

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 –March 17, 2011– 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 White.
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. Proclamations.

Recommendation: That the Board take the following action concerning the adoption of the following four Proclamations:

A. Adopt the Proclamation commending and offering support to the dedicated Florida Advanced Registered Nurse Practitioners who continually provide excellent health care services to the citizens of Escambia County;

B. Adopt the Proclamation proclaiming the third week of March as "National Surveyors Week" in Escambia County;

C. Adopt the Proclamation proclaiming March 25, 2011, as "National Medal of Honor Day" in Escambia County; and

D. Adopt the Proclamation proclaiming April 2011 as "Fair Housing Month" in Escambia County.

7. Presentation.

PowerPoint Presentation entitled, "Fiscal Year 2011-2012 Budget Overview"

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. Reports:

Clerk of the Circuit Court & Comptroller's Report

Growth Management Report

County Administrator's Report

County Attorney's Report

10. Items added to the agenda.

11. Announcements.

12. Adjournment.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-522

Item #: 6.

**BCC Regular Meeting**

**Date:** 03/17/2011  
**Issue:** Proclamations.  
**From:** Charles R. (Randy) Oliver, CPA PE  
**Organization:** County Administrator's Office  
**CAO Approval:**

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**RECOMMENDATION:**

Recommendation: That the Board take the following action concerning the adoption of the following four Proclamations:

- A. Adopt the Proclamation commending and offering support to the dedicated Florida Advanced Registered Nurse Practitioners who continually provide excellent health care services to the citizens of Escambia County;
- B. Adopt the Proclamation proclaiming the third week of March as "National Surveyors Week" in Escambia County;
- C. Adopt the Proclamation proclaiming March 25, 2011, as "National Medal of Honor Day" in Escambia County; and
- D. Adopt the Proclamation proclaiming April 2011 as "Fair Housing 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

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**Attachments**

Proclamations

**PROCLAMATION**

**WHEREAS**, for more than 45 years, Advanced Registered Nurse Practitioners (ARNPs) have provided a high-quality, cost-effective and personalized healthcare for Floridians. Florida currently has 15,000 such professionals; and

**WHEREAS**, ARNPs are required to pass the National Practice Certification Examination. Additionally, they have graduate, advanced education (Master's Degrees and Doctorates) and advanced clinical experience, beyond their initial registered nurse preparation; and

**WHEREAS**, the excellence, safety, and cost-effective care provided by ARNPs is a well documented and established fact; and

**WHEREAS**, Advanced Registered Nurse Practitioners are licensed to provide primary health-care, administer and manage anesthesia, manage pregnancies and deliver babies, provide inpatient hospital care, provide psychiatric care, specialty, and long-term care services; and

**WHEREAS**, as a way to drive down costs, while increasing high-quality access to primary healthcare, the Institute of Medicine released a report in October 2010 that recommends removal of all "Scope of Practice Restrictions" on ARNPs; and

**WHEREAS**, in 2008, Florida's Medicaid expenditures were in excess of \$14 billion. The Office of Program Policy and Government Accountability issued a Research memorandum on December 30, 2010, stating that if ARNPs were utilized to their full scope of education and training, there would be an annual savings of \$7-\$44 million to Medicaid, up to \$1 million to the State employee health insurance, and \$339 million to the State as a whole; and

**WHEREAS**, Florida, unlike 48 other states, has several laws that restrict full utilization of ARNPs. These barriers include: inability to prescribe controlled substances; inability to involuntarily commit a suicidal patient under the Baker Act; inability to sign death certificates; lack of recognition as primary-care providers on all Medicaid, Medicare and private insurance company provider panels; and requirements to practice using supervisory protocols; and

**WHEREAS**, removing the restrictions that prevent ARNPs from practicing to their full extent will require no increase in the State Budget. If these barriers are removed; however, it will have an immediate impact on decreasing emergency room visits and increasing access to healthcare.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby commend and offer its support to the dedicated Florida Advanced Registered Nurse Practitioners, who work tirelessly to provide excellent healthcare services to the citizens of Escambia County and the State of Florida at-large.

**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: March 17, 2011

**PROCLAMATION**

**WHEREAS**, there are more than 45,000 professional surveyors in the United States. The role of the surveyor has been, and remains, of vital importance in the development of the United States; and

**WHEREAS**, since the colonial days of this nation, surveyors have been leaders in the community, statesmen, influential citizens and shapers of cultural standards. Former surveyors include George Washington, Thomas Jefferson, and Abraham Lincoln; and

**WHEREAS**, it was the work of the surveyor that determined the boundaries of land, the greatest economic asset in the colonies that became the United States; and

**WHEREAS**, in 1784 Thomas Jefferson chaired a committee, to devise a plan for disposing of lands west of the 13 original colonies. It was Thomas Jefferson who argued that surveying before the sale of land was necessary to prevent overlapping claims and to simplify deeds and registers; and

**WHEREAS**, Thomas Jefferson reportedly wrote a plan, which was debated in Congress and in modified form was adopted as the Land Ordinance of May 20, 1785, establishing the Public Land Survey System, the rectangular system that continues today in 30 mid-western and western states; and

**WHEREAS**, the nature of surveying has changed dramatically since 1785, as it is no longer limited to the description and location of land boundaries; and

**WHEREAS**, hydrographic surveys are important to the use of all bodies of water. Engineering surveys are utilized in the study and selection of engineering construction. Geodetic surveys determine precise global positioning for such activities as aircraft and missile navigation. Cartographic surveys are used for mapping and charting, as well as photogrammetry – the science of using aerial photographs for measurement and map production; and

**WHEREAS**, many services are provided through the use of sophisticated surveying equipment and techniques, including satellite-borne, remote, sensing devices and automated positioning, measuring, recording and plotting equipment.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the third week of March as **"NATIONAL SURVEYORS' WEEK"** in Escambia County and on behalf of its citizens, recognizes and honors all professional surveyors for their contributions to society.

**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: March 17, 2011

**PROCLAMATION**

**WHEREAS**, the Medal of Honor, the highest military decoration awarded by the United States Government, is customarily awarded by the President of the United States and presented in the name of Congress; and

**WHEREAS**, the Medal of Honor is bestowed on a member of the United States Armed Forces who distinguishes himself "conspicuously by gallantry and intrepidity at the risk of his life above and beyond the call of duty while engaged in action against an enemy of the United States"; and

**WHEREAS**, the first Medal of Honor was awarded on March 25, 1863. Since that time, 3,468 Medals of Honor have been awarded; and

**WHEREAS**, today there are 91 living Recipients of the Medal of Honor; and

**WHEREAS**, Medal of Honor Recipients epitomize patriotism and allegiance to our Government and the Constitution of the United States of America. Their actions promote and perpetuate the principles upon which our great nation is founded.

**NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, does hereby proclaim March 25, 2011, as

**"NATIONAL MEDAL OF HONOR DAY"**

in Escambia County and, on behalf of its citizens, offers heartfelt appreciation and gratitude to all the Medal of Honor Recipients and their families for their selfless devotion to their Country and fellowman.

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

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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

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Deputy Clerk

Adopted: March 17, 2011

**PROCLAMATION**

**WHEREAS**, the Escambia County Fair Housing Ordinance, as approved by the Escambia County Board of County Commissioners and implemented through the activities of the Escambia-Pensacola Human Relations Commission, ascribes to the goal of equal housing opportunity and equal access to housing for all citizens; and

**WHEREAS**, the ability to freely choose one's place of residence is held as a precious right in America. This right is guaranteed by Title VIII of the 1968 Civil Rights Act and amendments thereto and Escambia County Fair Housing Ordinances Number 83-9 and Number 84-1; and

**WHEREAS**, the Escambia-Pensacola Human Relations Commission has undertaken varied educational and informational activities to promote and ensure fair and equal access to housing for all Escambia County residents; and

**WHEREAS**, the realization of fair housing objectives requires the continuing commitment, involvement and support of every citizen; and

**WHEREAS**, this year's theme is – "Live Free From Housing Discrimination".

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim April 2011 as

**"FAIR HOUSING MONTH"**

in Escambia County and urges all citizens to join in the efforts to continue to support fair housing opportunities for all people.

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

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*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*

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*Deputy Clerk*

Adopted: March 17, 2011





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-536**

**Item #: 7.**

**BCC Regular Meeting**

**Date:** 03/17/2011  
**Issue:** Presentation.  
**From:** Charles R. (Randy) Oliver, CPA PE  
**Organization:** County Administrator's Office  
**CAO Approval:**

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**RECOMMENDATION:**

PowerPoint Presentation entitled, "Fiscal Year 2011-2012 Budget Overview"

**BACKGROUND:**

**BUDGETARY IMPACT:**

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:**

**POLICY/REQUIREMENT FOR BOARD ACTION:**

**IMPLEMENTATION/COORDINATION:**

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**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  
March 17, 2011

I. CONSENT AGENDA

1. Acceptance of Reports

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

A. Payroll Expenditures for Pay Date March 4, 2011, in the amount of \$2,160,739.18;

B. The following two Disbursements of Funds:

(1) February 24, 2011, to March 2, 2011, in the amount of \$14,519,811.56; and

(2) March 3, 2011, to March 9, 2011, in the amount of \$2,129,530.87;

C. The following two Budget Comparison Reports for the first five months of Fiscal Year 2010-2011:

(1) Summarized, by fund, Budget to Actual Comparison as of February 28, 2011; and

(2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of February 28, 2011;

D. The Investment Report for the month ended February 28, 2011; and

E. The Tourist Development Tax Collections Data for Fiscal Year 2010-2011, which includes the January 2011 returns received in the month of February 2011; the five months revenue collections of \$1,616,198 represent 31.23% of the Budget for the Fiscal Year; collections year-to-date indicate an overall 13.88% increase over the same time period in Fiscal Year 2010.

2. Acceptance of Documents

Recommendation: That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

A. The Neighborhood Enterprise Foundation, Inc., Pensacola, Florida, Financial Statements and Supplementary Information, October 31, 2010, as prepared by Steven J. Erickson, P.A., Certified Public Accountant, transmitted to the County Administrator's Office by Randy Wilkerson, Executive Director, Neighborhood Enterprise Foundation, Inc., on February 18, 2011, and received in the Clerk to the Board's Office on February 24, 2011;

B. Closing documents relating to the sale of surplus property, located at 3009 North Tarragona Street, to Sam Phillips, as approved by the Board on September 2, 2010, executed by the Chairman on February 24, 2011, and received in the Clerk to the Board's Office on February 28, 2011; and

C. The following three documents provided by Denee M. Rudd, Accounting Supervisor, Solid Waste Management, Community & Environment Bureau, and received in the Clerk to the Board's Office on March 7, 2011:

(1) The Continuation Certificate continuing, through December 31, 2011, Bond No. 551298, in the amount of \$900,000, issued by Evergreen National Indemnity Company, as Surety, on behalf of Allied Waste Services of North America, LLC (as Principal), in favor of Escambia County Solid Waste Management (as Oblige);

(2) Irrevocable Standby Letter of Credit Number 167, in the amount of \$10,000, issued by Beach Community Bank, in favor of Escambia County Solid Waste Management, for the account of Containers, Inc., effective November 17, 2010, until November 17, 2011; and

(3) The Financial Guarantee Bond, Bond No. 8220 25 94, in the penal sum of \$30,000, issued on September 1, 2010, by Magi Construction, LLC, as Principal, and Federal Insurance Company, as Surety, in favor of Escambia County Department of Solid Waste Management (as Oblige), for a term beginning September 1, 2010, and ending September 1, 2011.

CLERK OF THE COURTS & COMPTROLLER'S REPORT

March 17, 2011

Page 3 of 3

3. Minutes and Reports

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 3, 2011; and

B. Approve the Minutes of the Regular Board Meeting held March 3, 2011.



**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:** 03/17/2011  
**Issue:** Acceptance of Reports  
**From:** Doris Harris

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**Information**

**Recommendation:**

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

- A. Payroll Expenditures for Pay Date March 4, 2011, in the amount of \$2,160,739.18;
- B. The following two Disbursements of Funds:
  - (1) February 24, 2011, to March 2, 2011, in the amount of \$14,519,811.56; and
  - (2) March 3, 2011, to March 9, 2011, in the amount of \$2,129,530.87;
- C. The following two Budget Comparison Reports for the first five months of Fiscal Year 2010-2011:
  - (1) Summarized, by fund, Budget to Actual Comparison as of February 28, 2011; and
  - (2) Actual Revenue and Expenditure Comparison to the prior Fiscal Year as of February 28, 2011;
- D. The Investment Report for the month ended February 28, 2011; and
- E. The Tourist Development Tax Collections Data for Fiscal Year 2010-2011, which includes the January 2011 returns received in the month of February 2011; the five months revenue collections of \$1,616,198 represent 31.23% of the Budget for the Fiscal Year; collections year-to-date indicate an overall 13.88% increase over the same time period in Fiscal Year 2010.

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**Attachments**

CR I-1



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  
 COURT CIVIL  
 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  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

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

Pay Date: March 4, 2011

Check No: 50020173 - 50020242	\$50,929.64
Direct Deposits:	\$1,078,921.46
Total Deductions and Matching Costs:	\$1,030,888.08
Total Expenditures:	\$2,160,739.18

2011 MAR -2 A 10:36  
 ERNIE LEE MAGAHA  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.  
 THE BOARD OF  
 COMMISSIONERS



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  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

Escambia County, Florida  
 Disbursement of Funds From:

02/24/11 to 03/02/11

DISBURSEMENTS

Computer check run of:

2/24/11 & 3/02/11

\$ 6,802,115.49

L-Vendor

\$ 0.00

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment	\$ <u>93,230.80</u>
Elected Official	\$ <u>7,011,666.01</u>
Preferred Governmental Claims	\$ <u>45,284.01</u>
Dental Insurance	\$ <u>0.00</u>
Credit Card Purchases	\$ <u>24,616.03</u>
Other                      Veolia Transportation	\$ <u>542,899.22</u>

Total Disbursement by Wire

\$ 7,717,696.07

**TOTAL DISBURSEMENTS**

\$ 14,519,811.56

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.

2011 MAR -3 A 8:04  
 ERNIE LEE MAGAHA  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.  
 CLERK OF CIRCUIT COURT  
 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 AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

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

FINANCE  
 JURY MANAGEMENT  
 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:** 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:** March 9, 2011

**SUBJECT:** Budget Comparison Reports for fiscal year 2011

**RECOMMENDATION:**

That the Board accepts, for filing with the Board's Minutes, Budget Comparison Reports for the first five months of Fiscal Year 2010-2011 as follows:

1. Summarized, by fund, Budget to Actual Comparison as of February 28, 2011.
2. Actual Revenue and Expenditure Comparison to the prior fiscal year as of February 28, 2011.

PLS/nac

2011 MAR -8 P 1:07  
 CLERK OF THE BOARD OF  
 COUNTY COMMISSIONERS  
 ESCAMBIA COUNTY, FL.

**Budget to Actual Summary Report**  
**For the fiscal year 2011**  
**as of February 28, 2011**  
**5 months or 41.67% of Fiscal Year**

Fund # Fund Name	BUDGET ACTIVITY			Total Revenue		Total Expenditures		Difference (Gain/(Use) of Fund Balance <sup>1</sup>
	BUDGET as originally published	Re-Budgets and Amendments	Amended Budget	2011 Actual Revenue	Percent Realized	2011 Actual Expenditures	Percent Realized	
001 General Fund	174,228,334	14,627,900	188,856,234	101,895,135	54%	70,112,494	37%	31,782,641
101 Esc. County Restricted	269,109	1,385,653	1,654,762	124,422	8%	114,102	7%	10,320
102 Economic Development	2,594,460	1,693,328	4,287,788	411,589	n/a	408,290	10%	3,299
103 Code Enforcement	2,227,264	1,365,076	3,592,340	1,006,887	28%	710,988	20%	295,899
104 Mass Transit	9,079,695	4,065	9,083,760	3,655,449	40%	2,893,226	32%	762,223
106 Mosquito Control	35,000	58,488	93,488	9,339	10%	8,064	9%	1,275
108 Tourist Promotion	5,316,250	1,170,100	6,486,350	1,870,345	29%	2,024,847	31%	(154,502)
110 Grants Fund	8,551,476	12,779,882	21,331,358	765,604	4%	1,346,235	6%	(580,631)
112 Disaster Recovery	0	5,161,081	5,161,081	885,992	17%	55,062	1%	830,930
114 Misdemeanor Probation	2,357,564	(49,883)	2,307,681	1,014,303	44%	865,953	38%	148,350
115 Article V	3,028,327	2,895,379	5,923,706	1,071,728	18%	1,034,619	17%	37,109
116 Development Review Fees	250,647	47,678	298,325	113,357	38%	82,352	28%	31,005
117 Perdido Key Beach Mouse	0	129,105	129,105	464	n/a	0	n/a	464
120 SHIP	4,197,855	3,200	4,201,055	42,362	1%	319,813	8%	(277,451)
121 Law Enforcement Trust	0	391,017	391,017	151,453	n/a	45,012	n/a	106,441
124 Affordable Housing Grant	1,731,341	59,415	1,790,756	15,567	1%	67,135	4%	(51,568)
129 CDBG/HUD	7,859,974	643,578	8,503,552	1,583,774	19%	1,639,495	19%	(55,721)
130 Handicapped Parking	19,000	255,133	274,133	7,508	3%	44,235	16%	(36,727)
131 Family Mediation	108,000	14,180	122,180	437	0%	2,658	2%	(2,221)
143 Fire Protection Fund	11,599,582	690,604	12,290,186	7,980,025	65%	4,668,769	38%	3,311,256
145 E-911	1,282,500	1,478,701	2,761,201	122,726	4%	594,216	22%	(471,490)
146 HUD-CDBG Housing Rehab	50,000	13,015	63,015	162	0%	0	0%	162
147 HUD-Home Fund	4,751,513	405,465	5,156,978	632,240	12%	617,140	12%	15,100
151 Community Redevelopment	3,036,775	3,982,314	7,019,089	633,052	9%	629,220	9%	3,832
152 Southwest Sector	0	4,382,578	4,382,578	85,286	2%	145,549	3%	(60,263)

3/17/2011  
 CR I-1C(1)

**Budget to Actual Summary Report**  
**For the fiscal year 2011**  
**as of February 28, 2011**  
**5 months or 41.67% of Fiscal Year**

Fund # Fund Name	BUDGET ACTIVITY			Total Revenue		Total Expenditures		Difference Gain/(Use) of Fund Balance <sup>1</sup>
	BUDGET as originally published	Re-Budgets and Amendments	Amended Budget	2011 Actual Revenue	Percent Realized	2011 Actual Expenditures	Percent Realized	
167 Bob Sikes Toll	2,707,500	878,773	3,586,273	1,345,225	38%	1,086,372	30%	258,853
175 Transportation Trust	19,932,650	4,456,666	24,389,316	9,648,890	40%	7,655,906	31%	1,992,984
177 Streetlighting and Road MSBU	718,641	174,190	892,831	684,841	77%	218,358	24%	466,483
181 Master Drainage	59,422	1,388,325	1,447,747	27,102	2%	233,933	16%	(206,831)
203 Debt Service	10,360,809	0	10,360,809	3,340,159	32%	578,891	6%	2,761,268
320 FTA Grants	0	2,709,833	2,709,833	346,023	13%	365,742	13%	(19,719)
333 New Road Construction	0	463,676	463,676	1,489	0%	191,827	41%	(190,338)
350 LOST I	0	80,105	80,105	153	n/a	80,105	n/a	(79,952)
351 LOST II	0	24,933,231	24,933,231	1,641,733	7%	3,913,419	16%	(2,271,686)
352 LOST III	31,430,568	63,873,586	95,304,154	12,007,170	13%	9,277,152	10%	2,730,018
401 Solid Waste	19,941,580	4,912,555	24,854,135	3,998,219	16%	7,964,421	32%	(3,966,202)
406 Inspections	2,912,434	1,951,022	4,863,456	701,938	14%	995,033	20%	(293,095)
408 EMS	13,561,934	7,535,785	21,097,719	5,606,703	27%	4,238,986	20%	1,367,717
409 Civic Center	6,602,079	389,079	6,991,158	2,256,769	32%	3,340,156	48%	(1,083,387)
501 Internal Service Fund	26,514,915	5,219,197	31,734,112	6,074,293	19%	4,094,405	13%	1,979,888
<b>TOTALS</b>	<b>\$ 377,317,198</b>	<b>\$ 172,553,075</b>	<b>\$ 549,870,273</b>	<b>\$ 171,759,913</b>	<b>31%</b>	<b>\$ 132,664,180</b>	<b>24%</b>	

<sup>1</sup> This amount represents the affect on overall fund balance for each particular fund. If the amount is positive, it is adding to accumulated fund balance. If the amount is negative it indicates that current year revenue was not sufficient to meet current year expenditures and therefore fund balance is used.

**Comparison of Actual Revenues & Expenditures to Prior Fiscal Year**  
**For the fiscal year 2011**  
**as of February 28, 2011**

5 months or 41.67% of Fiscal Year

Fund #	Fund Name	Actual Revenue Oct - Feb Fiscal 2011	Actual Revenue Oct - Feb Fiscal 2010	Percent comparison to FY 2010	Actual Expenditure Oct - Feb Fiscal 2011	Actual Expenditure Feb Fiscal 2010	Percent comparison to FY 2010
001	General Fund	\$ 101,895,135	\$ 97,569,300	4%	\$ 70,112,494	\$ 65,081,545	8%
101	Esc. County Restricted	124,422	83,823	48%	114,102	44,879	154%
102	Economic Development	411,589	6,608	6129%	408,290	675,162	-40%
103	Code Enforcement	1,006,887	1,061,529	-5%	710,988	778,372	-9%
104	Mass Transit	3,655,449	3,669,732	0%	2,893,226	2,233,348	30%
106	Mosquito Control	9,339	95	9731%	8,064	9,612	-16%
108	Tourist Promotion	1,870,345	1,424,855	31%	2,024,847	1,476,041	37%
110	Grants Fund	765,604	551,661	39%	1,346,235	668,742	101%
112	Disaster Recovery	885,992	(311,821)	-384%	55,062	-	n/a
114	Misdemeanor- Probation	1,014,303	946,156	7%	865,953	839,857	3%
115	Article V	1,071,728	874,035	23%	1,034,619	1,108,034	-7%
116	Development Review Fees	113,357	104,070	9%	82,352	102,326	-20%
117	Perdido Key Beach Mouse	464	202	130%	0	-	100%
120	SHIP	42,362	195,390	-78%	319,813	1,252,183	-74%
121	Law Enforcement Trust	151,453	11,923	1170%	45,012	3,198	1308%
124	Affordable Housing Grant	15,567	4,157	274%	67,135	60,258	11%
129	CDBG/HUD	1,583,774	1,361,712	16%	1,639,495	1,132,769	45%
130	Handicapped Parking	7,508	6,692	12%	44,235	3,554	1145%
131	Family Mediation	437	316	38%	2,658	958	177%
143	Fire Protection Fund	7,980,025	7,658,564	4%	4,668,769	3,954,186	18%
145	E-911	122,726	137,207	-11%	594,216	154,311	285%

**Comparison of Actual Revenues & Expenditures to Prior Fiscal Year**  
**For the fiscal year 2011**  
**as of February 28, 2011**  
**5 months or 41.67% of Fiscal Year**

Fund #	Fund Name	Actual Revenue Oct - Feb Fiscal 2011	Actual Revenue Oct - Feb Fiscal 2010	Percent comparison to FY 2010	Actual Expenditure Oct - Feb Fiscal 2011	Actual Expenditure Feb Fiscal 2010	Percent comparison to FY 2010
146	HUD-CDBG Housing Rehab	162	247	-34%	0	-	100%
147	HUD-Home Fund	632,240	432,960	46%	617,140	378,314	63%
151	Community Redevelopment	633,052	659,883	-4%	629,220	580,711	8%
152	Southwest Sector	85,286	40,817	109%	145,549	160,282	-9%
167	Bob Sikes Toll	1,345,225	986,000	36%	1,086,372	418,168	160%
175	Transportation Trust	9,648,890	7,912,365	22%	7,655,906	7,490,231	2%
177	Streetlighting and Road MSBU	684,841	518,996	32%	218,358	201,473	8%
181	Master Drainage	27,102	21,519	26%	233,933	36,354	543%
203	Debt Service	3,340,159	3,333,625	0%	578,891	1,091,049	-47%
320	FTA Grants	346,023	820	42098%	365,742	13,100	2692%
333	New Road Construction	1,489	1,305	14%	191,827	-	100%
350	LOST I	153	1,565	-90%	80,105	-	100%
351	LOST II	1,641,733	1,693,602	-3%	3,913,419	3,040,151	29%
352	LOST III	12,007,170	10,351,820	16%	9,277,152	8,416,603	10%
401	Solid Waste	3,998,219	3,537,478	13%	7,964,421	5,699,969	40%
406	Inspections	701,938	664,442	6%	995,033	1,020,420	-2%
408	EMS	5,606,703	5,366,525	4%	4,238,986	3,544,406	20%
409	Civic Center	2,256,769	2,380,567	-5%	3,340,156	3,710,830	-10%
501	Internal Service Fund	6,074,293	4,650,997	31%	4,094,405	4,526,089	-10%
	<b>TOTALS</b>	<b>\$ 171,759,913</b>	<b>\$ 157,911,739</b>	<b>9%</b>	<b>\$ 132,664,180</b>	<b>\$ 119,907,485</b>	<b>11%</b>



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 AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

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

FINANCE  
JURY MANAGEMENT  
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:** 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:** March 10, 2011

**SUBJECT:** February 2011 Investment Report

**RECOMMENDATION:**

That the Board accepts, for filing with the Board's Minutes, the Investment Report for the month ended February 28, 2011, as required by Ordinance 95-13.

The total portfolio earnings for the month of February equaled \$126,941. The short term portfolio achieved an average yield of .37% benchmarked against the Standard & Poor's Government Investment Pool 30 Day index yield of .09%. The core portfolio achieved an average Yield to Maturity at Cost of 1.19% benchmarked against the Merrill Lynch 1 – 3 Yr. Treasury Index of (.23%).

All investments included in the County's portfolio are in compliance with the County's Investment Policy.

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

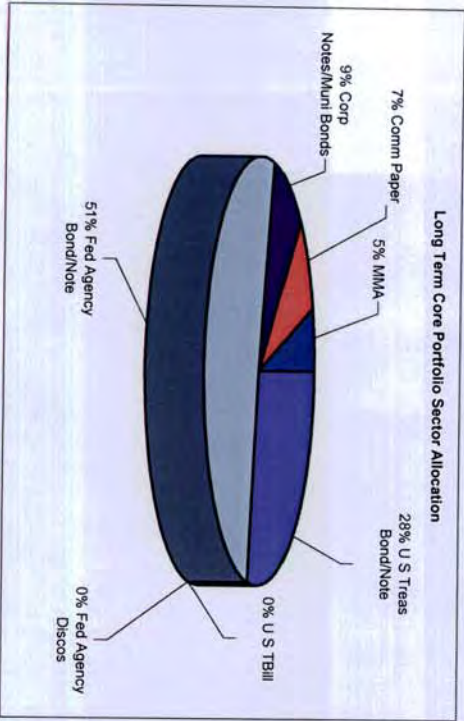
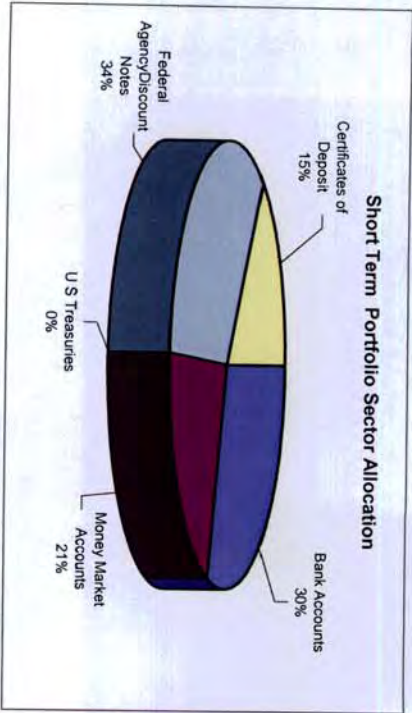
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2011 MAR -9 A 10:14  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FL.



**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**INVESTMENT PORTFOLIO SUMMARY REPORT**  
**FISCAL YEAR 2010-2011**  
**As of February 28, 2011**

**PORTFOLIO COMPOSITION**



SHORT TERM PORTFOLIO (Maturities < or = to 1 Year)	Par Value	Market Value	Percent
Bank Accounts	\$ 39,646,319	\$ 39,646,319	30%
Money Market Accounts	27,843,231	27,843,231	21%
U S Treasuries	-	-	0%
Federal Agency/Discount Notes	45,000,000	44,961,890	34%
Certificates of Deposit	20,000,000	20,000,000	15%
<b>Total Short Term Portfolio Assets:</b>	<b>\$ 132,489,550</b>	<b>\$ 132,451,440</b>	<b>100%</b>
<b>Short Term Portfolio Yield:</b>	<b>0.37%</b>	<b>YTD Earnings: \$104,538</b>	
<b>Benchmark S&amp;P GIP Index 30 Day:</b>	<b>0.09%</b>		

LONG TERM CORE PORTFOLIO (Maturities > 1 Year):	Par Value	Market Value	Percent
US Treasury Bond/Notes	\$27,460,000	\$27,410,651	28%
US Treasury Bill	-	-	0%
Federal Agency Discount Notes	-	-	0%
Federal Agency Bond/Note	50,450,000	51,387,480	51%
Corporate Notes/Muni Bonds	8,650,000	9,148,711	9%
Commercial Paper	7,319,000	7,316,728	7%
Federated Govt Money Market Fund	4,753,639	4,753,639	5%
<b>Total Managed CORE Assets:</b>	<b>\$98,632,639</b>	<b>\$100,017,208</b>	<b>100%</b>
<b>CORE Portfolio Yield to Maturity at Cost:</b>	<b>1.19%</b>	<b>YTD Earnings: \$ 542,881</b>	
<b>CORE Portfolio Yield to Maturity at Market:</b>	<b>1.23%</b>		
<b>Benchmark Merrill Lynch 1-3 Yr Treasury Index:</b>	<b>-0.23%</b>		

**Total Portfolio: \$ 231,122,188 \$ 232,468,647**  
**Current Month Earnings: \$ 126,941**  
**Year to Date Earnings: \$ 647,418**



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 AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

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

FINANCE  
 JURY MANAGEMENT  
 GUARDIANSHIP  
 HUMAN RESOURCES  
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 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:** 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:** March 9, 2011

**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 January 2011 returns received in the month of February 2011, as prepared by the Finance Department of the Clerk and Comptroller's Office.

As indicated in the three-year trend line graphic, the collections are trending in typical fashion for this time of year. The good news is that collections for the month of January 2011 show an increase of 11.86% over the collections for January 2010. Year-to-date collections of \$1,616,198, which is five months of collections, represent 31.23% of the budgeted revenue for fiscal 2011. Collections year-to-date indicate an overall 13.88% increase over the same time period in fiscal year 2010.

PLS/nac

CLERK OF THE BOARD OF  
 ESCAMBIA COUNTY COMMISSIONERS

2011 MAR -8 P 12: 18

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 FEBRUARY 28, 2011

Zip Code	Fiscal Year 2011	Fiscal Year 2010	Difference	% Change
	YTD Collected	YTD Collected		
32501	94,631	85,907	8,724	10%
32502	78,071	64,650	13,421	21%
32503	7,151	7,142	8	0%
32504	306,094	253,477	52,617	21%
32505	75,855	73,064	2,791	4%
32506	61,990	62,065	(75)	0%
32507	187,825	205,348	(17,522)	-9%
32514	137,209	118,727	18,482	16%
32526	79,165	70,322	8,843	13%
32534	47,833	43,929	3,905	9%
32535	903	917	(15)	-2%
32561	539,470	433,433	106,037	24%
32562	-	-	-	0%
32577	-	265	(265)	0%
<b>Total</b>	<b>\$ 1,616,198</b>	<b>\$ 1,419,247</b>	<b>\$ 196,952</b>	<b>14%</b>

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 ESCAMBIA COUNTY FLORIDA  
 FISCAL YEAR 2011  
 AS OF FEBRUARY 28, 2011

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%
11/10	23,789	6%	14,335	4%	1,948	1%	69,705	19%	18,057	5%
12/10	21,317	7%	15,137	5%	1,569	1%	57,187	19%	12,376	4%
01/11	17,711	7%	11,472	4%	743	0%	51,025	20%	13,312	5%
02/11	9,918	4%	19,443	8%	1,169	0%	57,730	23%	13,236	5%
<b>Total</b>	<b>\$ 94,631</b>	<b>6%</b>	<b>78,071</b>	<b>5%</b>	<b>\$ 7,151</b>	<b>0%</b>	<b>\$ 306,094</b>	<b>19%</b>	<b>\$ 75,855</b>	<b>5%</b>

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%
11/10	11,703	3%	41,428	11%	29,710	8%	11,481	3%	9,788	3%
12/10	14,069	5%	30,736	10%	24,728	8%	20,226	7%	7,346	2%
01/11	10,477	4%	28,256	11%	26,765	10%	16,739	6%	12,273	5%
02/11	14,348	6%	26,609	10%	25,237	10%	14,356	6%	9,025	4%
<b>Total</b>	<b>\$ 61,990</b>	<b>4%</b>	<b>\$ 187,825</b>	<b>12%</b>	<b>\$ 137,209</b>	<b>8%</b>	<b>\$ 79,165</b>	<b>5%</b>	<b>\$ 47,833</b>	<b>3%</b>

Month of Collection	Zip Code									
	32535		32561		32562		32577		Total Month	% OF Total
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/10	220	0%	169,567	40%	-	0%	-	0%	429,133	100%
11/10	257	0%	136,086	37%	-	0%	-	0%	368,286	100%
12/10	234	0%	97,021	32%	-	0%	-	0%	301,946	100%
01/11	67	0%	71,643	28%	-	0%	-	0%	260,484	100%
02/11	124	0%	65,154	25%	-	0%	-	0%	256,349	100%
<b>Total</b>	<b>\$ 903</b>	<b>0%</b>	<b>\$ 539,470</b>	<b>33%</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>	<b>1,616,198</b>	<b>100%</b>

**3/17/2011**  
**CR I-1E**

**FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA  
 ESCAMBIA COUNTY FLORIDA  
 FISCAL YEAR 2010  
 AS OF FEBRUARY 28, 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
10/09	17,655	5%	14,969	4%	1,605	0%	53,726	15%	15,593	4%
11/09	20,158	6%	15,208	5%	1,880	1%	53,405	17%	15,676	5%
12/09	16,093	6%	11,676	4%	1,489	1%	50,296	18%	13,741	5%
01/10	15,639	7%	9,469	4%	842	0%	48,563	22%	14,523	7%
02/10	16,362	7%	13,327	6%	1,326	1%	47,487	21%	13,530	6%
<b>Total</b>	<b>\$ 85,907</b>	<b>6%</b>	<b>\$ 64,650</b>	<b>5%</b>	<b>\$ 7,142</b>	<b>1%</b>	<b>\$ 253,477</b>	<b>18%</b>	<b>\$ 73,064</b>	<b>5%</b>

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%
11/09	11,139	4%	38,627	12%	27,585	9%	14,655	5%	10,619	3%
12/09	14,028	5%	60,090	21%	23,450	8%	14,850	5%	8,245	3%
01/10	8,852	4%	22,098	10%	21,769	10%	14,883	7%	8,156	4%
02/10	15,368	7%	26,919	12%	19,706	9%	12,274	5%	7,408	3%
<b>Total</b>	<b>\$ 62,065</b>	<b>4%</b>	<b>\$ 205,348</b>	<b>14%</b>	<b>\$ 118,727</b>	<b>8%</b>	<b>\$ 70,322</b>	<b>5%</b>	<b>\$ 43,929</b>	<b>3%</b>

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%
11/09	224	0%	108,720	34%	-	0%	-	0%	317,897	100%
12/09	258	0%	71,750	25%	-	0%	-	0%	285,967	100%
01/10	113	0%	54,497	25%	-	0%	265	0%	219,667	100%
02/10	82	0%	55,390	24%	-	0%	-	0%	229,179	100%
<b>Total</b>	<b>\$ 917</b>	<b>0%</b>	<b>\$ 433,433</b>	<b>31%</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 265</b>	<b>0%</b>	<b>1,419,247</b>	<b>100%</b>

**3/17/2011  
 CR I-1E**

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

**3/17/2011**  
**CR I-1E**

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
NOV	OCT	151,712	164,993	152,568	190,161	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214
DEC	NOV	138,641	150,482	148,279	156,742	182,428	214,278	229,491	212,939	206,205	185,367	214,475	226,460
JAN	DEC	106,778	116,281	123,532	129,124	143,891	208,669	198,766	179,798	163,665	169,734	164,750	195,363
FEB	JAN	122,200	138,645	137,875	150,788	142,928	201,031	205,121	179,184	180,694	176,773	171,885	192,262
<b>TOTAL</b>		<b>720,091</b>	<b>782,301</b>	<b>746,473</b>	<b>820,378</b>	<b>905,209</b>	<b>1,105,102</b>	<b>1,198,367</b>	<b>1,041,692</b>	<b>1,077,231</b>	<b>1,040,679</b>	<b>1,064,435</b>	<b>1,212,149</b>

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

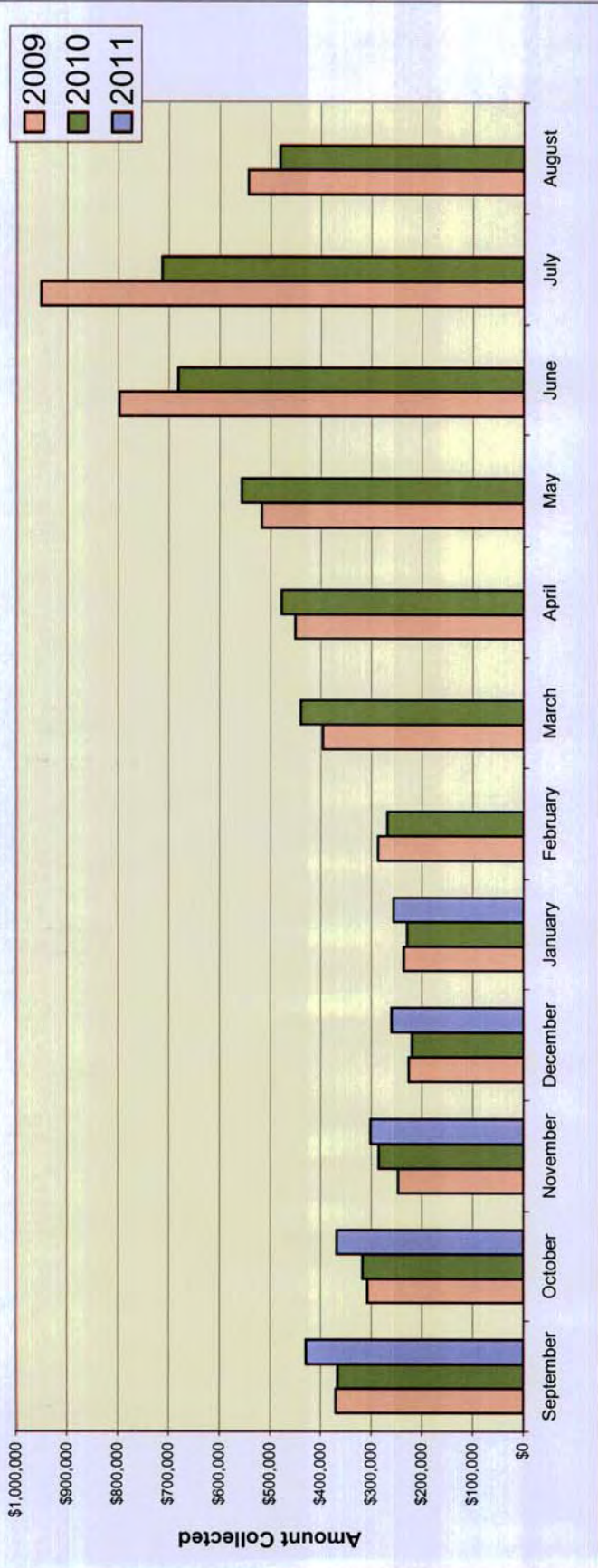
Tourist Development Tax Collection Data  
Reported in Fiscal Year Format  
Escambia County Florida

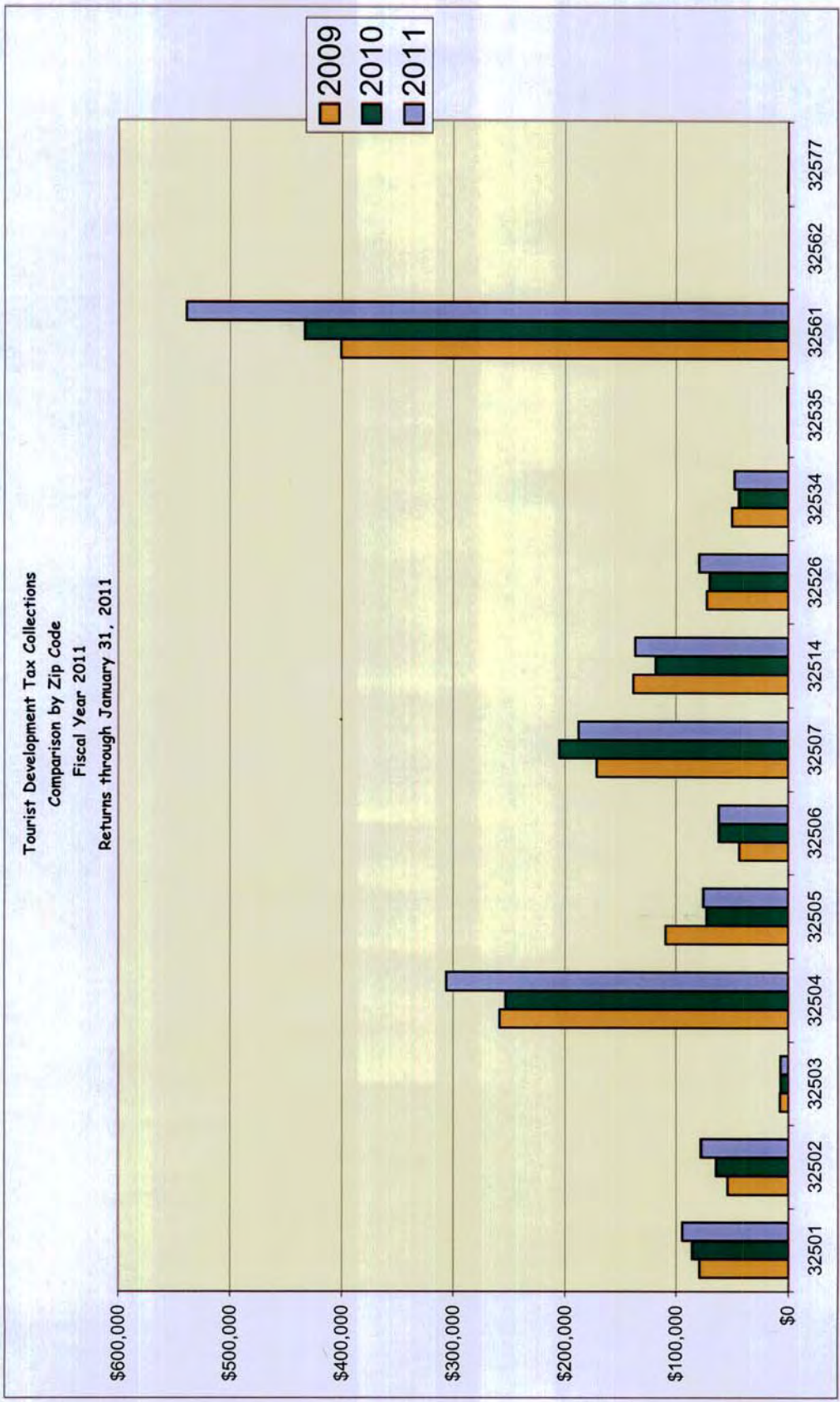
**3/17/2011  
CR I-1E**

THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2000-2011													
Month Of	For The	2000*	2001*	2002*	2003*	2004*	2005*	2006*	2007*	2008*	2009*	2010*	2011*
Collection	Month Of												
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
NOV	OCT	151,712	164,993	152,568	190,161	211,517	232,619	262,261	224,646	238,591	231,361	238,423	276,214
DEC	NOV	138,641	150,482	148,279	156,742	182,428	214,278	229,491	212,939	206,205	185,367	185,367	226,460
JAN	DEC	106,778	116,281	123,532	129,124	143,891	208,669	198,766	179,798	163,665	169,734	164,750	195,363
FEB	JAN	122,200	138,645	137,875	150,788	142,928	201,031	205,121	179,184	180,694	176,773	171,885	192,262
<b>TOTAL</b>		<b>720,091</b>	<b>782,301</b>	<b>746,473</b>	<b>820,378</b>	<b>905,209</b>	<b>1,105,102</b>	<b>1,198,367</b>	<b>1,041,692</b>	<b>1,077,231</b>	<b>1,040,679</b>	<b>1,064,435</b>	<b>1,212,149</b>

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

Tourist Development Tax Collections  
 Fiscal Year 2011  
 Returns through January 31, 2011

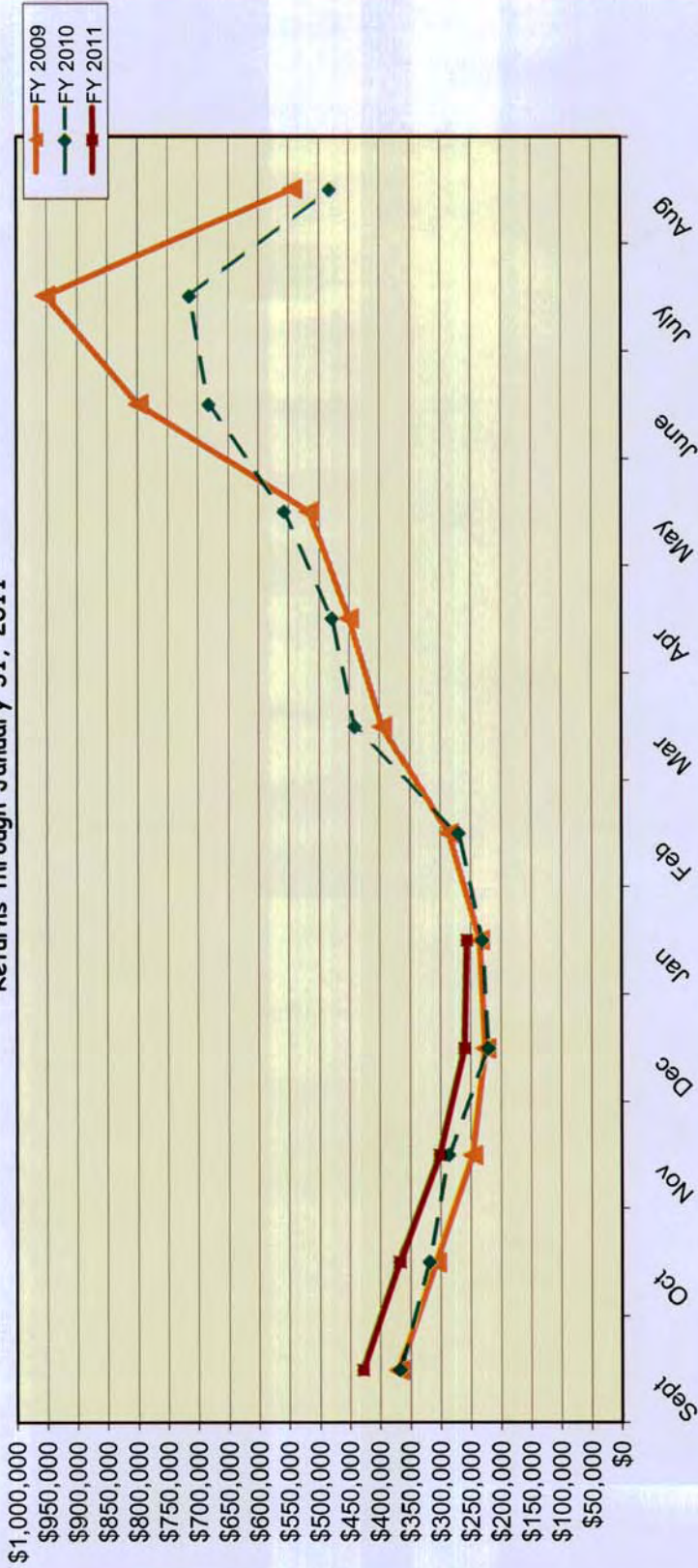




**TOURIST DEVELOPMENT TAX  
3 YEAR TRENDLINE**

Fiscal Year 2011

Returns through January 31, 2011







**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:** 03/17/2011  
**Issue:** Acceptance of Documents  
**From:** Doris Harris

---

**Information**

**Recommendation:**

Recommendation: That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

A. The Neighborhood Enterprise Foundation, Inc., Pensacola, Florida, Financial Statements and Supplementary Information, October 31, 2010, as prepared by Steven J. Erickson, P.A., Certified Public Accountant, transmitted to the County Administrator's Office by Randy Wilkerson, Executive Director, Neighborhood Enterprise Foundation, Inc., on February 18, 2011, and received in the Clerk to the Board's Office on February 24, 2011;

B. Closing documents relating to the sale of surplus property, located at 3009 North Tarragona Street, to Sam Phillips, as approved by the Board on September 2, 2010, executed by the Chairman on February 24, 2011, and received in the Clerk to the Board's Office on February 28, 2011; and

C. The following three documents provided by Denee M. Rudd, Accounting Supervisor, Solid Waste Management, Community & Environment Bureau, and received in the Clerk to the Board's Office on March 7, 2011:

(1) The Continuation Certificate continuing, through December 31, 2011, Bond No. 551298, in the amount of \$900,000, issued by Evergreen National Indemnity Company, as Surety, on behalf of Allied Waste Services of North America, LLC (as Principal), in favor of Escambia County Solid Waste Management (as Oblige);

(2) Irrevocable Standby Letter of Credit Number 167, in the amount of \$10,000, issued by Beach Community Bank, in favor of Escambia County Solid Waste Management, for the account of Containers, Inc., effective November 17, 2010, until November 17, 2011; and

(3) The Financial Guarantee Bond, Bond No. 8220 25 94, in the penal sum of \$30,000, issued on September 1, 2010, by Magi Construction, LLC, as Principal, and Federal Insurance Company, as Surety, in favor of Escambia County Department of Solid Waste Management (as

Obligee), for a term beginning September 1, 2010, and ending September 1, 2011.

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**Attachments**

CR I-2



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 AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

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

FINANCE  
JURY MANAGEMENT  
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*  
Doris Harris, Deputy Clerk to the Board

DATE: March 9, 2011

RE: Acceptance of Documents

Recommendation: That the Board accept, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

- A. *The Neighborhood Enterprise Foundation, Inc., Pensacola, Florida, Financial Statements and Supplementary Information, October 31, 2010*, as prepared by Steven J. Erickson, P.A., Certified Public Accountant, transmitted to the County Administrator's Office by Randy Wilkerson, Executive Director, Neighborhood Enterprise Foundation, Inc., on February 18, 2011, and received in the Clerk to the Board's Office on February 24, 2011;
- B. Closing documents relating to the sale of surplus property, located at 3009 North Tarragona Street, to Sam Phillips, as approved by the Board on September 2, 2010, executed by the Chairman on February 24, 2011, and received in the Clerk to the Board's Office on February 28, 2011; and

(Continued on Page 2)

- C. The following three documents provided by Denee M. Rudd, Accounting Supervisor, Solid Waste Management, Community & Environment Bureau, and received in the Clerk to the Board's Office on March 7, 2011:
- (1) The *Continuation Certificate* continuing, through December 31, 2011, *Bond No. 551298*, in the amount of \$900,000, issued by Evergreen National Indemnity Company, as Surety, on behalf of Allied Waste Services of North America, LLC (*as Principal*), in favor of Escambia County Solid Waste Management (*as Obligee*);
  - (2) *Irrevocable Standby Letter of Credit Number 167*, in the amount of \$10,000, issued by Beach Community Bank, in favor of Escambia County Solid Waste Management, for the account of Containers, Inc., effective November 17, 2010, until November 17, 2011; and
  - (3) The *Financial Guarantee Bond, Bond No. 8220-25-94*, in the penal sum of \$30,000, issued on September 1, 2010, by Magi Construction, LLC, as Principal, and Federal Insurance Company, as Surety, in favor of Escambia County Department of Solid Waste Management (*as Obligee*), for a term beginning September 1, 2010, and ending September 1, 2011.

DCH/



**ESCAMBIA COUNTY ADMINISTRATION  
TRANSMITTAL MESSAGE**

Date: 02-23-2011

TO: Doris Harris, Deputy Clerk

BCC: N/A

Neighborhood Enterprise Foundation, Inc., Pensacola, Florida,  
Financial Statements and Supplementary Information, October 31,  
2010

Please Initial and Date  
Below on Line Provided

Shirley Gafford 02/23/11

Shirley Gafford, Program Coordinator, County Administrator's  
Office

Attached is one copy of the above-noted document for filing  
with the County records.

Thank you.

Doris Harris 3/9/2011

Doris Harris, Deputy Clerk

2011 FEB 24 A 9:30  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

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

**3/17/2011  
CR I-2A**

# MEMORANDUM



Post Office Box 18178  
Pensacola, Florida  
32523-8178  
Phone: (805) 458-0466  
Fax: (805) 458-0464

To: Shirley Gafford, County Administrator's Office

From: Randy Wilkerson, NEFI

Date: February 18, 2011

Re: **NEFI Annual Audit Report for the period  
11/1/09 - 10/31/10**

A handwritten signature in black ink, appearing to read "Randy Wilkerson", is written over the "From:" line of the memorandum.

Attached for County records, please find a complete copy of the independent audit covering NEFI's most recently completed operating year, November 1, 2009 - October 31, 2010.

I will be glad to provide any additional detail or supporting information that you may desire. As well, please feel free to directly contact the auditor concerning if there are questions. The cooperation and support afforded NEFI by the County Administrator's Office and staff are most appreciated.

/rw

c: Mr. Keith Wilkins, Deputy Bureau Chief, NCSB (w/ attachment)

3/17/2011  
CR I-2A

**NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.**

**PENSACOLA, FLORIDA**

**FINANCIAL STATEMENTS AND SUPPLEMENTARY  
INFORMATION**

**OCTOBER 31, 2010**

Neighborhood Enterprise Foundation, Inc.  
Pensacola, Florida  
Financial Statements  
October 31, 2010

<u>Contents:</u>	<u>Page:</u>
Independent Auditor's Report on Financial Statements	-1-
Statement of Financial Position	-2-
Statement of Activities	-3-
Statement of Cash Flows	-4-
Notes to Financial Statements	5-9
Supplementary Information:	
Independent Auditor's Report on Supplementary Information	-10-
Schedule of Program Expenses	-11-



# STEVEN J. ERICKSON, P.A.

CERTIFIED PUBLIC ACCOUNTANT

P. O. BOX 16658  
PENSACOLA, FL 32507  
850-457-9301

MEMBER  
FLORIDA INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

---

## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Neighborhood Enterprise Foundation, Inc.  
Pensacola, Florida

I have audited the accompanying statement of financial position of Neighborhood Enterprise Foundation, Inc. (a nonprofit corporation) as of October 31, 2010 and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of Neighborhood Enterprise Foundation, Inc's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Neighborhood Enterprise Foundation, Inc. as of October 31, 2010, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.



Steven J. Erickson, P.A.  
Certified Public Accountant  
Pensacola, Florida  
December 27, 2010

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
STATEMENT OF FINANCIAL POSITION  
OCTOBER 31, 2010

ASSETS

Cash	\$ 431,632
Contract revenue receivable	55,046
Prepaid expenses	1,428
Deposits	1,534
Furniture, equipment and leasehold improvements (net)	<u>13,948</u>

TOTAL ASSETS \$ 503,588

LIABILITIES

Accounts payable	\$ 147
Accrued salary	18,725
Accrued annual leave	<u>57,710</u>

TOTAL LIABILITIES 76,582

NET ASSETS

Unrestricted net assets	<u>427,006</u>
-------------------------	----------------

TOTAL LIABILITIES AND NET ASSETS \$ 503,588

The accompanying notes are an integral  
part of these financial statements

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
STATEMENT OF ACTIVITIES  
YEAR ENDED OCTOBER 31, 2010

REVENUES AND OTHER SUPPORT	
Contract revenue	\$ 678,730
Interest	4,019
Lease value of county equipment	<u>1,200</u>
TOTAL REVENUES AND OTHER SUPPORT	683,949
EXPENSES	
Program expenses	651,600
Lease value of county equipment	1,200
Housing assistance grant payments	<u>146,864</u>
TOTAL EXPENSES	<u>799,664</u>
DECREASE IN UNRESTRICTED NET ASSETS	(115,715)
UNRESTRICTED NET ASSETS AT BEGINNING OF YEAR	<u>542,721</u>
UNRESTRICTED NET ASSETS AT END OF YEAR	<u>\$ 427,006</u>

The accompanying notes are an integral  
part of these financial statements

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
STATEMENT OF CASH FLOWS  
YEAR ENDED OCTOBER 31, 2010

CASH FLOWS FROM OPERATING ACTIVITIES	
Decrease in net assets	\$ (115,715)
Adjustments to reconcile decrease in net assets to net cash used by operating activities:	
Depreciation	6,154
Increase in receivables	(1,145)
Decrease in prepaid expenses	184
Decrease in accounts payable	(629)
Increase in accrued liabilities	<u>1,096</u>
NET CASH USED BY OPERATING ACTIVITIES	(110,055)
NET DECREASE IN CASH	(110,055)
CASH AT BEGINNING OF YEAR	<u>541,687</u>
CASH AT END OF YEAR	<u>\$ 431,632</u>

The accompanying notes are an integral  
part of these financial statements

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
OCTOBER 31, 2010

NOTE 1 NATURE OF ACTIVITIES

The Company incorporated as a Florida not-for-profit corporation and began conducting business in November 1991. The Company's objectives are to promote the development and redevelopment of lower income neighborhoods. In accordance with those objectives, the Company entered into a fee agreement with Escambia County, a political subdivision of the State of Florida, which calls for the Company to provide all administrative and oversight personnel and operational support required to design, plan, prepare, implement and/or operate the Escambia County Community Development Block Grant (CDBG) Entitlement Program, the Escambia County State Housing Initiatives Partnership (SHIP) Program, the Escambia County HOME Investment Partnerships Program, and the Escambia Shelter Grant Program. The current agreement began on December 1, 2001, and shall terminate on November 30, 2011, unless terminated earlier in the event the County fails to obtain Federal funds which support programs associated with this agreement.

Housing Assistance

In addition to meeting its objectives through the contract compliance mentioned above, the Company maintains a Housing Assistance Program. The program is designed to assist low/moderate income single-family homeowners with affordable housing needs within Escambia County Florida. The assistance includes grants of up to \$7,500 to qualified individuals on a first-come first-serve basis as needed for home roof, electrical, plumbing, or structure repair as well as first-time home buyer down payment assistance etc...

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of the Company have been prepared on the accrual basis.

Financial Statement Presentation

The Company has adopted Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations." Under SFAS No. 117, the Company is required to report information regarding its financial position and activities according to three classes of net assets (unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets) based upon the existence or absence of donor-imposed restrictions.

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
OCTOBER 31, 2010

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contributions

The Company has adopted SFAS No. 116, "Accounting for Contributions Received and Contributions Made". Contributions are recognized when the donor makes a promise to give to the Company that is, in substance, unconditional.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases these net asset classes. However, if a restriction is fulfilled in the same time period in which the contribution is received, the entity reports the support as unrestricted.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Date of Management's Review

Management has evaluated subsequent events through January 4, 2011, the date on which the financial statements were available to be issued.

Cash

For purposes of the statement of cash flows, cash equivalents include time deposits with original maturities of 3 months or less.

Receivables

The Company reports its receivables at their net realizable value when earned. Management determines the allowance for doubtful accounts based on historical losses and current economic conditions. On a continuing basis, management analyzes delinquent receivables and, once these receivables are determined to be uncollectible, they are written off through a charge against an existing allowance account or against earnings. Management considers its receivables as fully collectable and currently has no existing allowance account.

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
 NOTES TO FINANCIAL STATEMENTS  
 OCTOBER 31, 2010

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Furniture, Equipment and Leasehold Improvements

The Company's furniture, equipment and leasehold improvements are summarized by major classifications as follows:

Computers and accessories	\$ 22,466
Communication equipment	4,335
Furniture and equipment	21,654
Leasehold improvements	<u>14,320</u>
	62,775
Accumulated depreciation	<u>( 48,827)</u>
	<u>\$ 13,948</u>

Furniture, equipment and leasehold improvements are stated at cost. Expenditures for major renewals which extend the useful lives are capitalized; expenditures for maintenance and repairs are charged against operations.

Depreciation is computed on a straight-line basis over the estimated useful lives of the related assets. The estimated useful life of the leasehold improvements is 5 years and the estimated useful lives of all other depreciable assets is 7 years. Depreciation for the period was as follows:

Computers and accessories	\$ 1,024
Communications equipment	509
Furniture and equipment	1,408
Leasehold improvements	<u>3,213</u>
	<u>\$ 6,154</u>

Personnel Policies

The Company allows employees to accumulate annual and sick leave hours.

The Company recognizes the liability for accrued annual leave hour's payable at termination. No liability, however, has been recorded for accumulated sick leave hours as they are forfeited upon normal termination.

Company policy also includes a severance package which is available to its employees in the event the Company ceases to exist. The package includes the compensation of one (1) week's salary for each year of service and for one-half of their accumulated sick leave hours, up to a maximum of three hundred hours.

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
OCTOBER 31, 2010

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Company, recognized as a publicly supported nonprofit organization, is exempt from both Federal and Florida income taxes under Section 501 ( c ) (3) of the Internal Revenue Code.

NOTE 3 CASH IN BANK

At October 31, 2010, the Company's cash in banks amounted to \$431,469. Accounts are covered up to \$250,000 by Federal Deposit Insurance Corporation insurance thereby exposing the deposits to a risk amount of \$18,949.

NOTE 4 UNRESTRICTED NET ASSETS

There are no donor restrictions on the Company's net assets. However, at October 31, 2010, the Company's governing board has chosen to designate unrestricted net assets for the following purposes:

Designated for program expenses and housing assistance grants	<u>\$ 427,006</u>
Total unrestricted net assets	<u>\$ 427,006</u>

NOTE 5 LEASE VALUE OF COUNTY EQUIPMENT

In connection with the agreement referred to in Note 1, the County has leased to the Company for the nominal cost of \$1, two vehicles to be used by the Company in the meeting of its agreement obligation. The vehicles will be returned to the County in good repair upon agreement termination. The Company has reported the lease value of the vehicles as both separately identified revenue and expense item during the period. Lease value was determined in accordance with Internal Revenue Service regulation guidelines based on the vehicles reasonably determined fair market value.



NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
OCTOBER 31, 2010

NOTE 6 PENSION COSTS

The Company sponsors a defined contribution pension plan that covers all full time employees who worked during the previous calendar year. Company contributions to the plan equal 8.5% of the employees base salary. The employee can make voluntary pre-tax contributions to their account. Contribution limits are in accordance with the Internal Revenue Service regulations governing 403(B) plans. Pension expense reported as a fringe benefit amounted to \$35,978 during the period.

NOTE 7 ECONOMIC DEPENDENCY

The Company relies on the contract revenue associated with the agreement referred to in Note 1. If the agreement was terminated for any reason, or the related Federal/State funds were dramatically reduced, the Company's ability to continue in business would be doubtful.

NOTE 8 CONTINGENCY

If the Company ceased to exist, the Company's potential liability associated with its policy regarding severance pay referred to in Note 2 was approximate \$220,000 at October 31, 2010.

Because the events associated with future periods cannot be determined, no liability for this contingency has been recorded in the accompanying financial statements.

**SUPPLEMENTARY INFORMATION**

**STEVEN J. ERICKSON, P.A.**

**CERTIFIED PUBLIC ACCOUNTANT**

**P. O. BOX 16658**

**PENSACOLA, FL 32507**

**850-457-9301**

**MEMBER  
FLORIDA INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS**

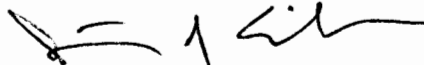
**MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS**

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**INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION**

Board of Directors  
Neighborhood Enterprise Foundation, Inc.  
Pensacola, Florida

My report on my audit of the basic financial statements of Neighborhood Enterprise Foundation, Inc. for fiscal year 2010 appears in the preceding section. I conducted my audit in accordance with auditing standards generally accepted in the United States of America for the purpose of forming an opinion on the basic financial statements taken as a whole. The schedule of program expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in my opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.



Steven J. Erickson, P.A.  
Pensacola, Florida  
December 27, 2010

NEIGHBORHOOD ENTERPRISE FOUNDATION, INC.  
SCHEDULE OF PROGRAM EXPENSES  
YEAR ENDED OCTOBER 31, 2010

PROGRAM EXPENSES:

Salaries and fringe benefits	\$ 551,158
Office rent	36,546
Depreciation	6,154
Utilities	3,706
Accounting	15,900
Telephone	5,286
Office and postage	11,741
Office equipment lease	653
Vehicle operation	3,186
Advertising	4,717
Travel & training	2,994
Insurance	5,755
Maintenance & repair	1,654
Dues and subscriptions	2,019
Taxes	<u>131</u>
<b>TOTAL PROGRAM EXPENSES</b>	<b><u>\$ 651,600</u></b>

See Accountant's report on supplementary information

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-15. Approval of Various Consent Agenda Items – Continued

2. Taking the following action concerning the purchase of real property being foreclosed by the County, in compliance with the Code Enforcement/Nuisance Abatement Lien Collection Policy, approved by the Board on July 10, 2008 (purchase of this property will be paid from Local Option Sales Tax):

A. Authorizing (*the*) purchase of real property (*located*) at 2208 West Herman Avenue, Account Number 05-2830-000, Reference Number 09-2S-30-1100-000-172, for use in the Delano Area Drainage Project Study, which identified the need for a pond located in this area;

B. Approving the bid price of \$100 up to \$6,490.16 in the Clerk of the Court's online foreclosure sale; and

C. Authorizing the Chairman to execute all documents related to the purchase.



3. Taking the following action regarding surplus and sale of real property located at 3009 North Tarragona Street, due to the failure of the bidder to close on the property:

A. Rescinding the Board's action of April 8, 2010, approving, due to the failure of the successful bidder to close in 2007, to grant the successful bidder (Sam Phillips) an additional 90-day extension period to close on the sale of real property located at 3009 North Tarragona Street, Account Number 05-0885-000, Reference Number 04-2S-30-6001-008-007, acquired by tax deed in 2003, and amend the minimum bid amount from \$3,000 to the Property Appraiser's reassessed value of \$1,425;

B. Declaring the bidder in default, approving to retain the bid deposit, and authorizing the property to be re-advertised;

C. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$1,425, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

D. Authorizing the Chairman to sign all documents related to the sale.



**ESCAMBIA  
COUNTY**

**INTER-OFFICE MEMORANDUM**

TO: Doris Harris, Deputy Clerk  
FROM: *SGW* Stephen G. West, Assistant County Attorney  
DATE: February 28, 2011  
RE: Surplus Property Sale – 3009 North Tarragona Street  
(9/2/2010 BCC Meeting)

The closing concerning the 3009 North Tarragona Street property has been completed. I am providing the attached documents to you as the custodian of records as follows:

1. Copy of the recorded deed recorded in OR Book 6693 at page 865.
2. Original Settlement Statement.
3. Original Agreement for Sale and Purchase.
4. Original Satisfaction of Conditions Precedent to Closing.

Please feel free to contact me if you should have any questions.

SGW:bjs

Attachments

cc: Patty Sheldon, Financial Services (w/o attach)



DEPARTMENT OF  
RECORDS

2011 FEB 28 PM 3:21

ESCAMBIA  
COUNTY  
CLERK OF CIRCUIT COURT  
TARRAGONA  
COUNTY, FL

This document was prepared by:  
Stephen G. West, Assistant County Attorney  
Escambia County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502  
(850) 595-4970

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**DEED**

THIS DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and Sam Phillips, whose address is 3005 North Tarragona Street, Pensacola, Florida 32503 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Thousand Four Hundred Twenty Five Dollars (\$1,425.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following described land in Escambia County, Florida:

LT 8 BLK 7 OR 373 P 509 N PENSACOLA UNITS 1/2/3/4 PB 2 P 2/6/33/57  
SECTION 04, TOWNSHIP 2 SOUTH, RANGE 30 WEST  
REFERENCE NUMBER 042S306001008007 (Property)

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2011 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

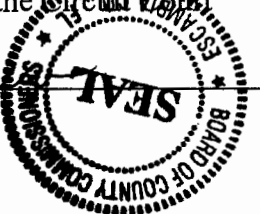
Date Executed

2/24/2011

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Kevin W. White  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

Pierson Carr  
Deputy Clerk  


Date BCC Approved

9/2/2010

### Settlement Statement

BUYER: Sam Phillips  
SELLER: Escambia County, Florida  
PROPERTY: 3009 North Tarragona Street  
DATE: February 22, 2011

#### CLOSING EXPENSES

	Paid from BUYER'S Funds at Settlement	Paid from SELLER'S Funds at Settlement
Recording Fees:		
Deed	\$ 10.00	\$ -
Documentary Stamp Tax		
Deed (.70 per \$100)	\$ 10.50	\$ -
Seller's Attorney Fees	\$ 230.00	\$ -
<b>TOTAL CLOSING EXPENSES:</b>	<b>\$ 250.50</b>	<b>\$ -</b>
Purchase Price due from Buyer	\$ 1,425.00	\$ -
Less Bid Deposit	\$ 142.00	
Total Purchase Price due to Seller	\$ 1,283.00	
<b>TOTAL AMOUNT TO CLOSE</b>	<b>\$ 1,533.50</b>	<b>\$ -</b>

THE UNDERSIGNED CLOSING AGENT REPRESENTS THE SELLER IN THIS TRANSACTION AND DOES NOT UNDERTAKE TO PROVIDE LEGAL ADVICE OR REPRESENTATION TO THE BUYER.

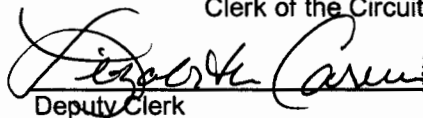
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA, by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS



Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court


  
Deputy Clerk

BCC Approved: September 2, 2010

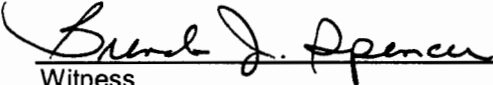
Date Executed

2/24/2011



  
\_\_\_\_\_  
Witness  
Stephen G. West  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Sam Phillips

  
\_\_\_\_\_  
Witness  
BRENDA J. SPENCER  
\_\_\_\_\_  
Print Name


DISBURSEMENTS

Amounts Received from:

Buyer	\$	1,533.50
Seller	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>1,533.50</b>

Total Amounts Disbursed:

Escambia County, Florida (Purchase Price & Seller's Attorney Fees)	\$	1,513.00
Ernie Lee Magaha, Clerk of Court (Recording Fee/Doc Stamps)	\$	20.50
<b>BALANCE</b>	<b>\$</b>	<b>1,533.50</b>

  
\_\_\_\_\_  
Stephen G. West, Assistant County Attorney

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between 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 (Seller), and Sam Phillips, whose address is 3005 North Tarragona Street, Pensacola, Florida 32503 (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

LT 8 BLK 7 OR 373 P 509 N PENSACOLA UNITS 1/2/3/4 PB 2 P 2/6/33/57  
SECTION 04, TOWNSHIP 2 SOUTH, RANGE 30 WEST  
REFERENCE NUMBER 042S306001008007 (Property); and

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on September 2, 2010, Seller approved the sale of the Property; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. Purchase Price and Method of Payment. The purchase price for the Property is One Thousand Four Hundred Twenty Five Dollars (\$1,425.00) and must be paid by certified or official check at closing.
3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before

Not Agenda Backup

2/24/11 d. Macarthur

closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor

unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2011 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
- b. Reservation of an undivided  $\frac{3}{4}$  interest in, and title in and to an undivided  $\frac{3}{4}$  interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided  $\frac{1}{2}$  interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the

Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 90 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
_____	<input checked="" type="checkbox"/> Deed Documentary Stamps
_____	<input checked="" type="checkbox"/> Survey, if any
_____	<input checked="" type="checkbox"/> Recording (Deed)
_____	<input checked="" type="checkbox"/> County Attorney's Fees (Document Preparation)
_____	<input checked="" type="checkbox"/> Title Insurance, if any
_____	<input checked="" type="checkbox"/> Structural and Environmental Inspections, if any
_____	<input checked="" type="checkbox"/> Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

- a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.
- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.

- b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:  
Escambia County  
County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

TO THE BUYER:  
Sam Phillips  
3005 North Tarragona Street  
Pensacola, Florida 32503

WITH A COPY TO:  
County Attorney's Office  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

Date BCC Approved

9/2/2010

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SELLER:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

K W White

Kevin W. White, Chairman

Date Executed

2/24/2011

BUYER:

Sam Phillips  
Sam Phillips

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

Tigerson Carver  
Deputy Clerk



Witness Stephen G. West  
Print Name Stephen G. West

Witness Brenda J. Spencer  
Print Name BRENDA J. SPENCER



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 2011, by Sam Phillips, who  is personally known to me, or  produced current Florida Driver License as identification.

Brenda J. Spencer  
Signature of Notary Public

BRENDA J. SPENCER  
Printed Name of Notary Public



**BRENDA J. SPENCER**  
MY COMMISSION # DD 948354  
EXPIRES: March 30, 2014  
Bonded Thru Budget Notary Services

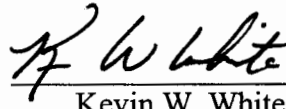
SATISFACTION OF CONDITIONS  
PRECEDENT TO CLOSING

The undersigned parties acknowledge that all contingencies in the Agreement for Sale and Purchase have been satisfied or waived.

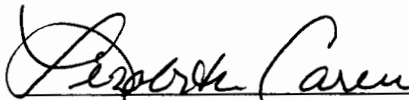
Executed by Seller on the 24<sup>th</sup> day of February, 2011.

ESCAMBIA COUNTY, FLORIDA by and  
through its duly authorized BOARD OF  
COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court



Kevin W. White, Chairman


  
Deputy Clerk

BCC Approved: 9/2/2010

Executed by Buyer on the 22<sup>nd</sup> day of February, 2011.

Witness

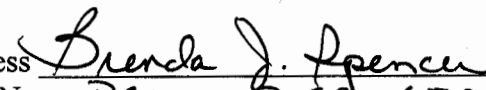
Print Name

  
Stephen G. West

Buyer

Witness

Print Name

  
BRENDA J. SPENCER

By:

Sam Phillips





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

Community & Environment Bureau  
13009 Beulah Road  
Cantonment, Florida 32533  
(850) 937-2160  
(850) 937-2152  
www.myescambia.com

**MEMORANDUM**

---

**TO:** Patty Sheldon, Administrator of Financial Services, Clerks Office  
**FROM:** Denee M. Rudd, Accounting Supervisor *dmr*  
**RE:** Allied Waste Services of North America, LLC  
**DATE:** March 3, 2011

---

Enclosed please find the Continuation Certificate for Bond #551298, Account Number is 4,306,575,578, 579, 581,585,586,587,590,591 in the amount of \$900,000.00. I am forwarding this Continuation Certificate. This Certificate expires on 12/31/11.

If I can be of further assistance, please contact me at 937-2175.

Enclosures

cc: Alison Rogers, County Attorney

2011 MAR - 7 A 9: 46  
CLERK OF COUNTY COURT  
ESCAMBIA COUNTY, FL.

## CONTINUATION CERTIFICATE

The Evergreen National Indemnity Company (hereinafter called the Surety) hereby continues in force its Bond No. 551298 in the sum of Nine Hundred Thousand Dollars and 00/100 (\$900,000.00) Dollars, on

behalf of Allied Waste Services of North America, LLC

in favor of Escambia County Solid Waste Management


subject to all the conditions and terms thereof through December 31, 2011 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 14 day of December, 2010.

Evergreen National Indemnity Company

Surety

By:   
Sarabeth Scott Attorney-in-Fact

**3/17/2011**  
**CR I-2C(1)**

EVERGREEN NATIONAL INDEMNITY COMPANY  
COLUMBUS, OHIO  
POWER OF ATTORNEY

POWER NO. 551298

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint

Johanne S. Puckett and Sarabeth Scott

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed

\$ 900,000.00

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 15<sup>th</sup> day of March, 2007.

EVERGREEN NATIONAL INDEMNITY COMPANY



*Charles D. Hamm, Jr.*

Charles D. Hamm, Jr., President

*Timothy C. Ellis*

Timothy C. Ellis, Vice President

Notary Public)  
State of Ohio)

SS:

On this 15<sup>th</sup> day of March, 2007, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and Timothy C. Ellis of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



SUE E. DUFFY  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES AUG. 5, 2009

*Sue E. Duffy*

Notary Public State of Ohio  
My Commission expires August 5, 2009

State of Ohio )

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Columbus, Ohio this 14<sup>th</sup> day of December, 2010



*Charles D. Hamm, Jr.*

Charles D. Hamm, Jr. Secretary

Any reproduction or facsimile of this form is void and invalid.



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

Community & Environment Bureau  
13009 Beulah Road  
Cantonment, Florida 32533  
(850) 937-2160  
(850) 937-2152  
www.myescambia.com

**MEMORANDUM**

---

**TO:** Patty Sheldon, Administrator of Financial Services, Clerks Office  
**FROM:** Denee M. Rudd, Accounting Supervisor *dmr*  
**RE:** Containers, Inc.  
**DATE:** March 3, 2011

---

Enclosed please find the Irrevocable Standby Letter of Credit #167, Account Number is 543 in the amount of \$10,000.00. This Letter of Credit is due to expire on 11/17/2011. I am forwarding the original of the Irrevocable Standby Letter of Credit. Please see attached memo regarding acceptance of Standby Letter of Credit from our Attorney's office.

If I can be of further assistance, please contact me at 937-2175.

Enclosures

cc: cc: Alison Rogers, County Attorney

2011 MAR -7 A 9:46  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY  
CANTONMENT, FLORIDA

# IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER: Beach Community Bank  
P.O. Box 4400  
Ft. Walton Beach, FL 32549

Date of Issue: <u>11-17-2010</u>		Letter of Credit Number: <u>167</u>	
Amount: U.S. \$ <u>10,000.00</u>		U.S. DOLLARS)	
( <u>ten thousand and no/100</u>			
For Benefit Of: <b>Beneficiary Name and Address</b>		For Account Of: <b>Applicant Name and Address</b>	
ESCAMBIA COUNTY SOLID WASTE MANAGEMENT ATTN: HOWARD CHUNN, CGFO 13009 BEULAH ROAD, CANTONMENT, FL 32533-8831		CONTAINERS, INC PO BOX 6115 PENSACOLA, FL 32503	

LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one) together with the documents described below. Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under [Issuer name] Letter of Credit No. [Letter of Credit number] dated [Letter of Credit date]." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the Draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

## DRAWINGS.

- Partial drawings shall not be permitted under this Letter of Credit.
- Partial drawings are permitted. The maximum number of drawings that may be made is 2.

DOCUMENTS. Each Draft must be accompanied by the following, an original and two copies except as stated:

- The original Letter of Credit, together with any amendments.
- A sight draft drawn by Beneficiary on Issuer.
- A signed statement by Beneficiary including the following statement:
- Other documents:

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

## SPECIAL INSTRUCTIONS:

# RECEIVED

NOV 18 2010

SOLID WASTE  
MANAGEMENT

3/17/2011  
CR I-2C(2)



BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: Alison Rogers, County Attorney  
FROM: Denee M. Rudd, Accounting Supervisor  
Solid Waste Management  
DATE: December 13, 2010  
RE: Irrevocable Standby Letter of Credit

*dmr*

RECEIVED  
DEC 14 PM 2 54  
SOLID WASTE MANAGEMENT

Enclosed is a copy of Containers, Inc., Irrevocable Standby Letter of Credit. The Irrevocable Standby Letter of Credit will secure Account #543 in the amount of \$10,000.00. Please approve and let me know if I need to contact the vendor for any corrections regarding the Irrevocable Standby Letter of Credit. After I receive your approval, I will send original Irrevocable Standby Letter of Credit to BCC for approval and to the Clerk's office pending your approval.

If I can be of further assistance, please contact me at 937-2175.

*Charles Peppel*  
Signature

Enclosure

RECEIVED  
JAN 21 2011  
SOLID WASTE  
MANAGEMENT





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

Community & Environment Bureau  
13009 Beulah Road  
Cantonment, Florida 32533  
(850) 937-2160  
(850) 937-2152  
www.myescambia.com

**MEMORANDUM**

---

**TO:** Patty Sheldon, Administrator of Financial Services, Clerks Office  
**FROM:** Denee M. Rudd, Accounting Supervisor *dmr*  
**RE:** Magi Construction, LLC  
**DATE:** March 3, 2011

---

Enclosed please find the Financial Guarantee Bond for Bond #8220-25-94, Account Number is 600 in the amount of \$30,000.00. This Financial Guarantee Bond expires 09/01/11. Please see attached memo regarding acceptance of Financial Guarantee Bond from our Attorney's office.

If I can be of further assistance, please contact me at 937-2175.

Enclosures

cc: cc: Alison Rogers, County Attorney

2011 MAR -7 A 9:46  
ESCAMBIA COUNTY, FL.  
CLERK OF COMMISSIONERS

FINANCIAL GUARANTEE BOND

Bond No. 8220-25-94

KNOW ALL MEN BY THESE PRESENTS, that we, Magi Construction, LLC, as Principal, and, Federal Insurance Company, a corporation organized under the laws of the State of IN, and duly authorized to transact business in the State of FL, as Surety, are held and firmly bound unto Escambia County Department of Solid Waste Management in the penal sum of Thirty Thousand Dollars and 00/100 Dollars (\$30,000.00), lawful money of the United States, to the payment of which well and truly to be made we hereby bind ourselves and our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal has entered into a certain written Contract with the above named Obligee effective the 1st day of September, 2010, for Establishing Payment Account for Use of Escambia County Department of Solid Waste Management Disposal Sites which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length were attached herein.

NOW THEREFORE, if the Principal shall comply with and faithfully perform the terms of the Contract, including payment of sums due under the Contract, then this bond shall be null and void, otherwise to be in full force and effect.

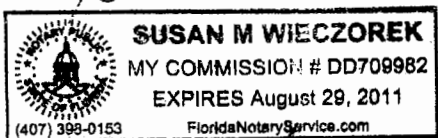
PROVIDED HOWEVER, that this bond is executed by the Surety and accepted by the Obligee subject to the following expressed conditions:

1. This bond is for the term beginning September 1, 2010 and ending September 1, 2011 but may be extended by continuation certificate executed by the Surety, at the option of the Surety.
2. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee which is recoverable under this bond.
3. Surety's liability under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.
4. No claim, action, suit or proceeding, except as herein set forth, shall be had or maintained against the Surety on this bond unless same be brought or instituted and process served upon the Surety within six months following the expiration of the original term of this bond, or extended term as provided herein.

Signed, sealed and dated this 1st day of September, 2010.

Magi Construction, LLC

ATTEST Susan M. Wiczorek BY [Signature] V.P.  
Principal



Federal Insurance Company

ATTEST Martha Gray BY Mark W. Edwards, II  
Mark W. Edwards, II Attorney-in-Fact  
Seal

3/17/2011  
CR I-2C(3)



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint

Mark W. Edwards, II

as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, the following Surety Bond:

Surety Bond Number : 8220-25-94  
Obligee : Escambia County Department of Solid Waste Management

And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 20<sup>th</sup> day of November, 2008.

*Kenneth C. Wendel*

Kenneth C. Wendel, Assistant Secretary

*Richard A. Ciullo*

Richard A. Ciullo, Vice President

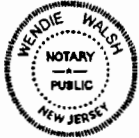
STATE OF NEW JERSEY

ss.

County of Somerset

On this 20<sup>th</sup> day of November, 2008, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**WENDIE WALSH  
Notary Public, State of New Jersey  
No. 0054504  
Commission Expires April 18, 2013**

*Wendie Walsh*

Notary

Public

**CERTIFICATION**

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 1st day of September, 2010



*Kenneth C. Wendel*

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: Alison Rogers, County Attorney

FROM: Denee M. Rudd, Accounting Supervisor *DMR*  
Solid Waste Management

DATE: September 3, 2010

RE: **Surety Bond – Magi Construction, LLC**

Enclosed is a copy of Magi Construction, LLC Financial Guarantee Bond. The bond will secure Account #600 in the amount of \$30,000.00. Please approve and let me know if I need to contact the vendor for any corrections regarding the surety bond. After I receive your approval, I will send original Surety Bond to the BCC for approval and to the Clerk's office pending your approval.

If I can be of further assistance, please contact me at 937-2175.

*Charles D. Apple*  
Signature

\* We will need to look into wording  
Enclosure of bond that does not shorten statute  
of limitations and provides that venue  
for any lawsuit is Escambia County, Fla.

RECEIVED  
1 SEP 7 PM 3 22  
CLERK OF COUNTY COMMISSIONERS



**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:** 03/17/2011  
**Issue:** Minutes and Reports  
**From:** Doris Harris

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**Information**

**Recommendation:**

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 3, 2011; and
  - B. Approve the Minutes of the Regular Board Meeting held March 3, 2011.
- 

**Attachments**

CR I-3

REPORT OF THE AGENDA WORK SESSION  
HELD MARCH 3, 2011  
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:05 a.m. – 10:37 a.m.)

- Present: Commissioner Kevin W. White, Chairman, District 5  
Commissioner Wilson B. Robertson, Vice Chairman, District 1  
Commissioner Grover C. Robinson, IV, District 4  
Commissioner Gene M. Valentino, District 2  
Commissioner Marie K. Young, District 3  
Mrs. Lisa N. Bernau, Chief Deputy Clerk, representing the  
Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller  
Mr. Charles R. "Randy" Oliver, County Administrator  
Mrs. Alison Rogers, County Attorney  
Mrs. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services  
Mrs. Shirley L. Gafford, Program Coordinator, County Administrator's Office  
Mrs. Doris Harris, Deputy Clerk to the Board
1. FOR INFORMATION: The agenda package for the 5:30 p.m., March 3, 2011, Regular Board Meeting, was reviewed as follows:
    - A. Shirley L. Gafford, Program Coordinator, County Administrator's Office, and County Attorney Rogers, reviewed the agenda cover sheet;
    - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, Clerk and Comptroller's Office, reviewed the Clerk's Report;
    - C. T. Lloyd Kerr, Bureau Chief, Development Services Bureau, County Attorney Rogers, Ryan Ross, Assistant County Attorney, County Administrator Oliver, and Joy D. Blackmon, Bureau Chief, Public Works Bureau, reviewed the Growth Management Report;
    - D. County Administrator Oliver; Shirley L. Gafford, Program Coordinator, County Administrator's Office; Wesley J. "Wes" Moreno, Deputy Bureau Chief, Public Works Bureau; David Wheeler, Deputy Bureau Chief, Public Works Bureau; Larry Goodwin, Development Services Bureau; Engineering Division; Keith Wilkins, Deputy Bureau Chief, Community & Environment Bureau, Amy Lovoy, Bureau Chief, Management and Budget Services Bureau; and Larry M. Newsom, Interim Assistant County Administrator, reviewed the County Administrator's Report;
    - E. County Attorney Rogers reviewed the County Attorney's Report; and
    - F. Commissioner Robinson and Commissioner White each reviewed his add-on item(s).

NAME

DEPARTMENT/AGENCY

1	Jan Lovell	HR
2	DAVID Musse/White	IT
3	Amy Lovang	MBS
4	Claudia Sumner	Purchasing
5	Larry Goodrum	P/W
6	Larry Sumner	Admin
7	PO Ow well	P/W FACILITIES MGT
8	Joy Blackman	P/W
9	Bob Dennis	MBS/Purchasing
10	Don + Lisa Barber	Citizen
11	Marilyn Wesley	CEB
12	Ken Gordon	ECAT
13	Sandra Slay	Env Enfore
14	Gordon Pitt	B/C
15	Justa K. O'Brien	Public Safety
16	Pat Johnson	DSWM
17	Jim Harris	DSWM
18	Tom Allen	Extension
19	Randy Wickerson	NEFE
20	Keith Wilkins	C+E
21	A. Cain	DSB
22	LLOYD KERR	DSB
23	Ryan Ross	LEGAL
24	J. Braywell	BCC D1
25	Dawn Jacobs	BCC D5
26	Dan Kirk	BCC-D2
27	Erin Hye	PNJ
28	Steve Geci	Geci + A990C
29	Wes Morenig	P/W
30	Sonya Daniel	PIO

NAME

DEPARTMENT/AGENCY

	NAME	DEPARTMENT/AGENCY
1	Cam Johnson	PIO
2	Audrey Washington	PIO
3	Dee Bernick	CAO
4	Swann Holt	CEB/Sum
5	Cheryl Quiley	CAO
6	Charlie Boyce	GIS
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NAME

DEPARTMENT/AGENCY

1	Lisa Bernau	Clerk + Comptroller
2	Patty Sheldon	clerk + Comptroller Finance
3	Doris Harris	Clerk to the Board
4	Ruby Oliver	County Admin
5	Shirley Dafford	CAO
6	KEVIN W WHITE	BCC
7	Wilson Robertson	BCC
8	Jane M. Valente	BCC
9	Mari Young	BCC
10	Gwen Robinson	BCC
11	Bob	City Atty
12	Bucky Aseltin	BCC Dy
13	Dorine Simpson	Co. Atty
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GROWTH MANAGEMENT REPORT  
March 17, 2011

**I. ACTION ITEM**

1. Action Item – Mid-West Escambia County Optional Sector Plan – Amend the approved Detailed Specific Area Plan Boundary

**RECOMMENDATION:**

That the Board review and approve an amended Mid-West Escambia County Optional Sector Plan (OSP) – Detailed Specific Area Plan (DSAP) Boundary. See map attached.

2. Action Item - Camshire Meadows Permit FP# 11020002

**RECOMMENDATION:**

That the Board take the following actions concerning recording of the Final Plat of Camshire Meadows (a 119 lot single family residential subdivision with public streets), located in the Bayou Grande community, lying north of Gulf Beach Highway between Weller and Wade Avenues, owned and developed by Pensacola Habitat for Humanity, Inc., a not-for-profit corporation. Prior to recording, the County Engineer, County Surveyor, Development Services Bureau Chief and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street names "Mary Fleming Drive, Ledbetter Lane, English Meadows Drive and Camshire Circle";

C. Accept all public easements, drainage improvements within public easements/public parcels and Parcel "A" (0.65 acre Retention Pond) and Parcel "B" (1.13 acre Retention Pond), as depicted upon the final plat for permanent County maintenance. The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

D. Accept a surety of \$25,000.00 pledged from Fund 124/Cost Center 220406/Housing and Community Development in lieu of an executed two-year warranty with surety.



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Action Item #: 1.

### Growth Management Report

**Date:** 03/17/2011

**Issue:** Action Item – Mid-West Escambia County Optional Sector Plan – Amend the approved Detailed Specific Area Plan Boundary

**From:** T. Lloyd Kerr, AICP

**Organization:** Development Services

---

### RECOMMENDATION:

That the Board review and approve an amended Mid-West Escambia County Optional Sector Plan (OSP) – Detailed Specific Area Plan (DSAP) Boundary. See map attached.

### BACKGROUND:

The Optional Sector Plan vision was incorporated into the Evaluation & Appraisal Report (EAR) Based Amendments that were approved by the Board of County Commissioners (BCC) on January 20, 2011 and found In Compliance with the Florida Department of Community Affairs (DCA) on February 7, 2011. Prior to adoption of the EAR Based Amendments, the BCC approved the original OSP DSAP Boundary on April 8, 2010. As part of the OSP project, a boundary will have to be approved per the Future Land Use (FLU) comprehensive plan policy below.

"OBJ FLU 5.6 Specific Area Plans

Adopt procedures and guidelines for the development and approval of detailed specific area plans.

FLU 5.6.1 Development within the OSP shall be subject to the adoption of Detailed Specific Area Plans (DSAP). Each DSAP must be a minimum of 1,000 acres in size and developed in sufficient detail to allow evaluation of the interrelationship of its parts and establish consistency with principles and criteria contained in FLU 5.1.1-FLU 5.5.5. Until and unless a DSAP is approved by the Escambia County Board of County Commissioners and found in compliance by the Florida Department of Community Affairs, the property in the OSP shall maintain the underlying future land use category (e.g. Agricultural, Rural Community, Mixed-Use Suburban) and zoning district (e.g. the agricultural, the rural community, the mixed-use low density zonings or the equivalents), except for those projects that are vested.

All applications for development approvals (i.e. lot splits, special exceptions, variances, etc.) on any property within the OSP shall be reviewed on a case-by-case basis for the effect of such development approval on adopted or future DSAPs and in compliance with the general principles established in FLU Policy 5.1.2. At a minimum, development of a DSAP must include the following information:

I. DSAP Boundary Determination Analysis

Conduct a preliminary site analysis of the proposed DSAP area to determine appropriate boundaries. This analysis shall include the following:

1. Identification of the extent and location of natural resources.
2. Identification of the environmental opportunities and constraints to development within the area.
3. Identification of the net usable land area.
4. Determination of a maximum development scenario based upon the uses, densities and intensities identified in the Conceptual Long-term Build-out Overlay.
5. A Jobs-to-housing balance assessment consistent with policy FLU 5.3.4 and utilizing a professionally acceptable methodology.
6. Identification of public facilities and services available to the area; available capacity; potential deficiencies; and an approximation of necessary improvements.

If a DSAP contains areas designated as Anticipated Conservation Areas on the Long-Range Conceptual Framework Map, the boundaries of those Anticipated Conservation Areas shall be finalized during the DSAP process and designated as Conservation on the Future Land Use Map as part of the DSAP plan amendment. No development shall be permitted on lands designated Conservation within a DSAP except as specifically provided for in the DSAP. Prior to the commencement of any development within a DSAP, a perpetual conservation easement meeting the requirements of Section 704.06, Florida Statutes, shall be placed over all of the lands designated Conservation within that DSAP and shall be recorded in the public records of Escambia County. The total acreage of lands subject to the conservation easement shall be no less than the total acreage of lands designated Conservation within a DSAP. The conservation easement shall be granted to, and provide for enforcement rights by, the County, the Department of Community Affairs, and either the Department of Environmental Protection or a recognized statewide land trust.

The final boundaries for a DSAP must be approved by Escambia County before initiating a conceptual DSAP as described in Section II below."

**BUDGETARY IMPACT:**

The adoption of the amended DSAP Boundary would require a Change Order request, where the remaining funds in the Evaluation & Appraisal Report contract would need to be added to the Sector Plan contract.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal has not approved the DSAP Boundary for legal sufficiency, as there is not an Ordinance prepared at this time.

**PERSONNEL:**

No additional personnel are required for implementation of the DSAP Boundary.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The project is being prepared in accordance with Florida Statutes 163.3245.

**IMPLEMENTATION/COORDINATION:**

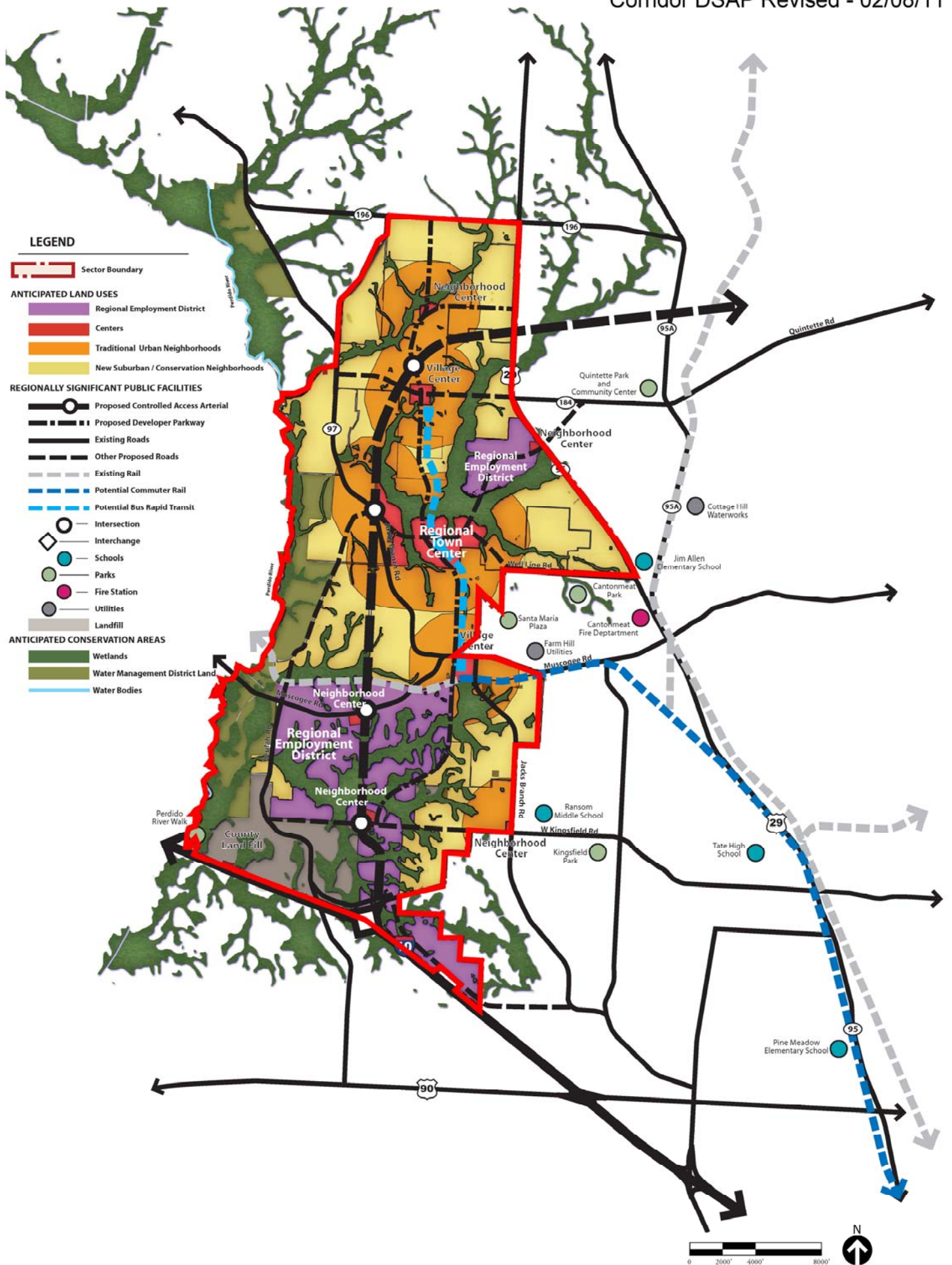
Once the Board approves the DSAP Boundary, VHB Inc., County staff, and the Development Group will continue further preparation of the DSAP.

The proposed DSAP Boundary was prepared in conjunction with public input, development community input, assistance with VHB Inc. and input from County staff.

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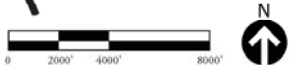
**Attachments**

Amended OSP DSAP Boundary Map



**LEGEND**

- Sector Boundary
- ANTICIPATED LAND USES**
- Regional Employment District
- Centers
- Traditional Urban Neighborhoods
- New Suburban / Conservation Neighborhoods
- REGIONALLY SIGNIFICANT PUBLIC FACILITIES**
- Proposed Controlled Access Arterial
- Proposed Developer Parkway
- Existing Roads
- Other Proposed Roads
- Existing Rail
- Potential Commuter Rail
- Potential Bus Rapid Transit
- Intersection
- Interchange
- Schools
- Parks
- Fire Station
- Utilities
- Landfill
- ANTICIPATED CONSERVATION AREAS**
- Wetlands
- Water Management District Land
- Water Bodies





## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

Action Item #: 2.

#### Growth Management Report

Date: 03/17/2011

Issue: Action Item - Camshire Meadows Permit FP# 11020002

From: T. Lloyd Kerr, AICP

Organization: Development Services

---

#### **RECOMMENDATION:**

That the Board take the following actions concerning recording of the Final Plat of Camshire Meadows (a 119 lot single family residential subdivision with public streets), located in the Bayou Grande community, lying north of Gulf Beach Highway between Weller and Wade Avenues, owned and developed by Pensacola Habitat for Humanity, Inc., a not-for-profit corporation. Prior to recording, the County Engineer, County Surveyor, Development Services Bureau Chief and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording;

B. Approve the street names "Mary Fleming Drive, Ledbetter Lane, English Meadows Drive and Camshire Circle";

C. Accept all public easements, drainage improvements within public easements/public parcels and Parcel "A" (0.65 acre Retention Pond) and Parcel "B" (1.13 acre Retention Pond), as depicted upon the final plat for permanent County maintenance. The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit); and

D. Accept a surety of \$25,000.00 pledged from Fund 124/Cost Center 220406/Housing and Community Development in lieu of an executed two-year warranty with surety.

#### **BACKGROUND:**

The preliminary plat was approved on December 12, 2007. Construction Plans were approved on March 30, 2004. The Escambia County Department of Public Safety approved the street names Mary Fleming Drive, Ledbetter Lane, English Meadows Drive and Camshire Circle on February 22, 2011. Development Services Bureau inspected the improvements on March 16, 2011, and found improvements substantially complete and in accordance with applicable County requirements. An executed Avigation Easement will be recorded with the final plat. Staff has reviewed the final plat.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

This recommendation is consistent with previous practices of the County Attorney's Office. The Avigation Easement was reviewed and approved by Stephen West on March 3, 2011.

**PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Based on the County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

**IMPLEMENTATION REQUIREMENTS:**

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, County Surveyor and Development Services Bureau Chief, it will be transmitted to the Clerk of Court's Office for recording in the public records of Escambia County, Florida.

**COORDINATION WITH OTHER AGENCIES/PERSONS:**

Staff has been in contact with the developer's engineer/surveyor, County Road Department, County Building Inspections and Development Services Bureau.

