days following the date of the receipt of such notice by Florida.

- (a) The parties reserve the right at any time during the term (including without limitation, at the end of any one year period), and for any reason whatsoever in their sole discretion, to terminate this Agreement with respect to all or any portion of services (such total or partial termination being referred to hereinafter as a "termination for convenience"). Each party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so, which notice shall specify the services that it has elected to remove from the scope and operation of this Agreement. The termination of convenience as to such services shall be effective thirty (30) days following the date of the receipt of such notice. In no event shall a termination for convenience be deemed a default under this Agreement, and a termination for convenience shall not subject a party to any penalty, claim for damages, liquidated damages, or any other claim of any type.

17. There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

18. All notices required by the Agreement to be given by one party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To ECHA:

Kandace McDaniel
Escambia Co. Healthcare Auth.
P. O. Drawer 908
Brewton, Alabama 36427

To Florida:

County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

All notices required or to be given hereunder shall be deemed to have been properly given on the third day after being deposited in the United States Mail, with adequate postage, sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out above, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other such overnight delivery service for next-day delivery. 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 ten (10) days prior notice of the address change.

19. For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

- (a) If either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, it shall immediately notify the other party and request clarification of its interpretation of this Agreement.
- (b) 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 the terms and provisions hereof.

20. 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 shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

21. This Agreement, including its schedules, exhibits, and other documents attached hereto, constitutes the entire and integrated Agreement between the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and Agreements, whether written or oral, with respect to the subject matter hereof.

22. The failure of Florida or ECHA to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of Florida or ECHA.

23. Pursuant to the requirements of the Alabama Statutes, ECHA's performance and obligation to pay under this Agreement shall be contingent upon an annual appropriation by all of the entities that fund the Escambia County Alabama Ambulance Subsidy Fund. This Agreement does not constitute a debt, liability, or obligation of the State of Alabama, The Escambia County Healthcare Authority or any subdivision thereof.

24. This Agreement, after being properly executed by all parties named herein, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County, Florida and the Clerk of the Circuit Court of Escambia County, Alabama. Escambia County, Florida shall be responsible for filing this document in the respective offices of the Clerks of the Circuit Court upon receipt of the executed agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____ 2010 and The Escambia County Healthcare Authority, an Alabama public corporation and instrumentality, by and through its Chairman, duly authorized to execute same by the Corporation on the 12th day of October 2010.

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

By: _____
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk
(SEAL)

This document approved as to form and legal sufficiency.

By: Kristin Hual

Title: ACA

Date: 10/7/10

ESCAMBIA COUNTY HEALTHCARE

AUTHORITY, a public corporation of the State of Alabama, acting by and through its duly authorized Chairman.

By: Kandace McDaniel
Kandace McDaniel, Chairman

STATE OF Alabama
COUNTY OF Escambia

I, Chris B Graham, a Notary Public in and for the State and County aforesaid, hereby certify that Kandace McDaniel and [Signature], whose names as Chairman and Secretary, respectively, of Escambia County Health Care Authority, a public corporation of the State of Alabama, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of said conveyance, they, as such officers and with full authority, executed the same voluntarily, for and as the act of said authority on the day the same bears date.

Given under my hand and official seal this 12th day of October, 2010

(SEAL)

[Signature]
NOTARY PUBLIC
My Commission Expires Sept 24, 2011
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 24, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

ESCAMBIA COUNTY EMS COUNCIL INC.

P. O. DRAWER 908

BREWTON, AL 36427

MINUTES TO MEETING HELD
FEBRUARY, 7, 1997

The meeting was called to order by Larry Padgett, President. Mr. Phillip Parker gave the invocation. Handouts were given out by Mr. Bruce Yelverton, EMS Director of Escambia County EMS, Florida. (A copy of the handout is attached.) The purpose of the meeting was to discuss the changes in Alabama EMS Rules that would have negative impact on Florida's ability to provide EMS services in the Flomaton. The remainder of the minutes will address each concern line by line.

Page 2, 420-2-1-.01 (d) requires Alabama licensure of attendants and operators to pick up and drop off in Alabama. It was explained that a waiver already exist (dated November 29, 1993 and attached). Mr. Story stated that the waiver was still in existence.

Page 4, 420-2-1-02 (25) Off line Medical Director, requires completion of the Alabama Medical Director's Course, possession of ATLS, and Alabama Licensure as an MD. Mr. Story stated that Alabama would accept their Medical Director.

Page 6, 2-1-03. 1c " a copy of the patient care report is left with at the hospital. Etc." Due to Florida using computers for patient documentation, Mr. Story agreed that it would be acceptable if the report was sent to the appropriate hospital within 24 hours.

Page 6, 2-1-03 .5 Assignment of Medical Control Hospital. Mr. Bob West expressed concern over the problem of Medical Control Contact for lack of a system. Mr. Story stated that if Medical Control could be contacted that it should, however if it could not, that the personnel could operate under the Florida Protocols.

Page 6, 2-1-03 .6 Employees required to hold Alabama licensure and credentialing. Mr. West asked if the above mentioned waiver applied to Credentialing. Mr. Story stated that it did.

Attachment A

Page 6, 2-1-03 .7 Respond within 7 minutes of receipt of call. Mr. West explained that due to there being only one ambulance in the service area that it is conceivable that the ambulance could be tied up but be able to respond upon completion of the prior call before another ambulance could be summoned from another area. Mr. Story explained that the intent of this rule was for available ambulances.

Page 7, 2-1-03 .10 Reporting vehicular collisions with injury to the state and region. Mr. West asked if this rule applied to collisions within Florida, unrelated to an Alabama call. Mr. Story stated that this rule would only apply to Alabama accidents.

Page 7, 2-1-03 .11 Required reporting of any criminal action within 3 days. Mr. West stated that Florida rules require reporting of convictions of felonies. There is no requirement that the employee report to his/her employer a charge until there is a conviction. Mr. Story stated that the Florida rule could be followed.

Page 7, 2-1-03 .12 Requirement of 1,000,000 dollars of liability insurance. Mr. West stated that they are not insured by an Alabama licensed insurance carrier. Mr. Story stated that Alabama would accept the Florida carrier. (Escambia EMS is actually self insured)

Page 7, 2-1-03 .13 EMD Course approval and dispatching plan. Mr. West explained that Florida uses Jeff Clausen's system. Mr. Story state that Mr. Clausen's was acceptable.

Page 7, 2-1-03 .15 Requires inspection of each vehicle by the State. Mr. West questioned how the State would inspect all of their units since the bulk of them were located in Pensacola. He also stated for various reasons vehicles rotate in and out of Century. Also Alabama's equipment list varies from Florida's, therefore not all of the vehicles would be stocked as per the Alabama list. Mr. Story stated that a simple letter of statement that all ambulances in the system are stocked the same as per Florida's rules would satisfy Alabama.

Page 8, 2-1-04 .6 Medical Director requirements for ALS Authorization Certificate. This is answered in an above statement.

Page 11, 2-1-05 .5 Pharmacy agreements for resupply of IV/Medications. Mr. West stated that Florida had its own resupply program though its Department. Mr. Story stated that they could keep doing this the same way.

Page 12, 2-1-06 .3 (d) Triage assignments. Mr. West stated that he did not even understand this rule entirely. Mr. Story discussed with them the need for Disaster Plans and Triage plans. Mr. West stated the there are plans in place in Florida. Mr. Story stated that as long as they were in place, it would be fine.

Page 13, 2-1-07 .3 (c) Critical Care Transfer credentials and submission of pre-approved transfer medications. Mr. West explained that the Florida Paramedics have not gone through the Inter-hospital Transfer Course. In Florida, the Department Medical Director decides what medications will be transferred. Mr. Story stated that they should go by the Florida standards.

Page 17, 2-1-10 .1 Equipment and Supplies. Mr. West brought up several differences in the required equipment list in Alabama and Florida. Mr. Story stated that Florida should stay as close to the Alabama list as reasonable.

Page 19, 2-1-10 .48 (d) VHF between ambulance and medical control facility. Mr. West expressed that while they do possess VHF radios in all ambulances, the ability to contact Medical Control is not always possible. He stated that UHF and 800 mHz is used. Mr. Story stated that as long as communication was possible the great majority of the time, this was fine.

Page 21, 2-1-11 .4 (14) Purple top tubes for blood collection. Mr. West stated that they only use red top tubes. Mr. Story stated that red top tubes was acceptable.

Page 27, 2-1-15 .2 (a) Alabama Driver's License. Mr. West stated that his driver's are required Florida's drivers license. He stated that it was not possible to hold driver's license in two states. Mr. Story stated that this is waived but obviously all drivers must possess a valid driver's license.

Page 27, 2-1-15 .4 (e) loss of license. This is similar to the question above. Mr. Story stated that it is covered by the above statement.

Page 31, 2-1-19 (4) disposition of the body following termination of resuscitation measures. Mr. West stated that they do not normally transport deceased bodies. Mr. Story stated that if this is not covered in contract with Escambia County, Alabama, then this is not an issue.

Page 35, 2-1-21 .4 (c) Greater than two years post graduate, must take a refresher for licensure. Mr. Story stated that since licensure was waived, this is not an issue.

Page 41, 2-1-25 (all) Involves credentialing. Mr. West stated that the implications of this have already been discussed above. Mr. Story stated that since licensure had been waived, this was not an issue.

Page 50, 2-1-26 .4 (h) Requires a URR for cancellation en route. Mr. West stated that they do not complete a URR on calls that were canceled while the unit is en route. Mr. West stated that they have begun completing the bubble form on Alabama calls. Mr. Story stated that the bubble form needs to be completed on those calls.

Page 50, 2-1-26 .5 Requires a URR to be left at time of service or when practicable, less than 24 hours. Mr. Story stated that this had been addressed above and that faxing the document within that 24 hour time frame is acceptable.

Following the above, there was some general discussions regarding where EMS is headed and changes that are being discussed. There being no further business to discuss the meeting was adjourned.

Memorandum

To: Bruce Yelverton, Director

From: Bob West, Quality Assurance Coordinator

Date: January 27, 1997

RE: Alabama Rules

I have reviewed the current rules for EMS providers licensed in the state of Alabama. Following is a list of concerns that I have and a brief description of those concerns. I have also reviewed the correspondent from Donald E Williamson, M.D., State Health Officer (dated November 29, 1993) regarding approval of our variance request, and have placed my interpretation of the impacts it will have on our remaining able to operate, in our current role, within Alabama.

1. Page 2, 420-2-1-.01 (d) requires Alabama licensure of attendants and operators to pick up and drop off in Alabama.

There is a very distinct minority of current employees who carry both licensure in Alabama and certification in Florida. In addition, it is rare that we interview potential new employees which carry dual credentials. The potential costs to the department to license, and then maintain licensure, for each employee could be significant.

2. Page 4, 420-2-1-.02 (25) Off line Medical Director, completion of Ala. Medical Directors Course, possession of ATLS, Alabama Licensure as MD

We can file for a variance to forego the requirement of the Medical Director being a licensed physician in Alabama. The requirement of ATLS is not a problem with our current Medical Director. However, it is not required under 10D-66, F.A.C. I am uncertain as to how that may impact future contract negotiations for Medical Director(s). We are fortunate that the Trauma Center requirements stipulate that the physicians within the Trauma Center must possess ATLS. However, if we recruited a multi disciplinary group of physicians, it is very unlikely that they would all possess ATLS. This could also result in significant costs, due to the cost of the course, time requirements on the Medical Director and ongoing recertification. It would at best be very difficult to get the current Medical Director to attend the Medical Director Course. In addition, it is very highly unlikely that any local potential candidate(s) would have taken the course. This would result in costs associated with registration and time. In addition, completion of a Medical Director Course is not required under 10D-66, F.A.C.

can be used. We are currently exploring ceasing to carry PASG. While a variance will be granted within Florida, it is my understanding after talking with Mr. John Story, that Alabama will not entertain granting a variance. We do not carry charcoal, oral glucose nor ipecac. These items are not required by 10D-66.

17. Page 19, 2-1-10.48(d) VHF between ambulance and medical control facility.

While we do possess the radios, the ability to communicate is not always available.

18. Page 21, 2-1-11.(4)(14) purple top tubes for blood collection

We only utilize "red top" blood tubes. In addition, many providers are currently exploring stopping the collection of any blood samples because there have been significant numbers of exposures related to filling the tubes and the hospitals routinely throw the sample away. Dr. Westafer and I have been discussing this issue for some time.

19. Page 27, 2-1-15.(2)(a) Alabama Drivers Licenses

We can apply for a waiver to exclude our employees who reside in Florida from this requirement. The section also precludes a person from becoming an ambulance driver for several reasons not included within Florida rules. While I may personally agree with some of the stipulations (DUI, possession of drugs, vehicular homicide, etc.), our ability to differentiate between employees may be difficult.

20. Page 27, 2-1-15.(4)(e) Loss of license

This is similar to above. However, once again it is not defined within 10-D-66.

21. Page 31, 2-1-19.(4) disposition of the body following termination of resuscitation measures.

We routinely terminate resuscitation efforts at a residence and do not transport the body. It is unclear to me if this section could result in our transporting deceased persons to hospital morgues. The impact would be to place the unit out of service for extended periods. It is also my understanding that we have experienced difficulty with the disposition of deceased patients following termination of resuscitation efforts when the patient has been moved to the ambulance.

22. Page 35, 2-1-21.(4)(c) greater than two years post graduate, must take refresher for licensure.

This section would require most of our incumbent employees to take a National

6. Page 6, 2-1-03.7 Respond within 7 minutes of receipt of call

In reading this section, I do not see any provision for a mutual aid response nor do I see any provision for "holding" a non-life threatening call for greater than seven minutes. As an example, we may have a crew off loading a patient at Jay Hospital and receive a low priority call. While we may dispatch the crew, it is not inconceivable, due to the nature of the prior call, that it may take longer than seven minutes to get en route. We would be required to "pass the call" to a mutual aid provider. This would result in pulling the other provider out of their service area and could result in their canceling en route when our crew was able to get en route. The ability to "hold" the call would help in eliminating unnecessary movements of other provider resources.

7. Page 7, 2-1-03.10 Reporting vehicular collisions with injury to the state and region.

It is unclear to me from reading the rules if we would be required, as an Alabama provider, to report every collision with injury, whether it be in Alabama or Florida, to the state. I cannot find a similar requirement within 10D-66, F.A.C.

8. Page 7, 2-1-03.11 Required reporting of any criminal action within 3 days.

ECEMS may not be aware of "the outcome of any criminal action against an employee". Therefore, it would be at best questionable if we could remain in compliance. The only portion of Florida rule which is similar is the application requirements of convicted felons as contained within 10D-66.0572.

9. Page 7, 2-1-03.12 Requirement of 1,000,000 dollars of liability insurance.

As we are self insured under the BCC, we do not have an Alabama licensed insurance carrier, nor am I aware of our plan being approved by the Alabama Department of Insurance.

10. Page 7, 2-1-03.13 EMD Course approval and dispatching plan.

I am not certain if our MPD course was approved by Alabama nor am I aware of our submitting our dispatching plan to Alabama for approval.

11. Page 7, 2-1-03. 15 Requires inspection of each vehicle by the state

I am uncertain as to how the state could inspect each ambulance within our system due to our system status plan and the rotation of ambulances through Century. In addition, the additional equipment and supplies required below may cause a potential problem. While I could see our department preparing a special box of the



STATE OF ALABAMA
DEPARTMENT OF PUBLIC HEALTH

DONALD E. WILLIAMSON, M.D. • STATE HEALTH OFFICER

November 29, 1993

Mr. Bruce Yelverton
Escambia County EMS
2920 North "I" Street
Pensacola, FL 32501

Dear Mr. Yelverton:

The purpose of this communication is to inform you of the approval of your request for a waiver to Alabama State EMS Rules related to the licensure of ambulance personnel.

This waiver is based upon the following factors:

- 1) The unavailability of other Alabama licensed ambulance services within the affected geographic area;
- 2) the unwillingness of other Alabama licensed ambulance services to assume responsibility for the affected geographic area;
- 3) assurances that the Florida ambulance service will utilize only personnel which carry a current Florida license and maintain acceptable continuing education.

This waiver allows your service to utilize Florida licensed emergency medical technicians and Paramedics in your ambulances serving the Flomaton, Alabama area. The geographic limits of this waiver shall coincide with those outlined in your service's current contract with Escambia County, Alabama through its Board of County Commissioners.

It should be noted that this waiver does not relieve your service's responsibility to maintain Alabama ambulance service licensure and minimum ambulance equipment requirements. It should be further noted that this waiver shall become null and void upon the effective cancellation, by either party, of the agreement currently in effect between your service and Escambia County, Alabama, or by written notice by this office provided thirty days in advance.

ESCAMBIA COUNTY

DEC 6 1993

2/7/07

Larry ROBERT -
Phillip Parker -

John Story

Joe C. BRANTLEY

Bob WEST

Bruce Yelverton

DICK BEAN

Cheryl Overton

Larry W. White

DWM-AMB

DWM Hospital

ADPH - EMS Division

MAYOR FIOMATON AL.

ECEMS

Esc Co EMS

SWAEMSS

SWAEMSS

Esc. Co. Commission (A)

Appendix B

HIPAA Compliance. The Escambia Healthcare Authority (ECHA) shall comply with the applicable provisions of the Administrative Simplification sections of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the regulations promulgated thereunder, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Standards") and the federal security regulations as contained in 45 CFR Part 142 (the "Federal Security Standards"), no later than the effective date of each such requirement.

Use and Disclosure of Protected Health Information. ECHA shall not use or disclose, and shall ensure that its directors, officers, employees, agents or sub-contractors not use or disclose, any Protected Health Information, as defined in 45 CFR § 164.591, other than as permitted by this Agreement or as required by law.

Safeguards. ECHA shall implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as permitted by this Agreement or as required by law.

Reporting. ECHA shall, within five days of becoming aware of a use or disclosure of Protected Health Information in violation of this Agreement by ECHA, its directors, officers, employees, agents or sub-contractors, or any third party to which ECHA disclosed Protected Health Information, report any such use or disclosure to Florida.

Mitigation. ECHA shall maintain a procedure for mitigating, to the maximum extent practicable, any adverse impact on individuals from ECHA's use or disclosure of Protected Health Information in violation of this Agreement.

Agents and Sub-contractors. In the event ECHA provides Protected Health Information received from Florida, or created or received by ECHA on behalf of Florida, to ECHA's agent or sub-contractors, ECHA shall enter into a contract with such agent or sub-contractor that includes provisions under which the agent or sub-contractor agrees to the same restrictions and conditions that apply to ECHA with respect to Protected Health Information.

Availability of Books and Records. ECHA shall make available to the Secretary of the Department of Health and Human Services ECHA's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from Florida. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by ECHA or Florida by virtue of this Section.

Access to Protected Health Information. Within five days of receipt of notice from Florida that an individual has requested access to Protected Health Information held by ECHA, ECHA shall forward the original or copies of such Protected Health Information to Florida, so long as ECHA still maintains such Protected Health Information. In the event an individual directly requests ECHA for access to Protected Health Information, ECHA shall

within two days forward such request to Florida. Any grant or denial of access to an individual of his or her Protected Health Information shall be the responsibility of Florida.

Amendment of Protected Health Information. Within ten days of receipt of notice from Florida that Protected Health Information held by Florida is inaccurate or incomplete, ECHA shall provide the Protected Health Information to Florida for amendment or shall incorporate such amendment to Protected Health Information as instructed by Florida.

Accounting of Disclosures. ECHA shall keep a record of any disclosure made to its agents, sub-contractors or other third part for a purpose other than for Treatment, Payment or Health Care Operations, all as defined in 45 CFR § 164.501. For such disclosures, ECHA shall record and maintain the following information: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information, and if know, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis of the disclosure. Within ten days of notice by Florida to ECHA that Florida has received a request for accounting by an individual, ECHA shall make its record of disclosures available to Florida for the six years before the date on which the individual requested the accounting. In the event an individual requests an accounting directly from ECHA, ECHA shall forward such request to Florida within two days of ECHA's receipt of such request, and shall make its record of disclosures available to Florida within ten (10) days of ECHA's receipt of such request. It shall be Florida's responsibility to prepare and deliver an accounting to an individual."



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 21.

County Administrator's Report

Date: 11/18/2010
Issue: Participation Agreement between Pathways for Change, LLC and Escambia County
From: Gordon Pike
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Program Participation Agreement between Pathways For Change, LLC, and Escambia County, Florida - Gordon C. Pike, Corrections Bureau Chief

That the Board take the following action concerning the Program Participation Agreement between Pathways For Change, LLC, a Florida tax-exempt limited liability company and wholly-owned subsidiary of Baptist Hospital, Inc., d/b/a Christian Counseling Center, a Florida not-for-profit corporation (hereinafter referred to collectively as "PFC") and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

The Center has created an outreach program to assist individuals, who have recently been released from a correctional facility, in assimilating into society. The program is commonly referred to as "Pathways for Change".

The County agrees to contribute for Fiscal Year 2010/2011, \$140,000, to the Program (the "County Contribution").

A. Approve the Agreement; and

B. Authorize the Chairman to sign the Agreement. [Funding Source: General Fund 001, Cost Center 110201, Object Code 58208]

BACKGROUND:

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society; the program is commonly referred to as "Pathways for Change".

BUDGETARY IMPACT:

Funding is available from the General Fund 001, Cost Center 110201, Object Code 58208.

LEGAL CONSIDERATIONS/SIGN-OFF:

This document has been approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code Ordinances of Escambia County, Florida 1999, Chapter 46, Finance Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PFC Agreement 10-11

PROGRAM PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of October, 2010, by and between Pathways For Change, LLC, a Florida tax-exempt limited liability company and wholly owned subsidiary of Baptist Hospital, Inc. d/b/a Christian Counseling Center, a Florida not for profit corporation (hereinafter referred to collectively as "PFC"), with administrative offices located at 1211 West Fairfield Drive, Pensacola, Florida 32501, and 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.