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**Attachments**

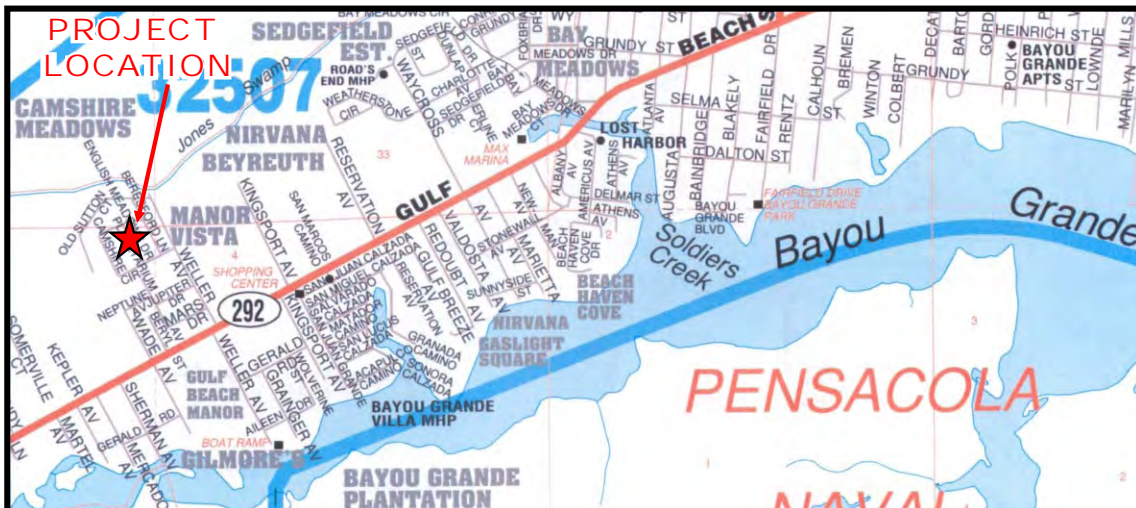
Vicinity Map

Approved Final Plat

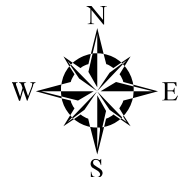
Avigation Easement



# FINAL PLAT: CAMSHIRE MEADOWS



VICINITY MAP





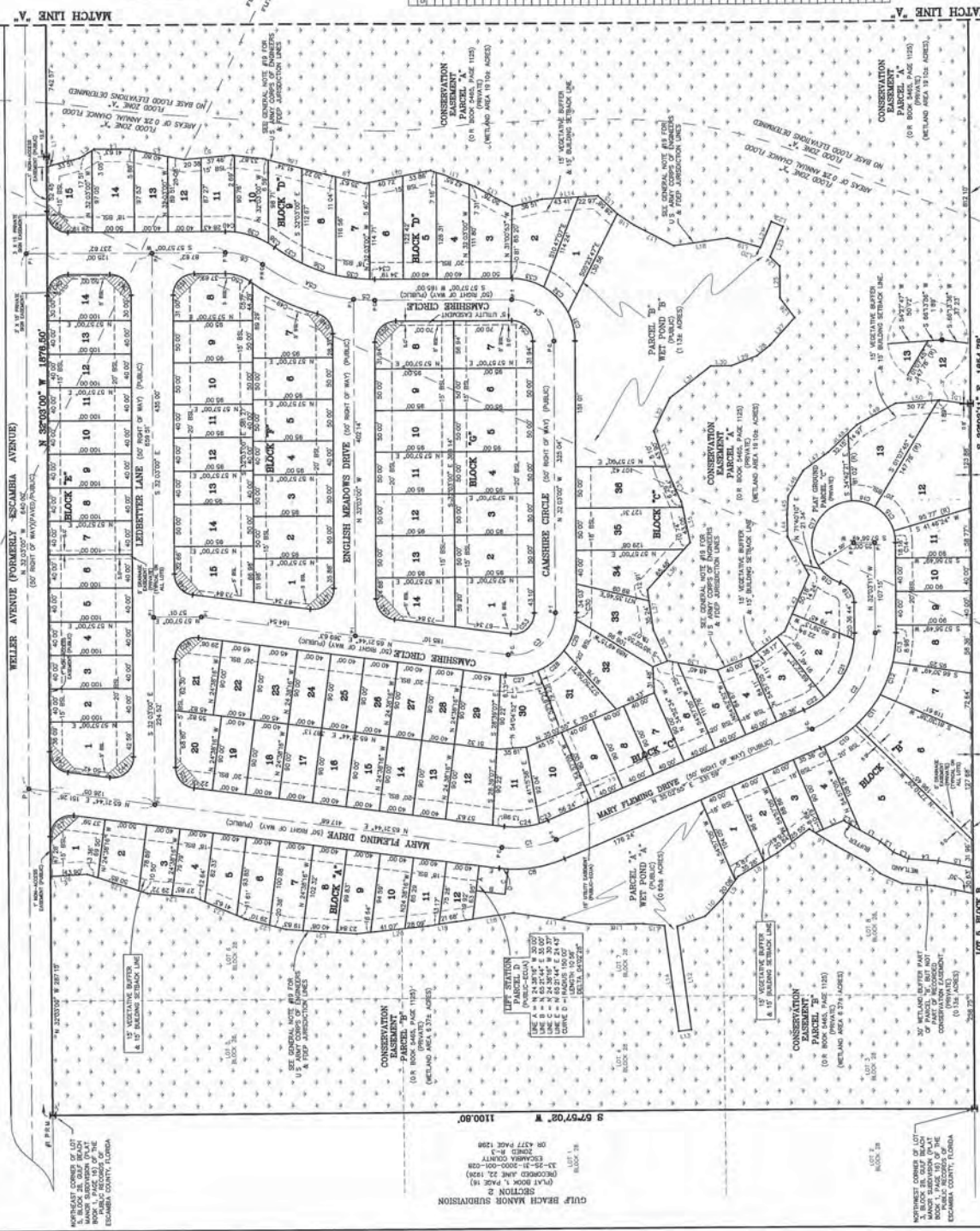


RESTRICTIVE COVENANTS OFFICIAL RECORD BOOK

# CAMSHIRE MEADOWS

A RE-PLAT OF A PORTION OF GULF BEACH MANOR SECTION 2 SUBDIVISION & THE JOHN B. CAZENAIVE GRANT BEING A PORTION OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 31 WEST, AND SECTION 4, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA MARCH 2011 - ZONED R-3

**SOUTHERN SURVEYING, INC.**  
SURVEYORS & LAND PLANNERS  
401 S. W. PALM BLVD. SUITE 200  
MARIETTA, FLORIDA 32066  
PHONE: (904) 244-1888  
FAX: (904) 244-1888



**CENTRILINE CURVE TABLE**

ANGLE (DEG.)	CHORD	ARC LENGTH	TANGENT	AREA
10	1.73636	0.34907	0.17364	0.01736
20	3.47272	0.69814	0.34727	0.03473
30	5.20908	1.04721	0.52091	0.05209
40	6.94544	1.39628	0.69454	0.06945
50	8.68180	1.74535	0.86818	0.08682
60	10.41816	2.09442	1.04182	0.10418
70	12.15452	2.44349	1.21545	0.12155
80	13.89088	2.79256	1.38909	0.13891
90	15.62724	3.14163	1.56273	0.15627
100	17.36360	3.49070	1.73636	0.17364
110	19.10000	3.83977	1.91000	0.19100
120	20.83636	4.18884	2.08364	0.20836
130	22.57272	4.53791	2.25727	0.22573
140	24.30908	4.88698	2.43091	0.24309
150	26.04544	5.23605	2.60454	0.26045
160	27.78180	5.58512	2.77818	0.27782
170	29.51816	5.93419	2.95182	0.29518
180	31.25452	6.28326	3.12545	0.31255
190	32.99088	6.63233	3.29909	0.32991
200	34.72724	6.98140	3.47273	0.34727
210	36.46360	7.33047	3.64636	0.36464
220	38.20000	7.67954	3.82000	0.38200
230	39.93636	8.02861	3.99364	0.39936
240	41.67272	8.37768	4.16727	0.41673
250	43.40908	8.72675	4.34091	0.43409
260	45.14544	9.07582	4.51454	0.45145
270	46.88180	9.42489	4.68818	0.46882
280	48.61816	9.77396	4.86182	0.48618
290	50.35452	10.12303	5.03545	0.50355
300	52.09088	10.47210	5.20909	0.52091

**PRIVATE CONSERVATION EASEMENT TABLE**

PARCEL NO.	AREA (ACRES)	PERCENT
1	0.10	10.00%
2	0.10	10.00%
3	0.10	10.00%
4	0.10	10.00%
5	0.10	10.00%
6	0.10	10.00%
7	0.10	10.00%
8	0.10	10.00%
9	0.10	10.00%
10	0.10	10.00%
11	0.10	10.00%
12	0.10	10.00%
13	0.10	10.00%
14	0.10	10.00%
15	0.10	10.00%
16	0.10	10.00%
17	0.10	10.00%
18	0.10	10.00%
19	0.10	10.00%
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36	0.10	10.00%
37	0.10	10.00%
38	0.10	10.00%
39	0.10	10.00%
40	0.10	10.00%
41	0.10	10.00%
42	0.10	10.00%
43	0.10	10.00%
44	0.10	10.00%
45	0.10	10.00%
46	0.10	10.00%
47	0.10	10.00%
48	0.10	10.00%
49	0.10	10.00%
50	0.10	10.00%

**CEMETRY TABLE**

CEMETRY NO.	AREA (ACRES)	PERCENT
1	0.10	10.00%
2	0.10	10.00%
3	0.10	10.00%
4	0.10	10.00%
5	0.10	10.00%
6	0.10	10.00%
7	0.10	10.00%
8	0.10	10.00%
9	0.10	10.00%
10	0.10	10.00%
11	0.10	10.00%
12	0.10	10.00%
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14	0.10	10.00%
15	0.10	10.00%
16	0.10	10.00%
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18	0.10	10.00%
19	0.10	10.00%
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21	0.10	10.00%
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26	0.10	10.00%
27	0.10	10.00%
28	0.10	10.00%
29	0.10	10.00%
30	0.10	10.00%
31	0.10	10.00%
32	0.10	10.00%
33	0.10	10.00%
34	0.10	10.00%
35	0.10	10.00%
36	0.10	10.00%
37	0.10	10.00%
38	0.10	10.00%
39	0.10	10.00%
40	0.10	10.00%
41	0.10	10.00%
42	0.10	10.00%
43	0.10	10.00%
44	0.10	10.00%
45	0.10	10.00%
46	0.10	10.00%
47	0.10	10.00%
48	0.10	10.00%
49	0.10	10.00%
50	0.10	10.00%

APPROVED 3-3-11

ENGINEER'S CERTIFICATE  
I, the undersigned, a duly licensed Professional Engineer in the State of Florida, have examined the above described subdivision and find that the same complies with all applicable Federal, State and Local Development Requirements.

SEAL  
SCOTT W. MOORE, P.E.  
FLORIDA PROFESSIONAL ENGINEER 38972

Prepared by:  
Stephen R. Moorhead, Esq.  
McDonald Fleming Moorhead  
25 West Government Street  
Pensacola, FL 32502  
SRM -10-4264

**AVIGATION EASEMENT  
(Corporation)**

THIS GRANT OF AN AVIGATION EASEMENT made this 23rd day of February, 2011, by and between Pensacola Habitat for Humanity, Inc., a corporation organized under the laws of the State of Florida, whose mailing address is P. O. Box 13204, Pensacola, FL 32591-3204("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 223 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 Grantor of an Avigation Easement; and

WHEREAS Grantor has agreed to grant an Avigation Easement to Grantee in and over Grantor's property under the terms and conditions set forth in this instrument;

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

See legal description attached as Exhibit A

This Avigation Easement is granted with the following express terms and conditions:

1. Grantor grants, bargains, sells, and conveys to Grantee, its successors and assigns, for the use and benefit of Grantee and any civilian or military airfields that may be located in Escambia County and any operators, owners, or users of civilian or military Aircraft that may operate in the airspace in and above Escambia County, a perpetual Avigation Easement for the free and unobstructed flight of Aircraft ("Aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used, or designed for flight in and through the air) in and through the airspace above, over, and across the surface of the Property, together with the right to create or cause in the airspace such noise, vibrations, odors, vapors, exhaust, smoke, dust

or other effects that may be inherent in the operation of Aircraft, and for the use of the airspace by Aircraft for launching from, maneuvering about, and landing at local civilian or military airfields.

2. Nothing in this instrument shall operate to preclude claims by Grantor, his heirs, assigns, successors, and legal representatives, for any physical injuries or damages caused by Aircraft crashing into or otherwise coming into direct physical contact with the Property or persons located thereon.

3. Grantor, for himself, his heirs, assigns, successors, and legal representatives, expressly releases and forever discharges Grantee, its elected or appointed officials, representatives, agents, employees, and any operators, owners, or users of civilian or military Aircraft or airfields, from any and all liability whatsoever, including any and all suits, claims, debts, obligations, costs, expenses, actions, or demands, vested or contingent, known or unknown, whether for injuries to persons or damages to property, which Grantor may own, hold, or assert by reason of noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, caused or created by the flight or passage of Aircraft in or through the airspace subject to the easement described in this instrument. Additionally, Grantor, for himself, his heirs, assigns, successors, and legal representatives, waives any and all right to sue Grantee, its elected or appointed officials, representatives, agents, or employees, and any operators, owners, or users of civilian or military Aircraft or airfields, and agrees to dismiss any and all such suits that may be now or subsequently asserted against Grantee, its elected or appointed officials, representatives, agents, or employees, and any operators, owners, or users of civilian or military Aircraft or airfields, for injuries to persons or damage to property arising from noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects that may be inherent in the operation of Aircraft, caused or created by the flight or passage of Aircraft in or through the airspace subject to the easement described in this instrument. Grantor acknowledges that the above-stated consideration is all that Grantor will receive for this easement and no promise for any other or further consideration has been made by anyone. Grantor further acknowledges that Grantor is executing this instrument solely in reliance upon his own knowledge, belief, and judgment and not upon any representations made by any party released or others in their behalf.

4. Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any local, state, or federal law or regulation regarding the operation of Aircraft or airfields.

5. Grantor shall not use or permit the use of the Property in such a manner as to create electrical, electronic, or other interference with radio, radar, microwave, or other similar means of Aircraft communications, or to make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other condition that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.

6. In the event of any violation of the rights and restrictions contained in this instrument, Grantee shall have the right, at its sole option after giving five (5) days prior notice to Grantor, to use any and all means to remedy the violation. Additionally, Grantee shall have a perpetual

easement for ingress to and egress from the Property for the purpose of inspecting or removing any instrumentality that may be causing or contributing to a violation of the rights and restrictions conveyed by this instrument.

7. Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property. Grantor further acknowledge that Aircraft noise may change over time by virtue of greater numbers of Aircraft, louder Aircraft, variations in airfield operations, and changes in airfield and air traffic control procedures.

8. This Avigation Easement and all of the terms and conditions described in this instrument shall run with the land in perpetuity and shall be binding upon Grantor and his heirs, assigns, successors and legal representatives.

9. In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

10. In the event that any civilian or military airfield adjacent to the Property ceases to operate, or if such other circumstances subsequently arise that would obviate the purpose underlying this instrument, then Grantor, his heirs, assigns, successors, and legal representatives, may petition the Board of County Commissioners of Escambia County to terminate this Avigation Easement. If the Board of County Commissioners approves the termination of this Avigation Easement, then it shall promptly execute and record in the public records an appropriate document reflecting the termination.

11. Grantor, for himself and his heirs, assigns, successors, and legal representatives, covenants with Grantee, its successors and assigns, that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right and full power to grant, bargain, sell and convey this Avigation Easement over the Property.

IN WITNESS WHEREOF Grantor has executed this instrument on the date first above written.

THE REMAINDER OF THIS PAGE IS BLANK.

**GRANTOR:**

Pensacola Habitat for Humanity, Inc.

Witness Natalie Stolfi  
Print Name Natalie Stolfi

Witness Ki Fulchino  
Print Name Ki Fulchino

By: Betty H. Salter  
Betty H. Salter, President

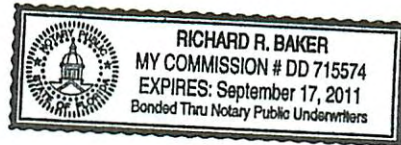
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 2011, by Betty H. Salter, as President of Pensacola Habitat for Humanity, Inc. She is personally known to me.

Richard R. Baker  
Signature of Notary Public

Richard R. Baker  
Printed Name of Notary Public

(Notary Seal)



ACCEPTANCE

This Avigation 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

\_\_\_\_\_  
Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

This document approved as to form and legal sufficiency.

By [Signature]  
Title Asst. County Attorney  
Date March 3, 2011

(Seal)

OR

\*\*\*\*\*

This Avigation Easement utilizes the form provided by Escambia County in accordance with Section 3, Ordinance No. 2004-52. Therefore, acceptance is executed by the Bureau Chief of the Development Services Bureau on behalf of the County, without further action required by the Board.

Accepted on behalf of Escambia County, Florida on the \_\_\_\_ day of \_\_\_\_\_, 200\_, by

\_\_\_\_\_  
Development Services Bureau Chief

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_, by \_\_\_\_\_. He/She is  personally known to me,  produced current \_\_\_\_\_ as identification.

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

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

(Notary Seal)



EXHIBIT "A"

A parcel of land in Section 33, Township 2 South, Range 31 West, Escambia County, Florida, described as follows:

Lots 3 to 38, both inclusive, Lot 41, and that portion of Lots 40, 42, and 43, Block 28, Gulf Beach Manor, according to plat of said subdivision recorded in Plat Book 1, Page 16, of the public records of said county, lying outside of Manor Vista Subdivision according to the plat recorded in Plat Book 4, Page 71; Less and Except therefrom that portion of Lot 40 lying Westerly of a Northerly extension of the East line of Planetarium Avenue, as said Planetarium Avenue is shown on the Plat of Manor Vista Subdivision recorded in Plat Book 4, Page 71, of the public records of said county.

More particularly described as follows:

Commence at the intersection of the North right of way line of Gulf Beach Highway (100' R/W) and the Westerly right of way of Weller Avenue (50' R/W); Thence go North 32 degrees 03 minutes 00 seconds West along said Westerly right of way of Weller Avenue a distance of 871.48 feet to a concrete monument and the point of beginning; Thence continue North 32 degrees 03 minutes 00 seconds West along said right of way a distance of 1876.50 feet to the Northeast corner of Lot 5, Block 28 of Gulf Beach Manor Subdivision as recording Plat Book 1 at Page 16 of the public records of Escambia County, Florida; Thence departing said right of way go South 57 degrees 57 minutes 02 seconds West for a distance of 1100.80 feet to the Northwest corner of Lot 3, Block 28 of said subdivision and the East right of way of Wade Avenue (50' R/W); Thence go South 32 degrees 03 minutes 11 seconds East along said right of way a distance of 1654.78 feet; Thence departing said right of way go North 57 degrees 57 minutes 16 seconds East for a distance of 600.73 feet; Thence go South 32 degrees 03 minutes 14 seconds East for a distance of 221.74 feet; Thence go North 57 degrees 56 minutes 28 seconds East for a distance of 500.00 feet to the point of beginning. The above described parcel being in Section 33, Township 2 South, Range 31 West and Section 4, Township 2 South, Range 31 West, Escambia County, Florida and contains 44.36 acres, more or less.

COUNTY ADMINISTRATOR'S REPORT  
March 17, 2011

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Request for Disposition of Property for the Property Appraiser's Office - Chris Jones, Property Appraiser

That the Board approve the Request for Disposition of Property Form for the Property Appraiser's Office for property which is to be auctioned as surplus or properly disposed of, which is described and listed on Disposition Form with Bureau and reason stated.

2. Recommendation Concerning Request for Disposition of Property for the Development Services Bureau - T. Lloyd Kerr, AICP, Bureau Chief, Development Services Bureau

That the Board approve the Request for Disposition of Property for a Reception Desk, Property Identification Number 57853, which is no longer needed.

3. Recommendation Concerning Request for Disposition of Property for Development Services Bureau - T. Lloyd Kerr, AICP, Bureau Chief, Development Services Bureau

That the Board approve the Request for Disposition of Property for a Ford, F-150, Pickup Truck, Property Identification Number 53035, and Ford Crown Victoria, Property Identification Number 53272.

4. Recommendation Concerning a Certificate of Need for Southern Disposal, Inc., d/b/a Coastal Container - Keith Wilkins, REP, Community & Environment Bureau Chief

That the Board take the following action concerning a Certificate of Need for Southern Disposal, Inc., d/b/a Coastal Container:

A. Approve a Certificate of Need permitting Southern Disposal, Inc., d/b/a Coastal Container to operate in Escambia County; and

B. Authorize the Chairman to sign the approved Certificate.

5. Recommendation Concerning Updated Escambia County Comprehensive Emergency Management Plan - Michael D. Weaver, Public Safety Bureau Chief

That the Board take the following action concerning the update to the Escambia County Comprehensive Emergency Management Plan:

A. Adopt the Resolution approving the Escambia County Comprehensive Emergency Management Plan as required by Florida Administrative Code R. 9G-6.006(10) and authorized by Escambia County Code of Ordinances, Sec. 37-39; and

B. Authorize the Chairman to sign the Resolution.

6. Recommendation Concerning the Acquisition of Property by the Florida Department of Transportation (FDOT), in the County's Name, for the Bellview Avenue Bridge Replacement Project - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning the acquisition of property by the Florida Department of Transportation (FDOT), in the County's name, for right-of-way for FDOT's Bellview Avenue Bridge Replacement Project:

A. Authorize the FDOT to acquire property, in the County's name, for right-of-way, for the Bellview Avenue Bridge Replacement Project;

B. Adopt a Resolution to allow FDOT to acquire property, in the County's name, for right-of-way for FDOT's Bellview Avenue Bridge Replacement Project; and

C. Authorize the County Attorney's Office to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisitions without further action of the Board.

Bellview Avenue is a paved, County-maintained road (R/W varies), which has a bridge crossing on the portion lying east of Mobile Highway. FDOT has a bridge replacement project in design. Due to the limited right-of-way in this area, FDOT's plans indicate a need to acquire property for additional right-of-way on Bellview Avenue to facilitate this project. Since this is a County-maintained road, FDOT policy requires the adoption of a Resolution by the County to allow them to acquire the property, in the County's name. The County will resume maintenance of the bridge area upon completion of FDOT's project.

7. Recommendation Concerning Escambia County Finance Authority Reappointments - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board take the following action concerning two reappointments to the Escambia County Housing Finance Authority, as requested by Elbert Jones, Jr., Executive Director:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures; and

B. Reappoint Lamar B. Cobb and Sandra J. Ward each for another four-year term, effective August 1, 2011, through July 31, 2015.

8. Recommendation Concerning a Resolution Supporting the Continuation of State Funding for Mental Health and Substance Abuse Services with No Funding Cuts - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve, on behalf of thousands of individuals residing in Escambia County who receive mental health and substance abuse services from Lakeview Center, Inc., and other care providers, a Resolution authorizing a letter of support from the Board of County Commissioners to the County's State Legislative Delegation and Lobbyist, supporting the continuation of State Funding for Mental Health and Substance Abuse Services with no funding cuts.

9. Recommendation Concerning Board of County Commissioners Reorganization Chart - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve the Reorganization Chart, which eliminates two bureau chief positions and more clearly assigns responsibility. This reorganization reduces operating costs by \$234,106, including benefits.

## II. Budget/Finance Consent Agenda

### 1. Recommendation Concerning the Assignment and Amendment of Program Participation Agreement between Pathways for Change, LLC, and Escambia County Board of County Commissioners – Gordon C. Pike, Corrections Bureau Chief

That the Board take the following action concerning the Assignment and Amendment of Participation Agreement between Pathways For Change, LLC, (hereinafter referred to as "Assignor PFC, LLC"), a Florida tax-exempt limited liability company and wholly-owned subsidiary of Baptist Hospital, Inc., a Florida not-for-profit corporation, Pathways For Change, Inc., (hereinafter referred to as "Assignee PFC, Inc."), a Florida not-for-profit corporation and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"):

A. Approve the Assignment and Amendment of Program Participation Agreement; and

B. Authorize the Chairman to sign the Agreement.

[Funding Source: General Fund 001, Cost Center 110201, Object Code 58208]

### 2. Recommendation Concerning a Letter of Agreement with the Agency for Health Care Administration (AHCA) - Amy Lovoy, Management & Budget Bureau Chief

That the Board approve the Letter of Agreement between the State of Florida's Agency for Health Care Administration and Escambia County, allowing the County to participate in the Low Income Pool, which will provide matching dollars for Escambia Community Clinics.

### 3. Recommendation Concerning Supplemental Budget Amendment #128 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #128, Debt Service Fund (203) in the amount of \$78,811, to recognize a specific portion of the available fund balance, and to appropriate these funds to be used for the final debt service payment on the Central Energy Performance loan.

4. Recommendation Concerning Supplemental Budget Amendment #131 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #131, General Fund (001) in the amount of \$36,950, to establish an appropriate budget at the Animal Shelter for micro-chipping, heartworm testing and vaccinations due to a revised fee schedule, and to appropriate these funds for the operation of the Animal Shelter.

5. Recommendation Concerning Supplemental Budget Amendment #135 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #135, Transportation Trust Fund (175) in the amount of \$15,728, to recognize insurance proceeds received for damage to pole barns at the Road Department, and to appropriate these funds for purchasing replacement buildings.

6. Recommendation Concerning the Purchase of Six Ford F-750 XL Trucks - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board authorize the County to piggyback off the State of Florida Term Contract for Medium and Heavy Trucks, Contract #070-700-11, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, for two Ford F-750 XL crew cab trucks and four Ford F-750 XL regular cab trucks, with specified options, in the total amount of \$584,710.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

7. Recommendation Concerning County Road 97 Capital Improvement Project/  
International Paper Company - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning the County Road 97 Capital Improvement Project/International Paper Company:

A. Authorize reimbursement to International Paper Company, in the amount of \$249,362.79, for engineering work performed by Jacobs Engineering for the County Road 97 Capital Improvement Project; and

B. Approve the Amendment to Agreement between Escambia County, Florida, and International Paper Company Relating to Effluent Water Pipeline Installation and County Road 97, to reflect that International Paper Company will not perform new road or infrastructure construction on County Road 97.

Meeting in regular session on May 20, 2010, the Board approved an Agreement between Escambia County, Florida, and International Paper Company (IPC) relating to Effluent Water Pipeline Installation and County Road 97. In this Agreement, Escambia County agreed to pay Jacobs Engineering for the engineering work, which includes additional milling, resurfacing and widening of County Road 97. The final invoice for engineering design services was received from International Paper Company on January 26, 2011.

Staff is requesting that the Agreement between Escambia County, Florida, and International Paper Company be amended to reflect that International Paper Company will not perform new road or infrastructure construction on County Road 97. The cost estimate, as provided by International Paper Company, to construct the widening of County Road 97 and associated drainage infrastructure, relocation of existing utilities and other improvements is \$2.1M.

Staff has determined that this cost is high and would like to bid the project out utilizing the Escambia County Competitive Sealed Bid Process. Staff estimates that cost for this project will be around \$1.4M, saving the County approximately \$700K.

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107/56301, Project No. 08EN0115, and Fund 351 "Local Option Sales Tax II," Account 210105/56301, Project No. 05EN1515]

8. Recommendation Concerning the Acquisition of Property for Drainage Improvements in Coral Creek Subdivision - Joy D. Blackmon P.E., Public Works Bureau Chief

That the Board take the following action concerning acquisition of property by donation for drainage improvements in Coral Creek Subdivision:

A. Authorize staff to negotiate and resolve any matters related to, or associated with the acquisition of property, by donation, for Easements located in Coral Creek Subdivision, gather information and conduct inspections as needed, to allow the Board's acceptance of the real property;

B. Authorize the payment of documentary stamps because the property is being acquired for governmental use, which is for drainage Easements, and the County benefits from these acquisitions because they facilitate the installation of drainage improvements, which will result in a more efficient stormwater drainage system, which will enhance the quality of life for the citizens of Escambia County;

C. Authorize the payment of incidental expenditures associated with the acquisition of these properties, which includes but is not limited to, a title search, documentary stamp tax and recording of documents; and

D. Authorize staff to prepare and the Chairman or Vice Chairman to accept the Easements as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time, subject to Legal review and sign-off.

Coral Creek Subdivision, Units One and Two, are located in the Sorrento Road / Blue Angel Parkway area. Coral Creek Subdivision has a history of stormwater drainage problems. Engineering has a project in design to improve the stormwater drainage in this area. To facilitate the proposed drainage improvements will require the acquisition, by donation, of Easements.

[Funding Source: Fund 352, LOST III, Account 210107/56301, Project #08EN0301, "Coral Creek Drainage Project"]



9. Recommendation Concerning Issuing a Task Order on Contract PD 02-03.79, "Professional Services" for Construction, Engineering, Inspection and Project Management Services for County Road 297-A (Sandicrest Drive to Pine Forest Road, including Pine Cone Drive) Widening and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board approve and authorize the County Administrator to execute a Task Order to Metric Engineering, Inc., in the amount of \$250,173.96, on Contract PD 02-03.79, "Professional Services" for Construction, Engineering, Inspection and Project Management Services for County Road 297-A (Sandicrest Drive to Pine Forest Road, including Pine Cone Drive) Widening and Drainage Improvements.

[Funding Source: Fund 351, "LOST II", Account 210105/56301, Project #09EN0565, \$224,820 and Fund 352, "LOST III", Account 210107/56301, Project #08EN0105, \$25,353.96]

10. Recommendation Concerning Reallocation of Capital Improvement Program Funds - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning the reallocation of Capital Improvement Program Funds:

A. Approve the reallocation of funds, totaling \$250,000, from Fiscal Year 2010/2011 Capital Improvement Program from the Myrtle Grove Jackson Drainage Project (District 2) to the Second Street Drainage Project (District 2). The funds are being transferred to the drainage portion of the Local Agency Program Agreement with the State of Florida Department of Transportation, to work in conjunction with the construction of paved shoulders on Second Street, between Interbay Avenue and Barrancas Avenue.

B. Approve the reallocation of funds, totaling \$250,000, from Fiscal Year 2011/2012 Capital Improvement Program from the Myrtle Grove Jackson Drainage Project (District 2) to the Navy Point Drainage Project (District 2). The funds are being transferred for a joint project with Emerald Coast Utilities Authority (ECUA) in the Navy Point area. ECUA is installing sewer in the Navy Point area encompassed by Baublits Drive. Escambia County would like to partner with ECUA so we can upgrade the storm sewer that is undersized, in poor condition, and in some locations unsafe to pedestrians. The proposed County improvements include: milling and resurfacing approximately 500 linear feet of road outside ECUA's project area; replacing approximately 3,100 linear feet of broken curb; removal and replacement of roughly 2,500 linear feet of undersized and/or broken storm pipes; and upsizing 21 existing curb inlets. ECUA will provide the initial payments, and the County will reimburse ECUA through a partnering Agreement.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107]

11. Recommendation Concerning the County's Acceptance of Property from Florida Department of Transportation (FDOT) for Use as Right-of-Way on Coleman Road - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning the County's acceptance of property from the Florida Department of Transportation (FDOT) for use as right-of-way on Coleman Road:

- A. Accept the transfer of real property from FDOT for use as right-of-way on Coleman Road;
- B. Adopt the Resolution authorizing the acceptance of the transfer of the real property from FDOT for use as right-of-way on Coleman Road;
- C. Authorize the payment of incidental expenses associated with the recording of the Resolution; and
- D. Authorize the Chairman or Vice Chairman to sign the Resolution and any other documents necessary to complete the transaction, subject to Legal review and sign-off.

Coleman Road is a paved, County-maintained road (R/W varies) located north of Airport Boulevard, which abuts the west right-of-way line of Interstate 110 (I-110). FDOT acquired several parcels of property abutting Coleman Road for their expansion project on the I-110 / Airport Boulevard exchange. FDOT has completed this portion of their project and has determined that there are leftover portions of the properties they acquired for which they have no need. FDOT has offered to transfer this property to the County. Staff has reviewed the property and believes it would be of benefit to the County for use as additional right-of-way on Coleman Road.

12. Recommendation Concerning Board Concurrence to Decline Acceptance of the 2010 Staffing for Adequate Fire And Emergency Response (SAFER) Grant - Michael D. Weaver, Public Safety Bureau Chief

That the Board concur with staff's decision to decline acceptance of the 2010 Staffing for Adequate Fire And Emergency Response (SAFER) Grant, EMW-2010-FH-00260.

The Application was submitted in anticipation of the need to staff a new station at Kingsfield and Highway 29, which was scheduled to begin construction in 2010 using LOST (Local Option Sales Tax) III funds. The construction of that station has not begun and is currently being reviewed to determine if another location might be more appropriate.

The Federal Emergency Management Agency (FEMA) has reviewed the Grant Application favorably for award; however, before proceeding, the Grants Management Specialist has asked if this Grant has been reviewed by the Board of County Commissioners (BCC) and whether or not the BCC is willing to accept the Grant if approved. Staff has reviewed the associated costs and the long-term financial impact if the Grant is accepted. In order to fund the firefighters through the third year, it would require an increase in the MSBU (Municipal Services Benefits Unit) rate of greater than \$5 per year.

13. Recommendation Concerning Change Order to Vanasse Hangen Brustlin, Inc., on Contract PD 06-07.043, "Escambia County Sector Plan" - T. Lloyd Kerr, AICP, Bureau Chief

That the Board approve and authorize the County Administrator to execute the following Change Order, which will transfer funds to develop the Detailed Specific Area Plan (DSAP) for the entire 15,000 (+/-) acres of the Sector Plan. Developing a plan on the entire area will incur additional costs as outlined in the task list. Contract PD 07-08.041 has been cancelled with the remaining funds to be transferred to Contract PD 06-07.043.

Bureau:	Development Services
Division:	Long Range Planning
Type:	Addition
Amount:	\$276,535.85
Vendor:	Vanasse Hangen Brustlin, Inc.
Project Name:	Escambia County Sector Plan
Contract:	PD 06-07.043
PO No.:	110951
CO No.:	1
Original Contract Amount:	\$526,010.00
Cumulative Amount of Change Orders through CO #1:	\$276,535.85
New Contract Total	\$802,545.85

[Funding Source: Fund 001, "General Fund", Account 250301/53101 "Long Range Planning"]

14. Recommendation Concerning Loan to BRACE, LLC, for Heritage Oaks Mobile Home Park Redevelopment Project - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board take the following action concerning approval of a \$300,000 loan to BRACE, LLC, (BRACE) as required to complete the Heritage Oaks Mobile Home Park Redevelopment Project:

A. Approve a \$300,000 loan to BRACE, financed from Escambia Affordable Housing Fund 124 and secured by a mortgage on the property and improvements known as Heritage Oaks Mobile Home Park, located at 1523 Gulf Beach Highway (Property Reference #35-2S-31-1000-004-149); and

B. Approve an Assignment of Construction Documents, Contracts, Rights, and Intangibles and a Construction Loan Agreement governing the disbursement of the loan funds to BRACE;

C. Authorize the County Attorney's Office to direct the closing on the loan; and

D. Authorize the Chairman to execute all documents as required to culminate this transaction.

[Funding: Fund 124/Affordable Housing, Cost Center 220406]

15. Recommedation Concerning Information Report Update Regarding Development of Centralized Homeless (Waterfront Rescue Mission) Facility, PD 10-11.010 - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board accept for filing with the Board's Minutes the Information Report Update Regarding Development of Centralized Homeless (Waterfront Rescue Mission) Facility, PD 10-11.010.



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 1.

### County Administrator's Report

**Date:** 03/17/2011  
**Issue:** Request for Disposition of Property  
**From:** Chris Jones  
**Organization:** Escambia County Property Appraiser  
**CAO Approval:**

---

### RECOMMENDATION:

Recommendation Concerning Request for Disposition of Property for the Property Appraiser's Office - Chris Jones, Property Appraiser

That the Board approve the Request for Disposition of Property Form for the Property Appraiser's Office for property which is to be auctioned as surplus or properly disposed of, which is described and listed on Disposition Form with Bureau and reason stated.

### BACKGROUND:

The Fujitsu fi-4340C scanner was picked up by accident by Facilities and disposed of along with other scanners that were approved for disposal.

### BUDGETARY IMPACT:

N/A

### LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

### PERSONNEL:

N/A

### POLICY/REQUIREMENT FOR BOARD ACTION:

In compliance with FS 274 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property

### IMPLEMENTATION/COORDINATION:

N/A

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## **Attachments**

Request for Disposition




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

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Property Appraiser COST CENTER NO: 550101

Chris Jones DATE: 1/12/11  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 434-2735

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55091	Fujitsu Scanner	710947	fi-4370c	2006	good

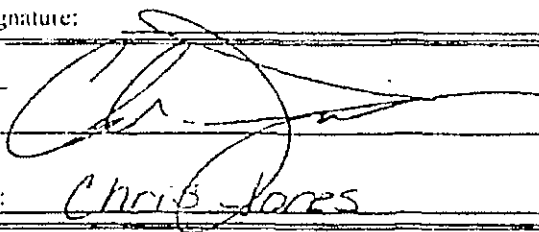
Disposal Comments: The scanner was picked up by mistake by Facilities and disposed of along with other scanners we were disposing of.

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 Print Name

Conditions: \_\_\_\_\_ Dispose-Good Condition-Unusable for BOCC  
 \_\_\_\_\_ Dispose-Bad Condition-Sent for recycling-Unusable

Computer is Ready for Disposition

Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration Date: 1/24/11  
 FROM: Escambia County Bureau Bureau Chief (Signature): 

Bureau Chief (Print Name): Chris Jones

RECOMMENDATION: Date: \_\_\_\_\_  
 TO: Board of County Commissioners  
 FROM: County Administration  
Larry M. Newson, Interim County Administrator 2/11/11  
 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: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

Technical/Public Service Consent Item #: 2.

**County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** Disposition of Property Items for Development Services Bureau  
**From:** T. Lloyd Kerr, AICP  
**Organization:** Development Services  
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Request for Disposition of Property for the Development Services Bureau - T. Lloyd Kerr, AICP, Bureau Chief, Development Services Bureau

That the Board approve the Request for Disposition of Property for a Reception Desk, Property Identification Number 57853, which is no longer needed.

**BACKGROUND:**

The reception desk listed on the attached Request for Disposition of Property is no longer needed by the Development Services Bureau. It was previously approved for disposal, but the incorrect Property Identification Number of 57893 had been listed, and the Clerk's Office requested that it be sent back to the BCC for re-approval with the correct number of 57853.

**BUDGETARY IMPACT:**

None

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with F.S. 274.07 and Board Policy, Section II, Part B.1, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, the item will be disposed of according to the Disposition of County Property Policy.

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**Attachments**

Disposition of Property - Reception Desk

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Development Services Bureau COST CENTER NO: 250401

Patricia M. Knight DATE: 12/9/2010  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Patricia M. Knight Phone No: (850) 595-3473

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	57853	Reception Desk			2007	Good

Disposal Comments: Item no longer needed.

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 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: 12/9/10  
 FROM: Escambia County Bureau Bureau Chief (Signature): T. Lloyd Kerr, AICP, Dev. Svs. Bureau  
 Bureau Chief (Print Name): T. Lloyd Kerr

RECOMMENDATION: Date: 3/1/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
Charles R. Oliver  
 Charles R. "Randy" Oliver, CPA PE,  
 County Administrator

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: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

**Patricia Knight**

---

**From:** Belinda Justin [bjustin@escambiaclerk.com]  
**Sent:** Thursday, December 09, 2010 9:06 AM  
**To:** Patricia Knight  
**Cc:** Elizabeth Parker  
**Subject:** RE: Reception Desk Disposition

Pat,

Yes. Another disposal and recommendation needs to be prepared and approved by the BCC. In addition, you can make reference to the original disposal being incorrect. Thank you.

Belinda L. Justin  
Escambia County Clerk of the Circuit Court  
Finance Department  
(850) 595-4839 Work  
(850) 595-4798 Fax

---

**From:** Patricia Knight [mailto:PMKNIGHT@co.escambia.fl.us]  
**Sent:** Thursday, December 09, 2010 9:04 AM  
**To:** 'Belinda Justin'  
**Subject:** RE: Reception Desk Disposition

When you say approved, does this mean it has to go back before the Board accompanied by another recommendation?

---

**From:** Belinda Justin [mailto:bjustin@escambiaclerk.com]  
**Sent:** Wednesday, December 08, 2010 3:57 PM  
**To:** Patricia Knight  
**Cc:** Elizabeth Parker  
**Subject:** Reception Desk Disposition

Pat,

I attached one of the disposals for Planning and Zoning from the November 4th BCC meeting. On the form there is a reception desk listed. The property number on the form is 57893. This number is not correct. The correct number for the desk is 57853 (cost center 250401). An additional disposal form will need to be processed for the reception desk using the correct property number. Since I already received the silver property tag from the desk as soon as the new disposal form is approved I can process it. Also, the correct items on the original disposal form can be disposed of at this time. If you have any questions please let me know. Thank you.

Belinda L. Justin  
Escambia County Clerk of Circuit Court  
Finance Department  
(850) 595-4839 Work  
(850) 595-4798 Fax

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12/9/2010



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

Technical/Public Service Consent Item #: 3.

**County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** Disposition of Property for Development Services Bureau  
**From:** T. Lloyd Kerr, AICP  
**Organization:** Development Services  
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Request for Disposition of Property for Development Services Bureau - T. Lloyd Kerr, AICP, Bureau Chief, Development Services Bureau

That the Board approve the Request for Disposition of Property for a Ford, F-150, Pickup Truck, Property Identification Number 53035, and Ford Crown Victoria, Property Identification Number 53272.

**BACKGROUND:**

The items listed on the attached Request for Disposition of Property are no longer needed by the Development Services Bureau and are to be sold to another County Department and/or auctioned.

**BUDGETARY IMPACT:**

Funds realized from the sale and/or auction of the vehicles will be deposited into Fund 406.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with F.S. 274.07 and Board Policy, Section II, part B.1., Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, the items will be disposed of according to the Disposition of County Property Policy through sale and/or County auction.

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### **Attachments**

Disposition of Property - BID Vehicles

# REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Development Services Bureau COST CENTER NO: 250109

Deborah A. Overton DATE: January 28, 2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian(Signature): *Deborah A. Overton* Phone No: 595-3572

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
222040	53035	Pickup Truck	VIN #2FTRF17224CA82850	Ford, F-150	2004	Fair
212377	53272	Ford Crown Victoria	VIN #2FAFP71W55X101308	Ford	2005	Excellent
		(Kelley BB Value Attached)				

Disposal Comments: To be sold to another County Department or at auction

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
 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: 2/1/11  
 FROM: Escambia County Bureau Bureau Chief (Signature): *T. Lloyd Kerr*

Bureau Chief (Print Name) T. Lloyd Kerr

RECOMMENDATION: Date: 3/1/11

TO: Board of County Commissioners  
 FROM: County Administration  
Charles R. Oliver  
 Charles R. "Randy" Oliver, CPA PE, County Administrator  
 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: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt \_\_\_\_\_ Date \_\_\_\_\_





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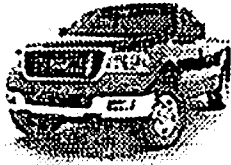
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Chevrolet Linup

Click one to learn more here.

## 2004 Ford F150 Regular Cab STX Pickup 4D 6 1/2 ft

### BLUE BOOK® PRIVATE PARTY VALUE



Condition	Value
Excellent	\$9,650
Good	\$9,075
✓ Fair (Selected)	\$8,075

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#### Vehicle Highlights

Mileage: 59,797  
 Engine: V8, 4.6 Liter  
 Transmission: Automatic  
 Drivetrain: 2WD

#### Selected Equipment

##### Standard

Air Conditioning	AM/FM Stereo	ABS (4-Wheel)
Power Steering	Dual Air Bags	Steel Wheels

#### Blue Book Private Party Value

Kelley Blue Book Private Party Value is the amount a buyer can expect to pay when buying a used car from a private party. The Private Party Value assumes the vehicle is sold "As Is" and carries no warranty (other than any remaining factory warranty). The final sale price may vary depending on the vehicle's actual condition and local market conditions. This value may also be used to derive Fair Market Value for insurance and vehicle donation purposes.

#### Vehicle Condition Ratings

##### Excellent

**\$9,650**

- Looks new, is in excellent mechanical condition and needs no reconditioning
- Never had any paint or body work and is free of rust.
- Clean title history and will pass a smog and safety inspection.
- Engine compartment is clean, with no fluid leaks and is free of any wear.

or visible defects.

- Complete and verifiable service records.

Less than 5% of all used vehicles fall into this category.

**Good**

GOOD

\$9,075

- Free of any major defects.
- Clean title history, the paints, body, and interior have only minor (if any) blemishes, and there are no major mechanical problems.
- Little or no rust on this vehicle.
- Tires match and have substantial tread wear left.
- A "good" vehicle will need some reconditioning to be sold at retail.

Most consumer-owned vehicles fall into this category.

**✓ Fair (Selected)**

FAIR

\$8,075

- Some mechanical or cosmetic defects and needs servicing but is still in reasonable running condition.
- Clean title history, the paint, body and/or interior need work performed by a professional.
- Tires may need to be replaced.
- There may be some repairable rust damage.

**Poor**

POOR

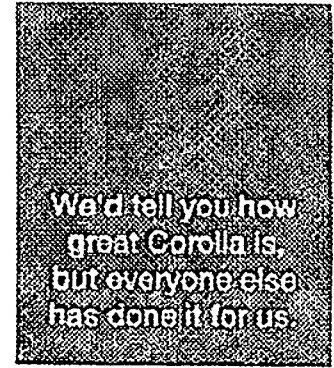
N/A

- Severe mechanical and/or cosmetic defects and is in poor running condition.
- May have problems that cannot be readily fixed such as a damaged frame or a rusted-through body.
- Branded title (salvage, flood, etc.) or unsubstantiated mileage.

Kelley Blue Book does not attempt to report a value on a "poor" vehicle because the value of these vehicles varies greatly. A vehicle in poor condition may require an independent appraisal to determine its value.

Florida 01/24/2011

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Toyota Corolla

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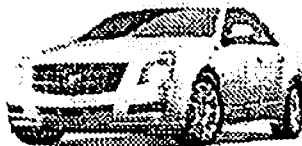


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1.9% APR

FOR QUALIFIED BUYERS

Original contract price. Some purchases subject to credit review by FORD CREDIT. See dealer for details.

EXPLORE THE CTS > VIEW ALL OFFERS > LOCATE A DEALER >

### 2005 Ford Crown Victoria Sedan 4D

#### BLUE BOOK® SUGGESTED RETAIL VALUE



Condition	Value
✓ Excellent (Selected)	\$9,200

Suggested Retail Value Assumes Excellent Condition [More](#)

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#### Vehicle Highlights

Mileage: 78,000  
 Engine: V8, 4.6 Liter  
 Transmission: Automatic  
 Drivetrain: RWD

*Actual mileage = 79,600 +*

#### Selected Equipment

##### Standard

Air Conditioning	Tilt Wheel	Dual Air Bags
Power Steering	Cruise Control	ABS (4-Wheel)
Power Windows	AM/FM Stereo	Power Seat
Power Door Locks	Cassette	Steel Wheels

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### Blue Book Suggested Retail Value

Kelley Blue Book Suggested Retail Value is representative of dealers' asking prices for a used car, and the starting point for negotiation between a consumer and a dealer. This Suggested Retail Value assumes that the vehicle has been fully reconditioned and has a clean title history, but has not been certified in accordance with any Certified Pre-Owned (CPO) program the automaker may offer (for which it may or may not qualify, according to factors such as vehicle age and mileage). This value also takes into account the dealers' profit, costs for advertising, sales commissions and other costs of doing business. The final sale price will likely be less depending on the vehicle's actual condition, popularity, type of warranty offered and local market conditions.

#### Vehicle Condition Ratings

##### ✓ Excellent (Selected)

██████████

**\$9,200**

- Looks new, is in excellent mechanical condition and needs no reconditioning.
- Never had any paint or body work and is free of rust.
- Clean title history and will pass a smog and safety inspection.
- Engine compartment is clean, with no fluid leaks and is free of any wear or visible defects.
- Complete and verifiable service records.

Less than 5% of all used vehicles fall into this category.

Florida 01/13/2011

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IMPALA  
\$29,999

"...a fine balance between performance and fuel efficiency."  
- Edmunds.com

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## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 4.

### County Administrator's Report

**Date:** 03/17/2011  
**Issue:** Certificate of Need Application  
**From:** Keith Wilkins, REP, Interim Bureau Chief  
**Organization:** Community & Environment  
**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning a Certificate of Need for Southern Disposal, Inc., d/b/a Coastal Container - Keith Wilkins, REP, Community & Environment Bureau Chief

That the Board take the following action concerning a Certificate of Need for Southern Disposal, Inc., d/b/a Coastal Container:

- A. Approve a Certificate of Need permitting Southern Disposal, Inc., d/b/a Coastal Container to operate in Escambia County; and
- B. Authorize the Chairman to sign the approved Certificate.

### **BACKGROUND:**

An application was submitted to the Division of Solid Waste Management for a Certificate of Need from Southern Disposal, Inc., d/b/a Coastal Container to operate in Escambia County. This company anticipates servicing Escambia County by providing collection and transportation of solid waste directly from commercial sites to the County's landfill.

The Escambia County Code of Ordinances Chapter 82, Solid Waste stipulates that each entity must hold a valid Certificate of Need and a Solid Waste Management Permit in order to manage solid waste in Escambia County. An executed Certificate of Need is valid indefinitely unless a change in name or ownership occurs.

### **BUDGETARY IMPACT:**

A Solid Waste Management Permit Application Fee of \$150.00 has been deposited into the Solid Waste Fund 401/Account Number 343402.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is consistent with the Board of County Commissioners' mission statement: "To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community."

**IMPLEMENTATION/COORDINATION:**

Following approval of this recommendation, original Certificates of Need will be distributed to the Clerk of the Court, the issuing department and the applicant. A Solid Waste Management Permit will then be issued and distributed accordingly. Compliance with insurance requirements for permits was coordinated with the Office of Risk Management.

---

**Attachments**

Southern Disposal Certificate of Need

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

County Courthouse  
Pensacola, Florida 32501

**APPLICATION FOR  
CERTIFICATE OF NEED**

Date: 3/2/2011

TO: **Board of County Commissioners  
of Escambia County, Florida**  
County Courthouse Annex  
223 Palafox Place  
Pensacola, Florida 32501

(Name of Business) Southern Disposal, Inc. applies for

a Certificate of Need to operate Roll offs, under the  
(Type of Service)

Name of Coastal Containers

Owned or operated by Southern Disposal, Inc.  
(Individual/Corporation/Partnership)

at 1211 West Nine Mile Road Pensacola FL 32534  
(Location of Operation)

Fiscal Year End December 31,

Federal Identification Number 27-3789803

Attached hereto is the following information as provided for in Escambia County Code of Ordinances Chapter 82, Solid Waste:

**(ATTACH ALL INFORMATION APPLICABLE)**

- 1.  A statement of purpose and need for the activity, service or facility.
- 2.  A statement of funding sources.
- 3.  A statement of financial resources of the applicant.
- 4.  A statement of the cost of operation.
- 5.  Area to be served.
- 6.  A statement of existing facilities or services available in area to be served.
- 7.  Other information requested by the Board.

NOTE: Information described in No. 2, 3, and 4 above shall not be required from persons desiring Certificate of Need to provide "non-residential solid waste" management activities, services, or facilities.

  
(Signature of Applicant)

Southern Disposal, Inc.  
D.B.A. Coastal Container  
3164 Birdseye Circle  
Gulf Breeze, Florida 32563

March 01, 2011

Escambia County Solid Waste  
13009 Beulah Road  
Cantonment, Florida 32533-8831

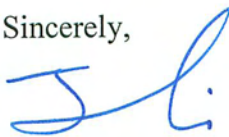
Re: Application to obtain a certificate of need and obtain a solid waste permit in  
Escambia County Florida.

To whom it may concern:

Southern Disposal, Inc. is a Florida based S-Corp doing business as (DBA) Coastal Container. Southern Disposal, Inc. wishes to obtain a certificate of need as well as a solid waste permit to operate within Escambia County Florida. Our current operation consists of roll off containers for use in the transport and disposal of construction debris to area landfills.

Our Federal Tax ID number is: 27-3789803.

Sincerely,



Jonathan Erwin  
President – Southern Disposal



BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

County Courthouse Annex  
Pensacola, Florida 32501

**CERTIFICATE OF NEED**  
FOR A

SOLID WASTE MANAGEMENT ACTIVITY  
(Type of Operation)

This certifies that Coastal Container

owned or operated by Southern Disposal, Inc.

(Name of Company)

At 1211 W. Nine Mile Road, Pensacola, FL 32534, has submitted

the information as required under Escambia County Code of Ordinances Chapter 82, Solid Waste, and the Board of County Commissioners of Escambia County, Florida, has found such documents to conform with the laws and regulations as provided for in the ordinances. It is further declared that the services to be performed do not violate the requirements of the ordinances.

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

Kevin W. White, Chairman

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

Deputy Clerk

**BCC APPROVED:**

Certificate expires:

Indefinite\*, 20    

\*Indefinite unless there is a change in name, address, or ownership.

**This is not a Permit to Operate This Service**



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 5.

### County Administrator's Report

**Date:** 03/17/2011

**Issue:** Updated Escambia County Comprehensive Emergency Management Plan

**From:** Mike Weaver

**Organization:** Public Safety

**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning Updated Escambia County Comprehensive Emergency Management Plan - Michael D. Weaver, Public Safety Bureau Chief

That the Board take the following action concerning the update to the Escambia County Comprehensive Emergency Management Plan:

A. Adopt the Resolution approving the Escambia County Comprehensive Emergency Management Plan as required by Florida Administrative Code R. 9G-6.006(10) and authorized by Escambia County Code of Ordinances, Sec. 37-39; and

B. Authorize the Chairman to sign the Resolution.

### **BACKGROUND:**

The Comprehensive Emergency Management Plan (CEMP) is required by Florida Administrative Code R. 9G-6.006(10) and authorized by Escambia County Code of Ordinances, Sec. 37-39. Every four years the County is required to review, update, and obtain approval from the Florida Division of Emergency Management (FDEM) that the CEMP meets minimum State requirements. Once FDEM has approved the CEMP, the Board is required to adopt the CEMP by Resolution within 60 days of receipt of the FDEM approval. The Escambia County Emergency Management Division Manager received notification February 28, 2011, of FDEM's approval.

### **BUDGETARY IMPACT:**

N/A

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Alison P. Rogers, County Attorney, has approved the Resolution as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Fla. Admin. Code R. 9G-6.006(10) requires the CEMP to be approved every four years by FDEM and adopted through resolution by the Board.

**IMPLEMENTATION/COORDINATION:**

The Public Safety Director and Emergency Management Manager are responsible for the coordination and implementation of the CEMP. The CEMP update process included input from the various agencies and organizations that are a partner in the Escambia County disaster preparedness, response, recovery, and mitigation plan as identified within the CEMP.

---

**Attachments**

Resolution

2011 Escambia County CEMP

RESOLUTION R2011-\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA ADOPTING ESCAMBIA COUNTY'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 252, Florida Statutes, assigns to the Board of County Commissioners the responsibility for disaster preparedness, response, recovery, and mitigation in Escambia County; and

WHEREAS, each county is required to develop such a Comprehensive Emergency Management Plan and have that plan updated and re-certified every four years by the Florida Division of Emergency Management; and

WHEREAS, the Board of County Commissioners adopted Ordinance 95-12 (section 37-39 of the Code of Ordinances) on July 6, 1995, authorizing development of a Comprehensive Emergency Management Plan to insure the health, safety, and welfare of the community for each state of emergency declared in Escambia County; and

WHEREAS, this plan provides the framework for the procedures to follow during natural and manmade disasters, to include evacuation areas during hurricanes, shelter operations, and agency responsibilities; and

WHEREAS, Escambia County's Comprehensive Emergency Management Plan was reviewed and approved on February 21, 2011, by the Florida Division of Emergency Management; and

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida that:

- Section 1. The above Whereas clauses are true and incorporated by reference herein.
- Section 2. Pursuant to Chapter 252, Florida Statutes, Escambia County's Comprehensive Emergency Management Plan is hereby adopted by the Board of County Commissioners.
- Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Kevin W. White, Chairman

\_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

This document approved as to form and legal sufficiency  
By [Signature]  
Title County Attorney  
Date 3/1/11

# *Escambia County Comprehensive Emergency Management Plan (CEMP) 2011*



Public Safety Bureau  
Division of Emergency Management  
6575 North "W" Street  
Pensacola, Florida 32505  
850-471-6400  
[www.bereadyescambia.com](http://www.bereadyescambia.com)



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## I. INTRODUCTION

Florida Statutes, Chapter 252 (Emergency Management) identifies emergency management powers and responsibilities for political subdivisions in the State of Florida. A key provision in the statute is that each county in Florida shall develop “an emergency management plan and program that are coordinated and consistent with the State comprehensive plan and program.” Furthermore, Presidential Homeland Security Directives 5 and 8, enacted in 2004, requires that states and local governments adopt the fundamental principles, language and operational concepts embedded in the National Incident Management System (NIMS) and the National Response Framework as a condition for receiving certain categories of federal support.

The Escambia County Comprehensive Emergency Management Plan (CEMP) is the product of a detailed and focused planning process that: 1) fully incorporates the NIMS concepts, principles, practices and language; 2) capitalizes on the lessons learned from tropical weather incidents, exercises, and other recent disasters; and 3) incorporates plans, programs and policies that have emerged since the last revision of the CEMP. As such, the CEMP describes the basic strategies, assumptions, operational goals, objectives, and mechanisms through which the County will mobilize resources and conduct activities to guide and support emergency management efforts through preparedness, response, recovery and mitigation.

In an effort to ensure that the CEMP is strictly aligned with the State and national preparedness guidance, the State Division of Emergency Management and National Department of Homeland Security publications listed below were consulted and closely followed:

- The National Preparedness Guidelines (September 2007)
- FEMA NIMCAST User's Guide
- National Incident Management System
- Targeted Capabilities List ( September 2007)
- Universal Task List (February 2007)
- State of Florida Local Comprehensive Emergency Management Plan Compliance Criteria

## **A. Purpose**

The CEMP establishes uniform policies and procedures consistent with the National Incident Management System (NIMS) to prepare for, respond to, recover from, and mitigate against natural, manmade, and technological disaster incidents that threaten our communities and citizens. Specific purposes are to:

1. Provide immediate relief from quality of life hardships imposed by a disaster. Paramount in these efforts is relief from physical suffering or injury.
2. Implement planning contingencies to minimize resource shortages resulting from disaster impacts.
3. Evaluate existing hazard mitigation plans for shortfalls in existing measures; update and refine mitigation plans based upon lessons learned.
4. Identify hazards and vulnerable populations so that sound preparedness measures can be implemented to minimize the effects of the emergency.
5. Provide a coordinated response to emergencies and disasters that will protect lives and property and expedite recovery activities.

## **B. Scope**

The scope of the Escambia County CEMP is to identify all planning initiatives associated with notification and warnings, preparation planning, response, and recovery actions, mitigation review and plan adjustment. Specifically, the plan:

1. Describes potential hazards and vulnerable populations affected by these hazards.
2. Identifies direction and control procedures and validates the use of the emergency operations center and emergency support function concepts during emergencies, wrapped up under a NIMS compliant Incident Command System (ICS).
3. Describes the response and recovery activities of public, private, and volunteer agencies during disaster incidents and identifies strategies for coordinated preparedness and mitigation planning.

## **C. Methodology of Plan Development**

An integral part of the planning process is teamwork. In 1989 the Public Safety Bureau established a multi-jurisdictional, multi-organizational Disaster Committee that meets regularly for training, planning and exercise activities. This committee consists of representatives from local agencies, departments, boards, associations, and organizations, (i.e., military, public, private for-profit and non-profit) which have direct involvement in disaster incidents affecting Escambia County.

Escambia County Ordinance Chapter 37 authorized the creation and maintenance of the CEMP. The Public Safety Bureau, working through the Division of Emergency Management, coordinates with each Disaster Committee member, the ESF support and lead agencies, and other EOC support staff, validate the CEMP informally on an on-going basis, but formally every four years, requiring a State review at those four year intervals. The CEMP is constantly being challenged through exercises and real disaster events and through practical experience, improved technology, enhanced operations, the CEMP is constantly evolving. Every Disaster Committee member has a responsibility to make sure the CEMP is updated, and through the four year update process, the plan is formally updated with the lessons learned and the enhancements in operations as identified by each of those committee members.

Rosters of meetings and other correspondence relating to the update of the CEMP are located at the Public Safety Bureau. Lead agencies of each ESF are responsible to develop and enhance their assigned ESF plans, procedures, and processes in cooperation with the support agencies. These plans, procedures, and processes support the main body of the CEMP in disaster operations.

Upon final approval by the Florida Division of Emergency Management, the Public Safety Bureau will provide a copy to every Disaster Committee representative. A distribution list of the CEMP will be maintained by the Public Safety Bureau and revised as necessary. Letters of support for the CEMP, if provided, will also be maintained at the Public Safety Bureau.

Revisions will be made to the CEMP as necessary and as required. Each revision will be dated and distributed to stakeholders of the plan.

## **II. SITUATION**

### **A. Hazard Risk Assessment Survey**

Due to its unique geographic setting, Escambia County is vulnerable to a wide range of hazards that threaten its communities, businesses and environment. To determine the hazards that pose the greatest threat, the Escambia County Local Mitigation Strategy Group prepared a Hazard Identification and Vulnerability Assessment in 2009. The major findings from this assessment have been incorporated by reference into this section of the CEMP. The assessment was developed utilizing historical data of disaster incidents that have occurred over the past 40 years, and specifically examines: 1) frequency of occurrence of the hazard; 2) vulnerability factors; and 3) vulnerability impact areas (population, property, environment, government operations). Consistent with the Florida Division of Emergency Management hazard and risk assessment, the

Escambia County assessment identified 19 hazards (natural, technological and manmade).

The Local Mitigation Strategy (LMS) Plan, conditionally approved September 17, 2010, by the Federal Emergency Management Agency, pending Board of County Commissioners' approval, identifies the potential impacts and consequences of the various hazards as required by FEMA in the LMS Plan. The LMS Plan and that data can be found on-line at <http://www.myescambia.com/Bureaus/DevelopmentServices/LocalMitigationStrategy.html>.

## B. Hazard Identification and Vulnerability Assessment

The following pages will present hazard identification, historical information, and general risk analysis for consideration.

### Hurricanes

Hurricane is believed to be derived from the Native American storm god, HURIKAN or UrCane, and with Florida coastline vulnerable to both to the Atlantic Ocean and the Gulf of Mexico, both origination points for tropical activity, you can understand why Florida experiences more hurricanes than any other part of the Country.

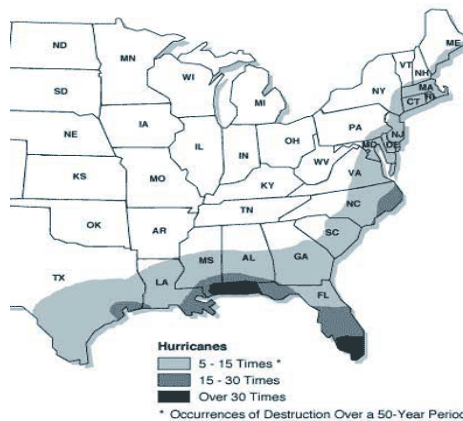


Figure 1

As figure 1 shows, the panhandle of Florida and South Florida have historically had more hurricane impacts than the rest of the southeastern portion of the United States. And as such, hurricanes are the most significant naturally occurring incidents to threaten our community. Hurricanes bring the potential for damaging winds, storm surge, and heavy rainfall causing flooding throughout the county. Pensacola and Escambia County statistically get a direct hit from at least a tropical storm, which passes within 60 miles, every 2.96 years. or a direct hit, (passes within 40 miles) to include small hurricanes

once every 8.18 years. (Hurricanecity.com). That translates into a **very high risk** for every citizen in Escambia County and all of its jurisdictions.

Tropical Storms and Hurricanes are categorized using the Saffir-Simpson Scale, which ranks storms based upon their sustained wind speeds as follows:

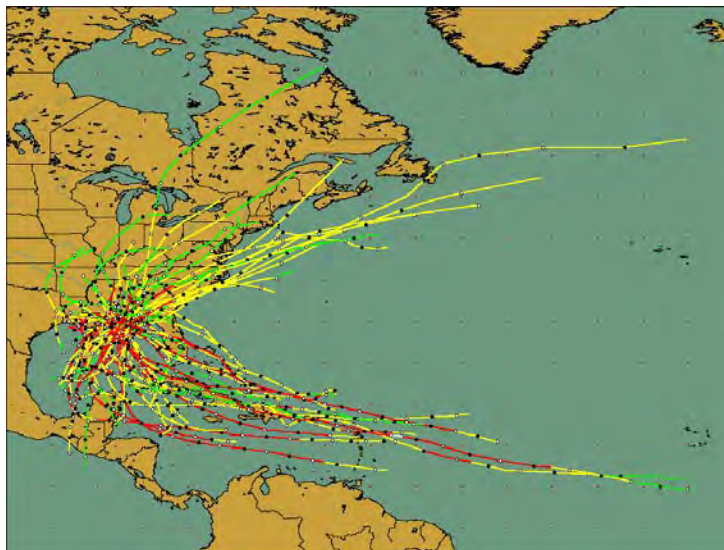
Saffir-Simpson Scale

Category	Wind Speeds
Tropical Storm	39-73 mph
Category 1	74-95 mph
Category 2	96-110 mph
Category 3	111-130 mph
Category 4	131-155 mph
Category 5	155+ mph

There has been a long history of tropical storm and hurricane impacts in Escambia County that are recorded as far back as 1559 when the Spanish tried to make its first settlement here in Pensacola.

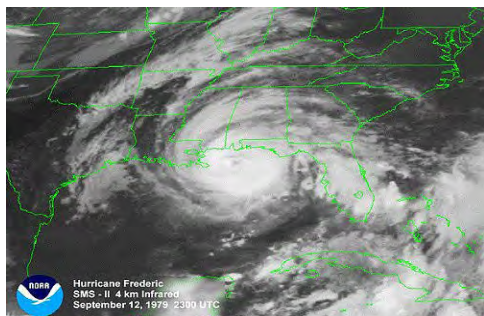
## A History of Hurricanes in the Western Florida Panhandle 1559-1999

Compiled by Richard G. Henning, Staff Meteorologist, 46th Weather Squadron, Eglin AFB, FL



This summary of hurricanes and tropical storms that have impacted the Panhandle focuses mainly on the area near Eglin AFB (coastal Okaloosa, Santa Rosa, and Walton Counties). It includes some storms for which the eye did not actually make landfall in this immediate area, but the local effects were significant. It also includes many storms, which had a greater impact on Pensacola or the Panama City/Big Bend region than on the immediate Ft. Walton Beach area. It uses tracks and historical records compiled by Chris Landsea and others at NOAA maintained at the Unisys Hurricane Archive at Purdue University, as well as records maintained at Eglin AFB, and the National Hurricane Center. Finally, it also was derived from accounts listed in *Hurricane Effects: Choctawhatchee Bay Area*, produced in 1972 by Brent Walker, Staff Meteorologist, ADTC (now the Air Armament Center) Eglin AFB, *Florida Hurricanes and Tropical Storms*, by John M. Williams, and Iver W. Duedall, 1997, published by the University Press of Florida, and *Hurricanes of the Mississippi Gulf Coast, 1717 to Present*, by Charles L. Sullivan, 1987, published by Gulf Publishing Co. Special thanks also to Mr. Edward Keppel, Staff Meteorologist, 46th Weather Squadron and to Gary Padgett, hurricane historian "extraordinaire" for their inputs and review.

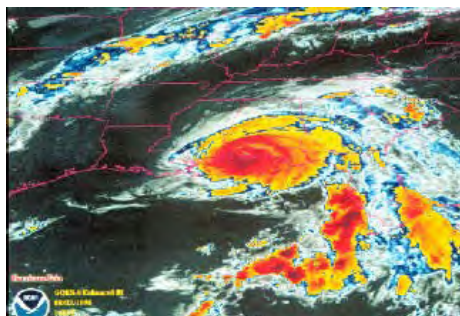
## Recent History of Hurricanes



1979-Frederic brushed by Pensacola and Escambia County making landfall in Pascagoula, Mississippi, but not without impacting Perdido Key with a 10-15 foot storm surge and heavy winds. This is the storm that resulted in the beginning of Escambia County's repetitive loss property list under the NFIP, with numerous properties sustaining flood damage.



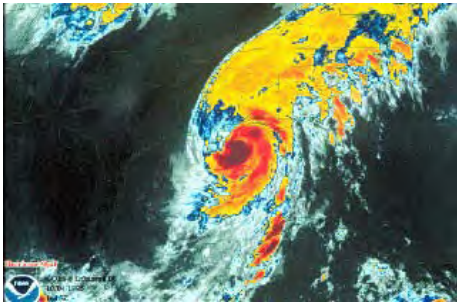
August 1992-Hurricane Andrew-Though the storm spared Escambia County; it did pass by our coastline destroying the Pensacola Pier with rough surf and high waves.



August 3, 1995-Hurricane Erin brought 85 mph winds. Erin came ashore east of Pensacola as a Category 2 storm. This storm caused damage to homes and businesses throughout the County and City of Pensacola, with the most significant damage on Pensacola Beach and Perdido Key with homes severely damaged and roads covered in sand as if a winter blizzard hit the beach. This storm produced a lot of debris not only with the sand covered roads on Pensacola Beach, but also with hundreds of downed trees all over the county. In addition, debris from damaged homes and business contributed to the debris



collected after this storm. Over 600 structures in the City sustained some type of minor damage from Hurricane Erin. Major damage was sustained by 88 structures: 63 single-family dwellings; 11 commercial structures; 10 apartment units, and 4 government buildings. Toppled trees damaged single-family structures, while the damage to the commercial structures and governmental buildings was primarily caused by high winds. All total, approximately 593 single family dwelling structures sustained some type of damage from Hurricane Erin, or almost exactly 2.9% of the City's approximately 20,000 single-family structures.

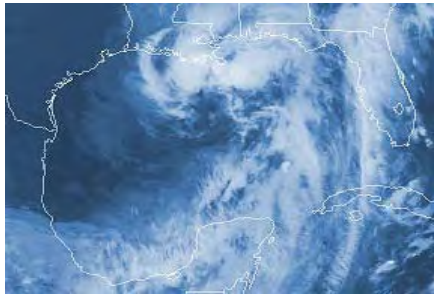


September 30, 1995-Hurricane Opal, the 22nd costliest storm to date (*THE DEADLIEST, COSTLIEST, AND MOST INTENSE UNITED STATES TROPICAL CYCLONES FROM 1851 TO 2006 (AND OTHER FREQUENTLY REQUESTED HURRICANE FACTS)* by Eric S. Blake, Edward N. Rappaport, and Christopher W. Landsea NOAA/NWS/NCEP/TPC/National Hurricane Center Miami, Florida. Updated 15 April 2007 for return period information), struck Pensacola in the aftermath of Erin. This storm came ashore as a Category 3 with 125 mph winds. Inland portions of the County saw anywhere between 6" and 15.45" of rain causing severe inland flooding and forcing the Escambia and Perdido rivers out of their banks. Structures located on barrier islands and along area bays and bayous generally receive the highest relative percentage of damage from high winds and tidal surges. Coming ashore east of the City of Pensacola, Hurricane Opal devastated the coastal barrier islands of Escambia, Santa Rosa, Okaloosa, Walton and Bay counties. Damages from Hurricane Opal were mainly the result of tidal surges, ranging from six feet in Pensacola to twenty feet in shoreline communities east of Pensacola. Over 1,000 structures sustained damage on Pensacola Beach during Hurricane Opal. This storm was estimated to be a 12-year rainfall storm event.

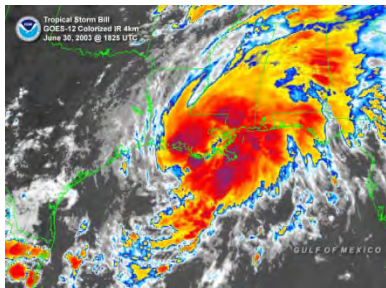


September 27, 1998-Hurricane Georges made a big impact on Escambia County. The storm came ashore as a Category 2. This storm dropped 24.24 inches in the area as recorded at Eglin AFB with storm surge approximately 5-10'. Georges compounded the damage done to Pensacola Beach by Opal. Perdido Key also got hit hard with storm surge and heavy rainfall. It was reported that Flor-Bama Lounge had over 2" of water still in the building 2-3 days following the storm. Rivers caused severe flooding in the northern

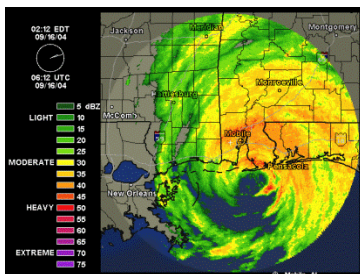
sections of the county as well, with the rivers cresting almost a week after the storm had past. Hurricane George could be considered a 100-year rainfall event.



2002 Tropical Storm Isadore had minimal impact on Escambia County, except for the areas of Perdido and Pensacola Beach. The storm surge and wave action devastated what was left of the Pensacola Beach dune/berm from Opal and George impacts. The wave action broke through the berm in several places allowing the surge and waves to almost cross the island in a few places. Perdido Key also took a hit on the beach, but their dune/berms were able to hold off the effects of the heavy wave action. It was noted, that Isadore, just a tropical storm, brought in a storm surge that usually comes with a category 2 hurricane. The surge and waves completely cut off Ft. Pickens Road and destroyed sections of Highway 399 to Navarre Beach. The remainder of the County received minimal damages, with road flooding and minor debris as the main nuisance.

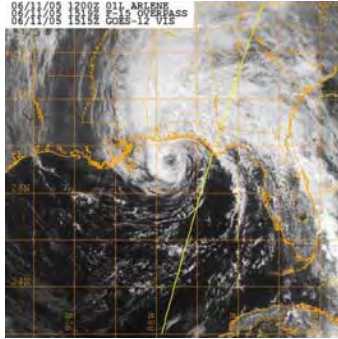


June/July 2003-Tropical Storm Bill brushed by Escambia County to the west. It was a minimal tropical storm that caused no damage to the area, other than the rainfall of approximately 8” pushing the drainage system to its maximum. There was no significant wind issue with this event, but Bill set up the County for some potential flooding problems to be discussed under the flooding hazard.

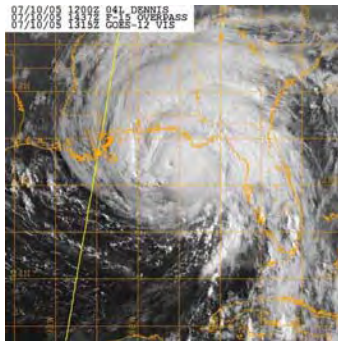


September 16, 2004-Hurricane Ivan made landfall just west of Gulf Shores, Alabama as a Category 3 hurricane, putting Escambia County in the worst part of the storm. In general, rainfall amounts were 3-7”, with one extreme report of 15.75” at WEAR TV. Storm surge was estimated to be between 10-15’ plus wave action in many areas. This

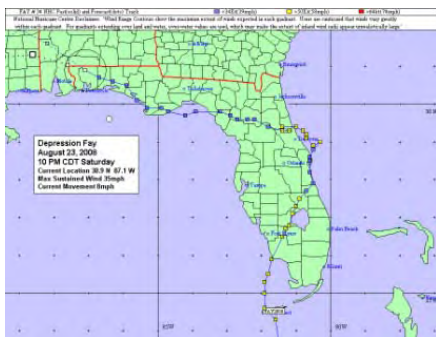
storm caused significant damage to the community, most severely in the Category 3 storm surge area with homes being completely stripped from their foundations. The I-10 Bridge over Escambia Bay between Santa Rosa and Escambia County had numerous sections removed as a result of the storm surge.



On June 11, 2005 Tropical Storm Alrene made landfall just west of Pensacola dropping approximately 3-4” inches of rain with approximately 60 mph winds, causing little damage.



On July 10, 2005, Hurricane Dennis made landfall on Santa Rosa Island, between Navarre Beach and Gulf Breeze as a Category 3 storm. Dennis brought 6-7’ storm surge and produced approximately 3-5” of rainfall. The storm caused moderate damage to the community.



On August 23, 2008 Tropical Storm Fay weekend into a tropical depression as it came across Escambia County. Though several other locations in the State received in excess of 20” of rain, Escambia was spared with no impacts from this event.



On August 31, 2008 Hurricane Gustav brushed by Escambia County on its way to Louisiana. Though no significant rainfall was produced, storm surge from 3-5' did impact our coastal areas and caused a few condominiums to flood on Pensacola Beach. Winds were slightly gusty, but no significant wind damage to report. However, the beaches were severely impacted by heavy wave action on top of the surge causing approximately \$11.75 million in beach erosion damage. Otherwise, impacts were minimal.



On September 11, 2008, Hurricane Ike, a Category 2 storm at landfall, passed by Escambia County with less impact than Gustav, producing little to no rainfall, less gusty winds, but still about 3-5' of storm surge, causing the same homes to be flooded as were flooded in Gustav, and an additional \$9.375 million in beach erosion damages. Otherwise, impacts from this event were also minimal.

Because of the potential size and far reaching damage capability of hurricanes, creating a hazard map for hurricanes in general would be impractical. However, some of the hazards that are associated with hurricanes have been mapped. Inland flooding and storm surge are two of the more significant results of tropical events, but wind is also a byproduct of tropical events that cannot be ignored. There is scientific data and studies that have created both flood and storm surge risk maps that identify those geographic areas most at risk for those two impacts. Appendix S contains these maps for reference.

Wind is also a hazard created by hurricanes and the one first risk most people immediately associate with hurricanes. Each of our jurisdictions is vulnerable to tropical incidents and the hazards they bring. For a small tropical event with minimal winds, certainly the coast and the inland areas a short distance from the coast will be most vulnerable to wind. These areas would be the City of Pensacola, Santa Rosa Island Authority, and the coastal areas of Unincorporated Escambia County, which includes Perdido Key. The Town of Century, being an hour inland, would experience much less of a wind impact from a small event as the storm moves inland and

looses strength. However, with a very large Category 3, 4 & 5 storm, Century now becomes very involved and concerned with the impacts from wind.

It is difficult to design a wind hazard map that is practical and useful in predicting risk with so many varying conditions of a storm. However, to achieve some consistency in the information provided to our community and to minimize confusion, the LMS has decided to map the wind hazards by utilizing the Florida Building Code Wind Zones already used by our community. The CEMP is incorporating that map and is provided in Appendix S for reference.

Our building code identifies different wind zones within our county. The code demonstrates that the closer you live to the coast, the higher the building wind resistance requirements are, and the further inland you go, the lower those wind resistance requirements are. Escambia has designed a wind load building code map that identifies various wind zones for building wind load requirements from 140 mph zones on the coast to 120 mph where the Town of Century is located. The City of Pensacola and barrier islands all fall within the 140 mph zones. And all areas fall within the impact protection requirements.

This Building Code map tries to incorporate the concept that a storm will weaken as it moves inland, as well as indirectly, and maybe inadvertently characterizing the wind risk for the County. And as such, the LMS decided to minimize potential confusion by incorporating this map for our wind zone hazard map.

## **Flooding**



Flooding is always a concern in Florida. Florida is basically one big sand bar surrounded on three sides by the Atlantic Ocean and Gulf of Mexico. Not only do we have to be concerned about coastal flooding and storm surge, but we must remember that a significant amount of our real estate lies inland from the coast and is very susceptible to inland flooding. Not only does the potential for inland, coastal, and storm surge flooding exist due to hurricanes and tropical storms, but inland and coastal flooding can occur just from the severe and numerous thunderstorms we experience from the spring through the fall months each year. In the spring, warm troughs push back the cold weather to the north, gathering fuel from the moisture of the gulf causing severe thunder storms and heavy rain, progressing to the summer months that produce quick blasts of rain generated from the heat of the summer day evaporating moisture into the air, into the fall months where the cold weather now pushes back the warm weather, again, using the Gulf to gather fuel for yet more strong storms and heavy

rain. Because of the potential for flooding to occur most of the year, and the potential severity of the flooding, the **risk of flooding** to Escambia County and its jurisdictions **remains high**.

## **Recent History of Flooding**

1979-Hurricane Frederic, as previously mentioned, took a toll on Pensacola. The storm surge was 5-10' and was ultimately the very event that initiated the County's repetitive loss property database.

Spring of 1998-The El Niño event caused a several month period with severe rainfall incidents causing heavy inland flooding damages. The damaged caused by this event was enough to receive a Presidential Declaration for Escambia County, its jurisdictions, and numerous other Florida Counties.

September 1998-Hurricane George dropped up to 24" of rain in the inland portions of the county causing severe damages from flooding, leaving hundreds of people isolated and stranded in and from their homes.

2002 T.S. Isadore really exemplified the effects of storm surge and wave action from a tropical event. The bays in and around the County rose high enough to impact all the bayous and those surrounding homes. Several homes became isolated. Ft. Pickens Road was closed and ultimately damaged by the storm surge, and the beach dunes took a heavy toll on Pensacola Beach.

June/July 2003-Tropical Storm Bill initiated a treacherous month of flooding in July. T.S. Bill dropped a modest 8" of rain in the county. The drainage systems barely contained all the rain. There was standing water throughout the county, some roads were covered in water, however, once Bill moved on, the drainage system ultimately held and contained. Bill did set the stage for a really wet and troublesome July. July produced severe and heavy rainfall, literally daily, in some cases 3-3 1/2" per hour. The severe rainfall came in water packed cells that moved through the County quickly. The southwest portion of the county, heavily developed in the last few years' right next to a swamp, took the rainfall amount pretty hard. Many people had close calls, almost daily, with standing water everywhere, surrounding homes, covering driveways. A few homes did get a little water in their garages and even fewer in their homes. But the rainfall threatened all parts of the county to include the central and northern parts in and around Cantonment and the Town of Century. There were many close calls, but few actual situations that caused damages. SRIA had a problem with some condominiums because of a poorly maintained outfall pipe on a private pond, and the City of Pensacola skated through with only minor street flooding. But the month of July this year, really tested the designed systems of the County and neighborhood drainage systems and holding ponds.

September 11, 2004 Hurricane Ivan brought significant storm surge and wave action with some areas seeing upwards of 15' of storm surge with wave action on top of that. Ivan decimated Grand Lagoon and Navy Point neighborhoods, with several other areas significantly impacted

as well. The City of Pensacola took a serious blow to their business and industrial districts, with City Hall being shut down for almost two years. Rainfall and inland flooding was not an issue with Ivan.

On August 31, Hurricane Gustav brushed by Escambia County on its way to Louisiana. Though no significant rainfall was produced, storm surge from 3-5' did impact our coastal areas and cause a few condominiums to flood on Pensacola Beach. Winds were slightly gusty, but no significant gusts reports. However, the beaches were severely impacted by heavy wave action on top of the surge causing approximately \$11.75 million in beach erosion damage. Otherwise, impacts were minimal through the rest of the County and jurisdictions.

On September 11, 2008, Hurricane Ike, a Category 2 storm at landfall, passed by Escambia County with less impact than Gustav, producing little to no rainfall, less gusty winds, but still about 3-5' of storm surge, causing the same homes to be flooded as were flooded in Gustav, and an additional \$9.375 million in beach erosion damages. Otherwise, impacts from this event were minimal.

Overall, the City of Pensacola has only a small threat from inland flooding as indicated by the FIRM's, but the impact of storm surge would be much more devastating. Category 5 storm surge would impact most of the downtown area to include Federal, State, and Local Government operations and offices, many small and large businesses that are located downtown, and a small population of residential homes and apartments.

The Town of Century also has very little flood zones as identified by the FIRM's, and being so far inland, storm surge would have almost no impact on the town.

Santa Rosa Island Authority would be significantly impacted by both rainfall flooding and storm surge. The entire island is in the 100 year flood zone and most of the island is in a Category 5 storm surge zone.

Unincorporated Escambia County is quite diverse in its risk, when reviewing flood hazards. The southwestern portion of the mainland is mostly a flood zone due to the numerous bayous and swamp in that portion of the County, which has the potential to damage a large number of homes and businesses in that area. Riverine and closed basin flooding would affect the northern and central portions of the County with the Escambia and Perdido Rivers having the biggest potential impact. These two main rivers can be heavily impacted not only by rains that fall in our county, but from rainfall in the state and counties to the north of us that share our watershed. Potential flooding conditions could occur days or even weeks after an event that actually happened to the north of us in Alabama.

Perdido Key is very similar to Pensacola Beach with almost the entire island in the flood zone, and just about the entire island being in a Category 4 storm surge zone. The Flood and Storm Surge maps can be found in Appendix S for reference.

## **Hazardous Materials:**



Escambia County is at risk from a variety of hazardous materials incidents. These incidents can occur at either fixed facilities in the County or from the transportation of hazardous material through the County. There are more transportation accidents involving hazardous materials in Escambia County than those that occur at fixed facilities. These transportation accidents can occur on roadways, railways, waterways, air and pipelines.

### **Recent History of Hazmat Incidents:**

1979-Historically, the only real hazardous materials event that has impacted Escambia County was on the railway from a tanker rail car that was in an accident and derailed, leaking Anhydrous Ammonia and causing a few fatalities. Fortunately, no other incidents have occurred in Escambia County or in any of its municipalities.

The Code of Federal Regulations (CFR), 40 CFR 302, establishes the list of extremely hazardous substances, threshold planning quantities, and facility notification responsibilities necessary for the development and implementation of State and local emergency response plans.

Facilities storing, using, or transporting hazardous materials with certain characteristics, and specific quantities as listed in 40 CFR 302, that may be of critical risk to safety, health and life of a community, must report that information to the local, state, and Federal government so as to assist in identifying those materials and where they are located, so the risk can be assessed and planned for by the community. This CFR section is where the term “302 facility” originated and was coined.

Currently there are approximately 90 “302” facilities in Escambia County. SRIA has two (2), The National Seashore on Santa Rosa Island has one (1), the Town of Century has four (4), the City of Pensacola has approximately fifteen (15), and the unincorporated county has the approximate remaining sixty-eight (68) “302” facilities. Solutia, the world’s largest manufacturer of Nylon, and Cyrex Advance, are two companies both located in the central east portion of the County and are the largest 302 facilities.



The County uses *CAMEO FM*, a system of software applications used widely to plan for and respond to chemical emergencies. The CAMEO program identifies each facility and creates a worst-case scenario vulnerable zone (VZ) around that facility to help in the planning process to understand all the areas that could potentially be impacted by a chemical release or accident. In an effort to define the hazard areas for our “302” hazards, we use the output of “worst-case scenarios” from the *CAMEO FM* Program. When you show all the worst-case VZ’s for all the “302” facilities in the County, all of the heavily populated areas are at risk from at least one of the “302” facilities. Only the very rural areas in the northern portions of the County, along with Perdido beaches stand to be minimally impacted.

The threat of future incidents involving hazardous materials is ever increasing not only from our own county’s growth and increasing demand for hazardous products, but also from the threats abroad post 9/11/01. Also having an extensive transportation system that runs through Escambia County, hazardous materials are constantly traveling through our community in the immediate proximity of our citizens, their homes, and local business. Transportation of hazardous materials via highways, airport, railways, waterways, or pipelines put our citizens in a position where we constantly live within vulnerable areas of hazardous materials. The community must remain vigilant in our effort to be prepared to protect ourselves against and respond to those daily hazards. Although, the **probability and risk** of a hazardous material event happening in the future certainly exists, the overall risk **remains low** due to stringent industry regulation and scrutiny of such facilities and transports. A map of the “302” facilities and their hazardous VZ’s is shown in Appendix S.

Each transportation risk associated with hazardous materials will be discussed individually below:

## **Roadways**

There are four major roadways in Escambia County that transport significant quantities of hazardous materials:

### **U.S. 98**

U.S. 98 is located near the coastline and travels through extensive urban areas in Escambia County, and is used heavily by tourists in the summer. U.S. 98 crosses extensive wetland areas, as well as bays and bayous, making the potential environmental threat high in Escambia County.

### **Interstate 10**

I-10 is a divided four/six lane highway that travels East to West across Escambia County and the Panhandle of Florida. The highway passes through significant urban areas in Escambia County, as well as numerous wetland, river and bay crossings. The threat to population and the environment are high in the event of an accident.

## **U.S. 90**

U.S. 90 and U.S. ALT 90 carry high volumes of traffic in Escambia County, and also serve as the main access routes for chemical plants in northern Escambia County. There are also large numbers of businesses and residences located along these roadways. The threat to population and the environment are extremely high.

## **U.S. 29**

U.S. 29 travels the whole length of Escambia County in a North-South direction. Due to the high population and high traffic volumes, the risk to population is moderate to high, especially near the southern portions of the roadway. Environmental threat is moderate to high because of the potential impact to the aquifer recharge areas.

## **Railways**

Two major railways are located in Escambia County serving industries and ports: Burlington Northern Railway and CSX Transportation. The Burlington Northern runs from Atmore, Alabama to the Port of Pensacola. The railway runs parallel to roadways in Escambia County and through highly populated areas in Pensacola, Ensley and Cantonment.

CSX Transportation railway runs from Century due South to Escambia Bay and then turns East all the way to Tallahassee. The rail parallels Highway 90 and passes through communities in and around Highway 90. Gasoline and molten Sulfur are the main hazardous materials transported on these railways. Risk of environmental impact is high because of the many waterway and wetland crossings.

1995, 1998, and 2001 have seen derailments in the County. None of them involved any hazardous materials or loss of life.

The City of Pensacola had an engine jump the tracks in 2010, but the Town of Century has had no recent railway incidents. The potential for an accident to occur in the future remains, though **the risk continues to be low** due to stringent regulation and fortified transports.

## **Waterways**

Escambia County contains eleven port facilities that handle hazardous materials, as well as the Intercoastal Waterway, which leads to various other port facilities along the Gulf Coast. Both the City of Pensacola and the County have a geographical risk to waterway accidents as they are located along the coast of the Gulf of Mexico.

Even though Escambia County and the City of Pensacola have had no waterway hazardous material accidents occur in their jurisdictions, barge accidents have occurred in collisions with bridges and other boat traffic in neighboring jurisdictions. Packing, loading/unloading also presents a hazardous materials risk at the Port in Pensacola.

The **potential risk** to either the City of Pensacola or the County remains **very low**. The Town of Century has ultimately no risk from waterway hazards as they are far North in the county and have no waterway boundaries.

## **Pipelines**

Escambia County contains numerous high-pressure natural gas lines owned by Koch Gateway Pipeline Co., Florida Gas Transmission, Five Flags Pipeline Co. and Okaloosa Gas. Substantial fire and explosions could occur due to accidental damage to lines by unauthorized excavation. Exxon Pipeline Co. has a 16" crude oil pipeline in the northern portion of the County; the line is used for pumping crude and processed oil from Escambia and Santa Rosa Counties oil fields.

In 2001, a high volume natural gas line ruptured and exploded near a local car dealership with flames engulfing a large truck, damaging several cars at the dealership, and closing a major road in Escambia temporarily.

The City of Pensacola has no major pipeline running through the City or along the beaches of Perdido Key and Pensacola Beach. The pipelines run mainly along highway 29 in the central and northern parts of the County, and in and around Century.

Though accidents can and do happen, most of the pipelines are underground and away from potential environmental and human impacts. The **risk** of such accidents remains **relatively low** for all of our jurisdictions.

## **Airports/Aircraft**

Escambia County is home to the Gulf Coast Regional Airport, one large military airport and 4 minor airports. With strict guidelines and regulations, airport and aircraft accidents are and have been kept to minimum.

In 1979, "Donna" a National Airline 727 crashed in the Pensacola Bay right off the shore from Pensacola and Escambia County causing several deaths.

July 11, 1996, a USAF F-16 evacuating from its northern home base to NAS, crashed at the intersection of Schwab and Caswell Court, hit a home, and killed a little boy and injured five others.

In 1997, one person died when an engine blew apart on the runway at Pensacola regional Airport.

In 2003, a home-built light aircraft lost power and crashed into some high voltage power lines and killed the pilot.

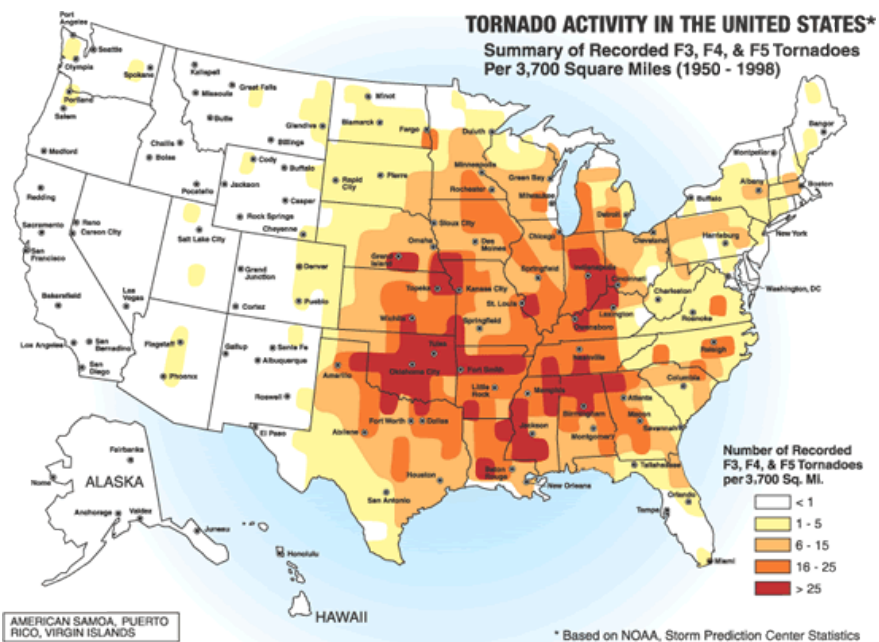
In 2004, a small Bonanza plane ran out of gas and crashed in the Cantonment area killing the only person on board.

The Pensacola Regional Airport is located in the northeast part of the City. The naval airbase is in the southwest portion of the County, with a couple of smaller airfields military and private in other county locations.

With flight paths taking planes directly over the populated centers of the City and County, the amount of air traffic and limited number of large airliners coming into the Pensacola regional Airport keep the **risk** of an accident to the **moderate level**.

Pensacola Naval Air Station also has a lot of air traffic, flying in and out of the base every day. As the home of the Blue Angels, the naval base brings in many high-powered military jets and support planes. Most of the flight paths are over the unincorporated County areas, the City of Pensacola, Santa Rosa Island Authority, and the Town of Century do experience some these military vehicles flying in their air space overhead. Because of the minimal margin for error in flying the military's technologically advanced aircraft, and the more dangerous portion of any flight in taking off and landing, the risk from a military aircraft accident is considered **moderate**.

## Tornados/Waterspouts

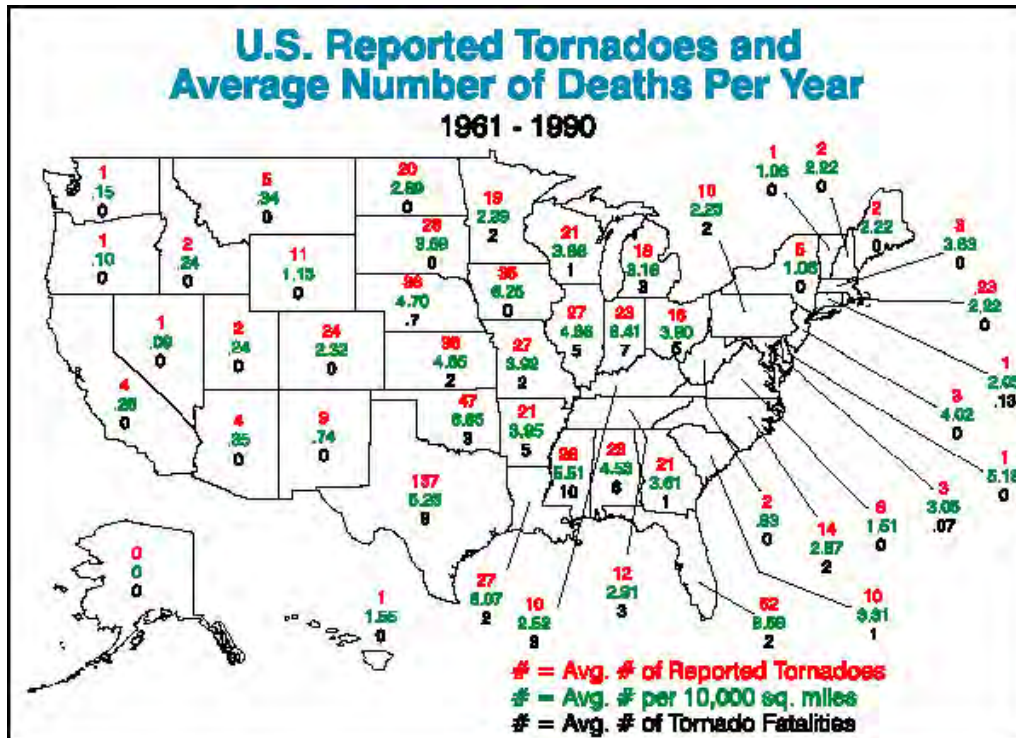


(source: [http://www.fema.gov/plan/prevent/saferoom/tsfs02\\_torn\\_activity.shtm](http://www.fema.gov/plan/prevent/saferoom/tsfs02_torn_activity.shtm))

Figure 2

Florida ranks third in the U.S. for the total number of tornadoes (The Tornado Project 7/27/10, Vermont-  
<http://www.tornadoproject.com/toptens/topten1.htm>) Most tornados in this area are of short duration, usually one to three minutes, and have narrower paths than tornados found elsewhere. The damage caused by a tornado increases if the tornado touches down in a highly populated and developed area. Actual damage in the County in recent years has been minimal.

Figure 3 below identifies the impacts of tornadoes as it relates to people lives.



(source: <http://www.nssl.noaa.gov/edu/safety/tornadoguide.html>)

Figure 3

Like hurricanes, tornados are classified by their wind speed and destructiveness. The Fujita Scale (FS) was updated in February of 2007 to the Enhanced F Scale. The next page shows a comparison of the older FS and the new Enhanced FS:

FUJITA SCALE			DERIVED EF SCALE		OPERATIONAL EF SCALE	
F Number	Fastest 1/4-mile (mph)	3 Second Gust (mph)	EF Number	3 Second Gust (mph)	EF Number	3 Second Gust (mph)
0	40-72	45-78	0	65-85	<b>0</b>	<b>65-85</b>
1	73-112	79-117	1	86-109	<b>1</b>	<b>86-110</b>
2	113-157	118-161	2	110-137	<b>2</b>	<b>111-135</b>
3	158-207	162-209	3	138-167	<b>3</b>	<b>136-165</b>
4	208-260	210-261	4	168-199	<b>4</b>	<b>166-200</b>
5	261-318	262-317	5	200-234	<b>5</b>	<b>Over 200</b>

Source: <http://www.spc.noaa.gov/faq/tornado/ef-scale.html>

Though the intensity phrase is fairly layman in terms, the meaning is quite matter of fact. Historically, Escambia County has only had a few F3's, with most tornados we experience typically being F0 and F1. Most of the time, tornados come and go so quickly; they are not even categorized, as there is not enough evidence or eyewitnesses to support a determination. Since 1950, there have been eighty-three (83) reported tornados, and that number is most certainly under-reported. Many tornados occur out in the rural areas of the County where no development or people even live, leaving potentially many tornados unreported. But nevertheless, tornados are very destructive in nature, appear with little or no warning, and can be spawned from severe thunderstorms or hurricanes.

### Recent History of Tornados

October 2001, the Central and Southern portions of the county had several tornados touchdown in a severe thunderstorm. One of the tornados nearly pulled the roof off of one home, a shed was pushed into a homeowners' swimming pool, and debris was flown everywhere, even breaking a brick wall.

In 2002, a spring thunderstorm created a tornado in the central portion of the county, which destroyed a barn and moved a mobile home off its block foundation.



2003-This picture is of a waterspout right off Pensacola Beach. No damage was reported, and the funnel disappeared as quickly as it appeared.

October 18, 2007 there was an EF1 tornado that went through the downtown Pensacola area causing minor damage to a few structures.

February 17, 2008, there was an EF1 tornado in the Molino area causing damage to numerous homes and businesses.

Because of the randomness and unpredictability of tornados, the entire population of Escambia County and all of its jurisdictions are vulnerable to damage from tornados. The risks are minimal to the individual as tornados usually affect a small number of people and are very short lived, but the risks are real and should be recognized.

Since there are no geographical influences that increase the potential for tornados to strike one part of the County, or its municipalities, more than another, no hazard vulnerability map has been created for tornados. **We have determined that the risk differential between the County and its municipalities would be near zero and all are jurisdictions are at near equal risk for tornados.**

## Freezes

Escambia County typically has severe freezing temperatures in short duration every year with long term hard freezing weather occurring every few years. As a result of freezing temperatures, Escambia County can expect to experience crop damage, icing on roadways, ruptured pipes, as well as, the increased threat to the lives of the homeless and elderly. The threat and risk from freezing temperatures increases the further north you travel in the County and the farther away you move from the coastal areas. As the Town of Century resides at the northern-most area of our County, The Town is most vulnerable to freezing temperatures than any other jurisdiction of the County. The Gulf breezes tend to influence temperatures enough to maintain milder temperatures and keep them from reaching freezing levels in the southern coastal areas of the County, to include the City of Pensacola. Some probabilities are represented in the following graphics: (source: [http://www.srh.noaa.gov/mfl/?n=about\\_cold](http://www.srh.noaa.gov/mfl/?n=about_cold))

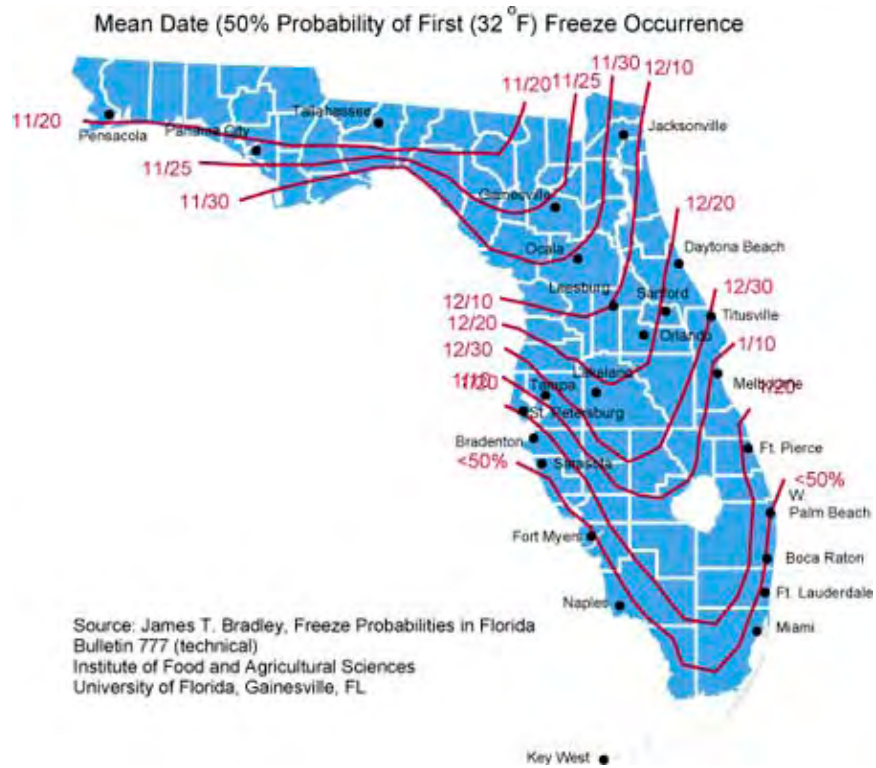


Figure 4

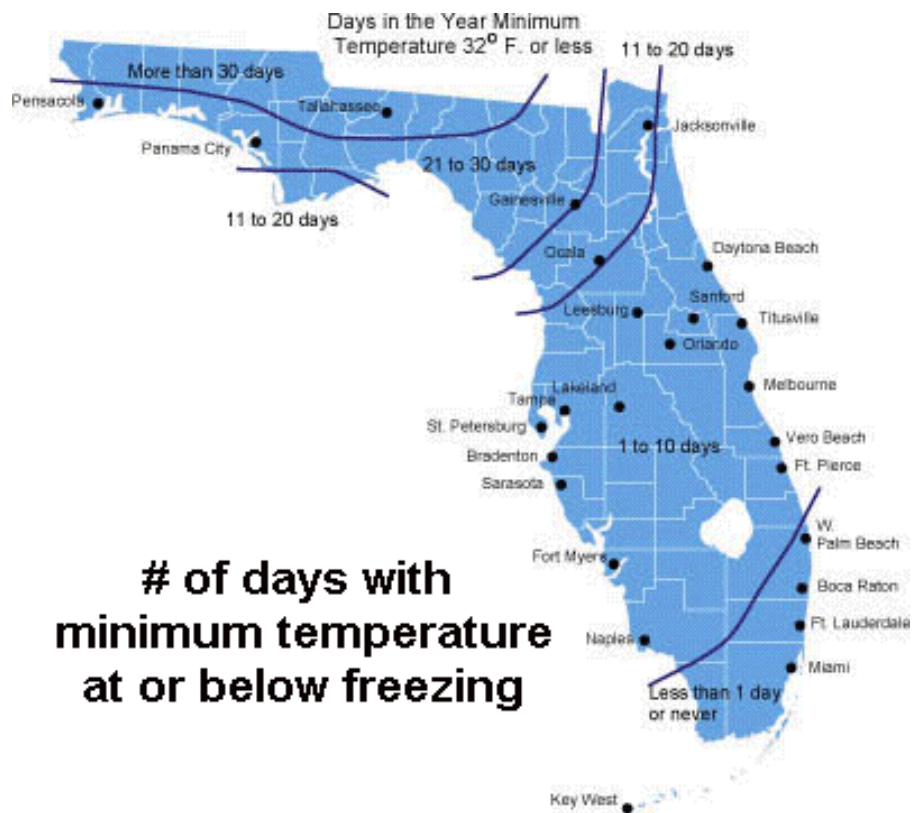


Figure 5



## Recent History of Freezing

In 1993, “Storm of the Century,” the Town of Century received two inches of snow on the ground with some roads icing over causing minor inconveniences for its residents. Two inches of snow may be a dusting in New England, but in Florida, where are you going to find a snowplow to clear the roads?