WITNESSETH:

WHEREAS, PFC has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society, which program is commonly referred to as the Pathways for Change Program (hereinafter referred to as the "Program"); and

WHEREAS, the County has expressed an interest in contributing to the Program, which commenced on or about November 1, 2004; and

WHEREAS, PFC and the County have entered into certain Program Participation Agreements whereby the County has agreed to contribute to the monthly salaries of (i) contract interns providing case management, instruction and services for inmates in the Program; and (ii) a contract counselor providing addiction treatment for inmates in the Program (the "Prior Agreements"); and

WHEREAS, in addition to the foregoing, the County has agreed to (i) contribute to the annual salary of the Executive Director to account for the substantial amount of time that the Program Director spends providing program development, administrative services, clinical services to the Program population, clinical supervision to graduate and post-graduate interns, public relations and leadership to the Program.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is understood and agreed by the County and PFC as follows:

1. **Recitals.** The parties hereto acknowledge and agree that the recitals set forth above are true and correct and further agree that said recitals shall be incorporated into the body of this Agreement.
2. **Escambia County's Contribution.** The County agrees to contribute \$140,000.00 to the Program (the "County Contribution") for fiscal year 2010/2011. The County Contribution shall cover the cost and expenses related to the following:

- (a) **Admissions Specialist and Court Liaison.** This position is the liaison to the courts and Program. Office space is provided in the Central Booking and Detention facility and cooperates with ESO Staff in the placement of Program clients into the program.
- (b) **PFC Treatment Program Manager and Case Manager.** The contribution for the Men's Program Manager and Case Manager's salary and benefit package has been paid for by the RSAT grant. In the event the Program does not receive the RSAT grant in the new fiscal year, County funds could assist in payment of these positions.
- (c) **Executive Director.** The County agrees to pay full time salary and benefits of the Executive Director of the Program. The Executive Director will devote 40 hours per week to administrative duties, program development, public relations, grant writing, liaison with PhD's from U.W.F. in collection of data for recidivism studies, liaison to Dept of Probation, and as a Florida state certified supervisor to Bachelor, Graduate and Post Graduate Interns and other duties as assigned.
- (d) **Mental Health Contract Counselors/Office Coordinator.** Mental Health Therapists and Specialists who will facilitate classes and group therapy for clients, family therapy and intervention for Program family members. Contract counselors, tutors and Office Coordinator will provide necessary instruction and assistance in their area of expertise for no more than 10 hours per week each.
- (e) **Mentor Incentives and Miscellaneous Expenses.** Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program; cell phones, travel and training for Program staff; miscellaneous expenses such as medications and hygiene items for inmates, transportation of inmates to community services for medical and vocational evaluations; program curriculum; night monitors; aftercare services and transitional housing and indirect costs that contribute to the Program and its clients.

3. **Audit.** PFC agrees to provide access to or produce all financial records and documents related to the subject contribution from the County for the Program and allow as necessary for the audit of such records by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court. Further, PFC agrees to furnish to the Escambia County Office of Management and Budget upon request a copy of the relevant annual audit report prepared by an independent certified public accountant licensed and in good standing in the State of Florida.

4. **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.

5. **Term and Termination.** The term of this Agreement shall commence on October 1, 2010 and shall terminate on September 30, 2011. In addition, either party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party. Notice shall be provided to Gordon Pike, Bureau Chief, Corrections Bureau, 221 Palafox Place, Pensacola, Florida 32502 for the County and to Connie Bookman, 1211 West Fairfield Drive, Pensacola, Florida 32501 for PFC.

6. **Entire Agreement.** This instrument constitutes the entire integrated agreement and understanding between the parties, superseding all prior communications, oral or written, including without limitation, the Prior Agreements. No statements, promises or inducements made by either party or agent of either party, express or implied, shall be valid or binding if not contained in this written Agreement. No modifications to the Agreement shall be effective or binding unless in writing over the duly authorized signatures of the parties hereto. This paragraph shall not be deemed waived by any modification or alteration which does not conform to the above provisions of the Paragraph.

7. **Funding Contingency.** Any and all obligations on the part of the County hereunder are hereby made expressly contingent upon appropriation by the Board of County Commissioners.

8. **Indemnification.** To the extent permitted by law and subject to any claim of sovereign immunity provided by Section 768.28, Florida Statutes, as amended, Pathways for Change, LLC agrees to indemnify and hold the County, its elected and appointed officials, employees, agents, servants, harmless against any and all claims that may arise out of the performance of this Agreement. The Parties also understand and agree that each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agent in the performance of this Agreement.

9. **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 the subject of this Agreement shall be in the County of Escambia.

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by signature of their duly authorized representative as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

PATHWAYS FOR CHANGE, LLC, a Florida
imited liability company and wholly owned
subsidiary of **BAPTIST HOSPITAL, INC.**, d/b/a
Christian Counseling Center, a Florida
not for- profit corporation

By: _____
Its: _____

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

Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk
(SEAL)

This document approved as to form
and legal sufficiency.

By: [Signature]
Title: ACA
Date: 11/3/10



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance Consent Item #: 22.

County Administrator's Report

Date: 11/18/2010
Issue: Authorization to Reimburse ECUA for Stabilization Efforts on Greenbrier Blvd.
From: Joy D. Blackmon, P.E., Bureau Chief
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation concerning Authorization to Reimburse the Emerald Coast Utility Authority for Stabilization Efforts on Greenbrier Boulevard - Joy D. Blackmon, P.E., Bureau Chief

That the Board approve authorization to reimburse the Emerald Coast Utility Authority (ECUA), for a total cost of \$45,612.35, for stabilization efforts on Greenbrier Boulevard. [Funding: Fund 352, "LOST III", Account 210107/56301, Project #11EN0955 "Greenbrier"]

BACKGROUND:

During the construction of the ECUA Transmission line project with Morgan Contractors, significant erosion across the construction site was exacerbated, in part, by stormwater runoff from failed drainage structures in a County drainage easement on the Scenic Hills Golf Course Property. The structures in this easement are in design with Jehle-Halstead to expand the easement and to maintain/modify the existing failed drainage structures. The new system will handle the area runoff that is currently flowing across the ECUA construction site preventing them from stabilizing according to their Stormwater Pollution Prevention Plan Permit.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352 "LOST III", Account 210107/56301, Project #11EN0955 "Greenbrier."

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation was discussed with Kirstin D. Haul, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Robin F. Lambert

From: Colby S. Brown
Sent: Friday, October 15, 2010 9:39 AM
To: sholcomb@ecua.org
Cc: Loren White; Robin F. Lambert; Rich F. Andrews; Joy D Blackmon
Subject: Greenbrier Stabilization Efforts
Attachments: Erosion Cost Est sent to ECUA.pdf

Steve

I wanted to let you know that the County is processing a payment to ECUA for a portion of the Stabilization Efforts for your Transmission line project with Morgan Contractors. Erosion in this area was exacerbated, in part, by the runoff from the County drainage easement on the Scenic Hills Golf Course Property. This easement area is currently under negotiations with Jehle-Halstead for a design to expand the easement and maintain/modify the existing drainage structures in the easement to handle the majority of the area runoff. Attached is the cost est. that the County is processing.

Colby Brown, PE
Engineer / Program Manager
Public Works Bureau
3363 West Park Place
Pensacola, FL 32505

csbrown@myescambia.com
(850) 595-3433
(850) 554-3034

Joy D. Blackmon, P.E.
Interim Assistant County Administrator
221 Palafox Place
Suite 420
Pensacola, Florida 32501
850-595-3492 (office)
850-554-3041 (cell)
850-595-3444 (fax)

Section Number Greenbrier Stabilization Effort

Quantity Units Unit Price Ext Cost

Performance Bond Section 0001-

0001-	1001	Performance Bond	1.00	Per \$1000	\$10.50	0.00
-------	------	------------------	------	------------	---------	------

Mobilization Section 00010

Mobilization Section 00010-1000

00010-	1002	Mobilization, 16 - 30 Miles	2	EA	\$2,000.00	\$4,000.00
00510-	1007	48" HDPE Pipe, 4:1 Slope	55	EA LF	\$77.00	\$4,235.00
00620-	1001	Earthwork Excavation by machine	200	CY	\$3.90	\$780.00
00620-	1002	Earthwork Excavation by hand	200	CY	\$25.00	\$5,000.00
00620-	1003	Earthwork Fill (sand-clay build up)	362	CY	\$6.25	\$2,262.50
00620-	1004	Earthwork Establishing Grade	555	SY	\$0.75	\$416.25
00620-	1006	Misc Fine Grading	555	SY	\$0.75	\$416.25
00630-	1005	Seed & Mulch Road & Shoulders	1722	SY	\$0.50	\$861.00
00640-	1003	Stone Rip Rap/with Geotextile (12" min. depth)	185	CY	\$85.00	\$15,725.00
00640-	1019	Erosion Control Blanket, Type E-5, FDOT Index 199	555	SY	\$7.00	\$3,885.00
00640-	1023	Silt Fence Type IV, over 500lf	500	LF	\$4.00	\$2,000.00
00640-	1028	Baled Hay or Straw	200	EA	\$7.50	\$1,500.00

Sub Totals

\$41,081.00

Performance and Payment Bond (Required for projects over
\$25,000.00)

\$431.35

Sub Totals

Grand Total

\$41,512.35

	Balance of Line	Qty	Units		
1st stabilization effort		1		\$4,100.00	\$4,100.00
					\$0.00
					\$0.00
Unhide for additional Line 1218-1224					\$4,100.00

Revised Grand Total with BOL

\$45,612.35

**ESCAMBIA COUNTY ENGINEERING DEPARTMENT
CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS**

Project Name: Greenbrier Stabilization Reimbursement
 Project ID: _____
 Location: South side of Greenbrier Bridge over Thompson Creek
 Project Manager: Colby Brown
 Date: 10/13/2010

.....
 This section to be completed by Project Managers:


 Signature Approval, Division Chief

DESCRIPTION OF REQUEST

This RFF is to request funds to reimburse ECUA for the stabilization their transmission line project that was not able to be stabilized as a result of offsite runoff, including a County Drainage Easement. The large document is the ECUA contractors actual cost for stabilization of the area. The Pricing Agreement is the amount that the County is willing to pay of the contractors costs. Also, attached is Joy Blackmon's email approving the amount that the County would be willing to pay.

Attached backup documentation 1 page (s).
 Time shall be (increased/decreased) by 0 calendar days. New completion date is _____

	Obligated	Required
Balance of CIP Project	\$ _____	\$ _____
Funds for Original Construction Contract	\$ _____	\$ _____
Funds for Construction Change Order # _____	\$ _____	\$ _____
Contract PD _____ Contractor _____		
Funds for Original Task Order		
Funds for Addendum # _____	\$ _____	\$ _____
Task Order PD _____ Consultant _____	\$ _____	\$ _____
Funds for Original Work Order		
Funds for Change Order # _____ to the Work Order	\$ _____	\$ _____
Contract PD _____ Contractor _____	\$ _____	\$ _____
Funds for Contingency	\$ _____	\$ _____
Funds for Permit Fees	\$ _____	\$ _____
Funds for Land Purchases	\$ _____	\$ _____
Funds for Title Work	\$ _____	\$ _____
Contract PD _____ Contractor _____		
Funds for <u>ECUA Reimbursement</u>	\$ _____	\$ <u>45,612.35</u>
Contractor: _____		
New Balance of CIP Project	\$ <u>-</u>	\$ <u>(45,612.35)</u>

.....
 This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:	_____	_____	_____	\$ _____
	_____	_____	_____	\$ _____
To:	_____	_____	_____	\$ _____
	_____	_____	_____	\$ _____
	Transfer			\$ _____

County Engineer _____ Transferred by _____ Transfer Date _____

Posted to Expedition _____
 Date: _____

Expenses To Date, Greenbrier Blvd.