2010 proved to be a cold winter with a stretch of approximately 10 days with temperatures staying at or below freezing every night, with the day time temperatures barely reaching above freezing. February 12 provided a report of some snowfall in the Walnut Hill and Ensley areas, along with a bigger day on February 14<sup>th</sup> providing snow flurries through most of the County, with accumulations of up to a ½ an inch in the northern part of the County. (Source: [http://www.srh.noaa.gov/news/display\\_cmsstory.php?wfo=mob&storyid=48262&source=0](http://www.srh.noaa.gov/news/display_cmsstory.php?wfo=mob&storyid=48262&source=0) and [http://en.wikipedia.org/wiki/List\\_of\\_snow\\_incidents\\_in\\_Florida](http://en.wikipedia.org/wiki/List_of_snow_incidents_in_Florida))

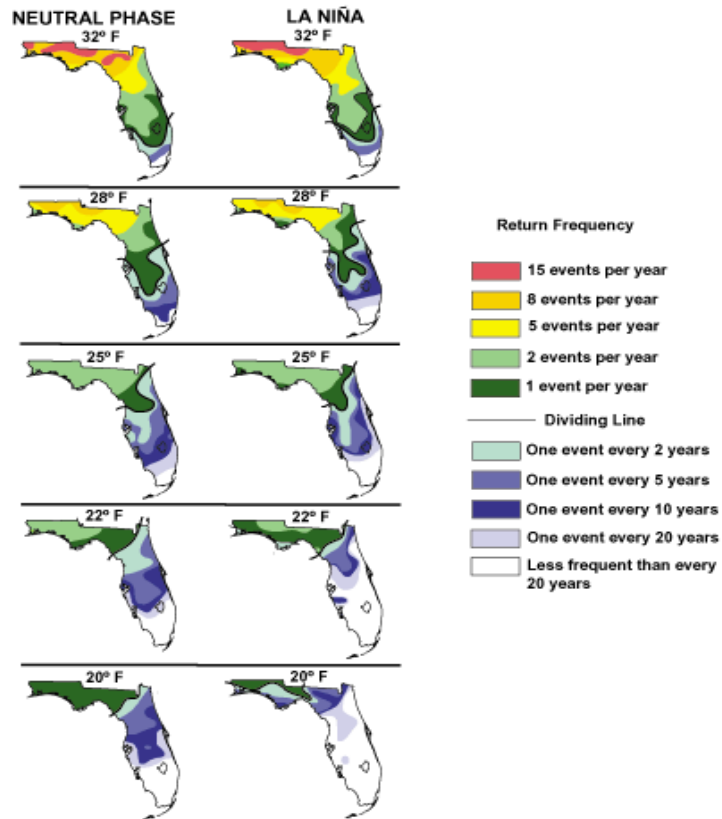
Though the potential for freezing temperature to infiltrate into the County is fairly moderate, the risks of a problem with relation to health and life safety are very low. Again, the northern areas of the County, where the population centers are not located, will most likely be impacted with freezing temperatures during the winter months.

In doing some research on the NOAA website with respect to historical weather maps, the Local Mitigation Strategy (LMS) concluded that designating a line from Barrineau Park down to the top of Mackey Bay, created a defining geographical line where everything above that line seemed to have a more consistent risk of freezing temperatures during the winter months, and that to the south of this line, temperatures kept above freezing on a more consistent basis. Certainly, this determination and defined area is based upon observation, to include information from Figures 4, 5, & 6, along with opinions from the Weather Service Bureau staff in Mobile. But an assumption was made from this observation that Perdido Bay and Pensacola Bay were the influencing factors keeping temperatures milder at that designated line.

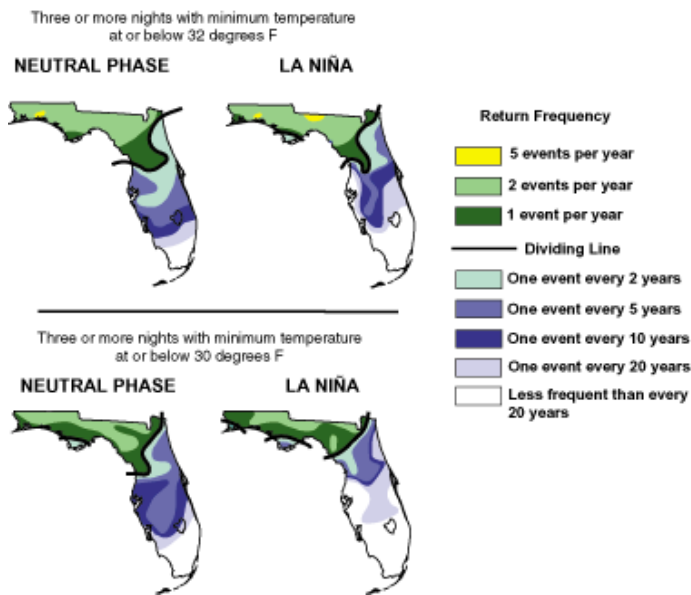
However, in reporting cold weather and freeze warnings, the Weather Service typically utilizes a more recognizable geographic reference to delineate their freeze warnings, referencing Interstate 10 as that recognizable geographic line for public weather reports and warnings.

To promote consistency, the LMS utilized that philosophy and information to derive the LMS hazard vulnerability zone for freezing temperatures. This typically means the beaches, Santa Rosa Island Authority, the City and southern portions of the County tend to escape the hard freezing south of I-10, and north of I-10, the northern part of the County and the Town of Century can and typically do experience a hard freeze maybe once a year. The freezing hazard map was removed during the 2009 LMS Plan update process. A determination was made that the map would serve no real purpose, other than to show the County divided at I-10.

**Return Frequency of Events With  
Minimum Temperatures at or Below the Following Thresholds**



**Return Frequency of Extended Freeze Events**



**Figure 6**

Source: Florida Climate Center, Office of State Climatologist, Florida State University

## Structural Fires

In 2009, Escambia County responded to 263 commercial structure fires, 619 residential structure fires, and 252 brush fires, serving a community of approximately 242,000 residents in Escambia County, Pensacola Beach, and the Town of Century (source: Escambia County Fire-Rescue). Unincorporated Escambia County has a diverse distribution of densities throughout the county creating a diverse risk for structural fires. Along the beaches of Perdido Key and the southwestern areas of the County, many high-rise condominiums, single-family neighborhoods, and apartments have structures built close together. This increases the risk that one structure fire may spread or impact other structures or apartment and condominium units. Whereas, in the central and northern areas of the County, you find less dense living with more single-family homes on larger areas of land. This reduces the risks of one structure fire impacting a neighboring property.

The City of Pensacola has approximately 53,000 people and is considered a densely populated area. Structures from single-family homes, to apartment complexes, to small commercial structures, to large multi-story structures are all located within the City limits. In 2007, the Pensacola Fire Department responded to 71 residential and 13 “other” structure fires. **The potential for damage is moderate with the potential risk of a fire to occur being low.**

SRIA fire response numbers are built into the County numbers as SRIA still falls under the County for fire service. SRIA has some very high multi-story condominiums right on the beach, and the condominiums continue to be built today. There are several apartment complexes and other condominiums on the beach along with hundreds of single-family homes, some worth more than a million dollars. Based on the density of condominiums, and single-family homes **the risk of damage would be moderate, but the risk of fire itself is still considered low.**

Escambia County has little in the area of high rises on the mainland of the County, but does have Perdido Key with numerous high-rise condominiums, apartments and single-family homes. **The potential of damage is moderate, with the risk of fire low.** The unincorporated County becomes more rural as you move toward the north, and there are no real heavily populated or developed areas as found in downtown Pensacola. **The risks for potential damages would be low and the risk of fire would also be low.**

The Town of Century, farther to the north is even more rural with less development and population density, would not stand to have any less or more risk of fire than any other portion of the County, therefore, **the risk for potential damage would be low, and the risk for fire would also be low.**

No structural fire risk map was created for this plan, as structural fires are so random, dependent upon human responsibility, the age of homes, etc. No jurisdiction is at greater risk for structural fire than any other. We recognize this as a hazard, we recognize the importance

of awareness and education to reduce the risks of preventable accidents, but again, there is no practical way to say one area of the County or jurisdiction is at a higher risk than another area.

## Severe Thunderstorms



Northwest Florida averages between 70 and 80 thunderstorms each year. Some of the potentially damaging characteristics of a thunderstorm are lightning, straight-line winds, large hail, heavy rains, flooding and tornados. A thunderstorm is classified as “severe” when one or more of the following items are associated with a storm:

- 1.) hail 3/4” or greater
- 2.) wind gusting in excess of 50 knots (57.5 mph)
- 3.) a tornado

Florida is ranked #1 for lightning deaths in the U.S. from 2000-2009, there were 70 deaths in the State. (source: <http://www.lightningsafety.noaa.gov/stats/00-09%20Death%20Rates1.pdf>)

## Recent History of Severe Thunder Storms

2002- A couple was walking out by Fort Pickens, when lightning struck and killed them.

2003-At the Blue Angels Show on Pensacola Beach, a couple was struck by lightning from a fast approaching storm that killed one person and injured another.

July 2003-Heavy rainfall, in some cases 2-3” per hour, and severe lightning produced dangerous situations from flooding to lightning strikes everyday in July.

People do need to be aware that lightning can strike from a storm that is still several miles away. It strikes with little or no warning and can travel down through trees and from puddle to puddle. As a result of Florida being the lightning capital of the U.S., the future risk of severe thunderstorms remains high in Escambia County and its jurisdictions.

Since there is no specific characteristic that would place one jurisdiction at a higher risk than another, the LMS summarized that each jurisdiction will be identified to be at a high level of risk for severe thunderstorms and lightning. From that decision, the LMS identified that a hazard map for lightning would be impractical and therefore not produced for this plan.

## **Mass Immigration**

Escambia County and its jurisdictions are not favorably suited geographically, for mass immigration from other countries. But every year, we do experience an influx of spring breakers and summer vacationers as we have Perdido Key and Pensacola Beach as popular vacation destinations, along with several other special incidents bringing crowds to downtown Pensacola and Pensacola Beach throughout the year.

Any detrimental impact from mass immigration will be handled through daily and normal response methods, with the option of activating the local CEMP if the event starts to escalate beyond normal controlling methods.

Though the Blue Angels show each summer grows in attendance and presents itself as a show for special consideration, we conclude overall that Escambia County and its municipalities maintain a **low risk for immigration** type disaster. The LMS felt there was no justification in creating a hazard map for mass immigration.

## **Civil Disturbance**

Civil disturbances could occur at any time at any location for a variety of reasons. High density population centers, military bases, and correctional institutions are generally the most likely targets.

Escambia County experiences an influx of spring breakers and summer vacationers in the Perdido Key and Pensacola Beach areas as popular vacation destinations each year. Also there are several special incidents that bring crowds to downtown Pensacola and Pensacola Beach throughout the year. Typically, depending on the type of event, preparedness and planning initiatives may be taken to increase emergency response staff, preposition of equipment, monitoring the event as it unfolds, and mitigating any circumstances that may turn a calm and pleasant event into a civil disturbance.

Historically, Escambia and its jurisdictions have been fortunate not to have experienced any notable civil disturbances in the past. The overall **risks** of future incidents **remain low**, but Pensacola, being our population center and County seat, may have a bit higher risk for consideration than the rest of the County and the Town of Century. Again, there is no specific

risk greater in one area of the County and municipalities than the rest. Therefore, a hazard area map would not be practical for this hazard.

## **Coastal Oil Spills**

Escambia County has witnessed several oil spills along the Gulf of Mexico over the years, but with no specific impact to our community until 2010. However, with over 27,000 abandoned wells in the Gulf of Mexico, (Source: AP investigation: <http://www.google.com/hostednews/ap/article/ALeqM5gz8SP1X8Y6bOR5kwCcuxUdV1XwLgD9GPVQ0G1>) there remains a constant risk of small leakage and potential landfall impacts and damages. Some noted historical spills in the Gulf of Mexico are:

June 3, 1979- An exploratory well Ixtoc 1 blew out and released approximately 140 million gallons of crude oil.

August 10, 1993-Three ships collided releasing approximately 336,000 gallons of No. 6 fuel oil into Tampa Bay.

November 28, 2000-An oil tanker released 567,000 gallons of crude oil into the lower Mississippi River.

September 2004- Hurricane Ivan caused numerous releases into the Gulf of Mexico from damaged pipelines and platforms in the Gulf.

September 2005- As a result of Hurricane Katrina, there were 44 oil spills found in southeast Louisiana with millions of gallons reportedly spilled.

April 20, 2010-A fire and explosion occurred at approximately 11:00 PM CDT, April 20, 2010 on the DEEPWATER HORIZON, a semisubmersible drilling platform, with more than 120 crew aboard. The DEEPWATER HORIZON is located some 50 miles SE of the Mississippi Delta.

Recent measurements and modeling also show that, as a result of depletion of the hydrocarbon reservoir, the daily flow rate decreased over the 87 days prior to the well's closure. Based on these measurements and modeling, the scientific teams estimate that, at the beginning of the spill, 62,000 barrels of oil per day were leaking from the well.

Overall, the scientific teams estimate that approximately 4.9 million barrels of oil have been released from the well. Not all of this oil and gas flowed into the ocean; containment activities conducted by BP under U.S. direction captured approximately 800,000 barrels of oil prior to the capping of the well.

The new estimates reflect the collaborative work and discussions of the National Incident Command's Flow Rate Technical Group (FRTG), led by United States Geological Survey (USGS) Director Marcia McNutt, and a team of Department of Energy (DOE) scientists and engineers, led by Energy Secretary Steven Chu. (<http://www.restorethegulf.gov/release/2010/08/02/us-scientific-teams-refine-estimates-oil-flow-bps-well-prior-capping>)

Impacts to Escambia County and the Florida panhandle were actually minimal. Tar balls and tar mats were the primary impacts, with the limited oil sheen quickly "skimmed" before any landfall occurred. Weather was favorable to Escambia County and most of the light crude oil sheen impacted Louisiana.

Even with the recent Deepwater Horizon disaster, the risk to the Gulf Coast is still considered low to our specific area based upon the low frequency and large area of the coastal exposure. The largest impacts will still be felt within the local tourism economy, the environment, and the government tax base. With this event still unfolding, those impacts have yet to be calculated.

## **Drought**

Drought is a protracted period of deficient precipitation resulting in extensive damage to crops, resulting in loss of yield. Some researchers even define drought by discipline:

Meteorological Drought

Agricultural Drought

Hydrological Drought

Hydrological and Land Use

Socioeconomic Drought

Source: National Drought Mitigation Center [www.drought.unl.edu/whatis/concepts.htm](http://www.drought.unl.edu/whatis/concepts.htm)

You can go to their website for specific definitions. There is no way to predict when a drought will occur or how long it will last. A severe drought could affect the entire County in any given year. The impact to Escambia County would be focused on our agricultural base found in the northern part of the County. In speaking with our local Agricultural Extension Services, because of the constant changes in crop choices in Escambia County, we were unable to create or locate a map that designates the types of crops grown in Escambia or their economic impacts. But we do monitor the drought indexes for Escambia County using the Keetech-Byram Drought Index (KBDI) that is updated each day on our local State of Florida Department of Forestry website as seen in figure 7.

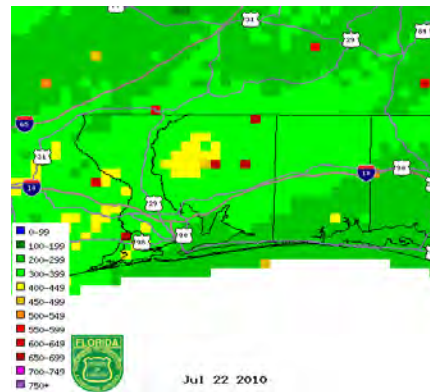
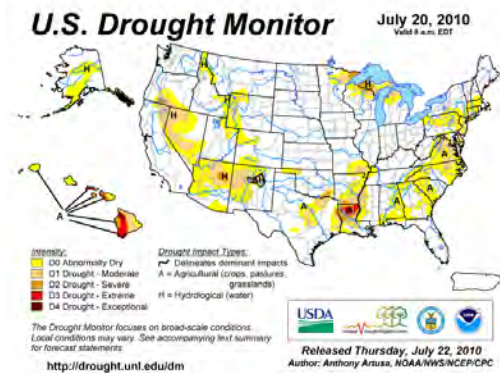


Figure 7

Not only is the KBDI a good indicator of the drought/moisture situation for agriculture, it also gives us a planning tool for the risks of wildfire, described in the wildfire section of this plan.

### Recent History of Drought

In 1990, there was actually some water restrictions imposed for the entire county and its municipalities, though the restrictions were short lived.

1997- there was a U.S. Department of Agriculture Disaster Declaration to include Alabama and six of the Florida panhandle counties.

1998-there was a U.S. Department of Agriculture Disaster Declaration for all sixty-seven (67) counties of Florida.

2000-again, there was a U.S. Department of Agriculture Disaster Declaration for most of the state of Florida to include Escambia County, with SBA providing low interest loans for businesses.

Because of the ability to get water where it is needed, at least in the short term, and the fact that drought has the ability to impact Florida every few years, drought is considered a moderate risk. Because of the agriculture here in Escambia County, the potential damages to drought would also be considered a moderate risk.

With respect to our other jurisdictions, drought would have minimal risk and impact, as there is no significant agricultural base found in the City of Pensacola, Town of Century, or on Santa Rosa Island.

Because local and statewide drought conditions are dependent upon rainfall, and rainfall is so unpredictable in the local area, there is no way to derive a hazard map for this particular hazard. Each part of the County and its municipalities are as susceptible to drought as the rest regardless of where the agricultural base is located.



## **Nuclear Attack**

Nuclear attack has become less and less of a risk since the “cold war” has ended, almost to the point where other weapons of choice may produce more damaging effects. Nuclear weapons require such high technological expertise, that only a few countries in the world have nuclear weapons. Escambia County does have the Pensacola Naval Air Station located here that is primarily a training facility for the Navy and the home of the Blue Angels. And there are several other military bases and airfield in the surrounding areas, but the risk as a primary target for nuclear attack would appear to be low.

Escambia County and jurisdictions have no other realistic targets for nuclear attack. Our population is relatively low compared to other more desirable targets, we have no significant industry to disrupt, and there is no apparent strategic benefit of Escambia County in the defense of the U.S.

Even with the idea of “dirty” bombs becoming all the rage today, the logistical and strategic benefit of targeting Escambia County and Pensacola seems very unlikely.

Escambia County and all of the jurisdictions have not had any historical nuclear attack impacts to reflect upon.

So overall the risk to nuclear attack is low in all of our jurisdictions.

## **Radiation Hazard**

There are no nuclear plants within 50 miles of the County and its jurisdiction, and there are no facilities that regularly handle radiation in amounts that are considered dangerous to the community. Hospitals typically are the few facilities that manage radioactive material for medical procedures. There are sources of radiation that do pass through Escambia County with the transport of radioactive waste from some of Florida’s nuclear power plants as it is transported to nuclear waste dumps in other States. However, as a result of the tight regulation and tight transportation requirements for this type of material, we have not experienced any accidents in our County or municipalities, leaving the potential risk of a radiation accident here in Escambia County and its municipalities low. Again, because of the fact we do not have a nuclear plant or any other real source of radioactive material in the County, no hazard map identifying any one area as having more risk to radiation than another, has been created.

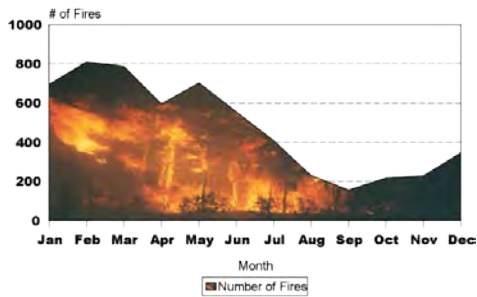
## **Recent History of Radiological Incidents**

1993 - the only known radiation accident involved an automobile running into a typical neighborhood storage facility, that exposed a small amount of radioactive material being stored in the facility. There was no risk to people or property as this was a small amount of material and ultimately, none was released.

## Wildfire

### Avg. # of Fires By Month 1981 -2000

Florida Division of Forestry



Wildfires tend to be a much greater risk than other hazards in Florida. Statistically, Escambia County and municipalities therein respond to almost 16 brush fires a week (2006/2007 Escambia County Fire/Rescue). Florida Division of Forestry officials have compiled the following list of communities in Escambia County which are considered at **higher risk of wildfire**: Barrineau Park, Barth, Bellview, Beulah, Century, Cottage Hill, Gonzalez, Millview, Molino, Myrtle Grove, and Quintette. The City of Pensacola and SRIA-Pensacola Beach are considered at **low risk to wildfire**.

Some negative consequences of wildfire include damage to: infrastructure (power outages, utility disruption, road closures/repairs); environment (water & air pollution, erosion, wildlife & endangered species habitat loss); public safety (fire and/or smoke-related human & animal evacuations or injury/death); and the local economy (business disruption, property loss, fire suppression & related costs).

### Recent Wildfire History

Florida has a 12-month wildfire season, but spring is usually the most active part of the year. During the past five years in Escambia County, lightning has only started 5% of the wildfires; therefore, humans-caused wildfires have been responsible for destruction of 2,336.30 acres. Some notable wildfires in Escambia County include a 1,400 fire in the area near Dog Track Road in 2000 and the Hurst Hammock Fire, which consumed approximately 1,100 acres in the central western portion of the county in 2001 and required evacuation of homes.

### Local Wildfire Issues

Weather - When wildfire occurs, weather is the most common reason for the fire to spread and intensify. In Florida, sea breezes are a critical issue because they can bring shifting winds and changes in temperatures & humidity. Other weather factors such as wind, temperature, drought index measurements, relative humidity and atmospheric stability, also play a major role in determining fire danger.

Vegetative Fuel - In Escambia County, downed trees and dead vegetation from hurricane activity during recent years significantly compounds the threat of wildfire through increased

accumulation of vegetative fuel. Also, though most green plants contain much water, which helps prevent them from igniting, Florida has vegetation which contains volatile chemicals that can make a very intense wildfire, even when the plants are green. To reduce the amount of such vegetative fuels, prescribed burning is often conducted.

Smoke - Forestry officials ensure strict adherence to prescribed burn standards are met to reduce the amount of smoke resulting from prescribed burning. This is imperative for many reasons, including but not limited to the region's military flight operations, which are some of the busiest in the world. Smoke resulting from wildfire can not only hinder such operations but also pose significant danger when impacting local roadways.

Continued Growth - Compounding the wildfire problem in Florida has been the growing number of people relocating to the state. Estimates are that over 900 people move to Florida each day and that many of them decide to build their homes in areas called the wildland/urban interface – areas where natural vegetation meets homes and communities. In spite of the national economic recession, recent job growth in Escambia County has increased, and future job growth over the next ten years is predicted. As development expands to accommodate this continued growth, more wildland/urban interface problems will arise. Also, residents new to the interface areas are not aware that wildland fires usually pose more danger than fires in other places because they are fast moving fires which often require the interaction of many pieces of fire-fighting equipment, and such operations utilize more resources and also take more time. Also, the cost of these operations grows proportionally with their complexity.

In 2002, the Florida Division of Forestry completed a comprehensive study and model identifying the wildland fire risks in the State of Florida. The Florida Fire Risk Assessment (FRAS) "...was developed to allow users to perform scenario based planning for wildland fire risk and Levels of Concern. The tool (Figure 8) allows users to apply models developed by fire specialists to update fuel models, fuel types, and fire occurrence areas to recalculate wildland fire susceptibility index." The "Level of Concern" (LOC) is an integer scaled from 0 to 9 indicating the relative risk of wildland fire, and is an output of the Florida Division of Forestry Fire Risk Assessment System (FRAS). The LOC Scale runs from low concern (1) to high concern (9). More information on FRAS and the LOC value is available at:

[http://www.fl-dof.com/wildfire/wf\\_pdfs/FRAS\\_User\\_Guide.pdf](http://www.fl-dof.com/wildfire/wf_pdfs/FRAS_User_Guide.pdf)

This data set is courtesy of the Florida Division of Forestry, and comes with the following disclaimer:

The user assumes the entire risk related to their use of the FRAS published maps. The Florida Department of Agriculture and Consumer Services is providing these data as is and disclaims any and all warranties, whether expressed or implied, including (without limitation) any implied warranties of merchantability or fitness for any particular purpose. In no event will the Florida Department of Agriculture and Consumer Services be liable to you or to any third party for any direct, indirect, incidental, consequential, special, or exemplary damages or lost profit resulting from any use of misuse of this data

The map the LMS is utilizing is that susceptibility map to designate those higher risk areas in the County. There is a FRAS website that allows citizen to review their fire risk based upon their

location within the County. That website is located here: [http://www.fl-dof.com/wildfire/wf\\_fras.html](http://www.fl-dof.com/wildfire/wf_fras.html)

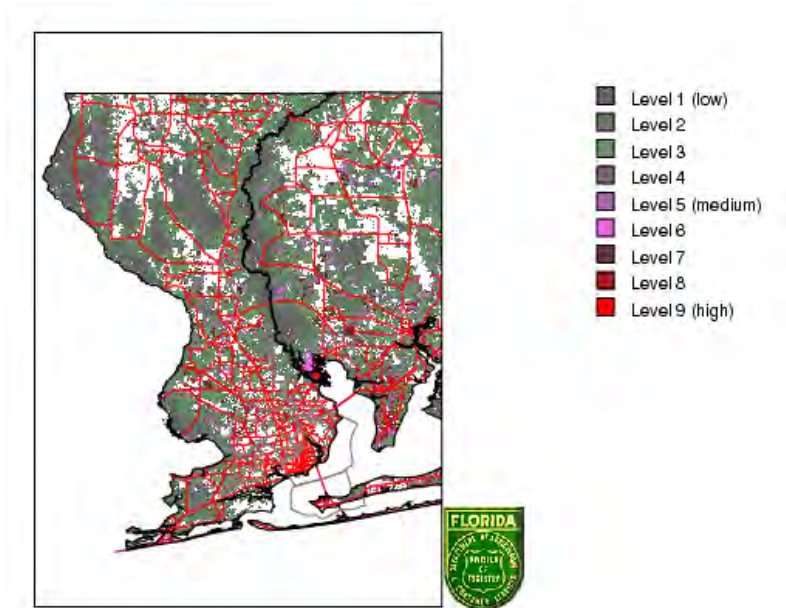


Figure 8

## Domestic Security

With the advent of 9/11, domestic security has consumed our country's day-to-day lives. In comparing Escambia County and its jurisdictions to other communities across the country, our population base seems to fall on the lower end of the list in terms of population size, political significance, and significant national geographical prominence. Escambia County and its municipalities remain to be less at risk for a domestic security event than potentially other areas of the state and the country. Pensacola is not necessarily the place to be to make a national or international statement in the name of a cause. However, locally, gangs appear to be making progress in establishing themselves here in Pensacola, and though their ability to gain national or international attention is not readily available, gangs can be considered domestic terrorist groups.

## Recent History of Domestic Security Incidents

1984- Escambia County was impacted by abortion clinic bombings. The bombings gained national attention.

1994, Paul Hill shot and killed an abortion doctor and his bodyguard, injuring the Doctors' wife in a car close by. In 2003 Paul Hill hit the national media again with his execution for that crime.

Even with some of the groups residing in our County, the risk for domestic violence and security issues remains low.

No hazard map was generated for this hazard, as there really is no way to designate one area of the county or neighborhood as being at a higher risk for domestic violence over another.

## Sinkholes

Sinkholes are a natural and common geologic feature in north-central Florida. Sinkholes are formed when rain dissolves underground limestone or when surface materials collapse into underlying cavities in the rock. Abrupt collapse-type sinkholes have become more common over the past twenty-five years, primarily due to activities of humans such as withdrawal of groundwater, diversion of surface water, or construction of ponds. The map in figure 9 shows the potential for sinkholes in the State of Florida. This map is provided by the U.S. Department of the Interior, Geologic Survey, which was found on their website. They designate:

Area IV (pink) where cover is more than 200 feet thick-consists of cohesive sediments interlayered with discontinuous carbonate beds. Sinkholes are very few, but several large diameter, deep sinkholes occur. Cover collapse sinkholes dominate.

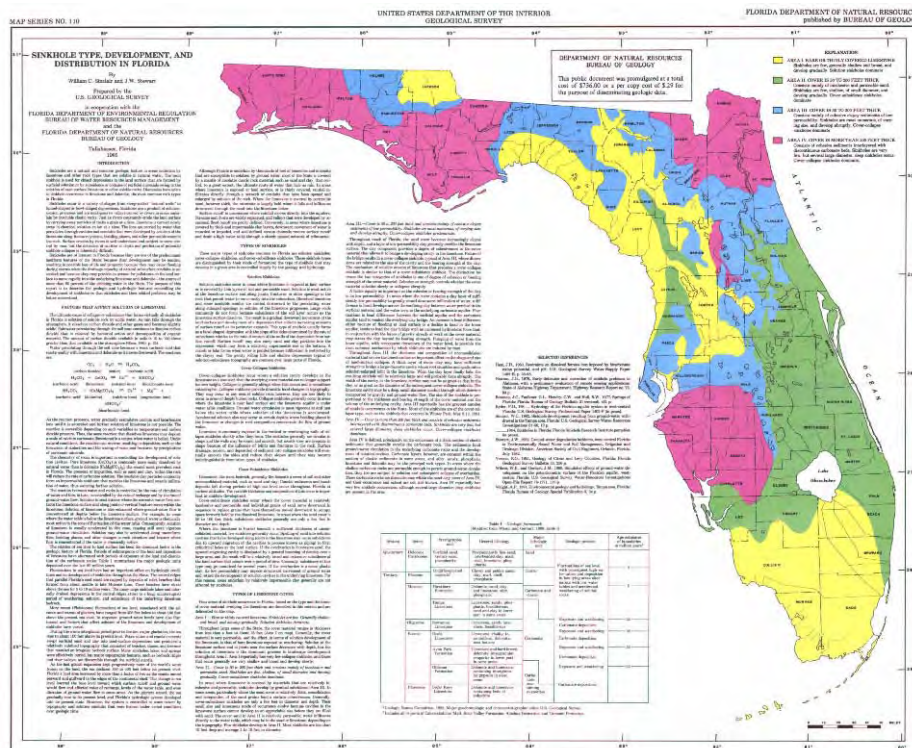


Figure 9

Sinkholes are considered a hazard to most of south Florida and up until recently posed no threat to the Panhandle of Florida. The soil is much more stable in the Panhandle of Florida as

there is a good base of the “Georgia Clay” that keeps everything stable even with water table fluctuations.

## Recent History of Sinkholes

2002 -a sinkhole did actually open up on the interstate (I-10), closing a lane of traffic until it could be filled. The cause of the sinkhole was undetermined.

As the map shows, the **risk** of sinkholes occurring here in Escambia County **is low**. Because figure 4 does not have any specific delineation through Escambia County, the risks for sinkholes remain the same for each jurisdiction. And because there is no apparent difference in that risk, no hazard map was generated for this particular hazard.

## Earthquake

“There is a former plate boundary in Florida, because most of Florida was once part of Africa. The suture is buried quite deep, and is not a zone of active plate movement now, but there are many ancient faults associated with it. Other (newer) faults in Florida are associated with the thick sedimentary successions deposited on the western Florida continental shelf. These faults form when thick masses of sediment start to slide slowly downward because of their great and unevenly distributed weight. Earthquakes are commonly associated with movement on growth faults, as these are called. Other earthquakes may be caused by ground settling from water or hydrocarbon extraction. Major earthquakes are unknown in Florida, and minor earthquakes are not common, but they do occur. The two largest earthquakes recorded in Florida, according to the US Geological Survey database, occurred in 1780 and 1879.” (David Kopaska-Merkel, Staff Hydrogeology Division, Geological Survey of Alabama, 1998). The map in Figure 10 shows the potential risk from around the country.

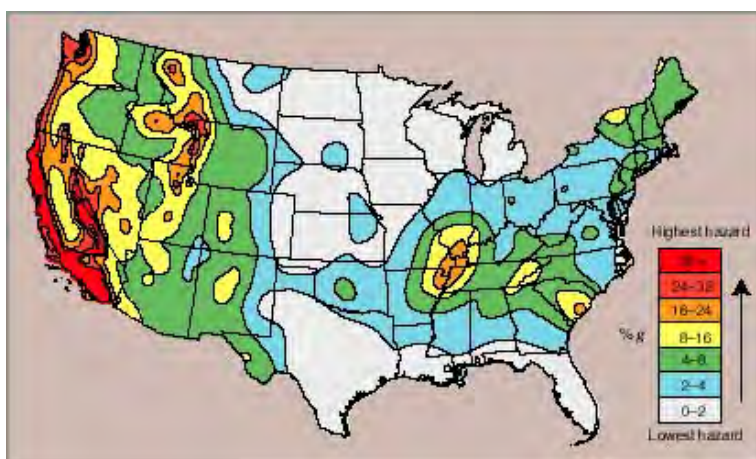


Figure 10

Source: National Seismic Hazard Mapping Project, Golden, Colorado

## Recent History of Earthquakes

There have been several tremors over the past several years mostly located in Alabama, with tremors felt in northern Florida.

September 10, 2006, a 6.0 earthquake impacted the Gulf of Mexico approximately 250 miles south-southwest of Apalachicola, Florida.

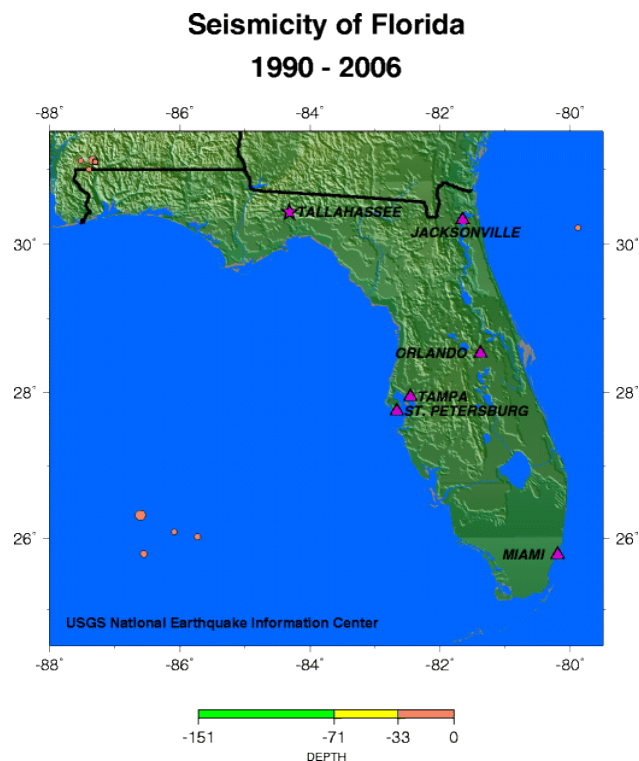
February 10, 2006, a 5.2 hit approximately in the same location in the Gulf of Mexico. There were no reports of damage for either event.

September of 2003, a 3.3 magnitude earthquake was recorded 35 miles southeast of Jackson, Alabama that was felt in northern Escambia County, with no reports of any damage.

October of 1997, a 4.9 magnitude earthquake was recorded near Littleville, Alabama that was felt through McDavid, Pensacola, Walnut Hill, down to Perdido and as far east as Milton and Elgin AFB, with Century feeling the most of the tremors actually causing some homes built off grade to slide off their foundations. Little did people realize, earthquake insurance is an addendum to homeowners insurance with people now realizing earthquakes are possible in Florida.

February 18, 2011, a 3.5 magnitude earthquake was recorded approximately 10 miles off the coast of Baldwin County, Alabama. No damages were reported.

Figure 11 identifies two maps depicting the seismic activity in Florida from 1990-2006:



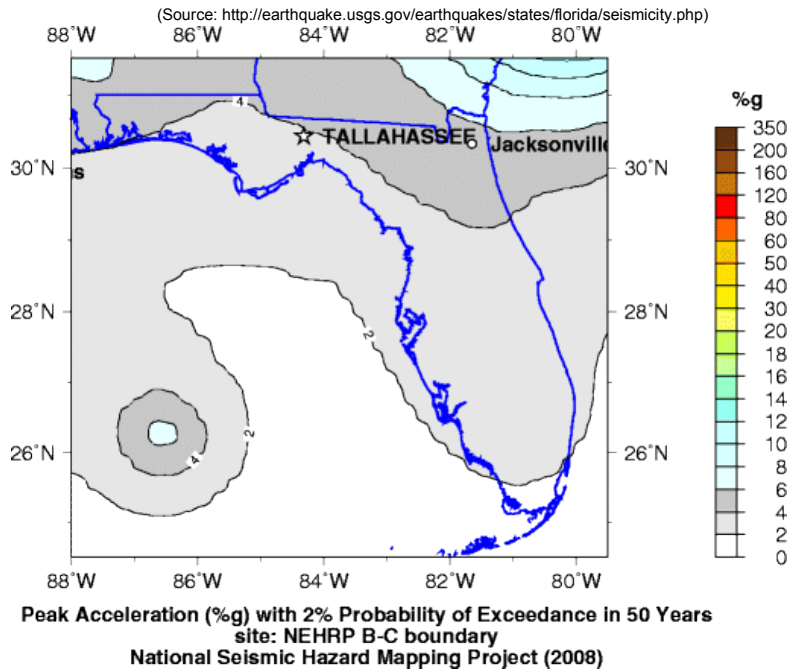


Figure 11

(source: <http://earthquake.usgs.gov/earthquakes/states/florida/hazards.php>)

With all of this information and the fact that no earthquake has been recorded in Escambia County, **the risk of earthquake is equally low** for all jurisdictions of Escambia County. With a history of tremors being felt in and around the Town of Century, a possible conclusion that slightly higher risk of earthquake may be found in the Town of Century, but in analyzing the issue at the macro level, there is not enough evidence to determine that there is more risk of earthquake to the Town of Century than the rest of the jurisdictions in Escambia County.

## Tsunamis

A *tsunami* is a series of waves generated by an impulsive disturbance in the ocean or in a small, connected body of water. As described previously under earthquakes, the risk for earthquakes of any magnitude is almost nonexistent. The Gulf of Mexico has a shallow shelf, and the potential for any impulse disturbance in the Gulf of Mexico is remote, barring a meteor falling in the Gulf. In speaking with the regional NOAA Mobile Weather Service Office, the worst case scenario for a tsunamis hitting the Escambia County area should produce a wave between 3-5', with the action to be taken by the public on barrier islands and low lying coastal areas will be to evacuate UP/Vertically to higher floors in buildings. Therefore a Tsunami forming in the Gulf of Mexico or the Atlantic that would impact Escambia County is remote, translating into a low risk of tsunami for Escambia County. There have been no historical occurrences to reflect upon for this plan.

## Dam/Levee Failure

Escambia County has approximately one hundred and fifteen (115) permitted dams. Ninety-one (91) are considered agricultural and twenty-four (24) are nonagricultural. These facilities are



classified as small, medium, or large. Per the Northwest Florida Water Management District (NFWFMD), the dams are earthen berm type, with a primary spillway constructed of a durable material such as metal, concrete or PVC and an auxiliary or emergency spillway which was most frequently constructed as an earthen spillway. All permitted facilities required the installation of a low level dewatering device. Most of the agricultural dams are considered to be of **minimal or low risk** to people or property in the event one of these dams fails. The non-agricultural dams would be considered as having a size classification of small but with Low to Moderate hazard ratings. No dams have been permitted in the Escambia County area that would be considered as having a High Hazard rating.

The Water Management District has a vulnerability assessment completed for each dam as permitted. Appendix S provides a map with all the permitted earthen dams noted for reference.

## **Landslide**

The term landslide includes a wide range of ground movement, such as rock falls, deep failure of slopes, and shallow debris flows. Although gravity acting on an over steepened slope is the primary reason for a landslide, there are other contributing factors:

- Erosion by rivers, glaciers, or ocean waves create over steepened slopes
- Rock and soil slopes are weakened through saturation by snowmelt or heavy rains
- Earthquakes create stresses that make weak slopes fail
- Earthquakes of magnitude 4.0 and greater have been known to trigger landslides
- Volcanic eruptions produce loose ash deposits, heavy rain, and debris flows
- Excess weight from accumulation of rain or snow, stockpiling of rock or ore, from waste piles, or from man-made structures may stress weak slopes to failure and other structures

Slope material that becomes saturated with water may develop a debris flow or mud flow. The resulting slurry of rock and mud may pick up trees, houses, and cars, thus blocking bridges and tributaries causing flooding along its path.

### Where do landslides occur?

Landslides occur in every state and U.S. territory. The Appalachian Mountains, the Rocky Mountains and the Pacific Coastal Ranges and some parts of Alaska and Hawaii have severe landslide problems. Any area composed of very weak or fractured materials resting on a steep slope can and will likely experience landslides.

Although the physical cause of many landslides cannot be removed, geologic investigations, good engineering practices, and effective enforcement of land-use management regulations can reduce landslide hazards.

Though landslides do occur in Escambia County, they are relatively insignificant in size and pose no real threat to people or property. Typically, the scale of landslides here in the county can be related to a wave at the beach slowly taking a small area of sand where it eventually slides off into the gulf. Other slopes around the County are also relatively gradual, and any landslide that occurs will be a result of erosion. There are some small steep slopes in the City of Pensacola on the Escambia River, but they are fairly stable, and create no threat to property or people at this time. Leaving the real risk to landslide with the potential for damage and injury very low.

“Escambia County does suffer an exceptionally high potential for erosion, to include sheet, rill, and gully erosion. Rainfall averages 62-64 inches per year, but the distribution of rain over the year is very uneven. Tropical storms and hurricanes from the Gulf of Mexico sometimes stall out over Escambia, dumping 20-40 inches of rain over a few days. In recent years, Tropical Storm Alberto and Hurricane Danny followed this pattern. No county in Florida has more erosion storms than Escambia, as evidenced by our Revised Universal Soil Loss Equation rainfall factor of 600, the highest in Florida.

The agricultural areas of Escambia County occur on ridge tops in the north half of the County. The soils of the ridgetops are mostly prime farmland soils, such as Red Bay and Tifton, both hydrologic group B soils. The terrain on these ridgetops is level to gently sloping, with elevations typically ranging from 200-250 feet msl. At the edge of the ridgetops, slopes typically increase 10% or more, and drop 150-200 feet to the Perdido River on the west and to the Escambia River on the east. Some storm systems produce intense amounts of runoff, which gather excessive velocities as the slopes increase on the way to the rivers. Once the velocities exceed critical value, determined by the soil type, surface cover, and volume of runoff, a gully forms. Soil surface disturbance, such as cattle trails or plowed fire lines, will accelerate the process. Once gullies form, they can generate tens of thousands of tons of sediment that negatively impacts wetlands and surface areas, and can void anything in their path including productive land, buildings, and roads.

Halting gully erosion typically requires a grade control drop structure, costing anywhere between tens of thousands of dollars to more than a hundred thousand dollars. Restoring the voided land below the headcut is almost always not economically feasible.” (source: Ken Collar, Escambia Soil and Water Conservation District)

Beach erosion is also a major consideration for Escambia County, both on Perdido Key and Santa Rosa Island (Pensacola Beach).

The Florida Department of Environmental Protection (FDEP), Bureau of Beaches and Coastal Systems updated their Strategic Beach Management Plan in 2008. This plan can be found on their website at <http://www.dep.state.fl.us/beaches/>. Within the document, specific stretches of beaches have been identified as critically eroded beaches, which include Pensacola Beach and a small section of Perdido Key Beach west of the Gulf Islands National Seashore. This report and management plan is maintained and implemented by the FDEP and efforts are coordinated

with the County. Within the report, it identifies some of the historical beach renourishment efforts, along with historical dredging efforts for Pensacola Pass. A map with the critical erosion areas is presented in Appendix S for reference.

## **Recent History of Erosion**

In 1995, there were two hurricanes Erin and Opal. Opal particularly, took a major toll on Pensacola Beach, particularly with the beaches ability to rejuvenate itself through natural means moving into the future.

In 1998, Hurricane George totally wiped out what was left of Pensacola Beach.

And in 2001, T.S. Isadore finally broke through the beach dune/berm and took away what was left protecting the beach, the island, the homes, and the businesses on the island.

In 2004 and 2005, Hurricanes Ivan and Dennis took a serious toll on beach erosion, more specifically to Pensacola Beach, which triggered the effort to restore Pensacola Beach with the support of FEMA federal tax dollars, allowing Pensacola Beach to renourish approximately 8.2 miles of beach.

In 2008, Hurricane Ike and Gustav again took a toll on the erosion Pensacola Beach.

Riverine erosion is also a concern for Escambia County since it's east and west borders are made up of the Escambia and Perdido Rivers, respectively, and with numerous feeder-rivers, streams, and creeks that ultimately contribute to water volume of these two big rivers. Though the rivers pose a real threat from flooding, the erosion issues are minimal along these rivers, even in flooding conditions.

For Santa Rosa Island Authority, Pensacola Beach, there remains a **high risk for beach erosion**.

The City of Pensacola does have some steep "cliffs" on the eastern side of the City going down into the Escambia Bay, but the soils are fairly stable and are not threatening any property or homes, thus **the risk is low for erosion in the City**.

The Town of Century is found in the northeastern section of the County and also has a **low risk of erosion**.

The County suffers a variety of risk levels from **high risk on Perdido Key** with its beaches, to a **moderate to low risk** of erosion in the rest of the County depending upon whether you are located along a river or creek or inland away from the potential of water impacts.

## Disease and Pandemic Outbreaks

Most efforts in analyzing the impacts and effects of disease and pandemic have been done at the national level. Because of the dynamics involved with the spread of disease and pandemic, a local level assessment has not been conducted specifically, but the local understanding that if a pandemic does impact our community, it will quickly overwhelm our local healthcare system. The following planning parameters are found from the Department of Health and Human Services website:

### Planning Assumptions

1. Susceptibility to the pandemic influenza virus will be universal.
2. Efficient and sustained person-to-person transmission signals an imminent pandemic.
3. The clinical disease attack rate will likely be 30% or higher in the overall population during the pandemic. Illness rates will be highest among school-aged children (about 40%) and decline with age. Among working adults, an average of 20% will become ill during a community outbreak.
4. Some people will become infected but not develop clinically significant symptoms. Asymptomatic or minimally symptomatic individuals can transmit infection and develop immunity to subsequent infection.
5. Of those who become ill with influenza, 50% will seek outpatient medical care.
  - a. With the availability of effective antiviral drugs for treatment, this proportion may be higher in the next pandemic.
6. The number of hospitalizations and deaths will depend on the virulence of the pandemic virus. Estimates differ about 10-fold between more and less severe scenarios. Two scenarios are presented based on extrapolation of past pandemic experience (Table 1). Planning should include the more severe scenario.
  - a. Risk groups for severe and fatal infection cannot be predicted with certainty but are likely to include infants, the elderly, pregnant women, and persons with chronic medical conditions.
7. Rates of absenteeism will depend on the severity of the pandemic.
  - a. In a severe pandemic, absenteeism attributable to illness, the need to care for ill family members, and fear of infection may reach 40% during the peak weeks of a community outbreak, with lower rates of absenteeism during the weeks before and after the peak.
  - b. Certain public health measures (closing schools, quarantining household contacts of infected individuals, “snow days”) are likely to increase rates of absenteeism.
8. The typical incubation period (interval between infection and onset of symptoms) for influenza is approximately 2 days.
9. Persons who become ill may shed virus and can transmit infection for up to one day before the onset of illness. Viral shedding and the risk of transmission will be greatest

during the first 2 days of illness. Children usually shed the greatest amount of virus and therefore are likely to post the greatest risk for transmission.

10. On average, infected persons will transmit infection to approximately two other people.

11. In an affected community, a pandemic outbreak will last about 6 to 8 weeks.

12. Multiple waves (periods during which community outbreaks occur across the country) of illness could occur with each wave lasting 2-3 months. Historically, the largest waves have occurred in the fall and winter, but the seasonality of a pandemic cannot be predicted with certainty.

Characteristic	Moderate (1958/68-like)	Severe (1918-like)
Illness	90 million (30%)	90 million (30%)
Outpatient medical care	45 million (50%)	45 million (50%)
Hospitalization	865,000	9,900,000
ICU care	128,750	1,485,000
Mechanical ventilation	64,875	745,500
Deaths	209,000	1,903,000

Table 1

Number of Episodes of Illness, Healthcare Utilization, and Death Associated with Moderate and Severe Pandemic Influenza Scenarios\*

\*Estimates based on extrapolation from past pandemics in the United States. Note that these estimates do not include the potential impact of interventions not available during the 20th century pandemics.

## Recent History of Pandemic

### The "Spanish Flu", 1918-1919

Began in August 1918 in three disparate locations: Brest, Boston and Freetown. An unusually severe and deadly strain of influenza spread worldwide. The disease spread across the world, killing 25 million in the course of six months; some estimates put the total of those killed worldwide at well over twice that number. An estimated 17 million died in India, 500,000 in the USA and 200,000 in the UK. It vanished within 18 months and the actual strain was never determined, though some recent attempts at reconstructing genes from the virus have been successful.

**Antibiotic-resistant superbugs** may also revive diseases previously regarded as 'conquered'.

In 2003, there were concerns that **SARS**, a new highly contagious form of pneumonia, might have become pandemic.

In February 2004, **avian influenza virus** was detected in pigs in Vietnam, increasing fears of the emergence of new variant strains. It is feared that if the avian influenza virus undergoes antigenic shift with a human influenza virus, the new subtype created could be both highly contagious and highly lethal in humans. Such a subtype could cause a global influenza

pandemic, similar to the Spanish Flu, or the lower mortality pandemics the Asian Flu and the Hong Kong Flu.

In November 2004 the director for the western region of the World Health Organization said that an influenza pandemic was inevitable and called for urgent plans to combat the virus.

In 2009, the H1N1 “Swine Flu” emerged in the U.S. Though it was not as significant as first thought. The World Health Organization is reporting worldwide as of July 23, 2010, more than 214 countries and territories have reported laboratory confirmed cases of H1N1 2009, including over 18,366 deaths. This number is certainly underreported.

### **Exotic Pests and Disease**

With little local specific data, per our local Extension Services Office, financial impact calculations cannot yet be estimated. The northern portion of Escambia County does have several types of rotated crops along with livestock farms and the impacts from exotic pests and disease could be felt if there was an impact in the County. Historically, rabies and tree destroying organisms are the primary concern for the central and northern portions of the County, and even though the threats are real, but based upon the limited data and public perceptions, the **risk appears to be moderate**, and **frequency low**. The financial impacts could be significant, running into the millions and tens of millions with the threat of entire crop losses due to an event.

### **C. Mapping the Hazard**

The County has engaged in the use of HAZUS in concert with GIS locally. Though the HAZUS software is limited by the type of hazards it can analyze, it does provide valuable information for the larger scale, more frequent hazards surrounding tropical incidents and flooding. For those hazards that can be depicted on a map identifying vulnerable areas geographically, those maps are located in Appendix S of this plan. Those mapped hazards are:

1. 100-yr Floodplain
2. Beach Erosion
3. Storm Surge
4. Wildland Fire
5. Windzones
6. Dams and Levees
7. “302” Hazardous Facilities

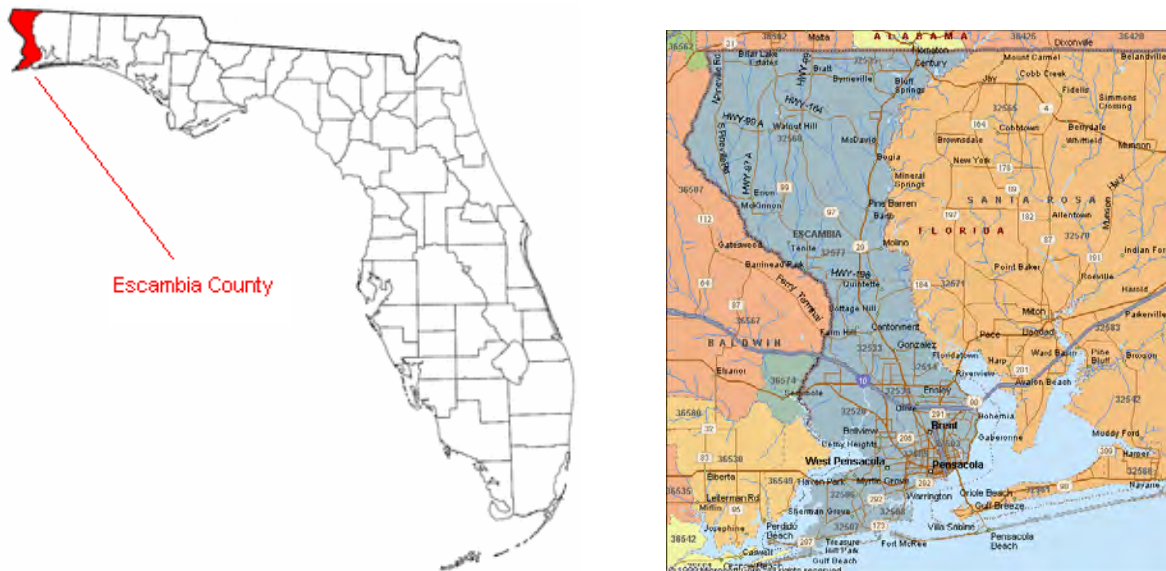
The other hazards, as listed in this plan, will not be mapped as there is no local geographical characteristics that set anyone area apart from another.

The LMS in Escambia County has taken the various hazards one step further and analyzed the potential impacts of the hazards on the local community. The LMS has analyzed those impacts

for various infrastructure and developed a vulnerability analysis and impact data for various local infrastructure and critical facilities. That data can be found within the Escambia County LMS plan, located at this link: <http://www.myescambia.com/Bureaus/DevelopmentServices/2009LMSplan.html>. Or the plan may be acquired from the Escambia County Development Services Bureau. The latest version of the LMS plan was approved by FEMA on September 17, 2010, pending local adoption.

## D. Geographic Information

Escambia County is the western most county in the panhandle of Florida and is bordered on the west and north by the state of Alabama, on the east by Santa Rosa County, and on the south by the Gulf of Mexico. The County contains 661 square miles of land area, with some 259 square miles of surface water jurisdiction making up the jurisdictions of Pensacola, the Town of Century, as well as the county proper. The physical topography of the land can be divided into two groups: coastal lowlands and western highlands. The coastal lowlands consist of a series of broad, nearly level, marine terraces extending several miles inland from the coast to a near elevation of 100 feet. The western highlands, with elevations above 100 feet, include a gently sloping to strongly sloping series of hills and valleys beginning approximately 10 miles north of Pensacola. The County's elevation ranges from sea level to 200 feet above sea level in the northern part of the County, with an average elevation of 69 feet above sea level.



Drainage patterns tend to be toward the Escambia River Basin along the east side of the County, which flows into Escambia Bay. Along the west side of the County, streams flow toward the Perdido River Basin, which then flow into Perdido Bay. The flood-prone areas of the County are synonymous with the environmentally sensitive wetland areas located along these drainage basins. These wetlands provide satisfactory natural drainage control to eliminate flooding from normal weather conditions. Flood-prone areas of Escambia County are identified

in the Flood Insurance Rate Maps (FIRMs) maintained by the Escambia County Building Inspections office, which can also be found on the County's main webpage, with the maps found in Appendix S.

Industrial and commercial land use is primarily located in the southern portion of Escambia County. Residential areas surround the commercial and industrial areas in the County. Agricultural land uses occur primarily in northern sections of the County. The tourist-related development is occurring in the south and southwest areas of the County primarily on the barrier islands. Development in areas subject to tides (i.e., storm flooding) is systematic and regulated. Most critical care and response facilities are located well above any flood-prone or storm surge high-risk locations.

## **E. Vulnerability Analysis-Critical Facilities**

The disaster resilience of critical facilities to the effects of hurricanes and other natural disasters is a key determinant in the ability of Escambia County to effectively respond to a disaster event. Critical facilities are defined as those structures and systems within a jurisdiction that provide essential governmental services to the public at large. This may include fire, police, medical, EOC, shelters, water treatment facilities, communications towers sites, nursing homes, government offices and business suppliers.

Identification of critical facilities located in Escambia County is the responsibility of the Escambia County Public Safety Bureau. The Public Safety Bureau Emergency Management Division maintains this list and updates the list at least annually.

Implications for the performance of critical facilities in Escambia County and their availability for response missions include:

- Hospitals, nursing homes, police stations and fire stations may sustain significant structural damage, but still remain functional.
- Wind borne debris presents major hazards to workers (and patients in the case of medical facilities and hospitals).
- Debris presents a major challenge for emergency responders in carrying out their missions under the CEMP and guided by NIMS.
- Communications systems generally perform well in high winds.
- Structures and systems may perform well, but essential employees who manage these systems may suffer personal damage and loss, which needs to be factored into pre-event planning and post-event response and recovery operations.

Maps of our local and critical facilities with a vulnerability analysis are located within the LMS plan. That data can be found within the Escambia County LMS plan, located at this link: <http://www.myescambia.com/Bureaus/DevelopmentServices/2009LMSplan.html>. Or the plan may be acquired from the Escambia County Development Services Bureau. The latest version of the LMS plan was approved by FEMA on September 17, 2010, pending local adoption.



## **F. Demographic Information**

In 2000, the population was estimated to be 294,000, increasing to about 340,000 in 2010 (Bureau of Economic and Business Research). These demographic trends – when combined with the County’s exposure to hurricanes and other hazards – illustrate the potential vulnerability of citizens and tourists to major disasters. The following statistics highlight the vulnerability of the County’s population:

Most of the County’s population works and resides on or near the coastline.

An estimated 12 percent of the County’s population resides in manufactured housing, which has historically been vulnerable to high winds, flooding and storm surge.

Approximately 40,000 individuals in the County are 65 years or older, which represents 13 percent of the total population. The elderly are more vulnerable than other population segments to the effects of disasters. There are no healthcare facilities within the storm surge zone, but many elderly individuals have retired to the barrier islands in high risk areas for flooding, storm surge, and high winds.

The transient and homeless population is estimated to be approximately 650 (source: Escambia County Coalition for the Homeless)

Tourists swell the population by approximately 35,000 per day during the tourist season. The primary areas of population surge revolve around the beaches and barrier islands, (source: Escambia County Local Mitigation Strategy)

The County has approx 39 24-hour licensed healthcare facilities, with a potential population of 4408 patients. This population is among the most vulnerable in the County.

There are approximately 175 citizens registered with the Escambia County Public Safety Bureau as requiring special needs sheltering assistance. Emergency Support Function (ESF) 8, “Health and Medical” addresses the details regarding evacuation and sheltering of persons with special needs.

The inmate population in the County is approximately 3,800. This includes work camp populations.

The migrant population has been determined to be minimal. (source: Escambia County LMS.)

Whether a person has a physical impairment or just does not understand English, data on language challenged people is very difficult to capture. The U.S. Census data captures information on languages spoken, but does not identify those that do not understand or have a challenge with English information. Locally, there has been no resource to provide valid information for reporting purposes.

The following pages offer demographic data for Escambia County from the U.S. Census Bureau.

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**Escambia County, Florida**  
Selected Social Characteristics in the United States: 2008  
Data Set: 2008 American Community Survey 1-Year Estimates  
Survey: American Community Survey

NOTE: Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

For more information on confidentiality protection, sampling error, nonsampling error, and definitions, see Survey Methodology.

Selected Social Characteristics in the United States	Estimate	Margin of Error	Percent	Margin of Error
<b>HOUSEHOLDS BY TYPE</b>				
<b>Total households</b>	<b>115,339</b>	<b>+/-3,664</b>	<b>115,339</b>	<b>(X)</b>
Family households (families)	72,611	+/-3,069	63.0%	+/-2.1
With own children under 18 years	28,708	+/-2,031	24.9%	+/-1.6
Married-couple family	50,280	+/-2,753	43.6%	+/-2.3
With own children under 18 years	16,325	+/-1,759	14.2%	+/-1.5
Male householder, no wife present, family	4,161	+/-1,152	3.6%	+/-1.0
With own children under 18 years	1,970	+/-833	1.7%	+/-0.7
Female householder, no husband present, family	18,170	+/-2,039	15.8%	+/-1.6
With own children under 18 years	10,413	+/-1,672	9.0%	+/-1.4
Nonfamily households	42,728	+/-2,989	37.0%	+/-2.1
Householder living alone	33,785	+/-2,591	29.3%	+/-2.1
65 years and over	13,655	+/-1,624	11.8%	+/-1.3
Households with one or more people under 18 years	32,481	+/-2,163	28.2%	+/-1.7
Households with one or more people 65 years and over	32,903	+/-1,223	28.5%	+/-1.0
Average household size	2.47	+/-0.06	(X)	(X)
Average family size	3.10	+/-0.11	(X)	(X)
<b>RELATIONSHIP</b>				
<b>Population in households</b>	<b>285,185</b>	<b>+/-4,049</b>	<b>285,185</b>	<b>(X)</b>
Householder	115,339	+/-3,664	40.4%	+/-1.1
Spouse	50,478	+/-2,897	17.7%	+/-1.0
Child	84,557	+/-3,802	29.6%	+/-1.3
Other relatives	17,698	+/-2,901	6.2%	+/-1.0
Nonrelatives	17,113	+/-3,027	6.0%	+/-1.0
Unmarried partner	6,662	+/-1,354	2.3%	+/-0.5
<b>MARITAL STATUS</b>				
<b>Males 15 years and over</b>	<b>120,343</b>	<b>+/-557</b>	<b>120,343</b>	<b>(X)</b>
Never married	44,511	+/-2,421	37.0%	+/-2.0
Now married, except separated	56,110	+/-2,925	46.6%	+/-2.4
Separated	2,128	+/-818	1.8%	+/-0.7
Widowed	3,596	+/-945	3.0%	+/-0.8
Divorced	13,998	+/-1,994	11.6%	+/-1.6
<b>Females 15 years and over</b>	<b>126,177</b>	<b>+/-679</b>	<b>126,177</b>	<b>(X)</b>
Never married	32,956	+/-2,671	26.1%	+/-2.1
Now married, except separated	54,958	+/-3,223	43.6%	+/-2.6
Separated	5,446	+/-1,419	4.3%	+/-1.1
Widowed	13,886	+/-1,462	11.0%	+/-1.2
Divorced	18,931	+/-2,240	15.0%	+/-1.8
<b>FERTILITY</b>				

<b>Selected Social Characteristics in the United States</b>				
	<b>Estimate</b>	<b>Margin of Error</b>	<b>Percent</b>	<b>Margin of Error</b>
<b>Number of women 15 to 50 years old who had a birth in the past 12 months</b>	<b>4,022</b>	<b>+/-1,205</b>	<b>4,022</b>	<b>(X)</b>
Unmarried women (widowed, divorced, and never married)	1,622	+/-821	40.3%	+/-15.1
Per 1,000 unmarried women	41	+/-20	(X)	(X)
Per 1,000 women 15 to 50 years old	56	+/-16	(X)	(X)
Per 1,000 women 15 to 19 years old	19	+/-21	(X)	(X)
Per 1,000 women 20 to 34 years old	114	+/-37	(X)	(X)
Per 1,000 women 35 to 50 years old	17	+/-13	(X)	(X)
<b>GRANDPARENTS</b>				
<b>Number of grandparents living with own grandchildren under 18 years</b>	<b>6,172</b>	<b>+/-1,793</b>	<b>6,172</b>	<b>(X)</b>
Responsible for grandchildren	2,019	+/-831	32.7%	+/-11.8
Years responsible for grandchildren				
Less than 1 year	651	+/-491	10.5%	+/-7.5
1 or 2 years	559	+/-414	9.1%	+/-6.5
3 or 4 years	438	+/-308	7.1%	+/-5.2
5 or more years	371	+/-363	6.0%	+/-5.8
<b>Number of grandparents responsible for own grandchildren under 18 years</b>	<b>2,019</b>	<b>+/-831</b>	<b>2,019</b>	<b>(X)</b>
Who are female	1,463	+/-591	72.5%	+/-10.1
Who are married	1,517	+/-724	75.1%	+/-18.2
<b>SCHOOL ENROLLMENT</b>				
<b>Population 3 years and over enrolled in school</b>	<b>71,478</b>	<b>+/-2,962</b>	<b>71,478</b>	<b>(X)</b>
Nursery school, preschool	3,962	+/-1,201	5.5%	+/-1.7
Kindergarten	3,650	+/-1,069	5.1%	+/-1.5
Elementary school (grades 1-8)	27,759	+/-1,521	38.8%	+/-2.8
High school (grades 9-12)	15,330	+/-1,430	21.4%	+/-2.0
College or graduate school	20,777	+/-2,838	29.1%	+/-3.0
<b>EDUCATIONAL ATTAINMENT</b>				
<b>Population 25 years and over</b>	<b>197,662</b>	<b>+/-833</b>	<b>197,662</b>	<b>(X)</b>
Less than 9th grade	6,737	+/-1,569	3.4%	+/-0.8
9th to 12th grade, no diploma	19,377	+/-2,400	9.8%	+/-1.2
High school graduate (includes equivalency)	59,099	+/-3,530	29.9%	+/-1.8
Some college, no degree	47,778	+/-2,780	24.2%	+/-1.4
Associate's degree	18,277	+/-2,398	9.2%	+/-1.2
Bachelor's degree	30,065	+/-2,815	15.2%	+/-1.4
Graduate or professional degree	16,329	+/-2,106	8.3%	+/-1.1
Percent high school graduate or higher	86.8%	+/-1.4	(X)	(X)
Percent bachelor's degree or higher	23.5%	+/-1.7	(X)	(X)
<b>VETERAN STATUS</b>				
<b>Civilian population 18 years and over</b>	<b>225,688</b>	<b>+/-2,364</b>	<b>225,688</b>	<b>(X)</b>
Civilian veterans	38,510	+/-2,466	17.1%	+/-1.1
<b>DISABILITY STATUS OF THE CIVILIAN NONINSTITUTIONALIZED POPULATION</b>				
<b>Total Civilian Noninstitutionalized Population</b>	<b>285,783</b>	<b>+/-3,459</b>	<b>285,783</b>	<b>(X)</b>
With a disability	44,495	+/-3,576	15.6%	+/-1.2
<b>Under 18 years</b>	<b>67,693</b>	<b>+/-338</b>	<b>67,693</b>	<b>(X)</b>
With a disability	1,948	+/-751	2.9%	+/-1.1
<b>18 to 64 years</b>	<b>173,657</b>	<b>+/-3,168</b>	<b>173,657</b>	<b>(X)</b>
With a disability	23,518	+/-2,783	13.5%	+/-1.6
<b>65 years and over</b>	<b>44,433</b>	<b>+/-1,173</b>	<b>44,433</b>	<b>(X)</b>
With a disability	19,029	+/-1,722	42.8%	+/-3.6
<b>RESIDENCE 1 YEAR AGO</b>				
<b>Population 1 year and over</b>	<b>299,058</b>	<b>+/-969</b>	<b>299,058</b>	<b>(X)</b>
Same house	238,406	+/-6,984	79.7%	+/-2.3
Different house in the U.S.	58,850	+/-6,687	19.7%	+/-2.2
Same county	33,073	+/-5,287	11.1%	+/-1.8
Different county	25,777	+/-4,090	8.6%	+/-1.4
Same state	7,864	+/-2,600	2.6%	+/-0.9
Different state	17,913	+/-3,298	6.0%	+/-1.1
Abroad	1,802	+/-884	0.6%	+/-0.3
<b>PLACE OF BIRTH</b>				

<b>Selected Social Characteristics in the United States</b>	<b>Estimate</b>	<b>Margin of Error</b>	<b>Percent</b>	<b>Margin of Error</b>
	<b>302,939</b>	<b>*****</b>	<b>302,939</b>	<b>(X)</b>
Native	290,558	+/-1,667	95.9%	+/-0.6
Born in United States	284,522	+/-2,273	93.9%	+/-0.8
State of residence	133,626	+/-5,699	44.1%	+/-1.9
Different state	150,896	+/-5,591	49.8%	+/-1.8
Born in Puerto Rico, U.S. Island areas, or born abroad to American parent(s)	6,036	+/-1,804	2.0%	+/-0.6
Foreign born	12,381	+/-1,667	4.1%	+/-0.6
<b>U.S. CITIZENSHIP STATUS</b>				
Foreign-born population	12,381	+/-1,667	12,381	(X)
Naturalized U.S. citizen	6,838	+/-1,216	55.2%	+/-8.3
Not a U.S. citizen	5,543	+/-1,401	44.8%	+/-8.3
<b>YEAR OF ENTRY</b>				
Population born outside the United States	18,417	+/-2,273	18,417	(X)
Native	6,036	+/-1,804	6,036	(X)
Entered 2000 or later	1,833	+/-1,290	30.4%	+/-16.1
Entered before 2000	4,203	+/-1,129	69.6%	+/-16.1
Foreign born	12,381	+/-1,667	12,381	(X)
Entered 2000 or later	3,261	+/-1,064	26.3%	+/-7.3
Entered before 2000	9,120	+/-1,437	73.7%	+/-7.3
<b>WORLD REGION OF BIRTH OF FOREIGN BORN</b>				
Foreign-born population, excluding population born at sea	N	N	N	(X)
Europe	N	N	N	N
Asia	N	N	N	N
Africa	N	N	N	N
Oceania	N	N	N	N
Latin America	N	N	N	N
Northern America	N	N	N	N
<b>LANGUAGE SPOKEN AT HOME</b>				
Population 5 years and over	281,709	+/-375	281,709	(X)
English only	262,920	+/-2,540	93.3%	+/-0.9
Language other than English	18,789	+/-2,463	6.7%	+/-0.9
Speak English less than "very well"	7,101	+/-1,628	2.5%	+/-0.8
Spanish	10,146	+/-2,181	3.6%	+/-0.8
Speak English less than "very well"	3,380	+/-1,266	1.2%	+/-0.4
Other Indo-European languages	3,414	+/-1,266	1.2%	+/-0.4
Speak English less than "very well"	937	+/-659	0.3%	+/-0.2
Asian and Pacific Islander languages	5,073	+/-876	1.8%	+/-0.3
Speak English less than "very well"	2,702	+/-747	1.0%	+/-0.3
Other languages	156	+/-190	0.1%	+/-0.1
Speak English less than "very well"	82	+/-136	0.0%	+/-0.1
<b>ANCESTRY</b>				
Total population	302,939	*****	302,939	(X)
American	18,948	+/-3,039	6.3%	+/-1.0
Arab	533	+/-420	0.2%	+/-0.1
Czech	628	+/-427	0.2%	+/-0.1
Danish	945	+/-544	0.3%	+/-0.2
Dutch	3,232	+/-1,115	1.1%	+/-0.4
English	34,289	+/-4,423	11.3%	+/-1.5
French (except Basque)	10,242	+/-1,732	3.4%	+/-0.6
French Canadian	1,179	+/-755	0.4%	+/-0.2
German	39,244	+/-4,974	13.0%	+/-1.6
Greek	1,218	+/-601	0.4%	+/-0.2
Hungarian	738	+/-493	0.2%	+/-0.2
Irish	39,662	+/-3,698	13.1%	+/-1.2
Italian	14,094	+/-2,870	4.7%	+/-0.9
Lithuanian	0	+/-305	0.0%	+/-0.1
Norwegian	2,574	+/-964	0.8%	+/-0.3
Polish	7,615	+/-2,383	2.5%	+/-0.8
Portuguese	967	+/-580	0.3%	+/-0.2
Russian	1,255	+/-589	0.4%	+/-0.2
Scotch-Irish	8,518	+/-2,045	2.8%	+/-0.7
Scottish	8,598	+/-2,200	2.8%	+/-0.7
Slovak	120	+/-144	0.0%	+/-0.1

Selected Social Characteristics in the United States	Estimate	Margin of Error	Percent	Margin of Error
	1,292	+/-817	0.4%	+/-0.3
Swedish	2,902	+/-1,332	1.0%	+/-0.4
Swiss	486	+/-434	0.2%	+/-0.1
Ukrainian	372	+/-233	0.1%	+/-0.1
Welsh	3,089	+/-1,191	1.0%	+/-0.4
West Indian (excluding Hispanic origin groups)	602	+/-417	0.2%	+/-0.1

Source: U. S. Census Bureau, 2008 American Community Survey

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

**Notes:**

Ancestry listed in this table refers to the total number of people who responded with a particular ancestry; for example, the estimate given for Russian represents the number of people who listed Russian as either their first or second ancestry. This table lists only the largest ancestry groups; see the Detailed Tables for more categories. Race and Hispanic origin groups are not included in this table because official data for those groups come from the Race and Hispanic origin questions rather than the ancestry question (see Demographic Table).

Starting in 2008, the Scotch-Irish category does not include Irish-Scotch.

The Census Bureau introduced a new set of disability questions in the 2008 ACS questionnaire. Accordingly, comparisons of disability data from 2008 or later with data from prior years are not recommended. For more information on these questions and their evaluation in the 2008 ACS Content Test, see the Evaluation Report Covering Disability.

Data for year of entry of the native population reflect the year of entry into the U.S. by people who were born in Puerto Rico, U.S. Island Areas or born outside the U.S. to a U.S. citizen parent and who subsequently moved to the U.S.


Due to a reduction in the Failed Edit Follow-up (FEFU) operation for 4-months in 2008, there was an increase in the amount of missing data and an increase in item allocation rates. For more information see the ACS User Notes.

While the 2008 American Community Survey (ACS) data generally reflect the November 2007 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities. The 2008 Puerto Rico Community Survey (PRCS) data generally reflect the November 2007 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in PRCS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

**Explanation of Symbols:**

1. An "..." entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An "-" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An "L" following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An "U" following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An "..." entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An "\*\*\*\*\*" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An "N" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An "(X)" means that the estimate is not applicable or not available.

The letters PDF or symbol  indicate a document is in the Portable Document Format (PDF). To view the file you will need the Adobe Acrobat Reader, which is available for free from the Adobe web site.

**Escambia County, Florida**

<b>People QuickFacts</b>	<b>Escambia County</b>	<b>Florida</b>
Population, 2009 estimate	303,343	18,537,969
Population, percent change, April 1, 2000 to July 1, 2009	3.0%	16.0%
Population estimates base (April 1) 2000	294,410	15,982,839
Persons under 5 years old, percent, 2008	6.8%	6.2%
Persons under 18 years old, percent, 2008	22.4%	21.8%
Persons 65 years old and over, percent, 2008	15.2%	17.4%
Female persons, percent, 2008	50.6%	50.9%
White persons, percent, 2008 (a)	71.4%	79.8%
Black persons, percent, 2008 (a)	22.6%	15.9%
American Indian and Alaska Native persons, percent, 2008 (a)	1.0%	0.5%
Asian persons, percent, 2008 (a)	2.5%	2.3%
Native Hawaiian and Other Pacific Islander, percent, 2008 (a)	0.1%	0.1%
Persons reporting two or more races, percent, 2008	2.4%	1.4%
Persons of Hispanic or Latino origin, percent, 2008 (b)	3.7%	21.0%
White persons not Hispanic, percent, 2008	68.4%	60.3%
Living in same house in 1995 and 2000, pct 5 yrs old & over	47.7%	48.9%
Foreign born persons, percent, 2000	3.7%	16.7%
Language other than English spoken at home, pct age 5+, 2000	6.8%	23.1%
High school graduates, percent of persons age 25+, 2000	82.1%	79.9%
Bachelor's degree or higher, pct of persons age 25+, 2000	21.0%	22.3%
Persons with a disability, age 5+, 2000	57,340	3,274,566
Mean travel time to work (minutes), workers age 16+, 2000	23.0	26.2
Housing units, 2008	139,842	8,800,294
Homeownership rate, 2000	67.3%	70.1%
Housing units in multi-unit structures, percent, 2000	20.4%	29.9%
Median value of owner-occupied housing units, 2000	\$85,700	\$105,500
Households, 2000	111,049	6,337,929
Persons per household, 2000	2.45	2.46
Median household income, 2008	\$41,690	\$47,802
Per capita money income, 1999	\$18,641	\$21,557
Persons below poverty level, percent, 2008	16.0%	13.3%

<b>Business QuickFacts</b>	<b>Escambia County</b>	<b>Florida</b>
Private nonfarm establishments, 2007	7,134	523,461 <sup>1</sup>
Private nonfarm employment, 2007	104,510	7,425,331 <sup>1</sup>
Private nonfarm employment, percent change 2000-2007	-2.0%	19.4% <sup>1</sup>
Nonemployer establishments, 2007	18,565	1,618,119
Total number of firms, 2002	20,682	1,539,207
Black-owned firms, percent, 2002	S	6.6%
American Indian and Alaska Native owned firms, percent, 2002	1.6%	0.6%
Asian-owned firms, percent, 2002	2.6%	2.7%
Native Hawaiian and Other Pacific Islander owned firms, percent, 2002	F	0.1%
Hispanic-owned firms, percent, 2002	1.7%	17.3%
Women-owned firms, percent, 2002	29.6%	28.4%
Manufacturers shipments, 2002 (\$1000)	1,873,203	78,474,770
Wholesale trade sales, 2002 (\$1000)	2,013,186	219,490,896
Retail sales, 2002 (\$1000)	3,340,536	191,805,685
Retail sales per capita, 2002	\$11,255	\$11,498
Accommodation and foodservices sales, 2002 (\$1000)	392,107	29,366,940
Building permits, 2008	742	61,042
Federal spending, 2008	3,220,096	149,872,178 <sup>1</sup>
	<b>Escambia County</b>	<b>Florida</b>
<b>Geography QuickFacts</b>		
Land area, 2000 (square miles)	662.35	53,926.82
Persons per square mile, 2000	444.7	296.4
FIPS Code	033	12
Metropolitan or Micropolitan Statistical Area	Pensacola-Ferry Pass-Brent, FL Metro Area	

<sup>1</sup>: Includes data not distributed by county.

(a) Includes persons reporting only one race.  
(b) Hispanics may be of any race, so also are included in applicable race categories.

D: Suppressed to avoid disclosure of confidential information  
F: Fewer than 100 firms  
FN: Footnote on this item for this area in place of data  
NA: Not available  
S: Suppressed, does not meet publication standards  
X: Not applicable  
Z: Value greater than zero but less than half unit of measure shown

Source U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, Census of Population and Housing, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits, Consolidated Federal Funds Report  
Last Revised: Thursday, 22-Apr-2010 08:34:33 EDT

## G. Economic Profile

The Pensacola economy is strongly influenced by the U.S. Department of Defense (Naval Education and Training Center) and a growing tourism sector (long-term). Healthcare and government are two other large employers in the County. The County has projected unemployment rate projected at approximately 10.8% for August 2010. (U.S. Bureau of Labor Statistics)



The average property value in Escambia County is \$57,100 (US Census 2000).

The critical role of small business in the Escambia County economy has been highlighted in the Escambia County Long Term Recovery Plan (2004) that was prepared following Hurricane Ivan.

Several goals address the vulnerability of businesses to disasters. Among the goals are:

Business Infrastructure Assistance

Develop a Spec Building to Attract New Business Enterprise

Develop a Network of Small Business Incubators

Waterfront Development and Revitalization

The resiliency of businesses to disasters is the focus of Emergency Support Function (ESF) 18 – Business and Industry.

The following tables provide an economic look at our community, the dollars spent, the earnings, and population demographics, all of which identify how storms could impact our community economically if any one industry or demographic area is impacted in a disaster. The economic struggle in disasters and the impacts of such can be significant.

(Section Intentionally Blank)

# Escambia County

Florida's 18th most populous county  
with 1.7% of Florida's population



Population		
	Escambia County	Florida
Population (Census, Estimates, & Projections)		
1980 Census	233,794	9,746,961
1990 Census	262,798	12,938,071
2000 Census	294,410	15,982,824
% change 1990-00	12.0%	23.5%
2009 Estimate	312,980	18,750,483
% change 2000-09	6.3%	17.3%
% of change 2000-09 due to net migration	41.6%	63.1%
2010 Projection	312,492	18,773,356
% change 2009-10	-0.2%	0.1%
2015 Projection	320,787	19,881,179
% change 2010-15	2.7%	5.9%
% of 2009 population		
Under 18 years of age	22.6%	22.1%
Over 64 years of age	14.9%	17.5%
Median age (2009)	38.1	40.4
Persons per square mile (2009)	473	348

Households and Family Households		
	Escambia County	Florida
Households		
Total households, 2000 Census	111,049	6,338,075
Total households, 2009	120,045	7,477,339
% change 2000-09	8.1%	18.0%
Family households, 2000 Census	74,163	4,210,760
% with own children under 18	44.7%	42.3%

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption.

Existing Single-Family Home Sales		
	Escambia County	Florida
Percent Change in Homes Sold		
2001-02	15.7%	9.9%
2002-03	17.0%	13.1%
2003-04	11.0%	10.7%
2004-05	7.2%	2.6%
2005-06	-18.0%	-27.8%
2006-07	-19.4%	-29.2%
2007-08	-23.4%	-4.3%
2008-09	-5.6%	31.4%
Percent Change in Median Sales Price		
2001-02	5.6%	8.8%
2002-03	4.8%	11.8%
2003-04	12.2%	17.1%
2004-05	23.1%	29.2%
2005-06	2.7%	5.6%
2006-07	-0.5%	-5.5%
2007-08	-5.5%	-19.8%
2008-09	-6.4%	-24.0%

Note: Home sales data are calculated for Metropolitan Statistical Areas (MSAs). Data shown here reflect the value for the MSA in which the county is located.

Housing		
	Escambia County	Florida
Housing Counts		
Housing units, 2000 Census	124,647	7,302,947
Occupied	111,049	6,337,929
Owner-occupied	74,987	4,441,799
% owner-occupied	67.3%	70.1%
Renter-occupied	36,062	1,896,130
% renter-occupied	32.7%	29.9%
Vacant	13,598	965,018
% vacant	10.9%	13.2%
Units Permitted		
2000	1,388	161,076
2001	2,483	169,171
% change 2000-01	78.9%	5.0%
2002	2,147	186,503
% change 2001-02	-13.5%	10.2%
2003	2,984	215,488
% change 2002-03	39.0%	15.5%
2004	2,484	254,026
% change 2003-04	-18.8%	17.9%
2005	2,598	284,120
% change 2004-05	4.6%	11.8%
2006	1,866	219,087
% change 2005-06	-28.2%	-22.9%
2007	1,050	122,300
% change 2006-07	-43.7%	-44.2%
2008	857	81,088
% change 2007-08	-37.4%	-50.1%
2009	522	32,615
% change 2008-09	-20.5%	-46.6%
Total Units Permitted 2000-2009	18,179	1,705,474

State Infrastructure		
	Escambia County	Florida
Transportation		
State Highway		
Centerline Miles	264.6	12,093.1
Lane Miles	854.4	42,541.8
State Bridges		
Number	114	6,549
State Facilities		
Buildings/Facilities		
Number	49	3,953
Square Footage	623,517	56,956,904
State Lands		
Conservation Lands		
Parcels	107	37,323
Acreage	5,885.6	3,360,212.8
Non-Conservation Lands		
Parcels	77	8,082
Acreage	2,398.6	254,398.2

**Average Annual Employment, % by Category, 2009 preliminary**

	Escambia County	Florida
Natural Resources & Mining	0.2%	1.3%
Construction	6.5%	5.5%
Manufacturing	3.9%	4.5%
Trade, Transportation and Utilities	19.1%	20.4%
Information	1.9%	2.0%
Financial Activities	6.1%	6.7%
Professional & Business Services	12.3%	14.6%
Education & Health Services	18.2%	14.3%
Leisure and Hospitality	10.9%	12.7%
Other services	3.5%	3.2%
Government	17.5%	14.8%

**Employment by Industry**

	Escambia County	Florida
All Industries	\$36,509	\$40,973
Natural Resources & Mining	\$25,354	\$22,673
Construction	\$37,207	\$41,500
Manufacturing	\$51,264	\$50,094
Trade, Transportation and Utilities	\$31,081	\$36,468
Information	\$45,161	\$59,026
Financial Activities	\$43,379	\$64,910
Professional & Business Services	\$40,331	\$48,200
Education & Health Services	\$43,530	\$43,253
Leisure and Hospitality	\$14,610	\$20,994
Other services	\$25,641	\$29,372
Government	\$41,601	\$47,365

**Labor Force as Percent of Population Aged 18 and Older**

	Escambia County	Florida
1990	62.5%	64.4%
2000	58.7%	63.4%
2009	57.3%	62.7%

**Labor Force**

	Escambia County	Florida
Unemployment Rate		
1990	5.9%	6.3%
2000	4.0%	3.8%
2009	9.8%	10.5%

**Financial Health**

	Escambia County	Florida
Poverty		
% living below poverty, 2008	16.0%	13.3%
% ages 0-17 living below poverty, 2008	23.1%	18.4%

	Escambia County	Florida
Personal Income (\$000s)		
2000	\$6,981,912	\$466,644,105
2001	\$7,362,351	\$487,503,637
% change 2000-01	5.4%	4.5%
2002	\$7,583,144	\$508,401,577
% change 2001-02	3.0%	4.3%
2003	\$7,851,916	\$531,215,779
% change 2002-03	3.5%	4.5%
2004	\$8,351,995	\$582,787,302
% change 2003-04	6.4%	9.7%
2005	\$8,845,572	\$633,198,348
% change 2004-05	5.9%	8.7%
2006	\$9,578,956	\$690,273,244
% change 2005-06	8.3%	9.0%
2007	\$9,906,735	\$713,489,865
% change 2006-07	3.4%	3.4%
2008	\$10,161,418	\$719,707,709
% change 2007-08	2.6%	0.9%

	Escambia County	Florida
Per Capita Personal Income		
2000	\$23,685	\$29,080
2001	\$24,637	\$29,810
% change 2000-01	4.0%	2.5%
2002	\$25,299	\$30,479
% change 2001-02	2.7%	2.2%
2003	\$26,083	\$31,283
% change 2002-03	3.1%	2.6%
2004	\$27,677	\$33,540
% change 2003-04	6.1%	7.2%
2005	\$29,244	\$35,605
% change 2004-05	5.7%	6.2%
2006	\$31,377	\$38,161
% change 2005-06	7.3%	7.2%
2007	\$32,741	\$39,036
% change 2006-07	4.3%	2.3%
2008	\$33,561	\$39,064
% change 2007-08	2.5%	0.1%

	Escambia County	Florida
Personal Bankruptcy Filing Rate (per 1,000 population)		
2000	4.44	4.45
2009	3.63	4.97
State Rank	34	NA

Note: Florida numbers exclude Miami Dade County.

**Earnings by Place of Work**

	Escambia County	Florida
Earnings (\$000s)		
2000	\$5,686,211	\$312,145,165
2001	\$5,880,809	\$325,018,624
% change 2000-01	3.4%	4.1%
2002	\$5,991,317	\$340,360,544
% change 2001-02	1.9%	4.7%
2003	\$6,251,374	\$361,091,583
% change 2002-03	4.3%	6.1%
2004	\$6,674,709	\$389,502,660
% change 2003-04	6.8%	7.9%
2005	\$7,028,330	\$423,331,870
% change 2004-05	5.3%	8.7%
2006	\$7,516,798	\$452,353,587
% change 2005-06	6.9%	6.9%
2007	\$7,733,114	\$460,365,819
% change 2006-07	2.9%	1.8%
2008	\$7,825,195	\$455,176,422
% change 2007-08	1.2%	-1.1%

**Quality of Life**

	Escambia County	Florida
Educational attainment		
Persons aged 25 and older		
% HS graduate or higher	82.1%	79.9%
% bachelor's degree or higher	21.0%	22.3%

	Escambia County	Florida
Crime		
Crime rate, 2009 (index crimes per 100,000 population)	4,952.1	4,397.5
Admissions to prison FY 2008-09	1,209	39,354
Admissions to prison per 100,000 population FY 2008-09	386.3	209.9

**State and Local Taxation**

	Escambia County
2009 Ad Valorem Millage Rates	
County	7.0205
School	7.8600
Other	1.6121
Total	16.3926

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July 2010 version 2

Report Format:  
 Table 1: Geography selected at the 2-digit NAICS code level

**Escambia County, FL**  
**Table 1: Selected Statistics by Economic Sector: 2007**  
**2007 Population: 306,407**

[NOTE: Data based on the 2007 Economic Census and the 2007 Nonemployer Statistics. For information on confidentiality protection, sampling error, nonsampling error, and definitions, see [Survey Methodology](#). Data in this table represent those available when this report was created; employer and nonemployer data may not be available for all NAICS industries or geographies. Data in this table are subject to employment- and/or sales-size minimums that vary by industry.]

2007 NAICS code	Industry description	Establishments	Sales, shipments, receipts, or revenue (\$1,000)	Annual payroll (\$1,000)	Number of employees	Nonemployer establishments	Nonemployer sales, shipments, receipts, or revenue (\$1,000)
31-33	Manufacturing	191	2,117,030	253,441	5,152	248	16,959
44-45	Retail trade	1,233	4,055,667	374,344	16,777	1,750	77,070
51	Information	115	N	109,779	2,778	218	7,146
61	Educational services	46	18,615	4,877	234	417	7,181
71	Arts, entertainment, and recreation	90	70,159	19,307	1,298	921	22,819
72	Accommodation and food services	534	493,882	137,156	11,014	293	38,836

Source: U.S. Bureau of the Census, 2007 Economic Census

D: Withheld to avoid disclosing data for individual companies; data are included in higher level totals.  
 N: Not available or not comparable.  
 Q: Revenue not collected at this level.  
 r: Revised.  
 S: Withheld because estimate did not meet publication standards.  
 s: Sampling error exceeds 40 percent.  
 X: Not applicable.  
 Z: Less than half the unit shown.  
[Additional symbols](#)

### III. Concept of Operations

#### A. General Overview

Section 252.35(a), Florida Statutes, requires the Comprehensive Emergency Management Plan to address minor, major and catastrophic disasters. These levels of disaster are defined as:

**Minor Disaster:** A disaster that will likely be within the response capability of local government and will result in only a minimal need for State or Federal assistance.

**Major Disaster:** A disaster that will likely exceed local capability and require a broad range of State and Federal assistance. The Federal Emergency Management Agency (FEMA) will be notified and potential Federal assistance will be pre-dominantly recovery oriented.

**Catastrophic Disaster:** A disaster that will require massive State and Federal assistance, including immediate military involvement. Federal assistance will involve response, as well as, recovery assets.

Section 943.312, Florida Statutes, established seven Regional Domestic Security Task Forces' (RDSTF) for the purpose of providing a regional approach to planning, training and policy development to protect communities against the threat of terrorism. Escambia County is a member of RDSTF Region I. The RDSTF will provide law enforcement support and assistance to local jurisdictions in the event of a catastrophic incident of any type.

## **B. Organization**

### **Normal Operations**

Whether during day-to-day operations or during a declared local state of emergency, County staff work at the pleasure of the Board of County Commissioners (BCC). Staff answer and work directly for the County Administrator, who in turns reports to the BCC. The County organizational structure constantly is being adjusted for improved efficiency and effectiveness, but a current organizational structure can be located in Appendix I.

### **Disaster Operations**

Escambia County Ordinance Chapter 37 authorizes the creation of the Comprehensive Emergency Management Plan (CEMP), which was created and is maintained by the Bureau of Public Safety, Division of Emergency Management.

The CEMP is a multi-jurisdictional, multi-organizational plan that defines the structure, the administration, the activities, and the programs that will support disaster preparedness, response, recovery, and mitigation within all jurisdictions of Escambia County in support of the State of Florida CEMP and the Florida Division of Emergency Management. The CEMP and all EOC operations are National Incident Management System (NIMS) compliant. The City of Pensacola, BCC, and Escambia County Sheriff's Office formally adopted NIMS as their operational system, and all of the organizations listed within the CEMP have all agreed to operate utilizing NIMS in support of the Emergency Operations Center (EOC), the CEMP, and the actions taken to protect the community. The BCC adoption is located in Appendix O.

Within the parameters specified in County Ordinance Chapter 37, section 37-35, the following people have the ability to declare a State of Local Emergency:

- Chairperson, Board of County Commissioners
- Vice Chairman, Board of County Commissioners
- Members of the Board of County Commissioners
- County Administrator

The Declaration of a Local State of Emergency will automatically activate the CEMP. Whether or not the EOC is activated, will depend upon the situation. Activation of the EOC is not dependent upon a Local State of Emergency, or the activation of the CEMP. With a Local State of Emergency, the County also acquires additional powers to protect the life safety and welfare of the public as identified in F.S. 252.38(3)(a)(5)(g).

A "State of Special Emergency" can be declared by the Public Safety Bureau Chief. Under these circumstances, the CEMP is not specifically activated. This declaration is typically for situations that are impacted in smaller areas of the County, more localized in nature.

## **EOC Facility**

In the event of a Local State of Emergency, the EOC typically would be the operational center that the incident would be managed. The most critical response activities are coordinated from this facility for ANY potential or realized impact. So it is important to have a facility built with back-up systems in place so there would be no delay in services to the community. The facility itself was built with disaster impacts in mind. The facility was built with back-up systems that will allow the facility to operate in most hazardous situations under most conditions. Here is a brief description of the facility enhancements:

- Built to withstand hurricane force winds
- Primary back-up generator
- Secondary back-up generator
- Back-up water system
- Back-up sewer option
- Static and dynamic security features
- Decontamination shower system
- Back-up feeding option

The Public Safety Bureau Chief and Emergency Management Division Manager are responsible for the readiness of both the EOC and the CEMP to respond and provide support to any incident at a moment's notice. The EOC and the numerous representatives that make the EOC functional, can be operational within 15 minutes of being notified to activate. When activated, the EOC become the central point for coordination for operations, identification of needed resources, and administrative support, representing all jurisdictions within Escambia County.

## **Continuity of Operations (COOP)**

The Division of Emergency Management has developed a COOP for the EOC operations. In the event the EOC becomes impacted by disaster and is no longer usable space, the EOC will need to quickly relocate and resume response operations. Three alternate locations have been identified, evaluated, and use of those facilities planned for in the event the primary EOC is incapacitated. Those locations, in order or priority use:

Basement of Sheriff's Office (old EOC)  
Extension Services, Wind Mitigation Building  
Mobile One-Mobile Command Center

It will be critically important that each Emergency Support Function (ESF) develop communications and operations plans in support of these locations, as space in these locations will be at a premium. The current EOC can easily accommodate 100 or more people at a time. However, at these alternate locations, only one (1) ESF representative will be allowed at these facilities, and it will be critical that this one person/representative will be able to represent all of the ESF lead and support agencies in any incident. Each ESF must be able to communicate

and operate remotely through this one ESF position so that response is not hindered in any way.

A copy of the COOP SOP is maintained with the Division of Emergency Management.

## **Disaster Committee**

Operational relationships have been developed with over one hundred local government agencies and divisions, for profit and non-profit private organizations, and State agencies that are all represented when Escambia County fully activates the EOC. The EOC representatives are referred to as the Disaster Committee. Appendix B provides a listing of the Disaster Committee representatives.

Having so many different organizations, people, and jurisdictions coordinating for an incident requires a unified command structure to bring everyone together in one command structure that coordinates all aspects of disaster preparedness, response, recovery, and mitigation. The NIMS Incident Command Structure (ICS) provides that structure. Within the ICS, the ESF groups help bridge the gap between political and geographical boundaries for a more seamless response.

## **ESF Concept**

All of our Disaster Committee representatives are grouped by similar disciplines or skill sets, that crosses those jurisdictional lines. It allows those similar disciplines to work together, in a coordinate effort, which will maximize the utilization of limited resources to meet the needs of the community as a whole. Each ESF typically will be pursuing the same or similar missions and have the same or similar task responsibilities. Working within an ESF does not strip away any identities of the organizations nor their responsibilities to their own jurisdictions, nor does it lift any legal responsibilities or requirements of those organizations, it merely allows people and resources to work together to share information and resources to meet a common goal in protecting life safety, health and welfare, and property protection. Those ESFs will then fit into the ICS from which the Escambia County EOC operates, providing command and control for any incident.

Escambia County has identified eighteen ESFs, similar in number and function to the State of Florida. Each of the ESFs has an annex to this plan that identifies roles and responsibilities, from which all of the ESF lead and support agencies will work together to accomplish during a Local State of Emergency. Each ESF is responsible to coordinate their efforts before disaster impacts our community, developing their own plans, procedures, and policies as to how they will staff and operate within the EOC and how they will coordinate resources out in the field. These plans, procedures, and policies will be listed within each ESF Appendix as they are developed and utilized.

Though NIMS and ICS is a system that is scalable for any disaster event, the EOC as pre-identified a structure from which it will operate when activated. This allows all ESFs and organizations the opportunity to plan for their integration into this system and to understand the process, the reporting structure, and accountability. The structure is located in figure 12.

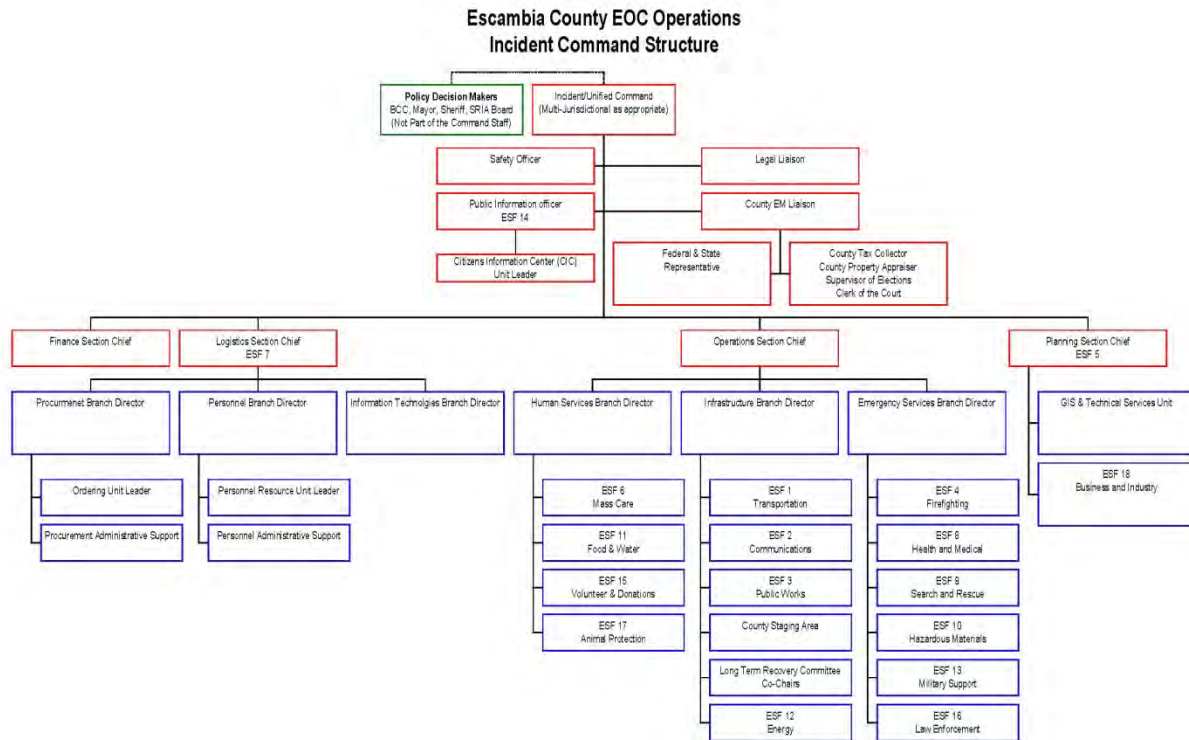


Figure 12

## EOC Activation

The activation of the EOC is not specifically referenced in local ordinance, however, for the purpose of providing guidance to potential authority, the CEMP is identifying those individuals capable of activating the EOC as follows:

- County Administrator
- Public Safety Bureau Chief
- Emergency Management Division Manager
- Designee of any of the above



Anyone may request the EOC to be activated from any of the authorized positions above, for an event that may be too large to manage from the field or if there are multiple jurisdictions present, or even if a planned event will impact several jurisdictions, such as a large air show. It will be up to the requestor to justify the need to those with the authority to activate the EOC.

The level of activation will be determined by the person authorizing the EOC activation and based upon the need and the scope of the situation. Again, much like NIMS, the EOC is scalable based upon the situation.

The Escambia County EOC utilizes three levels of activation:

Level 3: Monitoring Activation

Level 3 is typically a “monitoring” phase. Notification will be made to those Emergency Support Functions and/or Bureaus and organizations who would need to take action as part of their everyday responsibilities. The County Emergency Operations Center will be typically staffed with Public Safety Bureau Personnel only.

Level 2: Partial Activation

At this level, the EOC is activated with only the necessary primary and support Emergency Support Function personnel needed to handle a localized or short-term incident.

Level 1: Full Scale Activation

At this level, all primary and support Emergency Support Functions under the CEMP are activated. The EOC is activated with all personnel in response to a major incident/disaster and may remain activated at this level for several weeks.

Deactivation of the EOC will be determined by the Incident Commander (IC) in consultation with the EM liaison, the Public Safety Bureau Chief and any other EOC representatives as appropriate. Following any EOC activation, an After-Action Briefing and/or report will be generated that will identify activities and responsibilities for improvements wherever a need was identified.

## **General Disaster Responsibilities**

The following sections of the CEMP are designed to provide general parameters and responsibilities for the various EOC positions identified in the ICS as developed. This is not an all-inclusive list of responsibilities, nor does it preclude changes in policy, plans, and procedures as the situation may dictate or as the CEMP evolves. This CEMP is a plan, not a standard operating procedure document. Each ESF section will also include additional details to the roles and responsibilities of each ESF and the organizations listed as lead and support to those ESFs, again, they are designed to capture macro-level roles and responsibilities and those sections will not preclude any need for adjustment depending upon the situation or the incident.

## ICS Command and General Staff

Command is responsible for the overall control and management of the incident or event. It comprises the Incident Command(er) and General Staff. Figure 10 identifies the basic structure and chain of command for accountability.

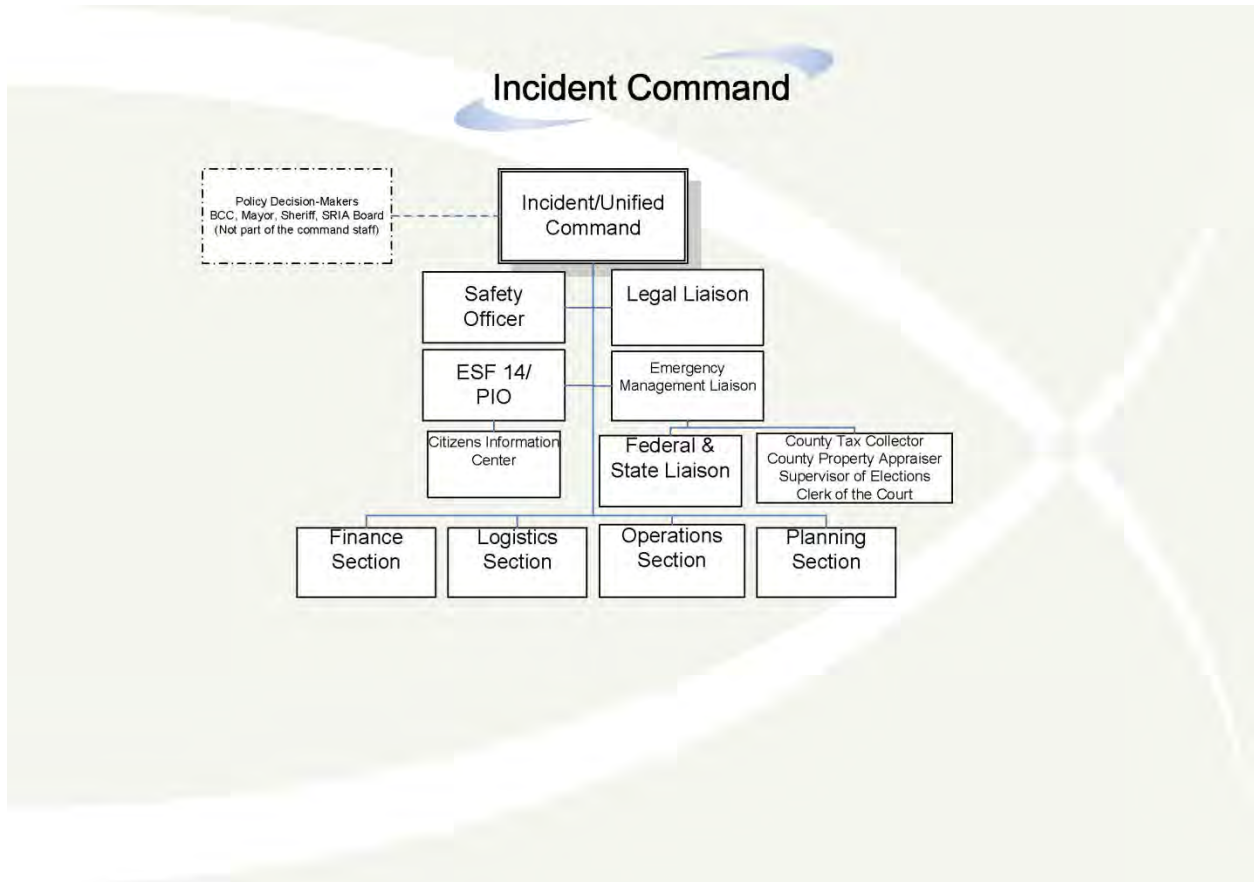


Figure 13

Responsibilities within the command group can be broken down into the following roles and responsibilities.