Indirect Expenses

Sub Contractors

Radford Nix
Chavers Construction, Inc.
Labor Finders
Gary Bishop PE
McKenzie's Hydromulch

\$ 4,037.98
\$ 26,525.26
\$ 3,749.88
\$ 18,051.74
\$ 3,060.00

sub total: \$ 55,424.86

Gulf Power Inspection ?

Caz Contract Services, Inc.

\$ 4,519.78

sub total: \$ 4,519.78

\$ 59,944.64

5% Mark Up: \$ 2,997.23

Sub Total: \$ 62,941.87

Morgan Direct Expenses

Personnel

Loren White (Project Manager)

Hourly Rate: \$ 36.61

Vehicle: \$ 8.76

total: \$ 45.37 @ 84 Hrs.

\$ 3,811.08

sub total: \$ 3,811.08

Hauling and Fill

McDirt Industries, Inc.
GB Hauling
Gulf States Enterprises, Inc.
Martin Marietta
Vulcan Materials

\$ 2,343.50
\$ 1,037.75
\$ 1,000.00
\$ 2,414.86
\$ 1,409.35

sub total: \$ 8,205.46

Materials

Ferguson
Heely-brown Company
Norkan Inc.

\$ 5,297.30
\$ 2,375.75
\$ 1,266.03

sub total: \$ 8,939.08

Rental Equipment

Sunbelt

\$ 396.27

sub total: \$ 396.27

\$ 21,351.89

15% Mark Up: \$ 3,202.78

Sub Total: \$ 24,554.67

Current Total: \$ 87,496.55

Chavers Construction, Inc.
211 W. Detroit Blvd.
Pensacola, Florida 32534

479 1966

Invoice

DATE	INVOICE #
8/11/2010	1631

BILL TO

Morgan Contracting 6575 Highway 189 N. Baker, Florida 32531

P.O. NO.		TERMS		Project Address			
		Due on receipt		Drainage Ditch/ECUA			
Item	Qty	Description	Rate	Prior Amt	Prior %	Curr %	AMOUNT
Labor	1	8-2-2010-per agreement	2,800.00			100.00%	2,800.00
Labor	1	8-3-2010	2,800.00			100.00%	2,800.00
Labor	1	8-4-2010	2,800.00			100.00%	2,800.00
Labor	1	8-5-2010	2,800.00			100.00%	2,800.00
Labor	1	8-6-2010	2,800.00			100.00%	2,800.00
Labor	1	8-7-2010	2,800.00			100.00%	2,800.00
Labor	1	8-9-2010	2,800.00			100.00%	2,800.00
Labor	1	8-10-2010	2,800.00			100.00%	2,800.00
Labor	1	8-11-2010	2,800.00			100.00%	2,800.00
Material	1	Equipment rental and silt fence- United Rental Inv# 89114771-001	249.34			100.00%	249.34
Hauling	19.75	Vulcan Tic#541141	6.00			100.00%	118.50
Hauling	19.24	Vulcan Tic# 541140	6.00			100.00%	115.44
Hauling	20.25	Vulcan Tic# 541145	6.00			100.00%	121.50
Hauling	20.33	Vulcan Tic# 541149	6.00			100.00%	121.98
Hauling	20.43	Vulcan Tic# 541153	6.00			100.00%	122.58
Hauling	20.49	Vulcan Tic# 541168	6.00			100.00%	122.94
Hauling	20.74	Vulcan Tic# 541175	6.00			100.00%	124.44
Hauling	21.03	Vulcan Tic# 541176	6.00			100.00%	126.18
Hauling	17.06	Vulcan Tic# 541209	6.00			100.00%	102.36
				Total		\$26,525.26	

18041
Assume 50% ECUATE BEHIND

Phone #	Fax #
474-1966	479-1288

Payments/Credits	\$0.00
Balance Due	\$26,525.26



Remit To: LFI Ft. Pierce, Inc.
 Labor Finders (Pensacola)
 P.O. Box 16511
 Pensacola, FL 32507-6511
 Phone: (850) 455-0077

Invoice

To: Morgan Contracting
 6575 Hwy 189 N
 Baker, FL 32531

Customer Account #: 25-24-712

Invoice Number

25-24-8622

Invoice Date

7/30/2010

Terms: Net cash seven(7) days. This invoice represents wages and taxes already paid and is due and payable within seven(7) days of above date. Past due amounts subject to 18% interest per annum (1.5% per month) or highest applicable rate according to state law.

Work Order		Regular - Time		Over - Time		Double - Time		PREVIOUS BALANCE	\$721.35
Number	Date	Hours	Rate	Hours	Rate	Hours	Rate	Other Charges	Amount

Northern Transmission - Laborer

25-24-27445	07/27/2010	64.00	\$11.45	0.00	\$0.00	0.00	\$0.00		\$732.80
-------------	------------	-------	---------	------	--------	------	--------	--	----------

Job Subtotal \$732.80

Labor	\$732.80
Transportation	\$0.00
Bonus	\$0.00
Misc. Charges	\$0.00

Subtotal \$732.80

4322



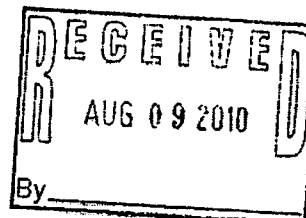
Interest \$0.00

Sales Tax \$0.00

Total Invoice \$732.80

CURRENT ACCOUNT BALANCE	\$1,454.15
-------------------------	------------

Thank you for letting us help you get your job DONE!



**Gary Bishop PE**

Engineering, Project Administration & Consulting Services
6010 Jameson Circle
Pace, Florida 325713

office: (850) 712-7618 w fax: (866) 631-9483

INVOICE

Bill To: (Client)

Loren White
Morgan Contracting, Inc.
6575 Highway 189 North
Baker, FL 32531

Service Address:

Gulf Power R/W at South R/W Greenbrier Blvd
2264 Greenbrier Blvd Pensacola, FL

Office: 850.537.5000 ext. 204 (voice)

Fax: 850.537.4690

Date	Sold By	Invoice Number	Account Number	Terms
08-04-10	GB	1073-2010	MCP46	Net Upon Receipt

SKU	Description	Quantity	Unit	Rate	Extension
R-SNC-0450	Progressive Billing: NPDES/SWPPP Compliance Review, Investigation & Research-	29	HR	65.00	1,885.00
P-SNC-2560	Plan Development- Emergency Bi-Pass Ditch	1	LS	4,200.00	4,200.00
R-NFI-0475	Progressive Billing: Project Administration (Field)	62	HR	100.00	6,200.00
R-NFI-0875	Progressive Billing: Onsite Meetings	2	HR	250.00	500.00
M-MPP-100	Mileage: Portal to Portal (67 Trips)	1002.6	Mile	.65	651.59
Subtotal					13,436.59
Shipping & Handling					
Sales Tax (Esc. Cty. -Local 7.5%)					
Total Invoice					13,436.59

Terms & Conditions Relating to Sale:

Service Order Policy: The undersigned hereby acknowledges that they are authorized to place said order and have checked and received the foregoing services described, that the invoice is correct and the services are conforming to the contract and that the undersigned is authorized to accept, and does accept such services on behalf of the client. The sale is conditional upon payment of this invoice in full when due. In the event the invoice is not paid in full within ten (10) days after the invoice date indicated above, then in addition to all other remedies of the service provider, client shall pay a service charge of one and one-half percent (1½%) per month on the unpaid balance or at the highest rate of interest allowed by law whichever is less. If this account is referred to an attorney for collection, client agrees to pay attorney's fees, whether or not any action is commenced, and all costs and fees of suit. A service charge of \$35.00 will be assessed for all uncollected bad checks. A five (5%) convenience fee will be charged on all card payments.

Order Date: 4-19-10

Ordered By: (X) _____

Loren White
(Print Name)

Date Received: 8-04-10

Received By: (X) _____

Loren White
(Print Name)

McKenzie's Hydroseeding
4009 Deerwood Cr.
Pace, FL 32571

Invoice

Date 8/12/2010
Invoice # 00005

Bill To

Morgan Contracting
6575 Hwy 189 North
Baker, FL 32531

Ship To

Morgan Contracting
6575 Hwy 189 North
Baker, FL 32531

P.O. #
Terms

Ship Date 8/12/2010
Due Date 8/12/2010
Other

Assumed
SF ?

Item	Description	Qty	Price	Amount
Seeding Per ...	Gulf Power rite of way. Southside of Greenbriar Blvd, Pensacola, Fl	15,500	0.18	2,790.00
Freight Charge	LPL Freight up charge	1	270.00	270.00
Subtotal				\$3,060.00
Sales Tax (0.0%)				\$0.00
Total				\$3,060.00
Payments/Credits				\$0.00
Balance Due				\$3,060.00

McKenzie's Hydroseeding
dmckenzie1034@yahoo.com

850-454-5906

Caz Contract Services, Inc.

811 Nowak Road
Cantonment, FL 32533

Invoice

Date	Invoice No.
8/11/2010	10-262

Bill To

Morgan Contracting, Inc.
Loren White
6575 Highway 189 North
Baker, FL 32531

P.O. No.	Terms	Due Date
	Net 10 Days	8/21/2010

Item	Description	Qty	Rate	Amount
0018	Employee: Robert P. Welsh			
0000	Week Ending: 08/08/10			
8346	Contract Services for Morgan Contracting, Inc. Monitor Requirements for Northern Portion of ECUA Transmission Main Project Pensacola, Florida	51		
9001	Regular Hourly Pay	40	43.87	1,754.80
9002	Overtime Hourly Pay	11	65.81	723.91
7018	Southern Linc Radio Usage per Day	6	7.00	42.00
7021	Mileage @ \$0.50 / mile	120	0.50	60.00
	Subtotal			2,580.71
0000	Week Ending: 08/15/10			
8346	Contract Services for Morgan Contracting, Inc. Monitor Requirements for Northern Portion of ECUA Transmission Main Project Pensacola, Florida	33		
9001	Regular Hourly Pay	33	43.87	1,447.71
7018	Southern Linc Radio Usage per Day	3	7.00	21.00
7021	Mileage @ \$0.50 / mile	60	0.50	30.00
Please remit to above address.		*Total		

McDIRT INDUSTRIES, INC

5570 BELLVIEW AVE

PENSACOLA, FL 32526

(850) 944-0112 [mcdirt@bellsouth.net]



Invoice

DATE	INVOICE #
8/2/10	203589

BILL TO
MORGAN CONTRACTING 6575 HWY 189 NORTH BAKER, FL 32531

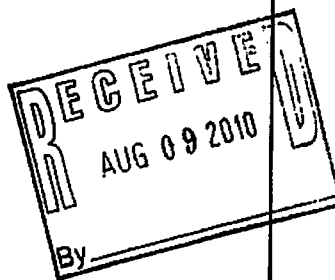
APPROVED

(Signature)

SHIP TO
10 MILE & FOXRUN
14308

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
FOXRUN & ...	Net 30	SAM	8/2/10	DELIVERED	BLVW	FOXRUN NORTHMINISTER STR...

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
17.76	RECYCLED FILL DIRT TICKET # 6657	2.00 <i>non</i>	35.52T
17.7	RECYCLED FILL DIRT TICKET # 6658	2.00	35.40T
17.49	RECYCLED FILL DIRT TICKET#6660	2.00	34.98T
4	Dump Truck Hauling TRK 3321	50.00 <i>PER HR</i>	200.00T
	Sales Tax w/ Esc. School Tax	7.50%	22.94



PLEASE PAY BY THIS INVOICE.

TOTAL QTY

\$2.95 TO...

Total

\$328.84

Phone #	850-944-0112	Fax #	850-944-2893
---------	--------------	-------	--------------

E-mail	mcdirt@bellsouth.net
--------	----------------------

We appreciate your business. 1.5% interest assessed on invoices over 30 days!

McDIRT INDUSTRIES, INC

5570 BELLVIEW AVE

PENSACOLA, FL 32526


(850) 944-0112 [mcdirt@bellsouth.net]



Invoice

DATE	INVOICE #
8/6/10	203604

BILL TO
MORGAN CONTRACTING 6575 HWY 189 NORTH BAKER, FL 32531

SHIP TO
fox run & 10 mile 

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT	
	Net 30	SAM	8/5/10	DELIVERED	blw	FOXRUN	NORTHMINISTER STR...
QUANTITY		DESCRIPTION				PRICE EACH	AMOUNT
17.32		RECYCLED FILL DIRT ticket # 6713				2.00	34.64T
18.06		RECYCLED FILL DIRT ticket # 6716				2.00	36.12T
17.85		RECYCLED FILL DIRT ticket # 6717				2.00	35.70T
17.59		RECYCLED FILL DIRT ticket # 6718				2.00	35.18T
17.42		RECYCLED FILL DIRT ticket # 6719				2.00	34.84T
17.61		RECYCLED FILL DIRT ticket # 6723				2.00	35.22T
7.75		Dump Truck Hauling				50.00	387.50T
HIC		Sales Tax w/ Esc. School Tax				7.50%	44.94
		<div>RECEIVED AUG 19 2010 By _____</div>					
PLEASE PAY BY THIS INVOICE.				TOTAL QTY		105.85 tons	Total \$644.14

Phone #	850-944-0112	Fax #	850-944-2893	E-mail	mcdirt@bellsouth.net
---------	--------------	-------	--------------	--------	----------------------

We appreciate your business. 1.5% interest assessed on invoices over 30 days!

GB GREEN CONSTRUCTION

303 MANOWAR CIRCLE
CANTONMENT, FL 32533
(850)698-3785
gbgreen30@hotmail.com

Invoice

Date	Invoice #
6/16/2010	10019

Bill To

MORGAN CONTRACTING
6575 Highway 189 North
Baker, Florida 32531

Ship To _____
10 MILE & GREENBRIOR
By _____

14216

ENTERED

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		6/16/2010			
Quantity	Item Code	Description	Price Each	Amount		
2	TH- Truck Hauling	Truck Hauling #202 7:15-8:15 ST-Sales Tax	55.00 7.50%	110.00 0.00		
	1 hr ↓ Assume 12 TONS 12 TONS / hr ≈ 220 TONS 50/50					
THANKS FOR CHOOSING G B GREEN CONSTRUCTION MANAGEMENT & CONSULTING FOR YOUR CONSTRUCTION NEEDS				Total	\$110.00	



GB GREEN CONSTRUCTION

303 MANOWAR CIRCLE
CANTONMENT, FL 32533
(850)698-3785
gbgreen30@hotmail.com

Invoice

Date	Invoice #
6/18/2010	10022

Bill To MORGAN CONTRACTING 6575 Highway 189 North Baker, Florida 32531

APPROVED

Ship To 10 MILE & GREENBRIOR JUN 21 2010

K316

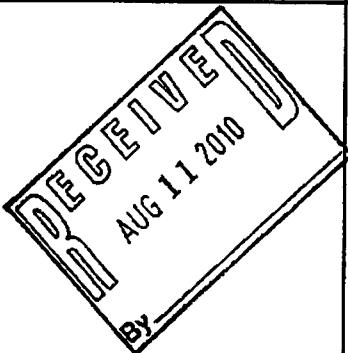
P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		6/18/2010			
Quantity	Item Code	Description			Price Each	Amount
1	TH- Truck Hauling	Truck Hauling #202			55.00	55.00
1	DISPOSAL	LAND FILL DISPOSAL FEE			34.00	34.00
		ST-Sales Tax			7.50%	0.00
THANKS FOR CHOOSING G B GREEN CONSTRUCTION MANAGEMENT & CONSULTING FOR YOUR CONSTRUCTION NEEDS					Total	\$89.00

GULF STATES**ENTERPRISES INC.**8905 Untreiner Ave.
Pensacola, FL 32534Phone: 850-384-5451
Fax: 850-477-5269**Invoice**Number
Date4168
8/9/2010**Bill To**Morgan Contracting
6575 Hwy 189
Baker, FL 32531**Ship To**Green Brier Repair
10 Mile Road14303
ENTERED

P.O. Number

Reference

TK6384

Date	Description	Quantity / Hour	Price	Amount
8/7/2010	Delivery Fee 18 cubic yards fill dirt 	8	125.00	1,000.00

Subtotal \$1,000.00**Sales Tax (7.5%)** \$0.00**Total** \$1,000.00

All invoices are due upon receipt. Any balance over 30 days will incur Finance Charges of 1 1/2% per month (18% APR). All costs associated with collection of account (attorney's fees, court costs, collection agency fees, etc.) will be the sole responsibility of the customer.

Martin Marietta Materials

P.O. Box 30013

Raleigh, NC 27622-0013

Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL

205-268-2628

JOB NAME: MISC JOB TAXABLE TRK

SOLD TO:

MORGAN CONTRACTING INC
6575 HIGHWAY 189 NORTH
BAKER FL 32531

001582 002406

APPROVED

SHIP TO:

MISCELLANEOUS JOB TAXABLE TRUCK
10 MILE RD
PENSACOLA FL 32502

12/30/08

PAYMENT TERMS

NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
5785180 SO		001	888801	72	20302	Pensacola Yard	227838	6/28/10	8640738	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
06/23/10	0017	CL2 RIPRAP	9.72	TN	34.00	330.48				330.48
		7048884	18.86	TN	34.00	641.24				641.24
		7048888	28.58			971.72				971.72
		SUBTOTAL								
	</									

RECEIVED
JUL 06 2010
By _____

DETACH and Include this Return Portion with Payment

Martin Marietta Materials

CUSTOMER NUMBER: 227838 MORGAN CONTRACTING I
INVOICE NUMBER: 8640736

REMIT TO:

MARTIN MARIETTA MATERIALS
PO Box 75328
Charlotte NC 28275

PAYMENT DUE \$1,044.60

Please report any potential ethics violations to the Martin Marietta Materials Corporate Ethics Office 919-510-4701 or see www.martinmarietta.com.
For all other questions call the number above

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

FERGUSON ENTERPRISES, INC.

133 SHANNON LANE
SANTA ROSA BEACH, FL 32459

INVOICE NUMBER	CUSTOMER	PAGE
0232739	32014	1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

Please contact with Questions:
850-622-9166

FEI-SANTA ROSA BEACH, FL #1204
PO BOX 100286
ATLANTA, GA 30384-0286



00005636 01 MB 0.382 01 TR 024 FRIDCW01 000000
MORGAN CONTRACTING, INC
NORTHERN TRANS MAIN
6575 HWY 189 NORTH
BAKER, FL 32531

APPROVED
(7)

SHIP TO

MORGAN CONTRACTING, INC
NORTHERN TRANS MAIN
W CLUB DR
PENSACOLA, FL 32505



121807 ENTERED

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
335	335	FL2ESC		110	NORTHERN TRANS MAIN	08/03/10	10 67957
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	QTY	AMOUNT	
40 4	40 4	A488500201B GE00212X300	48X20 N12 PROLINK ST SLD HDPE PIPE D-2 FLTR FAB 12X300 RL 400 SY/RL	54.293 689.000	FT EA	2171.72 2756.00	
			CALL LOREN WHITE ON ARRIVAL 850-499-0738				
			INCLD IN R1P2AP				
			INVOICE SUB-TOTAL				4927.72
			TAX		Escambia		369.58

NOT RECORDED
JUL 20 2010

RECEIVED
AUG 09 2010
By _____

TERMS: NET 10TH PROX

All accounts are due and payable per the invoiced terms. All past due amounts are subject to a service charge at the maximum rate allowed by state law plus costs of collection including attorney fees if incurred. Freight terms are FOB our dock unless otherwise specified above.

ORIGINAL INVOICE

TOTAL DUE 5,297.30

WARRANTY PROVISIONS: SEE REVERSE SIDE A

Invoice

HOME OF THE
ORIGINAL COLOR CHIPS
COMPANY



Date	Invoice #
6/3/2010	57252

Bill To

Morgan Contracting Inc.
6575 Hwy 189 North
Baker, FL 32531
850-499-0738
lwhite@morgan1.com

Ship To

Morgan Contracting Inc.
6575 Hwy 189 North
Baker, FL 32531
Loren White: 850-499-0738
Call 1 hour prior to delivery

Sales Order No.	PO Number / Job	Payment	Rep	Required By	Shipped Via
	VERBAL	Credit Card	777	6/3/2010	Best Way

QTY SHP	Item Code	Description	U/M	Price Each	Ordered	Amount
5	POL201006STC	Poly Sheeting 20' x 100' Nylon String Reinforced, Clear, 6mil	roll	90.00		450.00
1	Freight Charge...	Freight Charge		123.83		123.83

Sales Tax (6.0%) \$0.00

Total \$573.83

Balance Due \$0.00

Remittance:
Norkan, Inc. 26200 Groesbeck Hwy Warren, 48089 USA

Norkan Phone: 586-771-6500
Norkan Fax: 586-771-6501
Norkan Web: www.norkan.com

"Service is our pledge, Loyalty is our goal"



INVOICE
SEND ALL PAYMENTS TO:
SUNBELT RENTALS
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO. 26332575-001

6125744

8/12/10

1 of 1

INVOICE TO

102 - 1740 - 1801
MORGAN CONTRACTING
6575 HIGHWAY 189 N
BAKER FL 32531-7801



JOB ADDRESS
NORTHERN TRANSMISSION LINE
GREENBRIER BLVD
PENSACOLA, FL 32514

850-499-0738

WHITE, LOREN

26332575

GREENBRIER REPAIR

1 - NORTHERN TRANSMI

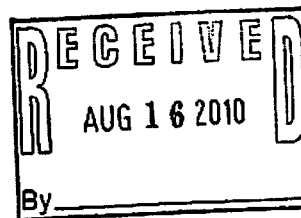
PENSACOLA PC267
6802 PENSACOLA BLVD
PENSACOLA, FL 32505-1220
850-477-6033



QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	4WD STANDARD BACKHOE LOADER CANOPY	200.00	200.00	600.00	1200.00	200.00
	419160 Make: JCB Model: 214E-STANDARD Ser #: 906005					
	HR OUT: 46.600 HR IN: 46.700 TOTAL: .100					
	Billed from 8/10/10 thru 8/11/10					
1	24" BACKHOE BUCKET					N/C

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL	EA	3.600	3.60
	ENVIRONMENTAL			
16	DIESEL	EA	4.500	72.00
	2141XXX000			
	DELIVERY CHARGE			50.00
	PICKUP CHARGE			50.00
	FINAL BILL: 8/10/10 02:00 PM THRU 8/11/10 03:00 PM.			