Command Group	Role and Responsibility (not all inclusive)
Board of County Commissioners	<ul style="list-style-type: none"> <li>• Declares a Local State of Emergency</li> <li>• Approves mutual aid agreements with other agencies</li> <li>• Approves memorandums of understanding with resource providers</li> <li>• Delegates Command and Control of the Emergency Operations Center to the County Administrator or designee.</li> <li>• Supports the overall EOC operation and the Incident Commander</li> </ul>

<p>County Administrator</p>	<ul style="list-style-type: none"> <li>• Is the Incident Commander for Local States of Emergencies. May delegate as appropriate</li> <li>• Keeps the BCC informed of all actions</li> <li>• Directs the activation and coordinates the operations of the EOC as it relates to preparedness, response, recovery, and mitigation activities in the best interests of all the jurisdictions and organizations involved in the EOC operations.</li> <li>• Manages and directs all Section Chiefs for the EOC operation.</li> <li>• Directs evacuations</li> <li>• Coordinates re-entry procedures</li> <li>• Sets the EOC schedule</li> <li>• Identifies those organizations and ESFs that will be required to staff the EOC</li> <li>• Identifies the operational periods</li> <li>• Sets the goals and objectives for each operational period</li> <li>• Approves the Incident Action Plans</li> <li>• Should meet periodically throughout the year with Section Chiefs and Command Staff to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> </ul>
<p>Public Safety Bureau Chief</p>	<ul style="list-style-type: none"> <li>• In a localized disaster, declares a State of Special Emergency</li> <li>• Acts as EM liaison to the IC in a Local State of Emergency providing programmatic guidance and expertise</li> <li>• May be the IC in a Special Emergency or become the EM liaison to the IC</li> <li>• Responsible to coordinate EOC preparedness, response, recovery, and mitigation activities of the EOC in a Local State of Emergency at the direction of the IC</li> <li>• Coordinates with State and federal liaisons in support of EOC operations</li> <li>• Coordinates with the local elected officials as it relates to sharing of information or meeting resource needs</li> <li>• Provide situation reports up through the chain of command</li> </ul>
<p>Emergency Management Chief</p>	<ul style="list-style-type: none"> <li>• Acts as EM liaison to the IC in a Local State of Emergency providing programmatic guidance and expertise</li> <li>• May be the IC in a Special Emergency or become the EM liaison to the IC</li> <li>• Responsible to coordinate EOC preparedness, response, recovery, and mitigation activities of the EOC in a Local State of Emergency at the direction of the IC</li> <li>• Coordinates with State and federal liaisons in support of EOC operations</li> <li>• Coordinates with the locally elected offices as it relates to sharing of information or meeting resource needs</li> <li>• Provide situation reports up through the chain of command</li> </ul>

Public Information Officer	<ul style="list-style-type: none"> <li>• Is the lead for ESF 14</li> <li>• Oversees the CIC operations</li> <li>• Develops accurate and complete information on the incident for dissemination to the media and the public</li> <li>• Develops news releases for IC approval.</li> <li>• Maintains close contact with media on public information and other PIOs</li> <li>• Coordinates all media activities and inquiries in the EOC and in the field.</li> <li>• Maintains the media room in the Public Safety facility for media representatives</li> <li>• Coordinates ALL PIO offices from all jurisdictions to maintain one consistent message.</li> <li>• Responsible to provide and coordinate a platform for and manage a Joint Information Center as the situation dictates.</li> <li>• Provide situation reports up through the chain of command</li> </ul>
Safety Officer-Risk Management Division	<ul style="list-style-type: none"> <li>• Monitors and coordinates the incident operations on behalf of all jurisdictions and organizations involved in the EOC response and advises the Incident Commander on all matters relating to operational safety</li> <li>• Provides Daily Safety Message in EOC briefings and for the Incident Action Plan</li> <li>• Provide situation reports up through the chain of command</li> </ul>
Organization Liaison's	<ul style="list-style-type: none"> <li>• State and Federal Government representatives' work through the EM Liaison for all matters related to the disaster response and recovery</li> <li>• Provide situation reports up through the chain of command</li> </ul>
Legal Representative Liaison-County Attorney	<ul style="list-style-type: none"> <li>• Drafts emergency resolutions and ordinances for Board approval</li> <li>• Provides legal review of all pertinent documents</li> <li>• Coordinates legal guidance to command structure and ESF agencies as needed and appropriate</li> <li>• Coordinates legal issues in the best interests of all organizations involved in the EOC response efforts</li> <li>• Provide situation reports up through the chain of command</li> </ul>

Table 2 – Escambia County Command and General Staff

The Command Staff function will be conducted in two ways: 1) as a Single Command (used when an incident occurs within a single jurisdiction, and there is no jurisdictional or agency overlap, and a single IC can be designated); or 2) Unified Command (UC) (used when there are multiple agencies and multiple jurisdictions, and a single set of objectives need to be developed to guide incident management).

It is important to note, that even though there is an incident commander or unified command structure in place, the structure itself is a coordination command and control structure. Each organization will maintain control of its own resources, staff, and general responsibilities to their own organizations. This command and control structure is a process from which this multi-organizational and multi-jurisdictional EOC can function with accountability and structure that will provide for a more coordinated and efficient response that will maximize the utilization of

resources at the local and regional level. And as such, the IC or UC in charge are merely coordinating resources in a cooperative manner to meet the needs of the community. At the same, there will be numerous resources within the command and control of the IC within their own organization, so it will be important to balance the line between EOC operational command and control authorities and organizational command and control authority while everyone works together for a common goal.

### Section Chiefs/Branch Directors

Section Chiefs and Branch Directors have management/supervisory roles and responsibilities in the ICS of the EOC. These positions are responsible to oversee and coordinate the functions of their Sections, Branches, the ESFs, and ultimately the coordination of all of the organizations represented in the EOC. These positions should be aware of all activities ongoing in the field and within their Sections much like people would in day-to-day roles and functions as Department Heads, Managers, and Supervisors working for their employer. The only difference in the EOC is that the EOC is formatted to be NIMS compliant and functions as a multi-jurisdictional, multi-organizational operation. All Section Chiefs, Branch Managers, and ESF leads must remember that the EOC represents all political and geographical jurisdictions within the Escambia County boundaries. The Section Chiefs and Branch Directors must coordinate with the ESFs to make sure all preparedness, response, recovery, and mitigation activities and data functions of the EOC are representative of all of the Escambia County jurisdictions, regardless of your employer.

Section Chiefs/Branch Directors	Role and Responsibility (not all inclusive)
Section Chiefs	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Directors to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Should meet with the IC periodically throughout the year to develop plans and procedures for how the EOC will operate.</li> <li>• Review summary situation report as generated by the Branch Directors and provide summary situation report to the IC as appropriate.</li> <li>• Responsible for the coordination of activities of the Branches and ESFs in response to the incident to accomplish the IC operational period objectives</li> </ul>
Branch Directors	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Should meet with the Section Chief periodically throughout the year to develop plans, procedures, and processes</li> </ul>

Table 3

## Operations Section

The Operations Section Chief is responsible for the coordination of all activities of the Section and subsequent ICS positions under the Operations Sections to include the Branch Directors, ESFs, and the individual lead and support organizations that make up each ESF supporting the EOC operations. The organizational structure depicted in figure 11, identifies the chain of command and responsibility for the people filling these positions. This structure also provides a level of accountability.

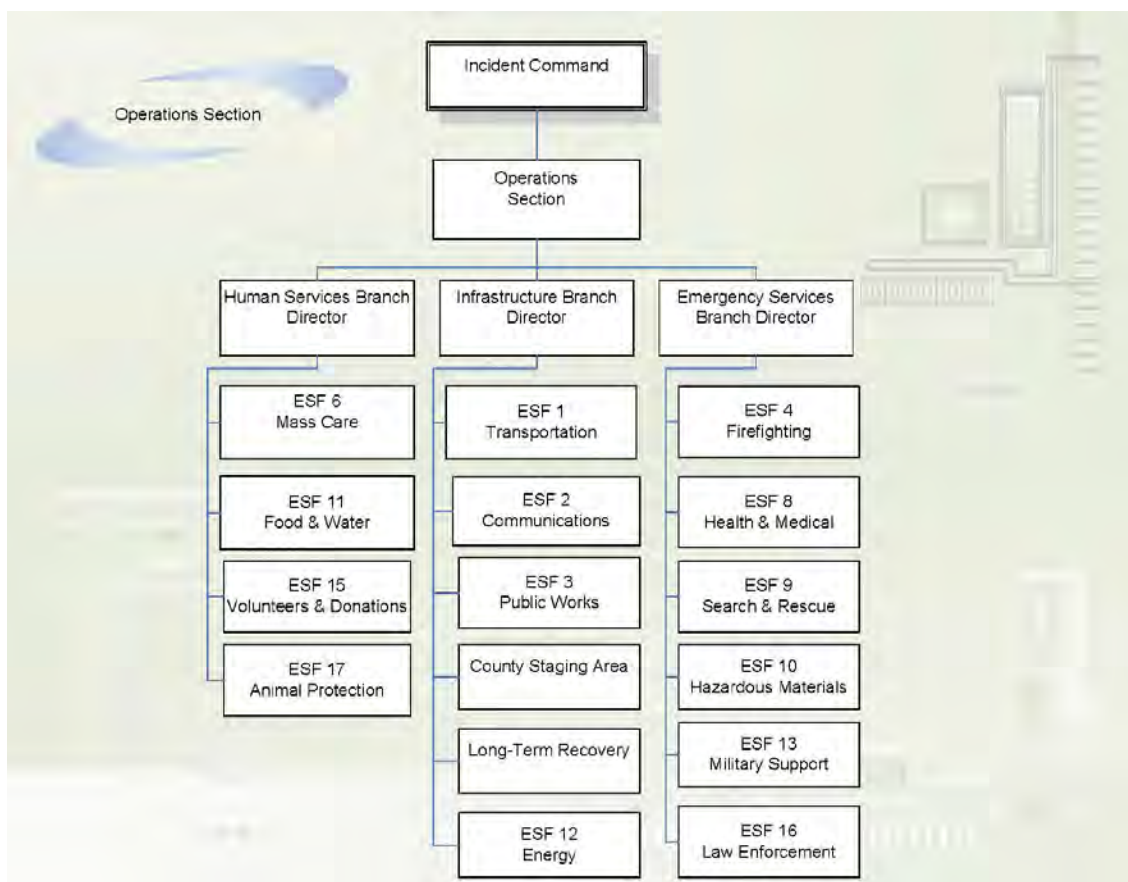


Figure 14

It will be important that the Operations Section Chief represents all jurisdictions impacted by the incident and each ESF and Branch must operate with that same approach. When reporting up the chain, the information must be cumulative and inclusive of all jurisdictions.

<b>Operations Section Chief</b>	<b>Role and Responsibility</b> (not all inclusive)
<b>Operations Section Chief-</b> Community & Environment Bureau Chief, Public Works Bureau Chief, Corrections Bureau Chief	<ul style="list-style-type: none"> <li>• Responsible to coordinate all operational activities as identified by the IC</li> <li>• Coordinate Section Chief Staffing as required by the IC.</li> <li>• Responsible to oversee and coordinate all activities of each Branch Director under the Operations Section.</li> <li>• Responsible to oversee and coordinate all activities of each ESF in the absence of a Branch Director</li> <li>• Responsible to report all organizational, ESF, and Branch activities up to the IC as appropriate and relevant to the situation.</li> <li>• Attend all planning meetings as scheduled</li> <li>• Schedule and facilitate any operational meetings as appropriate</li> <li>• Provide situation reports to the IC and other Section Chiefs for all Operations Section operations and activities</li> <li>• Should meet periodically throughout the year with Branch Directors and all ESF lead and support agencies to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Provide situation reports up through the chain of command</li> </ul>

Table 4

The **Emergency Services Branch** has responsibility for reducing the immediate hazard, saving lives and property, establishing situation control, and restoring normal conditions. Incident operations can be organized and executed in multiple ways, and will depend on the type of incident, agencies involved, and specific objectives and strategies of the incident management effort.

Table 5 outlines the key roles and responsibilities of the Emergency Services Branch in the Operations Section.

<b>Emergency Services Branch</b>	<b>Role and Responsibility</b> (not all inclusive)
Fire Service (ESF 4)	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Pre-position resources as necessary</li> <li>• Manage fire protection/suppression through ICS</li> <li>• Direct search and rescue operations</li> <li>• Provide initial damage and human impact assessments</li> <li>• Assist in evacuations</li> <li>• Assist in re-entry</li> <li>• Provide EOC support</li> <li>• Provide situation reports up through the chain of command</li> </ul>
Health and Medical (ESF 8)	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Request mutual aid from adjoining counties, as needed</li> <li>• Assess medical and public health needs</li> <li>• Coordinate mortuary services</li> <li>• Provide environmental health functions</li> <li>• Direct immunizations for disease control</li> <li>• Analyze medical impacts and resource requirements</li> <li>• Direct triage and transportation of injured victims</li> <li>• Coordinate with ECAT for transportation of persons with special needs</li> <li>• Coordinate sheltering of people with special needs with ESF 18</li> <li>• Provide EOC support</li> <li>• Notify hospitals regarding number of patients, severity of injuries.</li> <li>• Advise hospitals of hazardous materials involved in incidents and decontamination requirements</li> <li>• Liaison's with community healthcare facilities</li> <li>• Oversee the operation of the Special Needs Shelter and all aspects associated with the operation.</li> <li>• Coordinate the transport of individuals requiring transport to the Special Needs Shelter</li> <li>• Coordinate the provision of facilities to serve as Special Needs Shelter(s) during activation</li> <li>• Provide situation reports up through the chain of command</li> </ul>
Search and Rescue (ESF 9)	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Manage and coordinate countywide search and rescue through ICS</li> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Secure local resources for locating, extracting and giving medical assistance to victims trapped in collapsed structures</li> <li>• Conduct preliminary needs assessment during response phase</li> <li>• Provide situation reports up through the chain of command</li> </ul>



<p>Hazardous Materials (ESF 10)</p>	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Coordinate the notification and response of all agencies required to respond to an incident</li> <li>• Notify the State Warning Point and request State assistance when necessary</li> <li>• Ensure that hazardous materials are recovered and disposed of according to Federal and State regulations</li> <li>• Identify resource requirements to meet potential missions; maintain inventory of resources and capabilities to access resources</li> <li>• Provide situation reports up through the chain of command</li> </ul>
<p>Military Support (ESF 13)</p>	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Coordinate assistance provided by the Florida National Guard and Federal Military support</li> <li>• Provide liaison services to military installations and resources within Escambia County</li> <li>• Provide situation reports up through the chain of command</li> </ul>
<p>Law Enforcement (ESF 16)</p>	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Support impact assessments</li> <li>• Provide traffic control and road blocks</li> <li>• Provide security in impacted areas</li> <li>• Coordinates evacuation with the Branch Director</li> <li>• Provide door-to-door notifications of evacuation orders and directions as appropriate</li> <li>• Provide EOC support</li> <li>• Provide situation reports up through the chain of command</li> </ul>

Table 5

The **Infrastructure Branch** groups the Emergency Support Functions that address pre- and post-disaster preparedness, mitigation and operational readiness for infrastructure, including: Transportation (ESF 1), Communications (ESF 2), Public Works and Engineering (ESF 3) and Energy (ESF 12). Table 6 profiles the key agencies with a role and responsibility for Infrastructure.

<p><b>Infrastructure Branch</b></p>	<p><b>Roles and Responsibilities</b> (not all inclusive)</p>
<p>Transportation (ESF 1)</p>	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Coordinates all transportation resources for the County to meet mission objectives</li> <li>• Coordinates to meet transportation needs to and from shelters during an evacuation for those with no transportation options</li> </ul>

	<ul style="list-style-type: none"> <li>• Implement the County fuel management plan</li> <li>• Provides transportation for shelter operation resources</li> <li>• Provide situation reports up through the chain of command</li> </ul>
Communications (ESF 2)	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Coordinate the assessment of impacts on communication systems within the county</li> <li>• Coordinate the provision of communications with essential governmental agencies and operations within the county</li> <li>• Coordinates the operations of the emergency communications centers in the County</li> <li>• Coordinate to meet the communications needs of the EOC as appropriate</li> <li>• Provide situation reports up through the chain of command</li> </ul>
Public Works (ESF 3)	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Coordinate readiness actions for public buildings</li> <li>• Coordinate debris clearance</li> <li>• Coordinate damage assessments for public and private infrastructure and structures</li> <li>• Identify resource requirements</li> <li>• Coordinate road and bridge inspections</li> <li>• Monitor, provide for, and update traffic control needs</li> <li>• Develop, maintain and update annually an inventory showing the location of personnel, equipment and supplies on hand to accomplish recovery of the transportation infrastructure of Escambia County</li> <li>• Maintain a listing of construction contractors and engineering consulting firms with active County contracts who would be available to assist with infrastructure repairs</li> <li>• Coordinate recovery permitting process</li> <li>• Repair and restore public infrastructure as necessary</li> <li>• Monitor evacuation and re-entry traffic</li> <li>• Maintain and implement alternate evacuation route plans as appropriate</li> <li>• Monitor health and life-safety threats from infrastructure damage and provide warnings and information as appropriate</li> <li>• Provide situation reports up through the chain of command</li> </ul>
Energy (ESF 12)	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Maintain a power restoration priority list based upon the facilities required to provide sheltering, sanitary facilities, food, water, ice and other basic needs. This priority list shall be coordinated with the Division of Emergency Management, used and amended as the situation dictates, as a priority list for energy allocation</li> <li>• Coordinate with power companies to prepare and release public information regarding the power emergency through the JIC</li> <li>• Coordinate the gathering of information relative to fuel supplies within the county</li> <li>• Repair and restore energy service infrastructure</li> <li>• Coordinate the emergency supply of fuel within parameters</li> <li>• Coordinate the emergency supply of Natural and Propane Gas within parameters</li> <li>• Coordinate the provision of all petroleum fuels used by the County on</li> </ul>

	<p>a daily basis</p> <ul style="list-style-type: none"> <li>• Maintain a list of vendors in addition to the current vendor for purchase and delivery of fuels in an emergency</li> <li>• Coordinate Hurricane Fuel Plan to ensure ample fuel supplies and distribution to critical facilities and other sites deemed necessary</li> <li>• Provide situation reports up through the chain of command</li> </ul>
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Table 6

**The Human Services Branch** groups the Emergency Support Functions that address pre- and post-disaster preparedness, mitigation and operational readiness for social services and animal protection. Specific ESFs include: Mass Care (ESF 6), Food and Water (ESF 11), Volunteers and Donations (ESF 15), Animal Protection (ESF 17) and Special Needs (ESF 18). Table 7 identifies some key roles and responsibilities within the Human Services Branch.

<b>Human Services Branch (1)</b>	<b>Role and Responsibility</b> (not all inclusive)
Mass Care (ESF 6)	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Open, staff, manage, and demobilize shelters as coordinated through the EOC</li> <li>• Provide training for shelter managers</li> <li>• Register evacuees at shelters</li> <li>• Assist American Red Cross in locating facilities to be used as public shelters</li> <li>• Plan for emergency transportation needs</li> <li>• Coordinate refuges of last resort</li> <li>• Establish mobile and fixed feeding sites</li> <li>• Manage comfort stations</li> <li>• Coordinate feeding for special needs sheltering</li> <li>• Coordinate to meet the needs for any mass care issue in the community</li> <li>• Provide situation reports up through the chain of command</li> </ul>
Food and Water (ESF 11)	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Assess needs and requirements for food, water and ice distribution to the community</li> <li>• Coordinate food and water welfare services with relief agencies</li> <li>• Maintain list/locations of "points of distribution" (POD) with locations geographically appropriate</li> <li>• Develop operational procedures for PODs and coordinate resources with the State</li> <li>• Open, staff, manage, and demobilize PODs as appropriate</li> <li>• Annually survey County to identify suitable buildings and locations to serve as distribution sites, staging areas, warehouses</li> <li>• Maintain list of support personnel</li> <li>• Compile and maintain a list of vendors capable of supplying bulk food, water and ice</li> <li>• Coordinate with local and out of town relief agencies in providing emergency relief services. This may be coordinated with ESF 15.</li> <li>• Provide situation reports up through the chain of command</li> </ul>

Volunteers and Donations (ESF 15)	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Coordinate with the EOC to match up donated goods and services to meet individual unmet needs in the community</li> <li>• Coordinate all donated goods and services that come into the community</li> <li>• Identify and coordinate warehousing as needed for donated goods</li> <li>• Coordinate the distribution of goods and services to the community</li> <li>• Coordinate volunteers with other volunteer organizations to meet the needs of the community</li> <li>• Provide social service case management coordination through B.R.A.C.E.</li> <li>• Provide situation reports up through the chain of command</li> </ul>
Animal Protection (ESF 17)	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and Branch Director to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Coordinate to meet pet needs for special needs shelter clients</li> <li>• Identify, mobilize and deploy assessment representatives to determine the specific health and safety needs and priorities of animals</li> <li>• Coordinate response to support to aid in the relief of nuisance and health-related problems involving animals and their impact on human relief efforts.</li> <li>• Coordinate the acquisition of additional food and supplies from vendors to support the relief efforts</li> <li>• Carcass disposal</li> <li>• Provide assistance in the capture of injured and displaced animals</li> <li>• Shelter, care, and feed loose pets found in the community as necessary and appropriate, and reunite with owners</li> <li>• Coordinate the use of the equestrian center for potential use as an evacuation location for horses</li> <li>• Provide situation reports up through the chain of command</li> </ul>

Table 7

## Planning Section

The Planning Section is responsible for collecting, evaluating and disseminating planning information pertaining to the incident. This section maintains information and intelligence on the current and forecasted situation, as well as the status of resources assigned to the incident.

<b>Planning Section</b>	<b>Role and Responsibility</b> (not all inclusive)
Planning Section Chief- Development Services Bureau Chief	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support agencies and units or to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations</li> <li>• Coordinate staffing needs for the Planning Section</li> <li>• Develop and produce Incident Action Plan and Situation Reports as appropriate</li> <li>• Coordinate activities for the GIS Technical Services Unit and ESF 18 activities</li> <li>• Coordinate Planning meetings at the direction of the IC</li> </ul>

	<ul style="list-style-type: none"> <li>• Develop plans for the incident as appropriate</li> <li>• Provide situation reports up through the chain of command</li> </ul>
GIS Technical Services Unit	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all staff and Section Chief to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations and the Planning Section</li> <li>• Provide situation reports up through the chain of command</li> </ul>
ESF 18 Business & Industry	<ul style="list-style-type: none"> <li>• Should meet periodically throughout the year with all ESF lead and support organizations and Section Chief to develop plans, procedures, and processes to manage and coordinate response activities and responsibilities in support of EOC operations and the Planning Section</li> <li>• Develop communications network with local business community for the purpose of sharing information from the EOC to the businesses on community activities and from the community to the EOC on resource availability or community needs</li> <li>• Put the customer back in touch with the business providers</li> <li>• Develop plans and procedures for staffing and EOC operations</li> <li>• Provide situation reports up through the chain of command</li> </ul>

Table 8

The Planning section has three units and will be managed by the Development Services Bureau Chief. The three units are:

- Technical Services
- Documentation
- ESF 18

The Planning Section chief oversees all incident-related data gathering and analysis regarding incident operations and assigned resources, develops alternatives for tactical operations, conducts planning meetings, and prepares the Incident Action Plan for each operational period.

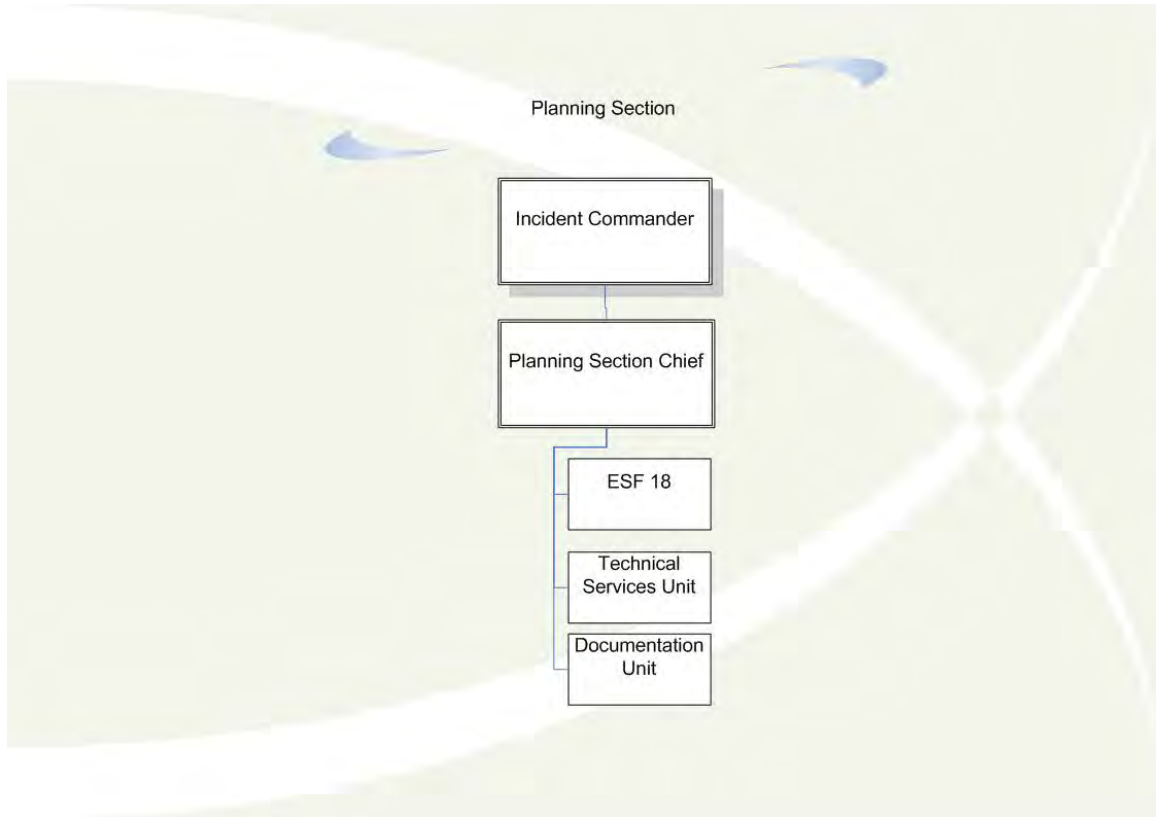


Figure 15

The Planning Unit collects all data from each Emergency Support Function as well as from external sources and serves as a conduit for the dissemination of that information within the EOC. The Planning Section is responsible for developing the operational periods' Incident Action Plan that will support the operational mission and goals of the County. The Unit will collect all damage assessment data. This unit will collect all impact assessment data and provide detailed geo-spatial analysis to support operational decision-making throughout the event. Details of the Planning Section are found in the ESF 5 Annex.

#### Four Phases of a Disaster



- 1.** Mitigation
- 2.** Preparedness
- 3.** Response
- 4.** Recovery

Figure 16

As represented by the circle in Figure 16, Mitigation, Preparedness, Response, and Recovery complete process for every disaster incident, no matter how big or how small. The starting point in this circle is open for debate; do you start with mitigation or end with mitigation? Ultimately, *just getting started* is the ultimate goal. For the sake of the CEMP and *just getting started*, the plan will begin with Preparedness.

## Logistics Section

The Logistics Section is led by the Logistics Section Chief, which is managed by the Purchasing and Human Resources Division Managers. Identifying a deputy Logistics Chief is encouraged when all designated units are established. When the incident is very large or requires a number of facilities with large numbers of equipment, the Logistics Section can be divided into three branches.

The Logistics Section is responsible for all support requirements needed to facilitate effective and efficient incident management, including ordering resources from off-incident locations. As set forth in the CEMP, the Logistics Section will coordinate with all of the ESFs, as appropriate, that have a significant role in managing logistics and resource support.

Details of the Logistics Section and resource management functions are found in Appendix Q. Table 9 outlines the key agencies that have a role and responsibility for Logistics and Resource Coordination under the CEMP.

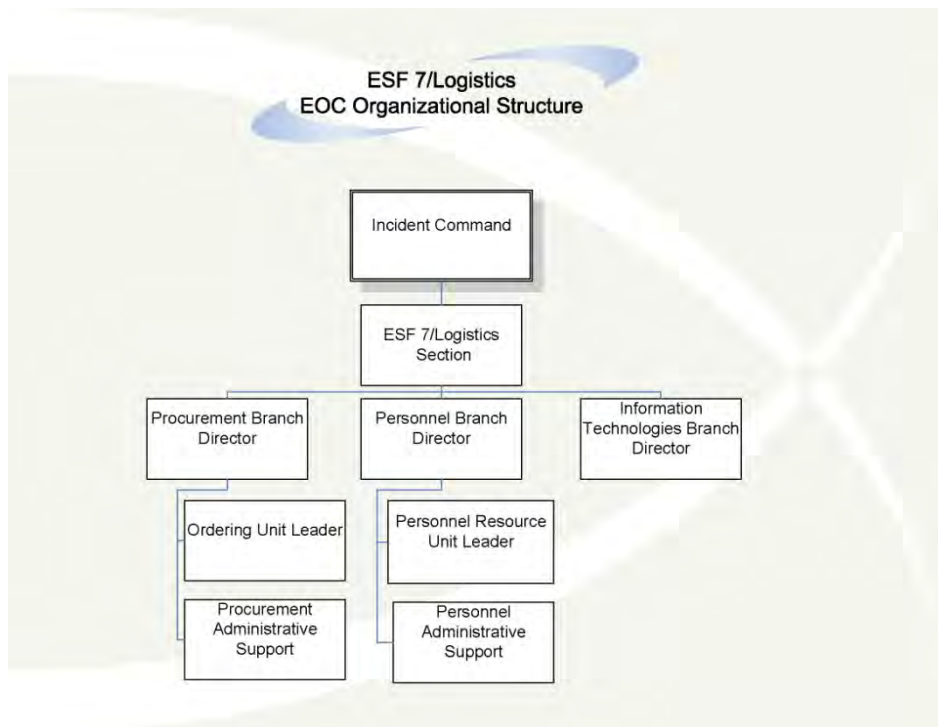


Figure 17

The County Purchasing Office has developed procedures for obtaining resources needed during disasters. A purchasing agent is assigned to the EOC to activate the procedures, secure resources and issue purchase orders. Essential items as well as prospective vendors have been pre-identified. The Purchasing Staff will work with County Bureaus and Divisions to provide resource support before, during and after a disaster event. General roles and responsibilities can be identified in table 9.

<b>Logistics Section</b>	<b>Roles and Responsibilities</b> (not all inclusive)
<b>Logistics Section Chief-</b> Purchasing Division Manager and Human Resources Division Manager	<ul style="list-style-type: none"> <li>• Responsible for logistics planning and execution.</li> <li>• Provides intelligence to Planning Section on requirements for Logistics based on the scope and magnitude of the disaster.</li> <li>• Manages the Logistics Section, in close coordination with the Command Group at the EOC</li> <li>• Coordinates with the CSA as resources come into the community</li> <li>• Responsible for proper staffing of the Logistics Section</li> <li>• Tracks resources that have been coordinated through the Logistics Section</li> <li>• Requisitions or contracts for supplies and Equipment.</li> <li>• Leases, rents or purchases needed MHE and other equipment requirements for the CSA and PODs.</li> <li>• Provides available space, buildings, etc. as may be required for emergency support operations.</li> <li>• Maintains records of all disaster expenditures for the County, and coordinates all disaster expenditures from other agencies and organizations as the central reporting point to the State.</li> <li>• Develops memorandums of understanding with vendors for essential items needed before and after a disaster</li> <li>• Provides staff to the EOC to coordinate resource requests</li> <li>• Identifies suppliers for critical resources</li> <li>• Coordinates staff for the CSA, PODs, and any other operation in support of ESF 11 and the CSA Manager</li> <li>• Develops procedures for obtaining resources needed during disasters. A purchasing agent is assigned to the EOC to activate the procedures, secure resources and issue purchase orders</li> </ul>
IT Branch	<ul style="list-style-type: none"> <li>• Provides IT support to the EOC and supporting staff and operations for all EOC organizations working in the EOC</li> <li>• Provides IT support to the alternate EOC locations and supports relocation (COOP) of all Bureaus and Divisions of the BCC</li> <li>• Maintains BCC network access and all BCC servers</li> <li>• Maintains backup servers</li> </ul>

Table 9

## Finance Section

Under NIMS, the Finance Section is established when there is a need for financial, reimbursement (individual and agency or department) and/or Management and Budget Services to support incident management activities (Figure 18). The Finance Section Chief will be the



County Management and Budget Services Bureau Chief. Table 10 depicts the organizational chart that supports finance and administrative responsibilities of a disaster event.

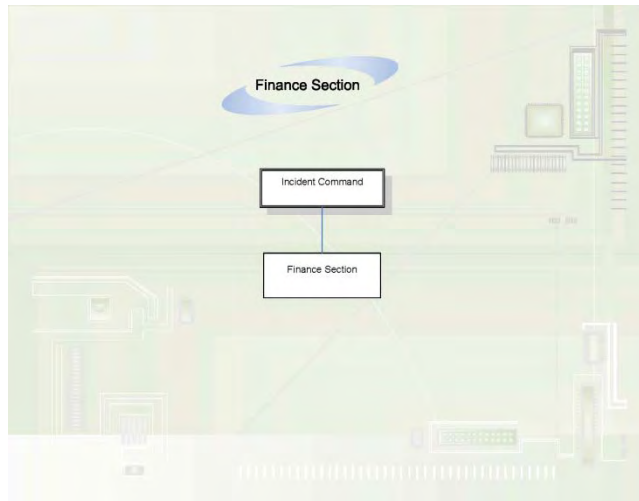


Figure 18

Finance/Administration Section	Role and Responsibility (not all inclusive)
Finance/Administration Section Chief- Management & Budget Services Bureau Chief	<ul style="list-style-type: none"> <li>• Manages and oversees the Finance and Administration Section</li> <li>• Will be the County Management and Budget Services Bureau Chief</li> <li>• Coordinates the damage assessment documentation and figures County-wide (public, Individual, and SBA) and coordinates the information with the Operations Section to seek potential presidential declaration</li> <li>• Coordinates relevant information with Planning Section for inclusion into briefings, incident action plans, and other documentation</li> </ul>
Management and Budget Services Department	<ul style="list-style-type: none"> <li>• Identifies funding for emergency expenditures</li> <li>• Maintains records of expenditures</li> <li>• Coordinates recovery actions with FEMA to include the DSR process</li> <li>• Provides training to EOC agencies for proper financial management during disasters</li> <li>• Keeps the Board and County Administrator informed of expenditure and reimbursement information</li> <li>• Establish deadlines for submission of appropriate forms and documentation for reimbursement procedures. Briefings and conference calls will be conducted as necessary to assist departments with reporting procedures</li> <li>• Coordinates staff to meet staffing needs for the Finance Section as directed by the IC</li> </ul>
Clerk of the Circuit Court	<ul style="list-style-type: none"> <li>• Coordinates preservation of vital County records</li> <li>• Provides financial information to the County, as requested</li> </ul>

Table 10

## **IV. PREPAREDNESS**

The key to successful response and recovery to disaster incidents is to maximize the effort in preparedness planning and training. The more the community is prepared, the easier it will be to recover and get back normal day to day activities. It is very important to keep in mind that it is not just the governmental jurisdictions responding to disaster, but every business and every individual. The four phases of disaster must include everyone in the community to be successful. Without everyone's participation and cooperation, each of the four phases of disaster becomes difficult to implement. The CEMP is not just a government disaster plan, but a community disaster plan.

### **A. Public Awareness and Education**

Public Awareness and Education are critical elements in getting our community prepared. Numerous programs and websites are loaded with information about preparing for and mitigating against disaster. The Public Safety Bureau and the Division of Emergency Management has a website, [www.bereadyescambia.com](http://www.bereadyescambia.com) that provides a plethora of preparedness and mitigation information for the general public.

### **B. Exercises**

Exercises are a key component in improving all-hazards incident management capabilities. The Public Safety Bureau regularly participates in a range of exercises, including multi-disciplinary and multi-jurisdictional exercises that are designed to improve integration and interoperability.

The Homeland Security Exercise Evaluation Program (HSEEP) is utilized for developing, delivering and evaluating exercises where appropriate and required. After-action reports using this HSEEP system with input from all those who participated will be used to identify improvements in processes and procedures. Those changes will result in updates or development of new plans, SOPs, and checklists as appropriate within a reasonable time after an exercise, or even an actual event.

At a minimum, the County will participate in the annual Emergency Management statewide hurricane exercise, but also participates with other regularly held exercises held by local hospitals and the regional airport in Pensacola. Other organizations typically hold exercises throughout the year, and as requested or as appropriate, various County organizations may participate. A record of actual incidents and exercises is maintained with the Division of Emergency Management.

### **C. Training**

Training is an ongoing effort by every Disaster Committee members' organization, not only in support of their daily responsibilities, but also in support of the EOC disaster response. Through

the Emergency Management industry at the federal, State, and local levels, additional training requirements are being implemented with on-line training and regularly scheduled classroom opportunities that support general understandings of disaster response to specific disaster response operations and incident management. All of the training efforts locally are consistent with the federal National Incident Management System (NIMS) and the Incident Command System (ICS) programs. Elements of the programs include:

1. Multi-disciplinary and multi-jurisdictional interaction, including involvement with private-sector and non-governmental organizations, during realistic exercises;
2. Standard courses on incident command and management, incident management structure, and operational coordination processes and systems;
3. Courses focused on discipline and agency-specific subject matter expertise;

With the implementation of the local training program, the NIMS requires minimum training to be completed by anyone that participates in disaster response based upon their roles and responsibilities. To meet these federal requirements, the County has committed to meeting these training requirements through a comprehensive local training program being developed and implemented locally. Currently, only federal requirements identify minimum standards for disaster response, but as additional requirements are added, the local training program will include those additional requirements as appropriate. NIMS requires the following training courses, as identified in the *Five-Year NIMS Training Plan, February 2008*, varying by response roles and responsibilities:

- ICS 100 – Incident Command Systems, An Introduction
- ICS 200 – Incident Command System for Single Resources and Initial Action Incidents
- ICS 300- Intermediate ICS
- ICS 400-Advanced ICS
- IS 700 – National Incident Management System (NIMS), An Introduction
- IS-701-NIMS Multiagency Coordination Systems (MACS)
- IS 702-NIMS Public Information
- IS 703 NIMS Resource Management
- IS 704 NIMS Communications and Information Management
- IS 705 NIMS Preparedness
- IS 706 NIMS Intrastate Mutual Aid, An Introduction
- IS 707 NIMS Resource Typing
- IS 800 – National Response Framework (NRF), An Introduction

Some of the other disaster development courses that can be coordinated through the Bureau include the following subject matter, though not all inclusive:

- Emergency Management Disaster Planning for Business, Industry, and Government
- Community Emergency Response Team (CERT)
- Damage Assessment

- Emergency Operations Center Support Staff Training
- Mitigation
- Debris Removal
- Human Needs/Services/Unmet Needs
- And many other job/function specific classes offered by local, State, and federal partners.

Working through the State training unit and FEMA on-line training program, many classes can be coordinated, requested, or taken on-line as the needs are identified through all of the ESF partners.

The State of Florida offers numerous training opportunities as identified at this link:

<http://www.floridadisaster.org/TrainingCalendar/courseinfo.asp>

FEMA offers numerous on-line courses as well and are identified here:

<http://www.training.fema.gov/IS/crslist.asp>

Local organizations or non-profits may offer additional training opportunities such as first aid or CPR, but are coordinated through those agencies directly. (i.e. Red Cross, etc.) With many private certification and licensure programs available through private businesses or local educational facilities.

#### **D. Memorandums of Understanding and Mutual Aid Agreements**

Developing Memorandums of Understanding (MOUs) and Mutual Aid Agreements (MAAs) have become the normal practice for many communities, not just for disaster resources, but also for daily normal operations. During disaster incidents, resources are typically short on supply, and heavy on demand. MAAs or MOUs help establish parameters and service expectations well in advance of disaster incidents, so that gaps in products and services can be identified and filled well before there is a need. Every Disaster Committee organization likely has numerous MOUs or MAAs supporting their disaster response efforts. Escambia County has several in place for daily emergency response and for disaster services. The Purchasing Division through the Logistics Section, has numerous contracts, purchase orders, and MOU documents in place ready to be put in service when needed.

Escambia County is also a signatory to the Statewide Mutual Aid Agreement (SMAA). This agreement allows counties to work through the State of Florida to request additional resources when there is a local need, or to provide resources to assist other communities. The assistance can be requested or provided to any community in the State of Florida. In same effort, at the federal level, there is an Emergency Management Assistance Compact, (EMAC) that allows States to request and offer up resource assistance when there are statewide significant disaster incidents. Escambia County has provided assistance to many counties in the State of Florida and to Mississippi during the aftermath of Hurricane Katrina in 2005. At the same time, Escambia County has been the recipient of assistance from other State counties as well as from

other state as far away as California. These agreements streamline the assistance process by already identifying financially responsible parties and the process for which reimbursements and coordination will occur.

All resource requests or offered resource support will be coordinated through the State's resource management system (EMConstellation). Each County has only a few people authorized to access this system so that requests can be managed and coordinated more effectively. This coordination will be managed locally by the Logistics Section. Internal processes and procedures to make requests for needs beyond the capabilities of the County work through the EOC incident management software.

The following is a list of some of the emergency response mutual aid agreements that are in effect for Escambia County related to emergency management. These agreements are available for review at the Public Safety Bureau.

- Escambia County, Alabama
- Santa Rosa County, Florida
- State of Florida
- Pensacola State College
- Civil Air Patrol
- Orange Beach, Alabama
- Escambia County Sheriff's Office (COOP)
- B.R.A.C.E.

Many other MOUs and purchase orders are in place through all of the Disaster Committee members. Some may be listed within each ESF section of the CEMP.

## **E. Notification and Warning**

As stated previously, the ECC/911 is our County's 24-hour warning point, also housed in the Public Safety facility, where the EOC is located. The warning point is on the same back-up infrastructure systems the EOC is on, to include the two back-up generators. In a worst-case scenario, should those generators both fail, the ECC also has radio and telephone equipment on uninterruptible power supplies.

Most incidents start with a 911 phone call. The ECC maintains standard operating procedures for notifications of first responders, EOC staff, and key BCC critical personnel for any particular type of event. These procedures are incident specific and identify specific notification priorities and actions to be taken based on the type of incident. Notification lists for any agencies and individual are maintained by the Public Safety Bureau for this process, which also includes protocols for notifications to the State Watch Office.

Beyond the initial emergency notifications implemented by the County Warning Point, Emergency Management will proceed to initiate additional notifications with first responders,

EOC disaster Committee Members, BCC critical staff, and follow up to make sure other communications have been conducted or updated to include the State Watch Office. Several tools are employed to contact people as appropriate, to include pagers, emails, cell phones, home phones, and any other communication tool available to specific individuals. Information of any potential or impending threat is provided to any and all relevant people in the response community, to include our EOC Disaster Committee.

An additional automated tool in the notification process is the ThreatNet weather system that receives weather watches and warnings electronically and automatically pages out those watches or warnings to selected groups. Email groups, "blast fax" groups have all been created to provide additional notification options.

With our internal notification system, we can activate the EOC within fifteen minutes of the decision.

Notifications and warnings to the public are accomplished in varying ways, depending on the persons that need to be warned and time available. The Public Safety Bureau Chief, Emergency Management Division Manager or the Incident Commander (IC) can initiate warning and notification procedures. The following list identifies warning and notification methods used during recent disaster incidents. Any or all of these may be used in the future:

1. Activation of the Emergency Alert System (EAS)
2. Information statements released to the local media
3. Public address systems of public safety vehicles
4. Door-to-door contacts
5. Dialogic Phone Messaging System
6. Activation of the cable override system
7. Social Networks
8. Website
9. Email groups

Persons in the threatened area with special needs are contacted by telephone or personal visit and notified of the situation. Transportation, if needed, will be coordinated for them if evacuation is required.

Local hotels, motels, Chambers of Commerce and the Tourist Information Center will assist in notification of tourists visiting the area. Most of the other warning systems previously listed would also reach most of the visitors in the County.

## **F. Continuity of Operations (COOP)**

Every Escambia County Bureau and Division has developed a Continuity of Operations Plan (COOP) to ensure that a viable capability exists to continue essential functions when their

primary facilities have been impacted by disaster. This includes a COOP for the EOC operations. These plans include processes for short or long-term situations. Planning for continuity of operations for the EOC is closely coordinated with the Comprehensive Emergency Management Plan (CEMP). Both plans and planning efforts:

- Fully integrate the planning and operational principles embedded in the National Incident Management Systems (NIMS);
- Are routinely exercised in an ongoing effort to identify and correct existing or potential flaws and weaknesses; and
- Address incidents that occur *with no warning*.

The Division of Emergency Management promotes the COOP concept wherever and whenever possible in the community not only to government organizations, but also to private businesses, non-profit organizations, and other organizations.

## **G. Pet Evacuation Planning**

It is strongly recommended by the Public Safety Bureau that people with pets who plan to evacuate have evacuation plans in place that include their pets. The message is provided through educational outreach programs that include expos, public speaking engagements, and the Bureau's website. It is highly recommended that evacuees identify a location in advance that will accept pets. It could be a friend or family member in or out of the area, or arrangements with one of many local boarding facilities or veterinarians, or one of the 1,500 hotel rooms in Escambia County that accept pets. The pet-friendly hotels are listed on the Public Safety website and are updated annually for ease of access. The site is located here: [http://bereadyescambia.com/pet\\_lodging.php](http://bereadyescambia.com/pet_lodging.php).

In the event that people have explored all other options, and still have an unmet need, the County has identified one pet shelter for people that have no other options available to them. There are specific limitations, rules, and procedures that pet owners must follow when utilizing this facility, and pre-registration is required. Any transportation needs to a pet shelter will be coordinated through ESF 1. There is a Pet Shelter plan that is maintained in the County's Animal Services Division and information about the process, requirements, and registration can be found at this site: <http://bereadyescambia.com/molinopetsshelter.php>.

## **H. Critical Facilities/Operational Infrastructure**

The Division of Emergency Management maintains a list of critical facilities utilizing input from other organizations. This information is updated annually. The list includes government offices, schools, shelters, police and fire stations, healthcare facilities, utility infrastructure, and major business suppliers.

This list can be utilized for a variety of different needs depending upon the circumstances. Typically, this list identifies those facilities that need to be prioritized for infrastructure restoration

efforts. We request from our sewer, water, and power companies to prioritize, as much as possible their recovery efforts to restore infrastructure services to types of facilities that provide critical services, such as hospitals, nursing homes, fire stations, police stations, etc.

The data is maintained locally within our GIS database for ease of reference. It is also provided to the State of Florida FDEM annually for their GIS database. Maps of our local and critical facilities with a vulnerability analysis are located within the LMS plan. That data can be found within the Escambia County LMS plan, located at this link: <http://www.myescambia.com/Bureaus/DevelopmentServices/2009LMSplan.html>. Or the plan may be acquired from the Escambia County Development Services Bureau. The latest version of the LMS plan was approved by FEMA on September 17, 2010, pending local adoption.

## **V. RESPONSE**

### **A. Concept of Operations**

Escambia County Ordinance Chapter 37 Section 37-35 identifies procedures to declare a “State of Local Emergency” or a “State of Special Emergency.”

There are several different governmental type organizations here within Escambia County, and each has authority over their own jurisdictions. They are:

- Escambia County
- City of Pensacola
- Town of Century
- Escambia County School District
- Emerald Coast Utility Authority
- Santa Rosa Island Authority

And along with the numerous private non-profit and for-profit organizations in the community, coordination of response actions is critical for life safety, property protections, and the local economy.

The Escambia County School District is a member of the Disaster Committee. If an event occurs that could affect closing of schools, information is relayed to the School District’s representative who, in turn, will notify the Superintendent. The final authority for closure of public school facilities in Escambia County rests with the Superintendent.

Closure of businesses poses a different challenge. The Escambia EOC, through ESF 14, will provide information to the local media providing recommendations to business owners about what actions they should take during an emergency, however, the final decision is left to the owner of the business. Public Safety staff will continue to work with local business and industry to involve them in preparedness and planning issues through ESF 18.



The Public Safety Bureau has developed standard operating procedures for coordination with the Community Response Teams from the State of Florida and local non-profit organizations that may be assessing the community needs and unmet needs.

BCC staff and all EOC staff must prepare their families for the potential threat and make sure their family plan is implemented appropriately, whether to evacuate or shelter in place. Some organizations within the Disaster Committee have plans for the sheltering of employees and their families, others do not. It is always the responsibility of EOC and BCC staff to make sure they and their families are prepared at home so staffing may be maintained to support EOC operations.

## **B. Evacuation Considerations**

To reduce loss of life and injury caused by disaster situations, evacuations of large areas in the community may need to be ordered. With each event, there are very different circumstances, and an evacuation decision in one may be different than the next. Every disaster situation must be weighed on its own merits and the conditions that surround the event. There is no “one size fits all” decision making process.

Many factors must be considered when making a decision to evacuate people from hazard areas. When people are evacuated, other hazards or negatively perceived consequences are created.

1. More people on the roads increase the risk of accidents.
2. Evacuation of elderly or those with medical conditions may put people at higher risk for injury or worsening their health conditions.
3. The cost to tax payers for implementing those evacuation orders and the support needed for that effort can be staggering.
4. The loss of revenue for local businesses when tourists and residents evacuate the area.
5. Individual expense for fuel and hotel stays and eating out when evacuated.
6. The potential of evacuating people so frequently that people start to ignore evacuation orders or do not evacuate at all when they may really need to do so. Though it is always best to err on the side of safety, there may be detrimental consequences when there is a high frequency of doing so.
7. Life-safety and property protection are the primary goals when deciding to evacuate people or not.

Some of the factors for consideration are as follows:

- Type of emergency
- Clearance time required to complete evacuation
- Evacuation routes
- Modes of transportation
- Shelter operations

Authority to issue evacuation orders typically rests with the Incident Commander based on the type of emergency. A localized incident such as a transportation accident may require an immediate evacuation order issued by the on-scene fire or law enforcement official. Larger scale emergencies affecting a greater area of Escambia County, such as threat from a hurricane, would still be decided by the Incident Commander, but with the input and support of several EOC representatives. The County Administrator/IC and/or the EM Liaison will be responsible to keep the Board of County Commissioners apprised of the situation.

### Type of Emergency

Evacuation can be the result of an incident affecting a large or small area of Escambia County. The area to be evacuated will be decided by the size of the incident. The number of persons that need to be evacuated will also depend on the type of incident.

### Clearance Times Required for Evacuation

Many evacuation situations do not provide pre-warning. The incident occurs and officials must take appropriate actions to mitigate the effects on public safety. During threats of hurricanes, there is normally time to order evacuation to ensure its completion before the arrival of the storm. However, response to the evacuation orders may not be as timely as hoped. Hurricane Opal's evacuation demonstrated what will happen if citizens wait too long to leave. In late 2010, the West Florida Regional Planning Council, in support of all the Regional Planning Councils in the State of Florida completed the Florida Statewide Regional Evacuation Study Program. This is the newest and most comprehensive evacuation study to date and will be utilized by the Division of Emergency Management in making evacuation decisions for the County for County-wide evacuations. This Study and subsequent information is maintained in the Public Safety Bureau.

### Evacuation Routes

Typically, the type of event will determine what will be utilized and identified as an evacuation route. In a small event, it could be neighborhood or town roads to a close evacuation shelter, in a larger scale event such as a hurricane, primary routes have been identified for potential community-wide evacuations. The predetermined hurricane evacuation routes can be found in Appendix E.

### Modes of Transportation

Primary means of evacuation will be by privately owned vehicle. The Escambia County Area Transit (ECAT) will be the primary mode of transportation to support those individuals with no other evacuation transportation. Transportation will only be provided to and from a public shelter as a primary mission to get people out of harm's way. School District buses and other local resources may be employed to supplement ECAT transportation as the situation arises.

Those persons with special transportation needs have previously registered with the Division of Emergency Management and their transportation needs will be coordinated between ESF 1 and ESF 8.

### Shelter Operations

Four types of shelters are used in Escambia County, Risk, Host, Pet, and Special needs. Risk shelters are those that have been identified as being built a little stronger that may provide a safer place for people to go in a tropical storm (windstorm) type event. Host Shelters are those that house people, but in more favorable weather conditions where wind damage is not a threat. Special Needs Shelter is for people with specific medical needs. And Pet shelters are for household cat and dog pets to offer pet owners an option for their evacuation needs.

Risk shelters may be needed during emergencies requiring evacuation. The Public Safety Bureau, West Florida Chapter, American Red Cross (ARC), and Escambia County School District have designated appropriate shelters for use during evacuations. ESF 6, Mass Care, is responsible for the operation of all public shelters, and ESF 8 is responsible for the Special Needs Shelter operations. None of the shelters identified will be vulnerable to storm surge from any category of hurricane, nor will they be found in a designated FIRM 100-yr flood zone. If necessary, procedures are in place to open “refuges of last resort” which are facilities that can provide a “last ditch” place to go when it really is too late to go anywhere else. Very limited resources are available at these locations, if at all, and persons would be moved to ARC shelters as soon as possible. Host shelters are potentially for the short or long-term needs of citizens where their homes have been or potentially will be threatened by a hazard other than tropical events. These host facilities are coordinated with the IC and the Red Cross and will usually be local community buildings such as; churches, community centers, or other government buildings. This will allow schools to remain open or re-open for the rest of the community following a disaster, putting one more piece of the community back in place and allowing people to get back to their normal lives as quickly as possible.

In the 2008 hurricane season, a Pet Shelter was introduced for those people who need to evacuate and have no other place to go with their pets. There are significant responsibilities on the pet owners should they utilize the pet shelter, which is collocated with a general population shelter. Depending upon the demand, additional locations may be identified for future use. A website with the pet shelter location and all the rules for access to the facility and registration forms can be found at <http://bereadyescambia.com/molinopetshelter.php>.

### **C. During Emergencies Other than Hurricanes**

The type of emergency will determine the extent of the evacuation. Evacuation routes will be decided, shelter and reception areas identified, and transportation requirements obtained when the extent of the emergency is known. The County maintains a list of “302” type hazardous material facilities that keep a minimum supply of specific hazardous materials on site.

Major roadways will be utilized as they are available. Public information will be provided to keep citizens advised of the overall situation. Normally this evacuation process is the most expedient as people have to move quickly and do not have time to prepare to leave. Firefighters and law enforcement officers announcing the evacuation will tell people if they have time to get pertinent personal items. They will inform the evacuees of the locations of host shelters or reception areas.

Vulnerable populations are impossible to determine since you are unaware of where an incident may occur. Public safety personnel that are familiar with certain areas will provide information about the population at risk.

#### **D. Re-entry Considerations**

Regardless of the type of emergency, persons who have been evacuated will not be allowed to re-enter the area until the area has been deemed safe. The on-scene commander of the incident or the County Administrator during hurricane threats will have the final authority for granting access to an evacuated area. Even persons with recovery responsibilities must have proper identification and approval before entering an evacuated area. The County will work as quickly as possible to allow persons back to their homes and businesses. Residents can assist by being patient and not blocking roadways needed to transport essential personnel and equipment into the area. Hurricane tides can damage bridges leading to both barrier islands. No one will be allowed onto either island until the bridges have been properly inspected. Any agency needing access to either location must gain permission from the EOC before returning to the islands. County policy can be found in Appendix V.

#### **E. Joint Information System**

The Joint Information System (JIS) provides the mechanism for integrating public information activities among Joint Information Centers (JIC), across governmental jurisdictions, and with private sector and non-governmental organizations.

The County has implemented and institutionalized processes, procedures and plans for its JIS and can be referenced in the Emergency Support Function 14 section of this plan.

When the EOC is activated, the County Administrator, or his/her designee, in concert with the Public Information Officer, may also activate the Joint Information Center (JIC). When the JIC is in operation, it serves as the central point for public information collection and dissemination. The JIC functions as part of the Command in the EOC and will coordinate the release of operational and non-operational information as appropriate.

Depending on the incident, representatives from each jurisdiction, agency, private sector organization, and non-governmental organization involved in incident management activities will be notified and asked to have their JIC representative respond to the EOC within a reasonable period of time. When the JIC is activated, the Public Information Officer or his/her designee will

notify media outlets that all media inquiries are to be directed to the JIC and that the JIC will be releasing media updates on a routine basis and when noteworthy incidents take place. Members of the media will not be allowed access to the EOC without proper escorts. Security personnel at the entrance of the EOC building will direct media personnel to the Media Room.

## VI. REFERENCES AND AUTHORITIES

### FLORIDA STATUTES CHAPTER 252.38

The specific responsibilities for Escambia County as outlined in Chapter 252 F.S. include:

- Establish emergency management agency
- Establishment of a primary and secondary EOC
- Enter into mutual aid agreements
- Declaration of a Local State of Emergency
- Develop emergency plans
- Utilize offices and agencies, including employees, property and equipment during disasters

Escambia County Emergency Management Ordinance Chapter 37 section 37-35 describes who can declare a state of emergency; control and coordination of emergency operations to include authorizing evacuations; curfews; prohibition of price gouging; providing emergency management plan; and providing the duties of the emergency management operation. A copy of this Ordinance can be found in Appendix A.

- State of Florida: Comprehensive Emergency Management Plan, 2010.
- State of Florida Rules 9G-6 and 9G-7 F.A.C.
- Local Comprehensive Emergency Plan Compliance Criteria, February 2001.
- Escambia County, Post-Disaster Re-Development Plan, August 1995.
- Escambia County: Local Mitigation Strategy, 2010

### **Specific plans that supplement the CEMP:**

One Gulf Plan, Sector Mobile Area Contingency Plan-2006

Major spill or leak involving hazardous materials – Escambia County Hazardous Materials Emergency Response Plan;

Region 1 Local Emergency Planning Committee Comprehensive Emergency Management Plan for Hazardous Materials-2006 (on file with the West Florida Regional Planning Council)

Airports – Pensacola Regional Airport: Airport Operations Plan.

Port of Pensacola Emergency Response Manual, May 2006

Escambia County Debris Management Plan-March 2010

Escambia County Temporary Housing Strategy

## **Standard Operating Guidelines/Procedures Supporting the CEMP:**

- Emergency Support Functions (ESFs), ESF 1 through ESF 19
- Emergency Operations Center
- HURREVAC 2000
- Dialogic
- Community Response (CR) Teams
- Emergency Satellite Communications System (ESATCOM)
- Severe Freeze/Cold Weather
- Comfort Stations
- Mobile One Command Center
- Refuge of Last Resort
- JFO, DRC's, Staging Areas and Distribution Points
- Damage Assessment
- Human Needs/Community Relations
- EOC Support Personnel/Agency Activation Plan
- Flood Warning Procedures
- Public Safety Bureau COOP
- Public Assistance/Infrastructure

## **VI. FINANCIAL MANAGEMENT AND VITAL RECORD PROTECTION**

The Management and Budget Services Bureau Chief is the primary contact for financial reporting and fiscal procedures for the Board of County Commissioners and coordinates with staff of the Clerk of the Circuit Court to update reporting and reimbursement procedures. The Management and Budget Services Bureau is the co-lead agency for ESF 7 (Resource Support) and acts as the Finance Section Chief. Each agency is responsible for developing and implementing procedures to provide for tracking and documentation of expenditures related to the disaster event. This will include compiling documentation and billing information for any mutual aid provided to other communities. The Management and Budget Services Bureau Chief will provide training to appropriate EOC staff and disseminate information relating to financial management of the disaster event.

The Management and Budget Services Bureau Chief will establish deadlines for submission of appropriate forms and documentation for reimbursement procedures. Briefings and conference calls will be conducted as necessary to assist bureaus with reporting procedures. Notifications for applicant briefings and coordination of financial impacts from other jurisdictions and eligible P.A. applicants will be coordinated by the Finance Section staff. If necessary, the Bureau Chief will request additional personnel to assist with financial management activities.

## **Preservation of Official Records**

The Clerk of the Circuit Court has the responsibility for preservation of Official Records housed on the first floor of the Escambia County Governmental Complex. These Official Records include deeds, mortgages, judgments, liens, satisfactions, military discharge records, court documents and other miscellaneous records. Most of the books housed in the Governmental Complex have been microfilmed. The original microfilm of the Official Records books is stored at Iron Mountain/National Underground Storage in Buyers, Pennsylvania. Prior to a hurricane, procedures are followed to protect books in the event of storm surge or flooding.

## **Preservation of Data Processing Records**

The Division Manager of Information Resources is responsible for the preservation of data processing records. System backups to tape are performed on a daily basis. These backups are a mix of data and complete system backups with the ability to be wholly or partially restored.

The Division of Information Resources maintains two data centers. One, the Courthouse Annex Data Processing Center (DPC) is located on the 2<sup>nd</sup> floor at 221 Palafox Place, Pensacola, FL. The other, the Public Safety Building Data Processing Center (DPC) is located at 6575 N. "W" Street, Pensacola, FL. Each DPC has its own backup system which can be configured to back up both locations if necessary in order to account for the Courthouse Annex DPC being in a Category 3 or above storm surge area. This provides immediate off site backup and storage. The tapes at both locations are safe from water damage, but minimum damage could occur from fire and heat.

The main systems located within the DPCs are used for such applications as Building Permits (including Code Enforcement ), E-mail, Calendar, GIS database and Document Management. Each DPC has the capability to run these applications at one location in case of an outage at the other.

A system identical to the system in use at the Board of County Commissioners Data Processing Center is installed at the Escambia County Public Safety Bureau Facility located at 6575 North W Street, Street, Pensacola, Florida and is used for such applications as Building & Permits (including Code Enforcement) and E-mail. This system serves as the offsite backup system to the BCC's system. Each system has the capacity to support the critical applications of both facilities simultaneously. In addition, a business recovery contract is in place for a distant remote location in the event the local facilities are not available.

Other districts and municipalities will be responsible for the financial tracking and reimbursement procedures for their municipalities in regards to documenting and obtaining eligible reimbursements from State or Federal government. This will also hold true for any agency or municipality when responding to another's request for assistance under a mutual aid agreement.

## Emergency Management Financial Programs

The Division of Emergency Management implements and maintains several Emergency Management enhancement programs, some dictated by law through State contract, some elected. Being prepared is key to a successful emergency management program. Several grant State and Federal grant programs allow some opportunity to enhance the community preparedness effort.

- Emergency Management Preparedness and Assistance Grant Program

This is a federal and state funded program that has both an annual base grant and an annual competitive program where funds can be used to enhance County emergency management programs. Each year the County receives base grant funds and applies each year to the competitive program. The County has been successful in receiving funding for several projects through the competitive program. None are on-going at this time.

- Hazardous Materials Planning and Prevention Program

This is a State funded grant program that helps to meet State law requirements to document and track various local businesses with certain levels of stored hazardous materials. This is an annual grant that we receive each year to perform these verification activities.

- Office of Grants and training, Department of Homeland Security Grant Program

This is a federally funded grant program that offers local governments minimal funding for training, exercises, and planning as it relates to domestic security.

- State Shelter retrofit Program

A State program offering funding to retrofit facilities that will be utilized as public hurricane shelters in an effort to meet statutory requirements to eliminate the shelter deficit across the State.

- Community Emergency Response Teams (CERT) and Citizen Corps

Federally funded grant programs designed to enhance the preparedness of citizens within the community. These grants offer funding to train and coordinate citizens to come together and provide immediate basic emergency aid to people and property until first responder help is able to arrive. It also offers opportunities for citizens to become trained volunteers to assist in disaster missions, primarily as a force multiplier for existing disaster volunteer organizations where appropriate. In some cases, local government may determine a need to utilize these volunteers. However, caution must



be taken in how these volunteers and groups are utilized, as legal responsibilities as it may relate to liability and workers' compensation coverage may be required, and responsibility assumed if these resources are utilized.

## VIII. RECOVERY

Recovery planning is a critical function in Escambia County's comprehensive approach to emergency management. Transitioning from response to recovery is a very blurred line. As long as the EOC is operational, the management structure will not change from one phase to the next. What will change is the level of activity of the ESF's. Some ESF's will start to slow down and get back to normal operations, and some ESF's will be gearing up. Those changes will depend upon the mission at hand and more detail as to responsibilities can be found within the ESF sections. The more the EOC winds down, the less of a role the ICS structure used in the response will be utilized and more individual daily organizational structures will creep back into the fray. With any disaster, the response will remain the same, protecting lives and property, whether there is a presidential declaration or not. Following Hurricane Ivan (2004), citizens of Escambia County engaged in an intensive, highly participatory planning process to identify projects and processes to promote community recovery, re-invigorate the economy and reduce future losses from major disasters. The Escambia County Road Map to Long-Term Recovery was produced in March 2005.

Long-Term recovery planning gives priority to:

Assessing the social and economic consequences in impacted areas from a major disaster or Incident of National Significance;

Assessing unmet needs (short and long-term) required to promote and sustain recovery; and

Identify responsibilities for recovery and provide a vehicle to maintain continuity in program delivery among government agencies, the private sector and non-government organizations.

Two phases of recovery are recognized in this Plan:

The **short-term recovery** phase starts immediately after the disaster impact and includes: restoration of essential services, damage assessment, preliminary impact assessment, identification of immediate and unmet needs, and begins to address these humanitarian and governmental impacts.

In the EOC, Operations Section Chief/Public Works Bureau Chief is the lead for the coordination of initial recovery (disaster assistance) efforts within the County, and is responsible for gathering the assessed needs of the community and coordinating with other agencies, organizations, and ESF's to meet those needs. The EM liaison position, Emergency Management Chief or Public

Safety Chief, is the point of contact with State and federal agencies for Escambia County disaster recovery programs and priorities.

The **long-term recovery phase** will essentially begin at the outset of a disaster and typically accelerates following the short-term recovery phase. Long-term recovery can last for years and will address issues related to economic redevelopment, long-term housing solutions, community values, quality of life issues and the incorporation of mitigation measures into long-term recovery programs.

As the EOC is demobilized, and the recovery effort shifts to normal staff duties, the Public Works Bureau Chief will take more direct responsibility for coordinating recovery activities with municipalities and State and federal agencies as appropriate; and acting as the liaison with the Disaster Field Office and State recovery staff as the EM liaison becomes less involved in the daily and long-term activities of recovery. This transition will be seamless and does not occur at any defined point in the recovery process. This transition occurs as emergency operations responsibilities becomes less integrated into the recovery activities and the recovery activities become more integrated into staff daily processes, programs, and responsibilities.

Additional staff will be brought into the recovery process at any stage within the process as needed and appropriate as the needs of the community and mission dictate. Multi-jurisdictional coordination with long-term recovery issues will be coordinated as appropriate and as jurisdictional communities may benefit, while taking advantage of economies of scale and limited resources. Not all activities will be coordinated. Each jurisdiction will continue to function individually except where those economies of scale can be leveraged. If situations are presented, those efforts will continue to be coordinated through the Public Works Bureau Chief.

Every EOC organization and support agency will potentially have a role in recovery whether individually or through coordinated efforts based upon the incident. The list of EOC participants can be found in Appendix G.

The Escambia County **Public Information Officer** will provide local media with detailed information on locations of recovery centers, distribution sites and other individual assistance programs. Pamphlets can be prepared to be distributed by personnel in damaged areas so citizens will know how to apply for assistance. The PIO will also coordinate with State and federal PIOs to disseminate information. The **Citizens Information Center** will provide information to callers on locations of recovery centers. They will also be able to provide tele-registration information as available.

## **A. Damage Assessment**

Planning Assumptions:

1. Staffing resources will be limited.
2. Vehicular resources will be limited.

3. Access to do assessments may be limited as a result of impacts. It may be necessary to revisit area periodically until access is viable. All areas should be assessed if at all possible.
4. Some structures may be uninhabitable.
5. Some structures may meet the 50% threshold for rebuilding to code. A process for documentation will be necessary for permit follow up.
6. Information/data should be coordinated with GIS.
7. Data will be needed quickly to pursue federal declaration.

Damage assessments include those actions that are undertaken to determine the nature and scope of damages to structures, facilities and infrastructure for the purpose of identifying and scaling the need for State and federal disaster assistance in the recovery phase and in an effort to document the need to support a presidential declaration, triggering federal financial assistance. A preliminary damage assessment will be undertaken by a host of organizations and will be coordinated and managed by ESF 3, which will report up through the EM Liaison to the State for a potential Federal Declaration.

ESF 3 will be responsible to provide information and coordinate necessary training for staff and other organizations as to how this information and data will be collected efficiently and effectively. Coordination will be initiated with all organizations eligible for the public assistance program to include private non-profit organizations as identified in the Public Assistance (P.A.) program.

ESF 3 will be responsible to coordinate all damage assessment estimates for public infrastructure and individual private property. The Engineering Department will focus on the public infrastructure, to include public and private non-profit infrastructure organizations in all jurisdictions. This will include CO-OP's, water utilities, roads and bridges, etc. Building Inspections will be the lead to initiate the County's Individual Assistance (I.A.) damage assessment process. ESF 3 will coordinate with all jurisdictions for the damage information within those jurisdictions for the two programs.

Damage estimates will be coordinated and summarized through ESF 3. This coordination will include setting up a program to gather and capture damage assessments within the first day or two after a county disaster impact. This survey will also provide documentation as to the level of damage and habitability of structures, potentially identifying substantially damaged property. All Detailed damage assessment information will also be provided to the GIS unit for mapping and archiving.

Accumulated and summarized data for both I.A. and P.A. from ESF 3 will be provided to the EM Liaison who will in turn coordinate and send the information to the State to document community damages and impacts in an effort to support a potential disaster declaration. This summary data will be provided to the Planning Section for inclusion in the Incident Action Plan.

The County is using geographic information system (GIS) to assist the damage assessment teams with details of property information, infrastructure and mapping. The Property Appraiser's Office will assist in providing estimates of loss and economic impact.

Should State or federal damage assessment teams respond to the County to verify damage assessment information, appropriate corresponding local representatives will accompany these teams during their assessments. These individuals will be familiar with damaged areas and will supply maps needed to complete the damage assessment process.

If the County qualifies, the State will coordinate with the Finance Section to make sure all P.A. eligible applicants are invited and aware of the Applicant's Briefing. After the briefing, each applicant files a notice of interest and will coordinate directly with State and federal staff.

Each eligible jurisdiction is ultimately responsible for their own damage assessment processes. It will important that ESF 3 coordinates and engages those organizations as it may relate to the acquisition of the data for summarizing and reporting.

## **B. Public Assistance**

The Public Assistance (PA) program provides program support to eligible local governments as well as certain private not-for-profit companies following a disaster to assist in the recovery and restoration of buildings, infrastructure and the removal of debris. The Management and Budget Services Bureau Chief/Finance Section Chief will maintain a list and notify local governments, non-profit agencies and other eligible applicants of scheduled Applicant's Briefings for the Public Assistance (PA) program. The briefing includes procedures for all aspects of financial management, personnel and record keeping that will be required for the various federal and State financial assistance programs.

All information is updated at a minimum of each year prior to the beginning of hurricane season (June 1). State and federal recovery personnel must advise the Bureau Chief/Finance Section Chief of these briefings so that agencies can be notified.

Ultimately, each jurisdiction and/or municipality is responsible for engaging the P.A. program and meeting all of the requirements for their own projects, either through the DFO or with the State P.A. program directly for all project worksheets and programmatic requirements. Escambia County will engage the P.A. program through the Management and Budget Bureau Chief as the primary coordination point, however, practically and operationally, each Bureau or Division will initiate and manage their own projects and project worksheets, from existing County staff, for projects that fall within their daily realm of responsibility. Each Bureau and Division staff will manage all aspects for project management as required by the County and the P.A. Program. Specific activities are assigned as described herein and will be responsible to the County Assistant Administrator.

Debris removal activities will be coordinated through ESF 3 for all jurisdictions and municipalities as appropriate. Burn sites as well as disposal areas have been pre-identified and the Public Information Officer will release information to the public as appropriate.

A debris management plan is maintained by the Solid Waste Division. Annually, these sites are inspected to see if they are available for use. They will work in conjunction with the Purchasing Department and the Contract Administrator as appropriate to activate debris removal and disposal contracts.

The County Risk Management Office coordinates all insurance actions pertaining to County property and provides guidance on the legality of safety issues, workers' compensation programs, and liability issues as it may relate to operational activities.

The Management and Budget Services Bureau coordinates all financial activities relating to recovery operations. The Bureau will work closely with the Clerk's office on financial tracking, grant management and payroll. If necessary, temporary staff will be hired to assist with records management, correspondence and follow-up on damage survey reports.

The Building Inspections Division will request assistance through the EOC for additional inspectors as needed during recovery and redevelopment activities. The County's Code Enforcement Officers will assist with identification of buildings that are not safe.

ESF 3, Public Works and Engineering, will also coordinate Public Assistance program efforts with regard to the repair and mitigation of public infrastructure immediately following the disaster.

Project Worksheets (PWs) will be filled out and mitigation will be included in the PWs for reimbursement from the State and federal government program. Each eligible applicant will be responsible for reimbursements and grants management within their own jurisdiction or organization. Specific programmatic rules and procedures can be found in FEMA Publication 322.

A P.A. SOP has been developed to provide general program processes and expectations with more specific responsibilities identified.

### **C. Human Services and Community Response**

Escambia County will work through the Public Works Bureau/Operations Section Chief and the Human Services Branch Director to represent the County BCC as it relates to community response, human needs assessment, etc. The Human Services Branch Director/Deputy Bureau Chief of Community Affairs will coordinate with and through Be Ready Alliance Coordinating for Emergencies (BRACE), the Community Organizations Active in Disaster (COAD) for community-wide response supported through a larger group of volunteer community groups and organizations with support from the other Branch ESFs where appropriate.

The Branch Director, in coordination with ESF 15 and the other Human Services Branch ESFs, is responsible for the following as it relates to human services and community response:

1. Gather intelligence to determine what the needs of the community are following a disaster event.
2. Coordinate with State and federal Community Assistance Teams as appropriate.
3. Identify the needs of the community.
4. Prioritize the needs.
5. Disseminate information as it may relate to various programs and resources available to people to include how to access those programs and resources.
6. Identify any available resources that can meet the identified needs of the community. This can be through donated goods and services, or merely identifying local businesses that can meet the needs of people through the promotion of commerce.
7. Coordinate and apply resources to the community needs.
8. Identify any unmet needs that remain.
9. Coordinate through the Logistics Section for additional resources as appropriate.
10. Request State assistance to meet any unmet needs.

ESF 15, through BRACE and the United Way will coordinate and facilitate numerous community groups, volunteer agencies, and government jurisdictions to assess and address the needs of the community immediately post event. The BRACE Recovery-Individual Assistance Committee plays a key role coordinating Long Term Recovery efforts by organizations affiliated with the National Voluntary Organizations Active in Disaster (NVOAD) and its partners as needed. BRACE coordinates information and operations from its seat in the EOC.

BRACE will also coordinate Community Response Teams as appropriate and available, in coordination with the Branch Director. These teams will be convened utilizing potential staffing resources of local and regional volunteer agencies, local, State and federal government organizations, or staffing offset by the Logistic Section as appropriate. These Community Response Teams will essentially be a field operation that will reach out and assess the needs of the community from a human needs perspective. With the data that is collected by these teams and reported back through ESF 15, and incorporating existing information from various ongoing operations such as damage assessment data, mass care operations, and other community outreach operations underway, the needs of the community will be identified and verified.

Initial assessments will not only identify the geographic areas most in need, but also prioritize efforts to pre-identified special populations. Working with the numerous non-profits and government social service programs, home bound, physical and cognitive impaired persons, transportation deficit populations, as well as many other organizations, unmet needs will be identified and solutions offered to efficiently and effectively as possible meet those needs. BRACE will work with these agencies to identify those most vulnerable populations pre-event to speed post-event resources to those special populations. BRACE will maintain contact

information for all the agencies and organizations involved with the community relations programs and coordinate lists of special needs populations annually to facilitate quick post-event assessment.

As the human needs assessments are compiled from field data, working with damage assessments data from the EOC and the GIS databases, the Community Response Teams will focus their efforts in fulfilling the immediate needs of the community prioritized by 1) the most impacted areas of the county, 2) addressing immediate life safety needs, 3) life safety needs that can be addressed over time, and 4) property protection issues.

Every three to five years, the United Way coordinates a comprehensive community assessment. This assessment includes organizations from all sectors with the primary purpose of identifying pockets of need as the local economy changes and the migration of special populations shift within the county, providing for unmet needs outside of disaster services. This utilizes the same geographic and demographic study information as used to identify areas as potential disaster assessment priorities.

Numerous organizations and government agencies participate in this community network, with months of strategy meetings pre and post-event with all the players involved to make sure economies of scale are taken advantage of and duplication of effort is kept to a minimum. Should there be a need to identify specific committees to address community unmet needs, ESF 15, through BRACE and the United Way may assist either by utilizing their existing organizational committees, or assist in the development of additional unmet needs committee that may address any unmet needs in the community as appropriate and requested either through the County EOC or through County Administration. Some of the organizations that currently assist with local community needs and may be a part of an unmet needs committee are listed here, though not all-inclusive by any means:

- Escambia County
- United Way of Escambia County
- BRACE (Be Ready Alliance Coordinating for Emergencies)
- Rebuild Northwest Florida, Inc.
- Florida Department of Children and Families
- Pensacola Bay Area Chamber of Commerce
- Escambia County Health Department
- Escambia County School District
- University of West Florida
- Pensacola State College
- North Florida Legal Services
- Escarosa Coalition for Homeless
- City of Pensacola
- American Red Cross of Northwest Florida
- Elected Officials
- And many others.

## **Immediate Unmet Needs**

Immediate unmet needs will be coordinated through ESF-15 and any committee as determined to be necessary. Through ESF 15 and all of its supporting community organizations and partners, ESF 15 will gather initial intelligence information from both the first responder field organizations and appropriate EOC ESF organizations that represent both the County and its municipalities, so that more detailed unmet needs assessments can be targeted and completed to maximize the efficiency and effectiveness of directing appropriate outreach efforts and distribution of available resources to meet any unmet needs in the County and its municipalities. United Way of Escambia County and BRACE, as co-leads, will establish procedures to match those disaster victims with identified unmet needs with appropriate support agencies and organizations throughout the county or through requests for assistance from the State. ESF-15 will also coordinate to ensure the proper storage and distribution of donated goods to support community unmet needs.

## **Mass Feeding**

Local service organizations, including the Salvation Army, American Red Cross and Southern Baptist Convention will coordinate with ESF 6 and 11 to establish feeding stations and distribution points as needs are identified.

## **Temporary Housing**

If temporary housing or living facilities are required, the Escambia County Neighborhood Enterprise Foundation, Inc. will coordinate with the appropriate local, State, federal and private agencies to identify resources that are available. Working with hotel/motel establishments, housing authorities and realty and property management companies, the EOC and appropriate agencies will identify available resources to meet the needs as appropriate.

Neighborhood Enterprise Foundation, Inc will maintain and implement a Temporary Housing Strategy (plan) to address the following:

1. A concept of operations that includes the organizations responsible for administering and maintaining the strategy;
2. A process and procedures for allowing the temporary placement of travel trailers as a housing resource within the County, including planning and zoning requirements;
3. A process and procedures for expediting the building permitting process wherever possible, related to the placement of travel trailers;
4. Identification of potential local rental resources, emergency shelter sites and mobile home group sites; and



5. Identification of resources and capabilities to administer a temporary roofing program;

#### **D. Essential Service Center/Disaster Recovery Centers**

An Essential Service Center (ESC) and a Disaster Recovery Center (DRC) are facilities established in, or in close proximity to, the community affected by the disaster where persons can meet face-to-face with represented government and non-profit agencies to:

1. Discuss their disaster-related needs;
2. Obtain information about disaster assistance programs;
3. Tele-register for assistance;
4. Learn about measures for rebuilding that can eliminate or reduce the risk; and
5. Request the status of their application for Assistance to Individuals and Households.

ESCs and DRCs are basically the same facility offering the same services, except that the ESC is a State run facility, pre-federal declaration, offering services and recovery programs from the State and local level government and non-profit organizations, and post-federal declaration, the name changes to a DRC, and it becomes a federal, State, and local operations with the inclusion of federal programs.

If the County IC has determined there is a significant enough impact and there are significant unmet needs in the community, the Operations Section Chief and Deputy Section Chief, will be the contact for all State and federal ESC/DRC coordination and who will request support in the form of an ESC or DRC to serve the county. The request for a ESC/DRC will be coordinated through the Logistics Section and EMConstellation. Discussions by relevant State, federal, and local representatives will come to an agreement as to the need, from which a decision to open an ESC/DRC or not will be made.

While a State or federal asset, ESCs or DRCs are considered a partnership between federal, state, and local governments as appropriate. The decision to open an ESC or DRC is based upon initial damage assessment and human services unmet needs within the county. Once it has been determined that an ESC or DRC will be opened in Escambia County, the State EOC will take the lead and should notify the County EOC of operational times. The State EOC will advise if there are resources the County may need to supply including staffing, to which the County will assist within its ability. Based upon those needs, the appropriate ESF's and support agencies within the County EOC operations will be coordinated to attempt to meet those needs.

The logistics section will support the ESC/DRC effort for resources as needed and directed. Non-profit, State, and local agencies and organizations that provide potential case management and resource support services to individuals will be coordinated to offer services in the ESC/DRC directly to people in need in support of State and/or federal programs set-up in the ESC/DRC. Those agencies will be coordinated through ESF 15 and the Operations Section Chief to try and provide "one-stop" shopping for people in need. Should the situation dictate

County personnel to be present to support the operations, the Operations Section Chief will identify available persons through current operational staff or work with the Logistics section to identify untapped human resources to support the ESC/DRC operations. Those staff will be contacted with instructions for work assignment at the time of the need utilizing the County's manpower pool program.

Utilizing the State's 2006 criteria for mobile and fixed DRC operational requirements, potential locations for staging areas, recovery centers and distribution sites are identified annually by the Public Safety Bureau, Division of Emergency Management pre-event and provided to the State DEM for record and reference. Both County and commercial facilities will be reviewed locally for potential sites. After a major or catastrophic disaster, the identified locations will be assessed to determine damages and if they can be utilized for DRC operations. Should they not be usable post-event, working with County and City facilities Divisions, ESF 18, local real estate firms, and the internet based on-line MLS system, alternate locations will be identified for potential ESC/DRC operations. A final list of alternate locations will be provided to the State EOC for consideration.

Operational set-up and staffing will be coordinated by the State and Federal governments with the County supporting wherever resources may be available at the time of the event.

The Public Information Officer will provide local media with detailed information on locations of service/recovery centers, distribution sites and other individual assistance programs in general, as well as those representative agencies locating in the ESC/DRC. The PIO will also provide the federal/State DRC/ESC manager with up to date information on services throughout the County as they are identified so that the information can be provided to citizens and they can be referred to organizations and agencies that may be able to assist beyond those located in the ESC/DRC.

## **E. Economic Redevelopment**

Economic Redevelopment will be coordinated through the County Office of Economic Development. The primary focus of Economic Redevelopment will be for the EOC to continue its effort, in coordination with the other local jurisdictions, to get the infrastructure open and up and running, and allow local businesses the opportunity to get their businesses back up and running as quickly as possible. This will include the effort to get schools up and running, as the time of year dictates, to assist parents with their effort to get back to work. Rebuilding what is still viable is critical. Any redevelopment of businesses or the business community as a result of damaged or destroyed infrastructure, buildings, or customer base will be the secondary effort and opportunity to build back better and stronger.

As the need may dictate post impact, economic redevelopment will take the effort of several organizations. This coordination effort will include, but not be all inclusive of the following:

Escambia County BCC, Economic Development Office

Pensacola Bay Area Chamber of Commerce  
Perdido Key Chamber of Commerce  
Pensacola Beach Chamber of Commerce  
Santa Rosa Island Authority  
City of Pensacola  
Town of Century Chamber of Commerce  
Town of Century  
African American Chamber of Commerce

A regional effort to economic development has been pressed locally, and should the disaster impacts be identified regionally, a regional effort for economic redevelopment should also be considered and coordinated with neighboring towns, cities, and counties as appropriate.

## **IX. MITIGATION**

Mitigation is a process in which a community can implement activities that can reduce or eliminate the impacts of future disasters incidents on human lives and property. Every organization has a community responsibility to educate each other on mitigation. Primary information comes from the Development Services Bureau, Public Safety Bureau, and the Local Mitigation Strategy through a preparedness educational program utilizing various mediums.

The Escambia County Post-Disaster Redevelopment Plan (PDRP) identifies potential policies for hazard mitigation that the county could implement in the hurricane vulnerable areas. While the County has control over redevelopment of public facilities and infrastructure, control over private property is limited. It is important that any decisions to rebuild private property must be agreed upon by individual property owners. The following potential mitigation policies are detailed in the PDRP:

- Zoning: Reduction of Hurricane Evacuation Time
- Zoning: Clustering
- Infrastructure Relocation
- Impact Fees
- Property and Land Acquisition
- Regulation of Mobile Homes
- Coastal Setbacks
  
- Pre- and post-disaster mitigation funds should be used to:
  - Maintain a detailed local mitigation strategy for Escambia County
  - Improve transportation routes used for evacuation
  - Retrofit existing shelters through State and Federal funding sources
  - Identify new shelters, which do not have to be retrofitted
  - Purchase CHHA and repetitive loss properties using Federal or State funding sources

- Develop incentives to encourage retrofit of homes through hurricane and flood proofing techniques
- Better educate the public in preparedness and mitigation efforts
- Develop a restoration program for dunes, wetlands and other natural resource barriers necessary to limit impacts from storm surge and flood waters.
- Provide better coordination with state agencies, which are responsible for providing emergency permits in the post disaster setting to ensure that local mitigation goals are met through:
  - Coordinated buy outs of CHHA and repetitive loss properties
  - Improved and enforce building codes
  - Enforced FEMA building standards

### **Procedures to Update Local Post-Disaster Redevelopment Plans**

The preparation of the PDRP was required by the Escambia County Comprehensive Plan. The Comprehensive Plan should be amended to require that the PDRP be reviewed and amended as necessary at least once every five years.

### **Intergovernmental Recovery Task Force**

The PDRP designates an Intergovernmental Recovery Task Force to provide opportunities for cooperation between local governments during pre-disaster planning, post-disaster mitigation analysis and redevelopment. It is recommended that a Recovery Task Force be established to meet on a regularly scheduled basis to discuss its specific responsibilities in accordance with the PDRP, and relative to specific issues associated with recovery from a major storm event or emergency.

For post-disaster responsibilities, the Recovery Task Force will be activated and mobilized upon request by the Board of County Commissioners when the Governor declares Escambia County a Disaster Area. The Recovery Task Force will be composed of the individuals (or their designees) that reflect a broad-based representation of community interests and will be appointed annually by the Board of County Commissioners. In the event of a disaster, the Recovery Task Force will be activated and mobilized for a minimum period of sixty days following the request to the Governor from the Board of County Commissioners to declare Escambia County a Disaster Area.

### **Local Mitigation Strategy**

The focal point for mitigation planning and decision-making in Escambia County is the Local Mitigation Strategy (LMS) Group. The Group was formed in 1998 to oversee the implementation of the LMS plan, which identifies specific mitigation goals, objectives and tasks that when implemented will reduce the vulnerability of Escambia County to natural, technological and manmade hazards. The LMS is a multi-agency, multi-organizational, multi-

jurisdictional group that works to instill the concept of mitigation within the community. At a minimum, to maintain specific federal funding program eligibility, specific organizations within the County are required to formally adopt the LMS plan as updated every five years in order to remain eligible for future specific federal and/or state grant opportunities. The LMS plan was recently approved by FEMA and local jurisdictions are in the process of their adoptions. They are as follows.

FEMA Approved LMS September 17, 2010  
City of Pensacola in process for adoption  
Escambia County in process for adoption  
Town of Century in process of adoption  
Santa Rosa Island Authority-adopted October 13, 2010  
School District of Escambia County in process for adoption  
Emerald Coast Utilities Authority in process for adoption

The Development Services Bureau has been delegated as the lead agency to facilitate and coordinate the activities of the LMS Group and subcommittees. As the lead mitigation agency for Escambia County, the Bureau is well positioned to coordinate all programs and activities that relate to mitigation to include the implementation of the FEMA's National Flood Insurance Program and Community Rating System. This will include any notifications of program activities through the LMS working group.

Funding and technical assistance that are available through other mitigation programs (including the Pre-Disaster Mitigation (PDM) program, Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA) program and the National Flood Insurance Program's Community Rating System (CRS) can be strategically linked with the goals and priorities set forth under the LMS;

## **Mitigation Program Tools**

**Hazard Mitigation Grant Program** – authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the HMGP offers opportunities through grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the program is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented before the next natural disaster impacts the community. This post-disaster program has proven very successful in Escambia County following the damaging 2004 and 2005 hurricane seasons. Rebuild Northwest Florida has been the biggest benefactor of the program receiving millions of dollars to mitigate thousands of home in the County.

**Pre-Disaster Mitigation (PDM) Program** – authorized by §203 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), the PDM offers opportunities through grants to assist States and local governments (to include Indian Tribal governments) in implementing cost-effective hazard mitigation activities that complement a comprehensive

mitigation program. The PDM will increasingly fund “brick and mortar” mitigation projects in Escambia County that can be demonstrated to be cost effective. The County has not actively pursued this grant due to the significant investment in time and low chance of funding for applications.

**National Flood Insurance Program (NFIP)** – Managed by FEMA, the NFIP is a voluntary program that enables residents to purchase flood insurance in return for a community’s adoption and enforcement of floodplain management standards and practices. The NFIP is a key component of Escambia County’s all-hazards mitigation program under the LMS. All four eligible Escambia County governmental jurisdictions participate in the NFIP: Escambia County, Santa Rosa Island Authority, City of Pensacola and Town of Century.

**Flood Mitigation Assistance (FMA) Program** – funded through the NFIP and managed by FEMA, the FMA provides funding opportunities through grants to assist States and communities in implementing measures to reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes and other structures insurable under the National Flood Insurance Program (NFIP). This annual grant program has funded several projects in the past for individual property owners.

**Community Rating System (CRS)** – An increasingly important program under the NFIP, the Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. As a result, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions meeting the three goals of the CRS: (1) reduce flood losses; (2) facilitate accurate insurance rating; and (3) promote the awareness of flood insurance. Escambia County, the City of Pensacola and SRIA participate in the CRS, and will continue to use this incentive-based program in the future to promote and implement mitigation measures.

## GLOSSARY OF KEY TERMS

**Agency:** A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

**Agency Representative:** A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

**Area Command (Unified Area Command):** An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an emergency operations center facility or at some location other than an incident command post.

**Assessment:** The evaluation and interpretation of measurements and other information to provide a basis for decision-making.

**Assignments:** Tasks given to resources to perform within given operational periods that are based on operational objectives defined in the IAP.

**Assistant:** Title for subordinates of principal Command Staff positions. The title indicates a level of technical capability, qualifications, and responsibility subordinate to the primary positions. Assistants may also be assigned to unit leaders.

**Assisting Agency:** An agency or organization providing personnel, services, or other resources to the agency with direct responsibility for incident management. See also Supporting Agency.

**Available Resources:** Resources assigned to an incident, checked in, and available for a mission assignment, normally located in a Staging Area.

**Branch:** The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section, and between the section and units in the Logistics Section. Branches are identified by the use of Roman numerals or by functional area.

**Chain of Command:** A series of command, control, executive, or management positions in hierarchical order of authority.

**Chief:** The ICS title for individuals responsible for management of functional sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established as a separate section).

**Command:** The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

**Command Staff:** In an incident management organization, the Command Staff consists of the Incident Command and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

**Common Operating Picture:** A broad view of the overall situation as reflected by situation reports, aerial photography, and other information or intelligence. **Communications Unit:** An organizational unit in the Logistics Section responsible for providing communication services at an incident or an EOC. A Communications Unit may also be a facility (e.g., a trailer or mobile van) used to support an Incident Communications Center.

**Cooperating Agency:** An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

**Coordinate:** To advance systematically an analysis and exchange of information among principals who have or may have a need to know certain information to carry out specific incident management responsibilities.

**Deputy:** A fully qualified individual who, in the absence of a superior, can be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy can act as relief for a superior and, therefore, must be fully qualified in the position. Deputies can be assigned to the Incident Commander, General Staff, and Branch Directors.

**Disaster Recovery Center:** Disaster Recovery Centers (DRCs) are a post-presidential declaration, temporary facility located in or near the impacted area where survivors can go to obtain disaster related information. The centers are staffed with specialists from FEMA, the State Emergency Response Team (SERT), the [U.S. Small Business Administration](#) (SBA) and a variety of disaster-recovery representatives from local and voluntary agencies.

**Dispatch:** The ordered movement of a resource or resources to an assigned operational mission or an administrative move from one location to another.

**Division:** The partition of an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the manageable span of control of the



Operations Chief. A division is located within the ICS organization between the branch and resources in the Operations Section.

**Emergency:** Absent a Presidential declared emergency, any incident(s), human-caused or natural, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

**Emergency Operations Centers (EOCs):** The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, county, city, tribal), or some combination thereof.

**Emergency Operations Plan:** The "steady-state" plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

**Emergency Public Information:** Information that is disseminated primarily in anticipation of an emergency or during an emergency. In addition to providing situational information to the public, it also frequently provides directive actions required to be taken by the general public.

**Emergency Response Provider:** Includes Federal, State, local, and tribal emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities. See Section 2 (6), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002), also known as Emergency Responder.

**Essential Service Center:** Essential Services Centers (ESC) are pre-presidential declaration, temporary, mass care emergency locations where impacted survivors of disasters can go for limited essential services and information within 24 to 96 hours following a disaster. ESCs are considered a joint operation between county, non-governmental organizations and the state. The primary responsibility for an ESC lies with the state, but each level of government has a role. This Plan identifies those limited circumstances where ESCs will be used to expedite the response and recovery process.

**Evacuation:** Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

**Event:** A planned, none emergency activity. ICS can be used as the management system for a wide range of incidents, e.g., parades, concerts, or sporting incidents.

**Federal:** Of or pertaining to the Federal Government of the United States of America.

**Function:** Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence, may be established, if required, to meet incident management needs.

**Fusion Center:** A fusion center is a collaborative effort of state and federal agencies working in partnership with local partners to share resources, expertise, and/or information to better identify, detect, prevent, apprehend and respond to criminal and terrorist activity utilizing an all crimes/all hazards approach.

**General Staff:** A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief.

**Group:** Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between branches and resources in the Operations Section. (See Division)

**Hazard:** Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

**Incident:** An occurrence or event, natural or human-caused that requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

**Incident Action Plan:** An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

**Incident Command Post (ICP):** The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

**Incident Command System (ICS):** A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being

hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

**Incident Commander (IC):** The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

**Incident Management Team (IMT):** The IC and appropriate Command and General Staff personnel assigned to an incident.

**Incident Objectives:** Statements of guidance and direction necessary for selecting appropriate strategy(s) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.

**Initial Action:** The actions taken by those responders first to arrive at an incident site.

**Initial Response:** Resources initially committed to an incident.

**Intelligence Officer:** The intelligence officer is responsible for managing internal information, intelligence, and operational security requirements supporting incident management activities. These may include information security and operational security activities, as well as the complex task of ensuring that sensitive information of all types (e.g., classified information, law enforcement sensitive information, proprietary information, or export-controlled information) is handled in a way that not only safeguards the information, but also ensures that it gets to those who need access to it to perform their missions effectively and safely.

**Joint Information Center (JIC):** A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

**Joint Information System (JIS):** Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC; advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

**Jurisdiction:** A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, tribal, State, or Federal boundary lines) or functional (e.g., law enforcement, public health).

**Liaison:** A form of communication for establishing and maintaining mutual understanding and cooperation.

**Liaison Officer:** A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

**Local Government:** A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity. See Section 2 (10), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

**Logistics:** Providing resources and other services to support incident management. Logistics Section: The section responsible for providing facilities, services, and material support for the incident.

**Major Disaster:** As defined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122), a major disaster is any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, 19 volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of States, tribes, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

**Management by Objective:** A management approach that involves a four-step process for achieving the incident goal. The Management by Objectives approach includes the following: establishing overarching objectives; developing and issuing assignments, plans, procedures, and protocols; establishing specific, measurable objectives for various incident management functional activities and directing efforts to fulfill them, in support of defined strategic objectives; and documenting results to measure performance and facilitate corrective action.

**Mitigation:** The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often informed by

lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

**Mobilization:** The process and procedures used by all organizations Federal, State, local, and tribal for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

**Multi-agency Coordination Entity:** A multi-agency coordination entity functions within a broader multi-agency coordination system. It may establish the priorities among incidents and associated resource allocations, clarify agency policies, and provide strategic guidance and direction to support incident management activities.

**Multi-agency Coordination Systems:** Multi-agency coordination systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of Multi-agency coordination systems include facilities, equipment, emergency operation centers (EOCs), specific multi-agency coordination entities, personnel, procedures, and communications.

These systems assist agencies and organizations to fully integrate the subsystems of the NIMS.

**Multi-jurisdictional Incident:** An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

**Mutual-Aid Agreement:** Written agreement between agencies and/or jurisdictions that they will assist one another on request, by furnishing personnel, equipment, and/or expertise in a specified manner.

**National:** Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and polity.

**National Disaster Medical System:** A cooperative, asset-sharing partnership between the Department of Health and Human Services, the Department of Veterans Affairs, the Department of Homeland Security, and the Department of Defense. NDMS provides resources for meeting the continuity of care and mental health services requirements of the Emergency Support Function 8 in the Federal Response Plan.

**National Incident Management System:** A system mandated by HSPD-5 that provides a consistent nationwide approach for Federal, State, local, and tribal governments; the private-sector, and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or

complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multi-agency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources. National Response

**Plan:** A plan mandated by HSPD-5 that integrates Federal domestic prevention, preparedness, response, and recovery plans into one all-discipline, all-hazards plan.

**Nongovernmental Organization:** An entity with an association that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

**Operational Period:** The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually not over 24 hours.

**Operations Section:** The section responsible for all tactical incident operations. In ICS, it normally includes subordinate branches, divisions, and/or groups.

**Personnel Accountability:** The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure that ICS principles and processes are functional and that personnel are working within established incident management guidelines.

**Planning Meeting:** A meeting held as needed prior to and throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. For larger incidents, the planning meeting is a major element in the development of the Incident Action Plan (IAP).

**Planning Section:** The section responsible for the collection, evaluation, and dissemination of operational information related to the incident and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

**Preparedness:** The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources. Within the NIMS, preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certification, and publication management.

**Preparedness Organizations:** The groups that provide interagency coordination for domestic incident management activities in a non-emergency context. Preparedness organizations can include all agencies with a role in incident management, for prevention, preparedness, response, or recovery activities. They represent a wide variety of committees, planning groups, and other organizations that meet and coordinate to ensure the proper level of planning, training, equipping, and other preparedness requirements within a jurisdiction or area.

**Prevention:** Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

**Private Sector:** Organizations and entities that are not part of any governmental structure. It includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, and private voluntary organizations (PVO). **Processes:** Systems of operations that incorporate standardized procedures, methodologies, and functions necessary to provide resources effectively and efficiently. These include resource typing, resource ordering and tracking, and coordination.

**Public Information Officer:** A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

**Publications Management:** The publications management subsystem includes materials development, publication control, publication supply, and distribution. The development and distribution of NIMS materials is managed through this subsystem. Consistent documentation is critical to success, because it ensures that all responders are familiar with the documentation used in a particular incident regardless of the location or the responding agencies involved.

**Qualification and Certification:** This subsystem provides recommended qualification and certification standards for emergency responder and incident management personnel. It also allows the development of minimum standards for resources expected to have an interstate application. Standards typically include training, currency, experience, and physical and medical fitness.

**Reception Area:** This refers to a location separate from staging areas, where resources report in for processing and out-processing. Reception Areas provide accountability, security, situational awareness briefings, safety awareness, distribution of IAPs, supplies and equipment, feeding, and bed down.

**Recovery:** The development, coordination, and execution of service and site restoration plans; the reconstitution of government operations and services; individual, private-sector, nongovernmental, and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post incident reporting; and development of initiatives to mitigate the effects of future incidents.

**Recovery Plan:** A plan developed by a State, local, or tribal jurisdiction with assistance from responding Federal agencies to restore the affected area.

**Resources:** Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

**Resource Management:** Efficient incident management requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the NIMS includes mutual-aid agreements; the use of special Federal, State, local, and tribal teams; and resource mobilization protocols.

**Resources Unit:** Functional unit within the Planning Section responsible for recording the status of resources committed to the incident. This unit also evaluates resources currently committed to the incident, the effects additional responding resources will have on the incident, and anticipated resource needs.

**Response:** Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

**Safety Officer:** A member of the Command Staff responsible for monitoring and assessing safety hazards or unsafe situations and for developing measures for ensuring personnel safety.

**Section:** The organizational level having responsibility for a major functional area of incident management, e.g., Operations, Planning, Logistics, Finance/Administration, and Intelligence (if



established). The section is organizationally situated between the branch and the 23 Incident Command.

**Span of Control:** The number of individuals a supervisor is responsible for usually expressed as the ratio of supervisors to individuals. (Under the NIMS, an appropriate span of control is between 1:3 and 1:7.)

**Staging Area:** Location established where resources can be placed while awaiting a tactical assignment. The Operations Section manages Staging Areas.

**State:** When capitalized, refers to any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. See Section 2 (14), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

**Strategic:** Strategic elements of incident management are characterized by continuous long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities; the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

**Strike Team:** A set number of resources of the same kind and type that have an established minimum number of personnel.

**Strategy:** The general direction selected to accomplish incident objectives set by the IC.

**Supporting Technologies:** Any technology that may be used to support the NIMS is included in this subsystem. These technologies include orthophoto mapping, remote automatic weather stations, infrared technology, and communications, among various others.

**Task Force:** Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader.

**Technical Assistance:** Support provided to State, local, and tribal jurisdictions when they have the resources but lack the complete knowledge and skills needed to perform a required activity (such as mobile-home park design and hazardous material assessments).

**Terrorism:** Under the Homeland Security Act of 2002, terrorism is defined as activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources and is a violation of the criminal laws of the United States or of any State or other subdivision of the United States in which it occurs and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a government by mass

destruction, assassination, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

**Threat:** An indication of possible violence, harm, or danger.

**Tools:** Those instruments and capabilities that allow for the professional performance of tasks, such as information systems, agreements, doctrine, capabilities, and legislative authorities.