Equipment Service Guaranteed.

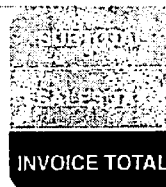
REMIT TO:

NET DUE UPON RECEIPT

SUNBELT RENTALS
PO BOX 409211
ATLANTA, GA 30384-9211

Invoices not paid within 30 days may be subject
to a 1-1/2% per month charge.

RENTAL RETURN



375.60

20.67

396.27

PD07-08.134 General Paving and Drainage Pricing Agreement
Valid From October 1, 2009 till September 30, 2010

Section Number General Drainage and Paving

Quantity Units Unit Price Ext Cost

Performance Bond Section 0001-

0001-	1001	Performance Bond	1.00	Per \$1000	\$10.50	0.00
-------	------	------------------	------	------------	---------	------

Mobilization Section 00010

Mobilization Section 00010-1000

00010-	1002	Mobilization, 16 - 30 Miles	2	EA	\$2,000.00	\$4,000.00
00510-	1007	48" HDPE Pipe, 4:1 Slope	55	EA LF	\$77.00	\$4,235.00
00620-	1001	Earthwork Excavation by machine	200	CY	\$3.90	\$780.00
00620-	1002	Earthwork Excavation by hand	200	CY	\$25.00	\$5,000.00
00620-	1003	Earthwork Fill (sand-clay build up)	362	CY	\$6.25	\$2,262.50
00620-	1004	Earthwork Establishing Grade	555	SY	\$0.75	\$416.25
00620-	1006	Misc Fine Grading	555	SY	\$0.75	\$416.25
00630-	1005	Seed & Mulch Road & Shoulders	1722	SY	\$0.50	\$861.00
00640-	1003	Stone Rip Rap/with Geotextile (12" min. depth)	185	CY	\$85.00	\$15,725.00
00640-	1019	Erosion Control Blanket, Type E-5, FDOT Index 199	555	SY	\$7.00	\$3,885.00
00640-	1023	Silt Fence Type IV, over 500lf	500	LF	\$4.00	\$2,000.00
00640-	1028	Baled Hay or Straw	200	EA	\$7.50	\$1,500.00

Sub Totals

\$41,081.00

Performance and Payment Bond (Required for projects over
\$25,000.00)

\$431.35

Sub Totals

Grand Total

\$41,512.35

	Balance of Line	Qty	Units		
1st stabilization effort		1		\$4,100.00	\$4,100.00
					\$0.00
					\$0.00
Unhide for additional Line 1218-1224					\$4,100.00
Revised Grand Total with BOL					\$45,612.35



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 23.

County Administrator's Report

Date: 11/18/2010
Issue: Residential Rehab Grant 423 S. 1st St.
From: Sandra Prince Jennings, P.E., Bureau Chief
Organization: Comm & Env Neigh Redevelopment
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant 423 South 1st Street - Sandra P. Jennings, P.E.,
Community & Environment Bureau Chief

That the Board ratify the following November 18, 2010, action of Escambia County, a political subdivision of the State of Florida, acting in its capacity as Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Funding and Lien Agreements for the property located at 423 South 1st Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Angela LeBlanc, owner of residential property located at 423 South 1st Street, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$975, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, for the following improvements:

Sanitary sewer connection; and

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

BACKGROUND:

On November 18, 2010, a CRA meeting was convened to consider approval of the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Angela LeBlanc. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington TIF, Fund 151, Cost Center 220516, and Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Community & Environment Bureau/Community Redevelopment Agency (CEB/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

CEB/CRA staff, in coordination with the property owner(s), handles all implementation tasks. CEB/CRA monitors the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Residential Rehab Grant 423 S. 1st St. Lien, Funding Agreement, Photo

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18th day of **November 2010**, by and between the Escambia County, a political subdivision of the State of Florida, acting in its capacity as the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Angela LeBlanc, (the "Recipient"), owner of property located at 423 South 1st Street, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a Program grant in the maximum amount of **\$975**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$975**, which shall be comprised of a cash contribution of **\$975**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18th** day of **November 2010**, and the Project shall be complete on or before the **18th** day of **February 2011** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:

Angela LeBlanc
423 South 1st Street
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: _____
Kevin W. White, Chairman

ATTEST: **Ernie Lee Magaha**
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

BCC Approved: _____

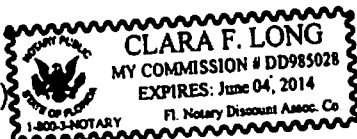
This document approved as to form and legal sufficiency.

By: *Kristen Hual*
Title: ACA
Date: 10/12/10

For Recipient: *Angela LeBlanc*
Angela LeBlanc, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of October, 2010 by Angela LeBlanc, owner of property. He (She) is personally known to me or ☒ has produced FLC 445... 829.0 as identification.

(Notary Seal) 

Clara F. Long
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner: **Angela LeBlanc**
Property Address: **423 South 1st Street, Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

Sanitary sewer connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Bureau
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Angela LeBlanc

Address of Property
423 South 1st Street
Pensacola, FL 32507

Property Reference No.
51-2S-30-7062-009-035

Total Amount of Lien

\$975

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

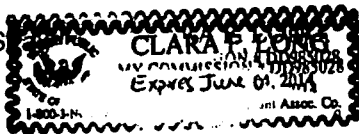
For Recipient:

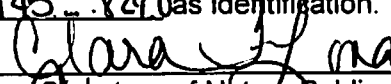
Angela LeBlanc, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of October, 2010 by Angela LeBlanc, owner of property. He ☒ She ☐ is personally known to me or ☒ has produced FLC 1145 . 8290 as identification.

(Notary S




Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

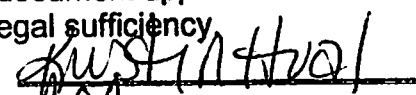
For: **Board of County Commissioners of
Escambia County**

By: _____
Kevin W. White, Chairman

ATTEST: **ERNIE LEE MAGAHA**
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency

By: 
Title: ACA
Date: 10/12/10

This instrument prepared by:
Clara Long, Redeveloper II, CRA
Community & Environment Bureau
221 Palafox Place, Pensacola, FL 32502
H:\NESD\CRA\GRANTS\Grant Agreements\2010\residential rehab grant_LeBlanc_ 112010.doc



Sanitary Sewer Connection

423 1st Street - LeBlanc



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Discussion Item #: 1.

County Administrator's Report

Date: 11/18/2010
Issue: Resolution for Escambia County Housing Finance Authority Bonds
From: Richard Lott
Organization: McGuireWoods LLP
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Resolution for Escambia County Housing Finance Authority Bonds - Richard Lott, Bond Counsel, McGuireWoods, LLP

That the Board adopt the Resolution which approves a plan of finance for low-interest loans to first-time homebuyers, and authorizes the Escambia County Housing Finance Authority (the "Authority") to issue Single Family Mortgage Revenue Bonds from time to time, including temporary bond anticipation notes in connection therewith, in an aggregate principal amount not to exceed \$300,000,000.

BACKGROUND:

Since the creation of the Authority by the County in 1980, the Authority has operated a number of programs to take advantage of federal tax programs that provide low-interest financing for housing. The proposed Program described in the Resolution provides affordable mortgage financing for first time homebuyers of low, moderate and median incomes in Escambia and other participating counties in Florida (the "Program"). The Program offers below market interest rates, or other optional interest rates which assist the homebuyer with down payments or closing costs. On November 15, 2010, the Authority conducted a TEFRA hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, to take public comment on the plan of finance for the Program, including its intention to issue and sell from time to time its mortgage revenue bonds in an aggregate principal amount not to exceed \$300,000,000, including temporary bond anticipation notes in connection therewith. Adoption of the Resolution is the only action required by the Board of County Commissioners. The Bonds will be issued by the Authority. Bonds issued pursuant to the plan of finance will never constitute an indebtedness, liability, general or moral obligation, or pledge of the faith, credit or taxing power of the State of Florida, Escambia County, or any other political subdivision of the State of Florida within the meaning of any charter, constitutional or statutory provisions or limitations.

Adoption of the Resolution is the only action required by the Board of County Commissioners. The Bonds will be issued by the Authority. Bonds issued pursuant to the plan of finance will never constitute an indebtedness, liability, general or moral obligation, or pledge of the faith, credit or taxing power of the State of Florida, Escambia County, or any other political subdivision of the State of Florida within the meaning of any charter, constitutional or statutory provisions or limitations.

BUDGETARY IMPACT:

The Authority does not receive funds from the County, and no funds of the County are expended in connection with the Program or the bonds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's bond counsel, Richard I. Lott of McGuireWoods LLP, also serves as bond counsel to the Authority. Mr. Lott will review the documents on behalf of the County to insure that the County has no liability or obligation under the bonds.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Single Family Mortgage Revenue Bond Program provides first time homebuyers with housing at affordable rates, thus encouraging home ownership. The Program further serves a public purpose by advancing economic prosperity, health and general welfare of the State of Florida, Escambia County and its people. Approval of this project will allow the Authority to comply with its statutory mission to assist persons of low, moderate and median income in obtaining safe and adequate housing.

IMPLEMENTATION/COORDINATION:

None.

Attachments

Resolution-ECHFA Bonds

RESOLUTION R2010-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A PLAN OF FINANCE FOR A HOME MORTGAGE FINANCING PROGRAM BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY; APPROVING THE ISSUANCE AND SALE FROM TIME TO TIME OF SINGLE FAMILY MORTGAGE REVENUE BONDS (MULTI-COUNTY PROGRAM), BY THE AUTHORITY FOR THE PURPOSES OF THE PROGRAM; GRANTING CERTAIN OTHER APPROVALS REQUIRED FOR SUCH PROGRAM; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under the Housing Finance Authority Law, Chapter 159, Part IV, Florida Statutes (the "Act"), the Board of County Commissioners of Escambia County, Florida (the "Board"), by ordinance enacted on May 1, 1980, found a shortage of affordable housing and capital for investment therein and declared a need for establishment of the Escambia County Housing Finance Authority (the "Authority"); and

WHEREAS, on May 29, 1980, the Board enacted Ordinance 80-12 and on March 20, 2003, the Board enacted Ordinance 2003-8 (collectively, the "Ordinance") creating the Authority and authorizing the Authority to exercise all powers under the Act subject to approval by the Board as a condition precedent to the effectiveness of the certain actions of the Authority; and

WHEREAS, the Authority has previously issued bonds to alleviate the shortage of single family housing and capital for investments in such single family housing and such bonds have only provided partial relief; and

WHEREAS, pursuant to the provisions of the Act, the Authority has adopted its Resolution No. 09-01, (the "Authority Resolution") setting forth its plan of finance for the issuance of not exceeding \$300,000,000 in revenue bonds ("the "Bonds"), to fund the Multi-County Program described therein (the "Program"); and

WHEREAS, pursuant to Section 147 of the Code a public hearing was held on Monday, November 15, 2010, at 1:00 p.m., and notice of such hearing was given in the form and in the manner required by the Code; and

WHEREAS, the Board desires to approve the plan of finance for the Program, and the Bonds;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. Plan of Finance, Bonds, and Other Contracts and Actions Approved.

(A) The Board hereby approves the Program and the plan of finance therefor. The issuance by the Authority from time to time of not exceeding \$300,000,000 of its Single Family Mortgage Revenue Bonds, for the purposes described in the Authority Resolution, is hereby approved. The Authority may establish such series designations and other identifying characteristics of each series of the Bonds as it may deem appropriate to distinguish each series of Bonds. The Authority is hereby authorized to operate in each Participating County for the purpose of making or financing affordable single family mortgage loans and to enter into any contracts or agreements necessary or useful in connection with the Program.

(B) Each such series shall be issued upon such terms, and be secured by such sources, as the Authority shall determine; provided that the Authority shall notify the County Administrator in writing of the designation and amount of each such series, prior to the issuance thereof, to the extent, if any, required by County Ordinances 80-12, 97-43 or 2003-8, each as amended and supplemented.

(C) Nothing herein shall be deemed to impose any responsibility or liability upon Escambia County arising on account of the approvals granted herein, or in connection with any bonds of the Authority. The County has not made any inquiry or investigation into the Bonds or the matters contemplated by the sale, issuance or offering thereof; and the makes no endorsement or recommendation for the purchase of the Bonds.

Section 2. Repealing Clause. All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed. This resolution and the authorizations contained herein shall be in addition to, and not in derogation of, prior resolutions of the County approving bonds (including any carry-forward bonds), notes and interlocal agreements for the Authority. Nothing herein shall be deemed to repeal or impair or reduce the authorizations contained in such Resolutions, except that the provisions of Section 1(B) hereof shall apply to the bonds issued pursuant to such Resolutions.

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption this 18th day of November, 2010.

**ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

(SEAL)

By: _____
Kevin W. White, Chairman

ATTEST:

**ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT**

Deputy Clerk

Approved as to form and legality:

By:  _____
Alison P. Rogers, County Attorney



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Discussion Item #: 2.

County Administrator's Report

Date: 11/18/2010
Issue: School Board Request to Waive Rental Fees-Pensacola Civic Center
From: Commissioner Grover C. Robinson, IV, Chairman
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Discussion Concerning a Letter Dated October 25, 2010, from Malcolm Thomas, Superintendent of the School District of Escambia County, Requesting a Waiver of the Pensacola Civic Center Rental Fees for the Arena and Parking Lot, in the amount of \$7,000, for Graduation Ceremonies - Commissioner Grover C. Robinson, IV, Chairman

BACKGROUND:

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments

School Board Letter Civic Center Fees



"Making A Positive Difference"

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

75 NORTH PACE BOULEVARD

PENSACOLA, FL 32505

PH. 850/432-6121 • FAX: 850/469-6379

<http://www.escambia.k12.fl.us>

MALCOLM THOMAS, SUPERINTENDENT

October 25, 2010

Mr. Keith Wilkins
Bureau Chief
Neighborhood and Community Services Bureau
223 Palafox Place, Third Floor OCH
Pensacola, Florida 32502

Dear Mr. Wilkins:

The School District of Escambia County contracts each year with the Pensacola Civic Center for its graduation ceremonies. For the 2010-2011 school year, the total cost to the school district for that contract has been estimated to be \$26,688.88, which includes a rental fee of \$5,000 for the arena and \$2,000 for the parking lot. I am requesting a waiver of the \$7,000, which would decrease the expense to the school district for the use of the facility to \$19,688.88. I have the contract from the Civic Center, and as soon as I can get an answer to this request, I am prepared to take the contract to the School Board for approval.

The relationship between the School District and the Civic Center has been a good one, and we appreciate the collaborative efforts on both sides to make the graduation ceremony for each school special for both students and parents.

I look forward to hearing from you soon.

Sincerely,

Malcolm Thomas
Superintendent

RECEIVED
OCT 27 2010

County Administrator's Office

RECEIVED

OCT 26 2010

NCSB

AI-110

Item #: 13.

BCC Regular Meeting

Date: 11/18/2010

SUBJECT:

County Attorney's Report

Attachments

County Attorney's Report

COUNTY ATTORNEY'S REPORT

November 18, 2010

I. FOR ACTION

1. Rescheduling the Public Hearing to Amend the Panhandling and Solicitation Ordinance
Recommendation Concerning Rescheduling the Public Hearing to Amend the Panhandling and Solicitation Ordinance
That the Board consider the following:
 - A. Rescind the Board's action taken November 4, 2010 to schedule a public hearing on December 9, 2010 at 5:33 p.m.; and,
 - B. Reschedule the public hearing to be held on January 20, 2011 at 5:32 p.m. to amend Chapter 86, Art. VIII, section 86-250 through 86-253 of the Code of Ordinances, the Panhandling and Solicitation Ordinance.

II. FOR INFORMATION

1. J. Steven Ford, et al. (Kirke M. Beall Trust) v. Escambia County, FL (Case No. 2005 CA 001967)

ISSUE: *J. Steven Ford, et al. (Kirke M. Beall Trust) v. Escambia County, FL*

That the Board accept the below information concerning *J. Steven Ford, et al. (Kirke M. Beall Trust) v. Escambia County, FL* (Case No. 2005 CA 001967).

Settlement negotiations have ended in an impasse. During negotiations, County moved for summary judgment asserting that there were no genuine issues of material fact which would allow the Beall Trust to pursue a claim for inverse condemnation as the Trust no longer owned the real property and that it enjoyed substantial use of the real property during its ownership. Circuit Court Judge Linda Nobles denied the motion although she agreed it was a close question. The County can renew the motion at a later time or move for involuntary dismissal during a judge trial on the issue of taking by the County which must be determined as part of an inverse condemnation claim. Judge Nobles set this case for jury trial for the week of June 20, 2011. The case is number two on the judge's calendar.

If further discussions are needed by the Board as to the status of this case, then an attorney-client session should be scheduled at the Board's convenience.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Action Item #: 1.

County Attorney's Report

Date: 11/18/2010
Issue: Rescheduling the Public Hearing to Amend the Panhandling and Solicitation Ordinance
From: Alison Rogers
Organization: County Attorney's Office
CAO Approval: N/A

RECOMMENDATION:

Recommendation Concerning Rescheduling the Public Hearing to Amend the Panhandling and Solicitation Ordinance

That the Board consider the following:

- A. Rescind the Board's action taken November 4, 2010 to schedule a public hearing on December 9, 2010 at 5:33 p.m.; and,
- B. Reschedule the public hearing to be held on January 20, 2011 at 5:32 p.m. to amend Chapter 86, Art. VIII, section 86-250 through 86-253 of the Code of Ordinances, the Panhandling and Solicitation Ordinance.

BACKGROUND:

At the November 4, 2010 meeting, the Board scheduled a public hearing to consider amending the Panhandling and Solicitation Ordinance. On March 5, 2007 the Board of County Commissioners enacted the Panhandling and Solicitation Ordinance; this ordinance amends and streamlines it. The rescheduling of the public hearing allows for the Escambia County Sheriff's Department to provide additional input and for the Escambia County Sheriff's Department attorney to be present.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney drafted the amendment to the Ordinance and it will be advertised in the Pensacola News Journal.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proposed Panhandling/Solicitation Ordinance

ORDINANCE NO. 2010-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING CHAPTER 86, ARTICLE VIII, SECTIONS 86-250 THROUGH 86-253 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; PROVIDING FOR A SHORT TITLE AND AMENDED LEGISLATIVE FINDINGS; PROVIDING FOR AMENDMENTS RELATING TO SOLICITING, BEGGING OR PANHANDLING IN CERTAIN AREAS OR UNDER CERTAIN CIRCUMSTANCES; AMENDING PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County does not intend to limit any persons from exercising their constitutional right to solicit funds, picket, protest or engage in other constitutionally protected activity; and,

WHEREAS, Escambia County desires to protect First Amendment rights and encourages the exercise of those rights; and,

WHEREAS, Escambia County likewise desires to protect residents, visitors and businesses from the fear and intimidation that accompany certain kinds of solicitation that have become an unwelcome and overwhelming presence in the County; and,

WHEREAS, Escambia County has authority pursuant to ch. 125, Fla. Stat., and its inherent police powers to proscribe aggressive solicitation and other behaviors deemed threatening to the health, safety and welfare of residents, visitors and businesses; and,

WHEREAS, state and federal court decisions support Escambia County's authority to legislate certain behavior; and,

28 WHEREAS, prohibiting certain solicitation behaviors is necessary to
29 protect the safety and sense of well-being of residents, visitors and businesses;
30 and,

31 WHEREAS, section 316.130, Fla. Stat. prohibits use of the roadbed for
32 certain solicitation activities; and,

33 WHEREAS, the court in Sun-Sentinel v. City of Hollywood, 274 F. Supp.
34 2d 1323 (S.D. Fla. 2003) upheld the constitutionality of section 316.130, Fla.
35 Stat.; and,

36 WHEREAS, amending the County's solicitation ordinance will provide for
37 continued protection of persons' First Amendment rights while ensuring
38 residents, visitors and businesses are protected from behaviors that are or may
39 be perceived as threatening, unsafe or intimidating.

40 NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY
41 COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

42 **Section 1.** Chapter 86, Article VIII, Sections 86-250 through 86-253 are hereby
43 amended to read as follows:

44 **ARTICLE VIII, CHAPTER 86 SOLICITING, BEGGING OR PANHANDLING**

45
46 **Section 86-250 LEGISLATIVE FINDINGS.**

47
48 **A. Short Title. This ordinance shall be known as "The Solicitation**
49 **Ordinance."**

50 **B.** The Board of County Commissioners hereby make the following legislative
51 findings:

52 1. Solicitation throughout the County is extremely disruptive under
53 certain circumstances and potentially dangerous to residents,
54 visitors and businesses and contributes to the loss of access to and
55 enjoyment of public places as well as an enhanced sense of fear,
56 intimidation, and disorder; and,

57 ~~1. Studies have shown that soliciting, begging or panhandling has a~~
58 ~~negative impact on the attraction of businesses to the area as well~~
59 ~~as the ability to retain existing businesses; and,~~

60 2. Certain behaviors by their nature are likely to intimidate or threaten
61 residents, visitors and businesses as they convey an implicit or
62 explicit threat to persons or property; and,

63 ~~2. Studies have shown that soliciting, begging or panhandling causes~~
64 ~~a sense of fear and intimidation, particularly at night, on roadways~~
65 ~~or in confined areas; and,~~

66 3. This law is not intended to limit any persons from exercising their
67 constitutional right to solicit funds, picket, protest or engage in other
68 constitutionally protected activity.