**Tribal:** Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

**Type:** A classification of resources in the ICS that refers to capability. Type 1 is generally considered to be more capable than Types 2, 3, or 4, respectively, because of size; power; capacity; or, in the case of incident management teams, experience and qualifications.

**Unified Area Command:** A Unified Area Command is established when incidents under an Area Command are multi-jurisdictional. (See Area Command)

**Unified Command:** An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

**Unit:** The organizational element having functional responsibility for a specific incident planning, logistics, or finance/administration activity.

**Unity of Command:** The concept by which each person within an organization reports to one and only one designated person. The purpose of unity of command is to ensure unity of effort under one responsible commander for every objective.

**Volunteer:** For purposes of the NIMS, a volunteer is any individual accepted to perform services by the lead agency, which has authority to accept volunteer services, when the individual performs services without promise, expectation, or receipt of compensation for services performed. See, e.g., 16 U.S.C. 742f(c) and 29 CFR 553.101.

## ACRONYMS

AC – Area Command  
ALS – Advanced Life Support  
BCC – Board of County Commissioners  
CBRNE – Chemical, Biological, Radiological, Nuclear and Explosive  
CEMP – Comprehensive Emergency Management Plan  
COG – Continuity of Government  
COOP – Continuity of Operations Plan  
CRS – Community Rating System  
DSR – Damage Survey Report  
EAS – Emergency Alert System  
ECC – Escambia Communications Center  
EMAC – Emergency Management Assistance Compact  
EMS – Emergency Medical Services  
EOC – Emergency Operations Center  
ESAR – Escambia Search and Rescue  
ESATCOM – Emergency Satellite Communications System  
FEMA – Federal Emergency Management Agency  
FMA – Flood Mitigation Assistance  
FOG – Field Operations Guide  
GIS – Geographic Information System  
HAZMAT – Hazardous Material  
HMGP – Hazard Mitigation Grant Program  
HSAS-Homeland Security Advisory System  
HSPD-5 – Homeland Security Presidential Directive – 5  
IAP – Incident Action Plan  
IA – Individual Assistance  
IC – Incident Commander  
ICP – Incident Command Post  
ICS – Incident Command System  
IC/UC – Incident Command or Unified Command  
IMT – Incident Management Team  
JIS – Joint Information System  
JIC – Joint Information Center  
LMS – Local Mitigation Strategy  
MIC – Media Information Center  
NIMCAST – National Incident Management Capability Assessment Tool  
NIMS – National Incident Management System  
NRP – National Response Plan  
PA – Public Assistance  
PDM – Pre-Disaster Mitigation  
PIO – Public Information Officer  
POD – Points of Distribution

PW – Project Worksheet  
RDSTF – Regional Domestic Security Task Force  
RIAT – Rapid Impact Assessment Team  
RRT – Rapid Response Team  
SERT – State Emergency Response Team  
SITREP – Situation Report  
SMAA – Statewide Mutual Aid Agreement  
SNS-Strategic National Stockpile  
SO – Safety Officer  
SOP – Standard Operating Procedure  
UC – Unified Command  
US&R – Urban Search and Rescue

# Emergency Support Function (ESF) 1 Transportation

**Lead Coordinating Agency:**

Escambia County Area Transit (ECAT)

**Support Agencies:**

Public Safety Bureau, Emergency Medical Services (EMS)  
Pensacola Bay Area Transportation  
Pensacola Gulf Coast Regional Airport  
Escambia County School District

## I. Purpose

The purpose of Emergency Support Function 1 (ESF-1) is to provide, in a coordinated manner, the resources (human, technical, equipment, facility, materials and supplies) of member agencies to support emergency transportation needs during an emergency or disaster in Escambia County. ESF-1 can provide personnel and resources to support the coordinated response to the emergency or disaster event that can reach throughout Escambia County. ESF-1 resources are used when individual agencies are overwhelmed and the County Emergency Response Team requests additional transportation services.

The priorities for allocation of these assets will be:

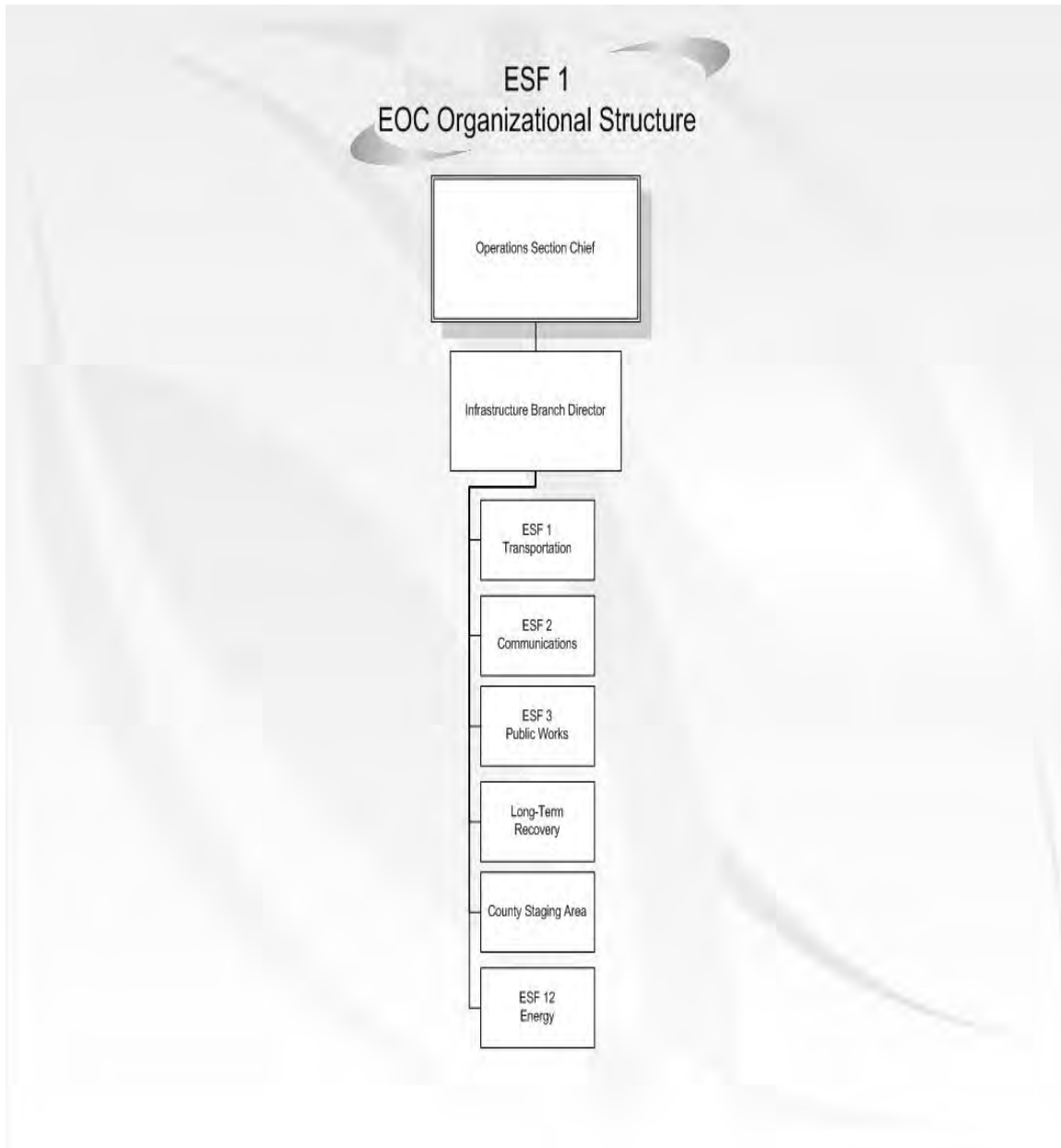
- Evacuating persons from immediate peril.
- Transporting materials, personnel, and supplies for the support of emergency activities being conducted and as requested by the Escambia County EOC and its member agencies.
- Transporting relief supplies necessary for recovery to the emergency.
- Coordinating activities, with assistance from support agencies, and prioritizing the allocation of available resources.

## II. Concept of Operations

### A. GENERAL

1. ESF-1 is organized consistent with State Emergency Operations Center, the requirements of the National Response Framework, and the Incident Command System. This structure supports incident assessment, planning, procurement, deployment, coordination, and support operations to Escambia County through the Escambia County EOC to assure a timely and appropriate response to an emergency or disaster.
2. Procedures, protocols and plans for disaster response activities are developed by specific agencies to govern staff operations at the Escambia Emergency Operations Center and in the field. Periodic training and exercises are also conducted to enhance effectiveness.
3. In a large event requiring local or State mutual aid assistance, ESF-1 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of required assets.

- Throughout the response and recovery periods, ESF-1 will evaluate and analyze information requests to move people, materials, equipment and other resources as necessary; develop and update assessments of the transportation service situation and status in the impact area; and undertake contingency planning to meet anticipated demands or needs.



**Incident Command System Structure: ESF 1 – Transportation**

## **B. ORGANIZATION**

### **1. COUNTY**

- a. During an activation of the County Emergency Operations Center, ESF 1 support agency staff are integrated with the Escambia County Area Transit (ECAT) staff to provide support that will allow for an appropriate, coordinated and timely response.
- b. During an emergency or disaster event, the EOC, Operations Section Chief will oversee ESF-1 functions through the Infrastructure Branch Director.
- c. During the response phase, ESF-1 will evaluate and analyze information regarding transportation services requests. Also, ESF 1 will develop and update assessments of the transportation services status in the impacted area and undertake contingency planning to meet anticipated requirements.
- d. Escambia County Area Transit (ECAT) will develop and maintain the overall ESF 1 Standard Operating Procedures as well as Appendices, and Annexes in support of the CEMP. However, support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall CEMP. All such documents will be in compliance with the National Response Framework, The National Incident Management System, the Incident Command System and the County Comprehensive Emergency Management Plan.
- e. ESF-1 shall ensure protocols are established through the Branch Director and Section Chief to support ESF-5/Planning Section functions within the EOC.

## **C. ALERTS/NOTIFICATIONS**

1. Upon activation of the CEMP, the Public Safety Bureau will notify the point of contact for ESF 1 through multiple methods.
2. The Lead ESF 1 Coordinating Agency representative or designee will coordinate all activities of ESF 1.
3. Upon instructions to activate ESF 1, The Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance in coordination with the other support agencies and coordinate all scheduling as appropriate.

## **D. ACTIONS**

Actions carried out by ESF-1 are normally grouped into phases: preparedness, response, recovery and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. ESF-1 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services. The following services may be provided:

- Assessment of potential impacts to transportation systems.

- Continuous inventory of transportation assets, including transit buses, trolleys, passenger vans, wheelchair equipped buses, School District school buses, and private vendors.
- Coordination of transportation of nonambulatory and wheelchair bound persons.
- Coordination of transportation of resources and ESF-1 assets, including buses, vans, equipment and supplies.
- Coordinate transportation public information with the PIO.
- Transportation management, command and control of assets to meet local needs.
- Evacuation and re-entry support.
- Maintenance of list of essential employees who because of their expertise and nature of assigned responsibilities are “on call” throughout all phases of a major disaster operation.

## **1. PREPAREDNESS ACTIONS**

- a. Actions and activities that develop transportation response capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 1 personnel (i.e., County, State, Regional, and Federal).
- b. Coordination with ESF 5 (Information and Planning)/Planning Section to identify essential elements of information working through the Branch Director and Section Chief.
- c. Coordinate planning with ESF 1 support agencies, and other emergency support functions to refine Transportation operations.
- d. Prepare and maintain standard operating procedures, resource inventories, personnel rosters and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.
- e. Coordinate the development and presentation of training courses for Emergency Support Function 1 personnel, provide information on critical facilities to the County Emergency Management and develop protocols for frequently provided services.
- f. Participate in all hazards exercises involving ESF 1.
- g. Assess vulnerability of evacuation routes.
- h. Assign and schedule sufficient personnel to implement ESF 1 tasks for an extended period of time.
- i. Coordinate the maintenance of lists of ESF 1 assets that that can be deployed during an emergency.
- j. Coordinate inventories of wheelchair lift-equipped buses and other pre-designated assets that are essential to meeting the transportation needs of special needs groups.
- k. Coordinate the development, test, and maintain an automated or manual listing of emergency contacts, agency transportation resources, and points of contact for assets that can be attained through vendors or other sources.
- l. Coordinate communications with all deployed transportation assets.



- m. Identify all expectations for incident preparedness, response, and recovery activities, to include situation reporting, documentation, and EOC participation with the Branch Director and Section Chief.
- n. Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately, this may include the development of a "go-kits" of basic supplies and equipment as appropriate.

- o. In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **2. RESPONSE ACTIONS**

- a. Coordinate ESF 1 operations at the County Emergency Operations Center and/or at other locations as required.
- b. Establish and maintain a system to support on-scene direction and control and coordination with County EOC and Logistics Section.
- c. Pre-position response resources when it is apparent that transportation resources will be necessary. Relocate transportation resources when it is apparent that they are endangered by the anticipated impacts of the emergency situation.
- d. Monitor and direct transportation resources and response activities.
- e. Participate in EOC briefings, and provide input to prepare Incident Action Plans and Situation Reports through the Planning Section.
- f. Coordinate/Obtain State resources through the Logistics Section when local resources are no longer available; coordinate, track, and monitor, all transportations resources (state and local) in the affected areas.

- g. Coordinate with other County ESFs to obtain resources and to facilitate an effective emergency response among all participating agencies.
- h. Notify drivers of the potential threat and put drivers on stand-by alert status, updating as conditions change. In the event drivers are off duty when a potential threat arises, those designated will report by telephone or in person to the dispatch office at ECAT for further instructions.
- i. Evaluate and task the transportation support requests for threatened and/or impacted areas.
- j. Establish communications with appropriate field personnel and ensure that they are ready for timely response.
- k. Coordinate with support agencies to develop, prioritize and implement strategies for the initial response to EOC requests.
- l. Utilize pre-determined evacuation routes to the extent possible. These routes are based on the designated general and special need shelters and are reviewed annually. Updates will be provided by the various EOC agencies as to the conditions of existing routes and any additional routes available by existing and changing conditions.
- m. Relay all emergency traffic regulations to all affected personnel.
- n. Provide information to the EOC Citizen Information Center.

### **3. RECOVERY ACTIONS**

- a. Continue to provide support as required until response activities are concluded or until they can be managed and staffed by the primary incident agency or jurisdictions.
- b. Initiate financial reimbursement process for recovery activities when such support is available.
- c. After the initial actions are completed, assist in recovery operations of the EOC. Support agencies will continue to provide necessary emergency transportation, transportation of persons with special needs, transportation of emergency personnel, and transportation of emergency goods and services.

### **4. MITIGATION ACTIONS**

- a. Coordinate with the LMS Steering Committee and the Emergency Management Division to identify potential hazards and their impacts, and determine how these impacts may impede the ESF 1 operation.
- b. Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

## **E. DIRECTION AND CONTROL**

1. ESF 1 complies with the National Response Framework, and the National Incident Management System (NIMS). The NIMS guides the direction and control system adopted by the BCC, which functions as the official disaster preparedness, response, recovery, and mitigation organization within Escambia County.
2. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the ESF 1 liaisons.

3. A staffing directory and the ESF 1 Standard Operating Procedures, its accompanying Appendices, and Annexes are maintained by the Lead Coordinating Agency and updated as required.
4. All ECAT field personnel support operational activities of Emergency Support Function 1 at the County Emergency Operations Center.
5. A decision will be made to cease transportation operations before winds reach tropical storm force winds arrive 39 mph or before.
6. In accordance with a mission assignment from Emergency Support Function 1, and further mission tasking by a local primary agency, each support organization assisting Emergency Support Function 1 assignment will retain administrative control over its own resources and personnel, but will be under the operational control of Emergency Support Function 1.

## **F. RESPONSIBILITIES**

### **1. LEAD COORDINATING AGENCY – ESCAMBIA COUNTY AREA TRANSIT**

- a. Provide leadership in coordinating and integrating overall County efforts to provide Transportation evacuation assistance to affected areas and populations.
- b. Staff and operate a National Incident Management System compliant command and control structure (i.e., Incident Command System) to assure that services and staff are provided to areas of need.
- c. Coordinate the activation and deployment of support agencies under Emergency Support Function 1 in carrying out specified missions to evacuate personnel from vulnerable areas.
- d. In coordination with ESF support agencies, evaluate the emergency situation, make strategic decisions, and identify resource needs and secure resources required for field operations.
- e. Coordinate supplemental assistance in identifying and meeting the Transportation needs of disaster victims.
- f. Assume the lead in the organization, assignment and staffing at the facilities at which Emergency Support Function 1 is required to be located.
- g. Coordinate the use of transportation resources to support the emergency response, including the movement of evacuees in need to designated shelters.
- h. Maintain a current inventory of transportation assets and disaster contact information from participating agencies, including their location and condition.
- i. Pre-position transportation resources as needed.
- j. Maintain a list of available resources at the ECAT "L" Street office. This list will be updated at least once each year, and contains the following:
  - Contact information for essential employees who have a role and responsibility in Emergency Support Function 1;

- Inventory of resources that can be deployed for Emergency Support Function 1 support, including vehicles (trolleys, passenger vans, busses).

## **2. SUPPORT AGENCIES**

**ESCAMBIA COUNTY EMS  
PENSACOLA BAY AREA TRANSPORTATION  
PENSACOLA GULF COAST REGIONAL AIRPORT  
ESCAMBIA COUNTY SCHOOL DISTRICT**

- Maintain lists of current resources to support transportation needs within the county.
- Maintain appropriate rosters to support EOC and field operations.
- Coordinate with ESF-1 lead on supporting agency activity in meeting the needs of the community, before, during, and after a disaster event as it relates to transportation needs.
- The Escambia County School District is not a primary or an active support agency under ESF, though in some situations, their resources may be engage to support ESF 1 activities.

## **G. FINANCIAL MANAGEMENT**

- Emergency Support Function 1 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.
- Expenditures by support entities will be documented by those entities and submitted for reporting purposes, directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

## **H. REFERENCES AND AUTHORITIES**

- State Emergency Support Function 1 Annex
- Statement of Understanding Between Escambia County Area Transit and Pensacola Bay Transportation (April 2005)

## **Emergency Support Function (ESF) 2 Communications**

**Primary Agency:** Communications Division,  
Public Safety Bureau

**Support Agencies:** Escambia County Sheriff's Office  
City of Pensacola Police Department  
Amateur Radio Emergency Services (ARES)  
Facilities Management Division-Telecommunications  
AT&T  
Cox Communications  
Nextel Partners  
Other commercial carriers

### **I. Purpose**

Emergency Support Function 2 (ESF 2) provides communications during emergencies. ESF 2 can provide personnel and resources to support mitigation, preparedness, response, and recovery in support of the primary emergency management objectives. The ESF 2 Lead, appointed by the Communications Division, directs emergency communications. ESF 2 resources are used when the County Emergency Response Team requests additional communications services.

**ESF 2 objectives include:**

- Establish and maintain communications for facilities that are integral to efficient disaster operations.
- Ensure the Emergency Communications Center (ECC) and other local emergency communications centers and systems are prepared for emergencies.

### **II. Concept of Operations**

#### **A. GENERAL**

1. ESF 2 is organized in accordance with the State EOC, the National Response Framework, the National Incident Management System (NIMS), and the Incident Command System (ICS).
2. Emergency Operations Plans are developed to guide staff at the Escambia County Emergency Operations Center (EOC) and in the field. Training and exercises are also conducted to enhance effectiveness.
3. In an event requiring mutual aid assistance, ESF 2 will work with its support agency counterparts to plan, procure, coordinate, and direct assets.
4. ESF 2 will develop plans, assess the communications status, and evaluate communications requests.
5. Additional expertise may be provided by other agencies.
6. As NIMS is implemented in Escambia County, the Communications Division will play a pivotal role in implementing ICS, focusing on communications interoperability and common standards.

The Concept of Operations is guided by the following assumptions:

- Exact actions will be dictated by the severity of the event.
  - Each communications center is tasked with maintaining adequate spare parts, resources, plans, and personnel to ensure operations during a disaster or emergency.
  - Each communications center is tasked with maintaining adequate staffing. Employees are recalled as needed and scheduled appropriately.
  - Assistance is available via State EOC.
  - The Public Safety Director and Emergency Management Chief will establish priorities for restoration of communications resources.
  - Lead and support agencies will coordinate their activities via their respective EOC representatives.
7. ESF 2 will support the establishment of communications between facilities listed below. These facilities have a key role in emergency response and recovery.

a. Communications Systems

Local EOC and local government agencies:

Telephone and fax  
Paging  
E-mail  
Dedicated lines, when applicable  
Radio, when applicable  
Commercial wireless

Local EOC and State EOC:

Telephone and fax  
ESATCOM  
email

Local EOC and other municipal EOC:

Telephone and fax  
ESATCOM  
e-mail  
Commercial wireless, when applicable

ESF/ICS groups:

Radio  
Paging  
Commercial wireless  
Mobile communications vehicle (Mobile 1).

Shelters and feeding sites:

Telephone  
Commercial wireless  
Amateur radio (ARES)  
e-mail

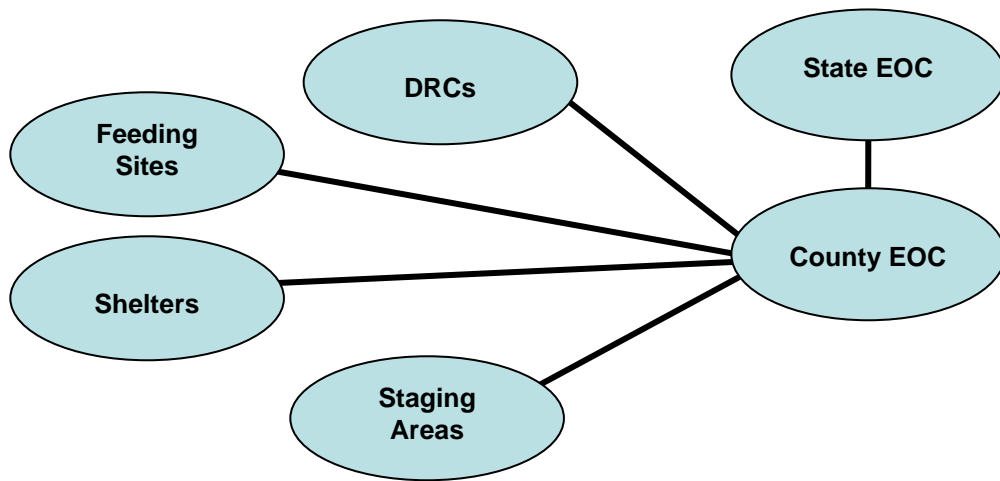
Distribution sites, staging area (CSA), Disaster Recovery Centers:

Telephone  
Commercial wireless

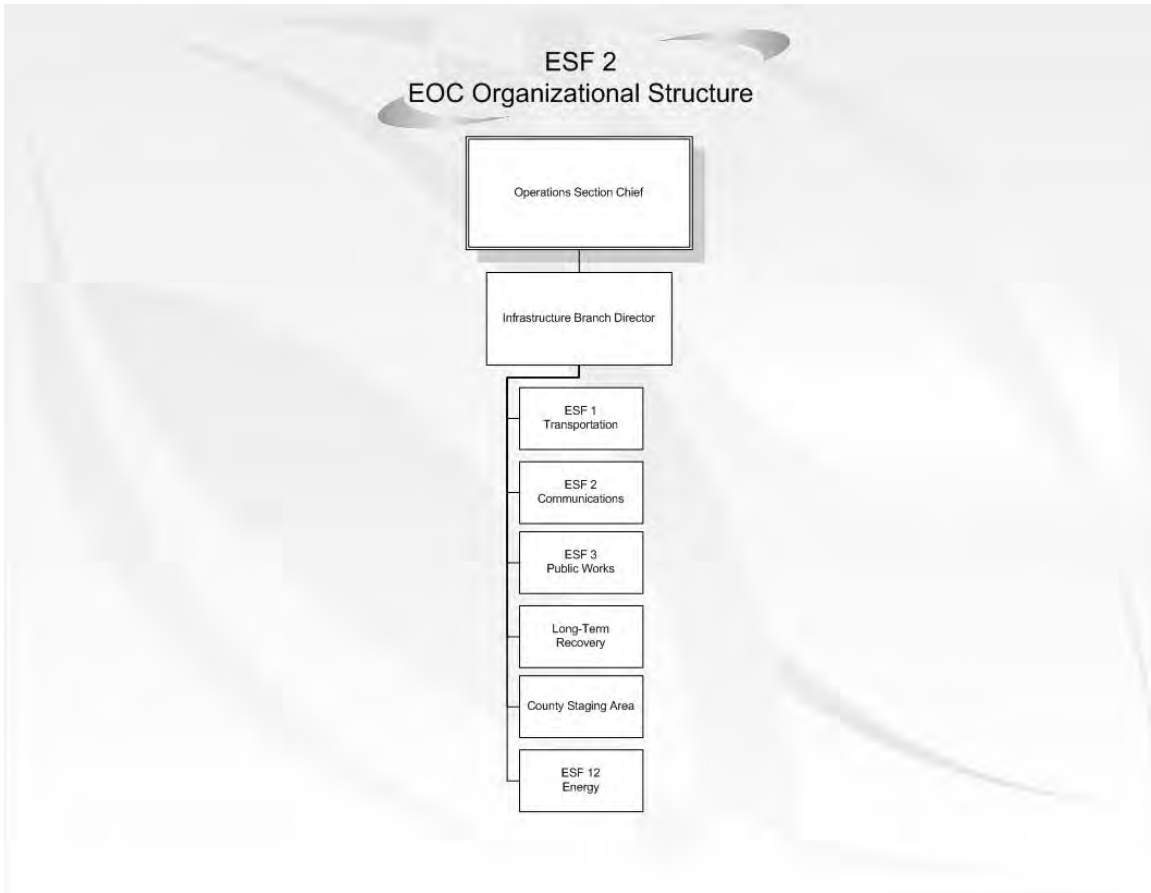
Amateur radio (ARES)  
Paging  
Mobile communications vehicle (Mobile 1).

**b Priorities for Repair and Restoration**

- Emergency Communications:  
9-1-1  
Public Safety radio
- Non-Emergency communications:  
Telephone service, including wireless  
Local Government radio



**Communications Links with Key Facilities**



**Incident Command System Structure: ESF 2 – Communications**

**B. ORGANIZATION**

**1. COUNTY**

- a. Support agencies assist ESF 2.
- b. The EOC Operations Section Chief will coordinate the support resources with the Infrastructure Branch Director.
- c. The Communications Division develops and maintains the overall ESF 2 Emergency Operations Plan. Support agencies may develop their own documents for internal use.
- d. ESF 2 shall regularly brief ESF 5 on the status of communications systems.

**C. NOTIFICATIONS**

- 1. The ECC serves as the County Warning Point. The ECC notifies Public Safety and local government officials per Standard Operating Procedures.
- 2. The ECC notifies Communications staff per Standard Operating Procedures.
- 3. The Communications Chief will notify other personnel upon direction to activate ESF 2.



## **D. ACTIONS**

### **MITIGATION ACTIONS**

Work with the LMS Steering Committee and the Emergency Management Division to identify potential hazards and vulnerabilities and correct them.

### **PREPAREDNESS ACTIONS**

Identify mission essential functions.

Assess the vulnerability of communications equipment to hazards.

Identify alternative facilities and systems.

Regularly test and inspect all systems.

Maintain spare parts cache.

Prepare and maintain standard operating procedures, resource inventories, personnel rosters, and mobilization information.

Develop training and exercises.

Develop contingency plans.

Coordinate planning with support agencies and other ESFs.

Provide personnel with training for operations during major emergencies.

Train personnel in ICS.

Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these COOP circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately, this may include the development of a "go-kits" of basic supplies and equipment as appropriate.

In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping

arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **RESPONSE ACTIONS**

- Coordinate operations at the ESF 2 desk in the County EOC.
- Monitor communications status.
- Monitor and direct communications requests and resources.
- Participate in EOC briefings and meetings.
- Prepare information for inclusion into Incident Action Plans and Situation Reports.
- Obtain State resources through logistics as needed.
- Coordinate resources from staging areas.
- Coordinate with other County ESFs.

## **RECOVERY ACTIONS**

- Provide communications support.
- Assess communications systems for damage.
- Contact other ESFs to determine their communications requirements.
- Contact other Public Safety agencies for damage reports.
- Contact wireless providers and local media for damage reports.
- Submit information for financial reimbursement.

## **E. DIRECTION AND CONTROL**

1. ESF 2 operates at the County EOC.
3. Response decisions are made by the ESF 2 Lead in conjunction with Public Safety staff and other agencies.
4. The Communications Division will maintain a staffing directory, the ESF 2 Emergency Operations Plan, and other guidelines.
5. Each support organization assisting ESF 2 will retain administrative control over its own resources and personnel.

## **F. RESPONSIBILITIES**

### **1. PRIMARY AGENCY – COMMUNICATIONS DIVISION**

- a. Provide and maintain communications during an emergency.
- b. Provide ESF 5/Planning Section with updates on the potential impacts of winds and storm surge on communications systems, resource shortfalls, and potential impacts on carrying out the ESF 2 mission.
- c. Maintain an inventory of personnel, equipment, and vendors, which will be used in the restoration of services.

## **2. SUPPORT AGENCIES**

- a. The Pensacola Police Department provides communications for all City of Pensacola departments.
- b. The Escambia County Sheriff's Office provides communications for its activities and assists the Communications Divisions with its systems.
- c. Amateur Radio Emergency Services (ARES) provides communications at shelters, feeding sites, staging areas, distribution centers, and DRCs within their capabilities.
- d. The Telecommunications Division provides telephone services to all Board of County Commissioners departments and other elected officials.
- e. Various companies provide communications services in the area.

## **G. FINANCIAL MANAGEMENT**

- Each agency is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event.
- If a federally declared disaster exists, then the Federal Emergency Management Agency (FEMA) establishes a reimbursement formula. That formula may be as much as 100 percent, but usually does not exceed 75 percent.
- Support entities will document expenditures and submit documentation directly to the Finance Section for disaster tracking.

## **H. REFERENCES AND AUTHORITIES**

- Emergency Communications Hurricane Plan
- Equipment Problems document
- Florida Emergency and Mutual Aid Frequencies document
- Escambia County COOP

## **Emergency Support Function (ESF) 3 Public Works and Engineering**

**Lead Coordinating Agency:** Escambia County Engineering Division

**Support Agencies:**

Bratt Davisville Water Systems  
City of Pensacola  
Cottage Hill Water Service  
Emerald Coast Utility Authority (ECUA)  
Energy Services of Pensacola (ESP)  
Escambia County Building Inspections Division  
Escambia County Development Review Division  
Escambia County Environmental Permitting Division  
Escambia County Facilities Maintenance Division  
Escambia County Fleet Maintenance Division  
Escambia County Land Management Division  
Escambia County Marine Resources Division  
Escambia County Natural Resources Conservation  
Division  
Escambia County Park Program Division  
Escambia County Parks/Marine Maintenance Division  
Escambia County Roads Division  
Escambia County Road Prison Division  
Escambia County Solid Waste Management Division  
Escambia County Office of Transportation and Traffic  
Operations/Economic Development  
Escambia River Electric Cooperative  
Farm Hill Utilities, Inc.  
Florida Division of Transportation  
Gonzalez Water Service  
Gulf Power  
Molino Utilities  
Okaloosa Gas District  
Peoples Water Service Company  
Santa Rosa Island Authority (SRIA)  
Town of Century  
Walnut Hill Waterworks

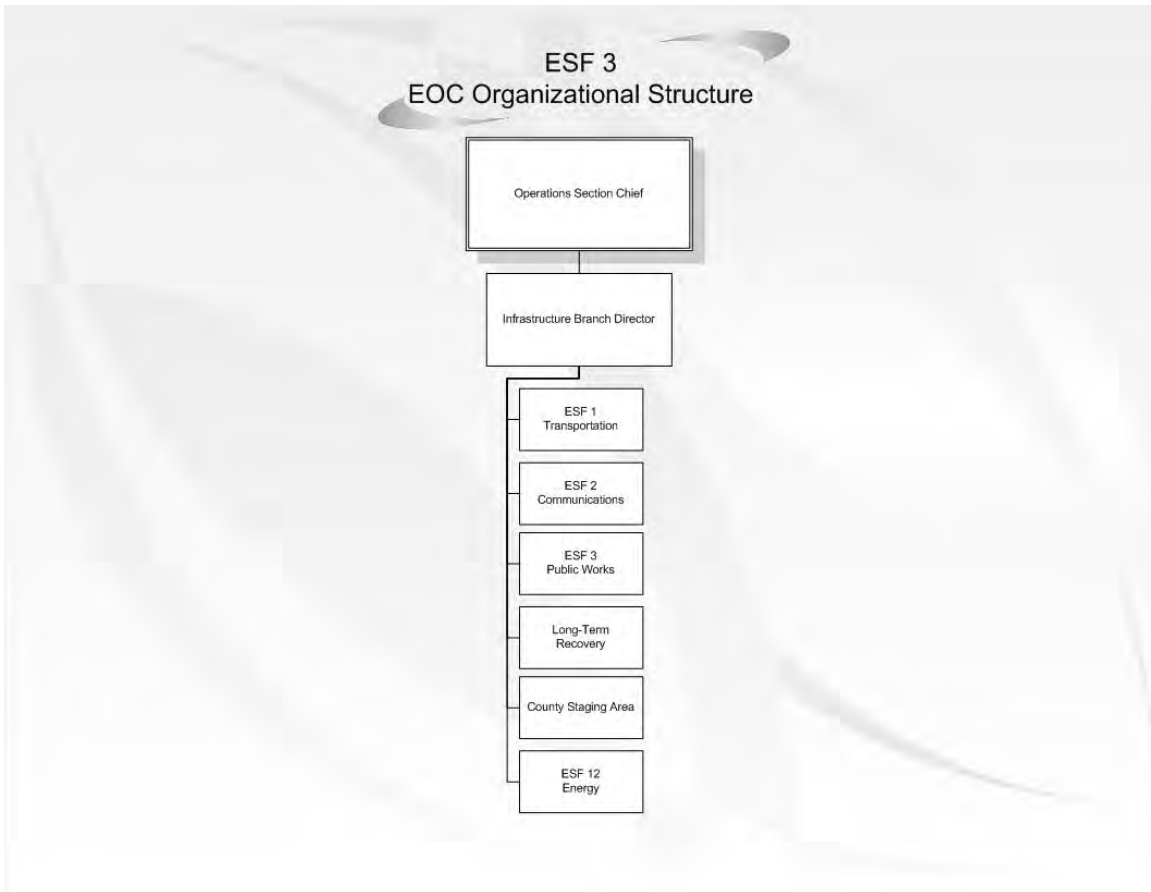
### **I. Purpose**

The purpose of Emergency Support Function 3 (ESF-3) is to provide Public Works and Engineering coordination in support of emergency events within Escambia County. ESF-3 can provide personnel and resources to support preparedness, response, recovery and mitigation in support of the primary emergency management objectives. ESF-3 is lead and coordinated by the Escambia County Engineering Division and coordinates all aspects of public works and engineering. ESF-3 resources are used when individual agencies are overwhelmed and requests additional public works and engineering service assistance.

### **II. Concept of Operations**

## A. GENERAL

1. Emergency Support Function 3 is organized consistent with the Incident Command System and the Escambia County CEMP. This structure and system supports incident assessment, planning, procurement, deployment, coordination, and support operations to Escambia County through the EOC.
2. Procedures, protocols and plans for disaster response activities are developed by the lead and supporting agencies to govern staff operations at the Escambia Emergency Operations Center and in the field. These are in the form of the CEMP, ESF Annexes, and Standard Operating Guidelines, which describe Emergency Support Function 3 capabilities. Periodic training and exercises are also conducted to enhance effectiveness.
3. In a large event requiring local or State mutual aid assistance, ESF-3 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.
4. Throughout the response and recovery periods, ESF-3 will evaluate and analyze information regarding public works and engineering service requests for response, develop and update assessments of the impacted area, and undertake contingency planning to meet anticipated demands or needs.



### ICS: ESF 3 – Public Works and Engineering

## **B. ORGANIZATION**

Emergency Support Function 3 falls under the Infrastructure Branch, as depicted in Figure 4 above. The key emergency functions that fall under ESF 3 can be grouped into five functional categories:

1. Damage Assessment
2. Restoration of Critical Facilities and Infrastructure
3. Building Inspection and Stabilization
4. Restoration of Transportation
5. Debris Management

### **1. COUNTY**

- a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Escambia County Engineering Division staff to provide support that will provide for an appropriate, coordinated and timely response.
- b. During an emergency or disaster event, the Emergency Operations Center, Operations Section Chief will oversee resource prioritization and allocation from support agencies through the Infrastructure Branch Director.
- c. During the response phase, ESF-3 will evaluate and analyze information regarding public works and engineering service requests. Also, ESF- 3 will develop and update assessments of the public works and engineering services status in the impacted area and undertake contingency planning to meet anticipated demands and needs.
- d. Escambia County Engineering Division develops and maintains the overall Emergency Support Function 3 Standard Operating Procedures that govern response actions related to emergencies. However, support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall CEMP.

## **C. ALERTS/NOTIFICATIONS**

1. Upon activation of the CEMP, the Public Safety Bureau will notify the point of contact for Emergency Support Function 3 through multiple methods.
2. The Lead ESF 3 Coordinating Agency representative or designee will coordinate all activities of ESF-3.
3. Upon instructions to activate ESF-3, The Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

## **D. ACTIONS**

Actions carried out by ESF-3 are grouped into phases. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. ESF-3 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, may assume direct operational control of provided services.

ESF-3 will maintain lists of essential employees who because of their expertise and nature of assigned responsibilities are “on call” throughout all phases of a major disaster operation.

## **1. PREPAREDNESS ACTIONS**

- a. Actions and activities that develop Public Works and Engineering response capabilities may include planning, training, orientation sessions, and exercises for ESF-3 personnel.
- b. Prepare and maintain standard operating procedures, resource inventories, personnel rosters and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.
- c. Coordinate the development and presentation of training courses and exercises for ESF-3 personnel, provide information on critical facilities to the County Emergency Management and develop protocols for frequently provided services.
- d. Participate in all-hazards exercises involving ESF-3
- e. Assign and schedule sufficient personnel to implement ESF-3 tasks for an extended period of time.
- f. Coordinate the maintenance of lists of ESF-3 assets that can be deployed during an emergency.
- g. Identify anticipated resource shortfalls.
- h. Address planning issues on an on-going basis to identify response zones and potential staging areas.
- i. Coordinate planning with ESF-3 support agencies and other emergency support functions to refine Public Works and Engineering operations.
- j. Develop and implement emergency response activities for Public Works and engineering strategies.
- k. Maintain liaison responsibilities with support agencies.
- l. Conduct vulnerability analysis at critical facilities and make recommendations to improve the physical security.
- m. Annually update and maintain inventory of the personnel, vehicles and equipment to be used during the preparation, response and recovery phases of an emergency or disaster.
- n. Prepare and maintain a list of personnel to ensure that the 24-hour staffing needs are met to facilitate the restoration of vital infrastructure.
- o. Maintain a list of construction contractors and engineering firms with active County contracts who would be available for infrastructure repairs.
- p. Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the

ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately; this may include the development of a "go-kits" of basic supplies and equipment as appropriate.

- q. In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **2. RESPONSE ACTIONS**

- a. Coordinate ESF-3 in the County Emergency Operations Center and/or at other locations as required.
- b. Establish and maintain a system to support on-scene direction and control and coordination with county EOC.
- c. Participate in EOC briefings, and provide input to the Planning Section to assist in the preparation of the Incident Action Plans and Situation Reports.
- d. Implementation of Impact Assessment Teams (as required) to determine post-storm impact to Infrastructure Services functional group resources and ability to perform Continuity of Operations of essential functions.
- e. Mutual Aid procedures to assist with supporting issues related to a terrorist event.
- f. Pre-position response resources when it is apparent that public works and engineering resources will be necessary. Relocate public works and engineering resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- g. Monitor and direct/coordinate public works and engineering resources and response activities.
- h. Participate in EOC briefings, Incident Action Plans, Situation Reports and meetings.
- i. Coordinate with support agencies, as needed, to support emergency activities.
- j. Request State resources through the logistics section; coordinate all resources into the affected areas from designated staging areas.
- k. Coordinate with other County ESFs to obtain resources and to facilitate an effective emergency response among all participating agencies.



- l. Prioritize and implement emergency clearing of debris from transportation routes to provide access for emergency response personnel, equipment, and supplies in areas affected by an emergency or disaster.
- m. Provide life-safety services as required and appropriate.

### **3. RECOVERY ACTIONS**

- a. Continue to provide support as required until response activities are concluded or until they can be managed and staffed by the primary incident agency or jurisdictions.
- b. Coordinate and complete damage assessment for public and private infrastructure and structures. Coordinate with GIS/Planning Section to map damage assessment results and provide data to the Finance Section for potential declaration documentation.
- c. Support the Finance Section in the initiation of financial reimbursement process for these activities when such support is available.
- d. Prioritize and implement the clearing, repair or reconstruction of transportation facilities (i.e., streets, roads, bridges, ports, waterways, airfields) necessary to restore transportation capabilities.
- e. Implement Debris Management Plan.
- f. Provide damage assessment data to the Planning Section for inclusion into the incident action plan.
- g. Prioritize and implement the restoration of critical public facilities and services, including but not limited to: electricity, potable water, sanitary sewer, storm water systems, natural gas, and telephone service.
- h. Prepare a prioritized list and perform the demolition or stabilization of damaged public structures and facilities, which pose an immediate hazard or safety risk to the public health.
- i. Coordinate and assist other ESFs (Emergency Support Functions) within the Escambia County EOC (Emergency Operations Center).
- j. When requested through Escambia County's EOC, provide assistance to other local governments through existing inter-local agreements.

### **4. MITIGATION ACTIONS**

- a. Identify and seek funds for retrofitting critical facilities and providing auxiliary power.
- b. Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

### **E. DIRECTION AND CONTROL**

- 1. ESF-3 complies with the Escambia County CEMP.
- 2. ESF 3 will operate under the ICS system as supported by the CEMP and ESF-3. ESF 3 will coordinate all activities through the Infrastructure Branch Director and the Operations Section Chief.

3. ESF 3 Lead Agency will coordinate all activities of ESF 3 in cooperation with the support agencies.
4. ESF 3 will coordinate damage assessment for all public and non-profit infrastructure.
5. Each supporting agency under ESF will be responsible for their own organizations infrastructure damage assessments. ESF 3 will coordinate and facilitate the acquisition of damage assessment data with the other organizations and jurisdictions under ESF 3 to compile the data and provide it to the Finance Section for inclusion in the countywide damage assessment.
6. Other County Divisions outside of ESF 3 will coordinate damage assessment information and figures through the Finance Section for inclusion in the countywide data compilation.
7. As a Division, County Engineering Division will complete the damage assessment for County owned drainage and transportation systems. This information will be coordinated through ESF 3 and the accumulated package of damage assessment information, which will be provided to the Finance Section for potential declaration documentation.
8. As a Division, Building Inspections will do a Countywide Individual damage assessment that will identify individual business and home damages and coordinate that information through ESF 3. This information will be coordinated through ESF 3 and the accumulated package of damage assessment information, which will be provided to the Finance Section for potential declaration documentation.
9. ESF 3 will also facilitate the acquisition of the City's I.A. damage assessment information to include with data and then provide the summarized data both to GIS and the Finance Section immediately following an event.
10. All other eligible organizational damage assessments again, will be completed by those organizations, but that data will be coordinated and facilitated by and through the Finance Section directly.
11. A staffing directory and the ESF-3 Standard Operating Procedures, its accompanying Appendices, Annexes and Standard Operating Procedures are maintained by the Lead Coordinating and support agencies and updated as required.
12. ESF 3 will operate in support of the EOC operations to provide any support to any other ESF operation as needed, required, or appropriate through resource requests.

## **F. RESPONSIBILITIES**

- 1. LEAD COORDINATING AGENCY – ESCAMBIA COUNTY ENGINEERING DIVISION**
  - a. Serve as the lead agency for ESF 3, supporting the response and recovery operations after activation of the EOC and the secondary agency with respect to the Disaster Assessment Team.
  - b. Will coordinate damage assessments for public and private infrastructure

with all supporting agencies and jurisdictions and report damage assessment information to the Finance Section to be included in the cumulative figures in an effort to acquire federal declaration.

- c. Attend and document all EOC briefings to better disseminate any important information or actions to their staff and support agencies. This representative or their alternate should be prepared to provide status reports on all actions under the public works function (ESF 3) at each EOC briefing.
- d. Coordinate with first responders, ESF 4, 8, 9, 10 & 18, and the Road Division in setting priorities for road clearing to better assist ESF 9 (Search & Rescue) and their emergency response personnel.
- e. Coordinate the recovery efforts of support agencies under ESF 3 and the efforts of other ESFs under this plan.
- f. Negotiate and administer design contracts with consulting engineering firms for the repair of storm water management systems and the transportation infrastructure, as required.
- g. Coordinate with County Purchasing in awarding and administering construction contracts for the repair of storm water management systems and the transportation infrastructure.
- h. Provide documentation on utilization of manpower, equipment, and costs directly related to emergency operations by the Planning and Engineering Division. This documentation should be provided to the representative under ESF 7 (Resource Support) for official record keeping.

## **2. SUPPORT AGENCIES**

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with the Division of Transportation)

- a. Support agencies will provide assistance to the Emergency Support Function with services, staff, equipment, and supplies that compliment the entire emergency response effort as the County Emergency Response Team addresses the consequences generated by the hazards that may impact the County (i.e., severe weather, tropical cyclones, environmental biological, terrorism, technological, and mass migration, etc.). Because services and resources are subject to change from time to time, emergency coordinators are responsible for frequently updating their resources capabilities with the ESF-3.
- b. **Escambia County Road Division (ECRD)**
  - Identify and train the staff of the ECRD in emergency and disaster response procedures. There will be a minimum of one ECRD representative at the EOC during full level activation.
  - The ECRD representative will attend and document all EOC briefings to better disseminate any important information or actions to their staff. This representative or their alternate should be prepared to provide status reports on all actions taken by Escambia County Road Division personnel under ESF 3 at each EOC briefing.
  - Evaluate the initial damage assessment received from the damage assessment teams to participate in setting priorities for road clearing to better assist ESF 9 (Search & Rescue) and their emergency response personnel.

- Provide in-house repair and construction services, as resources are available, after clearing and stabilization phases are complete.
- As a part of ESF 3, assist other local governments under existing or future Mutual Aid Agreements made between Escambia County and representatives of the local governments as coordinated through ESF 5 (Information & Planning).
- Develop, maintain, and update annually an inventory showing the location of personnel, equipment, and supplies on hand to accomplish recovery of the transportation infrastructure of Escambia County.
- Assist the ESF 3 process to facilitate and compile relevant damage assessment information from all support agencies and provide to the Finance Section.
- Coordinate, contract, and implement repair and mitigation efforts for public infrastructure.

**c. Escambia County Solid Waste Management Division**

- Identify and train the staff of the Escambia County Division of Solid Waste in emergency and disaster response procedures. There will be a minimum of one Escambia County Division of Solid Waste representative at the EOC during full level activation.
- Manage all debris disposal activity. Implement the Debris Management Plan as approved.
- Approve of sites for open burning or air curtain incineration (Solid Waste Management Division from the Florida Department of Environmental Protection). The Escambia County Debris Management Plan is incorporated herein by reference.
- Keep the ESF 5 (Information & Planning) and ESF 14 (Public Information Officer) at the EOC informed of the status (i.e., opened or closed) of each site, location, types of debris taken and hours of operation. Provide public service announcements to be released by ESF 14 at the EOC. Post all activated reduction and burn sites advising the public of dates and times of operations.
- Provide documentation on utilized manpower, equipment, and costs directly related to emergency operations to the representative under ESF 7 (Resource Support), for official record keeping and reporting to Federal and State for possible reimbursement.

**d. Escambia County Office of Transportation and Traffic Operations/Economic Development**

- Complete damage assessment of traffic control devices and report all assessment figures to the ESF 3 lead.
- Coordinate replacement and repair of all traffic control devices as it relates to traffic signal equipment and operations.
- Provide support to the Road Division in damage assessment to road sign repair and replacement.
- Provide support to the Building Inspections and Engineering Divisions with damage assessments for public infrastructure and private property

- as it relates to the Public Assistance and Individual Assistance programs.
- Coordinate with FDOT on traffic signal operations for repairs and replacement as it relates the State roadway system and other federal aid roadways in Escambia County.

e. **Escambia County Building Inspections Division**

- Identify and train staff through the Training Officer at the EOC to perform damage assessments under the control of the Damage Assessment Team Chairperson during exercises and EOC activations.
- Provide documentation on utilized manpower, equipment, and costs directly related to emergency operations to the representative under ESF 7 (Resource Support), for official record keeping and reporting to Federal and State for possible reimbursement.
- Direct the Damage Assessment Team in all preliminary damage assessment activities as it may relate to private property.
- Identify personnel to be trained through the Training Officer at the EOC in damage assessment methodology.
- The Chairperson will provide the Director of Engineering at the EOC initial damage assessment information as soon as possible so priorities for emergency debris clearance can be directed to assist ESF 9 (Search & Rescue).
- Assist and provide unassigned personnel as needed to the disaster recovery centers or shelters.
- Inspect and enforce regulations regarding any un-permitted activity and/or un-licensed contractors.
- Coordinate and summarize private property damage assessment data with/from other jurisdictions to support the federal declaration effort.

g. **City of Pensacola**

- Identify to the ESF 3 representative all critical transportation routes and water supplies requiring immediate clearing and restoration in order to save lives and property within the jurisdictional City Limits of Pensacola.
- Provide equipment and personnel for clearing of prioritized transportation routes within the City of Pensacola, to allow emergency personnel and equipment to rescue and respond to an affected area.
- Provide documentation on utilized manpower, equipment, and costs directly related to emergency operations to their City representative, for official record keeping and reporting to Federal and State for possible reimbursement or make arrangements for separate Public Worksheet from Federal or State governments.
- Coordinate with ESF 3 in acquiring Public Assistance and Individual Assistance damage assessment figures from the City jurisdiction.

h. **Town of Century**

- Identify to the ESF 3 representative all critical transportation routes and water supplies requiring immediate clearing and restoration in order to save lives and property within the Town Limits of Century.

- Provide equipment and personnel for clearing of prioritized transportation routes within the Town of Century, to allow emergency personnel and equipment to rescue and respond to an affected area.
- Provide documentation on utilized manpower, equipment, and costs directly related to emergency operations to the City's representative, for official record keeping and reporting to Federal and State for possible reimbursement or make arrangements for separate Public Worksheet from Federal or State governments.
- Coordinate with ESF 3 in acquiring Public Assistance and Individual Assistance damage assessment figures from the town jurisdiction.

**i. Santa Rosa Island Authority (SRIA)**

- Identify to the ESF 3 representative all critical transportation routes and water supplies requiring immediate clearing and restoration in order to save lives and property within the jurisdiction of SRIA.
- Provide personnel within the jurisdiction of SRIA, to assist emergency personnel and equipment to rescue and respond to an affected area.
- Provide documentation on utilized manpower, equipment, and costs directly related to emergency operations to the representative under ESF 7 (Resource Support), for official record keeping and reporting to Federal and State for possible reimbursement or make arrangements for separate Public Worksheet from Federal or State governments.
- Coordinate with ESF 3 in acquiring Public Assistance and Individual Assistance damage assessment figures from the SRIA jurisdiction.

**j. Emerald Coast Utility Authority (ECUA)**

- Provide the PIO at the EOC with information on the pick up times to be provided in public service announcements.
- Provide documentation on utilized manpower, equipment, and costs directly related to emergency operations to the representative under ESF 7 (Resource Support), for official record keeping and reporting to Federal and State for possible reimbursement.
- Coordinate with ESF 3 in acquiring Public Assistance and Individual Assistance damage assessment figures from the ECUA jurisdiction.

**k. Development Review Division**

- Coordinate the Flood Insurance Program for FEMA
- Coordinate the implementation of the County Post-Disaster Redevelopment Plan

**l. Other Utility Companies**

- Coordinate damage assessment figures with ESF 3, Engineering Division, to include in assessment figures in the effort to acquire a

federal declaration.

- Coordinate with ESF 3 on any relevant project worksheets as eligible for infrastructure repair and mitigation.
  
  - Bratt Davisville Water Systems
  - College Hill Water Service
  - Energy Services of Pensacola
  - Escambia River Electric Cooperative
  - Farm Hill Utilities, Inc.
  - Gonzalez Water Service
  - Gulf Power
  - Molino Utilities
  - Okaloosa Gas District
  - Peoples Water Service Company
  - Walnut Hill Waterworks
- Advise the ESF 3 representative of the status of restoration of utility services within service areas.
  
  - Have one representative available to respond to questions and provide information at EOC briefings. Maintain one representative from each utility company until each is deactivated by the EOC. Provide damage assessment information to the Damage Assessment Team Chairperson so the Public Works representative can prioritize recovery operations.
  
  - Provide adequate manpower to restore their particular utility.
  
  - Provide documentation on utilized manpower, equipment, and costs directly related to emergency operations to their representative for official record keeping and reporting to Federal and State for possible reimbursement or make arrangements for separate D.S.R. from Federal or State governments.

**m. Florida Division of Transportation**

- Identify to the ESF 3 representative all critical State transportation routes requiring immediate clearing and restoration in order to save lives and property.
  
  - Provide equipment and personnel for clearing of the prioritized transportation routes, which will allow emergency personnel and equipment to rescue and respond to an affected area.
  
  - As the primary State of Florida agency for ESF 3, FDOT will coordinate the State's ESF 3 operations with the County's ESF 3.
- n. Provide documentation on utilized manpower, equipment, and costs directly related to emergency operations to their State representative under ESF 7 (Resource Support), for official record keeping and reporting to Federal and State for possible reimbursement or make arrangements for separate Public Worksheet from Federal or State governments.

**G. FINANCIAL MANAGEMENT**

1. ESF-3 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each

agency/division is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.

2. Expenditures by support entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

**a. REFERENCES AND AUTHORITIES**

- State ESF-3 annex
- Florida Statutes, Chapter 376, Pollutant Discharge and Prevention and Removal
- Florida Statutes, Chapter 380, Land and Water Management
- Escambia County Debris Management Plan, Solid Waste Management Division (2010)



## **Emergency Support Function (ESF) 4 Fire Fighting**

**Lead Coordinating Agency:** Escambia County Fire-Rescue Division

**Support Agencies:** City of Pensacola Fire Department  
Escambia Search and Rescue, Inc.  
Florida Division of Forestry  
Southwest Panhandle Search & Rescue

### **I. Purpose**

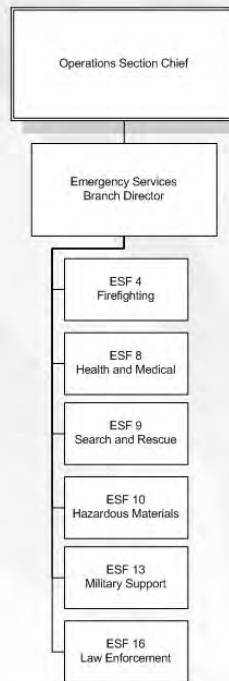
The purpose of Emergency Support Function-4 (ESF-4) is to provide fire service coordination and support services in support of emergency events in Escambia County. ESF-4 can provide personnel and resources to support preparedness, response, recovery and mitigation in support of the primary emergency management objectives. ESF-4 resources are used when individual agencies are overwhelmed and additional fire service assistance is requested.

### **II. Concept of Operations**

#### **A. GENERAL**

1. ESF-4 is organized consistent with the CEMP. This structure and system supports incident command, assessment, planning, procurement, deployment, coordination, and support operations to Escambia County through the EOC.
2. Procedures, protocols and plans for disaster response activities are developed to govern staff operations at the Escambia Emergency Operations Center and in the field. These are in the form of the CEMP and corresponding Appendices, and Standard Operating Guidelines, which describe ESF-4 capabilities. Periodic training and exercises are also conducted to enhance effectiveness.
3. In a large event requiring local and State mutual aid assistance, ESF-4 will coordinate with support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.
4. Throughout the response and recovery periods, ESF-4 will evaluate and analyze information regarding fire detection, suppression, and prevention requests for response, develop and update assessments of the fire service situation and status in the impact area, and do contingency planning to meet anticipated demands or needs.
5. When an event is focused in scope to a specific type or response mode technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.

## ESF 4 EOC Organizational Structure



### Incident Command System: ESF 4 – Fire Fighting

## B. ORGANIZATION

### 1. COUNTY

- a. During an activation of the County Emergency Operations Center, support agency staff are integrated with the Escambia County Fire-Rescue Division staff to provide support that will allow for an appropriate, coordinated and timely response.
- b. During an emergency or disaster event, the Emergency Operations Center, Operations Section Chief will oversee resource prioritization and allocation from support agencies through the Emergency Services Branch Director.
- c. During the response phase, ESF-4 will evaluate and analyze information regarding fire service requests. Also, ESF-4 will develop and updates assessments of the fire service status in the impact area and undertake contingency planning to meet anticipate demands and needs.
- d. Escambia County Fire-Rescue Division develops and maintains the overall ESF-4 Standard Operating Procedures that govern response actions related to emergencies. However, support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall Emergency Operations Plan. All such documents will be in compliance with the County Comprehensive Emergency Management Plan.

- e. ESF 4 will also provide impact assessment and needs assessment information back to the EOC as an organization in the field and in the community in the aftermath of a disaster to assist with data needed in the decision making process for prioritization of response in the community.

### **C. ALERTS/NOTIFICATIONS**

1. Upon activation of the CEMP, the Public Safety Bureau will notify the point of contact for ESF-4 through multiple methods.
2. The Lead ESF 4 Coordinating Agency representative or designee will coordinate all activities of ESF-4.
3. Upon instructions to activate ESF-4, The Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

### **D. ACTIONS**

Actions carried out by ESF-4 are grouped into phases. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. ESF-4 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services. The following services may be provided:

- Assessment of Fire Rescue needs and potential impacts.
- Fire Rescue personnel.
- Fire Rescue equipment and supplies.
- Evacuation and Re-entry support.
- Emergency responder health and safety.
- Radiological/chemical/biological hazards.
- Mental health and crisis counseling for responders.
- Fire Rescue Public Information and risk communication.
- Fire Rescue Management, Command and control of assets.
- Fire Rescue activities related to terrorist threats and/or events.
- Catastrophic incident and alternate Fire Service facility support.

#### **1. PREPAREDNESS ACTIONS**

- a. Actions and activities that develop fire service response capabilities may include planning, training, orientation sessions, and exercises for ESF-4 personnel and other emergency support functions that will respond with ESF-4. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- b. Fire Departments will jointly address planning issues on an on-going basis to identify response zones, potential staging areas, potential medical facilities, and establish specialized teams as needed.
- c. Coordinate planning with ESF-4 support agencies and other emergency support functions as appropriate to refine fire- rescue operations.

- d. Coordinate the development and refine procedures to be used in the following field surveys: Rapid Impact Assessment, as required, and community Fire-Rescue assessments.
- e. Coordinate training and exercise for EOC and fire service response team members.
- f. Prepare and maintain standard operating procedures, resource inventories, personnel rosters and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.
- g. Coordinate the development and implementation of emergency response and fire fighting strategies.
- h. Coordinate and participate in training courses for ESF-4 personnel, provide information on critical facilities to the County Emergency Management and develop protocols for frequently provided services.
- i. Maintain liaison with support agencies.
- j. Coordinate vulnerability analysis at critical facilities and make recommendations to improve the physical security.
- k. Coordinate/participate in all-hazards exercises involving ESF-4.
- l. Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately, this may include the development of a "go-kits" of basic supplies and equipment as appropriate.

- m. In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## 2. RESPONSE ACTIONS

- a. Coordinate ESF-4 operations in the County Emergency Operations Center and/or at other locations as required.
- b. Establish and maintain a system to support on-scene direction and control and coordination with county EOC, Regional Domestic Security Task Force and the State EOC, or other coordination entities as appropriate.
- c. Coordinate implementation of Impact Assessment Teams to determine post-storm impact to Emergency Services functional group resources and ability to perform Continuity of Operations of essential functions.
- d. Fire-Rescue support to the RDSTF in the investigation of a terrorist attack.
- e. Pre-position response resources when it is apparent that fire-fighting resources will be necessary. Relocate fire-fighting resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- f. Monitor and direct fire fighting resources and response activities.
- g. Participate in EOC briefings, Incident Action Plans, Situation Reports and meetings.
- h. Coordinate with support agencies, as needed, to support emergency activities.
- i. Obtain additional State resources through the Logistics section; coordinate all resources into the affected areas from designated staging areas.
- j. Coordinate with other County ESFs to obtain resources and to facilitate an effective emergency response among all participating agencies.

### **3. RECOVERY ACTIONS**

- a. The Emergency Services Branch Director, in consultation with the requesting jurisdiction, may obtain additional fire service resources via established mutual aid agreements.
- b. The Florida Department of Financial Services, State Fire Marshals Office serves as the lead agency for fire rescue coordination for State resources in support of local operations and will designate a liaison to the EOC from the Regional Office and/or the Regional Domestic Security Task Force (RDSTF). The liaisons have been trained to carry out ESF-4 responsibilities and will function as State coordinators, assessors, and operational personnel in support of local EOC or field activities.
- c. If more than one county emergency management operation center is activated, fire service may support the coordination of an event response with regional resources or request additional resources from the State Emergency Operations Center. The State Fire Service agencies will participate in a Multi-Agency coordinating entity to coordinate requests for fire service resources among multiple Emergency Operations Centers.

### **4. MITIGATION ACTIONS**

- a. Identify and seek funds for retrofitting critical facilities (Fire-Rescue) and providing auxiliary power.
- b. Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

## **E. DIRECTION AND CONTROL**

1. ESF-4 complies with the National Response Framework, the National Incident Management System and uses the Incident Command System to manage its emergency/disaster responsibilities.
2. The ESF-4 system operates at two levels:
  - a. County Emergency Operations Center;
  - b. Field operations.
4. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center in coordination with ESF-4 and the incident commander.
5. A staffing directory and the ESF-4 Standard Operating Procedures are maintained by the Lead Coordinating Agency and updated as required.
5. In accordance with a mission assignment from ESF-4, and further mission tasking by a local primary agency, each support organization assisting ESF-4 assignment will retain administrative control over its own resources and personnel but will be under the operation control of ESF-4. Delegation of mission operational control may be delegated to a management Support Unit, Multi-Agency Coordination Team or a local entity.

## **F. RESPONSIBILITIES**

### **1. PRIMARY AGENCY – ESCAMBIA COUNTY FIRE-RESCUE DIVISION**

- a. Provide leadership in directing, coordinating and integrating overall County efforts to provide fire rescue assistance to affected areas and populations through ESF 4 and the supporting agencies.
- b. Staff and operate a National Incident Management system compliant command and control structure (i.e., Incident Command System) to assure that services and staff are provided to areas of need.
- c. Coordinate and direct the activation and deployment of County agencies fire rescue personnel, supplies, and equipment and provide certain direct resources.
- d. ESF-4 Representatives or designees will jointly evaluate the emergency situation, make strategic decisions, identify resource needs and secure resources required for field operations.
- e. Monitor fire fighting emergency response and recovery operations. ESF-4 Fire Chiefs or designees will coordinate all State and Federal fire fighting resources into the affected areas from staging areas.
- f. Manage fire fighting and other emergency incidents in accordance with each department's Standard Operating Procedures and under the direction of ESF-4 Representatives or designee.
- g. Make specific requests for fire fighting assistance to the State ESF 4/State Fire Marshal's Office, through the Escambia County Liaison, as needed.
- h. Re-assess priorities and strategies, throughout the emergency, according to the most critical fire service needs.
- i. Assist with emergency evacuations and re-entry of threatened areas of the County.
- j. Demobilize resources and deactivate the ESF 4 station upon direction from the County Incident Commander.
- k. Coordinate field impact assessment information back through the EOC as appropriate.

## **2. SUPPORT AGENCIES**

- a. Support agencies will provide assistance to the Emergency Support Function and coordinate services, staff, equipment, and supplies to meet the community needs and that compliment the entire emergency response effort generated by the hazards that may impact the County.
- b. The Public Safety Bureau will provide EOC support, conduct briefings, direct needs assessments, distribute key information, and serve as liaison to the State EOC to request resources.
- c. Escambia Search and Rescue, Inc. (Emergency Support Function 9) will provide assistance in initial needs assessment, and augment fire service operations through specialized response capabilities.
- d. The Florida Fire Chiefs' Association will work with the Department of Financial Services by forwarding requests for fire fighting assistance to the seven regional response zones designated in the State of Florida Fire-Rescue Disaster Response Plan (prepared by the Florida Fire Chiefs Association).

- e. The Department of Agriculture and Consumer Services, Division of Forestry serves as a primary agency during activation of the State Emergency Operations Center for a wildfire, will also request and coordinate the use of all State controlled and/or Forestry Agency Compact assets that are ordered for control of wildfires.
- f. City of Pensacola Fire Department will maintain services within the City limits and either provide support or request assistance in meeting that mission throughout the County in coordination with efforts at the ESF 4 desk.
- g. Florida Division of Forestry will take the lead in all local wildfire response with ESF 4 support. In other disaster incidents, DOF will provide manpower and equipment support as available to support the ESF 4 efforts.
- h. Southwest Panhandle Search & Rescue (Emergency Support Function 9) will provide assistance in initial needs assessment, and augment fire service operations through specialized response capabilities.

## **G. FINANCIAL MANAGEMENT**

1. Each agency is responsible for managing financial matters related to resources that are procured or provided to fulfill a local, regional, statewide, or countrywide need and used during an event. ESF 4 will coordinate this information for reporting purposes with the support agencies and report the information to the EOC as appropriate. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource during or after the event as required.
2. Expenditures by other departments and organizational entities will be documented by those individual entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible for disaster documentation purposes only. Financial reimbursements will be managed and applied for by the individual organizations and agencies.

## **H. REFERENCES AND AUTHORITIES**

- State ESF-4
- Fire Suppression Draft – Forestry
- The Guidelines of the State Emergency Response Team for Wildfire Events.” 1999 version
- The Florida fire Chiefs’ Association, Fire-Rescue Disaster Response Plan.
- Memorandum of Understanding with Emergency Support Function 8,” (March 1999).



## **Emergency Support Function (ESF) 5 Information and Planning (Planning Section)**

**Lead Coordinating Agency:** Escambia County, Development Services Bureau

**Support Agencies:** Escambia County Emergency Management Division  
Escambia County Geographical Information System Division  
Emergency Support Function 18-Business & Industry

### **I. Purpose**

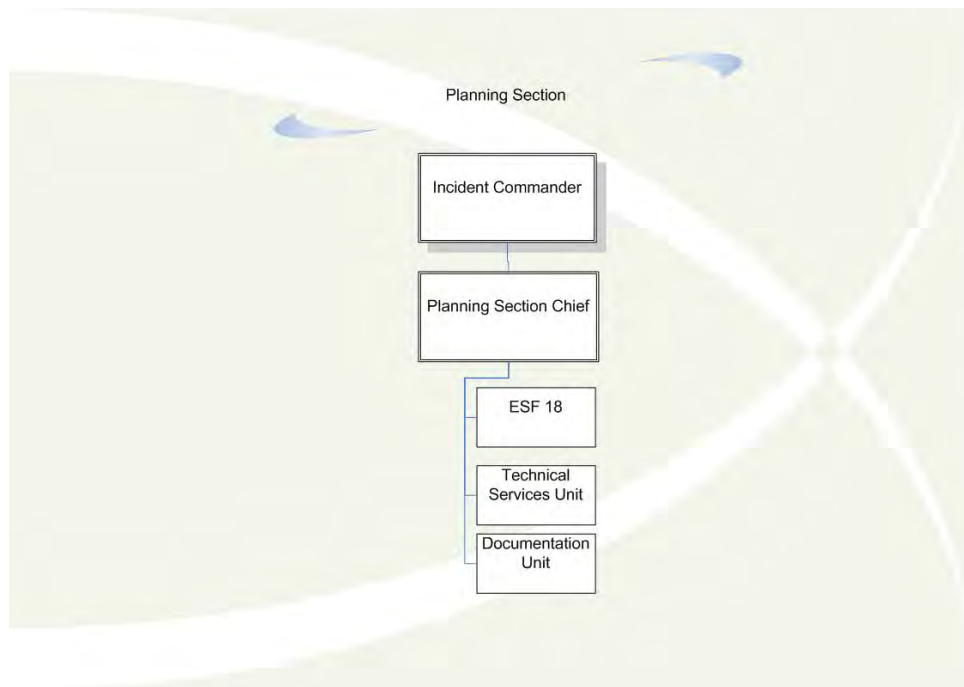
The purpose of Emergency Support Function-5 (ESF-5) is to: 1) collect, analyze, and disseminate tactical and planning information on the nature, scope and potential impacts of an incident or major disaster; 2) use this intelligence to support the Command Group, Logistics, and Operations in their impact assessment and response missions; and 3) identify and anticipate future needs and resource requirements, and incorporate this analysis into incident action plans, situation reports, and other planning documents.

### **II. Concept of Operations**

#### **A. GENERAL**

1. ESF-5 is organized consistent with State Emergency Operations Center and the requirements of the National Response Framework, the National Incident Management System, and the Incident Command System in order to provide incident assessment, planning, and support operations to Escambia County.
2. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Escambia Emergency Operations Center and in the field. These are in the form of the CEMP and corresponding Appendices, and Standard Operating Procedures, which describe ESF-5 responsibilities. Periodic training and exercises are also conducted to enhance effectiveness.
3. In a large event requiring local or state mutual aid assistance, ESF-5 will work with its support agency counterparts to gather status information, statistics, situation reports, and planning initiatives.
4. The development of a fully functional, effective, and sustainable ESF 5 capability for Escambia County will be guided by the following principles:
  - a. All Emergency Support Functions will be fully integrated into all phases of ESF 5.
  - b. ESF 5 will address the potential impacts of natural, technological and man-made hazards.
  - c. Planning for recovery will begin immediately upon impact of a disaster by means of a core Recovery Planning Unit within ESF 5/Planning Section.
  - d. Emphasis will be given to pre-disaster planning for post-disaster utilization of disaster intelligence to support Incident Action Planning.

- e. ESF 5 generated information and analyses will be used in three phases of disaster operations: pre-landfall (predicted impacts of hurricanes); post-landfall immediate response; and sustained response/immediate recovery phase.
5. Information and Planning will give priority to five fundamental, interrelated functions:
- a. Use of technology and human intelligence to collect, analyze, and disseminate information on disaster impacts, including direct impacts (people, buildings, infrastructure) and indirect impacts (debris generated, hazmat releases)
  - b. Assess the capabilities of local government, the business community and volunteer agencies to effectively respond to the disaster.
  - c. Assess and prioritize the immediate needs of impacted communities and neighborhoods.
  - d. Incorporate the analyses into Incident Action Plans that establish operational objectives, and identify resource requirements to accomplish these objectives.
  - e. Utilize an Incident Action Matrix to establish priorities, and track progress in meeting objectives.



**ICS: Planning Section-ESF 5 – Information and Planning**

## B. ORGANIZATION

### 1. COUNTY

- a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Public Safety Bureau, Emergency Management Division staff to provide support that will allow for an appropriate, coordinated and timely response.
- b. The Public Safety Bureau, Emergency Management Division develops and maintains the overall ESF-5 Appendices, annexes and Standard Operating Guidelines that govern response actions related to emergencies. However support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall CEMP.
- c. Consistent with NIMS, ESF 5 will establish and integrate ESF 18 and the GIS Technical Services unit as standard practice. Additional units may be added as the situation dictates, such as a documentation unit or other technical support units.
- d. The **Planning** Section is responsible for incorporating information and analysis on the current and forecasted situation into incident action plans and situation reports, which set forth tactical objectives for subsequent operational periods.
- e. The **Technical Services** section brings together technical specialists whose skills are critical to the use of proven information management systems and technologies to support the ESF 5 mission. Among the tools and technologies that will be used in the ESF 5 for Escambia County:
  - Geographic Information Systems (GIS)
  - HAZUS-MH (FEMA's multi-hazard loss estimation methodology)
  - HURREVAC
  - Remote sensing
  - SLOSH (surge model)
  - Any other technical services provided by outside contractors

The Technical Services section will perform three interrelated functions: 1) to fully integrate GIS into ESF 5; 2) to become proficient in the identification and application of the analyses that contribute to the ESF 5 mission, including HURREVAC, HAZUS-MH, and SLOSH; and 3) to provide the analyses to the planning unit in a format that can be readily used to prepare Incident Action Plans and other reports.

- f. The **Documentation** section maintains accurate and complete incident files, including a record of the major steps that ESF 5 has taken in preparing and executing the Incident Action Plans.

## C. ALERTS/NOTIFICATIONS

1. Upon activation of the CEMP, the Public Safety Bureau will notify the point of contact for ESF-5 through multiple methods.
2. The Lead ESF 5 Coordinating Agency representative or designee will coordinate all activities of ESF-5.
3. Upon instructions to activate ESF-5, The Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

## **D. ACTIONS**

Actions carried out by ESF-5 are grouped into phases. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. ESF-5 encompasses a full range of activities from training to the provision of field services.

### **1. PREPAREDNESS ACTIONS**

Priority will be given to developing an enhanced ESF 5 capability in Escambia County as part of an ongoing effort to ensure operational readiness for major or catastrophic disasters. This section highlights four key preparedness initiatives.

#### **a. Intelligence Collection and Analysis**

- Gather real-time information as to the status or preparedness activities, information, and planning initiatives for the next operational period.
- Utilize various software packages, conference calls, meetings, etc. to gather information and data on the status of operations and the planning initiatives for the next operational period.
- Facilitate information sharing in the EOC with each ESF as needed and required to gather valuable decision-making information for decision makers.
- To evaluate ESF resource and capabilities and shortfalls (e.g., availability of trained personnel, equipment, supplies) to determine the level of State and Federal assistance that is needed, organized by ESF.
- To rapidly communicate estimated ESF shortfalls to the Escambia County Command Group and Florida DEM.
- Coordinate Planning Meetings.
- Coordinate Briefings if necessary.
- Work with the Operations Section Chief and Command Staff and provide planning parameters and information.

#### **b. Training**

Training is a critical Preparedness component of ESF 5. The objective is to develop and sustain a capability in Escambia County to routinely implement each phase and function of ESF 5. Accordingly, training will address the following:

- ESF 5 – Planning and Information – overview of key components of ESF 5; role, requirements and integration of ESF 5 under NIMS.
- Intelligence and Analysis - procedures for identifying, collecting, prioritizing and utilizing intelligence.
- Use of Predictive Models – coordination with Florida DEM in use of HAZUS-MH and SLOSH for rapid needs assessment; templates; SOPs; identification of needed local expertise (GIS)
- Preparation and Utilization of Incident Action Plans
- Incident Action Matrix: A Tool for Establishing Priorities, Assigning Tasks to Agencies, and Tracking Progress

**c. Exercises**

Consistent with NIMS, Escambia County will incorporate ESF 5 plans and procedures into exercises that will be conducted at the local and State level. On an annual basis exercises will be used to evaluate ESF 5 readiness:

- Use of a Public Safety Bureau Division of Emergency Management tabletop exercise to test the readiness of ESF 5 – and specifically the ability to collect, analyze, and disseminate disaster intelligence, and to use this analysis in the preparation of Incident Action Plans.
- Incorporation of County ESF 5 procedures into the annual State of Florida hurricane exercise

**d. COOP**

- Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their

resources appropriately, this may include the development of a “go-kits” of basic supplies and equipment as appropriate.

- In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **2. Response Actions**

The effectiveness of a response operation will be a function in large part by the ability of ESF 5 to generate accurate, timely and usable disaster intelligence *prior to, during* and *after* an event occurring. Specific operational objectives and standards are outlined below, to guide the continued development of ESF 5 in Escambia County.

- Use disaster intelligence in the preparation of Incident Action Plans that set forth operational objectives for each operational period.
- Review pre-determined requests for pre-positioning of critical resources (personnel, equipment, supplies).
- Use disaster intelligence to refine and implement protective actions for Escambia County.
- Collect, analyze and apply disaster intelligence in formation and deployment of local damage assessment teams.
- Use disaster intelligence in the deployment of local damage assessment teams.
- Use disaster intelligence and impact assessments in requests for activation of Rapid Response Teams (RRT) should situation warrant.
- Use disaster intelligence and impact assessments in requests for activation of Rapid Impact Assessment Teams (RIAT).
- Develop and utilize the Incident Action Matrix to track and manage resources (personnel, teams, facilities, supplies, major items of equipment).

## **3. Recovery Actions**

Planning for recovery should begin with initial analyses of the potential impacts of the disaster (for hurricanes, in the pre-landfall phase). Recovery planning under ESF 5 will address the following:

- Damage assessment requirements and priorities
- Emergency and temporary housing issues
- Business impacts (direct and indirect)
- Debris management
- Route clearance
- Utilities restoration
- Human needs
- And others

## **4. Mitigation Actions**

- Provide analysis to help mitigate the event as much as possible in support of operations.

## **E. DIRECTION AND CONTROL**

1. The Development Services Bureau serves as the focal point for ESF-5 activities. It is responsible for ensuring that all appropriate program departments, support agencies, other Emergency Support Functions and other private voluntary agencies have knowledge about the system and ESF-5 expectations, as well as coordinate and cooperate efficiently during an event.
2. The ESF-5 systems operates in two arenas;
  - a. The County Emergency Operations Center
  - b. field locations
3. A staffing directory and the ESF-5 Standard Operating Procedures, its accompanying Appendices, Annexes and Standard Operating Procedures are maintained by the Primary Coordinating Agency and updated as required.
5. In accordance with a mission assignment from ESF-5, and further mission tasking by a Local primary agency, each support organization assisting ESF-5 assignment will retain administrative control over its own resources and personnel but will be under the operation coordination of ESF-5 and the planning section.

## **F. RESPONSIBILITIES**

### **1. LEAD COORDINATING AGENCY – Development Services Bureau**

- a. Coordinate and manage the ESF 5 function, including the four branches: Intelligence, Planning, Technical Services, and Documentation.
- b. Collect and process information received from State Rapid Impact Assessment Teams (RIAT) and predictive models, analyze this information, and share with the Planning section.
- c. Identify and train County staff to support ESF 5 sections, as outlined in the Plan.
- d. Coordinate the development and implementation of the Preparedness activities, as outlined in the Plan.
- e. Coordinate with ESF 7 to ensure that all available resources are logged and requests for resources are filled.
- f. Ensure that copies of all news releases and situation reports are transmitted to the SEOC (if present, this will be the responsibility of a SERT Liaison).
- g. Coordinate the management of GIS information and the ability to create visual assessments of the event in any operation as necessary.

### **2. SUPPORT AGENCIES**

- a. The Development Services Bureau will provide technical and staffing assistance to ESF 5 to support Planning Section operation.

- b. GIS will provide technical GIS mapping services to support operations.
- c. City of Pensacola will provide expertise from the City's jurisdiction on various data to include growth management and redevelopment issues.
- d. NESD will provide informational support as to the environmental impacts of the event as well as the neighborhood impacts and housing issues for inclusion into planning meetings and reports.

#### **G. FINANCIAL MANAGEMENT**

1. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event.
2. Expenditures by support entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible.

#### **H. REFERENCES AND AUTHORITIES**

- State ESF-5 Annex



## **Emergency Support Function (ESF) 6 Mass Care**

<b>Lead Coordinating Agency:</b>	American Red Cross of Northwest Florida The Salvation Army
<b>Support Agencies:</b>	Escambia County Department of Health Escambia County School District Lakeview Center, Baptist Healthcare Pensacola State College Pensacola Naval Air Station University of West Florida Be Ready Alliance Coordinating for Emergencies

### **I. Purpose**

The purpose of Emergency Support Function-6 (ESF-6) is to coordinate the emergency provision of emergency shelter, emergency mass feeding, and the distribution of coordinated relief supplies for victims of a disaster and disaster workers. ESF-6 resources are used when individual agencies are overwhelmed and additional mass care, mass feeding assistance, and distribution of coordinated relief supplies is requested.

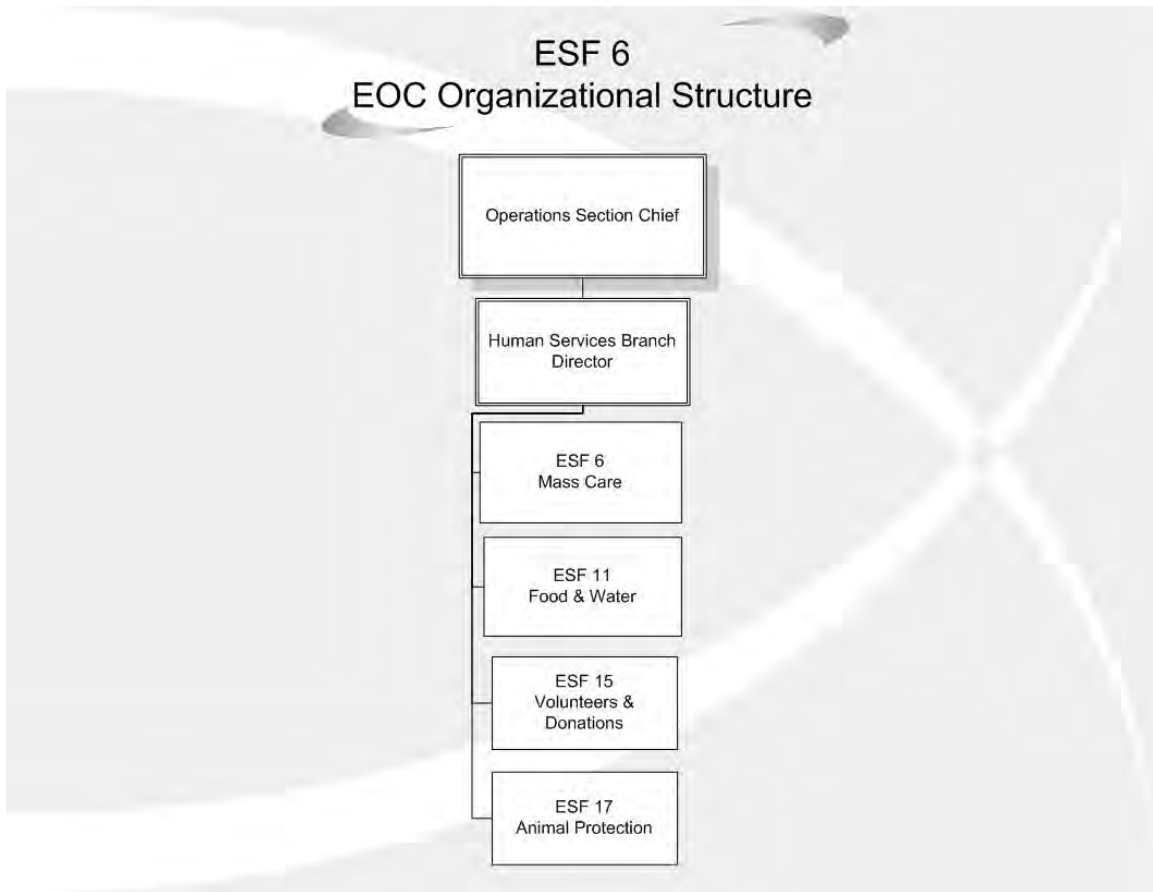
### **II. Concept of Operations**

#### **A. GENERAL**

1. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Escambia Emergency Operations Center and in the field. These are in the form of the CEMP and corresponding Appendices, and Standard Operating Procedures, which describe ESF-6 responsibilities. Periodic training and exercises are also conducted to enhance effectiveness.
3. In a large event requiring local or State mutual aid assistance, ESF-6 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.
4. Throughout the response and recovery periods, ESF-6 will evaluate and analyze information on requirements for mass care, mass feeding and distribution of relief supplies; develop and update assessments of the mass care and mass feeding situation and status in the impact area; and undertake contingency planning to meet anticipated demands or needs.
5. When an event is focused in scope to a specific type or response mode, technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.
6. The State of Florida has adopted ARC 3041 as model shelter guidelines. Regardless of the scale of the emergency or disaster, all shelters should be managed in accordance with these guidelines. The American Red Cross of

Northwest Florida will train without charge, shelter managers and shelter staff to operate shelters under American Red Cross guidelines.

7. ESF 18 has been tasked to address the requirements of persons with special needs, including their sheltering requirements. ESF 6 will coordinate with ESF 18 to ensure regular dietary feeding at the special needs shelter. Special diet requirements will remain the responsibility of ESF 18.
8. For small shelter operations, there may be an opportunity to minimize the community impacts on local resources where co-locating the special needs shelter operations with the general population shelter operations may be beneficial.
9. BRACE will coordinate efforts to shelter children of first responders with the support of the lead and support agencies and its partner organizations.



**Incident Command System: ESF 6 – Mass Care**

## **B. ORGANIZATION**

### **1. COUNTY**

- a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the American Red Cross staff to provide support that will allow for an appropriate, coordinated and timely response.
- b. During an emergency or disaster event, the Emergency Operations Center, Operations Section Chief will oversee the prioritization of resources from the support agencies through the Human Services Branch Director.
- c. During the response phase, ESF-6 will evaluate and analyze information regarding mass care, mass feeding and distribution of relief supplies. Also, ESF-6 will develop and update assessments of the mass care services status in the impact area and undertake contingency planning to meet anticipate demands and needs.
- d. The American Red Cross will be responsible to coordinate the development and maintenance of the overall ESF-6 Standard Operating Procedures that govern response actions related to emergencies. However support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall CEMP. All such documents will be in compliance with the National Response Plan, the National Incident Management System, the Incident Command System and the County Comprehensive Emergency Management Plan.
- e. ESF-6 falls under the Human Services Branch, and is closely coordinated with the other Emergency Support Functions that address basic needs of the impacted population: Food and Water (ESF 11), Volunteers and Donations (ESF 15), Animal Protection (ESF 17) and Special Needs (ESF 18). ESF-6 organization will be guided by the following:
  - The Human Services Branch Director will provide input to the Operations Section in the assessment of the magnitude of the disaster impacts, the identification of operational priorities; and assessments of resources needs and potential shortfalls.
  - The American Red Cross of Northwest Florida will be the lead coordinating agency for ESF 6 with operational support provided from the support agencies.
  - Lead and support agencies will provide sufficient personnel to staff the Emergency Support Function 24 hours per day, seven days per week. The staff will be qualified persons able to facilitate decisions for the department they represent.
  - ESF-6 representative at the EOC will be the coordinating link or conduit for operations during an emergency or disaster operation.
  - The Red Cross chapter DOC will continuously provide support information to the ESF-6 representative at the EOC by providing comprehensive reports on all sheltering and mass feeding operations. These comprehensive reports will address openings, closings, shelter locations, shelter censuses and mass feeding locations.
  - Support agencies, other than those represented at the EOC, will coordinate all their responsibilities under ESF-6 with the ESF lead.
  - The EOC leadership through the Logistics Section will determine the need to establish a County Staging Area to receive disaster related commodities from the State Logistics Staging Area. County Staging Areas receive these disaster commodities, account for them, store commodities as required, ship commodities to Points of Distribution, redirect and recover unused supplies.

## **C. ALERTS/NOTIFICATIONS**

1. Upon activation of the CEMP, the Department of Public Safety will notify the point of contact for ESF-6 through multiple methods.
2. The Lead ESF 6 Coordinating Agency representative or designee will coordinate all activities of ESF-6.
3. Upon instructions to activate ESF-6, The Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

## **D. ACTIONS**

Actions carried out by ESF-6 are grouped into phases. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. ESF-6 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services.

- Assessment of the potential disaster impacts on the general population, including vulnerable groups that are identified in the Basic Plan.
- Emergency responder health and safety.
- Mental health and crisis counseling for responders.
- Activities of support agencies.

### **1. PREPAREDNESS ACTIONS**

#### **a) General**

(1) Actions and activities that develop Mass Care response capabilities may include planning, training, orientation sessions, and exercises for ESF-6 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with ESF-6. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.

(2) Coordinate planning with ESF-6 support agencies, and other emergency support functions to refine Mass Care operations.

(3) Coordinate training of ESF-6 staff in the utilization of disaster intelligence from ESF 5 (HAZUS-MH, RIAT) to identify and scale the potential ESF-6 mission, including Mass Care and Mass Feeding.

(4) Coordinate training and exercise for EOC and Mass Care Team members.

(5) Prepare and maintain emergency operating procedures, resource inventories, personnel rosters and resource mobilization information necessary for implementation of the responsibilities of the lead agency.

(6) Ensure lead agency personnel are trained in their responsibilities and duties.

(7) Coordinate the development and presentation of training courses for ESF-6 personnel, provide information on critical facilities and develop protocols for frequently provided services.

(8) Maintain liaison with support agencies.

(9) Coordinate vulnerability analysis at critical facilities and make recommendations to improve the physical security.

(10) Coordinate all hazards exercises involving ESF-6.

(11) Coordinate and plan for the operations of community risk and host shelter needs before, during, and after a disaster event with all necessary support agencies and organizations.

(12) Maintain up to date data on all operations and coordinate with the Planning Section on such information.

(13) Coordinate with Logistics Section for any anticipated or potential shortfalls in resources.

(14) Conduct cross-training of CERT personnel for service in Mass Care and Sheltering as liability issues may be identified and resolved.

(15) Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools,

or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately, this may include the development of a “go-kits” of basic supplies and equipment as appropriate.

(16) In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

b) Shelter Planning

(1) Work with local government, and voluntary service delivery units, Escambia County Public Safety Bureau, Division of Emergency Management, School District of Escambia County, and other applicable agencies in activities related to survey the suitability of facilities to be used as shelters utilizing Florida State standards adopted from ARC 4496 as guidelines.

(2) Maintain and annually update a roster of primary contact ESF-6 Personnel representing each agency under ESF 6.

(3) Coordinate closely with the EOC and Division of Emergency Management to ensure an annually updated shelter list is available and maintained at the EOC.

(4) Plan and coordinate comfort station operations as needed and appropriate.

(5) Coordinate with the EOC in the assessment of public need to determine the opening or closing of public shelters before and after an emergency or disaster event.

c) Mass Feeding

(1) Coordinate with Emergency Support Function 5 and Emergency Support Function 11 to develop and refine procedures for establishing and operating mass feeding sites, to be operated by volunteer agencies.

(2) Coordinate with Logistics in establishing, managing and supplying mass feeding sites to meet any unmet needs as appropriate.

**2. RESPONSE ACTIONS**

a) General

- (1) Coordinate operations at the ESF-6 desk in the County Emergency Operations Center and/or at other locations as required.
- (2) Establish and maintain a system to support on-scene direction and control and coordination with county EOC.
- (3) Activate mutual aid procedures to assist with supporting issues related to a terrorist event.
- (4) Implement mass care support to RDSTF in the investigation of a terrorist attack.
- (5) Pre-position response resources when it is apparent that Mass Care resources will be necessary. Relocate Mass Care resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- (6) Monitor and direct mass care resources and response activities.
- (7) Participate in EOC briefings, Incident Action Plans, Situation Reports and meetings.
- (8) Coordinate with support agencies, as needed, to support emergency activities.
- (9) Obtain additional resources through the Logistics Section; coordinate all resources into the affected areas from designated staging areas.
- (10) Coordinate with other County Emergency Support Functions to obtain resources and to facilitate an effective emergency response among all participating agencies.

b) Shelter Management

- (1) Once the CEMP is activated, ESF-6 will be organized in a manner that ensures rapid response to the mass care needs of people affected by a disaster. When activated, agencies in ESF 6 will operate under these plans and financially support their own activities.
- (2) ESF 6 will coordinate with ESF 2 as appropriate and necessary to ensure that each shelter has a working communications system and has contact with Escambia county EOC and the American Red Cross DOC. This may include radio, telephone, and/or cellular telephone communication devices. The ESF 6 Representative at the EOC will keep the EOC director and ESF 2 informed about any unmet need regarding communications.
- (3) Open shelters at the request of the Incident Commander.
- (4) Register all persons seeking shelter using an American Red Cross Standard "Shelter Registration Form" for the Red Cross

shelters. Special Needs Shelter registration will utilize the Health Department's process, and the BRACE shelter will utilize their registration forms.

(5) Provide ESF5 basic Zip Code information on occupants of shelters.

(6) Monitor occupancy levels and ongoing victim's needs and provide the EOC with a listing of "Open" shelters and their populations as requested or needed.

c) Mass Care

(1) Coordinate with ESF 8 (Health and Medical) and ESF 18 (Special Needs Groups) to ensure people's needs are being met where appropriate.

(2) Ensure that a sufficient number of first aid trained and qualified personnel are stationed at each mass care site for Red Cross shelters.

(3) Coordinate with ESF 15 (Volunteers and Donations) regarding the use and coordination of voluntary agencies that spontaneously engage in providing mass care and as a resource for relief staff is necessary.

(4) Coordinate with ESF 12 (Energy): Provide for power service restoration to mass care sites.

(5) Preplan for facility generator needs by pre-identifying generator resources and deployment arrangements ahead of an emergency incident as appropriate. Should there be an unmet need either in advance of or during an incident, coordinate with the logistics section for assistance as early as possible with the identified financially responsible party.

(6) Coordinate with ESF 16 (Law Enforcement): Provide security resources needed at mass care sites. Escambia County Sheriff's Department provides security at shelter, and Mass care facility locations in the county and the Pensacola Police department provides security at shelter and Mass care facility locations in the city limits of Pensacola.

d) Mass Feeding

(1) Provide information to and coordinate with ESF 5 and ESF 11 regarding mass feeding sites established by the American Red Cross, Salvation Army, Southern Baptist Convention, BRACE, and other volunteer agencies.

(2) Coordinate with ESF 11 to support established mass feeding sites operated by volunteer agencies as appropriate. The first priorities of mass feeding activities will be disaster victims. Emergency workers will be encouraged to utilize established mass feeding sites in lieu of individual site distribution.



(3) Coordinate mass feeding locations to ensure optimal logistics for public service based on emergency needs.

(4) Coordinate with ESF 8 for sanitary/health inspections at risk and host shelter locations, comfort stations, and other mass care service locations and work to resolve any issues.

(5) Emergency Support Function 11 and Emergency Support Function 15: Coordinate with ESF-6 in provision of food and water to mass feeding sites. This will include procuring food from the USDA, donations and private vendors.

(6) Emergency Support Function 11: Coordinate with ESF-6 to identify the need for storage and distribution of food for mass feeding sites.

(7) Provide staffing in the EOC under coordination of the lead agency if required. Agencies may be called upon to supply clerical/ administrative personnel.

(8) Coordinate with Logistics Section for unmet resource needs.

### **3. RECOVERY ACTIONS**

(1) Continuously monitor occupancy levels and ongoing victims' needs at shelters and will provide the EOC with a daily listing of data for each shelter.

(2) Coordinate the consolidation of shelters, staff, resources (i.e., communications and law enforcement), and supplies as sheltering needs diminish. Coordinate host sheltering outside of school district resources as appropriate.

(3) Continue to coordinate with ESF 11 & 15, to establish and maintain mass and mobile feeding sites. The need and location of these sites will be reviewed and evaluated daily. Sites may be closed when no longer needed and feeding routes for mobile units should be established or changed according to need.

(4) Refer survivors with unmet sheltering needs to BRACE for triage, case management, and to the extent resources are available for services.

#### **4. MITIGATION ACTIONS**

- (1) Participate in shelter deficit reduction strategies/activities and shelter demand studies.
- (2) Work with the Escambia County Department of Public Safety on public education programs to reduce shelter demand.
- (3) Educate citizens on disaster preparedness activities.

#### **E. DIRECTION AND CONTROL**

1. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center.
3. A staffing directory and the ESF-6 Standard Operating Procedures are maintained by the Lead Coordinating and support agencies and updated as required.
4. All Mass Care field personnel will coordinate activities with ESF-6 at the County Emergency Operations Center.

#### **F. RESPONSIBILITIES**

##### **1. LEAD COORDINATING AGENCY - AMERICAN RED CROSS/SALVATION ARMY**

- a) The American Red Cross (ARC) of Northwest Florida will coordinate ESF-6 (Mass Care) and the support agencies during activation of the EOC due to an emergency or disaster.
- b) Lead Coordinating Agencies coordinate all aspects of their supporting agencies.
- c) The ARC of Northwest Florida will open shelters and establish mobile and fixed feeding sites. Partnering in shelters first aid will be available at mass care sites.
- d) The ARC will develop and maintain a roster of personnel to staff an ESF desk. Ensure the presence of resource materials in sufficient quantities in the ESF EOC location.
- e) Support ESF-6 with information regarding
- f) Salvation Army services in the impacted area. Provide staff to the ESF 6 desk when requested.
- g) Supply lists of Salvation Army personnel and facilities in Escambia County to the ESF-6 representative.

h) The Salvation Army will establish mobile and fixed feeding sites. They are the primary agency for managing comfort stations. They will assist in the distribution of relief supplies. Provide crisis counseling, and supplement shelters where needed.

## **2. Support Agencies**

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with the American Red Cross)

### **a) Division of Emergency Management**

- Determine risk shelter locations in coordination with ESF 6.
- Determine the need for comfort stations and coordinate with ESF 6 to implement operations.
- Coordinate the opening and closing of host and risk shelter operations as appropriate with ESF 6.
- Coordinate with ESF 6 to implement operations to meet any unmet needs as appropriate.

### **b) School District of Escambia County**

- Support ESF-6 sheltering activities with personnel and risk shelter facilities.
- Support ESF-6 by providing personnel and equipment to assist with accomplishing its Mass Care mission responsibilities.
- Provide buses as potential backup for logistical support to ESF 6.
- Support ESF-6 mass feeding through USDA resources.

### **c) Escambia County Emergency Medical Services**

- Assist through Emergency Support Function 8 in supplying personnel and equipment to provide emergency transportation of medically needy persons from shelters to more advanced care facilities.
- Under Emergency Support Function 18, Emergency Medical Services will assist in providing mass care to persons with special needs.

### **d) Pensacola Naval Air Station (U.S. Navy)**

- Provide manpower assistance utilizing ARC transportation arrangements to move logistics from storage space to ARC shelters. Deliver, setup and return to base.

### **e) Escambia County Department of Health**

- ESF 8 will coordinate with ESF 6 and supply personnel to monitor and control public health factors to prevent the spread of disease at mass care sites (see ESF 8 for details).

### **f) United Way of Escambia County**

- Refer spontaneous volunteers wishing to assist in support of ESF 6 responsibilities.
- Refer ad hoc voluntary and other groups wishing to assist in providing mass care.

g) **Lakeview Center**

- Provide on call or onsite personnel to assist in the provision of Disaster Mental Health Services to the public and first responders.

h) **BRACE**

- Oversee and coordinate child care for first responders at the child care for first responder's shelter.
- Refer affiliated volunteers and partner organizations wishing to assist in providing mass care.

## **G. FINANCIAL MANAGEMENT**

1. ESF-6 is responsible for managing financial matters related to resources that are procured and used during an event. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.
2. Expenditures by support entities will be documented by those entities and submitted through ESF 6 to the Finance Section.

## **H. REFERENCES AND AUTHORITIES**

- State ESF-6 annex
- ARC 3041
- ARC 4496
- First Responder Childcare Shelter SOP

## **Emergency Support Function (ESF) 7 Resource Support (Logistics & Finance Section)**

**Lead Coordinating Agency:** Logistics Section Chief-Purchasing Division, Human Resources Division  
Finance Section Chief-Management and Budget Services Bureau-Budget Division

**Support Agencies:** Escambia County Information Technologies Division  
Escambia County Purchasing Division  
Escambia County Public Safety Bureau, Business Operations Division  
Pensacola Christian College

### **I. Purpose**

The purpose of Emergency Support Function-7 (ESF-7) is to acquire the necessary resources to support disaster operations. Provide fiscal and logistical managerial support through timely and efficient acquisition and distribution of resources, purchasing, contracting, renting and leasing of supplies and equipment.

### **II. Concept of Operations**

#### **A. GENERAL**

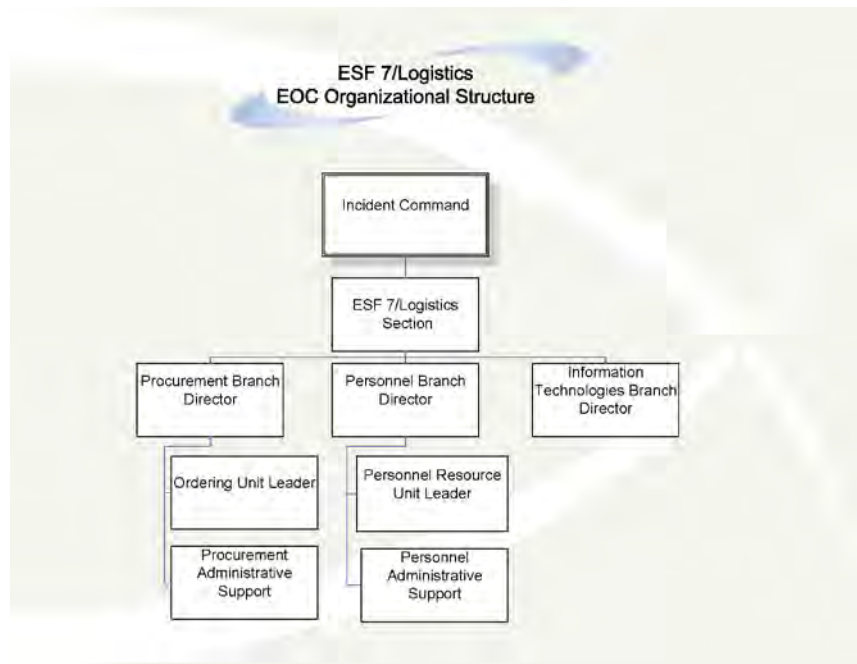
1. ESF-7 is organized consistent with the Escambia County CEMP. This structure and system supports incident assessment, planning, procurement, deployment, coordination, and support operations to Escambia County EOC.
2. ESF 7 will coordinate under the Logistics Section of the ICS command structure.
3. Procedures, protocols and plans for disaster response activities are developed to govern staff operations at the Escambia Emergency Operations Center and in the field. These are in the form of the CEMP and corresponding Appendices, and Standard Operating Procedures, which describe ESF-7 responsibilities. Periodic training and exercises are also conducted to enhance effectiveness.
4. The focal point for all requests for resources will be the Emergency Operations Center (EOC). Resource requests unable to be provided by applicable ESFs will be routed to ESF-7. In coordination with Logistics Section, the ESF-7 representative will determine the sources of the needed resources. The ESF-7 representative will follow procedures as outlined in the Logistics Management Support Annex (Annex Q) to procure any required resource.
  - a. Procurement Process
    - Equipment and materials will be procured from both intra-departmental and inter-departmental supplies. Inter-departmental resource requests will be submitted and routed through ESF-7 under the Logistics Section. Requests unable to be filled by in County inventories are procured by

ESF-7 from commercial vendors. Sources include assets within county government and the municipalities. During disaster situations, all resources within county government agencies are considered available. Coordination for such resource reallocation will be accomplished within the EOC. If necessary, reimbursement will be made in accordance with local directives.

- If needed supplies and equipment are not available within county government resources, ESF-7 will attempt to purchase or lease them from commercial sources.
- When resources cannot be acquired through local sources, requests for these items will be made to the State EOC. These requests may be filled by state resources, Intra-state mutual aid, interstate mutual aid or federal resources.
- The Logistics Section maintains lists of vendors and suppliers of equipment, materials and services needed during disaster response and recovery operations in coordination with the Administrative Services and Purchasing Departments.
- The Statewide Mutual Aid Agreement will be implemented as necessary to obtain required goods and services from other jurisdictions.
- Contracts for resources or services will be initiated by ESF-7. Contracts will be managed by the agency responsible for the support provided.
- ESF-7 will conduct operations in accordance with all local, state and federal laws and regulations.
- In some cases, needed resources may be available through donations and volunteers. Coordination will be maintained between ESF-7 and Emergency Support Function 15 on a continual basis.
- Information is disseminated to volunteer groups, vendors and other governmental agencies that may supplement local resources in a variety of ways. Volunteer organizations have direct participation in emergency operations in Escambia County. The United Way is responsible for coordinating all volunteer efforts for resource distribution. Emergency vendors have agreed to a certain degree of flexibility during emergency declarations. These vendors are notified via fax to be on stand-by to receive orders for services and materials. Additional resources are available throughout the state by simply making a request for resources from other local government administrators or elected officials.

- 5 Staging Areas. The Civic center is identified as the County Staging Area for resources brought into Escambia County.
  - a. The County Staging Area is mission tasked and reports to the Infrastructure Branch
  - b. The County will establish a CSA to receive and distribute resources to the Points of Distribution.
  - c. The Logistics Section supports and coordinates resources with the CSA.
  - d. Points of Distribution will be established as required. A list of current PODs is located in the POD/CSA SOP, with ESF 11, or the Logistics Section.

6. Storage Facilities. There are numerous storage facilities available throughout the county. ESF-7 will identify and lease any further storage space that would be necessary. Leasing of additional buildings or warehouses is not anticipated due to the amount of property holdings by the County.
  - a. If necessary, temporary office/warehouse space can be obtained through the County Special Projects Coordinator on an emergency basis.
  - b. The replacement of any damaged or destroyed facilities would be accomplished by relocating the affected personnel to other county-owned buildings, or space obtained as outlined above, temporarily until the damaged facilities can be repaired or replaced by County personnel or through contractual arrangements secured on an emergency basis through ESF-7.
  
7. It is the responsibility of agencies receiving loaned property to maintain appropriate accountability of items received.
  - a. Agencies will monitor and track loaned items.
  - b. Documentation will be provided to lending organizations for their records.
  - c. Intra-departmental property/equipment requests are documented through ESF-7.



**Incident Command System Structure: ESF 7 – Resource Support**



**Incident Command Structure ESF 7-Resource Support**

## **B. ORGANIZATION**

### **1. COUNTY**

During an emergency or disaster, the primary and support agencies of ESF-7 will assign personnel to the Escambia County Emergency Operations Center. In addition, ESF-7 will:

- a. Operate under the direction of the Logistics Section Chief
- b. Operate throughout the emergency, either in the Escambia County Emergency Operations Center, or at a location designated by the Logistics Section Chief.
- c. Alert designated primary personnel of possible resource needs and to report to the Escambia County Emergency Operations Center.
- d. Maintain liaison with other Emergency Support Functions and interested parties. This will be accomplished through the Logistics Section Chief
- e. At the tasking of the Logistics Chief, take action if another Emergency Support Function requires assistance in obtaining needed items. ESF-7 finds a source for needed items and provides to the requesting emergency support function the name of the contact person, the price and schedule for when the material can be made available at the established location.
- f. Unless otherwise directed and in order to provide resource support when needed during disaster operations, the ESF-7 function will be staffed on a 24 hour basis at the EOC.



## **C. ALERTS/NOTIFICATIONS**

1. Upon activation of the CEMP, the Public Safety Bureau will notify the point of contact for ESF-7 through multiple methods.
2. The Lead ESF 7 Coordinating Agency representative or designee will coordinate all activities of ESF-7.
3. Upon instructions to activate ESF-7, The Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

## **D. ACTIONS**

Actions carried out by ESF-7 are grouped into phases of emergency management: prevention, preparedness, protection, response, recovery and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service.

### **1. PREPAREDNESS ACTIONS**

- a. Actions and activities that develop Resource capabilities may include planning, training, orientation sessions, and exercises for Emergency Support Function 7 personnel (i.e., County, State, Regional, and Federal).
- b. Assist in the coordination of documents for Emergency Declaration.
- c. Prepare documentation for public assistance requests from outside agencies and for impending damage survey reports (DSRs) from County departments and Constitutional Officers.
- d. Assign portable equipment (laptop computers and portable printers) to key personnel.
- e. Download to disks the Federal Emergency Management Agency (FEMA) criteria for post-disaster Project Worksheet filing.
- f. Establish a work schedule for staff to report to the EOC before, during and after the storm and a general outline of individual responsibilities.
- g. Pack office supplies, telephone lists, disaster files and laptops for transfer to the EOC.
- h. Keep disaster file up to date with phone numbers of employees, State EOC and FEMA representatives. Establish emergency contact persons for all support agencies and outside agencies who are likely applicants for public assistance. Obtain home phone, cellular, and/or pager numbers for each agency's designated contact persons.
- i. Place ESF 7 personnel on standby or direct to appropriate facilities to be staffed for immediate response.
- j. Contact vendors for predetermined needs and prepare for requests.
- k. Routinely verify and update emergency contracts
- l. Routinely verify and update employee manpower pool. Coordinate with ESF 11 on manpower for PODS.

- m. Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately, this may include the development of a “go-kits” of basic supplies and equipment as appropriate.

- n. In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **2. RESPONSE ACTIONS**

- a. Coordinate operations at the ESF-7 office in the County Emergency Operations Center and/or at other locations as required.
- b. Provide fiscal guidance, technical support and funding options to the BCC and EOC.
- c. Provide other support as requested by the Incident Commander. Prepare budget transfers, amendments or loan documents for approval by the BCC.
- d. Fulfill other responsibilities as ESF-7 Lead Agency. Coordinate as necessary with, Department of Purchasing, Department of Human Resources, and Department of Information Resources.
- e. Support agencies may be directed to deploy personnel and other resources.
- f. Lease buildings for staging area warehouses or to replace damaged or destroyed facilities.
- g. Assist, facilitate, and coordinate contractual services between the County and commercial sources.
- h. Provide office furniture, equipment, and supplies from existing County inventories, or have them procured.

- i. Logistics Section will maintain records for all properties loaned to ESF-7 in support of the County Emergency Operations Center by the state or federal governments.
- j. ESF 7, Logistics and Department of Human Resources will activate the Employee Manpower Pool as needed will coordinate with other BCC agencies and PIO to get the information out to employees.
- k. ESF 7 will continue to monitor all resource requests to be ready for unfulfilled needs. Those needs will be addressed as written in the Annex Q.

### **3. RECOVERY ACTIONS**

ESF-7 will support the County's Logistics Section with providing logistical support for:

- a. Staff movement.
- b. Procuring equipment after disaster events.

ESF -7 will support the Finance Section with providing:

- a. Documentation of expenses to support federal declaration.
- b. Documentation of expenses and process project worksheets in the Public Assistance Program.
- c. Keep all potential eligible applicants informed of all applicant briefings for all federal or State programs that may be relevant to the situation.

### **4. MITIGATION ACTIONS**

- a. Work with other county agency and local purchasing directors and other purchasing agents.
- b. Encourage local cities to work with the County Emergency Operations Center personnel to build data bases for acquisition of goods and services that may be needed for preparedness, response, and recovery.
- c. Include mitigation initiatives within all project worksheets as appropriate.

### **E. DIRECTION AND CONTROL**

1. ESF-7 complies with the National Response Framework, and the National Incident Management System (NIMS). The NIMS guides the direction and control system adopted by Escambia County, which functions as the official disaster response, preparedness, recovery, and mitigation organization.
2. In times of emergency, when the County Emergency Operations Center is in operation, the ESF 7 Coordinator works directly with the senior official in the emergency operations center to meet the needs of this support function.
3. Logistics Section supports ESF-7.
4. Finance Section supports ESF-7.

### **F. RESPONSIBILITIES**

1. **LEAD COORDINATING AGENCY – Logistics Section Chief/Finance Section Chief**

The primary responsibility for coordinating resource support for disaster operations rests with the Logistics and Finance Section. Other agencies directly supporting this function include: Purchasing Division, Human Resources Division, Budget Division, and Information Resources Division.

- a. Responsible for allocating and coordinating resources and support activities through ESF-7. Designated support agencies will furnish resources as required. Such support will be terminated at the earliest practical time.
- b. Provide support staff for the procurement of commodities and services, the leasing of buildings, and other facilities and facilities management.
- c. Coordinate and allocate food, equipment, and supplies made available through current county stocks or if necessary, from commercial sources.
- d. Serve as the primary agency for ESF-7 and be present at the Escambia County Emergency Operations Center and/or on call at the Department of Administrative Services on a 24-hour basis.
- e. Identify funding for emergency expenditures.
- f. Maintain records of expenditures.
- g. Maintain records of all resources that are ordered/ leased/or borrowed etc.
- h. Coordinate with Clerks office and other BCC agencies on employee time and payroll for employees working in disaster related operations.
- i. Keep the Finance Section Chief informed of expenditure and reimbursement information.
- j. Coordinate recovery actions with FEMA to include the DSR process.
- k. Provide training to EOC agencies for proper financial management during disasters.
- l. Serve as County's point of contact for financial management activities

## **2. SUPPORT AGENCIES**

Support agencies will provide manpower and any materials (additional computer hardware/software, vendor contacts, etc.) dependent on the characteristic needs of the impending disaster.

### **a. Purchasing Division**

- Develop memorandums of understanding with vendors for essential items needed before and after a disaster.
- Provide staff in EOC to coordinate resource requests.
- Identify suppliers for resources
- Provide purchasing power for resources during disaster

### **b. Information Resources Division**

- Activate disaster plan for computer equipment in County buildings located in evacuation areas.
- Protect vital County computer records.

- Provide staff assistance to EOC as requested.

c. **Human Resources Division**

- Identifies and coordinates in pre-and post event, with all the human resource supplies in the community and activates any sources needed to fulfill human resource missions.
- Maintains and implements the employee manpower pool policy/program.
- Maintains all legal and policy requirements as it relates to human resources.

d. **Budget Division**

- Identifies disaster cost center for all disaster expense documentation.
- Coordinates reimbursement efforts with FEMA Public Assistance Program.
- Coordinates all damage assessment and cost figures for a "total" of all expenses in the disaster.
- Coordinates FEMA program information with all potential eligible applicants.

**G. FINANCIAL MANAGEMENT**

During a state of general emergency in Escambia County (officially declared by the Board of County Commissioners) certain "procedures and formalities otherwise required of Escambia County" are waived including "entering into contracts & incurring obligations."

1. The power to temporarily suspend such procedures and formalities is granted under Chapter 252.38 of Florida Statutes.
2. Once the Emergency Declaration is in effect ESF-7, in conjunction with the support agencies, assumes the full responsibility for resource support for all BCC departments and other Elected Officials within the guidelines of the Emergency Declaration.
3. All inter-departmental and a portion of intra-departmental procurement from existing inventories is handled on the departmental level with no assistance from ESF-7. If this course is pursued, departments are instructed to document all transactions pursuant to FEMA audit requirements.
4. Resources obtained from outside sources (other governmental entities or commercial suppliers) are routed through ESF-7 as necessary.
5. Expenditures for cost recovery are documented during the incident and after the incident period. Provide the Department of Administrative Services documentation of expenditures based on standard accounting procedures.
6. Each county agency is responsible for tracking its own costs associated with ESF-7 operations, using the standard procedures established by the support agency's standard accounting and tracking procedures.
7. Each county agency will file for reimbursement of the costs it incurs through its own agency's accounting and reimbursement filing system and coordinated through the Finance Section. Each county agency is responsible for monitoring

staff hours using its own tracking system, and requesting financial reimbursement for staff hours incurred in coordination with ESF-7 operations.

8. The State Emergency Operations Center through the Escambia County Emergency Operations Center will provide appropriate forms, and provide guidance to complete forms for efficient tracking and reimbursement.

#### **H. REFERENCES AND AUTHORITIES**

- State ESF-7 Annex
- County Distribution SOP
- County POD/CSA plan

## **Emergency Support Function (ESF) 8 Health and Medical**

**Lead Coordinating Agency:** Escambia County Health Department

**Support Agencies:**

American Red Cross of Northwest Florida  
Escambia County Area Transit  
Escambia County Emergency Medical Services Division  
Emerald Coast Utilities Authority (ECUA)  
District 1 Medical Examiner Office  
Local Hospitals (Baptist, Naval Hospital Pensacola, West  
Florida, Select Specialty, and Sacred Heart)  
Escambia County School District  
Escambia County Division of Mosquito Control

### **I. Purpose**

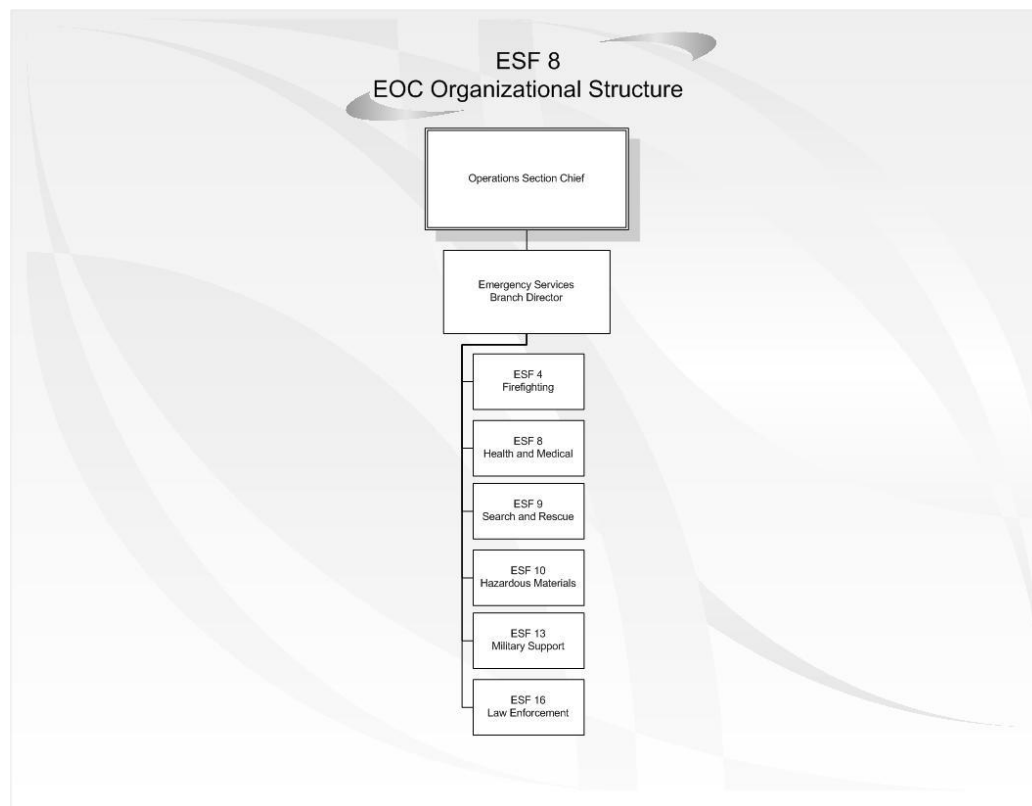
The purpose of Emergency Support Function (ESF) 8 is to provide Health and Medical coordination in support of emergency incidents and events in Escambia County. When individual agencies and organizations are overwhelmed, ESF 8 will coordinate additional health and medical assistance from local, regional, state and federal resources to meet the needs of the community.

### **II. Concept of Operations**

#### **A. GENERAL**

1. ESF 8 complies with the National Response Framework (NRF) and the National Incident Management System (NIMS). The NIMS guides the implementation of the Incident Command Structure (ICS) that is the management structure for all incidents and events as adopted by the Board of County Commissioners, from which the County Emergency Operations Center (EOC) operates in support of the County Comprehensive Emergency Management Plan (CEMP).
3. Procedures, protocols, and plans for disaster response activities will be developed by ESF 8 agencies as required and either referenced or included in this ESF 8 function description as appropriate. Periodic meetings, training, and exercises will also be conducted to enhance effectiveness.
4. In a large event requiring local or state mutual aid assistance, ESF 8 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.
5. Throughout the response and recovery periods, ESF 8 will evaluate and analyze information regarding Health and Medical assistance requests for response; develop and update assessments of the Health and Medical situation and status in the impact area and; and undertake contingency planning to meet anticipated demands or needs.
6. The EOC and the Emergency Communications Center Dispatch is equipped with telephone devices to communicate with the hearing impaired (TTY). 9-1-1 is the dedicated number for use of TTY users in emergencies. The Citizen Information Center is also equipped with a TTY during EOC activation.

7. When an event is focused in scope to a specific type or response mode (i.e., hospital evacuation, biological threat, hazardous materials release, pandemic disease or radiological event.), technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.
8. For incidents that may require small shelter operations, there may be a need to take advantage of efficiencies and utilize one facility for both a general population shelter and a special needs shelter. Details of such operations will be coordinated by between ESF 6 and ESF 8 and the EOC IC.
9. ESF 8 will operate in the EOC under the following IC organizational structure:



**Incident Command System Structure: ESF 8 – Health and Medical**

**B. ORGANIZATION**

**1. COUNTY**

- a. During an activation of the County EOC, support agency staff is integrated with the Escambia County Health Department staff to provide support that will allow for an appropriate, coordinated and timely response.
- b. During an emergency or disaster event, the EOC, Operations Section Chief will coordinate the support resources from the support agencies with the Emergency Services Branch Director. The ESF 8 Lead Coordinating Agency is responsible to coordinate all support agencies to accomplish the missions and tasks as assigned or as needed in support of community health and safety. All support agencies are



committed to work in cooperation with the ESF 8 lead agency and all work together in an effort to meet the needs of the community.

- c. During the response phase, ESF 8 will evaluate and analyze information regarding Health and Medical assistance requests. Also, ESF 8 will develop and update assessments of the Health and Medical status in the impact area and does contingency planning to meet anticipate demands and needs.
- d. Escambia County Health Department develops and maintains the overall ESF 8 Emergency Operations Plan and accompanying Appendices, Annexes, and Standard Operating Guidelines that govern response actions related to emergencies as referenced or included in this ESF 8 appendix. However support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall Emergency Operations Plan. All such documents will be in compliance with the NRF, the National Incident Management System, the Incident Command System and the County Comprehensive Emergency Management Plan.

### **C. ALERTS/NOTIFICATIONS**

1. Escambia County Health Department will notify the County Warning Point when information comes to their attention indicating that an emergency or disaster situation is developing. The report will include all relevant information that is known at that time. Additional information should be reported as it becomes available.
2. The County Warning Point will notify appropriate individuals and agencies when the County or an area of the County has been threatened or impacted by an emergency or disaster event as provided in the County Warning Point procedure.
3. ESF 8 will be activated or placed on standby upon notification by the County Division of Emergency Management as appropriate.
4. Upon instructions to activate ESF 8, Escambia County Health Department, as Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, Support agencies, and other resources likely to be needed, based on the emergency circumstances. Unresolved conflicts will be reported to Operations Section Chief for resolution.

### **D. ACTIONS**

Actions carried out by ESF 8 are grouped into phases of emergency management: preparedness, response, recovery and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. ESF 8 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services. The following services provide framework upon which actions will occur:

- Assessment of Health and Medical needs and potential impacts.
- Health and Medical personnel.
- Health and Medical equipment and supplies.
- Emergency responder health and safety.
- Radiological/chemical/biological hazards.
- Mental health and crisis counseling for responders.
- Health and Medical Public Information and risk communication.
- Health and Medical Management, command and control of assets.

- Health and Medical activities related to terrorist threats and/or events.
- Evacuation support.
- Logistical Staging and Points of Distribution.
- Special Needs Shelter Operations.

## 1. PREPAREDNESS ACTIONS

- a. Actions and activities that develop Health and Medical response capabilities may include planning, training, orientation sessions, and exercises for ESF 8 personnel (i.e., County, State, Regional, and Federal) and other ESFs that will respond with ESF 8. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- b. Development of support documents to this Annex with regard to request, receipt, distribution, and sustainment of the National Strategic Stockpile (SNS) and Pandemic Influenza.
- c. Jointly address planning issues on an on-going basis with State ESF 8, to identify response zones, potential staging areas, and potential medical facilities and establish specialized teams.
- d. Conduct planning with ESF 8 support agencies, Regional Domestic Security Task Force (RDSTF) partners, and other ESFs to refine Health and Medical operations.
- e. Develop and refine procedures to be used in the following field surveys: FEMA Rapid Needs Assessment (FEMA RNA).
- f. Coordinate training and exercises for ESF 8 primary and support agency personnel.
- g. Participate in all hazards exercises involving ESF 8.
- h. Prepare and maintain emergency operating procedures, resource inventories, personnel rosters and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.
- i. Develop and implement emergency response and Health and Medical strategies.
- j. Preposition response resources when it is apparent that Health and Medical resources will be necessary. Relocate Health and Medical resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- k. Maintain liaison with support agencies.
- l. Coordinate planning with ESF 8 support agencies and other ESFs to refine Special Needs operations and the resources needed to operate the facility.
- m. Coordinate with support agencies and schedule sufficient personnel to implement ESF 8 tasks for an extended period of time.
- n. Maintain a list of ESF 8 assets that that can be deployed during an emergency. Refer to the NIMS Resource Typing System in organizing and typing these resources.
- o. Coordinate transportation for persons with special needs to include wheelchair-equipped vehicles.
- p. Coordinate capabilities to address the emotional and psychological needs of victims and first responders.
- q. Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more

than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately; this may include the development of a "go-kits" of basic supplies and equipment as appropriate.

- r. In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **2. RESPONSE ACTIONS**

- a. Coordinate operations at the ESF 8 desk in the County EOC and/or at other locations as required.
- b. Establish and maintain a system to support on-scene control, direction and coordination with County EOC.
- c. Coordinate Florida Emergency Mortuary Operations System (FEMORS), Disaster Medical Assistance Teams (DMAT), Hazardous Materials medical support, Disaster Mortuary Operational Response Team (DMORT), and State Medical Response Team (SMRT) resource support as appropriate. Ascertain the medical and health status, conditions, and situations of the local hospitals, ambulatory surgical centers, and the Special Needs Shelter, Red Cross Shelters, medical suppliers, healthcare facilities, etc. regularly throughout the disaster response and recovery process to anticipate unmet needs and coordinate resources to meet those needs through the EOC.
- d. Pre-position response resources when it is apparent that special needs groups will be potentially impacted by an emergency or disaster. Relocate ESF 8 resources when it is apparent that they are endangered by the anticipated impacts of the emergency situation.
- e. Deploy Rapid Needs Assessment Teams to determine post-event impact to Emergency Services functional group resources and ability to perform Continuity of Operations of essential functions.
- f. Support the RDSTF, Health and Medical Co-Chair in the investigation of a terrorist attack.

- g. Monitor and direct Health and Medical resources and response activities.
- h. Participate in EOC briefings, Incident Action Plans, Situation Reports and meetings.
- i. Coordinate with other County ESFs to obtain resources and to facilitate an effective emergency response among all participating agencies.
- j. Coordinate with the Logistic Section for any local unmet resource needs.
- k. Coordinate mental health services as appropriate for victims and/or first responders.
- l. Coordinate morgue operations as required and appropriate with Medical Examiner's Office.
- m. Coordinate lab testing and evaluations of community environmental health conditions and provide health advisories as required or appropriate.
- n. Coordinate prescription drug access for healthcare facilities and individuals needing medication refills.

### **3. RECOVERY ACTIONS**

- a. Recovery operations of ESF 8 will be initiated commensurate with emergency priorities within the County and based on availability of resources.
- b. Continue to provide support as required to facilitate the recovery phase.
- c. Initiate financial reimbursement process for these activities when such support is available.
- d. Organize and coordinate special expert advisory groups based on the complexity of Health and Medical issues post-event. These advisory groups will be organized and coordinated in concert with State level ESF 8 to review Health and Medical intelligence information and advise on specific strategies to manage and respond to a specific situation. Develop a recovery strategy to return community health issues back to normal or pre-event conditions.

### **4. MITIGATION ACTIONS**

- a. Report post-disaster analysis of the performance of essential Health and Medical facilities that can be used in future mitigation measures to strengthen these facilities.
- b. Identify and seek funds for retrofitting critical facilities and providing auxiliary power to appropriate facilities.
- c. Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.
- d. Continue to develop and improve operations through after action plans and lessons learned.
- e. Plan for continued population growth and the ability to service the special needs population as appropriate.
- f. Continue to develop and purchase resources to improve efficiency and effectiveness of operations.

## **E. DIRECTION AND CONTROL**

1. ESF 8 complies with the NRF, and NIMS. The NIMS guides the direction and control system adopted by Escambia County.
2. The ESF 8 operates at two levels 1) County EOC; and 2) Field operations.
3. During emergency activations, all management decisions are made at the County EOC under the ICS structure. The Planning, Logistics, Finance/Administration, and Operations Section Chiefs and staff at the County EOC assist the Incident Commander in carrying out the overall mission. Sections, Units, Teams, staffing levels, etc. are modular and scalable, depending on the type, size, scope and complexity of the emergency or disaster event.
4. A staffing directory and the ESF 8 Emergency Operations Plan, its accompanying Appendices, Annexes and Standard Operating guidelines are maintained by the Escambia County Health Department with status of the call lists updated at least monthly and all other documents at least annually.
5. In accordance with a mission assignment from ESF 8, and further mission tasking by a local primary agency, each support organization assisting ESF 8 assignment will retain administrative control over its own resources and personnel but will be under the operation control of ESF 8. Delegation of missions may be delegated to a Multi-Agency Coordination Team or a local entity.

## **F. RESPONSIBILITIES**

### **1. LEAD COORDINATING AGENCY – Escambia County Health Department**

- a. Provide leadership in coordinating and integrating overall County efforts to provide Health and Medical assistance to affected areas and populations.
- b. Staff and operate a NIMS compliant command and control structure (i.e., ICS) to assure that services and staff are provided to areas of need.
- c. Coordinate and direct the activation and deployment of County agencies Health and Medical service personnel, supplies, and equipment and provide certain direct resources.
- d. Evaluate the emergency situation, make strategic decisions, and identify resource needs and secure resources required for field operations.
- e. Coordinate supplemental assistance in identifying and meeting the Health and Medical needs of disaster victims. Any shortfalls in resources will be coordinated through the Emergency Services Branch Director to the Logistics Section as appropriate.
- f. Coordinate all ESF 8 functional, operational, and informational resources and needs collectively with all ESF 8 support agencies represented as one unit.
- g. Maintain responsibility for the operation of the Special Needs Shelter and all aspects associated with its mobilization, operation and demobilization. This will include but not be limited to the Medical Direction and staffing of the shelter during activation, keeping track of all documentation related to personnel, equipment, operating supplies, and contractual services, etc.
- h. Coordinate with the Division of Emergency Management in the pre-screening for Special Needs Shelter eligibility in the effort to support a valid Special Needs registry.

- i. Coordinate dialysis operations to meet local needs.

## **2. SUPPORT AGENCIES**

- a. Support agencies are NOT at the direction of the ESF 8 Lead Agency, but are required to coordinate resources and response efforts efficiently and effectively with the ESF Lead Agency to maximize the efforts and effects of response actions in accomplishing the Health and Medical missions in meeting the needs of the community.
- b. All preparedness, response, recovery, and mitigation activities and actions will be communicated, coordinated, and maximized through and with the Lead Coordinating Agency up through the ICS structure of the EOC.

- **Escambia County Emergency Management Division**

- Will provide EOC support, conduct briefings, direct needs assessments, distribute key information, and serve as liaison to the State EOC to request resources and maintain information flow.
- Is responsible for the maintenance of the Special Needs Registry. It is the policy of Escambia County Emergency Management to provide registration to any resident requesting assistance in notification, transportation, or sheltering of special needs residents. Registrants will be prescreened to determine the level of assistance required.

- **Escambia County Emergency Medical Services Division**

- Coordinates the evacuation of patients from disaster areas when deemed appropriate, transport of victims to medical facilities outside the at-risk area in accordance with approved Trauma Transport Protocols, transport needs with ESF 1, and coordinates the following resources;
  - ALS/BLS vehicles,
  - Emergency Medical Technicians,
  - Paramedics,
  - EMS procurement,
  - Aircraft medical transport,
  - Activities to ensure the health and safety of emergency responders in accordance with ESF 8 SOP.

- **District 1 Medical Examiner Office**

- Will assure the provision for decedent identification and mortuary services including temporary morgue services in accordance with established victim identification protocol, preparing for release of disposition of remains to funeral homes, coordination with the American Red Cross on victim identification, and mortuary protocol for family notification in accordance with established American Red Cross procedures.

- **Escambia County Mosquito Control Division (ESF 17)**

- Provides consultation and advice in the management of mosquitoes and arthropods of public health importance, including nuisance mosquito species, support in vector control as needed and required, conducts field investigations, provides vector control equipment and supplies;

coordinates with Environmental Health to provide technical assistance and consultation on protective actions regarding vector-borne diseases.

- Inspect and report on storm-related damage as affects mosquito populations, post-event, i.e. habitat impacts on breeding, oviposition activity, population increases by nuisance and potentially mosquito-borne disease vector species, following federal and State of Florida policies and procedures established.
- Conduct surveillance operations to demonstrate any potential need of pesticide applications
- Establish communications with State FL DACS, provide with appropriate data in acceptable formats via logistics/EMConstellation and open phone lines to receive service requests from public; Coordinate with PIO.
- Proceed with notification and other processes if aerial operations are warranted.
- Conduct other surveillance and larviciding activities, as needed, and as conditions permit.
- Coordinate activity with Public Works Bureau Chief, Deputy Bureau Chief, and others.

- **Emerald Coast Utilities Authority (ECUA) (ESF 3)**

- Assist to the extent practical the provision of technical and logistical support for the collection and disposal of solid waste, contaminated foodstuffs, household/commercial hazardous waste services, as well as the disposal of dead animals that have the potential to create problems relating to public health and environmental issues.
- Identify and correct all problems associated with its public water and sewer systems to include potable water and environmental testing of sewage releases.
- Assist with preliminary damage assessment of potable water and sewage treatment facilities.
- Prioritize and coordinate the recovery of damaged ECUA water and sewer lines with the ECHD Environmental Health Manager and other ESFs within the EOC.
- Keep the ESF 8 representative informed on the status of restoration, resource needs, and potential public health problems.
- Assist to the extent practical, identification and coordination of the collection and disposal of waste from critical service areas such as special need shelter locations, medical facilities, nursing homes, etc.

- **Hospitals (Baptist, Naval Hospital, Sacred Heart, West Florida, and Select Specialty)**

- Provide contact information regarding Hospital Incident Command structure upon EOC activation.
- Provide, as required, staff representation to ESF 8 to participate in ongoing planning and decision-making.
- Provide support to operations as available and appropriate.

- **Northwest Florida Chapter of the American Red Cross**

- Coordinate/provide support (food, ice and water) during public health emergencies at designated Points of Dispensing (POD) for Health and Medical staff providing support and other field operations.
- Coordinate/provide support (food, water, ice) for Special Needs Shelterees and staff at the Special Needs Shelter for the first 24 hours of operation.

- **Escambia County School District**

- Provide for the use of District assets to be utilized at the Special Needs Shelter. Assets include, but are not limited to: staff support to assist in the set up and take down of the shelter; provision of 24/7 custodial and maintenance support to shelter operations; access to all facilities to ensure the health, welfare and safety of County citizens as required.
- Provide feeding to Special Needs Shelterees and staff after the first 24 hours of operation.

- **Escambia County Area Transit (ECAT) (ESF 1)**

- Coordinate/provide transportation for individuals that do not have the means to get to the Special Needs Shelter.
- Transportation will be coordinated through ESF 1, where those people in need of transportation to evacuate, when an evacuation order is given to the community, transportation will only be provided to and from the closest general population shelter, or Special Needs Shelter as appropriate.

## **G. FINANCIAL MANAGEMENT**

1. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event.
2. In an effort to seek a presidential declaration or assistance from the State, and to fully document the event/incident, it will be important that each agency report financial expenses through their respective ESF up through the IC structure to the Finance Section so ALL disaster costs can be accumulated in our effort to seek a presidential declaration.
3. If a federally declared disaster is established, then each agency (eligible applicants only) will apply to FEMA for potential reimbursement for disaster expenses as identified through their Public Assistance (PA) Program. A reimbursement program has been established by the FEMA through the PA program that typically reimburses eligible expense up to 75% of original eligible expenses. Each agency is required to apply on their behalf directly to FEMA.

## **H. REFERENCES AND AUTHORITIES**

- State ESF 8 Annex
- Florida Statutes 1993, Emergency Management, chap. 252 (252.31- 52.61)
- Florida Statutes 2008, Mosquito Control, Chapter 388.361 (7)
- Florida Statutes 2008, Mosquito Control, Chapter 388.45 (1)
- Florida Administrative Code Chapter 64-3
- Florida Administrative Code, Mosquito Control Program Administration, Chapter 5E-13
- Florida SS 911 (1993)



- Regional Domestic Security Task Forces, Section 943.0312, F.S.
- Florida Field Operations Guide (FFOG)
- DHS Homeland Security Act (2002)
- HSPD-5, Management of Domestic Incidents
- HSPD-8, National Preparedness Goal
- HSPD-21, Public Health and Medical Preparedness
- DHS National Incident Management System (2004)
- DHS National Response Framework (2008)
- Public Law-288
- DHS/FEMA Recovery Policy 9523.10-Eligibility of Vector Control (Mosquito Abatement)
- District 1 Medical Examiner Plan
- MOU between Lakeview Center, Inc. and Escambia County Health Department- December 2010
- Escambia County Behavioral Health Response Plan (2-24-09 ECHD)

## **I. APPENDIXES**

- ESCAMBIA COUNTY STRATEGIC NATIONAL STOCKPILE PLAN (TBI)
- PANDEMIC INFLUENZA RESPONSE PLAN (TBI)

## **Emergency Support Function (ESF) 9 Search and Rescue**

**Lead Coordinating Agency:** Escambia County Fire-Rescue Division

**Support Agencies:** City of Pensacola Fire Department  
Escambia Search and Rescue, Inc  
Southwest Panhandle Search and Rescue

### **I. Purpose**

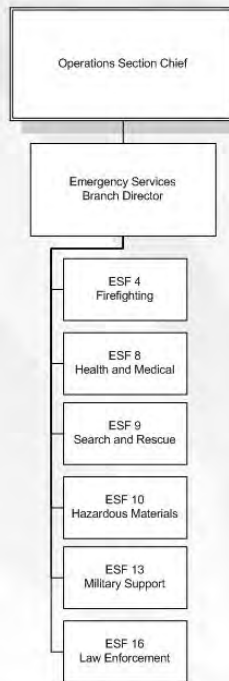
The purpose of Emergency Support Function 9 (ESF-9) is to provide search and rescue coordination and support services in support of emergency events in Escambia County. Emergency Support Function 9 can provide personnel and resources to support preparedness, response, recovery and mitigation in support of the primary emergency management objectives. ESF-9 resources are used when individual agencies are overwhelmed and County Emergency Response Team requests additional fire service assistance.

### **II. Concept of Operations**

#### **A. GENERAL**

1. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Escambia Emergency Operations Center and in the field. These are in the form of the Comprehensive Emergency Management Plan (CEMP) and corresponding Appendices, Incident Annexes, Support Annexes and Standard Operating Procedures, which describe ESF-9 capabilities. Periodic training and exercises are also conducted to enhance effectiveness.
3. In a large event requiring local and State mutual aid assistance, ESF-9 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.
4. Throughout the response and recovery periods, ESF-9 will evaluate and analyze information regarding search and rescue, and prevention requests for response, develop and update assessments of the search and rescue situation and status in the impact area, and do contingency planning to meet anticipated demands or needs.
5. When an event is focused in scope to a specific type or response mode technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.

## ESF 9 EOC Organizational Structure



### Incident Command System Structure: ESF 9 – Search and Rescue

#### B. ORGANIZATION

##### 1. COUNTY

- a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Escambia County Fire Rescue staff to provide support that will allow for an appropriate, coordinated and timely response.
- b. During an emergency or disaster event, the Emergency Operations Center Operations Section Chief will coordinate the support resources from the support agencies with the Emergency Services Branch Chief.
- c. During the response phase, ESF-9 will evaluate and analyze information regarding search and rescue requests. Also, ESF-9 will develop and update assessments of the search and rescue status in the impact area and do contingency planning to meet anticipate demands and needs.
- d. Escambia County Fire-Rescue Division will develop and maintain the overall ESF-9 Emergency Operations Plan and accompanying Appendices, and Standard Operating Guidelines that govern response actions related to emergencies. However support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall Emergency Operations Plan. All such documents will

be in compliance with the National Response Framework, The National Incident Management System, the Incident Command System and the County Comprehensive Emergency Management Plan.

### **C. ALERTS/NOTIFICATIONS**

1. Upon activation of the CEMP, the Public Safety Bureau will notify the point of contact for ESF-9 through multiple methods.
2. The Lead ESF 9 Coordinating Agency representative or designee will coordinate all activities of ESF-9.
3. Upon instructions to activate ESF-9, The Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

### **D. ACTIONS**

Actions carried out by ESF-9 are grouped into phases. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. ESF-9 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services. The following services may be provided:

- Assessment of Search and Rescue needs and potential impacts.
- Search and Rescue personnel.
- Search and Rescue equipment and supplies.
- Evacuation and Re-entry support.
- Emergency responder health and safety.
- Radiological/chemical/biological hazards.
- Mental health and crisis counseling for responders.
- Search and Rescue Public Information and risk communication.
- Search and Rescue Management, Command and control of assets.
- Search and Rescue activities related to terrorist threats and/or events.
- Catastrophic incident and alternate Search and Rescue facility support.

#### **1. PREPAREDNESS ACTIONS**

- a. Actions and activities that develop Search and Rescue response capabilities may include planning, training, orientation sessions, and exercises for ESF-9 personnel (i.e., Local, State, Regional, and Federal) and other emergency support functions that will respond with ESF-9. This involves the active participation of inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- b. Local and State search and rescue teams will jointly address planning issues on an on-going basis to identify response zones, potential staging areas, and potential medical facilities and establish specialized teams.
- c. Coordinate planning with ESF-9 support agencies, Regional Domestic Security Task forces, and other emergency support functions to refine Search and Rescue Operations.

- d. Coordinate the development and refinement of procedures to be used in the following field surveys: Rapid Impact Assessment (i.e., recon), Community Search and Rescue assessment.
- e. Coordinate training and exercises for EOC and Search and Rescue Team members.
- f. Prepare and maintain standard operating procedures, resource inventories, personnel rosters and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.
- g. Establish Mutual Aid procedures for the following resources; Urban Search and Rescue, Interoperable Communications and Command Vehicles, Business Operations and Logistical Support.
- h. Develop and implement emergency response and Search and Rescue strategies.
- i. Coordinate and participate in the development and presentation of training courses for ESF-9 personnel, provide information on critical facilities to the Public Safety Bureau, Division of Emergency Management and develop protocols for frequently provided services.
- j. Maintain liaison with support agencies.
- k. Conduct vulnerability analysis at critical facilities and make recommendations to improve the physical security.
- l. Conduct all hazards exercises involving ESF-9.
- m. Preposition response resources when it is apparent that fire-search and rescue resources will be necessary.
- n. Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately; this may include the development of a "go-kits" of basic supplies and equipment as appropriate.

- o. In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for

personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **2. RESPONSE ACTIONS**

- a. Coordinate operations at the ESF-9 office in the County Emergency Operations Center and/or at other locations as required.
- b. Establish and maintain a system to support on-scene direction and control and coordination with county EOC, regional task force and State EOC.
- c. Implementation of Impact Assessment Teams to determine post-storm impact to Emergency Services functional group resources and ability to perform Continuity of Operations of essential functions.
- d. Implement Mutual Aid procedures to assist with supporting issues related to a terrorist event.
- e. Search and Rescue support RDSTF in the investigation of a terrorist attack.
- f. Relocate fire search and rescue resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- g. Monitor and direct Search and Rescue resources and response activities.
- h. Participate in EOC briefings, Incident Action Plans, Situation Reports and meetings.
- i. Coordinate with support agencies, as needed, to support emergency activities.
- j. Coordinate with other County ESFs to obtain resources and to facilitate an effective emergency response among all participating agencies.
- k. Coordinate all local resources as required. Once local resources are expended, solicit Logistics Section for additional assistance in meeting unmet resource needs.

## **3. RECOVERY ACTIONS**

- a. Continue to provide support as required until response activities are concluded or until they can be managed and staffed by the primary incident agency or jurisdictions. This will include support to other jurisdictional or agency incident commanders.
- b. Continue to provide support as required to support the recovery phase.
- c. Initiate financial reimbursement process for these activities when such support is available.

## **4. MITIGATION ACTIONS**

- a. Identify and seek funds for retrofitting critical facilities and providing auxiliary power.
- b. Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

## **E. DIRECTION AND CONTROL**

1. The ESF-9 system operates in two arenas; 1) the county Emergency Operations Center; 2) field locations.
3. During emergency activations, all management decisions regarding County or regional response are made in coordination with County Emergency Operations Center ESF liaisons and incident management as appropriate.
4. A staffing directory and the ESF-9 Standard Operating Procedures, its accompanying Appendices and Standard Operating Procedures are maintained by the Lead Coordinating Agency and updated as required.
5. All search and rescue field operations will be coordinated through ESF 9 in the County Emergency Operations Center.
6. In accordance with a mission assignment from ESF-9, and further mission tasking by a Local primary agency, each support organization assisting ESF-9 assignment will retain administrative control over its own resources and personnel but will be under the operation control of ESF-9. Delegation of mission operational control may be delegated to a Management Support Unit, Multi-Agency Coordination Team or a local entity.

## **F. RESPONSIBILITIES**

1. LEAD COORDINATING AGENCY – ESCAMBIA COUNTY FIRE-RESCUE DIVISION
  - a. Provide leadership in directing, coordinating and integrating overall County efforts to provide Search and Rescue assistance to affected areas and populations.
  - b. Staff and operate a National Incident Management system compliant command and control structure (i.e., Incident Command System) to assure that services and staff are provided to areas of need.
  - c. Coordinate and direct the activation and deployment of County agencies Search and Rescue personnel, supplies, and equipment and provide certain direct resources.
  - d. Evaluate the emergency situation, make strategic decisions, identify resource needs and secure resources required for field operations.
  - e. Monitor Search and Rescue emergency response and recovery operations. ESF 9 Representatives or designees will coordinate all State and Federal Search and Rescue resources into the affected areas from staging areas.
  - f. Manage Search and Rescue and other emergency incidents in accordance with each department's Standard Operating Procedures and under the direction of ESF 9 Representatives or designee.
  - g. Provide assistance in initial needs assessment, and augment Search and Rescue operations through specialized response capabilities.
  - h. Make specific requests for Search and Rescue assistance to the State ESF 9/State Fire Marshal's Office, through the Escambia County Liaison, as needed. The State will activate resources through the State Emergency Response Plan.

- i. Continue to re-assess priorities and strategies, throughout the emergency, according to the most critical Search and Rescue needs.
- j. Demobilize resources and deactivate the ESF 9 station upon direction from the County Incident Commander.

## **2. SUPPORT AGENCIES**

- a. Support agencies will provide assistance to the Emergency Support Function with services, staff, equipment, and supplies that compliment the entire emergency response effort as the County Emergency Response Team addresses the consequences generated by the hazards that may impact the County (i.e., severe weather, tropical cyclones, environmental biological, terrorism, technological, and mass migration, etc.). Because services and resources are subject to change from time to time, emergency coordinators are responsible for frequently updating their resources capabilities with the ESF-9.
- b. The Public Safety Bureau will provide EOC support, conduct briefings, direct needs assessments, distribute key information, and serve as liaison to the State EOC to request resources.

## **G. FINANCIAL MANAGEMENT**

1. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.
2. Expenditures by other department entities will be documented by those entities and submitted directly to the Finance Section or a designated Finance Service officer as soon as possible.

## **H. REFERENCES AND AUTHORITIES**

- State ESF-9
- Florida Field operations Guide (FFOG)
- Fire Suppression Draft – Forestry
- The Guidelines of the State Emergency Response Team Annex for Wildfire Events. (2010)
- The Florida fire Chiefs' Association, Fire-Rescue Disaster Response Plan.



## **Emergency Support Function (ESF) 10 Hazardous Materials**

**Lead Coordinating Agency:** Escambia County Fire-Rescue Division

**Support Agencies:** City of Pensacola Fire Department  
Escambia County Emergency Management Division  
Escambia County Emergency Medical Services Division  
Escambia County Solid Waste Management Division  
Florida Department of Environmental Protection

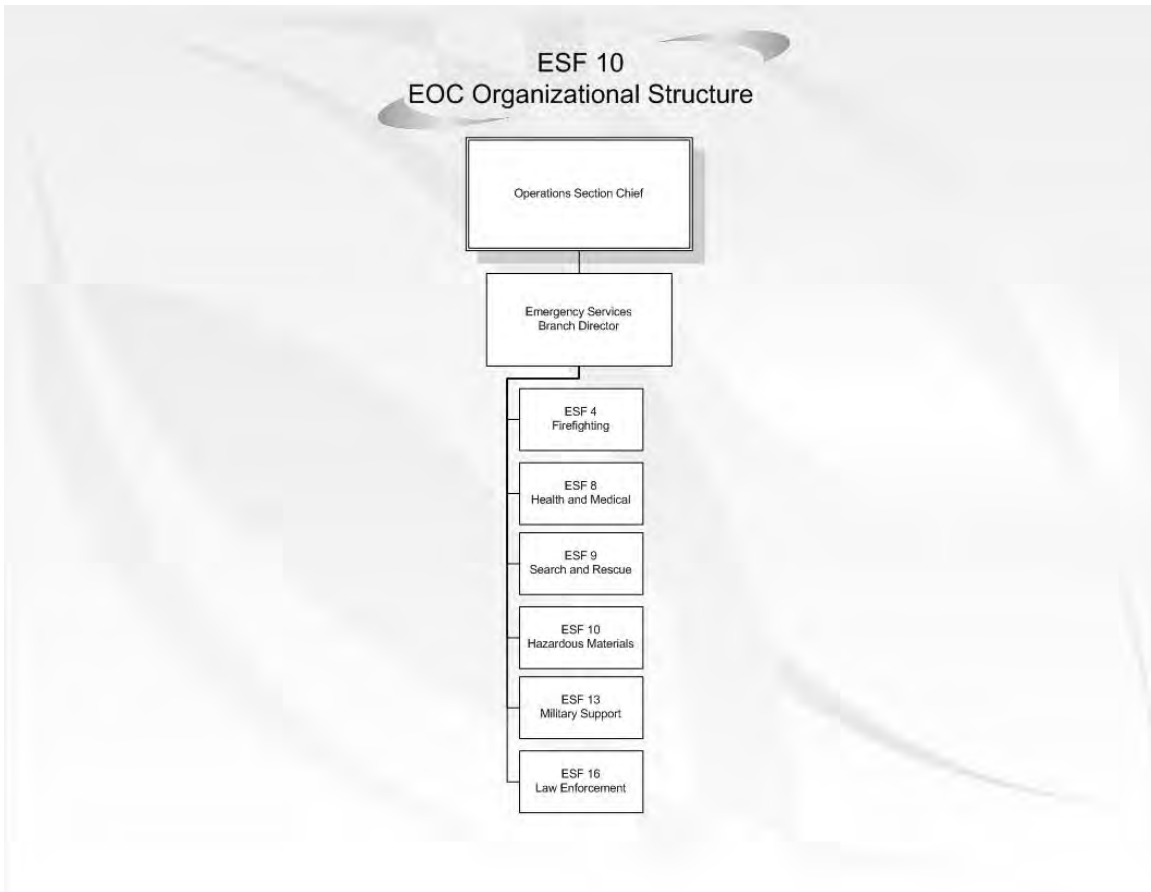
### **I. Purpose**

The purpose of Emergency Support Function-10 (ESF-10) is to provide hazardous materials coordination and support services in support of emergency events in Escambia County. ESF 10 can provide personnel and resources to support preparedness, response, recovery and mitigation in support of the primary emergency management objectives. ESF-10 resources are used when individual agencies are overwhelmed and County Emergency Response Team requests additional hazardous materials assistance.

### **II. Concept of Operations**

#### **A. GENERAL**

1. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Escambia Emergency Operations Center and in the field. These are in the form of the Comprehensive Emergency Management Plan (CEMP) and corresponding Appendices and Standard Operating Procedures, which describe ESF-10 capabilities. Periodic training and exercises are also conducted to enhance effectiveness.
3. In a large event requiring State, Federal or mutual aid assistance, ESF-10 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.
4. Throughout the response and recovery periods, ESF-10 will evaluate and analyze information regarding the identification of securing, removing and disposing of the hazardous materials requests for response, develop and update assessments of the hazardous materials situation and status in the impact area, and do contingency planning to meet anticipated demands or needs.
5. When an event is focused in scope to a specific type or response mode technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.



**INCIDENT COMMAND SYSTEM STRUCTURE: ESF 10 – HAZARDOUS MATERIALS**

**B. ORGANIZATION**

**1. COUNTY**

- a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Escambia County Fire-Rescue Division staff to provide support that will allow for an appropriate, coordinated and timely response.
- b. During an emergency or disaster event, the primary and support agencies of ESF-10 will respond to the Emergency Services Branch Director who reports to the Operations Section Chief under the overall direction of the Incident Commander.
- c. During the response phase, ESF-10 will evaluate and analyze information regarding hazardous materials requests. Also, ESF-10 will develop and update assessments of the hazardous materials status in the impact area and does contingency planning to meet anticipate demands and needs.
- d. Escambia County Fire-Rescue Division develops and maintains the overall ESF-10 Emergency Operations Plan and accompanying Appendices, annexes and Standard Operating Procedures that govern response actions related to emergencies. However support agencies may develop and maintain their own similar documents for internal use, which must be

compatible with and in support of the overall Comprehensive Emergency Management Plan.

## **B. ALERTS/NOTIFICATIONS**

1. Upon activation of the CEMP, the Public Safety Bureau will notify the point of contact for ESF-10 through multiple methods.
2. The Lead ESF 10 Coordinating Agency representative or designee will coordinate all activities of ESF-10.
3. Upon instructions to activate ESF-10, The Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

## **C. ACTIONS**

Actions carried out by ESF-10 are grouped into several phases. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. ESF-10 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services. The following services may be provided.

- Assessment of Hazardous materials needs and potential impacts.
- Hazardous materials personnel.
- Hazardous materials equipment and supplies.
- Evacuation support.
- Emergency responder health and safety.
- Radiological/chemical/biological hazards.
- Mental health and crisis counseling for responders may e provided.
- Hazardous materials Public Information and risk communication.
- Hazardous materials Management, Command and control of assets.
- Hazardous materials activities related to terrorist threats and/or events.
- Logistical Staging areas and Points of Distribution/Dispensing.
- Catastrophic incident and alternate Hazardous materials facility support.
- Oil and hazardous substance incident response.
- Information on drinking water, wastewater and solid waste facilities.
- Information on SARA Title III fixed facilities, storage of extremely hazardous substances within the county.

### **1. PREPAREDNESS ACTIONS**

- a. Actions and activities that develop hazardous materials response capabilities may include planning, training, orientation sessions, and exercises for ESF-10 personnel (i.e., Local, State, Regional, and Federal) and other emergency support functions that will respond with ESF-10. This involves the active participation of inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- b. Local and State hazardous materials teams will jointly address planning issues on an on-going basis to identify response zones, potential staging areas, and potential medical facilities and establish specialized teams.

- c. Coordinate planning with ESF-10 support agencies, Regional Domestic Security Task forces, and other emergency support functions to refine hazardous materials operations.
- d. Develop and refine procedures to be used in the following field surveys: Community Hazardous Materials Assessments.
- e. Conduct/coordinate training for EOC and hazardous materials response team members.
- f. Prepare and maintain standard operating procedures, resource inventories, personnel rosters and resource mobilization information necessary for implementation of the responsibilities of the lead agency.
- g. Ensure lead agency personnel are trained in their responsibilities and duties.
- h. Participate in training courses for ESF-10 personnel, provide information on critical facilities to the County Emergency Management and develop protocols for frequently provided services.
- i. Maintain liaison relationships with support agencies.
- j. Conduct vulnerability analysis at critical facilities and make recommendations to improve the physical security.
- k. Provide resource management and logistical support to the incident.
- l. Preposition response resources when it is apparent that hazardous materials response resources will be necessary.
- m. Conduct/coordinate/participate in all exercises involving ESF-10.
- n. Develop mutual aid procedures to assist with supporting issues related to a terrorist event or hazardous substance incident.
- o. Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately, this may include the development of a “go-kits” of basic supplies and equipment as appropriate.

- p. In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is

unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **2. RESPONSE ACTIONS**

- a. Coordinate operations at the ESF-10 desk in the County Emergency Operations Center and/or at other locations as required.
- b. Establish and maintain a system to support on-scene direction, control and coordination with the local incident commander, the county EOC, Regional Domestic Security Task Force and State EOC, and / or other coordination entities as appropriate.
- c. Activate Mutual Aid procedures for the following resources; Hazardous Materials Response Teams, Interoperable Communications and Command Vehicles, and any other as required and necessary.
- d. Implementation of Impact Assessment Teams to determine post-event impact to Emergency Services functional group resources and ability to perform Continuity of Operations of essential functions.
- e. Provide hazardous materials support to the RDSTF in the investigation of a terrorist attack.
- f. Relocate hazardous materials response resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- g. Monitor and direct hazardous materials resources and response activities.
- h. Participate in EOC briefings, Incident Action Plans, Situation Reports and meetings.
- i. Coordinate with support agencies, as needed, to support emergency activities.
- j. Coordinate with other County ESFs to obtain resources and to facilitate an effective emergency response among all participating agencies.
- k. Once all local resources have been utilized and expended, coordinate with the logistic section to assist in locating additional support resources.

## **3. RECOVERY ACTIONS**

- a. Continue to provide support as required to support the recovery phase of the incident through the appropriate incident commander.
- b. Initiate financial reimbursement process for these activities when such support is available.

## **4. MITIGATION ACTIONS**

- a. Identify deficiencies or areas to be improved and seek funds to enhance protective measures to lessen the impact on vulnerable populations and/or minimize damage to critical facilities.
- b. Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

## **D. DIRECTION AND CONTROL**

1. The ESF-10 system operates in two arenas; 1) the County Emergency Operations Center, 2) field locations.
2. A staffing directory and the ESF-10 Standard Operating Procedures, its accompanying Appendices, and Standard Operating guidelines are maintained by the Escambia County Fire-Rescue Division with status of the call lists updated at least monthly and all other documents at least annually.
3. All hazardous materials field personnel and activities will be coordinated through ESF-10 at the County Emergency Operations Center.
4. In accordance with a mission assignment from ESF-10, and further mission tasking by a Local primary agency, each support organization assisting ESF-10 assignment will retain administrative control over its own resources and personnel but will be under the operation control of ESF-10. Delegation of mission operational control may be delegated to a Management Support Unit, Multi-Agency Coordination Team or a local entity.

## **E. RESPONSIBILITIES**

### **1. LEAD COORDINATING AGENCY –ESCAMBIA COUNTY FIRE- RESCUE DIVISION**

- a. Provide leadership in directing, coordinating and integrating overall County efforts to provide hazardous materials assistance to affected areas and populations.
  - Maintain a list of mutual aid agencies and private contractors that are trained and qualified to respond to an incident.
  - Ensure that all first responders are trained in awareness and operations level of hazardous materials response as defined in the guidelines established by the State Emergency Response Commission.
  - ESF-10 will coordinate the response and recovery efforts to hazardous materials incidents upon notification of a release by ensuring that coordination and cooperation is maintained in identifying the material. Then securing, removing and properly disposing of the hazardous material.
  - The presence of any radioactive material will be determined by properly trained personnel using basic detection equipment who will then determine if any evacuations are necessary. If evacuations are necessary, ESF 10 will coordinate with other ESFs to ensure operational missions are supported to the fullest extent possible.
  - Coordinate the response of all agencies required to handle the hazardous materials incident and the necessary cleanup involved in recovery.
  - Minor incidents are usually handled by jurisdictional fire departments with minimal use of resources. Larger incidents will involve a cooperative effort between all support agencies, private contractors and the Florida Department of Environmental Protection.

- In a large event requiring local and State or mutual aid assistance, ESF-10 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.
  - During a State declared disaster requests for resources or assistance from State agencies will be made through established and proven procedures as set forth in the State of Florida Comprehensive Emergency Management Plan (CEMP).
  - Notify State Watch Office of all hazardous materials incidents and request State assistance when needed.
  - Coordinate with the Florida Department of Environmental Protection (DEP) for notification and response to hazardous materials incidents when the ability to identify the material or mitigate the incident is beyond the capabilities of the county.
  - Maintain an accurate and current listing of all fixed facilities that produce or store 302 type hazardous materials. Prepare site-specific plans for each facility that produces or stores extremely hazardous substances (EHS) and update these plans annually or as necessary through the year.
- b. Staff and operate a National Incident Management system compliant command and control structure (i.e., Incident Command System) to assure that services and staff are provided to areas of need.
  - c. Coordinate and direct the activation and deployment of County agencies hazardous materials personnel, supplies, and equipment and provide certain direct resources.
  - d. ESF 10 members or designees will jointly evaluate the emergency situation, make strategic decisions, and identify resource needs and secure resources required for field operations.
  - e. ESF 10 is responsible for monitoring hazardous materials emergency response and recovery operations. ESF 10 members or designees will coordinate all State and Federal hazardous materials resources into the affected areas from staging areas.
  - f. ESF 10 will manage hazardous materials and other emergency incidents in accordance with each department's Standard Operating Guidelines and under the direction of ESF 10 members or designee.
  - g. ESF 10 members or designee will make specific requests for hazardous materials assistance to the State ESF 10 through the Escambia County Liaison, as needed. The State will activate resources through the State Emergency Response Plan.
  - h. ESF 10 members or designees will continue to re-assess priorities and strategies, throughout the emergency, according to the most critical hazardous materials needs.
  - i. ESF 10 will demobilize resources and deactivate the ESF 10 station upon direction from the County Incident Commander.
  - j. The responsible party for the material spill/release will be financially responsible for the material and will incur all cost and responsibility of the clean up and disposal activities.

## **2. SUPPORT AGENCIES**

- a. Support agencies will provide assistance to the Emergency Support Function with services, staff, equipment, and supplies that compliment the entire emergency response effort as the County Emergency Response Team addresses the consequences generated by the hazards that may impact the County (i.e., severe weather, tropical cyclones, environmental biological, terrorism, technological, and mass migration, etc.). Because services and resources are subject to change from time to time, emergency coordinators are responsible for frequently updating their resources capabilities with the ESF-10.
- b. The Public Safety Bureau will provide EOC support, conduct briefings, direct needs assessments, distribute key information, and serve as liaison to the State EOC to request resources.
- c. The Public Safety Bureau will:
  - Coordinate training to all public safety personnel and first responders in awareness and recognition (level 1) of hazardous materials.
  - Coordinate the notification and response of all agencies required to handle the incident.
  - Notify the State Warning Point and make request for State assistance when necessary.
- d. The Solid Waste Management Division or ESF 3 will:
  - Maintain a list of available department resources that may be used to respond to and recover from the incident.
  - Coordinate with the appropriate fire department, Department of Environmental Protection, or health department to ensure that the material is recovered and disposed of in accordance with local, State and Federal regulations.
  - Will coordinate with appropriate agency to accept any material that has been approved for disposal in the county landfill. The agencies will also assist the Department of Public Safety with identification of fixed facilities that produce or store hazardous materials.
- e. The Road Division or ESF 3 will assist or coordinate the removal and disposal of any hazardous material deemed safe for disposal in the county landfill. This will be done in accordance with local guidelines and agreements. These guidelines will be updated and changed as deemed necessary.
- f. Emergency Medical Services will be responsible for transporting injured personnel to medical facilities. Patients will be decontaminated by the fire department personnel before delivery to EMS when possible. EMS will be responsible for notification of the local hospitals regarding the number of patients, severity of injuries and the material involved in the incident. Baptist Hospital is responsible for patient coordination with all other hospitals during multiple casualty incidents. Contaminated patients will be handled by each hospital in accordance with their standard operating procedures.
- g. Baptist, Scared Heart and West Florida Hospital will accept contaminated patients in accordance with the standard operating procedures. Emergency Medical Services will notify the receiving hospital while on scene so appropriate hospital staff are available to receive the patients.
- h. The appropriate fire departments will be dispatched to any release of a hazardous material upon notification. It will be their responsibility to attempt to positively identify the material, determine the hazard and take immediate actions necessary within their capabilities to protect life and property. Each



fire department is responsible to ensure their personnel receive the required training to perform any actions taken during a hazardous materials incident and to call for assistance when the necessary actions are beyond their capabilities. Should there be a need; the Division's Hazardous Materials Team will be deployed to manage the incident and the material. A contractor may be hired through mutual aid agreement or contract to respond to an incident upon request either by the responsible party for the incident or DEP should there be a need. The contractor personnel will possess certification in all levels of training and respond with the equipment necessary to handle most hazardous materials incidents and with a full support staff of chemists at their facility. Upon arrival, the HAZMAT Team and/or the contractor personnel will coordinate with the fire department Incident Commander to assist in the identification and establishment of hot and cold zones, decontamination site, determining the proper methods and equipment to be used. Fire Department personnel will mostly likely perform decontamination of all personnel leaving the hot zone. If required, a contractor will be obtained to properly dispose of all decontamination material.

- i. Law enforcement agencies (ESF16) may be tasked to provide crowd control, security measures, roadway assessments, and ingress/egress actions to protect the public and property in, near and around areas involved in fire fighting operations; keep emergency forces informed of hazardous areas.
- j. City, county, and private utilities (ESF12) will coordinate with ESF 10 to address fire prevention and suppression problems due to leaking natural gas, power line risks, and water flow contamination issues.
- k. City and County Public Works (ESF3) and other departments will provide road clearing equipment and other major resources needed to clear roadways in support of emergency response actions.
- l. City and County Communications Centers (ESF2) will provide radio communications support, to the extent possible, to support communications among various Fire Department agencies responding to the impacted areas.
- m. Escambia County Emergency Medical Services (ESF8) will provide emergency medical care and transportation of victims beyond initial collection sites.
- n. American Red Cross and other community agencies (ESF6) will provide field support to emergency response personnel and evacuees as needed and required (food, water, basic assistance, etc.).

## **F. FINANCIAL MANAGEMENT**

1. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event. If a federally declared disaster exists, then a reimbursement formula is established by the Federal Emergency Management Agency that may be as much as 100 percent, but usually does not exceed 75 percent.
2. Expenditures by support agencies entities will be documented by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible for tracking of the disaster event expenses.

## **G. REFERENCES AND AUTHORITIES**

- State ESF-10
- Florida Statutes, 376.021, 376.30, 376.303, 376.305, and 403.061, 403.1655, 403.726
- The Clean Water Act of 1977, amended 1990
- Department of Environmental Protection Environmental Response Plan, Florida Statutes, Section 376.97 (2)(e), 376.303(1)(6) and CFR Part 311
- Regional Domestic Security Task Forces, Section 943.0312, F.S.
- Florida Field Operations Guide (FFOG)
- Fire Suppression Draft – Forestry
- The Guidelines of the State Emergency Response Team for Wildfire Events. (2010)
- The Florida fire Chiefs' Association, Fire-Rescue Disaster Response Plan.
- Code of Federal Regulations, 40CFR302.

## **Emergency Support Function (ESF) 11 Food and Water**

**Lead Coordinating Agency:** Escambia County Community Services Division

**Support Agencies:** American Red Cross of Northwest Florida  
Escambia County Emergency Management Division  
Escambia County Extension  
Florida Department of Children and Families  
Interfaith Organizations and Agencies  
The Salvation Army  
The United Way of Escambia County

### **I. Purpose**

The purpose of Emergency Support Function-11 (ESF-11) is to plan for and provide the distribution of food, water and ice to local victims following a disaster. Hurricane preparedness education campaigns teach the public to be prepared to be self sufficient for 72 hours. However other potential hazards may create the need for distribution of these basic necessities.

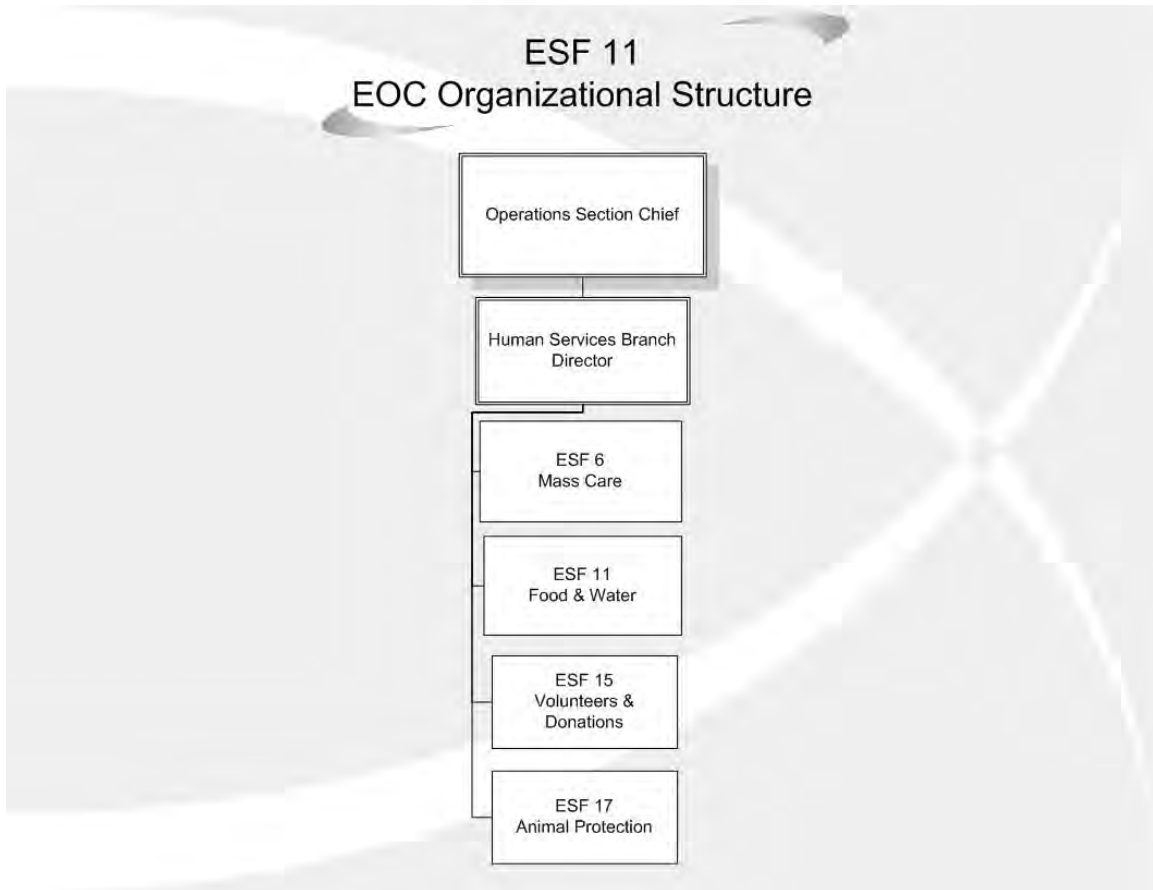
In the wake of a major disaster requiring the need for distribution of food, water and ice to the public, pre-identified locations for distribution will be prepared and the commodities transported to each location.

### **II. Concept of Operations**

#### **A. GENERAL**

1. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Escambia Emergency Operations Center and in the field. These are in the form of the Comprehensive Emergency Management Plan (CEMP) and corresponding Appendices and Standard Operating Procedures, which describe ESF-11 responsibilities. Periodic training and exercises are also conducted to enhance effectiveness.
3. In a large event requiring local and State mutual aid assistance, ESF-11 will coordinate with support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.
4. Throughout the response and recovery periods, ESF-11 will evaluate and analyze requirements for food, water and ice; develop and update assessments of the food and water situation and status in the impact area; and undertake contingency planning to meet anticipated demands or needs.
5. When an event is focused in scope to a specific type or response mode, technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.

6. Appendix D, Escambia County CSA and POD Plan, outlines a concept of operations that will govern commodities logistics planning, including: responsibilities for the mobilization, set up templates, distribution guidelines, to receive, stage and distribute emergency relief supplies and, and demobilization of County Staging Areas and Points of Distribution in Escambia County.



**INCIDENT COMMAND SYSTEM STRUCTURE: ESF 11 – FOOD AND WATER**

## **ORGANIZATION**

### **1. COUNTY**

- a. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Division of Community Services staff to provide support that will allow for an appropriate, coordinated and timely response.
- b. During an emergency or disaster event, the Emergency Operations Center, Operations Section Chief will coordinate the support resources from the support agencies with the Human Services Branch Chief.
- c. The Division of Community Services coordinates the development of the overall ESF-11 Emergency Operations Plan and accompanying Appendices, annexes and Standard Operating Guidelines that govern response actions related to emergencies. However support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall CEMP. All such documents will be in compliance with the National Response Framework, the National Incident Management System, the Incident Command System and the County Comprehensive Emergency Management Plan.
- d. Water, ice, meals and potentially additional bulk items (i.e. tarps) will be shipped through the County Staging Area, where they will be accounted for and further shipped to the PODs or other facilities, organizations and agencies for distribution to the community.
- e. Public information will be released through the local media to inform the public of the locations for assistance.

### **B. ALERTS/NOTIFICATIONS**

1. Upon activation of the CEMP, the Public Safety Bureau will notify the point of contact for ESF-11 through multiple methods.
2. The Lead ESF 11 Coordinating Agency representative or designee will coordinate all activities of ESF-11.
3. Upon instructions to activate ESF-11, The Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

### **C. ACTIONS**

Actions carried out by ESF-11 are grouped into phases of emergency management: preparedness, response, recovery and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. ESF-11 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services.

Maintain lists of essential employees who because of their expertise and nature of assigned responsibilities are "on call" throughout all phases of a major disaster operation.

## 1. PREPAREDNESS ACTIONS

- a. Actions and activities that develop food and water response capabilities may include planning, training, orientation sessions, and exercises for ESF-11 personnel (i.e., County, State, Regional and Federal) and other emergency support functions that will respond with ESF-11. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- b. Address planning issues on an ongoing basis to identify POD locations and potential staging areas, along with operational support resources, and obtain mutual aid agreements or contracts where appropriate to support operations.
- c. Maintain an accurate roster of personnel assigned to perform ESF 11 missions during an emergency or disaster.
- d. Coordinate disaster response training for ESF 11 personnel.
- e. Periodically update the list of available ice and water vendors. Identify local resources for the acquisition of food, potable water and ice and attempt to obtain written agreements.
- f. Purchase food and water supplies in advance as appropriate.
- g. Coordinate with Faith based organizations and their distribution points, and incorporate them into the operation as appropriate.
- h. Plan and coordinate resource support to fulfill operational resource needs for all operations under ESF 11. This will include equipment, human resources, etc. through local businesses, contracts, etc.
- i. For those unmet resource needs that are not able to be acquired locally, work with the Logistics Section to assist in fulfilling the unmet needs as appropriate.
- j. Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately, this may include the development of a "go-kits" of basic supplies and equipment as appropriate.

- k. In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **2. RESPONSE ACTIONS**

- a. Inventory food and water supplies.
- b. Coordinate with ESF 6 to identify mass feeding sites and the potential number of people in shelters to assist and support shelter activities where appropriate.
- c. Work with ESF 15 to coordinate use of donated goods and services to support the ESF 11 mission.
- d. Coordinate the transportation and escort of food, water and ice to the distribution sites and maintain a resource list for equipment needed for moving and handling the materials.
- e. Coordinate with local utility companies and businesses to identify where power and water have been or will be restored throughout the community to coordinate the mobilization or demobilization of POD location and operations.
- f. Coordinate with the ESF 8 for testing and treatment of all potable water distributed.
- g. Coordinate with Logistics Section for any unmet needs locally.

## **3. RECOVERY ACTIONS**

- a. Continue to monitor food, water and ice needs.
- b. Maintain logistical links with supporting agencies with a role in ESF 11.
- c. Demobilize operations as soon as appropriate and coordinated through the incident commander.

## **4. MITIGATION ACTIONS**

Use HAZUS-MH and other risk assessment tools to identify vulnerable populations in Escambia County.

## **D. DIRECTION AND CONTROL**

- 1. ESF-11 complies with the National Response Framework, the National Incident Management System and uses the Incident Command System.
- 2. The ESF-11 system operates in two arenas: 1) the county Emergency Operations Center; 2) field locations.

3. During emergency activations, all decisions regarding County or regional response is coordinated in County Emergency Operations Center with the incident commander.

## **E. RESPONSIBILITIES**

### **1. LEAD COORDINATING AGENCY – DIVISION OF COMMUNITY SERVICES**

- a. Identify local resources with the ability to supply large amounts of non-perishable food, potable water, ice and equipment necessary to transport and handle the commodities following a major disaster.
- b. Coordinate with Logistics Section to obtain contracts or agreements with local businesses to supply necessary commodities to meet all operational planning needs.
- c. Prior to hurricane season each year, work the Division of Emergency Management to identify possible locations to be used for the distribution of food, water and ice.
- d. Work with the local United Way and other volunteer agencies to obtain volunteers to staff distribution centers. Also coordinate with the other county departments and elected officials for use of non-essential post-disaster employees to work at the sites.
- e. Notify the County Health Department of the locations of distribution sites and arrange for testing and treatment of all bulk potable water if appropriate and necessary.
- f. Attempt to coordinate with local businesses and relief organizations to ensure that all locations of feeding stations, distributions sites and other assistance sites are placed where there is the most need, and coordinate press releases through ESF 14 as required and appropriate.
- g. Coordinate unmet operational needs with other ESF's and the logistics section.

### **2. SUPPORT AGENCIES**

#### **a. Division of Emergency Management**

- Each year, prior to hurricane season the department will coordinate with ESF 11 on the selection of sites for PODs and CSA's as appropriate and necessary.
- Assist ESF 11 with coordinating resources to meet mission needs.

#### **b. The United Way of Escambia County**

Maintain a listing of available volunteers and donated goods that can be used in support of ESF 11. Coordination of these efforts will take place in the EOC.

#### **c. American Red Cross of Northwest Florida**

Coordinate feeding and comfort stations as needed and required.

#### **d. County Health Department**



Responsible for testing, monitoring and treating all food and water that is being distributed to the public.

**e. Florida Department of Children and Families**

Coordinate the distribution of emergency food stamps in the disaster area based on established procedures of the Department.

**g. Escambia County Extension**

Coordinate with the Florida Department of Agriculture and Consumer Services for distribution of bulk food products available to ESF 6 or ESF 11 as needed and appropriate.

- Educational Components of food safety and food preparation during an emergency.
- Assist with food distribution sites as needed.

**h. Interfaith Organizations and Agencies**

Coordinate with ESF 11 to support local distribution operations in an efficient and effective manner to provide for community needs.

**F. FINANCIAL MANAGEMENT**

1. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resources after the event.

2. Expenditures by other department entities and organizations will be documented and summarized by those entities and submitted directly to the Finance/Administration Section or a designated Finance Service officer as soon as possible for disaster documentation and reporting purposes.

**G. REFERENCES AND AUTHORITIES**

- State ESF-11

## **Emergency Support Function (ESF) 12 ENERGY**

**Lead Coordinating Agency:** Escambia County Emergency Management Division

**Support Agencies:** Gulf Power  
Energy Services of Pensacola  
Escambia County Area Transit (ECAT)  
Escambia River Electric Cooperative, Inc.  
Escambia County Road Division  
Okaloosa Gas District  
Town of Century Department of Gas and Water

### **I. Purpose**

The purpose of Emergency Support Function-12 (ESF-12) is to establish policies to be used in the coordination with private providers for restoration of power during emergencies or following a major disaster. Expedient recovery is dependent upon the restoration of power to homes and businesses. Power outages are usually caused by major disasters such as hurricanes, tornadoes or other severe weather. However, other events such as fuel shortages, civil disturbances, disruption of transmission and distribution systems, or power generating plant failure may also cause temporary disruption of power.

ESF-12 can provide personnel and resources to support preparedness, response, recovery and mitigation in support of the primary emergency management objectives. ESF-12 resources are coordinated when individual agencies are overwhelmed and local resources may be able to be utilized more efficiently and effectively in a cooperative manner.

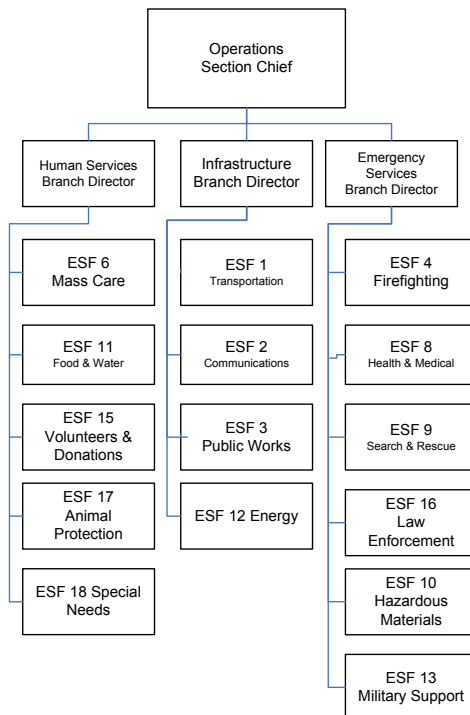
### **II. Concept of Operations**

#### **A. GENERAL**

1. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Escambia Emergency Operations Center and in the field. These are in the form of the Comprehensive Emergency Management Plan (CEMP) and corresponding Appendices, and Standard Operating procedures, which describe ESF-12 responsibilities. Periodic training and exercises are also conducted to enhance effectiveness.
2. In a large event requiring local and state mutual aid assistance, ESF-12 will coordinate with support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.
3. When an event is focused in scope to a specific type or response mode, technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.
4. The potential for widespread loss of power is relatively high in Escambia County due to the frequency of severe weather. Loss of power to large areas of the

County may require that shelters be opened and some basic services be provided.

5. ESF 12 is not a typical ESF that will provide emergency support services to the EOC ESF's. ESF 12 operates to restore infrastructure that delivers energy services to the community. If there is service out within the community, ESF 12 will take that information, prioritize it and process it within their own organizations and provide progress reports as to the status of energy service restoration. ESF 12 is more of an informational ESF where the EOC provides information of problems to the ESF and the ESF provides information to the EOC as to the status of resolution to those problems.
6. ESF 12 is not an energy solution resource as it relates to fuel. Fuel will be the responsibility of specific organizations for both facility operations and for employee staff. Pre-planning fueling needs will be critical to maintain and recover daily operations during a large-scale event. Each facility and organization will need to identify solutions in advance of an event that meets their complete need.
7. Escambia County BCC fuel supplies will be coordinated through ECAT and the County Road Department through the County Fuel Plan maintained by ECAT. County BCC fuel supplies are specifically for County vehicles only. Each agency will have their own policies and plans for fuel usage and preparedness.
8. For fueling issues that cannot be resolved by the individual organization, the needs should be addressed through a request to the Logistics Section. Fuel sources will attempt to be identified by Logistics, and if so, the third party supplier will be identified and provided to the requesting agency or organization for their own logistical coordination and to manage billing and payment processes on their own.



## **Incident Command System Structure: ESF 12 – Energy**

### **B. ORGANIZATION**

#### **1. COUNTY**

- a. The Escambia County Public Safety Bureau, Division of Emergency Management serves as the lead agency for ESF 12 and will work with the support agencies listed above to coordinate the response and process resource requests for power companies during major power outages.

Gulf Power and Escambia River Electric Cooperative, using established hurricane response plans and standard operating procedures will:

- provide their own resources through contractual agreements with other power providers to perform damage assessment; and
  - obtain necessary equipment, repair or rebuild transmission and distribution systems, and restore power.
- b. The Escambia County Public Safety Bureau Division of Emergency Management maintains a power restoration priority plan that will guide the allocation and restoration of power as the situation dictates.
  - c. Gulf Power and Escambia River Electric Cooperative both have public information officers who, in conjunction with ESF 14 and the Joint Information Center (JIC), will issue statements and press releases that address existing or potential power problems or shortages.
  - d. During an activation of the County Emergency Operations Center, support agency staff are integrated with the Escambia County Public Safety Bureau Emergency Management Division staff to provide support that will allow for an appropriate, coordinated and timely response.
  - e. During an emergency or disaster event, the Emergency Operations Center, Operations Section Chief will coordinate the support resources from the support agencies with the Infrastructure Branch Chief.
  - f. The Escambia County Public Safety Bureau Division of Emergency Management develops and maintains the overall ESF-12 Emergency Operations Plan, accompanying Appendices, and Standard Operating Procedures that govern response actions related to emergencies. However support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall Emergency Operations Plan. All such documents will be in compliance with the National Response Framework, the National Incident Management System, the Incident Command System and the County Comprehensive Emergency Management Plan.

### **C. ALERTS/NOTIFICATIONS**

1. Upon activation of the CEMP, the Public Safety Bureau will notify the point of contact for ESF-12 through multiple methods.
2. The Lead ESF 12 Lead Coordinating Agency representative or designee will coordinate all activities of ESF-12.

3. Upon instructions to activate ESF-12, The Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

#### **D. ACTIONS**

Actions carried out by ESF-12 are grouped into phases. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. ESF-12 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services.

Maintain a list of essential employees who because of their expertise and nature of assigned responsibilities are "on call" throughout all phases of a major disaster operation.

#### **1. PREPAREDNESS ACTIONS**

- a. Actions and activities that develop energy service response capabilities may include planning, training, orientation sessions, and exercises for ESF-12 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with ESF 12. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- b. In preparation of an emergency or disaster, ESF 12 will coordinate with Gulf Power and Escambia River Electric Cooperative, Inc. and major fuel providers to determine response and recovery needs and priorities.
- c. The Escambia County Public Safety Bureau Division of Emergency Management will coordinate with the American Red Cross to identify emergency shelter power generation capacity and needs, or other emergency power needs.
- d. Gulf Power and Escambia River Electric Power Cooperative, Inc. will deliver public education campaigns that address safety around electricity, emergency procedures for homes and businesses and hurricane preparedness.
- e. The Escambia County Public Safety Bureau Division of Emergency Management will maintain the special needs registration list, which includes those citizens that are dependant on electricity to operate medical equipment.
- f. ECAT and the Road Department will work to development, maintain, and implement fuel management plans for the County BCC during disaster events that are NIMS compliant.
- g. ESF 12 will monitor business capabilities and capacities as it relates to larger fuel tank storage and service companies in Escambia County, to include propane, natural gas, diesel and gasoline. This will not include small gas grill tank inventories.
- h. Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for

that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately, this may include the development of a "go-kits" of basic supplies and equipment as appropriate.

- i. In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **2. RESPONSE ACTIONS**

- a. Coordinate operations at the ESF-12.
- b. Establish and maintain a system to support on-scene direction and control and coordination with County EOC, Regional Domestic Security Task Force and the State EOC, or other coordination entities as appropriate.
- c. Prioritize the restoration of electric power, based on the priority restoration list that is maintained by the Escambia County Public Safety Bureau Division of Emergency Management.
- d. Participate in EOC briefings, Incident Action Plans, Situation Reports and meetings
- e. Provide information up through the Operations Section Chief, Planning Section, and Incident Commander on the Status of Energy Systems locally for the benefit of the EOC and the incident action plan and adjust response actions accordingly.
- f. Monitor and direct energy restoration resources and response activities.

## **3. RECOVERY ACTIONS**

- a. The Infrastructure Branch Director, in consultation with the requesting jurisdiction, may obtain additional energy service resources via established mutual aid agreements.
- b. Local ESF's will support any resource needs to ESF 12 as appropriate.

- c. Additional resources not locatable locally or regionally within the organizations capabilities will be requested through logistics section.

#### **4. MITIGATION ACTIONS:**

- a. Identify mitigation measures and funds to reduce the vulnerability of electric power to the effects of hurricanes and other major hazards.
- b. Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

#### **E. DIRECTION AND CONTROL**

1. The ESF-12 system operates in two arenas; 1) The County Emergency Operations Center; 2) field locations.
2. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the ESF-12 coordinator. Under the Incident Command System structure, the Planning, Logistics, Finance/Administration, and Operations Section Chiefs and staff at the County Emergency Operations Center assist the incident commander in carrying out the overall mission. Sections, Units, Teams, staffing levels, etc. are modular and scalable, depending on the type, size, scope and complexity of the emergency or disaster event.
3. A staffing directory and the Emergency Support Function 12 Standard Operating Procedures, its accompanying Appendices, and Annexes are maintained by the Primary Coordinating Agency and updated as required.

#### **F. RESPONSIBILITIES**

##### **1. PRIMARY AGENCY – EMERGENCY MANAGEMENT DIVISION**

- a. Maintain a close working relationship with the local energy companies to ensure that timely notification of potential problems are received and requests for support and resources are processed as quickly as possible.
- b. Maintain a power restoration priority list based upon the facilities required to provide sheltering, sanitary facilities, food water, ice and other basic needs. This priority list shall be used and amended as the situation dictates, as a priority list for energy allocation.
- c. Coordinate with power companies to prepare and release public information regarding the power emergency. This information will be disseminated through the Emergency Alerting System when necessary and through all local media in cooperation with ESF 14 and the Joint Information Center (JIC).
- d. When requested, coordinate with other ESF 12 support agencies to obtain needed resources and make requests to the State Division of Emergency Management when local resources have been exhausted through the logistics section.
- e. Coordinate all ESF activity and information and provide information to the Planning Section of inclusion into the incident action plan as appropriate.

## 2. SUPPORT AGENCIES

Support the ESF Lead Coordinating Agency and all ESF activity and information and provide information to the Planning Section of inclusion into the incident action plan as appropriate.

All agencies should work together to provide system recovery efficiencies and effectiveness to promote quick recover of energy infrastructure.

### a. **Gulf Power and Escambia River Electric Cooperative, Inc.**

Both companies will be responsible for maintaining an emergency plan to restore power as quickly as possible following the event. They will ensure that the Escambia County Public Safety Bureau Division of Emergency Management is kept abreast of problems or potential problems and will have a representative in the EOC when activated.

**Gulf Power** will continue to maintain contractual agreements with other power providers and fuel providers to ensure power availability even in the event of a failure of the local power generating plant.

Work with the Escambia County Public Safety Bureau Division of Emergency Management to provide power as quickly as possible to the facilities identified on the power restoration list.

Both will prepare press releases regarding the incident to keep the public informed. When necessary, coordinate with the Escambia County Public Safety Bureau Division of Emergency Management for release of information. Continue a public education campaign dealing with disaster situations and hurricane preparedness.

### b. **County Road Division and ECAT**

The County Road Department and ECAT are responsible for supplying all petroleum fuels used by the County on a daily basis and maintain a list of vendors in addition to the current vendors for purchase and delivery of fuels in an emergency. They are also responsible for maintaining a Hurricane Fuel Plan to ensure ample fuel supplies and distribution to BCC critical facilities and other sites deemed necessary.

### c. **Energy Services of Pensacola (ESP), Okaloosa Gas District, Town of Century Gas and Water Department**

Will work with power providers to promote safe pole replacement and facilitate power restoration. Priority will be given to the restoration of gas services to critical facilities with emergency power sources fuels by natural gas.

Coordinate restoration of all energy service systems within jurisdictions. Provide status reports up through ESF 12 Lead Coordinating Agency.

## G. FINANCIAL MANAGEMENT

1. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event.



2. Each agency will provide summary data as to event expenses on-going throughout the disaster for disaster cost estimate tracking through the finance Section on a regular basis as requested by the Finance Section.

#### **H. REFERENCES AND AUTHORITIES**

- State ESF-12

# **Emergency Support Function (ESF) 13 Military Support**

**Lead Coordinating Agency:** Escambia County Division of Emergency Management

**Support Agencies:** Florida National Guard  
Pensacola Naval Air Station  
United States Coast Guard  
Civil Air Patrol

## **I. Purpose**

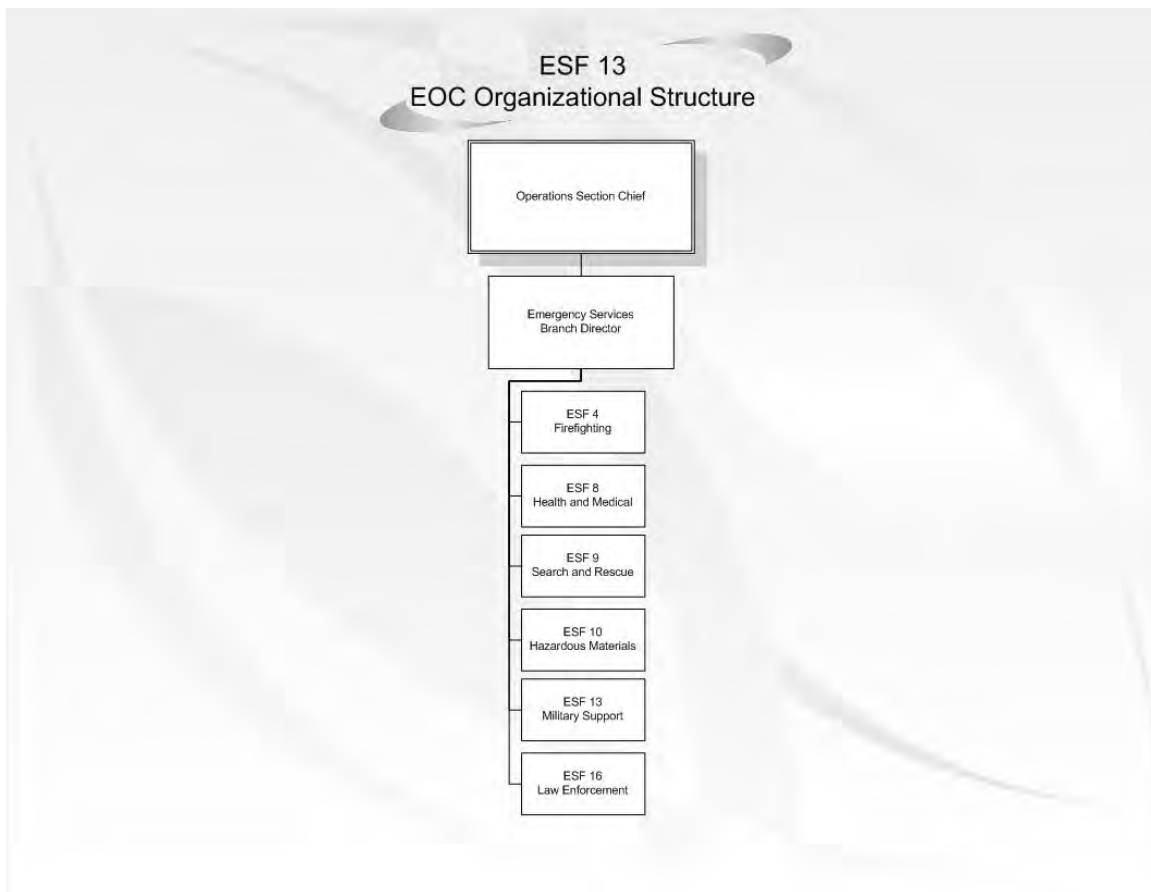
The purpose of Emergency Support Function-13 (ESF-13) is to address coordination of military resources once activated during or after a major or catastrophic disaster. ESF-13 can provide personnel and resources to support preparedness, response, recovery and mitigation in support of the primary emergency management objectives. ESF-13 resources are used when individual agencies are overwhelmed and County Emergency Response Team requests additional military support assistance.

## **II. Concept of Operations**

### **A. GENERAL**

1. In a major or catastrophic disaster, the Governor of the State of Florida may activate the Florida National Guard so assistance can be provided to the local community. All initial requests would be coordinated through the Logistics Section to the Florida Division of Emergency Management (State EOC).
2. ESF-13 is organized consistent with the State Emergency Operations Center and the requirements of the National Response Plan, the National Incident Management System, and the Incident Command System in order to provide incident assessment, planning, procurement, deployment, coordination and support operations to the Escambia County Emergency Response Team, and State Emergency Response Team officials to assure a timely and appropriate response to an emergency/disaster event.
3. The Pensacola Unit of the Florida National Guard has been an active member of the County's Disaster Committee for many years. These local representatives are knowledgeable of the working of the county EOC. However in an actual event, Guard Units from other areas of Florida may be sent to Escambia County with assigned missions. The mission leader will make contact with the appropriate agency responsible for the mission. Once the Guard is activated in Escambia County, they will supply a liaison to the county's EOC to ensure communication and coordination.
4. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Escambia Emergency Operations Center and in the field. These are in the form of the Comprehensive Emergency Management Plan (CEMP), corresponding Appendices, and Standard Operating Procedures, which describe ESF-13 responsibilities. Periodic training and exercises are also conducted to enhance effectiveness.

5. In a large event requiring, State, Federal or mutual aid assistance, ESF-13 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.
6. Throughout the response and recovery periods, ESF-13 will evaluate and analyze information regarding humanitarian, security request for response, develop and update assessments of the military support service situation and status in the impact area, and do contingency planning to meet anticipated demands or needs.
7. When an event is focused in scope to a specific type or response mode technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.



**Incident Command System Structure: ESF 13 – Military Support**

## **B. ORGANIZATION**

### **1. COUNTY**

- a. During an activation of the County Emergency Operations Center, Florida National Guard support agency staff is integrated with the support agency staff to provide support that will allow for an appropriate, coordinated and timely response.
- b. During an emergency or disaster event, the primary and support agencies of ESF-13 will respond to the Emergency Services Branch Director who reports to the Operations Section Chief under the overall direction of the Incident Commander.
- c. During the response phase, ESF-13 will evaluate and analyze information regarding military support service requests. Also, ESF-13 will develop and update assessments of the military support service status in the impact area and does contingency planning to meet anticipated demands and needs.
- d. Escambia County Division of Emergency Management will develop and maintain the overall ESF-13 Emergency Operations Plan and Standard Operating Procedures that govern response actions related to emergencies. However support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall Emergency Operations Plan. All such documents will be in compliance with the National Response Plan, The National Incident Management System, the Incident Command System and the County Comprehensive Emergency Management Plan.

## **C. ALERTS/NOTIFICATIONS**

1. Upon activation of the CEMP, the Division of Emergency Management will notify the point of contact for ESF-13 through multiple methods.
2. The Lead ESF 13 Coordinating Agency representative or designee will coordinate all activities of ESF-13.
3. Upon instructions to activate ESF-13, The Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

## **D. ACTIONS**

Actions carried out by ESF-13 are grouped into several phases of emergency management: preparedness, response, recovery and mitigation. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. ESF-13 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services. The following services may be provided:

- Assessment of Military Support Service needs and potential impacts.
- Military Support Service personnel.
- Military Support Service equipment and supplies.
- Humanitarian and Security support.
- Evacuation.

- Impact Assessment.
- Search and Rescue.
- Transportation of Supplies and Services.
- Provide and Operate Generators.
- Mass Feeding.
- Comfort Stations.
- Remove and Transport Debris.
- Water Purification.
- Base Camps for Emergency Workers.
- Aviation Operations.
- Law Enforcement and Security.
- Engineer Support.
- Civilian Acquired Skills.
- Communications.
- Clear Roads and Bridges.
- Emergency Medical Support.
- Emergency responder health and safety.
- Radiological/chemical/biological hazards.
- Mental health and crisis counseling for responders.
- Military Support Service Public Information and risk communication.
- Military Support Service Management, Command and control of assets.
- Military Support Service activities related to terrorist threats and/or events.
- Logistical Staging areas and Points of Distribution.
- Catastrophic incident and alternate Military Support Service facility support.

## **1. PREPAREDNESS ACTIONS**

- a. Actions and activities that develop military support service response capabilities may include planning, training, orientation sessions, and exercises for ESF-13 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with ESF-13. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- b. Military Support Service will jointly address planning issues on an ongoing basis to identify response zones, potential staging areas, potential critical facilities, and establish specialized teams.
- c. Coordinate planning with ESF-13 support agencies, Regional Domestic Security Task forces, and other emergency support functions to refine operational objectives.
- d. Develop and refine procedures to be used in the following field surveys: Rapid Impact Assessment (i.e., recon), and other response service activities.
- e. Coordinate the training and exercise of EOC and response team members.
- f. Prepare and maintain emergency operating procedures, resource inventories, personnel rosters and resource mobilization information necessary for implementation of the responsibilities of the lead agency. Ensure lead agency personnel are trained in their responsibilities and duties.
- g. Develop and implement emergency response and military support service strategies.
- h. Develop and present training courses for ESF-13 personnel, provide information on critical facilities to the County Emergency Management and develop protocols for frequently provided services.

- i. Maintain liaison with support agencies.
- j. Participate in all hazards exercises involving ESF-13.
- k. Coordinate vulnerability analysis at critical facilities and make recommendations to improve the physical security.
- l. Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately; this may include the development of a “go-kits” of basic supplies and equipment as appropriate.

- m. In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **2. RESPONSE ACTIONS**

- a. Coordinate operations at the ESF-13 office in the County Emergency Operations Center and/or at other locations as required.
- b. Establish and maintain a system to support on-scene direction and control and coordination with county EOC, Regional Domestic Security Task Force and State EOC.
- c. Resource Management and Logistical Support.
- d. Implementation of Impact Assessment Teams to determine post-storm impact to Emergency Services functional group resources and ability to perform Continuity of Operations of essential functions.
- e. Mutual Aid procedures to assist with supporting issues related to a terrorist event.
- f. Military Support Services to support RDSTF in the security mission of a terrorist attack.
- g. Preposition response resources when it is apparent that military support resources will be necessary. Relocate military support resources when it is

apparent that they are endangered by the likely impacts of the emergency situation.

- h. Monitor and direct military support resources and response activities.
- i. Participate in EOC briefings, Incident Action Plans, Situation Reports and meetings.
- j. Coordinate with support agencies, as needed, to support emergency activities.
- k. Military Support Services may assist with emergency response and security missions.
- l. Military Support Services may assist with humanitarian missions of threatened areas of the County.
- m. Obtain State resources through the Logistics Section; coordinate all resources into the affected areas from designated staging areas.
- n. Coordinate with other County ESFs to obtain resources and to facilitate an effective emergency response among all participating agencies.

### **3. RECOVERY ACTIONS**

- a. The Emergency Services Branch Chief, in consultation with the requesting jurisdiction, may obtain additional military support resources via the Logistics section.
- b. The Florida National Guard serves as the lead agency for military support services coordination and support and will designate a liaison to the EOC from the Florida National Guard Regional Office and/or the Regional Domestic Security Task Force (RDSTF). The liaisons have been trained to carry out ESF-13 responsibilities and will function as coordinators, assessors, and operational personnel in support of EOC or field activities.

### **4. MITIGATION ACTIONS**

- a. Provide personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters.

## **E. DIRECTION AND CONTROL**

- 1. ESF-13 complies with the National Response Framework, the National Incident Management System and uses the Incident Command System composed of Planning, Operations, Logistics and Finance/Administration Sections to manage its emergency/disaster responsibilities. The Florida National Guard serves as the focal point for ESF-13 activities. It is responsible for ensuring that all appropriate program departments, support agencies, other Emergency Support Functions and other private voluntary agencies have knowledge about the system and ESF-13 expectations, as well as coordinate and cooperate efficiently during an event.
- 2. The ESF-13 system operates in two arenas; 1) the County Emergency Operations Center; 2) Field locations.
- 3. During emergency activations, all management decisions regarding County or regional response are made at the County Emergency Operations Center by the ESF-13 commander.
- 4. A staffing directory and the ESF-13 Emergency Operations Plan, its accompanying Appendices and Standard Operating Procedures are maintained

by the Florida National Guard with status of the call lists updated at least monthly and all other documents at least annually.

5. All military support field personnel coordinate all activities with the ESF-13 desk in the County Emergency Operations Center.

## **F. RESPONSIBILITIES**

### **1. PRIMARY AGENCY – Division of Emergency Management**

- a. Provide leadership in directing, coordinating and integrating overall County efforts to provide Military Support Service assistance to affected areas and populations.
  - RIAT Recon Mission
  - Security Support to State and Local Law Enforcement
  - Humanitarian Support
- Provide liaison to the County EOC to provide information and status reports to and from the ESF 13 desk as to operational support being provided to the EOC.
- b. All requests for State or federal resources and support will go through the Logistics Section, but any pre-planning and pre-staging before State orders are processed will be accomplished utilizing the liaison as the ESF 13 desk.
- c. Coordinate all ESF support agency activities and information for EOC briefings and Incident Action plan development.

### **2. SUPPORT AGENCIES**

- a. Support agencies will provide assistance to the ESF 13 with services, staff, equipment, and supplies that compliment the entire emergency response effort to accomplish the missions at hand in support of County response and recovery needs.
- b. Escambia County Division of Emergency Management maintains copies of the Florida National Guard operations plans for military support to civil authorities.

## **G. FINANCIAL MANAGEMENT**

1. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event.
2. Disaster expenses will be summarized by all agencies and coordinated through their ESF's and provided to the Finance section for informational purposes only to document total disaster impacts to the community.

## **H. REFERENCES AND AUTHORITIES**

- State ESF-13



## **Emergency Support Function (ESF) 14 PUBLIC INFORMATION**

**Lead Coordinating Agency:** Escambia County Office of Public Information and Communications

**Support Agencies:** City of Pensacola Public Information Office  
Emerald Coast Utilities Authority Public Information Office  
Law Enforcement Public Information Officers  
Santa Rosa Island Authority Administration  
Town of Century Administration  
School District of Escambia County Public Information Office  
Escambia County Health Department Public Information Office  
Escambia County Citizens Information

### **I. Purpose**

The purpose of Emergency Support Function-14 (ESF-14) is to disseminate information on emergencies to the public through various media outlets.

The following assumption will guide the dissemination of public information in Escambia County:

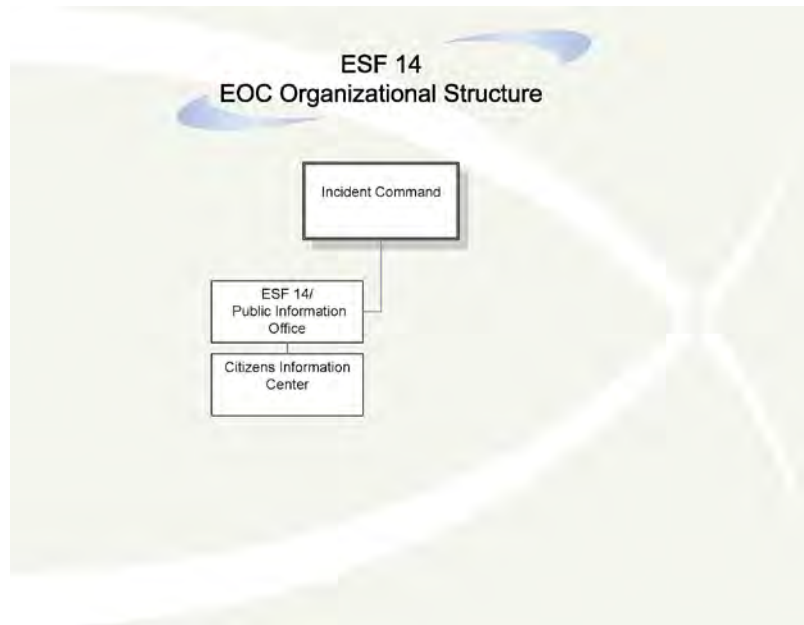
- Extensive destruction of media communications facilities and loss of electrical power may severely disrupt the normal flow and dispersal of information in the disaster area.
- After a disaster, information can be erroneous, vague, difficult to confirm and contradictory.

### **II. Concept of Operations**

#### **A. GENERAL**

1. Procedures, protocols and plans for disaster response activities are developed to govern staff operations at the Escambia Emergency Operations Center and in the field. These are in the form of Comprehensive Emergency Management Plan (CEMP), corresponding Appendices and Standard Operating Procedures, which describe ESF-14 responsibilities. Periodic training and exercises are also conducted to enhance effectiveness.
2. The Escambia County Office of Public Information and Communications (PIO) will act as the lead agency for ESF 14. Should the event require additional jurisdictional PIO participation, a Joint Information Center (JIC) will be established where all public information will be coordinated through the JIC to and from all the jurisdictions and agencies to enforce one consistent, clear message to the community is provided.
3. The Citizen's Information Center may be activated to assist ESF 14 in providing a consistent message to the community and will be managed and under the direction of the County PIO.
4. ESF 14 will manage all media access, interviews, and information to and from the

media as they operate from the EOC, which will include all types of media formats, locally, regionally, and national.



#### **Incident Command System Structure: ESF 14 – Public Information**

### **B. ORGANIZATION**

#### **1. COUNTY**

- a. The Public Information function will be a part of the Command Staff. The Public Information Officer is responsible for interfacing with the public and media and/or agencies with incident-related information requirements.
- b. During a disaster, the County EOC will act as the central coordinating facility for receiving and disseminating public information. Information flow to the EOC will occur directly from various sources and citizen public information phone calls. Information will flow from the EOC in the form of media briefings, news releases and situation reports.