69 ~~3. Studies have shown that soliciting, begging or panhandling~~
70 ~~contributes to the negative perception of those areas where it~~
71 ~~occurs, which discourages shoppers and visitors and contributes to~~
72 ~~the lack of enjoyment of public places within these areas.~~

73 **Section 86-251 DEFINITIONS.**

74 A. ~~Arterial roadway~~ means a roadway providing service which is
75 relatively continuous and of relatively high traffic volume, long trip
76 length, and high operating speed. In addition, every United States
77 numbered highway is an arterial road.

78 BA. Begging means for purposes of this section only, the same as
79 soliciting, below.

80 C. ~~Community outreach services~~ means a public or private services
81 provider that offers residential, rehabilitative, medical or social
82 services assistance, including but not limited to mental health
83 treatment, drug or alcohol rehabilitation or homeless assistance
84 services for individuals in need thereof. One example of an entity
85 that can help individuals access such services.

86 D. ~~Community Redevelopment Areas~~ means those areas of the
87 County the Board of County Commissioners has found to be areas
88 of slum and blight as set forth in §§ 163.330—163.463, Fla. Stat.
89 Escambia County's Community Redevelopment Areas include the
90 Barrancas Redevelopment Area, Brownsville Redevelopment Area,
91 Englewood Redevelopment Area, Palafox Redevelopment Area
92 and Warrington Redevelopment Area and these areas are set forth
93 in the map made a part of this ordinance. The Board of County
94 Commissioners may establish additional Community
95 Redevelopment Areas pursuant to sections 163.330—163.463,
96 Florida Statutes.

97 ~~EB.~~ Panhandling means for purposes of this section only, the same as
98 soliciting, below.

99 ~~FC.~~ Soliciting means for purposes of this section only, any request
100 made in person on a street, ~~sidewalk, or public place~~ public place
101 or park, asking for an immediate donation of money or other ~~thing~~
102 ~~of value~~ gratuity, including the purchase of an item or service for an
103 amount far exceeding its value, under circumstances where a
104 reasonable person would understand that the purchase is a
105 donation. Soliciting shall not include passively standing or sitting
106 nor performing music, singing or other street performance with a
107 sign or other indication that ~~one is seeking donations without~~
108 ~~addressing the request to any specific person~~ a donation is being
109 sought, without any vocal request other than in response to an
110 inquiry by another person.

111 **Section 86-252 SOLICITING, BEGGING OR PANHANDLING PROHIBITED**
112 **IN CERTAIN AREAS OR UNDER CERTAIN**
113 **CIRCUMSTANCES.**
114

115 It shall be unlawful for any person to solicit, beg or panhandle in the
116 unincorporated areas of Escambia County, in the following areas or under the
117 following circumstances:

- 118 A. On any day after sunset, or before sunrise; or
119 B. When either the panhandler or the person being solicited is located
120 at any of the following locations:
121 1. At a bus stop.

- 122 2. In any public transportation vehicle.
- 123 3. In any public transportation facility.
- 124 4. In a vehicle which is parked or stopped on a public street or
- 125 alley.
- 126 5. In a sidewalk café.
- 127 6. Within 20 feet from any ATM machine or entrance to a bank.
- 128 7. Within 20 feet of a public toilet facility.
- 129 8. ~~From any operator of a motor vehicle that is in traffic on a~~
- 130 ~~public street~~ No person shall stand in the portion of a public
- 131 roadway paved for vehicular traffic for the purpose of
- 132 soliciting a ride, employment or business from the occupant
- 133 of any vehicle; provided, however, that this prohibition shall
- 134 not apply to services rendered in connection with emergency
- 135 repairs requested by the owner or passengers of such
- 136 vehicle; or
- 137 C. In an aggressive manner, to include any of the following:
- 138 1. Touching the solicited person without the solicited person's
- 139 consent.
- 140 2. Panhandling a person while such person is standing in line
- 141 and waiting to be admitted to a commercial establishment.
- 142 3. Blocking the path of a person being solicited, or the entrance
- 143 to any building or vehicle.

- 144 4. Following behind, ahead or alongside a person who walks
145 away from the panhandler after being solicited.
146 5. Using profane or abusive language, either during the
147 solicitation or following a refusal to make a donation, or
148 making any statement, gesture, or other communication
149 which would cause a reasonable person to be fearful or feel
150 compelled; or

- 151 6. Panhandling in a group of two (2) or more persons; ~~or.~~

152 ~~D. Within 500 feet of the intersection of two arterial roads in any~~
153 ~~Community Redevelopment Area (CRA). The intersections of two~~
154 ~~arterial roads that fall within a Community Redevelopment Area in~~
155 ~~the unincorporated areas of Escambia County are:~~

156 *Arterial/Arterial Intersections Located in*
157 *Community Redevelopment Areas*
158

159 Warrington Redevelopment Area
160

161 ~~US98 (SR 30) and Navy Blvd (SR 295)~~
162 ~~New Warrington Rd. (SR 295) and Navy Blvd. (SR 30)~~
163 ~~New Warrington Rd. (SR 295) and Chief's Way (SR 294)~~
164 ~~Navy Blvd. (SR 295) and Chief's Way (SR 294)~~
165 ~~Gulf Beach Hwy. (SR 292) and Navy Blvd. (SR 295)~~
166 ~~Gulf Beach Hwy. (SR 292) and Fairfield Dr. (SR 727)~~
167

168 Palafex Redevelopment Area
169

170 ~~Fairfield Dr. (SR 295) and Pace Blvd. (SR 292)~~
171 ~~Palafex St. (SR 95) and Brent Lane (SR 296)~~
172 ~~"W" St. (CR 453) and Beverly Pkwy. (SR 296)~~
173 ~~Pace Blvd. (SR 292) and Palafex St. (SR 95)~~
174 ~~Fairfield Dr. (SR 295) and Palafex St. (SR 95)~~
175 ~~Fairfield Dr. (SR 295) and "W" St. (CR 453)~~
176

177 Englewood Redevelopment Area

178
179 ~~Fairfield Dr. (SR 295) and "W" St. (CR 453)~~
180 ~~Fairfield Dr. (SR 295) and Pace Blvd. (SR 292)~~
181
182 Barrancas Redevelopment Area
183
184 ~~None~~
185
186 Brownsville Redevelopment Area
187
188 ~~New Warrington Rd. (SR 295) and Mobile Hwy. (SR 10A)~~
189 ~~Mobile Hwy. (SR 10A) and "W" St. (CR 453)~~
190 ~~Fairfield Dr. (SR 727) and New Warrington Rd. (SR 295)~~
191 ~~New Warrington Rd. (SR 295) and Mobile Hwy. (SR 10A) Interchange Overpass~~
192 ~~Lillian Hwy. (SR 298) and New Warrington Rd. (SR 295)~~
193 ~~Lillian Hwy. (SR 298) and New Warrington Rd. (SR 295) Interchange Overpass~~
194 ~~**Note:** Some intersections are listed in two CRA's since some of their boundaries~~
195 ~~are adjacent.~~
196
197 **Section 86-253 PENALTIES.**

198 Any person convicted of violating this section shall be prosecuted in the
199 same manner as a misdemeanor in the second degree, and upon conviction
200 shall be punished by a fine not to exceed five hundred dollars (\$500.00) or
201 imprisonment in the county jail, not to exceed sixty (60) days or by both such fine
202 and imprisonment.

203 ~~In addition, the officer issuing a citation under this section may elect to~~
204 ~~contact community outreach services, such as United Way's First Call for Help, in~~
205 ~~order to determine whether a referral can be made or services offered to assist~~
206 ~~the individual cited. In the event the officer is unable to contact community~~
207 ~~outreach services at the time of the officer's contact with the person accused of~~
208 ~~violating this section, the officer may supply the person with information sufficient~~
209 ~~for the person to make such contact at a later time.~~

210 **Section 2. SEVERABILITY.**

211 It is declared the intent of the Board of County Commissioners that if any
212 subsection, clause, sentence, provision or phrase of this Ordinance is held to be
213 invalid or unconstitutional by a Court of competent jurisdiction, such invalidity or
214 unconstitutionality shall not be so construed as to render invalid or
215 unconstitutional the remaining provisions of this Ordinance.

216 **Section 3. INCLUSION IN THE CODE.**

217 It is the intention of the Board of County Commissioners that the
218 provisions of this Ordinance shall become and be made a part of the Escambia
219 County Code; and that the sections of this Ordinance may be renumbered or
220 relettered and the word "ordinance" may be changed to "section," "article," or
221 such other appropriate word or phrase in order to accomplish such intentions.

222 Section 4. EFFECTIVE DATE.

223 This Ordinance shall become effective upon its filing with the Department
224 of State.

225 DONE AND ENACTED this _____ day of _____, 2010.

226 BOARD OF COUNTY COMMISSIONERS
227 ESCAMBA COUNTY, FLORIDA

230 By: _____
231 Kevin W. White, Chairman

232 ATTEST: ERNIE LEE MAGAHA
233 Clerk of the Circuit Court

235 By: _____
236 Deputy Clerk

238 (SEAL)

239 ENACTED:
240 FILED WITH DEPARTMENT OF STATE:
241 EFFECTIVE:

ALISON PERDUE ROGERS
COUNTY ATTORNEY
BOARD CERTIFIED CITY, COUNTY, AND
LOCAL GOVERNMENT LAW

CHARLES V. PEPPLER
DEPUTY COUNTY ATTORNEY
BOARD CERTIFIED CIVIL TRIAL ATTORNEY

STEPHEN WEST
ASSISTANT COUNTY ATTORNEY
BOARD CERTIFIED REAL ESTATE LAW

RYAN E. ROSS
ASSISTANT COUNTY ATTORNEY

KRISTIN D. HUAL
ASSISTANT COUNTY ATTORNEY

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY**

**221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502**

**TELEPHONE: (850) 595-4970
TELEFAX: (850) 595-4979**



County Attorney's Report

Item #: 1.

Date: 11/18/2010

From: Charles V. Peppler, Deputy County Attorney

FOR INFORMATION:

ISSUE: *J. Steven Ford, et al. (Kirke M. Beall Trust) v. Escambia County, FL*

That the Board accept the below information concerning *J. Steven Ford, et al. (Kirke M. Beall Trust) v. Escambia County, FL* (Case No. 2005 CA 001967).

Settlement negotiations have ended in an impasse. During negotiations, County moved for summary judgment asserting that there were no genuine issues of material fact which would allow the Beall Trust to pursue a claim for inverse condemnation as the Trust no longer owned the real property and that it enjoyed substantial use of the real property during its ownership. Circuit Court Judge Linda Nobles denied the motion although she agreed it was a close question. The County can renew the motion at a later time or move for involuntary dismissal during a judge trial on the issue of taking by the County which must be determined as part of an inverse condemnation claim. Judge Nobles set this case for jury trial for the week of June 20, 2011. The case is number two on the judge's calendar.

If further discussions are needed by the Board as to the status of this case, then an attorney-client session should be scheduled at the Board's convenience.