### **C. ALERTS/NOTIFICATIONS**

1. Upon activation of the CEMP, the Public Safety Bureau will notify the point of contact for ESF-14 through multiple methods.
2. The Lead ESF 14 Coordinating Agency representative or designee will coordinate all activities of ESF-14.
3. Upon instructions to activate ESF-14, the Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

## D. ACTIONS

Actions carried out by ESF-14 are grouped into phases of emergency management: preparedness, response, recovery and mitigation. Each phase requires specific skills and knowledge, as well as significant cooperation and collaboration between all supporting agencies and the intended recipients of service.

### 1. PREPAREDNESS ACTIONS

- a. Actions and activities that develop Public Information capabilities may include planning, training, orientation sessions, and exercises for ESF-14 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with ESF-14. This involves the active participation of inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- b. Coordinate with local media and other local PIO offices on public information procedures, content of information, information dissemination strategies, and roles and responsibilities of the County PIO under the Incident Command System.
- c. Coordinate training of Public Information Officers in the role of the PIO under NIMS and the Incident Command System, including legal issues, risk communication, communication in emergencies, and the role of the Joint Information System.
- d. Continue to develop new methods for dispensing EOC messages to overcome communication barriers to include languages and physical impairments as appropriate.
- e. Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately, this may include the development of a "go-kits" of basic supplies and equipment as appropriate.

- f. In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for

sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **2. RESPONSE ACTIONS**

- a. Notify the media of disaster impacts, protective measures, and other topics that will facilitate and expedite response and recovery, and address public information needs.
- b. Assist the Public Safety Bureau in the coordination of the Citizens Information Center and providing updated information for public dissemination in managing telephone inquiries from the public.. Escambia County's 9-1-1 system is TTY compatible. The ATT Language Line handles inquiries from callers who do not speak English.
- c. Provide updates to the news media about disaster conditions and actions taken in response to those conditions.
- d. Regularly disseminate information from summary reports and briefings to the news media.
- e. Participate in EOC briefings, Incident Action Plans, Situation Reports and meetings.

## **3. RECOVERY ACTIONS**

- a. Coordinate closely with the Planning Section in assessing disaster recovery issues, priorities, problems, and other factors that need to be shared with the news media.
- b. Support establishment of a Joint Information Center, if required. Provide/coordinate staffing on a 24-hour basis as needed.
- c. Maintain records of all releases for documentation after the event.
- d. Coordinate with the planning section and appropriate ESF's in answering reporters' questions on disaster response and recovery issues.

## **4. MITIGATION ACTIONS**

- a. Continue to evaluate methods, techniques and tools to more efficiently and effectively get the "message" out to the community.

## **E. DIRECTION AND CONTROL**

1. ESF-14 is part of the executive branch of the ICS. The County PIO answers directly and coordinates with the IC. ESF 14 will establish the JIC as needed and appropriate and will coordinate all activities of the JIC.
2. The ESF-14 system operates in two arenas; 1) The County Emergency Operations Center; 2) field locations.

## **F. RESPONSIBILITIES**

## **1. LEAD COORDINATING AGENCY – ESCAMBIA COUNTY OFFICE OF PUBLIC INFORMATION AND COMMUNICATIONS**

Escambia County Public Information and Communications disseminates emergency information to the general public during disasters. The agency provides information to the news media in briefings, situation reports, news releases, or emergency alert announcements. The Office will:

- a. Disseminate information concerning specific disasters, their associated threats, and protective actions to the news media and general public. Media interviews, as well as scripted and recorded public service announcements, are part of this effort.
- b. Provide a central point allowing the news media and general public access to information concerning protective actions taken by the County. Media representatives visiting the Emergency Operations Center (EOC) during a disaster will be housed in the media center or other specified locations. Media access to the EOC itself will be limited and temporary.
- c. Establish a format for managing and staffing web sites and public information telephone lines before, during and after a disaster.
- d. Release public information concerning needed volunteer goods and services.
- e. Coordinate closely with support agencies in the preparation of consistent and accurate messages, and the dissemination of messages through briefings and news conferences and establish a JIC as appropriate.

## **2. SUPPORT AGENCIES**

- The support agencies will provide staff support to manage and operate the JIC as appropriate under the coordination of the Lead Coordinating Agency.
- The support agencies will work closely with all agencies and organizations under ESF 14 to develop reliable, consistent, and appropriate messages to the media, community, and CIC.
- All ESF support agencies will collaborate and coordinate resources as needed, required, and appropriate for a more efficient and effective operation to meet the needs of the community and media operations.

## **G. FINANCIAL MANAGEMENT**

1. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event.
2. All expenses will be reported to the Finance Section for reporting and documentation of the disaster only. This information will also be coordinated through the Planning Section for reporting purposes only.

## **H. REFERENCES AND AUTHORITIES**

- State ESF-14

## **Emergency Support Function (ESF) 15 Volunteers and Donations**

**Lead Coordinating Agencies:** United Way of Escambia County  
Be Ready Alliance Coordinating for Emergencies

**Support Agencies:** The Salvation Army  
American Red Cross of Northwest Florida

### **I. Purpose**

The purpose of Emergency Support Function-15 (ESF-15) is to coordinate the efficient and effective utilization of affiliated and unaffiliated volunteers and donated resources to meet the needs of the impacted area(s) of Escambia County following a disaster or other incident of significance. Responsibility for specific functions within ESF-15 will be delineated between United Way of Escambia County (UWEC) and Be Ready Alliance Coordinating for Emergencies (BRACE), which serves as the Community Organizations Active in Disaster (COAD) for Escambia County, based on the policies that follow.

The following **policies** apply:

- All unaffiliated and affiliated volunteer activity referred through the EOC will be coordinated by ESF-15. Unaffiliated volunteers will be referred to UWEC for follow up, placement, and coordination. Recognized affiliated volunteer groups will be referred to BRACE for follow up, placement, and coordination.
- All unsolicited offers of donations will be routed to and/or coordinated by ESF-15. Monetary donations will be referred to UWEC and donations of non-monetary goods will be referred to BRACE.
- All requests for goods or services that can be provided through volunteers or donations will be coordinated by ESF-15. UWEC and BRACE will coordinate requests for volunteers, with the intent being to place unaffiliated volunteers with volunteer organizations that are capable of training and using volunteers in their capacity of providing immediate emergency relief.
- Affiliated volunteers or groups of volunteers will be coordinated by BRACE with the intent of assigning them to organizations that can best utilize their skills both in immediate disaster relief but also to assist BRACE in their role during the long term recovery phase of matching volunteer groups with organizations providing case management to individuals adversely impacted by disaster.

The following assumptions will guide the implementation of ESF-15 in Escambia County:

- A significant natural or man-made catastrophic event will produce an overwhelming public response both locally and from outside of Escambia County.
- Type and location of damage sustained during the event will influence the amount and type of assistance required.
- Effective coordination of disaster response requests will be difficult during the immediate post-event time period due to damage or destruction of communication networks.
- Damage or destruction of transportation networks will slow response and delay arrival of volunteer and donations resources.

- It is impossible to have advance knowledge of the arrival of all donations.
- Numerous unaffiliated volunteers will arrive without prior coordination.
- An accurate inventory management system is essential to the effective and timely distribution of donated resources.

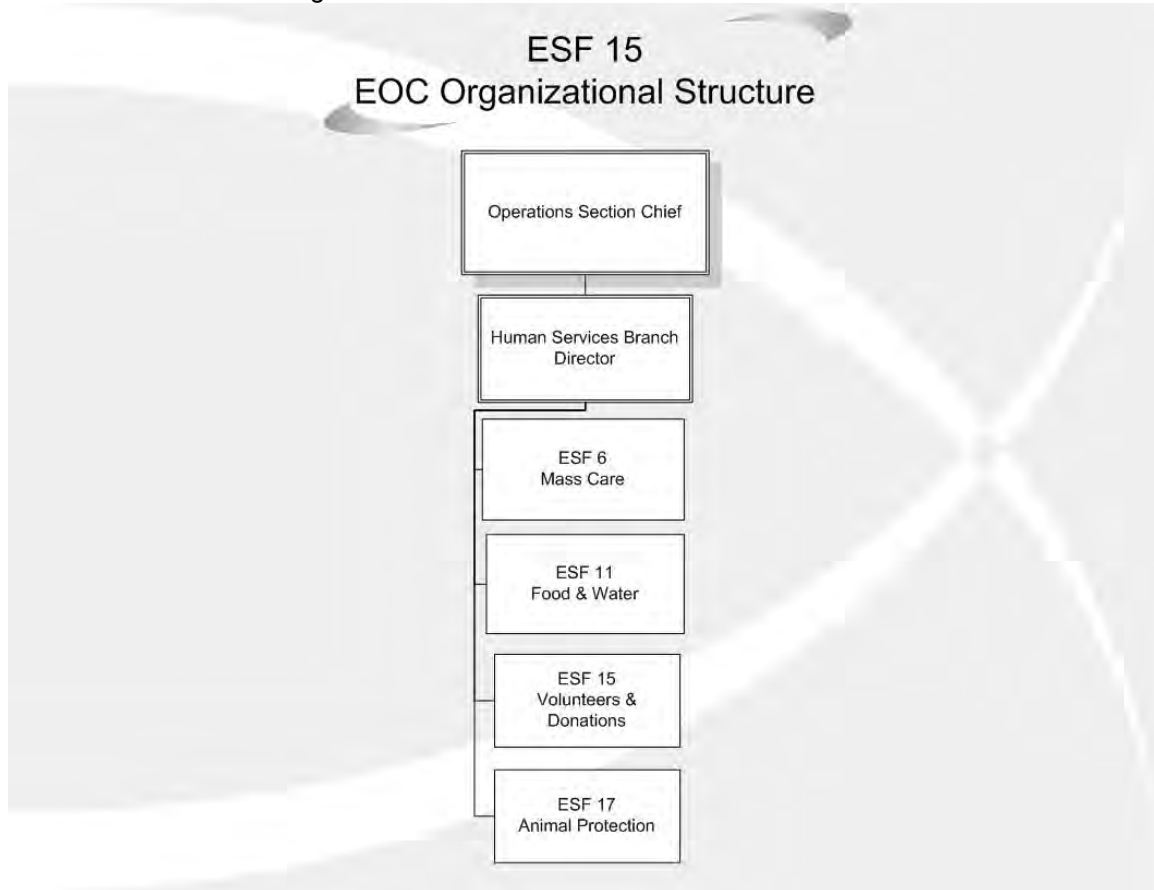
## II. Concept of Operations

### A. GENERAL

1. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Escambia Emergency Operations Center and in the field. These are in the form of the Comprehensive Emergency Management Plan (CEMP), and corresponding Appendices and Standard Operating Guidelines, which describe ESF-15 responsibilities. Periodic training and exercises are also conducted to enhance effectiveness.
2. In a large event requiring local or State mutual aid assistance, ESF-15 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.
3. Throughout the response and recovery periods, ESF-15 will evaluate and analyze information regarding the availability of volunteers and donated goods and services.
4. ESF 15 representatives will fill liaison roles at the EOC to assist in coordination of all activities under ESF 15. UWEC will be responsible for the primary liaison role at the EOC and will maintain communication with BRACE to ensure coordination of efforts and effective delineation of responsibility within the various functions of ESF 15. BRACE will be responsible for the secondary liaison role at the EOC and will maintain communication with United Way to ensure coordination of efforts in an unduplicated manner. Staffing of the liaison positions will be based on activation level assessed by County staff. In the event of full activation, UWEC will staff liaison position on 24 hour basis until at least 72 hours after emergency is initiated (ie; landfall in the event of hurricane). After 72 hours, UWEC will consult with County planning department to determine whether a 12-hour staffing pattern is acceptable, with the intent being to staff the liaison role on a daylight basis, while still being responsible to maintain and update staffing plans and Agency situation reports for ESF 15 on a daily basis.
5. After consultation with State ESF 15 and local emergency management staff, ESF 15 may establish a Donations and Volunteers Hotline, if it is decided that a local hotline is preferable to the State Hotline and Donations Portal that in most cases will be active in event of disaster.
6. After consultation with State ESF 15 and local emergency management staff, warehouse space may utilized by ESF-15 to receive, sort, inventory and redistribute donated goods to agencies and churches.
7. After consultation with State ESF 15 and local emergency management staff, ESF 15 may establish volunteer reception centers (VRC) to manage unaffiliated volunteers. BRACE will assess the need to establish a volunteer team assignment centers (VTAC) for affiliated volunteers in consultation with United Way, ESF 15 at the Florida EOC, Florida Voluntary Organizations Active in Disaster (FLVOAD) and the National Voluntary Organizations Active in Disaster

(NVOAD). VRCs and VTACs will be co-located whenever possible to facilitate coordination and aid in the assignment of unaffiliated volunteers to affiliated volunteer teams.

8. Prioritization of needs will be established following survey of health and human services agencies.



### **Incident Command System Structure: ESF 15 – Volunteers and Donations**

#### **B. ORGANIZATION**

##### **1. COUNTY**

- a. During an activation of the County Emergency Operations Center, UWEC and BRACE staff will coordinate efforts to provide support that will allow for an appropriate, coordinated and timely response. UWEC will take primary responsibility for staffing an EOC liaison position at the EOC and will coordinate with the State ESF 15 and County planning department during the preparation phase. BRACE will staff the secondary EOC liaison position at the EOC and will coordinate with United Way, FLVOAD and NVOAD.
- b. During an emergency or disaster event, the ESF 15 leads, UWEC and BRACE, will coordinate the available resources with the Human Services Branch Chief. UWEC will be responsible for managing unaffiliated volunteers and monetary donations. BRACE will be responsible for managing affiliated volunteer groups and donations of non-monetary goods.



- c. During the response phase, ESF-15 leads, UWEC and BRACE, will evaluate and analyze information regarding volunteer and donation resource requests, with UWEC focusing on requests that can best be met by unaffiliated volunteers and monetary donations, and BRACE focusing on requests that can best be met by affiliated volunteers or donated goods. Requests for assistance by individuals who are identified as homebound (ie: incapable of leaving their home due to disability) will be referred to BRACE for follow up. Also, ESF-15 leads will coordinate with County planning department, Human Services Branch Chief, and State ESF 15 to develop and update assessments of the requirements for volunteers and donations in the impacted area and undertake contingency planning to meet anticipated demands and requirements.
- d. The ESF 15 Annex to the Comprehensive Emergency Management Plan, accompanying Appendices and Standard Operating Guidelines that govern response actions related to emergencies in Escambia County will be maintained by ESF 15 leads, UWEC and BRACE. However support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall CEMP. All such documents will be in compliance with the National Response Framework, the National Incident Management System, the Incident Command System and the County Comprehensive Emergency Management Plan.
- e. In the recovery phase, BRACE will coordinate social and support services, with the cooperation and collaboration of its partners through its Recovery – Individual Assistance Committee (formerly Long Term Recovery Committee) by utilizing local, donated, and purchased resource from its partners and the community to meet individual unmet needs and coordinate social service casework where appropriate. BRACE will facilitate access to the Coordinated Assistance Network (CAN) to minimize duplication of effort and assistance while streamlining assistance to survivors.
- f. Staffing of ESF 15 positions will be accomplished through using resources of UWEC and BRACE along with personnel from ESF 15 support agencies and trained and screened volunteers.
- g. Individual organizations supporting ESF 15 will maintain contact with the ESF 15 EOC liaison to advise of status and response capabilities.

### **C. ALERTS/NOTIFICATIONS**

1. Upon activation of the CEMP, the Public Safety Bureau will notify the point of contact(s) for ESF-15 through multiple methods.
2. The Co-lead ESF 15 Coordinating Agency representatives or designees will coordinate all activities of ESF-15.
3. Upon instructions to activate ESF-15, The Co-lead Coordinating Agencies will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

### **D. ACTIONS**

Actions carried out by ESF-15 are grouped into phases. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service.

ESF-15 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services.

## 1. PREPAREDNESS ACTIONS

- a. Actions and activities that develop Volunteers and Donations response capabilities may include planning, training, orientation sessions, and exercises for ESF-15 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with ESF-15. This involves the active participation on inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- b. Local and State Volunteers and Donations will jointly address planning issues on an on-going basis to identify response zones, potential staging areas and specific requirements.
- c. Conduct planning with ESF-15 support agencies, Regional Domestic Security Task forces, and other emergency support functions to refine Volunteers and Donations operations.
- d. Coordinate and / or participate in training and exercise for EOC and Volunteers and Donation Team members.
- e. Prepare and maintain Standard Operating Guidelines, resource inventories, personnel rosters and resource mobilization information necessary for implementation of the responsibilities of the Co-lead agencies. Ensure Co-lead agency personnel are trained in their responsibilities and duties.
- f. Establish and maintain a system to support on-scene direction and control and coordination with county EOC, regional task force and state EOC.
- g. Pre-position response resources when it is apparent that volunteer and donations resources will be necessary. Relocate ESF 15 resources when it is apparent that they are endangered by the likely impacts of the emergency situation.
- h. Participate in all hazards exercises involving ESF-15.
- i. Coordinate with JIC/ESF 14 to disseminate timely and specific messages to the public regarding guidelines for donors and potential volunteers.
- j. Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless

community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately, this may include the development of a “go-kits” of basic supplies and equipment as appropriate.

- k. In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **2. RESPONSE ACTIONS**

- a. Coordinate operations at the ESF-15 office in the County Emergency Operations Center and/or at other locations as required.
- b. Monitor and coordinate ESF 15 resources and response activities.
- c. Participate in EOC briefings, Incident Action Plans, Situation Reports and meetings.
- d. Coordinate with other ESFs and serve as an informational group on the availability and coordination of resources from volunteers and donations.
- e. Catalog and update local unmet needs and communicating those needs to volunteer and donations primary support staff.
- f. Coordinate with ESF 15 agencies to identify staging areas for donations.
- g. Coordinate with EFS 15 agencies in identifying Volunteer Reception Centers, which will be patterned after the Volunteer Florida publication Unaffiliated Volunteers in Response and Recovery.
- h. Coordinate with ESF 15 agencies in identifying Volunteer Team Assignment Centers that will be co-located with Volunteer Reception Centers when possible.

## **3. RECOVERY ACTIONS**

- a. Recovery operations of ESF-15 will be a continuation of activity begun during the Response Phase and may continue beyond EOC activation period.
- b. Case management for individual needs and the efforts to meet those unmet needs will be coordinated by BRACE.
- c. Recovery will naturally transition to demobilization based on indicators including, but not limited to: immediate needs being met, donor fatigue becomes apparent. Demobilization activities delineated in Donations Management SOG's.

## **4. MITIGATION ACTIONS**

- a. ESF-15 will work with Escambia County Department of Public Safety to assist in the promotion of the benefits of individual, neighborhood and community preparedness.

- b. BRACE will maintain membership in the Local Mitigation Strategy (LMS) and will advocate membership by its Partner organizations.

## **E. DIRECTION AND CONTROL**

1. The ESF-15 system operates in two arenas; 1) The county Emergency Operations Center; 2) field locations.
2. During emergency activations, all decisions will be coordinated through ESF in an effort to meet the community needs in coordination with and as directed by the incident commander.
3. A staffing directory and the ESF-15 Emergency Operations Plan, its accompanying Appendices, Annexes and Standard Operating guidelines are maintained by the United Way of Escambia County with status of the call lists updated at least monthly and all other documents at least annually.

## **F. RESPONSIBILITIES**

### **1. CO-LEAD PRIMARY AGENCY – UNITED WAY OF ESCAMBIA**

Activate the ESF-15 liaison for duty at the EOC.

- Notify all support agencies for assessment, activation and mobilization purposes.
- Coordinate with State ESF 15 to determine available resources and needs.
- Organize and provide lead staff and resources to support the specific functions of managing unaffiliated volunteers and monetary donations. This may include the establishment of a Volunteer Reception Center in the field, after consultation with County Human Services Branch Chief, County planning department, and State ESF 15.

### **2. CO-LEAD AGENCY – BRACE**

Activate the ESF-15 liaison for duty at the EOC.

- Notify all BRACE affiliated support agencies and organizations for assessment, activation and mobilization purposes.
- Organize and provide lead staff and resources to support the specific functions of managing affiliated volunteer groups and donations of goods. This may include the establishment of a Donations Management Warehouse in the field, and/or a Volunteer Team Assignment Center after consultation with County Human Services Branch Chief, County planning department, and State ESF 15.

### **3. SUPPORT AGENCIES**

(NOTE: Each Support Agency should review its own roles and responsibilities and revise in conjunction with UWEC and/or BRACE.

- a. Provide personnel and resources to staff operations supportive of ESF-15 purpose.
- b. Notify and mobilize personnel as directed by ESF-15 representative.
- c. Maintain regular communication with ESF-15 representative at the EOC.

- d. Maintain records of personnel, funds and time expended in support of directed operations.
- e. Coordinate and cooperate with the Co-lead Agency the receipt and disbursement of all donated goods and services to agencies and individuals in need.
- f. Coordinate and contribute resources to efficiently and effectively meet the mission goals and community unmet needs.

#### **G. FINANCIAL MANAGEMENT**

1. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event
2. Expenses will be tracked, summarized, and coordinated through ESF 15 an information provided to the Finance and Planning Section for the general tracking and reporting of disaster expenses only.

#### **H. REFERENCES AND AUTHORITIES**

- State ESF-15 Annex.
- BRACE Standard Operating Guidelines

## **Emergency Support Function (ESF) 16 Law Enforcement**

<b>Primary Agency:</b>	Escambia County Sheriff's Office
<b>Support Agencies:</b>	City of Pensacola Police Department Escambia County Clerk of Circuit Court Administration Escambia County Environmental Enforcement Division Florida Department of Environmental Protection, Division of Law Enforcement Florida Department of Highway Safety and Motor Vehicles- Division of Highway Patrol Florida Department of Juvenile Justice Florida Department of Law Enforcement Florida Department of Transportation - Division of Motor Carrier Compliance Florida Division of State Fire Marshall Florida Fish and Wildlife Conservation Commission- Division of Law Enforcement Pensacola State College Police Department University of West Florida Police Department

### **I. Purpose**

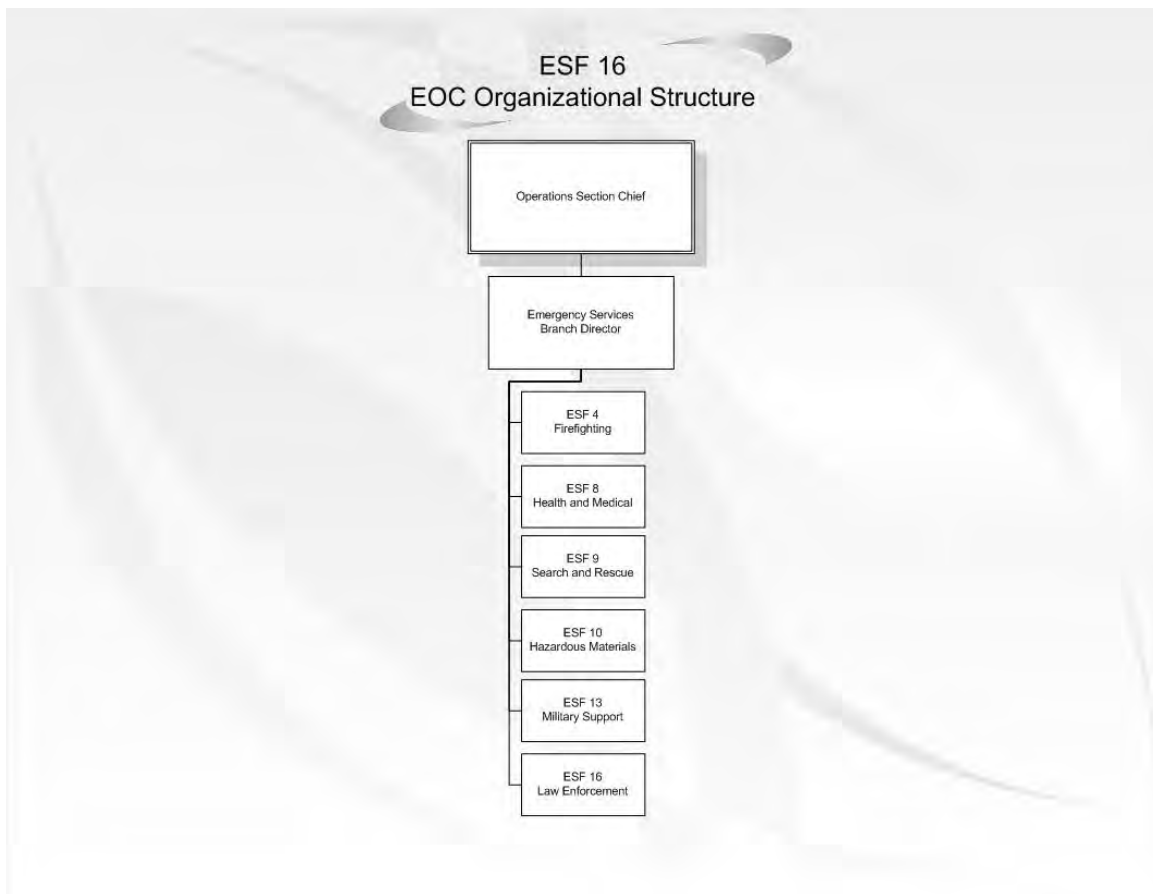
The purpose of Emergency Support Function-16 (ESF-16) is to provide law enforcement coordination and support services in support of emergency events in Escambia County. ESF-16 can provide personnel and resources to support preparedness, response, recovery and mitigation in support of the primary emergency management objectives. ESF-16 resources are used when individual agencies are overwhelmed and County Emergency Response Team requests additional law enforcement assistance.

### **II. Concept of Operations**

#### **A. GENERAL**

1. ESF-16 is organized consistent with the State Emergency Operations Center and the requirements of the National Response Framework, the National Incident Management System, and the Incident Command System in order to provide incident assessment, planning, procurement, deployment, coordination and support operations to Escambia County Area Operations and State Emergency Response Team to assure a timely and appropriate response to an emergency or situation.
2. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Escambia Emergency Operations Center and in the field. These are in the form of the Comprehensive Emergency Management Plan (CEMP), and corresponding Appendices, Incident Annexes, Support Annexes and Standard Operating Procedures, which describe ESF-16 capabilities. Periodic training and exercises are also conducted to enhance effectiveness.

3. In a large event requiring local or State mutual aid assistance or Federal assistance, ESF-16 will coordinate with support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.
4. Throughout the response and recovery periods, ESF-16 will evaluate and analyze information regarding law enforcement support requests, and develop and update assessments of the law enforcement resource status in the impact area, and conduct contingency planning to meet anticipated demands or needs.
5. When an event is focused in scope to a specific type or response mode technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency with skills pertinent to the type of event, who will advise and/or direct operations within the context of the Incident Command System structure.



**Incident Command System Structure: ESF 16 – Law Enforcement**

## **B. ORGANIZATION**

### **1. COUNTY**

- a. During an activation of the County Emergency Operations Center, all support agency staff are integrated with the Escambia County Sheriff's Office staff to provide support that will allow for an appropriate, coordinated and timely response to the field Incident Commander.
- b. During an emergency or disaster event, the Emergency Operations Center ESF-16 lead will coordinate the support resources from the support agencies with the Emergency Services Branch Chief.
- c. During the response phase, ESF-16 will evaluate, coordinate, and fulfill all valid requests for law enforcement resources. Also, ESF-16 will complete and update assessments and contingency plans for the law enforcement support services deployed or anticipated in the incident area.
- d. ESF-16 will coordinate and maintain all Comprehensive Emergency Management Plans, accompanying Appendices, and Standard Operating Procedures that govern response actions related to emergencies within the ESF 16 realm. Support agencies may develop and maintain supporting documents for agency use, which must be compatible with the overall CEMP. All such documents will be in compliance with the National Response Framework, The National Incident Management System, the Incident Command System and the County Comprehensive Emergency Management Plan.

## **C. ALERTS/NOTIFICATIONS**

1. Upon activation of the CEMP, the Public Safety Bureau will notify the point of contact for ESF-16 through multiple methods.
2. The Lead ESF 16 Coordinating Agency representative or designee will coordinate all activities of ESF-16.
3. Upon instructions to activate ESF-16, The Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

## **D. ACTIONS**

Actions carried out by ESF-16 are grouped into the four response phases identified below. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. ESF-16 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services. The following services may be provided but are not limited to:

- Scene security, intelligence, investigations or other special law enforcement services.
- Law Enforcement personnel.
- Law Enforcement Specialty Teams (SWAT, HDT, Forensics, Perimeter Security, Waterborne Response Teams.)



- Law Enforcement equipment and supplies.
- Evacuation and Re-entry support.
- Post event security and escort services.
- Law Enforcement Management - Command and control of assets.
- Law Enforcement activities related to terrorist threats and/or events.
- Catastrophic incident and alternate law enforcement service facility support.

## 1. PREPAREDNESS ACTIONS

- a. Actions and activities that develop law enforcement response capabilities may include planning, training, orientation sessions, and exercises for ESF-16 personnel (i.e., County, State, Regional, and Federal) and other emergency support functions that will respond with ESF-16. This involves the active participation of inter-agency preparedness organizations, which collaborate in such activities on a regular basis.
- b. Local and State law enforcement will coordinate planning issues.
- c. Coordinate planning with ESF-16 support agencies, Regional Domestic Security Task Forces, and other emergency support functions to refine law enforcement coordination and support operations.
- d. Develop and refine procedures to be used in response operations.
- e. Coordinate/ participate in training and exercises for EOC and response team members.
- f. Prepare and maintain emergency operating procedures, resource inventories, personnel rosters and resource mobilization information necessary for implementation of the responsibilities of ESF16.
- g. Develop and implement emergency response and law enforcement security and/or investigations services.
- h. Maintain liaison with support agencies.
- i. Conduct vulnerability analysis at critical facilities and make recommendations to improve the physical security.
- j. Participate in all hazards exercises involving ESF-16.
- k. Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database

management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately; this may include the development of a “go-kits” of basic supplies and equipment as appropriate.

- I. In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **2. RESPONSE ACTIONS**

- a. Coordinate operations of ESF-16 in the County Emergency Operations Center and/or at other locations as required.
- b. Establish and maintain a system to support on-scene direction, control and coordination with the local Incident Commander, the county EOC, Regional Domestic Security Task Force, and the State EOC, or other coordination entities as appropriate.
- c. Establish Mutual Aid and liaison procedures for the following resources; Urban and Light Search and Rescue, Physical Security, Traffic Control, Escort Services, Patrol, Intelligence and Investigations support, Interoperable Communications and other resources, as required.
- d. Resource Management and Logistical Support.
- e. Intelligence and Investigations support in the investigation of a suspected terrorist attack.
- f. Pre-position response resources when it is apparent that law enforcement resources will be necessary and be prepared to relocate resources to a safe area if they are endangered by the impact of the emergency situation.
- g. Monitor and direct law enforcement resources and response activities.
- h. Participate in EOC briefings, develop Incident Action Plans, Situation Reports and attend meetings.
- i. Coordinate with support agencies, as needed, to support emergency response activities.
- j. Obtain State resources through the Logistics Section coordinate all resources into the affected areas from designated staging areas.
- k. Coordinate with other county ESFs to obtain resources and facilitate effective emergency response among all participating agencies and jurisdictions.
- l. Support security mission for public shelters as needed and tasked.
- m. Support security mission for Points of Distribution/Dispersion as needed and tasked.
- n. Support security mission for County Staging Area as needed and tasked.
- o. Support resource escort mission in and around County as needed and tasked.

- p. Support law enforcement and security needs for the community in the aftermath of a disaster event as needed and required.
- q. Support security mission for search and rescue operations as needed and required.
- r. Support evacuation, re-entry, and traffic control mission as needed and required.
- s. Enforce evacuation orders as needed and required.
- t. Enforce and manage curfew mission as needed and required.
- u. Coordinate with other local ESF's and agencies for support resources in the effort to meet resource needs in completing mission assignments and tasks.
- v. Once local resources have been expended, coordinate with the Logistics Section to identify additional resources to meet the mission needs.
- w. Coordinate all activities and resources with all agencies of ESF 16 to efficiently and effectively utilize resources available.
- x. All actions, resource requests, etc. should be coordinated in the best interests of all ESF 16 agencies.

### **3. RECOVERY ACTIONS**

- a. Continue to coordinate with all ESF 16 agencies and provide support as required to all operations as appropriate, until response activities are concluded or until they can be managed and staffed by the primary incident agency or jurisdictions.

### **4. MITIGATION ACTIONS**

ESF 16 will work to mitigate organizational infrastructure through lessons learned from disaster event impacts and to improve operational readiness through after action reviews and reports noting areas for improvement both at the agency level and through ESF 16 and their operational cooperation.

## **E. DIRECTION AND CONTROL**

1. ESF-16 system operates in two arenas; the County Emergency Operations Center; 2) field locations.
2. ESF 16 will operate under the ICS structure as identified in the EOC and the Lead Coordinating Agency will coordinate all activities and agencies under ESF 16 in meeting mission goals and tasks efficiently and effectively.
3. ESF 16 will operate in coordination with the IC through the event as appropriate and required.
4. ESF 16 will coordinate resources of lead and support agencies in meeting mission requests and requirements.

5. ESF 16 will coordinate the development and implementation of any required or needed operational plans and procedures to enhance the ESF 16 operations in collaboration with the support agencies.
6. ESF 16 will coordinate all operational information and status report through ESF 16 to the Operations Section Chief and will provide information available for reporting purposes and Incident Action Plan development to the Planning Section.
7. ESF 16 is comprised of many different law enforcement agencies, but will coordinate to act in unison in the best interests of the community and all the agencies involved.

## **F. RESPONSIBILITIES**

### **1. PRIMARY AGENCY – ESCAMBIA COUNTY SHERIFF'S DEPARTMENT**

- a. Provide leadership in coordinating and integrating overall County efforts to provide law enforcement assistance to affected areas, populations, and operations.
- b. Coordinate the activation and 24-hour staffing of ESF 16 as needed or required.
- c. Coordinate all activity, response, recovery, resource requests, resource deployment, resource management, and other law enforcement activity within ESF 16.
- d. Coordinate all resource requests to and from ESF 16 locally and through the logistics section as necessary.
- e. Will coordinate ESF-16 efforts in continuing to re-assess priorities and strategies, throughout the emergency, according to the most critical law enforcement needs.
- f. ESF-16 will demobilize resources and deactivate the ESF-16 station upon direction from the IC.
- g. Will coordinate all status reports and information from ESF 16 to the PIO, Planning Section, and Operations section Chief as needed, requested, or required for input into the EOC briefings and the development of the Incident Action plan and PIO press releases.
- h. Will provide staffing and resource support to ESF 17 as available and appropriate.

### **2. SUPPORT AGENCIES**

- a. Support agencies will provide and coordinate assistance to the Emergency Support Function with services, staff, equipment, and supplies that compliment the entire emergency response effort.
- b. Support agencies will coordinate all operational activity through ESF 16 to minimize duplication of effort and maximize the efficiency of resources.
- c. Support agencies will operate efficiently and effectively in the best interest of all agencies supporting disaster operations and may work outside their

normal operations and jurisdictions in the effort to accomplish mission assignments as appropriate and required.

- d. Support agencies will coordinate all status report information and press release information through ESF 16 to the PIO, IC, and Planning Section for the development of press releases and the Incident Action Plan.
- e. The Florida Department of Law Enforcement, a state agency, is responsible for maintaining liaison with ESF-16 and providing support as requested. The agencies state responsibility is for the overall command and coordination of State ESF-16, and the deployment of State law enforcement assets to support affected local agencies.
- f. The Department of Highway Safety and Motor Vehicles, Division of Florida Highway Patrol, a state agency, is responsible for maintaining liaison with ESF-16 and providing support as requested. The agencies state responsibility is for assisting FDLE in the coordination of Regional and Highway Evacuation Lane Plan (HELP), evacuations, traffic control, road status closure information, high visibility patrol, and escorts. Furthermore, provide assistance in fixed post and other assignments as
- g. The Florida Fish and Wildlife Conservation Commission, Division of Law Enforcement, a state agency, is responsible for maintaining liaison with ESF16 and providing support as requested. The agencies state responsibility is for conducting waterborne security evacuations, search and rescue, waterborne law enforcement, and patrol of rural natural areas, assist FDLE with communications issues and assist in mission requiring four-wheel drive, all terrain vehicles, vessels or aircraft. Further, provide assistance in fixed post and other assignments as required.
- h. The Department of Transportation, Division of Motor Carrier Compliance, a state agency, is responsible for maintaining liaison with ESF-16 and providing support as requested. The agencies state responsibility is for assisting FDLE in coordinating size, weight and registration requirements as they pertaining to the movement of relief supplies and recovery equipment, including lowering size and weight restrictions and establishing fixed post assignments associated with Florida's transportation infrastructure, provide assistance as required.
- i. The Department of Juvenile Justice, a state agency, is responsible for maintaining liaison with ESF-16 and providing support as requested. The agencies state responsibility is for assisting FDLE in coordinating activities and services, which may include but are not limited to; transporting of victims and/or supplies to disaster relief sites, providing temporary housing, preparing supplies for dissemination to disaster relief sites, assisting with the relocation of displaced citizens, assisting with food support services, providing limited, temporary manpower for restoration and cleanup, providing clerical/administrative support for command/communications centers.
- j. The DEP, Division of Law Enforcement's mission is to "protect the people, the environment, the cultural and natural resources, through enforcement, education and public service". The Law Enforcement Program is responsible for statewide environmental resource law enforcement and providing basic law enforcement services to the state parks, Greenways and trails.
- k. City of Pensacola Police Department will maintain law enforcement activities and responsibilities within the City of Pensacola. They will request additional assistance through ESF 16, and provide support to other agencies as required and/or allowed by law.

- l. Escambia County Clerk of Circuit Court Administration will support the civil violation processing in support of local law enforcement activities.
- m. Florida Department of Environmental Protection, Division of Law Enforcement will continue to respond to environmental pollution threats caused by the impact of the incident to include, but not limited to petroleum spills, chemical plant explosions, coastal oil spills, and any other hazardous material that may impact the environment. They will also support local law enforcement efforts as allowed by law and as resources are available.
- n. Florida Department of Highway Safety and Motor Vehicles- Division of Highway Patrol will continue to provide State Highway traffic control services, vehicular crash response services, and support ESF 17 efforts with staffing and resource support as available.
- o. Florida Department of Juvenile Justice will continue to provide for their daily operational functions and support ESF 17 efforts with staffing and resource support as available.
- p. Florida Department of Law Enforcement will continue its daily operational responsibilities as the States Law Enforcement Agency and support ESF 16 with staff and resources as available.
- q. Florida Department of Transportation - Division of Motor Carrier Compliance will continue its effort to monitor and enforce highway motor carrier compliance of all truck transport traffic. In the aftermath of a disaster event, debris, supply, and equipment haulers peak in volume on the local roadways, and it remains important that the roadways remain safe for travel not only through safe operations, but also through weight limit control to minimize roadway damages. DOT/DMCC will also support ESF 16 with staffing and resource support as available.
- r. Florida Fish and Wildlife Conservation Commission- Division of Law Enforcement will continue to protect local and State natural resources and boating safety. FWC will also support ESF 16 with staffing and resource support as available.
- s. Florida Division of State Fire Marshall will continue to provide support to ESF 4 with fire investigate support services, as well as, provide ESF 16 support with staffing and resources in a law enforcement capacity as available and appropriate.
- t. Pensacola State College Police Department will continue to provide the campus law enforcement services and support ESF 17 with staffing and resources as available.
- u. University of West Florida Police Department will continue to provide the campus law enforcement services and support ESF 17 with staffing and resources as available.

## **G. FINANCIAL MANAGEMENT**

1. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event.
2. Overall disaster expenditures will be summarized, coordinated, and reported through ESF 16 to the Finance Section for maintenance and summarization of overall disaster expenses for reporting and documentation purposes.

## **H. REFERENCES AND AUTHORITIES**

- State ESF-16
- Florida Statute
- Florida Administrative Code

## **Emergency Support Function (ESF) 17 Animal Protection**

**Lead Coordinating Agency:** Escambia County Animal Services Division

**Support Agencies:** Escambia County Environmental Enforcement Division  
Escambia County Code Enforcement Division, Animal Control  
Escambia County Extension  
Escambia County Mosquito Control Division  
Escambia County Parks Programs Division  
Escambia County Sheriff's Office - Livestock Officer  
Humane Society of Pensacola  
Local Veterinarians  
Wildlife Sanctuary of Northwest Florida

### **I. Purpose**

The purpose of Emergency Support Function-17 (ESF-17) is to provide for the coordination of local resources in response to small pet, livestock, and exotic animal care needs before, during, and following a significant disaster incident. Animal issues are often overlooked in the planning process for disasters. This lack of planning, caused by the belief that animals can fend for themselves, leads to serious problems when these animals are forced from their habitats due to injury or hunger. By developing operational procedures to care for these animals prior to such an event, this Emergency Support Function will help reduce animal-related problems in emergencies.

ESF-17 will provide overall management, coordination and prioritization of countywide Animal Control services and assets to support pet and livestock animal needs in the event of a major emergency or disaster.

ESF-17 readiness planning is guided by the following assumptions:

- Human lives may be lost due to the refusal of owners to evacuate without their pets or livestock. Public education by the County and animal-related organizations is needed to make the people aware of pet sheltering facilities available, and the need to plan in advance. The County's website on pet sheltering is located here: <http://bereadyescambia.com/molinopetshelter.php>
- The large number of homeless/injured pets, livestock, and exotic animals, would be a health and nuisance/bite threat, which would necessitate a response to address the capture and subsequent sheltering of these animals.
- Triage and treatment of sick and injured animals to include euthanasia, if necessary, would have to be coordinated by veterinarians at designated shelters and private offices for small pets, and in the field for larger livestock.
- Importing of commercial pet/livestock food for the feeding of animals would need to be coordinated with the State ESF 17. Food drops for wild animals would be organized by various wild-animal-related groups and state agencies.
- The accumulation of animal carcasses throughout the County must be removed to an approved solid waste dumping sites and/or burnt or buried on site.
- Sheltered animals will need to be re-united with their owners after the

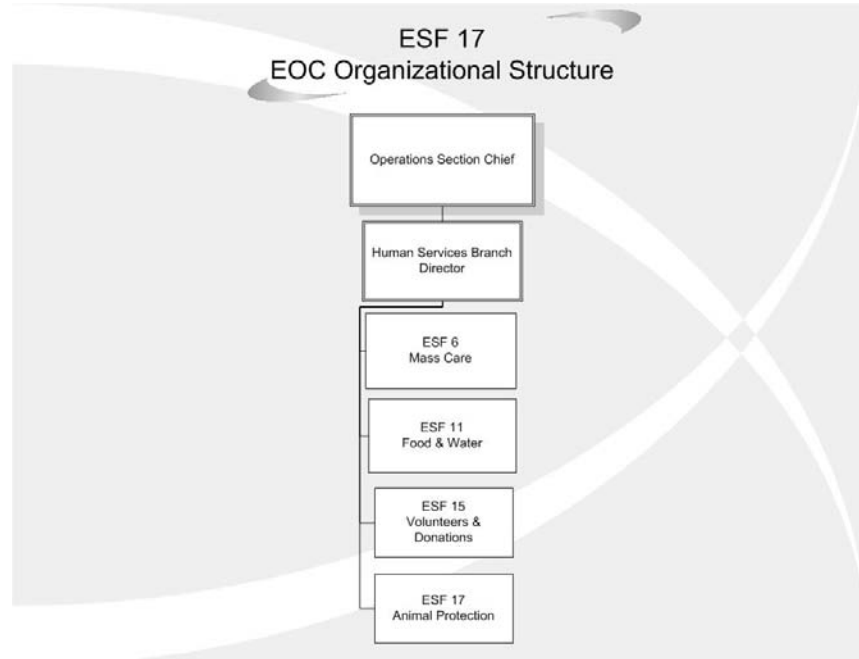


disaster.

## II. Concept of Operations

### A. GENERAL

1. Procedures protocols and plans for disaster response activities are developed to govern staff operations at the Escambia Emergency Operations Center and in the field. These are in the form of the Comprehensive Emergency Management Plan (CEMP), corresponding Appendices, and Standard Operating Procedures, which describe ESF-17 responsibilities. Periodic training and exercises are also conducted to enhance effectiveness.
2. In a large event requiring local or State mutual aid assistance, ESF-17 will work with its support agency counterparts to seek and procure, plan, coordinate and direct the use of any required assets.
3. Throughout the response and recovery periods, ESF-17 will evaluate and analyze information regarding the availability of animal care and control services.
4. Requests for Animal Control assistance will be channeled through the Animal Services and Control dispatch as much as feasible, with calls taken by Rescue dispatcher at other times. At the time of activation of the EOC, ESF-17 will be staffed on a 24-hour schedule to interface and communicate with other agencies and prioritize assistance requests. The Division Manger of Animal Services, or a designee, will be deployed to the EOC to coordinate actions with other agencies represented in the EOC, to include EOC staffing.



**Incident Command System Structure: ESF 17 – Animal Protection**

## **B. ORGANIZATION**

### **1. COUNTY**

- a. ESF 17 will operate under the ICS structure through the CEMP, working under the IC, but responsible directly to the Operations Section Chief.
- b. During an activation of the County Emergency Operations Center, support agency staff is integrated with the Escambia County Animal Services staff to provide support that will provide for an appropriate, coordinated and timely response.
- c. During an emergency or disaster event, the Emergency Operations Center, Operations Section Chief will coordinate the support resources from the support agencies with the Human Services Branch Chief.
- d. During the response phase, ESF-17 will evaluate and analyze information regarding volunteers and donations requests. Also, ESF-17 will develop and update assessments of the requirements for resources to provide animal care and control services in the impacted area and undertake contingency planning to meet anticipated demands and requirements.
- e. Division of Animal Control develops and maintains the overall ESF-17 Standard Operating Procedures that govern response actions related to emergencies. However, support agencies may develop and maintain their own similar documents for internal use, which must be compatible with and in support of the overall CEMP. All such documents will be in compliance with the National Response Framework, the National Incident Management System, and the Incident Command System.
- f. Staffing of ESF 17 positions will be accomplished through using resources of the Division of Animal Services along with personnel from ESF 17 support agencies and trained and screened unaffiliated volunteers.

## **C. ALERTS/NOTIFICATIONS**

1. Upon activation of the CEMP, the Public Safety Bureau will notify the point of contact for ESF-17 through multiple methods.
2. The Lead ESF 17 Coordinating Agency representative or designee will coordinate all activities of ESF-17.
3. Upon instructions to activate ESF-17, The Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

## **D. ACTIONS**

Actions carried out by ESF-17 are grouped into phases. Each phase requires specific skills and knowledge to accomplish and requires significant cooperation and collaboration between all supporting agencies and the intended recipients of service. ESF-17 encompasses a full range of activities from training to the provision of field services. It also functions as a coordinator and, at times, assumes direct operational control of provided services.

### **1. PREPAREDNESS ACTIONS**

- a. Actions and activities that develop ESF 17 response capabilities may include planning, training, orientation sessions, and exercises for ESF-17 personnel (i.e., County, State, Regional, and Federal).
- b. Coordinate planning with ESF-17 support agencies, Regional Domestic Security Task forces, and other emergency support functions to refine Animal Protection operations.
- c. Coordinate the deliver of preparedness programs that address small pet issues.
- d. Identify local “pet-friendly” resources that can provide services, solutions, and options for residents and visitors with pets. Provide the information through a public campaign effort as appropriate.
- e. ESF 17 will be responsible to coordinate the needs of livestock. This may include the stockpiling of resources, feed and water, or temporary shelter/penning facilities
- f. Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately; this may include the development of a “go-kits” of basic supplies and equipment as appropriate.

- g. In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **2. RESPONSE ACTIONS**

- a. Coordinate with support agencies to offer support in identifying shelter

options for animals whose owners will not evacuate without their pets.

- b. Identify, mobilize and deploy assessment representatives to the disaster area(s) to determine the specific health and safety needs and priorities. ESF-17 will coordinate with other Emergency Support Functions represented at the EOC to provide support to aid in the relief of nuisance and health-related problems involving animals and their impact on human relief efforts.
  - Provide assistance in the following areas: capture of injured and displaced animals, sheltering, medical care, feeding, relocation and reunification with owners, acquisition of additional food and supplies from vendors to support the relief efforts, continued coordination with other ESFs for timely and proper carcass disposal.

### **3. RECOVERY ACTIONS**

Provide continued care of sheltered animals, provide an extended network for the adoption of unclaimed animals, and assist in the relocation of sick and injured animals to permanent facilities until a return to normal operations.

### **4. MITIGATION ACTIONS**

Develop and deliver guidance for farmers and owners of livestock on measures that can be taken to reduce losses from scenario disaster events.

## **E. DIRECTION AND CONTROL**

1. The ESF-17 system operates at two levels: 1) County Emergency Operations Center; and 2) Field operations.
2. A staffing directory and the ESF-17 Emergency Operations Plan, its accompanying Appendices, Annexes and Standard Operating Procedures are maintained by the lead and supporting agencies with status of the call lists updated periodically as appropriate.

## **F. RESPONSIBILITIES**

### **1. LEAD COORDINATING AGENCY – ESCAMBIA COUNTY ANIMAL SERVICES DIVISION**

- a. Notify, activate, and mobilize all agencies assigned to the ESF.
- b. Coordinate all support agency actions in performance of missions assigned to this ESF.
- c. Coordinate requests for assistance and additional resources necessary during performance of the mission with the appropriate agencies.
- d. Function as the County's representative/liaison to the Emergency Operations Center (EOC) Team for the activities and responsibilities carried out by the primary and support agencies of this ESF.
- e. Investigate all animal bites.
- f. Impound animals roaming at large. Provide for necessary quarantine of bite animals for observation.
- g. Facilitate the transportation of injured, stray, or nuisance animals to animal

care facilities.

- h. Assist emergency response teams with animal-related problems.
- i. Make the arrangements for the removal and disposal of dead animals.
- j. Coordinate with the Escambia County Public Health Unit for the release of public information regarding animals and related health issues.
- k. Enforce the Escambia County Animal Control Ordinance.
- l. Euthanize sick and/or injured animals through assigned and authorized persons.
- m. Return wild animals to their natural environment.
- n. Respond to animal-related inquiries.
- o. Investigate animal cruelty and neglect complaints.
- p. Compile report data for inclusion into the incident action plan and information needed for public release through ESF 14.

## 2. SUPPORT AGENCIES

- a. Notify, activate, and mobilize all personnel and equipment to perform or support assigned functions.
- b. Designate and assign personnel for staffing of all facilities at which this Emergency Support Function is required, and providing representation when it is determined by the primary agency of this Emergency Support Function to be necessary.
- c. Coordinate all actions of the support agencies through ESF 17 and Animal Control for the efficient and effective response and recovery efforts.
- d. Escambia County Mosquito Control Division/Facilities Management/Public Works Bureau provides consultation and advice in the control of mosquitoes of nuisance and public health importance, support in vector control measures, options, and strategies, as needed and required; conducting field investigations and laboratory analysis of relevant samples, providing vector control equipment, chemicals, manpower, and supplies as per authority and responsibility under Chapter 388, Florida Statutes and Chapter 5E-13, Florida Administrative Code; coordinate with Environmental Health to provide technical assistance and consultation on protective actions regarding vector-borne diseases and the presence of large populations of biting nuisance mosquitoes and other arthropods in the disaster area.

**5E-13.036 Demonstrable Increase or Other Indicator of Arthropod Population Level.** Mosquito and other arthropod control programs will insure that the application of pesticides are made only when necessary by determining a need in accordance with specific criteria that demonstrate a potential for a mosquito-borne disease outbreak or numbers of disease vector mosquitoes sufficient for disease transmission or defined levels of, or a quantifiable increase in numbers of pestiferous mosquitoes or other arthropods as defined by Section 388.011(1), F.S.

The above citation of Chapter 5E-13, Florida Administrative Code, is presented as information only as to one of our division's major responsibilities that may be employed as emergency protective measures within the disaster area.

- e. Coordinate with ESF 8 and the Health Department for any determinations for public health risks as appropriate.
- f. Escambia County Extension Services will assist with resources necessary to manage livestock in a disaster situation and provide, arrange, or assist in meeting the needs for the transportation of livestock and housing in the aftermath of an event where resources are available and practical.
- g. Identify all personnel and resource requirements to perform assigned missions, which are in excess of the support agencies' capabilities.
- h. State Animal Response Teams (SART) may be called in to assist where resources are unavailable.

## G. FINANCIAL MANAGEMENT

- 1. During a response, each agency/department is responsible for recording and tracking its own expenditures and seeking reimbursement from the appropriate resource after the event.
- 2. Overall disaster expenditures will be summarized, coordinated, and reported through ESF 17 to the Finance Section for maintenance and summarization of overall disaster expenses for reporting and documentation purposes.

## H. REFERENCES AND AUTHORITIES

- State ESF-17 Annex
- Florida SART Strategic Plan  
<http://www.flsart.org/pdf/FLORIDA%20SART%20DECLARATION%20FINAL%202010.pdf>
- Escambia County Pet Shelter Plan
- Escambia County Facilities Management Branch, Disaster Preparedness Plan (rev. 2009)
- Chapter 388 F.S., Mosquito Control
- Rule Chapter %E-13 F.A.C., Mosquito Control Program Administration
- Florida Department of Health, Division of Environmental Health, **“Surveillance and Control of Selected Mosquito-borne Diseases in Florida”**
- U.S. Department of Homeland Security, FEMA, Recovery Policy RP9523.10, Eligibility of Vector Control (Mosquito Abatement (2006)
- Florida Department of Health Response Plan for Mosquito-Borne Disease (2007)
- Escambia County Ordinance, Chapter 10
- Chapter 588, F.S. (588.21)
- Websites
  - a. <http://disaster.ifas.ufl.edu/>
  - b. [http://extension.ifas.ufl.edu/disaster\\_prep/](http://extension.ifas.ufl.edu/disaster_prep/)
  - c. [http://www.solutionsforyourlife.ufl.edu/hot\\_topics/agriculture/hurricane\\_prep\\_ag.html](http://www.solutionsforyourlife.ufl.edu/hot_topics/agriculture/hurricane_prep_ag.html)
  - d. [www.flsart.org](http://www.flsart.org)

## **Emergency Support Function (ESF) 18 Business and Industry**

**Lead Coordinating Agency:** Pensacola Bay Area Chamber of Commerce

**Support Agencies**

- Better Business Bureau of Northwest Florida
- Century Chamber of Commerce
- Downtown Improvement Board
- Escambia County Emergency Management Division
- Gulf Coast African American Chamber of Commerce
- Pensacola Beach Chamber of Commerce
- Perdido Key Area Chamber of Commerce
- UWF Small Business Development Center
- West Florida Regional Planning Council

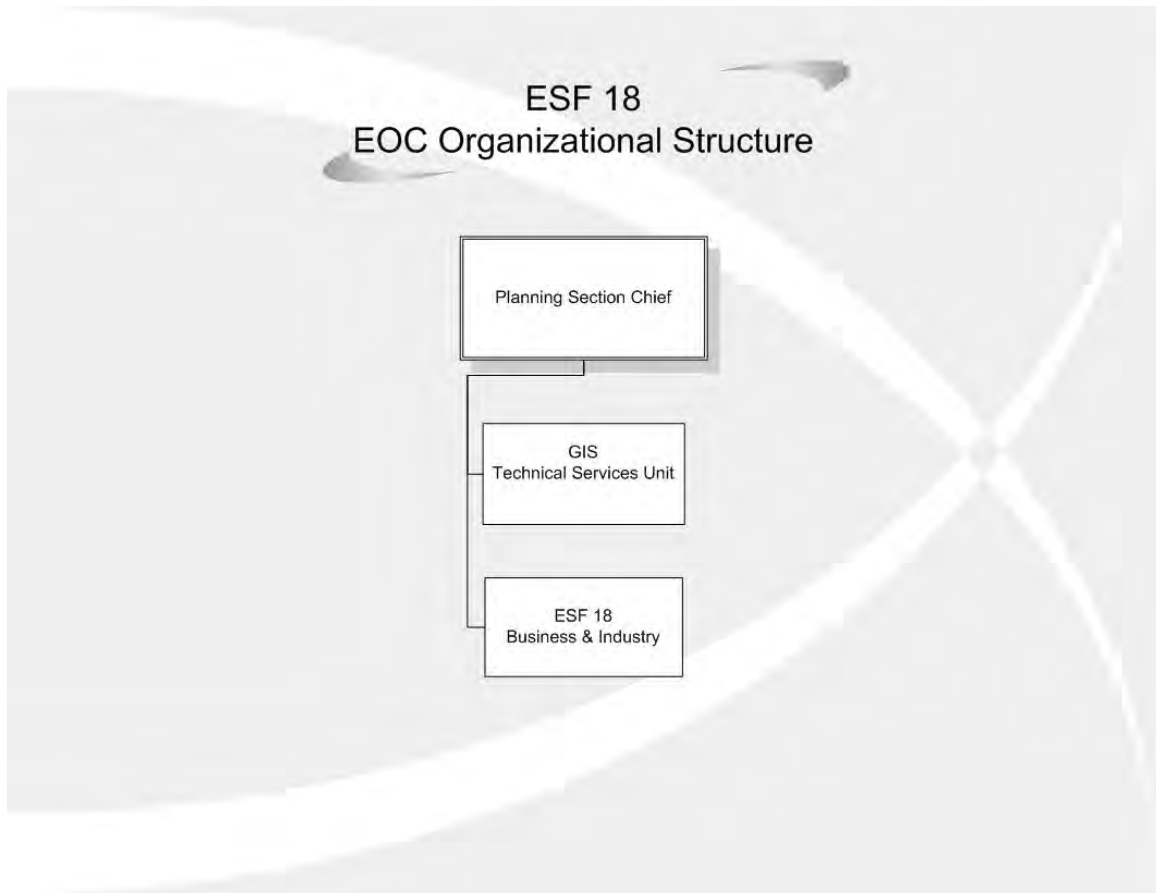
### **Purpose**

The purpose of ESF 18 is to provide guidance and coordinate issues with Escambia County's business community in all phases of emergency management – preparedness, response, recovery and mitigation – in a sustained effort to reduce the vulnerability of this key sector to the effects of disasters, to more economically and efficiently utilize local resources, and to expedite response and recovery when a major disaster does occur.

### **Concept of Operations**

#### **GENERAL**

1. The Pensacola Area Chamber of Commerce will act as lead coordinating agency and point of contact for the business/industrial community in Escambia County. Business preparedness programs, planning and training activities will be coordinated with other chambers of commerce in Escambia County: Perdido Key Chamber of Commerce, Town of Century Chamber of Commerce, and the Gulf Coast African American Chamber of Commerce.
3. Up-to-date resource databases will be available to provide established contacts and lists of local businesses and related organizations.
4. The business and industry function will coordinate with all elements of the Emergency Operations Center (EOC) to ensure that information disseminated in the field is timely and consistent.



**Incident Command System Structure: ESF 18 – Business and Industry**

**ORGANIZATION**

**1. COUNTY**

- a. ESF 18 will be coordinated by the Lead Coordinating Agency representing and coordinating activities for the business community utilizing a NIMS compliant operational system under the ICS utilized in the EOC.
- b. ESF 18 will work within the EOC ICS structure under the Planning Section Chief coordinating activities and information to and from the community to the EOC through ESF 18.
- c. The lead and support agencies will represent all business community interests and not just membership interests.

**ALERTS/NOTIFICATIONS**

1. Upon activation of the CEMP, the Public Safety Bureau will notify the points of contact for Emergency Support Function 18 through multiple methods, as to the EOC level of activation and the need of ESF 18 representation.
2. The Lead ESF 18 Coordinating Agency representative or designee will coordinate all activities of ESF 18.



3. Upon instructions to activate ESF 18, The Lead Coordinating Agency will implement procedures to notify and mobilize all personnel, facilities, and physical resources likely to be needed, based on the emergency circumstance.

## **ACTIONS**

Actions carried out by Emergency Support Function 18 are grouped into phases of emergency management: preparedness, response, recovery and mitigation.

### **1. PREPAREDNESS ACTIONS**

- a. Assist in the development and testing of methods for communicating emergency information to and from businesses at risk from a disaster in the community.
- b. Coordinate with the Emergency Management Division to identify, collect, review and disseminate appropriate disaster preparedness guides that can be tailored to the unique needs, priorities and capabilities of small businesses in Escambia County.
- c. Support and coordinate the education for any business in the community on disaster mitigation and disaster assistance programs that are available through the Small Business Administration, FEMA and other agencies.
- d. Participate in all hazards exercises involving ESF 18.
- e. Plan and coordinate activities to be implemented in the EOC with support agencies.
- f. Develop relationships with other Chambers and local businesses to allow increased access to local resources to assist in the recovery phase of disasters.
- g. Maintain a list of ESF 18 participating companies, and jointly held assets that that can be accessed in preparation for potential disaster events.
- h. Identify tools that would increase access and information flow to and from the EOC and the business community in an effort to improve the utilization of local resources within the local community.
- i. Each ESF lead and support agency is responsible for becoming familiar with the EOC COOP to coordinate their efforts at an alternate EOC location that will only allow one representative from the ESF to represent all agencies for that ESF. There will not be enough space in the alternate facilities for more than one representative per ESF. Other ESF agencies will need to find other locations from which to coordinate with the one ESF representative that is in the alternate EOC location.

Each ESF must identify and schedule the ESF representative for all of the ESF agencies. It is highly recommended that all agencies of the ESF support the ESF schedule with their normal ESF representatives.

Each ESF representative should be familiar from where the other ESF agencies will be operating under these circumstances.

Plans, procedures, checklists, contact information, and protocols should be developed and coordinated to maintain communications and seamless community response services during any EOC COOP implementation. This

may include lack of computers, lack of network or EOC database management tools, or even feeding and sleeping arrangements. Each organization must plan to supplement their resources appropriately, this may include the development of a “go-kits” of basic supplies and equipment as appropriate.

- j. In any EOC operation, whether at the primary location or alternate location, all EOC agencies and representatives must be prepared for the potential for personal service failure. In the event the feeding contractor in the EOC is unable to meet the need either at the primary or alternate facilities, or for sleeping arrangement, or any other personal need, every EOC representative must plan to be self-sufficient and maintain their job responsibilities.

## **2. RESPONSE ACTIONS**

- a. Work with EOC representatives to coordinate resources from the community to meet unmet needs for supplies and services where appropriate.
- b. Assess local business needs in the aftermath of a disaster event to better coordinate and target response activities.
- c. The Business and Industry coordinator will work closely with all area chambers of commerce and EM to identify business and community leaders to assist in the rapid dissemination of information, identify unmet needs, establish an ongoing dialogue and information exchange, and facilitate collaborative Federal, State, and local planning and mutual aid support for disaster recovery.
- d. Provide status reports, data, and information as required into EOC management software for incident documentation and management decision-making processes.

## **3. RECOVERY ACTIONS**

- a. Coordinate local business resources to meet local community needs as appropriate.
- b. Continue to provide information and support as required to impacted businesses until response activities are concluded or until they can be managed and staffed by the primary incident agency or jurisdictions.
- c. Provide information, data, and status reports to the EOC through the EOC management software.

## **4. MITIGATION ACTIONS**

- a. Provide business owners with the appropriate expertise to participate in activities designed to reduce or minimize the impacts to businesses from future disasters.
- b. Assist in the identification of sources of funding.
- c. Assist with getting out the concept of mitigation to allow businesses to be better mitigated against future events to minimize loss due to damage and loss of income.

- d. Document mitigation success stories and projects in the community through the Division of Emergency Management to promote mitigation and the proactive efforts of the community to further motivate similar activities.

## **DIRECTION AND CONTROL**

- a. ESF 18 will operate under the ICS structure in the EOC and will coordinate liaison staffing as needed and required to represent the business community in the EOC.
- a. ESF 18 will coordinate all activities with the support agencies and work under the Planning Section Chief.

## **RESPONSIBILITIES**

### **1. PRIMARY AGENCY – PENSACOLA BAY AREA CHAMBER OF COMMERCE**

- a. Serve as the designated point of contact for Escambia County ESF 18, representing the business community in the EOC during a disaster or emergency.
- b. Serve as a clearinghouse and repository of business preparedness guidance that is developed by ESF 18 participants or provided by the Escambia County Emergency Management Division or other sources.
- c. Coordinate the dissemination of information to community businesses following a disaster, including supporting agencies.
- d. Coordinate the receipt of pre- and post-incident assessment information from the community through to the EOC and appropriate Sections for decision-making processes.
- e. Provide status information for use by all EOC Sections and liaisons for inclusion into EOC briefings and Incident Action Plans as appropriate.

### **2. SUPPORT AGENCIES**

- a. Participate in business preparedness seminars, awareness programs, disaster preparedness training, and exercises.
- b. Assist in the dissemination of recovery information and guidance to member businesses following a disaster.
- c. Support ESF 18 in providing resource support in meet mission needs and requirements.
- d. Assist in the collection and compilation of business community data for use by all EOC Sections and liaisons that may be included into EOC briefings and Incident Action Plans as appropriate.
- e. Utilize each support agencies communications networks already developed (membership groups, etc.) to enhance the sharing of information to and from the business community.

## **FINANCIAL MANAGEMENT**

- Participation in EOC and ESF 18 activities will be at the expense of the participating organizations, unless activities have been pre-approved for financial support from other sources. Expenses incurred in support of ESF 18 and the EOC does not automatically transfer financial responsibility to the Board of County Commissioners or any of the Bureaus and Division within the organization.
- It is encouraged that all community businesses track and report damage assessment and financial impact data through ESF 18 for reporting purposes only and to assist in documenting the extent of damages in the community to assist the process in triggering financial assistance programs for the community.
- Financial assistance programs may be available for local businesses, depending upon the extent of community-wide impacts, from the federal government Small Business Administration loan program.
- Through these ESF 18 efforts, the EOC and community are not requesting businesses to donate goods and services, unless they wish to do so on their own, but instead the EOC/ESF 18 is attempting to enhance the effort of bringing customers and businesses back together as quickly as possible to bring commerce back to normal in the community.

## **REFERENCES AND AUTHORITIES**

- State Emergency Support Function 18 Annex
- Florida Statutes 1893, Emergency Management, chap. 252 (252.31- 52.61)
- ESF 18 Priority Business Contact List

# **APPENDIX A**

Chapter 37 EMERGENCY MANAGEMENT\*

**ARTICLE I. IN GENERAL**

Secs. 37-1--37-30. Reserved.

\*Cross reference(s)--Administration, pt. I, ch. 2; emergency services, pt. I, ch. 38; fire prevention and protection, pt.I, ch. 50; law enforcement, pt. I, ch. 62.

**ARTICLE I. IN GENERAL**

Secs. 37-1--37-30. Reserved.

**ARTICLE II. EMERGENCY MANAGEMENT**

**Sec. 37-31. Enactment and authority.**

In accordance with and pursuant to the authority of F.S. ch. 252 the board of county commissioners of the county hereby establishes emergency management regulations to provide effective and orderly governmental control and coordination of emergency operations, and further to establish and maintain an emergency management agency in support of the state comprehensive emergency plan and program.  
(Code 1985, § 1-24-76)

**Sec. 37-32. Jurisdiction.**

The area subject to this article shall be all of the county.  
(Code 1985, § 1-24-77)

**Sec. 37-33. Purpose and intent.**

The purpose and intent of this article is to ensure that preparations of the county will be adequate to deal with, reduce vulnerability to, and to recover from emergencies, or threats thereof, in order to safeguard the life and property of its citizens.  
(Code 1985, § 1-24-78)

**Sec. 37-34. Definitions.**

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The words "shall" and "will" are mandatory and the word "may" is permissive.

- (a) *Comprehensive emergency management plan* means the county peacetime emergency plan or its successor, as adopted by resolution by the

board of county commissioners and approved by the division of emergency management of the department of community affairs.

(b) *County administrator* means the person appointed by the board of county commissioners as its chief administrative officer. In this article only, "county administrator" also means that senior administrative official other than the county administrator who is authorized by this article to declare a state of local emergency.

(c) *Disaster* means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by a county, the Governor, or the President of the United States. Disasters shall be identified by the severity of resulting damage, as follows:

1. *Catastrophic disaster* means a disaster that will require massive state and federal assistance, including immediate military involvement.
2. *Major disaster* means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.
3. *Minor disaster* means a disaster that is likely to be within the response capabilities of local government and to result in only a minimal need for state or federal assistance.

(d) *Emergency* means any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

(e) *Manmade emergency* means an emergency caused by an action against persons or society, including, but not limited to, enemy attack, sabotage, terrorism, civil unrest, or other action impairing the orderly administration of government.

(f) *Natural emergency* means an emergency caused by a natural event, including, but not limited to, a hurricane, a storm, a flood, severe wave action, a drought, or an earthquake.

(g) *Technological emergency* means an emergency caused by a technological failure or accident, including, but not limited to, an explosion, transportation accident, radiological accident, or chemical or other hazardous material incident.

(h) *Emergency management* means the preparation for, the mitigation of, the response to, and the recovery from emergencies and disasters. Specific emergency management responsibilities include, but are not limited to:

1. Reduction of vulnerability of people and communities of this state to damage, injury, and loss of life and property resulting from natural, technological, or manmade emergencies or hostile military or paramilitary action.
2. Preparation for prompt and efficient response and recovery to protect lives and property affected by emergencies.

3. Response to emergencies using all systems, plans, and resources necessary to preserve adequately the health, safety, and welfare of persons or property affected by the emergency.
4. Recovery from emergencies by providing for the rapid and orderly start of restoration and rehabilitation of persons and property affected by emergencies.
5. Provision of an emergency management system embodying all aspects of preemergency preparedness and postemergency response, recovery, and mitigation.
6. Assistance in anticipation, recognition, appraisal, prevention, and mitigation of emergencies which may be caused or aggravated by inadequate planning for, and regulation of, public and private facilities and land use.

(i) *Local emergency* means a natural, technological, or manmade emergency which affects all or a significant area of the county which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

(j) *Local emergency management agency* means the department of public safety emergency management division, which was created in accordance with the provisions of F.S. ch. 252 to discharge the emergency management responsibilities and functions in the county.

(k) *Political subdivision* means the county.

(l) *Public safety director* means the individual appointed by the board of county commissioners or the county administrator having direct responsibility for the organization, administration, and operation of the emergency management agency. The public safety director shall coordinate emergency management activities, services and programs within the county and shall serve as the liaison to the division of emergency management of the department of community affairs and other local emergency management agencies and organizations.

(m) *Special emergency* means a natural, technological, or manmade, emergency, which affects only a small part of the county.

(Code 1985, § 1-24-79; Ord. No. 2002-28, § 1, 7-2-2002; Ord. No. 2007-16, § 1, 3-15-2007)

**Cross references:** Definitions generally, § 1-2.

**Sec. 37-35. Declarations of emergency; local; special.**

(a) *Declaration of local emergency.*

(1) A state of local emergency may only be declared by a special emergency meeting of the board of county commissioners. If, after reasonable effort, a special emergency meeting cannot be convened then a state of local emergency may be proclaimed by the chairman of the board of county commissioners, or in the event the chairman cannot be located in the county, by proclamation of the vice-chairman; or in the event the vice-chairman cannot be located, by proclamation of any available county commissioner in order of seniority on the board or by (district) in numerical order. In the event no county commissioner can be located in



the county, the county administrator may proclaim the state of local emergency. In the event the county administrator cannot be located in the county, any available assistant county administrator, in order of seniority may proclaim the state of local emergency. In the event no assistant county administrator can be located in the county, the director of public safety may proclaim the state of local emergency. The proclamation declaring the state of local emergency shall activate the comprehensive emergency management plan (CEMP).

(2) If a state of local emergency is declared in the county, the county administrator or designee may request state assistance or invoke emergency-related mutual-aid assistance where the circumstances warrant such an action. The duration of each state of local emergency is limited to seven days, it may be extended as necessary, in seven-day increments.

(b) *Declaration of special emergency.* The board of county commissioners hereby delegates to the public safety director or in the event the public safety director is out of town, the person appointed as acting public safety director, the authority to declare a state of special emergency, and authorizes the public safety director or designee to carry out all emergency management functions required by the special emergency.

(Code 1985, § 1-24-80; Ord. No. 2002-28, § 2, 7-2-2002; Ord. No. 2007-16, § 2, 3-15-2007)

### **Sec. 37-36. County administrator; general powers and duties.**

In the event a state of local emergency is declared in the county pursuant to this article, where appropriate, procedures and formalities otherwise required by law are waived and the county administrator may:

- (a) Perform public work in taking whatever prudent action is necessary to insure the health, safety, and welfare of the community; including, but not limited to, entering onto private roads and other private areas to remove debris and address other conditions that present an imminent threat to the health, safety, and welfare of the public-at-large;
- (b) Enter into contracts;
- (c) Incur obligations;
- (d) Employ permanent and temporary workers;
- (e) Utilize voluntary workers;
- (f) Rent equipment;
- (g) Acquire and distribute, with or without compensation, supplies, materials, and facilities; and
- (h) Authorize expenditure of public funds.

(Code 1985, § 1-24-81; Ord. No. 2002-28, § 3, 7-2-2002; Ord. No. 2008-50, § 1, 9-18-2008)

### **Sec. 37-37. Registry of persons with special needs.**

In carrying out the provisions of this article, the local emergency management and emergency management agency shall establish a registry of persons with special needs as provided in this section:

(a) The department of public safety, division of emergency management shall provide for and maintain a registry of persons who would need assistance during evacuations and sheltering because of physical, mental or sensory disabilities located within the county. The registry shall be updated annually and be used to plan for resource allocation to meet those identified needs. The registry program shall give persons with special needs the option of preauthorizing emergency response personnel to enter their homes during search and rescue operations if necessary to assure their safety and welfare.

(b) Any advertising required by this section shall, whenever possible, be done through the use of public service announcements of local radio stations and shall not require the expenditure of local government funds.

(c) The public safety director shall coordinate registration efforts with the local electric utility.

(Code 1985, § 1-24-82; Ord. No. 2002-28, § 5, 7-2-2002)

**Sec. 37-38. Local emergency management agency; general responsibilities.**

The general emergency management responsibilities of the local emergency management agency include, but are not limited to:

(1) Reduction of vulnerability of people of the county to damage, injury, and loss of life and property resulting from natural or manmade catastrophes or hostile military or paramilitary action.

(2) Preparation for prompt and efficient rescue, care, and treatment of persons victimized or threatened by disasters.

(3) Provision of a setting conducive to the rapid and orderly start of restoration and rehabilitation of persons and property affected by emergencies.

(4) Provision of an emergency management system embodying all aspects of pre-emergency preparedness and post-emergency response.

(5) Assistance in anticipation, recognition, appraisal, prevention, mitigation of emergencies which may be caused or aggravated by inadequate planning for, and regulation of, public and private facilities and land use.

(Code 1985, § 1-24-83)

**Sec. 37-39. Comprehensive emergency management plan.**

In order to ensure the health, safety and welfare of the community for the duration of each state of emergency declared in the county, the board of county commissioners has adopted, by Resolution 2002-76 the Escambia County Comprehensive Emergency Management Plan, in accordance with F.S. ch. 252. A copy of the plan is on file with the clerk of the board of county commissioners and the department of public safety division of emergency management.

(Code 1985, § 1-24-84; Ord. No. 2002-28, § 5, 7-2-2002)

**Sec. 37-40. Curfew.**

In order to ensure the public safety during a state of emergency declared pursuant to this article, a curfew to restrict travel and movement within the county may be instituted by the county administrator when there is some real and immediate threat to the

public safety which cannot be met through less drastic alternatives. The duration and application of the curfew shall be tailored to meet the specific crisis.  
(Code 1985, § 1-24-85)

**Sec. 37-41. Price regulation.**

In order to prevent fraud, promote fair dealing between sellers and buyers and ensure the health, safety and welfare of the community for the duration of each state of emergency declared in the county pursuant to this article, it is a violation of this article to charge more than the average retail price for merchandise offered for sale during the state of emergency. The average retail prices as used in this section shall be that price at which similar merchandise has been sold during the 90 days immediately preceding the state of emergency, or that price which is the same percentage mark up over wholesale cost that was added to wholesale cost prior to the state of emergency.  
(Code 1985, § 1-24-86)

**Sec. 37-42. Penalties.**

Any person violating any provision of this article of any rule, order, or regulation made pursuant to this article shall be prosecuted in the same manner as misdemeanors are prosecuted, and upon conviction shall be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment.  
(Code 1985, § 1-24-87)

## **APPENDIX B**

Escambia County  
EOC Disaster Committee Organizations

All Law Enforcement Public information Officers  
Amateur Radio Emergency Resources (ARES)  
American Red Cross of Northwest Florida  
AT&T  
Baptist Hospital  
Be Ready Alliance Coordinating for Emergencies (B.R.A.C.E.)  
Better Business Bureau of Northwest Florida  
Bratt Davisville Water Systems  
Century Chamber of Commerce  
City of Pensacola Fire Department  
City of Pensacola Police Department  
City of Pensacola Public Information Office  
Cottage Hill Water Service  
Cox Communications  
Downtown Improvement Board  
Emerald Coast Utilities Authority  
Emerald Coast Utilities Authority Public Information Office  
Energy Services of Pensacola (ESP)  
Escambia County Area Transit (ECAT)  
Escambia County Attorney's Office  
Escambia County Budget Division  
Escambia County Building Inspections Division  
Escambia County Citizen's Information  
Escambia County Clerk of the Circuit Court  
Escambia County Communications Division  
Escambia County Community Redevelopment Division  
Escambia County Community Services Division  
Escambia County Corrections Division  
Escambia County Department of Health  
Escambia County Design Construction Administration Team Division  
Escambia County Development Review Division  
  
Escambia County Development Services Bureau  
Escambia County Division of Animal Services  
Escambia County Emergency Management Office  
Escambia County Emergency Medical Services Operations Division

Escambia County Engineering Division  
Escambia County Environmental Enforcement Division  
Escambia County Environmental Permitting Division  
Escambia County Extension  
Escambia County Facilities Maintenance Division  
Escambia County Fire Services Division  
Escambia County Fleet Maintenance Division  
Escambia County GIS Division  
Escambia County Human Resources Division  
Escambia County Information Technologies Division  
Escambia County Land Management Division  
Escambia County Long-Range Planning Division  
Escambia County Marine Resources Division  
Escambia County Medical Examiner's Office  
Escambia County Mosquito Control Division  
Escambia County Natural Resources Conservation Division  
Escambia County Parks Program Division  
Escambia County Parks/Marine Maintenance Division  
Escambia County Planning Division  
Escambia County Projects/Contracts/Grants Division  
Escambia County Public Information and Communications Office  
Escambia County Purchasing Division  
Escambia County Business Office Division, Public Safety Bureau  
Escambia County Risk Management Division  
Escambia County Road Division  
Escambia County Road Prison Division  
Escambia County School District  
Escambia County Sheriff's Office  
Escambia County Solid Waste Management Division  
Escambia County Supervisor of Elections  
Escambia County Tax Collector  
Escambia County Transportation and Traffic Operations/Economic  
Development Office  
Escambia River Electric Cooperative  
Escambia Search and Rescue, Inc.  
Farm Hill Water Service

Escambia County  
EOC Disaster Committee Organizations

Florida Department of Children and Families	Pensacola Gulf Coast Regional Airport
Florida Department of Environmental Protections	Pensacola State College
Florida Department of Environmental Protection, Div. Of Law Enforcement	Pensacola Naval Air Station (U.S. Navy)
Florida Department of Juvenile Justice	Pensacola Naval Hospital
Florida Department of Law Enforcement	Peoples Water Service Company
Florida Department of Transportation	Perdido Key Chamber of Commerce
Florida Division of Forestry	Sacred Heart Hospital
Florida Division of State Fire Marshall	Salvation Army
Florida Fish & Wildlife Conservation Commission, Division of Law Enforcement	Santa Rosa Island Authority
Florida Highway Patrol	Small Business Development Center
Florida National Guard	Southwest Panhandle Search & Rescue
Gulf Coast African American Chamber of Commerce	Specialty Center of Pensacola
Gulf Power	Town of Century
Humane Society of Pensacola	United Way of Escambia County
Interfaith Organizations and Agencies	University of West Florida
Local Veterinarians	Walnut Hill Waterworks
Molino Utilities	West Florida Hospital
Nextel Partners	West Florida Regional Planning Council
Okaloosa Gas District	Wildlife Sanctuary of Northwest Florida
Other Commercial Communications Carriers	
Pensacola Bay Area Chamber of Commerce	
Pensacola Bay Area Transportation	
Pensacola Beach Chamber of Commerce	
Pensacola Christian College	

## **APPENDIX C**

# Emergency Operations Center Activation Levels

## **Level 1: Full Scale Activation**

At this level, all primary and support Emergency Support Functions under the CEMP are activated. The EOC is activated with all personnel in response to a major incident/disaster and may remain activated at this level for several weeks.

## **Level 2: Partial Activation**

At this level, the EOC is activated only with the necessary primary and support Emergency Support Function personnel needed to handle a small or short-term incident.

## **Level 3: Monitoring Activation**

Level 3 is typically a “monitoring “phase. Notification will be made to those Emergency Support Functions and/or Departments who would need to take action as part of their everyday responsibilities. The County Emergency Operations Center will be staffed with Department of Public Safety Personnel.



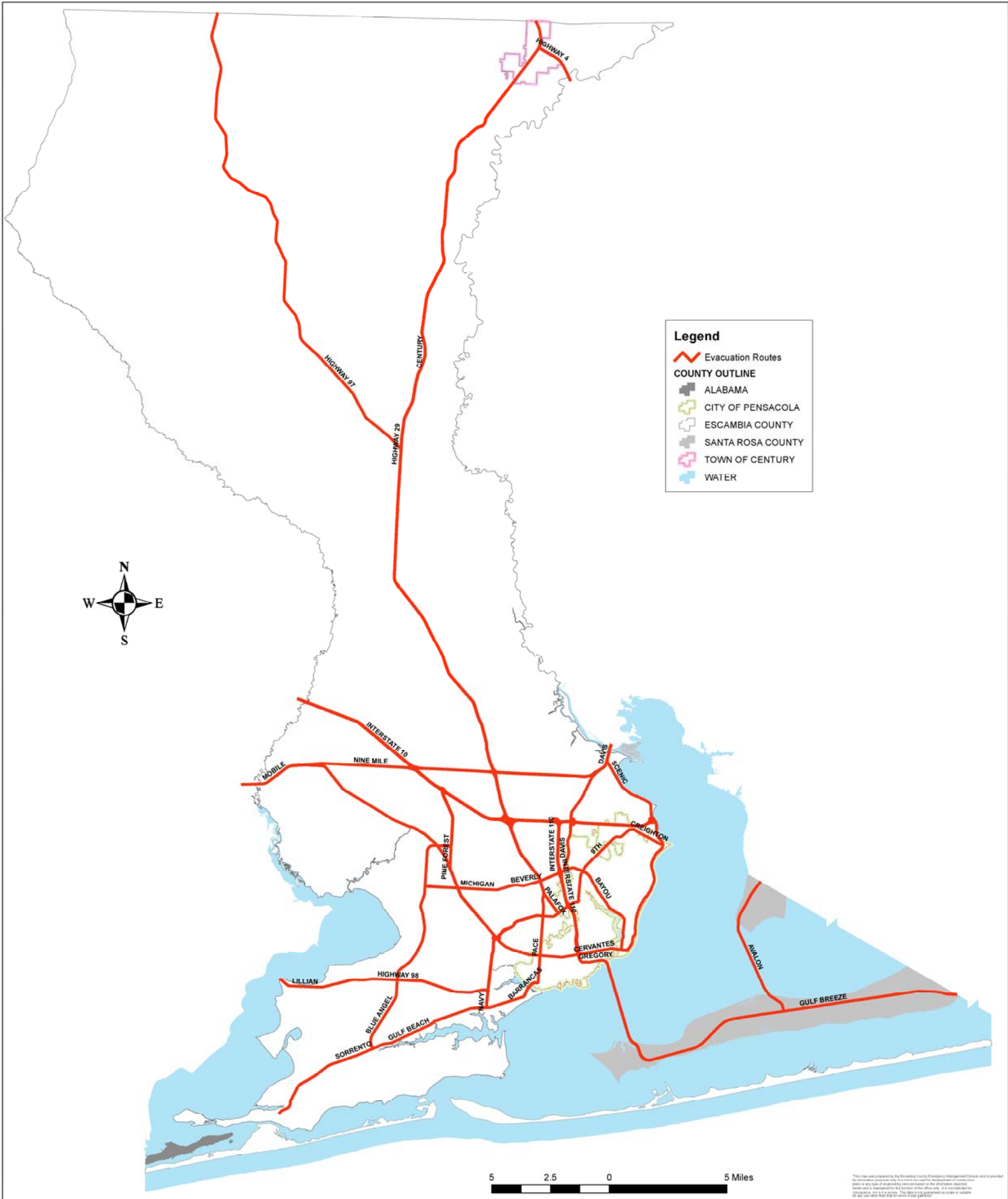
# **APPENDIX D**

## **Community Relations Teams Landing Zones in Escambia County, Florida**

Escambia Department of Public Safety  
6575 North W Street Pensacola FL. 32505  
**N30 29 000 W 087 15 675**

- PRIMARY: Rave Movie Theatre Parking Lot  
**6595 North “W” Street**  
Pensacola, Florida 32505  
N 30 29 199  
W 87 15 685
- SECONDARY #1: Public Safety Open Lot  
**6565 North “W” Street**  
Pensacola, Florida 32505  
N 30 28 958  
W 87 15 621
- SECONDARY #2: First Pentecostal Church Parking Lot  
**6500 North “W” Street**  
Pensacola, Florida 32505  
850-477-1100  
N 30 28 920  
W 87 15 494
- SECONDARY #3: Old Soccer Complex (Next to Ruby Tuesdays)  
**6640 Pensacola Boulevard**  
Pensacola, Florida 32505  
N 30 29 189  
W 87 15 430

# APPENDIX E



# Escambia County Hurricane Evacuation Routes

This map was prepared by the Escambia County Emergency Management Division and is provided for informational purposes only. It is not to be used for engineering or construction purposes of any type or engineering services based on the information depicted. The user shall be responsible for the accuracy of this information. The user shall be responsible for any use of this information for any purpose other than that for which it was prepared.

# APPENDIX F

# Mobile Home and R.V. Parks Escambia County

Mobile Home Park	Address	Number of Spaces	Source of information	
Admiral Mobile Home Park	8121 Lillian Highway, Pensacola, Florida	107	State website database	
Ashland Mobile Home Park	4128 Ashland Avenue, Pensacola, Florida 32534	13	State website database	
Ashton Run MHP	1000 South Fairfield Drive, Pensacola, Florida 32506	83	State website database	
Big Lagoon State Park	12301 Gulf Beach Highway, Pensacola, Florida	75	Website	
Big Oaks Trailer Park	3260 Sandy Lane, Pensacola, Florida 32526	10	State website database	
Blue Angel Mobile Home Park	5301 Blue Angel Parkway, Pensacola, Florida	23	State website database	
Bob's Trailer Court	4967 Mobile Highway, Pensacola, Florida	20	Phone book/phone verification	
Booker Mobile Home Park	5800 Lillian Highway, Pensacola, Florida	39	State website database	
Briarwood Mobile Home Park	5601 Northwest Street, Pensacola, Florida	42	State website database	
Brookhaven R.V. Park	2008 East Johnson Avenue, Pensacola, Florida	N.A.	Phone book/phone verification	
Country Living	2225 Old Chemstrand Road, Pensacola, Florida 32533	12	State website database	
Country Manor	4590 Deerfield, Pensacola, Florida 32526	3	State website database	
Seacrest MHP	3860 Creighton Boulevard, Pensacola, Florida 32514	16	State website database	
Crystal Lake Estates	5900 West Nine Mile Road, Pensacola, Florida 32526	23	State website database	
Day's Mobile Home Park	2550 Pine Forest Road	25	State website database	
Deluna Village Mobile Home Park	4005 West Bobe Street, Pensacola, Florida	200	Phone book/phone verification	
Drifters R.V. Park	9110 Untreiner Avenue, Pensacola, Florida	21	Web information	
Flamingo Trailer Park	2000 West Nine Mile Road, Pensacola, Florida	27	State website database	
Ft. Pickens R.V. Park	Ft. Pickens Road, Pensacola, Florida	200	2001 CEMP	
Heritage Oaks R.V. Park	1523 Gulf Beach Highway, Pensacola, Florida	100	Phone book/phone verification	54 MH, 46 RV
Highway 29 Trailer Park	10001 Palafox Highway, Pensacola, Florida	25	State website database	
Lake Stone Campgrounds	801 Highway 4, Pensacola, Florida	100	2001 CEMP	
Lakeside at Barth	855 Barth Road, Molino, Florida	N.A.	Phone book/phone verification	
Leisure Lakes R.V. Park	5565 West Nine Mile Road, Pensacola, Florida	40	website	
Lillian Highway Mobile Home Park	4501 Lillian Highway, Pensacola, Florida	16	State website database	
M&R Mobile Home Park	8103 North Palafox Street, Pensacola, Florida	16	State website database	
Magnolia Mobile Home Park	7216 West Jackson Street, Pensacola, Florida 32506	25	State website database	
Marjory Manor Mobile Home Park	8150 Old Palafox Highway, Pensacola, Florida	21	State website database	
Matheny's Trailer park	5514 Cerny Road, Office Box, Pensacola, Florida 32526	11	State website database	
Mayfair Motel & RV Park	4540 Mobile Highway, Pensacola, Florida	N/A	Phone book/phone verification	
Oak Grove Mobile Home Park	1801 North Border Street, Pensacola, Florida 32505	46	State website database	
Oak Lodge Mobile Home Park	7101 Lillian Highway, Pensacola, Florida 32506	72	State website database	
Oakshados Mobile Home Park	5700 Flaxman Street, Pensacola, Florida	22	State website database	
Oakstead Mobile Home Community	901 West Massachusetts Avenue, Pensacola, Florida	214	State website database	
Palafox Mobile Home Estates	9000 North Palafox, Pensacola, Florida	57	State website database	
Patricia Mobile Home Park	7318 Hayward Street, Pensacola, Florida	33	State website database	
Pelican Palms R.V. Park	3700 Garcon Point Road, Pensacola, Florida	40	Phone book/phone verification	
Pensacola RV Park	3117 Wilde Lake Blvd.	51	Website	
Perdido Cove RV Resort & Marina	13770 River Road, Perdido Key, Florida	56	Website	
Playa Del Rio RV Park	16990 Perdido Key Drive, Pensacola, Florida	30	Website	
Queen Anne Mobile Home Park	5400 Mobile Highway, Pensacola, Florida 32503	31	State website database	
Rustic Acres Trailer Park	8100 North Palafox Street, Pensacola, Florida	18	State website database	
Sabal Palm Mobile Home Park	2601 Patricia Drive, Pensacola, Florida 32526	84	State website database	
Silver Lake Mobile Home Estates	7333 Pine Forest Road, Pensacola, Florida	185	State website database	
T&C Mobile Home Park	200 Craft Street, Pensacola, Florida 32534	23	State website database	
Tall Oaks Campground RV & Mobile Home Park	9301 Pine Forest Road, Pensacola, Florida	70	Phone book/phone verification	
Tanglewood Gardens Mobile Home Park Inc.	6530 North Palafox Street, Pensacola, Florida	84	State website database	
Timberlake Mobile Home Park	2600 West Michigan Avenue, Pensacola, Florida	383	State website database	
Welcome Mat Trailer Park	516 Corday Street, Pensacola, Florida	21	State website database	
West Florida Mobile Home Park	558 East Nine Mile Road, Pensacola, Florida 32514	54	State website database	
Woodridge Park	7722 Old Palafox Highway, Pensacola, Florida	65	State website database	
	total	2932		
Sources:				
2009 Bellsouth Phone Book			updated 12/28/09-BCH	

# APPENDIX G

# Emergency Support Agencies/Sections

L=Lead Coordinating Agency

S=Support Agency

Agency Name	1	2	3	4	5/ Planning	6	7/ Logistics /Finance	8	9	10	11	12	13	14	15	16	17	18	Long- Term Recovery	Safety Liaison	Legal Liaison	EOC Liaison	
All Law Enforcement Public information Officers														S									
Amateur Radio Emergency Resources (ARES)		S																					
American Red Cross of Northwest Florida						L		S		S					S				S				
AT&T		S																					
Baptist Hospital								S															
Be Ready Alliance Coordinating for Emergencies (B.R.A.C.E.)						S									L				S				
Better Business Bureau of Northwest Florida																		S					
Bratt Davisville Water Systems			S																				
Century Chamber of Commerce																		S	S				
City of Pensacola			S																				
City of Pensacola Community Development Department																			S				
City of Pensacola Fire Department				S					S	S													
City of Pensacola Police Department		S														S							
City of Pensacola Public Information Office														S									
Civil Air Patrol													S										
Cottage Hill Water Service			S																				
Cox Communications		S																					
Downtown Improvement Board																		S	S				
Emerald Coast Utilities Authority			S					S											S				
Emerald Coast Utilities Authority Public Information Office														S									
Energy Services of Pensacola (ESP)			S									S											
Escambia County Area Transit (ECAT)	L							S				S											
Escambia County Attorney's Office																						L	
Escambia County Budget Division							L												S				
Escambia County Building Inspections Division			S																S				
Escambia County Citizen's Information														S									
Escambia County Clerk of the Circuit Court																S							S
Escambia County Communications Division		L																					
Escambia County Community Redevelopment Division																			S				
Escambia County Community Services Division										L									S				
Escambia County Corrections Division																							



Agency Name	1	2	3	4	5/ Planning	6 // Logistics /Finance	8	9	10	11	12	13	14	15	16	17	18	Long- Term Recovery	Safety Liaison	Legal Liaison	EOC Liaison
Escambia County Department of Health						S		L					S								
Escambia County Design Construction Administration Team Division																					
Escambia County Development Review Division			S		S													S			
Escambia County Development Services Bureau					L																
Escambia County Division of Animal Services																L					
Escambia County Emergency Management Office					S	S			S	S	L	S					S	S			
Escambia County Emergency Medical Services Operations Division	S							S	S												
Escambia County Engineering Division			L															S			
Escambia County Environmental Enforcement Division															S	S					
Escambia County Environmental Permitting Division			S															S			
Escambia County Extension									S							S		S			
Escambia County Facilities Maintenance Division		S																			
Escambia County Fire-Rescue Division				L					L	L											
Escambia County Fleet Maintenance Division			S																		
Escambia County GIS Division					S																
Escambia County Human Resources Division						L															
Escambia County Information Technologies Division						S															
Escambia County Land Management Division			S															S			
Escambia County Long-Range Planning Division																		S			
Escambia County Marine Resources Division			S															S			
Escambia County Medical Examiner Office								S													
Escambia County Mosquito Control Division								S								S					
Escambia County Natural Resources Conservation Division			S															S			
Escambia County Parks Program Division			S													S		S			
Escambia County Parks/Marine Maintenance Division			S															S			
Escambia County Planning Division																		S			
Escambia County Projects/Contracts/Grants Division																		S			
Escambia County Property Appraiser																					S
Escambia County Public Information and Communications Office													L								
Escambia County Purchasing Division						S															
Escambia County Business Office Division, Public Safety Bureau						S															
Escambia County Risk Management Division																			L		
Escambia County Road Division			S								S										
Escambia County Road Prison Division			S																		
Escambia County School District	S					S		S					S								
Escambia County Sheriff's Office		S													L	S					
Escambia County Solid Waste Management Division			S						S									S			

Agency Name	1	2	3	4	5/ Planning	6 // Logistics /Finance	8	9	10	11	12	13	14	15	16	17	18	Long- Term Recovery	Safety Liaison	Legal Liaison	EOC Liaison	
Escambia County Supervisor of Elections																						S
Escambia County Transportation and Traffic Operations/Economic Development Office			S															S				
Escambia County Tax Collector																						S
Escambia River Electric Cooperative			S							S												
Escambia Search and Rescue, Inc.				S				S														
Farm Hill Water Service			S																			
Florida Department of Children and Families										S												
Florida Department of Environmental Protection, Div. Of Law Enforcement															S							
Florida Department of Environmental Protection									S													
Florida Department of Juvenile Justice															S							
Florida Department of Law Enforcement															S							
Florida Department of Transportation, Division of Motor Carrier Compliance															S							
Florida Department of Transportation			S												S							
Florida Division of Forestry				S																		
Florida Division of State Fire Marshall															S							
Florida Fish & Wildlife Conservation Commission, Division of Law Enforcement															S							
Florida Highway Patrol															S							
Florida National Guard												L										
Gulf Coast African American Chamber of Commerce																	S	S				
Gulf Power			S								S											
Humane Society of Pensacola																S						
Interfaith Organizations and Agencies										S												
Lakeview Center, Baptist Health						S																
Local Veterinarians																S						
Molino Utilities			S																			
Nextel Partners		S																				
Okaloosa Gas District			S								S											
Other Commercial Communications Carriers		S																				
Pensacola Bay Area Chamber of Commerce																	L	S				
Pensacola Bay Area Transportation		S																				
Pensacola Beach Chamber of Commerce																	S	S				
Pensacola Christian College						S																
Pensacola Gulf Coast Regional Airport		S																				
Pensacola State College						S									S							
Pensacola Naval Air Station (U.S. Navy)						S					S											
Pensacola Naval Hospital							S															
Peoples Water Service Company			S																			
Perdido Key Chamber of Commerce																	S	S				

Agency Name	1	2	3	4	5/ Planning	6 Logistics /Finance	8	9	10	11	12	13	14	15	16	17	18	Long- Term Recovery	Safety Liaison	Legal Liaison	EOC Liaison
Sacred Heart Hospital							S														
Salvation Army						L				S				S				S			
Santa Rosa Island Authority			S										S					S			
Small Business Development Center/UWF																	S	S			
Southwest Panhandle Search & Rescue				S				S													
Specialty Center of Pensacola							S														
Town of Century			S							S			S					S			
United Way of Escambia County										S				L							
University of West Florida						S									S						
Walnut Hill Waterworks			S																		
West Florida Hospital							S														
West Florida Regional Planning Council																					S
Wildlife Sanctuary of Northwest Florida																	S				

# APPENDIX H

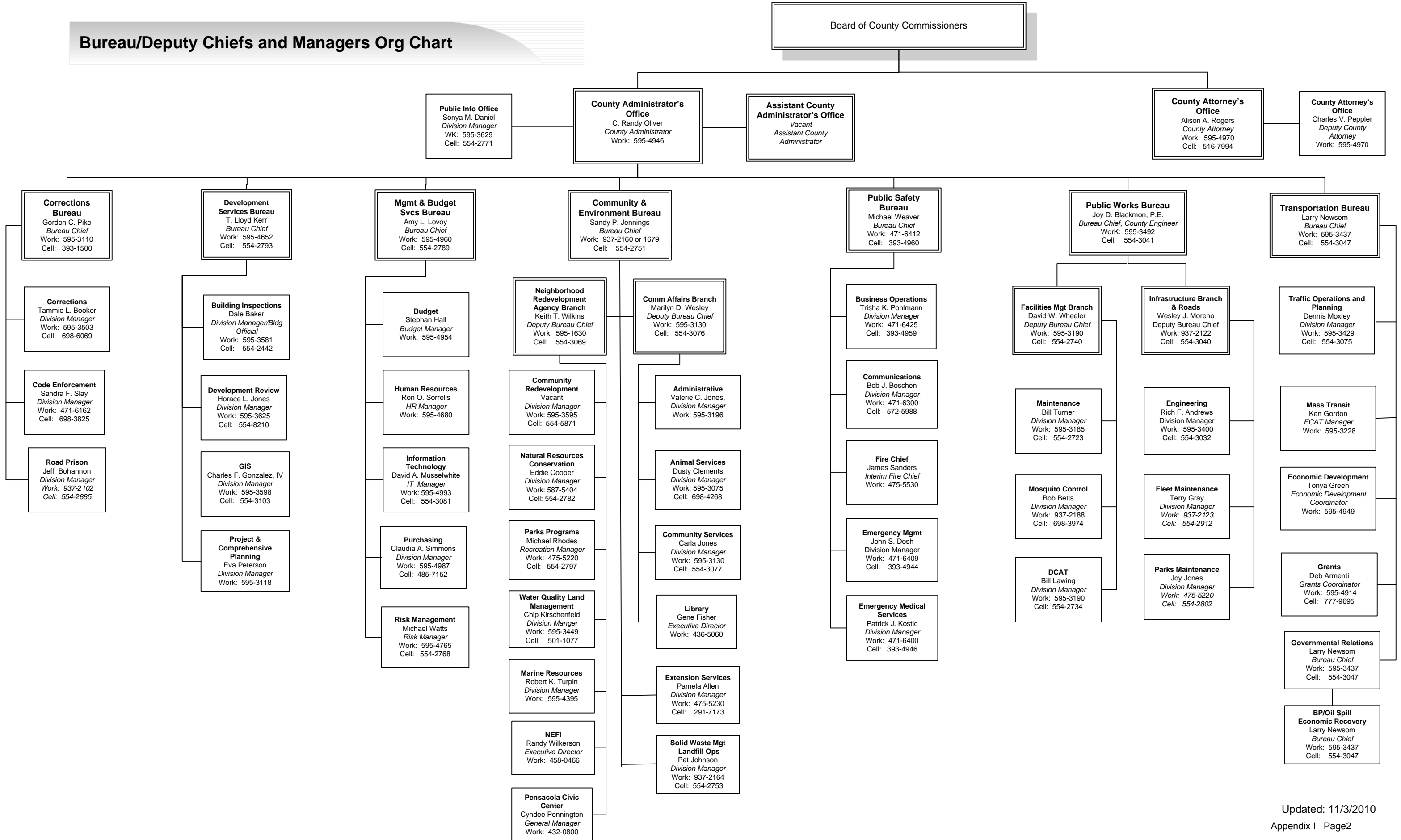
## Marinas and Boat Storage

<u>NAME</u>	<u>ADDRESS</u>	<u># OF SPACES</u>
Bahia Mar Inc.	1901 West Cypress	66
Baylen Slip Marina, Inc.	200 S. Tarragona Street	n/a
Bayou Grande Marina (Military only)	190 Radford Blvd.	427
Beach Marina	655 Pensacola Beach Blvd.	25
Bell Marine Service	18 Audusson Ave. 32507	20
Chico Marina	3009 Barrancas Avenue	41
Day Break Marina	811 South R St. 32501	252
Harbor View Marine	1220 Mahogany Mill Rd. 32507	50
Harbour Village at Pitt Slip Marina	600 S. Barracks	98
Holiday Harbor Marina	14050 Canal A Way 32507	330
Island Cove Marina	806 Lakewood Rd.	96
Lafitte Cove Marina	1010 Fort Pickens Road	37
Landing Apartments Marina	665 Palomar Dr. 32507	36
Lost Key Marina & Yacht Club	10045 Sinton Dr. Big Lagoon	187
Mac's Marina	31 Newman Ave. 32507	50
Mahogany Landing	1206 Mahogany Mill	50
Palafox Pier	997 S. Palafox Street	90
Palm Harbour Marina	1202 Mahogany Mill Road	55
Patti's Boat Storage	300 Pinewood Lane	70
Pelicans Perch Marina and Boat Yard	40 Audusson Ave. 32507	90
Pensacola Beach and Yacht Club	715 Pensacola Beach Blvd.	30
Pensacola Shipyard	700 S Myrick St. 32505	60
Pensacola Yacht Club	1897 Cypress Street	25
Perdido Cove RV Resort & Marina	13700 River Road	24
Rooks Marina and Oyster Barn	505 Bayou Boulevard	59
Sabine Marina	715 Pensacola Beach Blvd.	20
Seville Harbor	600 South Barracks Street	10
Sherman Cove Marina (Military only)	190 Radford Blvd	211
Southwind Marina	10121 Sinton Dr. 32507	150
Swamphouse Marina and Landing	10421N Davis Hwy 32514	100
The Beach and Yacht Club at Perdido Key	16790 Perdido Key Drive	49

Update June 2010 utilizing phone calls and website data as available.

# APPENDIX I

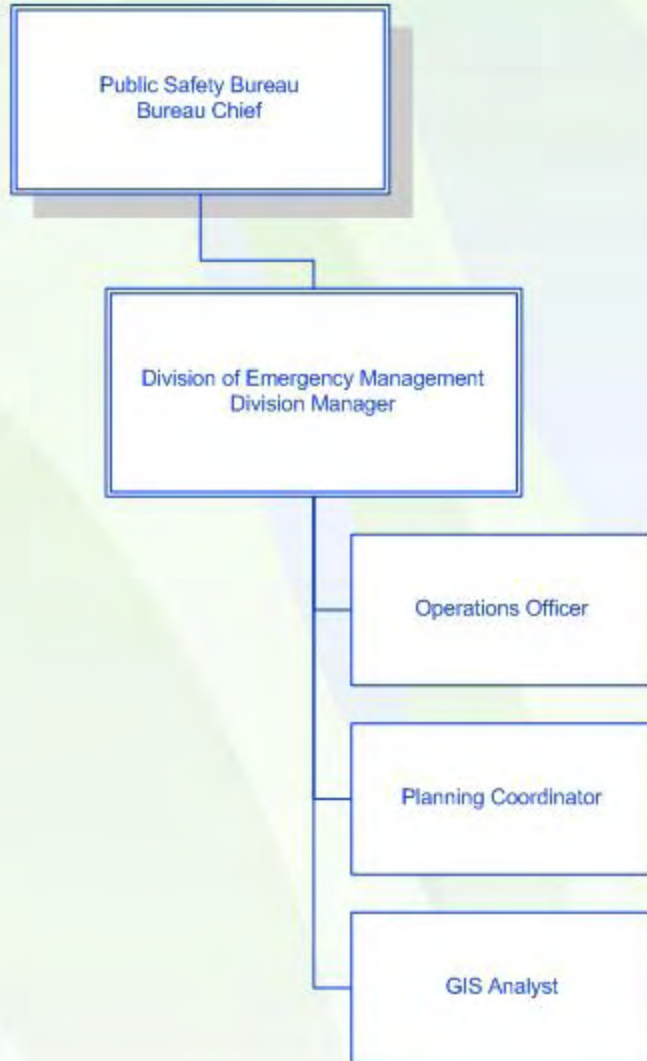
# Bureau/Deputy Chiefs and Managers Org Chart



## **APPENDIX J**

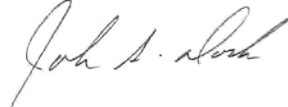


Division of Emergency Management  
February 2011



# APPENDIX K

**ESCAMBIA COUNTY, FLORIDA  
DEPARTMENT OF PUBLIC SAFETY  
POLICY/PROCEDURE-Division of Emergency  
Management**

**Approved by:**   
**Effective Date:** August 27, 2007  
**Revised/Reviewed Date:**  
**January 5, 2010-BCH**

**RE: Flood Warning Response Plan**

---

**Purpose:**

The purpose of this plan is to provide information for the safety of residents and visitors in the event conditions create a flooding hazard.

**Scope:**

The EOC is ready to act on a 24-hour basis. During business hours, information is monitored as part of the daily practice. After hours, the communications center, which is the 24-hour, 911, operations center, monitors the local situations and can notify the EOC representative on-call at any time that is deemed necessary through the notification protocol. The WX Message system is also set up to page appropriate staff of any warnings or watches that have been issued by the National Weather Service in Mobile, Alabama, with the actual warning message transmitted on the page for immediate response if necessary. The warnings from Mobile Weather would include specific river information for those rivers impacted. Then the rivers can be specifically monitored on-line from the EOC or any other internet access location. The CEMP can be put in place if needed, utilizing the communication process for notifying additional staff if activation is necessary.

Any actions taken to notify, warn, evacuate, respond, and recover from flooding events will be provided through the Comprehensive Emergency Management Plan (CEMP). The Director of Public Safety, the Emergency Management Chief, and any other authorized designee, as defined by the CEMP, will determine the authority for any actions taken.

This plan has been written to also support the County efforts in the Community Rating System (CRS). Any alterations should take the CRS program into consideration.

**Plan:**

**Hazard Analysis:**

To follow up the hazard identification and vulnerability section of the LMS planning document, Escambia County is the far western most county in the panhandle of the State of Florida. We are surrounded by the State of Alabama to the west and north, and Santa Rosa County to the east, with a beautiful view of the Gulf of Mexico to south. The bad part of a beautiful view of the Gulf, are the naturally occurring hazards associated with that view.

More specific detail can be found in the hazard identification section of the LMS plan relating to the flooding impacts in the county, but as this specific Flood Warning Plan is specifically focused, we will discuss the hazard a little more briefly. Flooding in Escambia County comes from many forces. Heavy rainfall from tropical storms, hurricanes, or just our typical Florida winter and summer thunder and rainstorms can be a serious and potential threat for flooding.

Heavy rainfall and runoff into the rivers, streams, creeks, and closed basin areas have the potential for closed basin and riverine flooding, potentially flooding property and homes, threatening property damage and loss of life.

Rainfall to the north of Escambia County in Alabama is also of concern to us locally. Even though we may have bright sunshine, heavy rainfall to the north will impact the Escambia and Perdido Rivers quite rapidly, threatening riverine flooding along those rivers and some feeder creeks throughout the county.

Storm surge is also a serious problem living on the Gulf of Mexico from a small tropical storm to a powerful hurricane. Storm surge can be anywhere from a couple of feet to over 15' which we saw in Hurricane Ivan in 2004. With our large bayous at the ends of the Escambia and Perdido Rivers, storm surge can pile up into many of bayous and even push further north into the county up our two main county bordering rivers. Storm surge has the potential to impact many people very quickly in this county.

Flash floods and dam breaks are not of a serious threat here in Escambia County. Most of our dams in the county are of earthen materials and do not hold back significant water, and with the gradual sloping terrain of Florida, flash floods are not a threat.

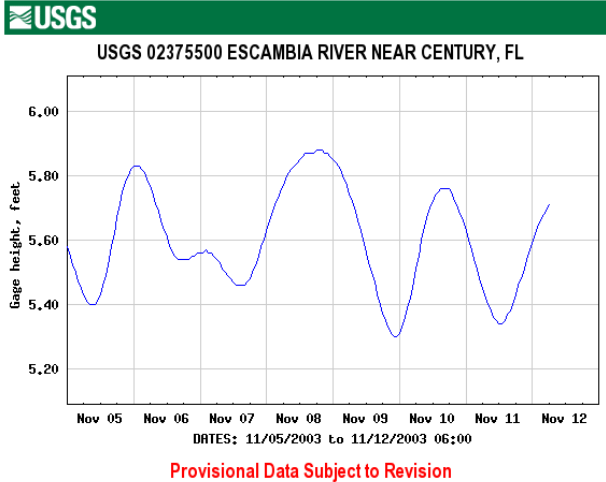
Flood depths and stages for the two rivers are in the following pages. Velocities are monitored and maintained by the US Geological Survey and a sample of the historical information is attached.

### **Flood Threat Recognition**

The County has several ways to gather information on the status of the river heights that pass through Escambia to the Gulf of Mexico. The United States Geological Survey has four local automated river gauges in Escambia County. During severe rain events, Emergency Management officials frequently monitor the gauges via the internet at the NOAA website (NWS Mobile), which provides river height information and forecasts in real time. In addition to monitoring by EM personnel, the National Weather Service Mobile Office will contact the Emergency Communications Center via telephone, ESATCOM or NEXTEL radio when rivers are starting to swell and are closing in on flood stage levels. The locations of the river gauges are as follows:

<u>Gauge Location</u>	<u>Website address</u>
Florida site location map	<a href="http://waterdata.usgs.gov/fl/nwis/rt">http://waterdata.usgs.gov/fl/nwis/rt</a>
Escambia River near Molino	<a href="http://waterdata.usgs.gov/fl/nwis/uv?02376033">http://waterdata.usgs.gov/fl/nwis/uv?02376033</a>
Escambia River near Century	<a href="http://waterdata.usgs.gov/fl/nwis/uv?02375500">http://waterdata.usgs.gov/fl/nwis/uv?02375500</a>
Peridido River at Barrineau Park	<a href="http://waterdata.usgs.gov/nwis/uv?02376500">http://waterdata.usgs.gov/nwis/uv?02376500</a>
Eleven Mile Creek Near Pensacola	<a href="http://waterdata.usgs.gov/fl/nwis/uv?02376115">http://waterdata.usgs.gov/fl/nwis/uv?02376115</a>

Below is a sample look of some of the information that can be found on the various river gauge websites:



There are also rain gauges throughout the County that are accessed electronically through the Weatherbug program in the E.O.C. Rain gauges can be found at 22 locations throughout the County.

Using rain information and weather/rain forecasts will also provide valuable information as to the likelihood of flooding in certain areas based on history. The Hurrevac and Hurrtrak hurricane prediction modeling programs also have a rain and river level forecasting module that will allow forecasting information to be available and readily available in the decision making process during tropical events. The National Weather Service also has river forecast modeling that can be at <http://www.srh.noaa.gov/serfc/>. This website is an excellent tool providing river rising, peaking, and falling, forecasts for the rain gauge locations identified above.

For storm surge, the 1999 Northwest Florida Hurricane Evacuation Study produced by the Army Corp. of Engineers, Mobile District, and the National Hurricane Center provided a SLOSH model that identifies vulnerable coastal and river side properties susceptible to storm surge. The information from this study is available on our website and on our compact disk that is handed out regularly to the public.

Flood Insurance Rate Maps (FIRM's) are also available from our building inspections office that allows us to identify the 100 year flood areas.

The Emergency Operations Center also has computers tied into real time weather radar with Barons Software that also provides rainfall amounts and accumulation.

The Emergency Management Office maintains a Geographic Information Systems (GIS) mapping and database for all known flooding areas. The database includes the following (wherever possible):

1. Types of flooding at each location
2. Causes of flooding, if known

3. Sources of flooding, if known
4. Depths of flooding (storm surge and river flooding only)
5. Velocities (river only)
6. Critical levels for warnings of residents

Emergency Management personnel are also tied into the National Weather Service warnings through the WX Message software program where pertinent watches and warnings are received instantaneously from Mobile Weather and automatically sent real time to EM staff through their paging system. So any flooding issues are monitored 24 hours a day using this process as well.

Historical flooding and rain gauge depths have been described using geographical locations and landmarks that have been impacted by riverine flooding in the past. The following data was gathered during riverine flooding events by simple human observation. River flood stage history and information is as follows:

**ESCAMBIA RIVER DATA  
FOR ESCAMBIA COUNTY**

<b><u>GAUGE NAME</u></b>	<b><u>GAUGE HEIGHT</u></b>	<b><u>IMPACT/ RESPONSE ACTIONS</u></b>
Century	17.0	Flood Stage - Considerable overflow begins
Century	19.0	Low pasture land floods - Cattle need to be moved
Century	23.0	Water begins to reach Mystic Springs Road, Worley Road, Bamer Holley Ln and River Bend Road. Approximately 5 homes become isolated in the McDavid and Molino areas. Public boat ramps at Mystic Springs and Fairground Rd are submerged.
Century	23.7	Second highest flood of record - Approximately 8 more homes become isolated and sections of Mystic Springs Road, River Bend Road and Fairground Road are impassable. Water from the river flows into ponds at B&L Catfish Farm on Mystic Springs Road.
Century	24.2	Flood of record (3/18/90) - Up to 1 foot of water enters several homes on Worley Road, Daffin Road and Fairground Road.
Century	37.8	Pre-Record Flood (3/15/29) - No recent history available for levels of flooding above 24.2.

**Note:**

It takes approximately 12 hours for the water at the gauge in Century to reach the McDavid area and approximately 24 hours to reach the next gauge at Quintet Road. With the exception of the barge loading docks at Solutia and Gulf Power's Crist Generating Plant, there are no flooding problems south of Quintet Road.

There are a number of local creeks that flow into the Escambia River south of the gauge. Recent history has shown that the reading in Century may not reflect the potential for flooding problems in the McDavid and Molino areas due to heavy local rainfall.

**PERDIDO RIVER DATA  
FOR ESCAMBIA COUNTY**

There are no official records maintained on this river by the NWS. The USGS does maintain records and it is my understanding that the flooding associated with Hurricane Georges in September 1998 was a record flood. During that event there were 5 homes on River Annex Road that were flooded, at least on business (Ruby's Fish Camp and residence) that were flooded and approximately 25 homes on Hurst Hammock Rd that were flooded. Prior to that event, only the homes on River Annex Rd had reported any flooding. Effective September 2000, the River Forecast Center will begin issuing forecasts for the Perdido River with the established flood stage of 18.5 feet as measured by the gauge at Barrineau Park.

<b><u>GAUGE NAME</u></b>	<b><u>GAUGE HEIGHT</u></b>	<b><u>IMPACT/ RESPONSE ACTIONS</u></b>
Barrineau Park	13.0	The river leaves its banks at Adventures Unlimited on River Annex Road and approaches the building.
Barrineau Park	17.5	Water reaches the edge of Adventures Unlimited Building on River Annex Road.
Barrineau Park	20.5	Water reaches the western edge of River Annex Road at Adventures Unlimited.
Barrineau Park	21.0	Water covers River Annex Road and it becomes unsafe to pass.
Barrineau Park	26.30	<b>Flood of Record.</b> September 29, 1998 (Hurricane Georges) Approximately one foot of water entered the elevated residence to the north of Adventures Unlimited. This was the first time in recent history that residents at Hurst Hammock at the mouth of the Perdido River and Perdido Bay reported any flooding.

**Note:**

It takes approximately 6-8 hours for the water at Barrineau Park to reach the River Annex Road area.

Perdido River at Adventures Unlimited on River Annex Road as they correspond to the river gauge at Barrineau Park:

River Gauge Reading	Corresponding Level at River Annex Road
13.0'	Flood Stage- Water at the base of the tree with the "no parking" sign
17.55'	Base Flood Elevation for Adventures Unlimited
24.06'	Base Flood Elevation for Mr. Greer's house (The house on stilts just to the north of Adventures Unlimited)
25.21'	** High water mark from October 1998 flood in Mr. Greer's house (1.65' above the BFE)

\*\*NOTE: The official reading at Barrineau Park for the flood of record (October 1998) is 26.30'. A berm was constructed (apparently to protect a gas pipeline) after the flood of record below Adventures Unlimited that somewhat restricts the flow of the river. We believe that this may account for the -1.09 foot difference in the official reading and the high water mark in Mr. Greer's house since the 1998 flood. It is possible that when the river level overflows the top of the berm, the level on River Annex Road may come close to agreeing with the levels seen in the previous floods.

In August 2003, Escambia County requested if Mobile Weather would create and updated valid rainfall conversion table for our area, and the following data is what was provided.

The table below represents a conversion table that will take the amount of rainfall in a period of time and translates it into a year event for Escambia County and surrounding jurisdictions. So if Pensacola receives 1.90" of rain in a 30 minute period of time, that will identify the rainfall event as a 2 year rainfall event or if Pensacola received 3.5" of rain in 30 minutes, Pensacola would have experienced a 100-year flood event. This type of information is important not only for informational purposes, but also in relation to building code minimums, NFIP requirements, doing benefit cost analysis for mitigation projects begin considered for various federal grant programs, and how it relates to the FIRM's and the 100 year flood zones that are mapped.

<b>Maximum 1 Tear Rainfall Total (inches) For A Given Time</b>							
	<b>Duration</b>						
<b>City</b>	<b>30 Minute</b>	<b>1 hour</b>	<b>2 hours</b>	<b>3 hours</b>	<b>6 hours</b>	<b>12 hours</b>	<b>24 hours</b>
Mobile	1.70	2.20	2.60	2.90	3.50	4.10	4.90
Pensacola	1.70	2.10	2.70	3.00	3.60	4.20	5.10
Evergreen	1.50	1.90	2.30	2.50	2.90	3.40	3.90
Waynesboro	1.50	1.85	2.25	2.45	2.90	3.30	3.80

**Maximum 2 Tear Rainfall Total (inches) For A Given Time**



City	Duration						
	30 Minute	1 hour	2 hours	3 hours	6 hours	12 hours	24 hours
Mobile	1.90	2.40	3.00	3.40	4.30	5.20	6.00
Pensacola	1.90	2.40	3.10	3.50	4.30	5.40	6.20
Evergreen	1.70	2.10	2.60	2.90	3.50	4.30	5.00
Waynesboro	1.70	2.10	2.55	2.80	3.40	4.20	4.70

**Maximum 5 Tear Rainfall Total (inches) For A Given Time**

City	Duration						
	30 Minute	1 hour	2 hours	3 hours	6 hours	12 hours	24 hours
Mobile	2.30	2.90	3.70	4.20	5.30	6.70	7.70
Pensacola	2.30	2.90	3.80	4.30	5.50	6.90	8.00
Evergreen	2.10	2.60	3.30	3.40	4.50	5.50	6.50
Waynesboro	2.10	2.55	3.30	3.40	4.30	5.40	6.30

**Maximum 10 Tear Rainfall Total (inches) For A Given Time**

City	Duration						
	30 Minute	1 hour	2 hours	3 hours	6 hours	12 hours	24 hours
Mobile	2.60	3.20	4.30	4.80	6.20	7.70	9.10
Pensacola	2.60	3.20	4.30	5.00	6.40	8.00	9.50
Evergreen	2.30	2.90	3.60	4.10	5.20	6.30	7.50
Waynesboro	2.30	2.90	3.70	4.10	5.00	6.10	7.10

**Maximum 25 Tear Rainfall Total (inches) For A Given Time**

City	Duration						
	30 Minute	1 hour	2 hours	3 hours	6 hours	12 hours	24 hours
Mobile	2.90	3.60	4.80	5.50	7.00	8.90	10.50
Pensacola	2.90	3.60	4.90	5.60	7.20	9.00	11.00
Evergreen	2.60	3.15	4.10	4.70	6.00	7.20	8.80
Waynesboro	2.55	3.10	4.20	4.60	5.80	7.00	8.20

**Maximum 50 Tear Rainfall Total (inches) For A Given Time**

City	Duration						
	30 Minute	1 hour	2 hours	3 hours	6 hours	12 hours	24 hours
Mobile	3.10	4.00	5.30	6.00	7.90	9.90	12.00
Pensacola	3.10	3.90	5.50	6.30	8.00	10.00	12.20
Evergreen	2.90	3.60	4.60	5.30	6.60	8.10	10.00
Waynesboro	2.80	3.50	4.50	5.10	6.50	8.00	9.10

**Maximum 100 Tear Rainfall Total (inches) For A Given Time**

City	Duration						
	30 Minute	1 hour	2 hours	3 hours	6 hours	12 hours	24 hours
Mobile	3.50	4.25	5.90	6.80	8.90	10.90	13.10
Pensacola	3.50	4.30	6.00	7.00	9.00	11.10	14.00
Evergreen	3.25	3.80	5.20	6.00	7.50	9.10	11.00
Waynesboro	3.20	3.80	5.00	5.60	7.00	8.80	10.30

Source: Mobile Weather Service, Gary Beeler assigned student assistant to generate data. Provided to Esc. EM 8/25/03

## **Warnings Provided to the Public**

Warnings to the public can be provided several ways:

1. Activating the dialogic (reverse 911) system that will directly call any phone number in an area that can be defined in numerous ways through data sorting or by defining the area geographically on a map.
2. Active the Emergency Alert System. Currently the EAS notification would warn all county residents, not just the affected area.
3. Activate the Cox Cable interrupt system. This allows the Emergency Management to break into the cable system and transmit an emergency message as deemed necessary. The EAS system also is carried through Cox Cable.
4. If necessary, fire and law enforcement would drive the effected areas with Public Address systems and door-to-door notifications with any warnings that are necessary.
5. Various media outlets to include television, radio, and print medias.

## **Warning to the Critical Facilities**

Warnings to specific critical facilities are made through the Emergency Operations Center. All of the critical facilities found in a flood or storm surge zone have actual representation in our Emergency Operations Center during any activation and at a minimum through our communication phone, page and e-mail contact listings. Again, any watches and warnings from the National Weather Service Center in Mobile will be automatically sent as a page to all in our disaster communication list. They get the personal advance notification needed for ay type of impending emergency, when possible, to be able to prepare and respond to any emergency situation. Critical facility maps are provided in Appendix F of the LMS plan.

Contact phone numbers for all notifications for any disaster type is maintained on a daily basis throughout the year, with a formal update process at the beginning of hurricane season each year. Those phone numbers are maintained at the County Division of Emergency Management.

## **E.O.C. Actions and Authority**

The EOC is ready to act on a 24-hour basis. During business hours, information is monitored as part of the daily practice. After hours, the communications center, which is the 24-hour, 911, operations center, monitors the local situations and can notify the EOC representative on-call at any time that is deemed necessary through the notification protocol. The WX Message system is also set up to page appropriate staff of any warnings or watches that have been issued by the National Weather Service in Mobile, Alabama, with the actual warning message transmitted on the page for immediate response if necessary. The warnings from Mobile Weather would include specific river information for those rivers impacted. Then the rivers can be specifically monitored on-line from the EOC or any other internet access location. The CEMP can be put in place if needed, utilizing the communication process for notifying additional staff if activation is necessary.

Any actions taken to notify, warn, evacuate, respond, and recover from flooding events will be provided through the Comprehensive Emergency Management Plan (CEMP). The Director of Public Safety, the Emergency Management Chief, and any other authorized designee, as defined by the CEMP, will determine the authority for any actions taken. See the EOC Activation SOG for guidelines for activating the EOC.

### **Exercise the Plan**

The Flood Warning Plan is exercised at a minimum of once per year in a table-top exercise. Because the actions taken in response to flooding situations would typically fall under the actions found in the CEMP, and since the players and participants are all the same for any type of event that impacts Escambia County, any response to a natural or man-made disaster will cause by default, an exercise in the potential actions that may be needed in response to a flooding event.

### **Estimated Costs in Flood Response:**

In 2003, the Division of Emergency Management made an attempt to estimate the cost of each 911 call regarding flooding calls. Typically each call is received in the 911 communications center, and per typical protocol, Emergency Management becomes involved in the process, either through a fully activated EOC or during a heavy storm that may roll through where the EOC is not activated. The EOC/911 communications center would either personally visit each flooding call location, or dispatch a fire services vehicle and staff to the scene for verification of an emergency or not. As a matter of protocol, the County Road Department will also respond to the scene carrying several staff and inmate labor, with equipment. Sometimes that equipment could be heavy equipment providing labor intensive and expensive remedies to a real problem.

Emergency Management looked at small sample of calls that impacted 911 communications, Emergency Management, Fire Services, and the Road Department, taking the average of both extremes in services from no action taken, to full blown, everyone responding, and water being vacuumed away and deposited elsewhere. The average cost per call is calculated below:

Estimated Costs Per Flood Call			
2010-SWAG			
2 hour call			
Response to a property complaining about flooding			
These are estimated minimum costs per one homeowner response			
			estimated costs per call
<b>Fire Services:</b>			
approx. equipment engine company-2 hour call		\$ 642.00	total \$ 762.00
manpower-		\$ 120.00	
per John Sims		\$ 762.00	
<b>Road Department</b>			
			\$ 306.95
<p>Time involved with the call is to have a supervisor go out to the home with county vehicle and gas, evaluate any action if any, then if sand bags are needed, a full crew to deploy sand bags with a truck will be needed.            Average cost per call generated from sample of calls from full scale response to just a quick site visit.            Requested updated information August 2, 2007-response never received, used old data            Requested updated information December 2009 twice-response never received, used old data</p>			
<b>Emergency Management</b>			
Director/Chief involvement	41.58	} \$33.43/hr ~ X2 hours	\$67
Staff involvement (includes wages and benefits)	25.29		misc. costs
Time is the involvement with the call at the office and then to do a site visit to determine what action to take if any, as the EM is the division responsible for the course of action regarding sandbags. Estimate two hours of staff time per call, plus incidentals, fuels, phone usage, etc.			
<b>Call to 911</b>			
cost per call			\$ 6.01
total estimated cost per call			\$ 1,161.96

<b>Fire Services:</b>			
Per John Sims January 2010			
<b>Road Department</b>			
Duane Chase provided original information:			
<b>Emergency Management</b>			
Per JD/Brad			
<b>911-communications (2010 est.)</b>			
Bob Boschen reverified figures December 2010			
These are just direct costs, not including indirect management costs:			
495 calls/day			
20.63 calls/hr			
.344 calls/minute			
estimate 10 minutes per call	10 minutes a call**		
\$22,198 month for phone bill			
\$22,198/30 days/495 call	1.50/call	1.50/call	
\$650,000 for 911 equipment			
est 15 year depreciation			
650,000/15/365/495	.24/call	.24/call	
6 people in communications center (ave)	\$14.69/hr ave. salary		
	\$88.14/ hr for six employees		
	\$2,115.36 per day for labor	4.27/call	911/communication: \$ 6.01
	\$2,115.36/495 calls		
** Off the cuff estimate to include taking the call and managing the dispatch of that call. Statistics are not kept on this information.			

# APPENDIX L

## Escambia County General Public Shelters

Bellview Elementary School  
Bldg. 5-Classrooms  
4425 Bellview Avenue  
Pensacola, Florida 32526  
Capacity: 309

Blue Angels Elementary School  
1551 Dog Track Road  
Pensacola, Florida 32506  
Capacity: 1,859

Ferry Pass Middle School  
Bldg. 4  
8355 Yancey Avenue  
Pensacola, Florida 32514  
Capacity: 311

Lipscomb Elementary School  
10200 Ashton Brosnaham Road  
Pensacola, Florida 32534  
Capacity: 1,904

Longleaf Elementary School  
Bldg. 2  
2600 Longleaf Drive  
Pensacola, Florida 32526  
Capacity: 392

Molino Park Elementary School  
Public and Pet Shelter  
Bldg. 1,2,3,4,5  
899 Highway 97  
Pensacola, Florida 32577  
Capacity: 2,225

Northview High School  
Bldg. 1  
4100 West Highway 4  
Century, Florida 32535  
Capacity: 1,260

Pensacola High School  
Gymnasium  
500 West Maxwell Street  
Pensacola, Florida 32501  
Capacity: 728

Tate High School  
Cafeteria  
Gym  
1717 Tate School Road  
Pensacola, Florida 32533  
Capacity: 1,814

University of West Florida  
Bldg. 13-Archeology and Physics Building  
Bldg. 72-Health, Leisure, Sciences Building  
11000 University Parkway  
Pensacola, Florida 32514  
Capacity: 2,675

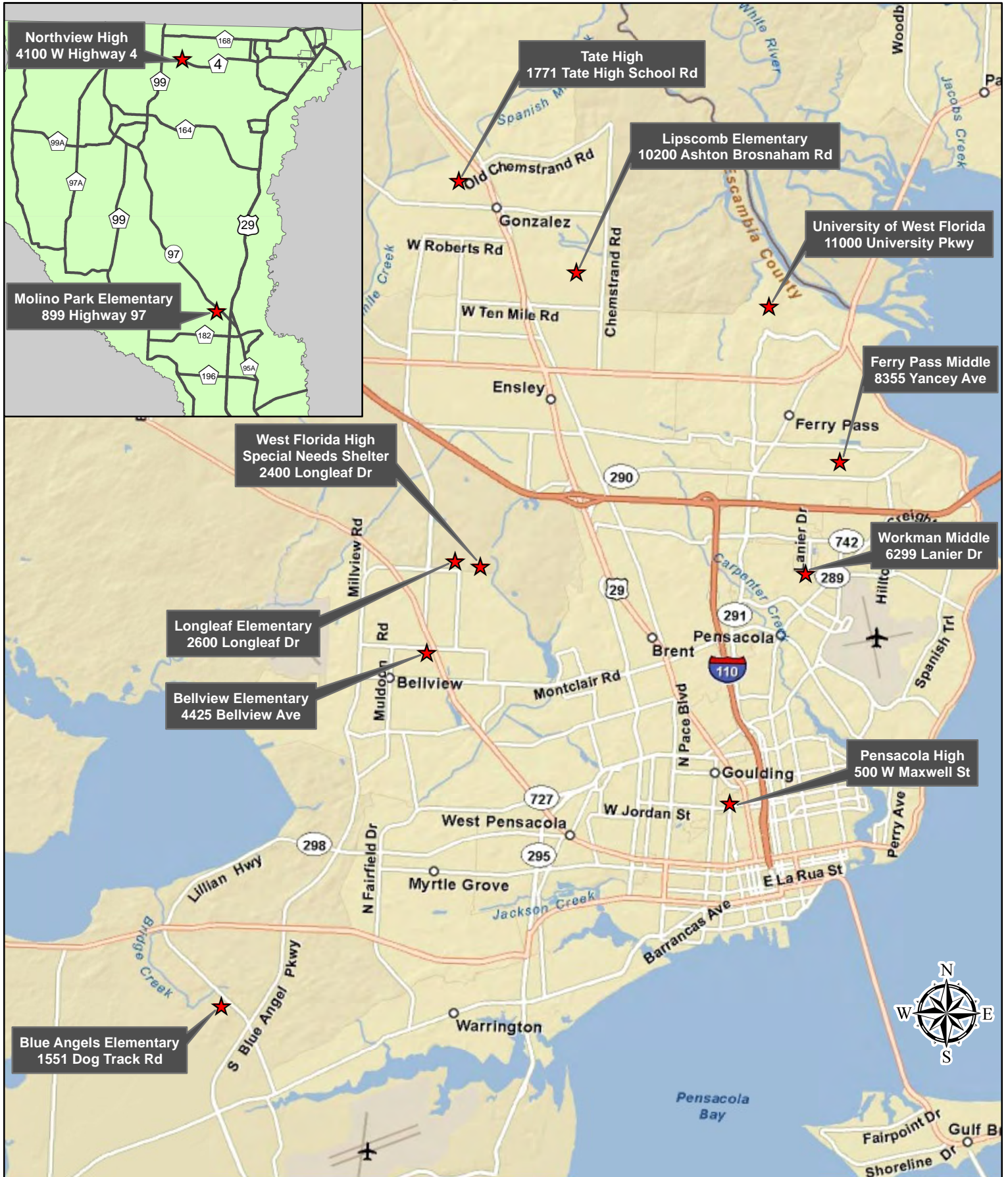
Workman Middle School  
Bldg. 7  
6299 Lanier Drive  
Pensacola, Florida 32504  
Capacity: 286

**Special Needs Shelter:  
Pre-Registration Recommended**  
West Florida High School  
Buildings 25 & 26  
2400 Longleaf Drive  
Pensacola, Florida 32526

*\*\*Changes may occur each year due to facility remodeling, closures, maintenance, and other potential impacts. Please check [www.bereadyescambia.com](http://www.bereadyescambia.com) or call the Division of Emergency Management to validate the shelter list each year.*

# APPENDIX M

# Escambia County Hurricane Shelters



0 2 4 6 Miles

1 in = 2 miles



This map was created by the Escambia County Public Safety Bureau, and is provided for informational purposes only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Escambia County Emergency Management  
Public Safety Bureau  
James Ireland 2/16/2011



# APPENDIX N

Escambia County  
Fire Prevention and Protection  
Chapter 50, Article I

ARTICLE I. IN GENERAL

Sec. 50-1. Fireworks and open burning prohibitions.

(a) *Delegation of duties.* The board of county commissioners hereby delegates to the fire chief, as designated pursuant to section 50-2 of the Escambia County Code of Ordinances, the authority to implement this section by issuing such orders as are necessary and proper, coordinating enforcement activities, and otherwise carrying out the section's provisions, subject only to the direction and control of the board of county commissioners.

(b) *Fire safety prohibition.* The carrying out of open burning (to include but not be limited to, campfires, wildfires, bonfires, trash burning, and other similar forms of incineration), are hereby prohibited in both the unincorporated and incorporated areas of Escambia County, whenever either (a) the Florida Division of Forestry Drought Index meets or exceeds 700 in any area of the county, or the fire chief shall issue an order of prohibition on behalf of the county imposing the ban described herein, or (b) the fire chief otherwise determines that there exists an immediate fire-borne threat to the public health, safety and welfare of the residents of Escambia County. Once enacted pursuant to this section, an order of prohibition shall remain in effect until later terminated by the fire chief as provided in subsection (f), herein.

(c) *Fireworks.* The use or explosion of fireworks, as defined in F.S. (2006) § 791.01, is hereby prohibited within Escambia County. In addition, during a declared burn ban, use of incendiary devices otherwise exempted by F.S. § 791.01, including but not limited to sparklers, snakes or glow worms, smoke devices, trick noisemakers, party poppers, booby traps, snappers, trick match, cigarette loads and auto burglar alarms, is also prohibited.

(d) *Exemptions.*

(1) Pursuant to F.S. (2006) ch. 791, this section shall not apply to state-permitted burns, authorized public fireworks displays and fireworks sales which are authorized by state law, including where the wholesale seller directly ships such fireworks outside of Escambia County, without the purchaser participating in any such shipment except the purchaser may pay for the costs of shipping. Agricultural use of fireworks, as permitted by F.S. (2006) § 791.07, shall not be impaired by this section; however, the use of fireworks or incendiary devices as in subsection (c) during a declared burn ban shall be prohibited for the duration on the ban.

(2) This section also shall not apply to outdoor cooking in barbeque grills, smokers, or other outdoor stoves located at private residences.

(e) *Enforcement.* The Escambia County Sheriff's Department, county code enforcement officers, City of Pensacola Police Officers, and other state law enforcement officers, shall in conjunction with their official duties imposed by state law or local ordinance, enforce the provisions of this section. Any law enforcement officer issuing a notice to appear or making an arrest pursuant to this section also shall seize any subject fireworks for the purpose of preserving such fireworks as evidence of this violation.

(f) *Penalties.* Any person, firm, corporation, or other entity in violation of the terms of this section, upon conviction in county court, shall be punished as provided for in article III of chapter 30 of the Escambia County Code of Ordinances, or in F.S. (2006) § 125.69(1).

(g) *Termination of fire safety prohibition.* The prohibition set forth in subsection (b) shall be terminated by public notice issued by the fire chief when the Florida Division of Forestry Draught Index, as applied to Escambia County, falls below 450 in all areas of the county and the fire-borne threat otherwise has ended. However, should any threatening condition, which initially triggered such a prohibition, thereafter once again reassert itself, then such a prohibition would again become effective, upon the order of the fire chief.

(Ord. No. 2000-21, Art. II, §§ 1--6, 6-15-2000; Ord. No. 2006-89, § 1, 12-7-2006; Ord. No. 2008-57, § 1, 11-20-2008)

Sec. 50-2. Fire chief as fire official; powers and duties.

The Escambia County Board of County Commissioners designates the Escambia County Fire Chief as the fire official for all unincorporated areas within the boundaries of Escambia County. The duties of the fire chief shall include, but not be limited to: the development and management of all standard operating procedures and guidelines governing the procurement, maintenance, management, training, and operation of any and all paid and volunteer personnel, apparatus, equipment, facilities, and any agreements that Escambia County utilizes to provide emergency services, fire suppression services, rescue services; and fire prevention services. Such policies and guidelines shall be documented and subject to annual review.

(Ord. No. 2008-57, § 2, 11-20-2008)

Sec. 50-3. Fire marshal as fire code official; powers and duties.

The Escambia County Fire Chief, as Escambia County's designated fire official, may designate an Escambia County Fire Marshal as the fire code official with authority to enforce F.S. ch. 633, the Florida Fire Prevention Code, and any other state regulations implementing the Florida Fire Prevention Code. In carrying out his or her duties, the fire marshal, or the fire marshal's designee, is authorized:

(a) To develop, conduct, and coordinate fire prevention programs and activities to reduce the loss of life and property caused by fire; and

(b) To conduct initial investigations of the origin and cause of fires to determine whether the fire was the result of carelessness or design pursuant to F.S. § 633.03, and the Florida Fire Prevention Code.

(c) To conduct inspections of any and all buildings pursuant to F.S. § 633.081, and the Florida Fire Prevention Code; and furthermore, pursuant to the Florida Fire Prevention Code, to require the submission of applications for the review of plans, to issue permits, and to collect inspection fees as may be adopted by resolution of the board of county commissioners.

(Ord. No. 2008-57, § 2, 11-20-2008)

Sec. 50-4. Enforcement.

The fire chief or fire marshal may enforce the provisions of this chapter and the Florida Fire Prevention Code by utilizing the procedures established by F.S. § 633.052. These enforcement procedures may include the special master hearing procedure established under chapter 30, article II, of the Escambia County Code of Ordinances and the civil citation procedure established by chapter 30, article III, of the Escambia County Code of Ordinances.

(Ord. No. 2008-57, § 2, 11-20-2008)

Secs. 50-5--50-30. Reserved.

# APPENDIX O

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA DIRECTING THAT THE NATIONAL INCIDENT MANAGEMENT SYSTEM BE UTILIZED FOR ALL DOMESTIC INCIDENT MANAGEMENT IN ESCAMBIA COUNTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in Homeland Security Directive (HSPD-5), the President directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which will provide a consistent nationwide approach for local, state, federal, and tribal governments to work reciprocally, efficiently, and proficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity; and

WHEREAS, the collective input and guidance from all local, state, federal, and tribal homeland security partners has been, and will continue to be, vital to the development and successful implementation of a comprehensive all hazards management system; and

WHEREAS, it is necessary that all federal, state, and local emergency management agencies and personnel, including Escambia County, coordinate their efforts to provide the highest levels of proficient incident management; and

WHEREAS, to facilitate incident management, it is critical that local, state, and federal organizations utilize standardized terminology, standardized organizational structures, and uniform personnel qualification standards. In addition, it is imperative to facilitate uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the NIMS offers such standardized procedures for managing personnel, communications, facilities, and resources; and

WHEREAS, the NIMS assists in the overall improvement of Escambia County's ability to receive and utilize federal funding, enhance local and State agency readiness, and streamline incident management processes; and

Verified By: P. Cotton  
Date: 9-6-05

WHEREAS, the Incident Command System components of NIMS are already an essential part of various incident management activities throughout the County, including all public safety and emergency response organizations training programs; and

WHEREAS, the Escambia County Comprehensive Emergency Management Plan (CEMP) is being updated to reflect this NIMS compliance; and

WHEREAS, the Board of County Commissioners now finds that it is in the best interest of the health, safety, and welfare of the citizens of Escambia County that the County hereby adopts the National Incident Management System.

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

Section 1. That Escambia County hereby formally adopts the National Incident Management System (NIMS) as its system for efficiently preventing, preparing for, responding to, and recovering from domestic incidents in this County.

Section 2. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 1st day of September, 2005.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: [Signature]  
J. W. Dickson, Chairman

ATTEST: Ernie Lee Magaha,  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk



Certified to be a true copy of the original on file in this office. Witness my hand and official seal.  
ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County, Florida  
By: [Signature] D.C.  
Date: 9-1-05

Date Executed  
9-2-2005

Date BCC Approved  
9-1-2005

This document approved as to form and legal sufficiency  
By: [Signature]  
Title: ACA  
Date: 17 Aug 05

# APPENDIX P

## Escambia County Terrorism Incident Response Annex

### I. Definitions

**Biological Weapon** - Microorganisms or toxins from living organisms that have infectious or noninfectious properties that produce lethal or serious effects in plants and animals.

**Comprehensive Emergency Management Plans (CEMP)** - The documentation of a planning process required by Chapter 252, Florida Statutes, at the state and county level to establish policies and procedures needed to prepare for, respond to, recover from, and mitigate the impacts of all types of natural, technological, and criminal/hostile disasters.

**Chemical Weapon** - Solids, liquids, or gases that have chemical properties that produce lethal or serious effects in plants and animals.

**Community Emergency Response Teams (CERT)** - Groups of individuals from the general public organized on the neighborhood level and provided training to conduct initial search, rescue and emergency medical operations during a disaster until relieved by local emergency response organizations.

**Cyber Terrorist Attack** - An intentional effort to electronically or physically destroy or disrupt computer network, telecommunication, or Internet services that could threaten critically needed community services or result in widespread economic consequences.

**Department of Environmental Protection (DEP) Environmental Response Team (ERT)** – A special team consisting of Department of Environmental Protection environmental investigators, emergency responders and uniformed officers along with representation from the departments of Health, Transportation, and Agriculture and Consumer Services, and the United States Environmental Protection Agency’s Investigative Division. The ERT is available to support incident commanders with hazardous material issues but is not limited to hazardous material and industrial chemicals. The Environmental Response Team personnel can be on scene within three hours and the full team deployed within twelve hours of notification.

**Emergency Operations Center (EOC)** - A centralized facility housing representatives of emergency support functions for purposes of the identification, mobilization, coordination, and allocation of personnel, equipment, and materials to support the unified command at the incident scene. **Local Emergency Operations Center** refers to either a county and/or a municipal Emergency Operations center. Escambia County’s EOC is located at 6575 North “W” Street, Pensacola, Florida 32505

**Emergency Support Function (ESF)** - That portion of a comprehensive emergency management plan that describes a grouping of similar or interrelated support activities necessary for managing the impacts of a disaster.

**Florida Infrastructure Protection Center (FIPC)** - 24-hour/7 days-a-week alert center for tracking acts of cyber terrorism, including cyber crime and computer hacking, aimed at Florida's government, financial services, utility, and other critical infrastructures. It functions in coordination with the National Infrastructure Protection Center (NIPC).

**Forward Coordinating Team** - A group of representatives of the Federal organizations mobilized to a terrorist incident scene to advise the local unified command.

**Fusion Center** - a collaborative effort of state and federal agencies working in partnership with local partners to share resources, expertise, and/or information to better identify, detect,



prevent, apprehend and respond to criminal and terrorist activity utilizing an all crimes/all hazards approach. The multidisciplinary approach of a fusion center increases the awareness of potential threats and enhances what has traditionally been a law enforcement mission.

**Incident Command System (ICS)** - A standardized management system designed for control and coordination of field emergency response operations under the direction of an Incident Commander through the allocation and utilization of resources within pre-defined functional and/or geographic areas.

**Joint Coordinating Element (JCE)** – A terrorism/WMD incident will involve the response of Federal agencies including the Federal Bureau of Investigation (FBI). Presidential Decision Directive/NSC-39 (PDD-39) outlines federal response and places the FBI as the federal lead for crisis management during a terrorism/WMD incident. Other agencies of the Federal Government provide assistance to state and local agencies as outlined in the National Response Framework, Terrorism Incident Response Annex. Federal agencies will co-locate in a Joint Coordinating Element and liaison with the local authority. Florida responders should be familiar with this operational plan in order to accommodate federal agencies in to the Unified Command structure.

**Joint Information Center (JIC)** - A location and/or operational unit staffed by the public information officers of all key responding agencies, impacted jurisdictions, or other groups closely involved in the incident in order to provide for coordination and consistency in media management operations.

**Joint Operations Center (JOC)** - The location at or near the scene of a terrorist incident from where Federal response operations in crisis management are coordinated.

**National Pharmaceutical Stockpile (NPS)** - A national repository of antibiotics, chemical antidotes, life-support medications, IV administration and airway maintenance supplies, and medical/surgical items that is designed to re-supply state and local public health agencies in the event of a biological and/or chemical terrorism incident anywhere, at anytime within the United States.

**Potential Threat Elements (PTE)** - Any group or individual regarding which there are allegations or information indicating a possibility of the unlawful use of force or violence, specifically the utilization of a weapon of mass destruction, against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of a specific motivation or goal, possibly political or social in nature.

**Public Information Officer (PIO)** - An individual from an organization or jurisdiction participating in the event that is designated to prepare and release public information regarding the situation and the response.

**Regional Domestic Security Response Resources** - Pre-designated emergency responders from local agencies and organizations that are specifically trained and equipped to support the local incident commander at the scene of a terrorist incident involving a weapon of mass destruction at any location in the state.

**Regional Domestic Security Task Force (RDSTF)** - Pursuant to FS 943.0312, the Florida Department of Law Enforcement (FDLE) has established a Regional Domestic Security Task Force (RDSTF) in each of its seven operations regions. The RDSTFs are the means through which the Commissioner of FDLE executes the crisis management responsibility.

**Regional Response Coordination Center (RRCC)** - An emergency coordination center established by the Federal Emergency Management Agency that is used for coordination of Federal resource requests.

**State Regional Operations Center (SROC)** – A major Florida Department of Law Enforcement regional office that is capable of establishing limited operational coordination. There is a Center located within each of seven regions throughout the State.

**Terrorism** – Terrorism, as defined in Chapter 775.30, Florida Statutes, is an activity that involves a violent act or an act dangerous to human life which is a violation the criminal laws of this state or of the United States or involves a violations of s.815.06, Offenses against Computer Users and is intended to intimidate, injure, or coerce a civilian population, influence the policy of a government by intimidation or coercion or affect the conduct of government through destruction of property, assassination, murder, kidnapping, or aircraft piracy.

**Unified Command** - The adaptation of the Incident Management System in which all key local, state, and/or Federal agencies cooperatively participate in planning, decision-making and resource coordination in support of the designated Incident Commander.

**Weapon of Mass Destruction (WMD)** - (1) Any explosive, incendiary, bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or device similar to the above; (2) poison gas; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

## II. Introduction

The historic, demographic, social and political makeup of Escambia County has proven it could be a possible target of terrorism and/or the use of Weapons of Mass Destruction (WMD).

Escambia County was in the national spotlight on December 24, 1985 when the first of several domestic terrorist incidents related to abortion issues resulted in the bombing of a women's clinic in Pensacola.

Pensacola is also the home of a Naval Air Station and the navy's pre-eminent aviation unit, the Blue Angels, which contributes to the risk of foreign and domestic threats and/or the use of WMD.

Terrorism, as defined by U.S.Code Title 22, Ch. 38, Para. 2656f(d)(2), “...means premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents;” Several acronyms for the tools from which to carry out a terrorism act has evolved over the years to include biological, nuclear, incendiary, chemical or explosive materials (B-NICE), or chemical, biological, radiological, nuclear, and explosives (CBRNE). Neither contains all of both, but the fact remains, whether it is CBRNE or B-NICE, they are tools of the act of terrorism. With the dependence of computers growing with each moment of everyday, we must also not forget the potential for cyber-terrorism, a new letter for the acronym dictionary.

With the exception of cyber-terrorism, it is imperative to remember, specifically as first responders, incidents that are believed to be terrorist acts will be treated as a hazardous materials incident with the additional complicating factor that it is also considered a crime scene. First responder safety is paramount. But as first responders respond, being aware of the surroundings and disturbing the crime scene as little as possible, is significant in the manner in which all first responders respond.

This annex is not designed to provide actual procedures and protocols. Procedures and protocols have been designed to support this annex and the County CEMP and will be managed and implemented by individual agencies and organizations that provide those specific on-scene services, to include law enforcement, fire-rescue, emergency medical services, and other local support agencies as it may relate to clean-up and disposal. This annex will provide broad responsibilities with the specific notification process to engage those responsible response agencies for a response

to a potential incident.

### **III. Authorities/References**

#### **1. LOCAL**

- Escambia County Comprehensive Emergency Management Plan
- Escambia County Emergency Operations Center Standard Operating Procedures
- Escambia County Fire Department Local Protocols
- Escambia County HAZMAT Team Response Protocols
- Escambia County Emergency Medical Services HAZMAT Protocols
- CFR 1910.120 Hazardous Materials Operations
- Emerald Coast Utilities Authority Facilities Operations Plans
- Emerald Coast Utilities Authority Engineering Manual
- Emerald Coast Utilities Authority Emergency (Disaster) Plan

#### **2. STATE**

- Chapter 252, Florida Statutes (Florida Department of Community Affairs)
- Chapter 943, Florida Statutes (Florida Department of Law Enforcement)
- Chapters 154 & 381, Florida Statutes (Florida Department of Health)
- State of Florida Terrorism Incident Response Plan (Annex B to the State of Florida Comprehensive Emergency Management Plan)
- RDSTF Standard Operations Guide, Regional Multi Agency Coordination Groups August 2008
- Florida Comprehensive Emergency Management Plan/Protocol, Response to Suspicious Letter or Container with a Potential Biological Threat
- Northwest Florida Regional Domestic Security Task Force, Regional Protocol
- Florida Regional Domestic Security Task Force Standard Operations Template-DRAFT (11/16/2006)
- RDSFT State Working Group on Domestic Preparedness, Public Information and Joint Information System (JIS) and Joint Information Center (JIC) Protocol

#### **3. FEDERAL**

- National Response Framework (NRF)
- National Incident Management System (NIMS)
- Homeland Security Presidential Directive (HSPD) 5, 7, & 8
- Presidential Decision Directive (PDD)- 39 unclassified
- PDD- 62 unclassified
- PDD- 63 unclassified
- Established State/Federal Health Guidelines
- FEMA's Guide for All-Hazard Emergency Operations Plan, Attachment G
- The U.S. Government Interagency Concept of Operations Planning

### **IV. Assumptions**

The following assumptions are being provided to:

- a. A terrorist incident may be made readily apparent to the responding organizations by the characteristics of the impacts or a declaration on the part of the perpetrators, or may be very

difficult to initially detect and identify because of uncertainty as to the cause or extent of the situation.

- b. The resources and/or expertise of local agencies could quickly be depleted by a response to a major terrorist incident and its consequences. Extensive use of Area, State, and Federal resources and intrastate mutual aid agreements must therefore be anticipated.
- c. Specialized resources, as well as those normally utilized in disaster situations, will be needed to support the response to a terrorist incident. Such resources may not be located in the Area or in the State of Florida.
- d. Resources from local, state, and federal agencies, as well as from private organizations, will be made available on a timely basis upon request and as appropriate.
- e. All state and local response agencies and organizations will establish and participate in a unified command structure at or near the scene, with the potential of the EOC being activated as the size of the incident response may dictate the need for it.
- f. Federal agencies with statutory authority for response to a terrorist incident, or for the geographic location in which it occurs or has impacted, will participate in and cooperate with the unified command structure established by the responding local jurisdiction.
- g. A terrorist event may result in the timely activation of the County Comprehensive Emergency Management Plan. When needed, the Florida Division of Emergency Management (DEM) will activate the State Comprehensive Emergency Management Plan (CEMP), and the Federal Emergency Management Agency (FEMA) will activate the National Response Framework (NRF) in support of the local response effort.
- h. This annex assumes the local resources and procedures for such related operations as hazardous material response, mass casualty incident management, law enforcement, search and rescue, and others will be in place for those appropriate responding agencies and will be utilized when needed during a terrorist incident.
- i. Should the EOC and the CEMP be activated, the response will be coordinated utilizing the ESF concept within the EOC, with significant efforts being coordinated through ESF 3, 4, 6, 9, 10, and 16 utilizing the process within the CEMP that this annex supports.
- j. For terrorist events involving weapons of mass destruction, there may be a large number of casualties. Injured or ill victims will require specialized medical treatment, potentially including decontamination and medical facilities and may require establishing temporary medical operations in the field. Fatally injured victims may be numerous and their bodies contaminated or infectious. Special mortuary arrangements are likely to be necessary.
- k. For terrorist incidents involving damage or disruption to computer systems, telecommunication networks, or Internet systems; disturbance to vital community networks for utilities, transportation, or communication; and/or could endanger the health and safety of the population at risk, interrupt emergency response operations, and result in substantial economic losses.
- l. There will be extensive media interest in a terrorist event and media management operations will require resources beyond those needed for other types of emergency management operations.

## **V. Purpose**

This annex establishes the policies and programs that will be utilized by local agencies to prepare for, respond to, and recover from a threatened or actual emergency resulting from a terrorist attack. This annex supports the County Comprehensive Emergency Management Plan (CEMP) in how it responds utilizing the Incident Command System with the roles and responsibilities outlined within the CEMP itself.

## **VI. Scope**

Awareness to the potential threat or the result of an incident as a terrorist act is all first responder's responsibilities. Response is a coordinated effort by all response agencies utilizing the Incident Command System.

### **Primary Objectives in Response to a Terrorist Act**

The following points are the main objectives for the first responders to a terrorist incident:

- 1) Protect the lives and safety of the citizens and first responders;
- 2) Isolate, contain, and/or limit the spread of any cyber, nuclear, biological, chemical, incendiary, radiological, or explosive devices;
- 3) Identify the type of agent/devices used;
- 4) Identify and establish control zones for the suspected agent used;
- 5) Ensure emergency responders properly follow protocol and have appropriate protective gear;
- 6) Identify the most appropriate decontamination and/or treatment for victims;
- 7) Establish victim services;
- 8) Notify emergency personnel, including medical facilities, of dangers and anticipated casualties and proper measures to be followed;
- 9) Notify appropriate State and Federal agencies;
- 10) Provide accurate and timely public information;
- 11) Preserve as much evidence as possible to aid in the investigation process;
- 12) Protect critical infrastructure;
- 13) Fatality management; and
- 14) Protect property and environment.

## **A. RESPONSIBILITIES**

The authorities detail the specific responsibilities that each level and functional agency of government will possess during a terrorism incident and/or the use of WMD. Keeping in mind, that through the Unified Command Structure in a terrorist incident, the incident itself may require response from numerous agencies to include fire, EMS, and law enforcement, and not only may there be a need to respond to a fire, a HAZMAT situation, with a need to respond to the medical needs of those impacted, and the fact that the scene is also a crime-scene,

### **1. LOCAL**

- As outlined within the Escambia County Comprehensive Emergency Management Plan.
- As outlined within this Terrorism Annex.
- As outlined within local agency's specific plans, policies and procedures.
- Added Local Responsibilities.
- Implementation of the Notification, Alert and Warning system described herein.
- Recurring training on terrorism/WMD incident recognition for all first responders.
- Responsibilities identified in the subsequent Escambia County Terrorism SOP.

### **2. STATE**

- As outlined within the State of Florida Comprehensive Emergency Plan.
- As outlined within the Terrorism Incident Response Annex to the CEMP.
- As outlined within state agency's specific plans, policies and procedures.
- As outlined by the Regional Domestic Security Task Force (RDSTF).

### **3. FEDERAL**

- As outlined within the National Response Framework.
- As outlined within Presidential Decision Directives - 5, 7, 8, 39, 62 & 63

- As outlined within the Terrorism Incident Response Annex to the FRP.
- As outlined within federal agency's specific plans, policies and procedures.

## **B. PREPAREDNESS**

### **Local Vulnerability Assessments**

Much effort has gone into the intelligence community in an effort to detect, deter, and/or stop potential terrorist incidents from occurring. The law enforcement community at the local, State, and federal level have created programs, processes, teams, and task forces to try and reduce the threat of terrorism in this country. Within that effort, there is an infrastructure assessment process that identifies critical infrastructure within every community, and assesses the potential risks, vulnerabilities, and hazards that may increase the chances of a facility or operation to be targeted within a community.

Unfortunately, there is no one process or program that is capturing vulnerability assessments on facilities or operational programs. Some efforts are hazard specific, whether man-made or natural hazards, some efforts only capture a piece of a broader type of hazard. There are some efforts underway to try and consolidate the assessment data, but it is currently very slow going, at best.

The data that is collected, and can be found in different databases, is designed to be utilized by planners to prioritize mitigation efforts against specific hazards for those facilities, and can be utilized by on-scene response agencies to quickly learn everything possible about a particular facility that may have been impacted by disaster, the potential hazardous contents that they need to be wary of when entering a facility, if at all, and the environment around the facility that could pose additional risks to infrastructure and first responders. For example, it may be valuable to know that an accounting business that is currently on fire is located next to an ice manufacturing plant that has numerous storage tanks filled with hazardous materials. Not only do first responders need to know what those chemicals may be, but need to know to protect those tanks from the potential fire from the building next door.

Efforts are underway from a variety of agencies with a different perspective on gathering this assessment data. Assessments are being done by some local, State, and federal agencies;

1. Local Mitigation Strategy (LMS) groups have done limited public infrastructure vulnerability assessments against natural hazards such as flooding and hurricanes. Data is collected and maintained in excel spreadsheets.
2. Local emergency management, working through the State of Florida maintains a vulnerability assessment on "302" type facilities that maintain a minimum supply of certain types of hazardous materials on-site. This data is maintained through a program called Computer-Aided Management of Emergency Operations (CAMEO)
3. The Local Emergency Planning Council (LEPC) utilizes a Hazardous Materials Information Resource System database to maintain information on specific types of hazardous materials facilities. This data is available to local fire departments, law enforcement agencies, and HAZMAT teams to enhance response information and capabilities.
4. The Florida Department of Environmental Protection Agency maintains a Small Quantities Generator database for generators that have small fuel storage tanks on site.

5. Florida Division of Emergency Management, through local emergency management programs maintains assessments and critical facilities lists through spreadsheets and a GIS database that is assessed based upon natural disaster impacts and the need for power restoration to support critical service operations.
6. The Florida Department of Law Enforcement implements a federal program, focused on domestic security and the potential threats and vulnerabilities of such on critical infrastructure and maintains their data in another database called Automated Critical Asset Management Systems (ACAMS)
7. The Environmental Protection Agency has a Risk Management Plan that has a process to capture assessment data.

And there may be many other databases of information that are being collected by other agencies. Depending upon the specific incident type, those agencies with the specialty for response will have access to information resources to enhance their response capabilities.

These assessment databases continue to be developed, new site locations assessed and added to the databases, and with a need to update the data over time due to changes to facilities, their operations, their storage capacities and contents, as well as, the constant changes in their external environments through local development and redevelopment efforts of the community.

### **Notification, Alert, and Warning System**

In the wake of the *9/11* incident, the federal government developed the Homeland Security Advisory System (HSAS) to provide a comprehensive and effective means to disseminate information regarding the risk of terrorist acts to federal, State, and local authorities and to the American people. The system provides warnings in the form of a set of graduated "Threat Conditions" that would increase as the risk of the threat increases. At each Threat Condition, Federal departments and agencies would implement a corresponding set of "Protective Measures" to further reduce vulnerability or increase response capability during a period of heightened alert.

This system is intended to create a common vocabulary, context, and structure for an ongoing national discussion about the nature of the threats that confront the homeland and the appropriate measures that should be taken in response. It seeks to inform and facilitate decisions appropriate to different levels of government and to private citizens at home and at work.

### **Severe Condition (Red)**



A Severe Condition reflects a severe risk of terrorist attacks. Under most circumstances, the Protective Measures for a Severe Condition are not intended to be sustained for substantial periods of time. In addition to the Protective Measures in the previous Threat Conditions, Federal departments and agencies also should consider

the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:

1. Increasing or redirecting personnel to address critical emergency needs;
2. Assigning emergency response personnel and pre-positioning and mobilizing specially trained teams or resources;
3. Monitoring, redirecting, or constraining transportation systems; and
4. Closing public and government facilities.

### High Condition (Orange)



A High Condition is declared when there is a high risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Conditions, Federal departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures that they will develop and implement:

1. Coordinating necessary security efforts with Federal, State, and local law enforcement agencies or any National Guard or other appropriate armed forces organizations;
2. Taking additional precautions at public events and possibly considering alternative venues or even cancellation;
3. Preparing to execute contingency procedures, such as moving to an alternate site or dispersing their workforce; and
4. Restricting threatened facility access to essential personnel only.

### Elevated Condition (Yellow)



An Elevated Condition is declared when there is a significant risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Conditions, Federal departments and agencies should consider the following general measures in addition to the Protective Measures that they will develop and implement:

1. Increasing surveillance of critical locations;
2. Coordinating emergency plans as appropriate with nearby jurisdictions;
3. Assessing whether the precise characteristics of the threat require the further refinement of preplanned Protective Measures; and
4. Implementing, as appropriate, contingency and emergency response plans.

### Guarded Condition (Blue)



This condition is declared when there is a general risk of terrorist attacks. In addition to the Protective Measures taken in the previous Threat Condition, Federal departments and agencies should consider the following general measures in



addition to the agency-specific Protective Measures that they will develop and implement:

1. Checking communications with designated emergency response or command locations;
2. Reviewing and updating emergency response procedures; and
3. Providing the public with any information that would strengthen its ability to act appropriately.

### Low Condition (Green)



This condition is declared when there is a low risk of terrorist attacks. Federal departments and agencies should consider the following general measures in addition to the agency-specific Protective Measures they develop and implement:

1. Refining and exercising as appropriate preplanned Protective Measures;
2. Ensuring personnel receive proper training on the Homeland Security Advisory System and specific preplanned department or agency Protective Measures; and
3. Institutionalizing a process to assure that all facilities and regulated sectors are regularly assessed for vulnerabilities to terrorist attacks, and all reasonable measures are taken to mitigate these vulnerabilities.

(source: FDLE Website-November 2006)

### Local/Regional Response

Specific response and notification protocols are maintained with local, regional, and state law enforcement agencies. As the federal and local systems compare, there will certainly be gray areas that do not translate equitably, but in general the two systems will be compared as follows for notifications and warnings:

<u>HSAS</u>		<u>Regional Measures</u>
Severe	=	Level #1 WMD Incident
High	=	Level #2 Credible Threat
Elevated	=	Level #3 Potential Threat
Guarded	=	Level #4 Minimal Threat
Low	=	Level #4 Minimal Threat

There are several indicators that could alert the response community to the possibility of terrorism and/or use of a WMD.

Indicators of suspected terrorism and/or the use of WMD may include:

- Identified Targets
- Symbolic or historical
- Public buildings or assembly areas
- Controversial businesses
- Infrastructure systems
- Special Events
- Presence of a BNICE/WMD/CBRNE Agent
  - Biological

- Nuclear
- Incendiary
- Chemical
- Explosive
- Radiological
- A secondary incident, on-scene of initial terrorist event
- Items that seem out of place, containers, spray devices, etc.
- Certain types of Mass Casualty Incidents
- Unexplained illnesses or deaths.
- Terrorist Threat or Threatened Use of WMD
- Unusual circumstances or an obvious man-made act.
- Timing of the event
- Events that occur on the same date of other significant events.
- On-scene warnings
- Responders are Victims

It must be realized that categorization of an incident as a terrorist act may not come until well into the response. For this reason, anytime an "indicator" of terrorism and/or the use of a WMD are present, it is vital that notifications occur and advisory discussions between jurisdictional law enforcement, county emergency management, fire-rescue, EMS, and county health department take place.

When intelligence information is received by "any agency" in Escambia County on the threatened use of terrorism or WMD it must be communicated to the appropriate jurisdictional law enforcement agency so that "appropriate agencies" may be warned of the potential threat. When such information exists, jurisdictional law enforcement should communicate this information with other local, state and federal law enforcement agencies using existing procedures and levels of security with two additions. Emergency Management and the County Health Department will be notified of the situation and of any relevant unclassified information by the appropriate jurisdictional law enforcement agency. In turn, these agencies will confer and agree on one of the following threat levels to be communicated through the law enforcement, emergency management, fire-rescue, EMS, and county health department. Many state and federal government actions are based on these threat levels, it is for that reason that it is vital that the law enforcement, emergency management and health communities' agree on the threat level communications. It must also be recognized that these same threat levels may be communicated down to Escambia County from state or federal agencies.

Due to the sensitive nature of this information, the law enforcement community may not be able to give specific details about a possible event without the possibility of compromising intelligence operations and risking operative's lives. Much reflection and judgment must be used in weighing the risk of compromise versus the possible threat to citizens when warning other agencies.

**Level #4 - Minimal Threat:**

Received threats do not warrant actions beyond normal liaison notifications or placing assets or resources on a heightened alert (agencies are operating under normal day-to-day conditions).

No further notifications required.

**Level #3 - Potential Threat:**

Intelligence or an articulated threat indicates a potential for a terrorist incident. However, this threat has not yet been assessed as credible.

Local Notifications:

- Escambia County Sheriff's Office
- Escambia County Emergency Management
- Escambia County Health Department
- Escambia County Fire-Rescue
- Escambia County EMS

Other Local Notifications (If necessary):

- Pensacola Naval Air Station
- Affected local agencies, unless notification increases target risk
- If known, target/location organization unless notification increases target risk
- Comparable Santa Rosa or Baldwin County Agencies

Other Notifications to the State of Florida (If necessary):

- In accordance with Florida Statutes Chapter 943 (Law Enforcement)
- In accordance with Florida Statutes Chapter 252 (Emergency Management)
- In accordance with Florida Statutes Chapters 154 & 381 (Department of Health)
- Northwest Florida Regional Domestic Security Task Force
- State Watch Office

Other Notifications to the Federal Government (If necessary):

- In accordance with PDD – 39, 62, 63 unclassified (Law Enforcement)
- In accordance with National Response Framework (Emergency Management)
- In accordance with State/Federal Guidelines (U.S. Public Health Service)

**Level #2 - Credible Threat:**

A threat assessment indicates that the potential threat is credible, and/or confirms the involvement of WMD in the developing terrorist incident. Intelligence will vary with each threat, and will impact the level of the Federal response. At this threat level, the situation requires the tailoring of response actions to use Federal resources needed to anticipate, prevent, and/or resolve the crisis. The Federal crisis management response will focus on law enforcement actions taken in the interest of public safety and welfare, and is predominantly concerned with preventing and resolving the threat. The Federal consequence management response will focus on contingency planning and pre-positioning of tailored resources, as required. The threat increases in significance when the presence of an explosive device or WMD capable of causing a significant destructive event, prior to actual injury or loss, is confirmed or when intelligence and circumstances indicate a high probability that a device exists. In this case, the threat has developed into a WMD terrorist situation requiring an immediate process to identify, acquire, and plan the use of Federal resources to augment State and local authorities

in lessening or averting the potential consequence of a terrorist use of WMD.

Local Notifications:

- Escambia County Sheriff's Office
- Escambia County Emergency Management
- Escambia County Health Department
- Escambia County Fire-Rescue
- Escambia County EMS

Other Local Notifications (If necessary):

- Pensacola Naval Air Station
- Affected local agencies, unless notification increases target risk
- If known, target/location organization unless notification increases target risk
- Comparable Santa Rosa or Baldwin County Agencies

Other Notifications to the State of Florida (If necessary):

- In accordance with Florida Statutes Chapter 943 (Law Enforcement)
- In accordance with Florida Statutes Chapter 252 (Emergency Management)
- In accordance with Florida Statutes Chapters 154 & 381 (Department of Health)
- Northwest Florida Regional Domestic Security Task Force
- State Watch Office

Other Notifications to the Federal Government (If necessary):

- In accordance with PDD – 39, 62, 63 unclassified (Law Enforcement)
- In accordance with National Response Framework (Emergency Management)
- In accordance with State/Federal Guidelines (U.S. Public Health Service)

**Level #1 - WMD Incident:**

A WMD terrorism incident has occurred which requires an immediate process to identify, acquire, and plan the use of Federal resources to augment State and local authorities in response to limited or major consequences of a terrorist incident. that may have resulted in mass casualties. The Federal response is primarily directed toward public safety and welfare and the preservation of human life.

Local Notifications:

- Escambia County Sheriff's Office
- Escambia County Emergency Management
- Escambia County Health Department
- Escambia County Fire-Rescue
- Escambia County EMS

Other Local Notifications (If necessary):

- Pensacola Naval Air Station
- Affected local agencies, unless notification increases target risk
- If known, target/location organization unless notification increases target risk
- Comparable Santa Rosa or Baldwin County Agencies

Other Notifications to the State of Florida (If necessary):

In accordance with Florida Statutes Chapter 943 (Law Enforcement)

In accordance with Florida Statutes Chapter 252 (Emergency Management)

In accordance with Florida Statutes Chapters 154 & 381 (Department of Health)

Northwest Florida Regional Domestic Security Task Force  
State Watch Office

Other Notifications to the Federal Government (If necessary):

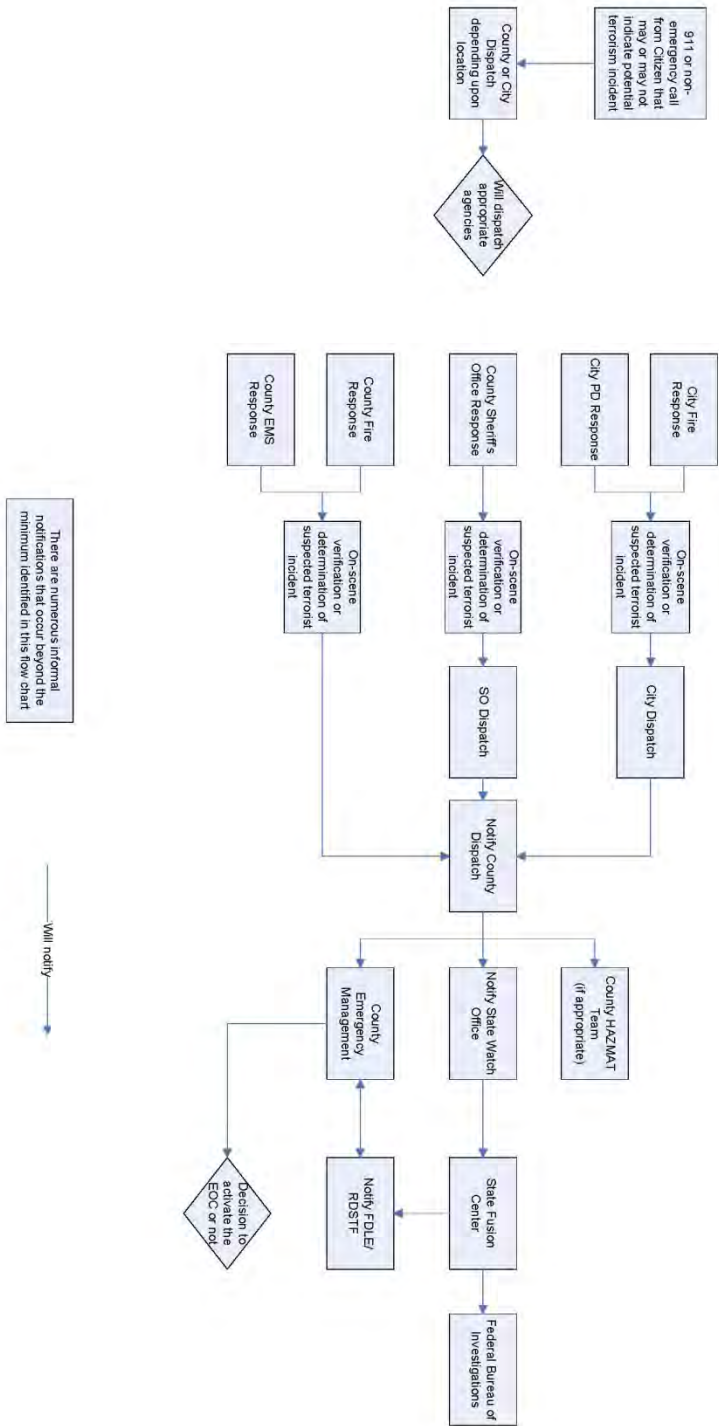
In accordance with PDD – 39, 62, 63 unclassified (Law Enforcement)

In accordance with National Response Framework (Emergency Management)

In accordance with State/Federal Guidelines (U.S. Public Health Service)

Figure 1 below represents the notification flow in general and locally that will occur with a Level 1-3 threat:

# Notification Responsibilities/Routing



There are numerous informal notifications that occur beyond the minimum identified in this flow chart

Will notify

Figure 1

## C. RESPONSE

### **Unified Command (Incident Command, Multi-Agency Coordination and Area Command)**

In any terrorism incident in Escambia County, State and federal assets will play a significant role; therefore a unified command structure under the Incident Command System (ICS) is of vital importance in the management of any incident. Escambia County promotes the use of incident or unified command on scene for any type of response, as well as, the management structure utilized in the County Emergency Operations Center. Consideration will be given to co-location of local, State, and federal response officials for any terrorist incident with the following guiding principles:

#### **1. Local Response:**

The initial response to any terrorist event will be by a local jurisdiction. The first responding units should establish unified command involving all appropriate local organizations and initiate required notification, site security, implement first responder and citizen safety messages and other response operations in accordance with established procedures.

The Florida Incident Field Operations Guide (FOG) (ver. 2006) provides valuable guidance for use by responders when conducting a response to a terrorist or other incidents in Florida. Responders should consult Chapter 18: Terrorism. As applicable, responders should also consult Chapter 13- Hazardous Material, Chapter 19- Law Enforcement, and Chapter 14 Multi-Casualty Branch. The Florida FOG is available in hard copy, and can also be downloaded via [http://www.floridadisaster.org/internet\\_library.htm#FOG](http://www.floridadisaster.org/internet_library.htm#FOG)

#### **2. State and Regional Response:**

In the event that local response capabilities are not adequate to conduct crisis and consequence management operations, State and regional resources will be mobilized with an Executive Order of the Governor. The characteristics or magnitude of a terrorist event may necessitate the activation of the State Emergency Management Operations Center and the State Comprehensive Emergency Management Plan. State resources mobilized through these actions would then be available to local unified command. In addition, the State of Florida has established seven Regional Domestic Security Task Forces (Region I includes Escambia County), to address the unique emergency preparedness needs for terrorist incidents.

##### **A. Regional Domestic Security Task Force (RDSTF)**

Pursuant to F.S. 943, the FDLE established a RDSTF in each of the seven operational regions of the department that address the unique preparedness and response needs for terrorism and WMD incidents. The Division of Emergency Management will support and assist the Domestic Security Task Forces with the response of specialized personnel, equipment, and material to support local emergency agencies and organizations responding to an actual or threatened terrorist event. The RDSTFs perform the following functions:

1. Assist in assessing, defining, and monitoring the State's vulnerability to the impacts of a terrorist or cyber-terrorist event;

2. Assist in determining State and local government ongoing needs (specialized personnel, equipment, material, planning, and training) to effectively respond to a terrorist or cyber-terrorist incident;
3. Development of regional standards and guidelines applicable to the safe and efficient emergency response to a terrorist or cyber-terrorist incident;
4. Identify operational concepts to incorporate federal response actions and personnel into the management of a terrorist event and its consequences in the community, and;
5. Work in concert with local emergency management to deploy specialized resources, sponsored by the State, for rapid response to a terrorist event involving weapons of mass destruction;
6. Develop Regional Response Plans to deploy regional resources identified in support of these plans, and;
7. Conduct Regional Response Exercises to test and refine the capability of the RDSTF to deploy regional response assets.

Each region has local agency resources (personnel and equipment) that make up a highly trained cadre of personnel that are equipped for response to a known or suspected terrorist attack involving a weapon of mass destruction. The availability of these designated resources within each of the areas will minimize the time needed for their deployment to support the unified command at the scene of a known or suspected terrorist incident. The available state resources are coordinated through the RDSTFs. Regional assets will include resources capable for response to incidents involving biological, nuclear, incendiary, chemical, and explosive (B-NICE) agents, as follows:

1. Evidence/investigative response team;
2. Special weapons and tactics team;
3. Bomb squad;
4. Hazardous materials response team;
5. Emergency medical services;
6. Hospitals;
7. Laboratories;
8. Public works, and;
9. Fire fighting.

#### **B. Florida National Guard WMD Civil Support Team**

The Florida National Guard has two (2) WMD Civil Support Teams comprised of 22-members of specialized National Guard personnel available for deployment to any location in the State when authorized by an Executive Order of the Governor. The team will provide support to the Incident Commander at the scene with highly specialized technical services



that may be needed for the response to a known or suspected terrorist incident involving WMD. The team is available in the State on a seven day, 24 hour basis and is equipped with specialized technical skills and equipment.

### **C. Florida National Guard Computer Emergency Response Team**

The Florida National Guard Computer Emergency Response Team is a team of specialized National Guard personnel with highly specialized technical services that may be needed for the response to a known or suspected terrorist incident involving a cyber terrorism event.

### **D. Department of Environmental Protection (DEP) Environmental Terrorism Response Team (ERT)**

The Department of Environmental Protection, Environmental Terrorism Response Team is a special team consisting of DEP environmental investigators, emergency responders and uniformed officers along with representation from the State Departments of Health, Transportation, Agriculture and Consumer Services, and the United States Environmental Protection Agency's Investigative Division. The team is available to support incident commanders with hazardous material issues. The Environmental Terrorism Response Team personnel can be on scene within three hours and the full team deployed within twelve hours of notification.

## **3. Federal Response**

All Federal Crisis Management Resources will operate as defined under the United States Government Interagency Domestic Terrorism Concept of Operations Plan (CONOPS). The Federal Bureau of Investigation (FBI) is the lead federal agency for Crisis Management and the Federal Emergency Management Agency is the lead federal agency for Consequence Management.

## **4. Other Participants in the Response Organization**

It is possible that the nature of a terrorist event could necessitate other non-government participants in the emergency response organization. Examples that may need to be considered include the following:

1. Owners or operators of the facility in which the event is occurring;
2. Owners or operators of a transportation center, or modes of transportation (for example, airplane, boat, railroad), in which the event is occurring;
3. Non-government expert advisors or consultants, such as university scientists, physicians, or private contractors.
4. Non-government laboratories for threat agent identification;
5. The manufacturer of the threat agent;
6. Rental agents or contractors providing vehicles, equipment, or supplies involved in the event;
7. Health and medical care facilities and mortuaries managing the victims of the incident, and;
8. The owners, operators, clients, or support organizations for computer networks, telecommunication systems, and Internet services threatened

by a cyber terrorist attack.

These organizations or officials may become participants in the Unified Command and/or have liaison personnel deployed to the appropriate state or local emergency operations center.

## **VII. Transition to Recovery**

It must be recognized that recovery from a terrorist incident may be delayed due to the nature of the event. The specific incident location will be a federal crime scene; consequently an extensive and often lengthy investigation may ensue, certainly depending on the type of WMD used. There may be cleanup or decontamination operations that must occur or the structural integrity of facilities may need to be assessed after an incident. All these factors will inevitably delay damage assessment, individual and public assistance and perhaps mitigation activities. To this end, a relatively lengthy recovery process should be anticipated by all Escambia County agencies.

## **VIII. Document Maintenance and Training**

Maintenance of this annex will be in accordance with those procedures set forth in the Escambia County CEMP for reviewing the entire CEMP document. In instances when procedures in this annex are used in exercises or during actual events, lessons learned from these activities should be applied as soon as practical. Training on the contents of this annex will occur annually as part of the overall Escambia County CEMP review for agencies or when review is warranted by other events.

# **APPENDIX Q**

## Logistics Support Annex

### Purpose:

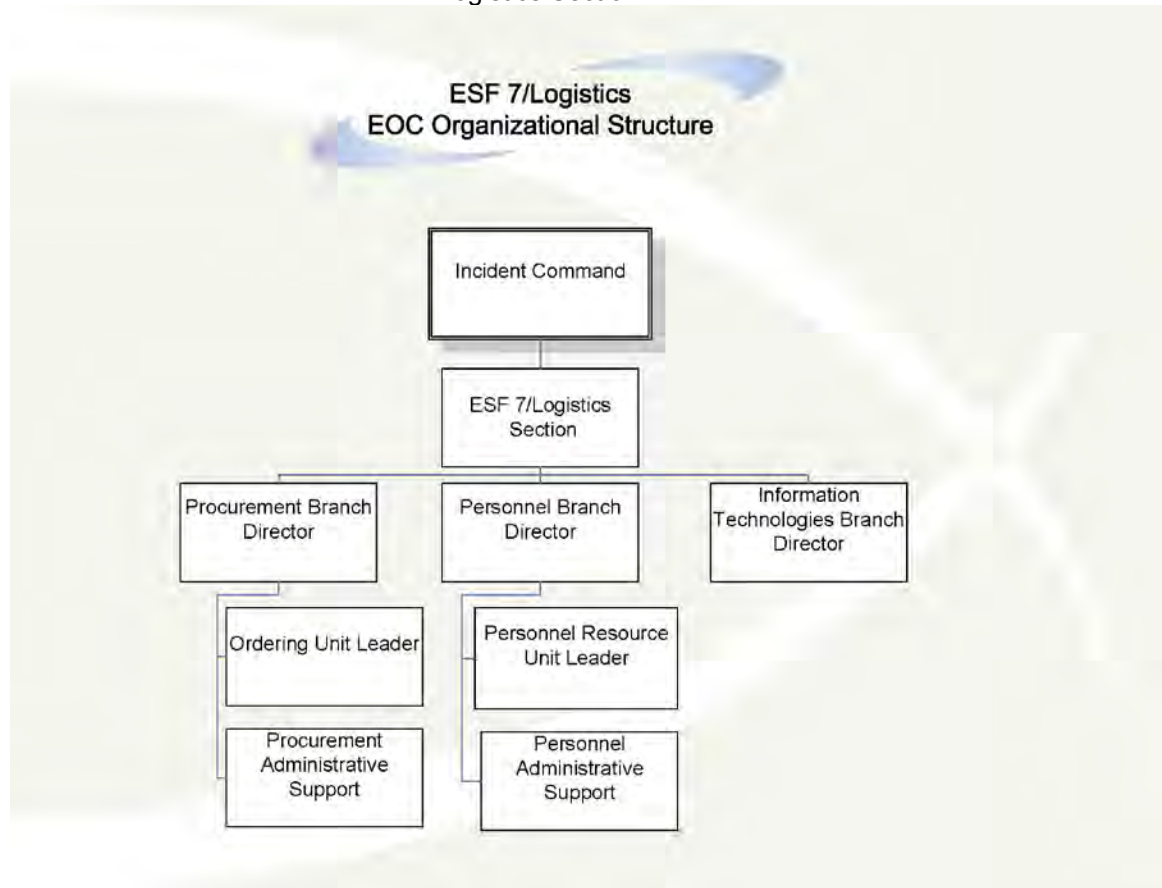
This logistics annex will provide the plan and operational parameters as to how logistics support will be provided in Escambia County through an activated EOC in a declared special emergency or fully declared emergency at the local level. The parameters identified will include EOC operational support and field operation support in the effort to meet the needs of the community in the aftermath of a disaster.

This annex supports the CEMP, which is an operational management plan that supports multiple organizations, agencies, and jurisdictions within Escambia County. Each organization, agency, and jurisdiction is represented in some fashion under the Emergency Support Function (ESF) concept under the CEMP, and the processes and plans identified in this annex will apply to all lead and support agencies, and the people they serve.

### Operations:

The Logistics Section in one of four arms in the incident command system structure that is supported by ESF 7, a Procurement, Personnel, and Information Technologies Branch. The Logistics Section answers directly to the incident commander. See ICS structure as found in the County CEMP.

#### Logistics Section



Once the EOC and the CEMP are activated, the Logistics Section sets up operations to support all of the Emergency Support Functions (ESFs) and the participating agencies within the EOC. ESF 7 within the CEMP combines the functions of the Finance Section and the Logistics Section as it may relate to the ESF concept, but through translation from the ESF concept to the ICS structure, ESF 7 separates into the Logistics and Finance Section. Roles and responsibilities identified in the ESF section of the CEMP are applicable to each Section as appropriate and as described. This annex will provide more planning details in support of the Logistics Section, not the Finance Section.

Staffing of the Logistics Section is coordinated by the Logistics Section Chief or designee. Staffing will be required to support and meet the needs of the EOC and operational period as dictated by the IC. It will be important that all Divisions in support of the Section support the staffing effort. Activation of the Logistics Section will likely be required throughout the incident, from beginning to end, and may require staffing 24 hours a day, 7 days a week for extended period of time, potentially from a few days to a few months. The IC will dictate the operational periods and the staffing needs as the incident evolves. The Human Resources, Purchasing, and Information Technologies Divisions of the County BCC are the primary Divisions supporting the Logistics Section operations. However, the employee manpower pool may offer staffing support, along with other EOC organizations that may have staff available to support the human resource needs of the EOC. Staffing needs should be identified and coordinated before an incident threatens or impacts the community.

The Logistics Section is designed to provide logistical support to the incident for resource needs that extend beyond the capabilities of the local organizations working in the EOC. It will be the primary responsibility of every EOC organization to pre-identify and pre-plan for resource needs in advance of disaster incidents, whether locally, regionally, statewide, or out of state. These resource needs may come from other governmental organizations, other ESF/EOC organizations, non-profits, or for-profit organizations, whether locally, regionally, or from within or outside of the State. Resources may be borrowed, leased, rented, or purchased outright depending upon the need, utilization, and availability of the resource. But identifying the resource source in advance and knowing all the terms for utilization of the resource, and reducing those terms into a written document is highly recommended. This written document may be in the form of a mutual aid agreement (MAA) or Memorandum of Understanding (MOU) between the organization in need and the source that will be able to fulfill the resource need.

Should there be difficulty identifying those resources, it will be important for those organizations to coordinate with Logistics in advance of an incident wherever possible, to allow Logistics the ability to try and assist in locating or planning for those needs to help reduce response times for mutual aid resources that may be coming from outside of our area.

Whether pre-incident or during an incident, if the Logistics Section is able to locate a resource through a vendor or other organization, they will put the vendor and the requesting organization in contact with each other for specific arrangements and to work out the financial details, if any. With this scenario, even though the request went through Logistics, the coordination and arrangements went direct to the requesting organization, and Logistics will not track these resources. It will be the responsibility of the requesting organization to make sure the resource is maintained properly and returned appropriately, with all financial obligations resolved directly by that requesting organization.

Should the organization in need of a resource, or the Logistics Section be unable to fulfill the need for resources, the Logistics Section will then request from the State EOC

assistance in locating resources to meet those local needs. This State EOC support will be provided in much the same fashion as our local Logistics Sections, by trying to locate resources from vendors or contractors and putting the County Logistics Section in contact with those vendors that may sell, lease, rent, or donate goods and services, from which the County Logistics Section will again put the requesting organization in contact with the resource source to work out details and financial arrangements. This resource will again become the responsibility of the requesting organization to track and monitor. Should the resource come from other local government agencies or contracted by the State on behalf of the County, or contracted directly by the BCC, then those resources will be tracked by the Logistics Section. Managing those resources from mobilization to demobilization.

The Logistics Section will also make every effort to efficiently manage mutual aid or contracted resources where two or more local requests for the same or similar resource may be pending, it may be more efficient to wait until the needed resource that is already in the community locally to complete one mission, then reassign the resource to second mission, than to have a second resource be delivered from another part of the State. It may be a shorter wait for the resource to complete the first mission, than to deliver that second resource.

As previously stated, and paramount to a quick recovery from disaster, all organizations and ESFs will be required to pre-plan and coordinate expected or anticipated resource shortfalls well in advance of disaster with other appropriate ESFs and the Logistics Section if there are no local resources available. The logistical planning information should be as specific as possible to include technical needs, quantities, anticipated time of need, etc., so Logistics can plan and prepare their operations to meet the need more efficiently and effectively. Some of the planning considerations will be:

- What type of operation is being undertaken?
- What resources are needed to support the operation?
- What equipment is needed to support the operation?
- What resources are needed to support the equipment? Fuel? Trained people?
- What tools are needed to support the operation? Pallet jacks, trucks, fuel, power supply, lighting, etc.?
- What human resources will be needed to support operations?
- How will they be fed?
- How will they be transported?
- Where will they sleep?
- What personal protective equipment will be needed to support the personnel?
- How many?
- How much?
- What volume?
- What measurement?
- What type of packaging?
- Who will be financially responsible?** etc.

Logistics will work with the supporting agencies to put in place mutual aid agreements, purchase orders, contracts, etc in advance of disasters so that resources can flow more quickly and efficiently into the community as needed. Logistics will maintain those agreements as appropriate.

It will be important to understand that if a request for resource support is processed through the Logistics Section, it does not mean the BCC is financially responsible. Every organization that is requesting a resource through logistics, or support from another EOC organization, or from a vendor, does not mean "someone else" is going to be financially responsible for that resource. Every organization requesting a resource needs to identify

who will be financially responsible for resources when requested. Should the County Logistic Section request a resource on another organizations behalf, the bill for that resource will either be sent directly to the requesting organization, or the County may pay it and subsequently submit a bill to the requesting organization. It will be imperative that everyone understands the financial responsibility of resource requests when they are made, not after the service has been rendered. This does not mean the County isn't going to pay for some resources, especially if organizations are working on behalf of the BCC, but it is important to have those responsible parties identified in advance so there are no questions or conflicts once received.

### **Points of Distribution (PODs) and County Staging Areas (CSAs)**

Points of Distribution (PODs) are locations set up in the community that are utilized to hand out basic needs to the community where there are no other opportunities for people to get those basic needs. Typically, basic needs revolve around food, water, ice (for medical needs only), self-help tarps (if available), and any other item requested or needed to be distributed to the public.

Operations of the PODs will be coordinated through ESF 11 and the Lead Coordinating Agency, the Escambia County Community Services Bureau. Standard Operating Guidelines have been developed and will be maintained by the Bureau that outline the locations of the PODs, the operating guidelines, site plans, and resources needed for efficient operations.

County Staging Areas (CSAs) are locations set up to receive bulk resources and coordinated before they are sent to PODs or other distribution type locations and handed out to the public. Escambia County will utilize the CSA to coordinate State requested resources primarily, and adjust operations as needed or required.

As a result of an intensive relationship between the CSA and the Logistics Section, the Logistics Section will support the CSA and help coordinate the resources. This may include staffing, communications, resource tracking systems, etc. The Infrastructure Branch will be responsible for the CSA standard operating guidelines, site plans, and resources needed for efficient operations.

### **Public Shelters**

For the purposes of this annex, public shelters will include risk general and special needs shelters, and host shelters.

Risk shelters are those that have been chosen through a least-risk decision making process whereas a public shelter has been designated as a potentially safer place to evacuate people than where those people may have come.

General population risk shelters are managed by the Red Cross with several support agencies supporting operations during an event. ESF 6-Mass Care is responsible for public shelter operations and specific operational plans will be coordinated and maintained by ESF 6 and the Red Cross. Each year, shelter designations are decided upon between several agencies based upon supply and demand, and the ability to support the logistics of such operations.

Special Needs sheltering is a risk shelter for those defined as special needs and applicably screened by the Health Department as meeting minimum requirements based upon the service that can be provided. Operations of the special needs shelter is managed by the Health Department.

Host sheltering is for the sheltering of people in facilities outside the threats of tropical storm events. They can be facilities post hurricane impact, or facilities to house people evacuated from the threat of forest fire or hazardous materials, etc. Again, the Red Cross is responsible for identifying these facilities near the area of need and are managed completely by the organization and the facility support as offered by individual owners and coordinated with the Red Cross.

A *First Responders Child Care* shelter has also been established that will be managed and coordinated by the Be Ready Alliance Coordinating for Emergencies (BRACE). This facility will provide childcare services for select organization first responders allowing responders to be able to remain on the job where extended hours and workdays will be required outside of normal planned workdays where childcare services in the community may no longer be available or not available to cover the extended work hours required by first responders during a disaster event.

Much of the resources for the *First Responders Child Care* shelter are being preplanned as much as possible through donated goods and services, but the Logistics Section will work to backfill resources where possible. BRACE will coordinate in advance as much as possible and identify any potential resource shortfalls.

Resource requests to support operations will be under the same level of service expectations and processes as identified above and as others work within the system.

### **Financial Responsibilities**

Ultimately, the agency or organization requesting resources will be responsible for the expense of any resource request, unless it has been approved to be assigned to another entity. Escambia County, through the logistics section is primarily providing a “resource locators” service to locate resources to meet the needs of an organization working in the EOC. There may be cases in which an organization may be either working for or on behalf of the BCC, and in those instances, the BCC may be paying for those resources, but the Logistics Section will be scrutinizing those requests to make sure they are needed and reasonable. In other cases, the Logistics Section will merely put the vendor or contractor in touch with the requesting organization to work out the financial and logistical details. Basically, the County is responsible for County expenses to meet their needs; the City is responsible for City expenses to meet their needs, etc. The County is not necessarily paying for resources just because the resource is being coordinated through the County Logistics Section.

In the heat of battle, each organization, to include the Logistics Section will need to document all transactions, requests, expenses, etc. so as to validate all expenses, all billing, and all payments within the organization. Every effort will be made to bring together the requesting organization directly with the vendor, but that may not always occur. In the event a vendor provides a bill to the County or any other organization that did not request the resource, the vendor must be redirected so that the requesting organization can be billed appropriately. It will be important for organizations to understand, that if you request it, you will likely be required to pay for it. Those costs could be at a premium.

For best practices purposes it would be ideal to have all non-county agencies to have a signed Financial MOU in place. See Appendix AL in this Annex for a sample MOU.

The best way to minimize those costs is to plan and pre-arrange for resource needs in advance of a disaster event.



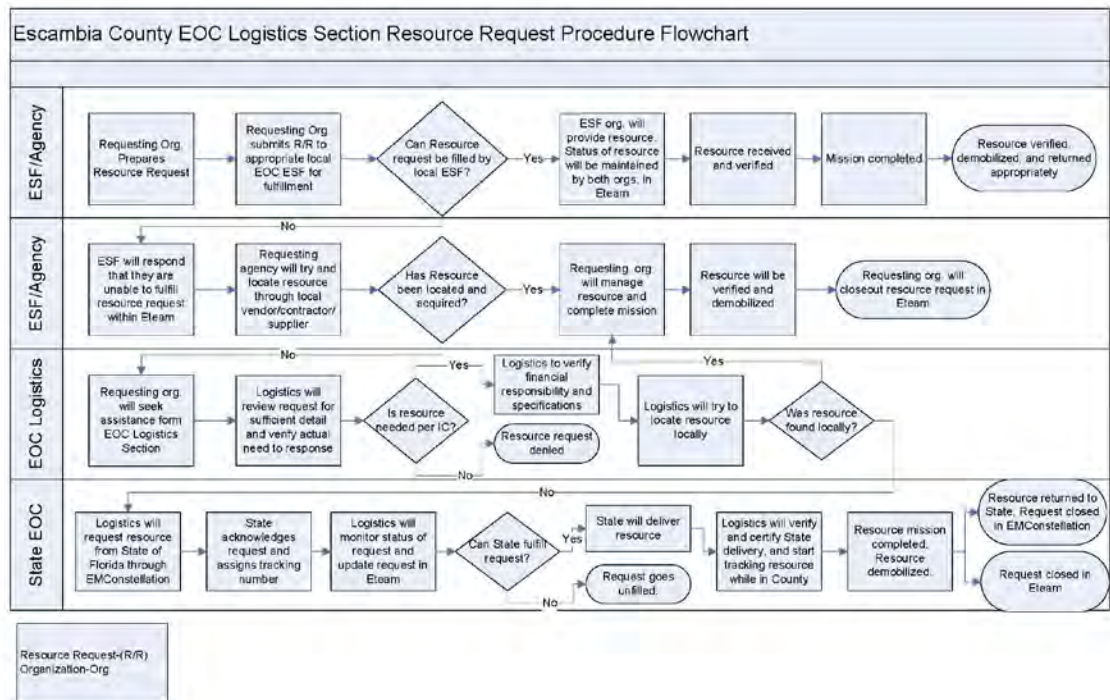
Organizations are encouraged to work together in the EOC to solve problems, address issues, and meet resource needs in a cooperative manner. Solve the problems first, be aware of the financial obligations, and pay the bills later.

### Demobilization of Resources

Demobilization of resources will be the responsibility of the organization utilizing the resource. For the process of tracking, once the organization is finished using a resource, it must be returned through the process from which it came. If a relationship was developed directly with a vendor, then return it directly to the vendor and document the transaction. If the resource came through the Logistics Section, then it must be returned through the Logistics Section and documented, or if the resource came from an EOC organization, then it must be returned to that organization, and documented. Should the resource be needed elsewhere once the initial mission is complete, do not shift or relocate the resource without checking with the Logistics Section or the ESF from which the resource came to see if there is another mission we can reassign the resource to so more efficient use of resources can be accomplished. Any partially consumed resources are also expected to be returned unless otherwise approved or allowed.

### Resource Request Process:

Resource Requests will flow through the EOC in the manner identified in the following flowchart and loosely described in the previous section.



Each agency/ESF will need to follow the flow of the resource request so as to maximize the usage of local resources before State resources are requested. All resource request tracking and monitoring will be the responsibility of the requesting agency/ESF up to the point where a request goes to the State of Florida, at which time the Logistics Section will track and monitor. The following section will provide a narrative explanation of the process to support the flowchart above.

**Logistics Section**  
**EOC-State Resource Request System Process Flowchart**  
**Supporting Narrative Detail**

- Requesting organization prepares resource request.
  - Each ESF must become familiar with the mission, capability, and resources associated with all ESF's represented in the Emergency Operations Center.
  - If there is a resource shortfall to meet the mission of an EOC organization, the organization needs to prepare a resource request in Eteam.
  - The resource request will be as specific as possible to include technical specifications if appropriate to make sure the correct resource is acquired to meet the need.
  - The resource request will also identify the financially responsible party, should there be a cost associated with the resource.
  - The resource request will also include any supporting resources needed to support the primary resource (i.e. when requesting a generator, will an electrician be needed to connect it, will fuel be needed, etc.).
  
- Requesting organization submits resource request to appropriate local EOC/ESF for fulfillment
  - Each organization in need of a resource shall look within their own ESF support agencies to see if a resource is available to utilize. This may be a resource at a cost, or a resource donated to fulfill the need.
  - Should the ESF the organization is a part not have a resource, and then seeking out the resource within the EOC with all of the EOC organizations shall be the next effort.
  - Should no one in the EOC have a resource to meet the need, the organization in need will look within the community, through vendors, contractors, other retail options, other non-profits, or governmental agencies locally, regionally, or statewide. The phone book or internet may increase the options. Basically, the and try to identify a local resource that could be borrowed

**Was the resource request fulfilled...?**

- **If yes;** if a resource was able to be secured through the EOC, and ESF, or local vendor;
    - The request in Eteam will be updated and managed by the requesting organization or the resource providing organization as appropriate.
    - Tracking and managing of the resource will be the responsibility of the requesting organization. Updating Eteam as appropriate will be required.
    - Once the mission is complete, the resource will be demobilized and returned to the resource source by the requesting organization.
    - Any financial responsibility will be managed appropriately
    - The request in Eteam will be updated and closed.
  
  - **If no;** a resource was not secured locally, then the resource request in Eteam will be forwarded to the Logistics Section for support.
- Once the Logistics Section receives the request through Eteam, the Section will;
    - Verify that efforts were made to secure the resource by supporting ESFs or the requesting organization.
    - Verify a financially responsible party for the resource request.

- Verify there is enough technical information to secure the correct resource for the need.
  - Validate that all supporting resources for the primary request are identified and considered.
  - Should the resource be expected to be purchased by the BCC, verification of the appropriateness of the resource request will be validated by the IC, Finance Section Chief, or designee.
- Logistics will then try to find the resource locally, regionally, or statewide utilizing the BCC MOUs, MAAs, existing purchase orders or other arrangements, or through other methods not considered or available by the requesting organization to make sure a local resource has not been overlooked.

**Was the resource request fulfilled...?**

- **If yes;** if a resource was able to be secured through the EOC, and ESF, or local vendor;
    - The request in Eteam will be updated and managed by the requesting organization or the resource providing organization as appropriate.
    - Tracking and managing of the resource will be the responsibility of the requesting organization. Updating Eteam as appropriate will be required.
    - Once the mission is complete, the resource will be demobilized and returned to the resource source by the requesting organization.
    - Any financial responsibility will be managed appropriately
    - The request in Eteam will be updated and closed.
  - **If no;** if a resource was located, then Logistics will make a request to the State for assistance in fulfilling the request.
- Logistics will then create a resource request in EMConstellation requesting assistance from the State to help locate resources to fulfill a local need.
- Once the resource request has been created in EMConstellation, Logistics will:
- Update the resource request in Eteam.
  - Track the request to make sure it is moving forward.
  - Identify the date and time the resource may be anticipated for arrival in the County.
  - Coordinate with the CSA to validate receipt and condition of the resource once arrived.
  - Direct the resource to the organization for mobilization.
  - Track the resource while in the community.
  - Update the Eteam resource request.
- Once the resource mission has been completed, the resource will be return through the path from which it came.
- The resource will be released by the requesting organization and returned to the CSA.
  - The requesting organization will update the Eteam resource request.
  - The resource will be required to check out through the CSA and coordinated with Logistics in the event there may be another resource request for the same type of resource whereby the resource can be reassigned to another mission.
  - If there is no other mission, the resource will be demobilized at the CSA, the condition of the resource documented, and then released to return to the source of the resource.

- EMConstellation will be updated by Logistics.
- The Eteam resource request will be updated and closed.

(This section intentionally left blank)

**MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND \_\_\_\_\_ RELATING TO \_\_\_\_\_'S PAYMENT FOR EXPENSES INCURRED BY ESCAMBIA COUNTY EMERGENCY OPERATIONS ON BEHALF OF \_\_\_\_\_ FOR EMERGENCY RESPONSE**

**THIS AGREEMENT** is made on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between Escambia County, a political subdivision of the State of Florida, with the administrative address of 223 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County") and \_\_\_\_\_, a \_\_\_\_\_, with the administrative address of \_\_\_\_\_, (hereinafter referred to as "\_\_\_\_\_"), each at times also being referred to as a "Party" or collectively as "Parties."

**WITNESSETH:**

**WHEREAS**, the parties have agreed to work cooperatively to implement disaster recovery during times of local emergency for the benefit of Escambia County residents; and

**WHEREAS**, the County will incur authorized expenses on behalf of \_\_\_\_\_ as part of the parties' cooperative emergency response efforts; and

**WHEREAS**, \_\_\_\_\_ has agreed to reimburse the County for authorized expenses incurred on its behalf for cooperative emergency response efforts;

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Article 1.**  
**Purpose**

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 This Memorandum of Agreement delineates the financial responsibility of the parties when working cooperatively to implement disaster recovery during times of local emergency.

**Article 2.**  
**Responsibility of Parties**

2.1 \_\_\_\_\_ agrees to reimburse the County for authorized expenses incurred by the County on behalf of \_\_\_\_\_ as part of the parties' cooperative emergency response efforts.

2.2 The County agrees to obtain prior authorization from \_\_\_\_\_ to incur such expenses and, once incurred, timely provide invoices for payment detailing said expenses.

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

**Article 3.**  
**Compensation and Method of Payment**

3.1 The County shall provide to \_\_\_\_\_ copies of all invoices for authorized expenses. The County shall also provide to \_\_\_\_\_ copies of any documents as \_\_\_\_\_ may reasonably require, to verify said costs to the County.

**3.2** Within thirty (30) days of receiving invoice and any related documentation of expenses incurred by the County, \_\_\_\_\_ will provide payment to the County.

**3.3 a.** Payment and other requests to the County will be sent to:

Cyndi Lachman  
Escambia County Department of Public Safety  
Emergency Operations  
6575 North W Street  
Pensacola, FL 32504

**b.** Invoices and other requests to \_\_\_\_\_ will be sent to:

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

**Article 4.**  
**General Provisions**

**4.1 Termination.** This agreement may be terminated by either party for cause or convenience upon thirty (30) days written notice by the terminating party, in which event the County shall be paid all expenses incurred to the date of termination.

**4.2 Liability.** Each party shall be fully liable for the acts and omissions of its respective employees in the performance of this Agreement. Nothing in this Agreement shall be construed as a waiver of either party's sovereign immunity as provided in Section 768.28, Florida Statutes, and nothing herein shall be construed as consent by the parties to be sued by third parties in any matter arising out of this Agreement.

**4.3 Successors and Assigns.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered by either party without prior written consent of the other party.

**4.4 Records.** 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 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 seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

**4.5 All Prior Agreements Superseded.** This Agreement incorporates all prior negotiations, correspondence, conversations, and understandings relating to the matters contained herein, and there are no other commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written. No addition, deletion, or modification to the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and dignity.



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

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

**4.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any legal action that arises out of this Agreement shall be in Escambia County, Florida.

**4.9 Interpretation.** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. 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 successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

**4.10 Severability.** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be

construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

**4.11 Further Documents.** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

**4.12 No Waiver.** The failure of a party 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 WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_ 2008, and \_\_\_\_\_ by and through its \_\_\_\_\_, duly authorized to execute same on the \_\_\_\_\_ day of \_\_\_\_\_ 2008.

**ESCAMBIA COUNTY, FLORIDA**  
by and through its duly  
authorized Board of County  
Commissioners

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

\_\_\_\_\_  
Gene M. Valentino, Chairman

\_\_\_\_\_  
Deputy Clerk

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

Witness \_\_\_\_\_

Print Name \_\_\_\_\_ By: \_\_\_\_\_,

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/She ( ) is personally known to me, or ( ) has produced current \_\_\_\_\_ as identification.

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

(Notary Seal) \_\_\_\_\_ Printed Name of Notary Public

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

Witness \_\_\_\_\_

Print Name \_\_\_\_\_ By: \_\_\_\_\_,

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/She ( ) is personally known to me, or ( ) has produced current \_\_\_\_\_ as identification.

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

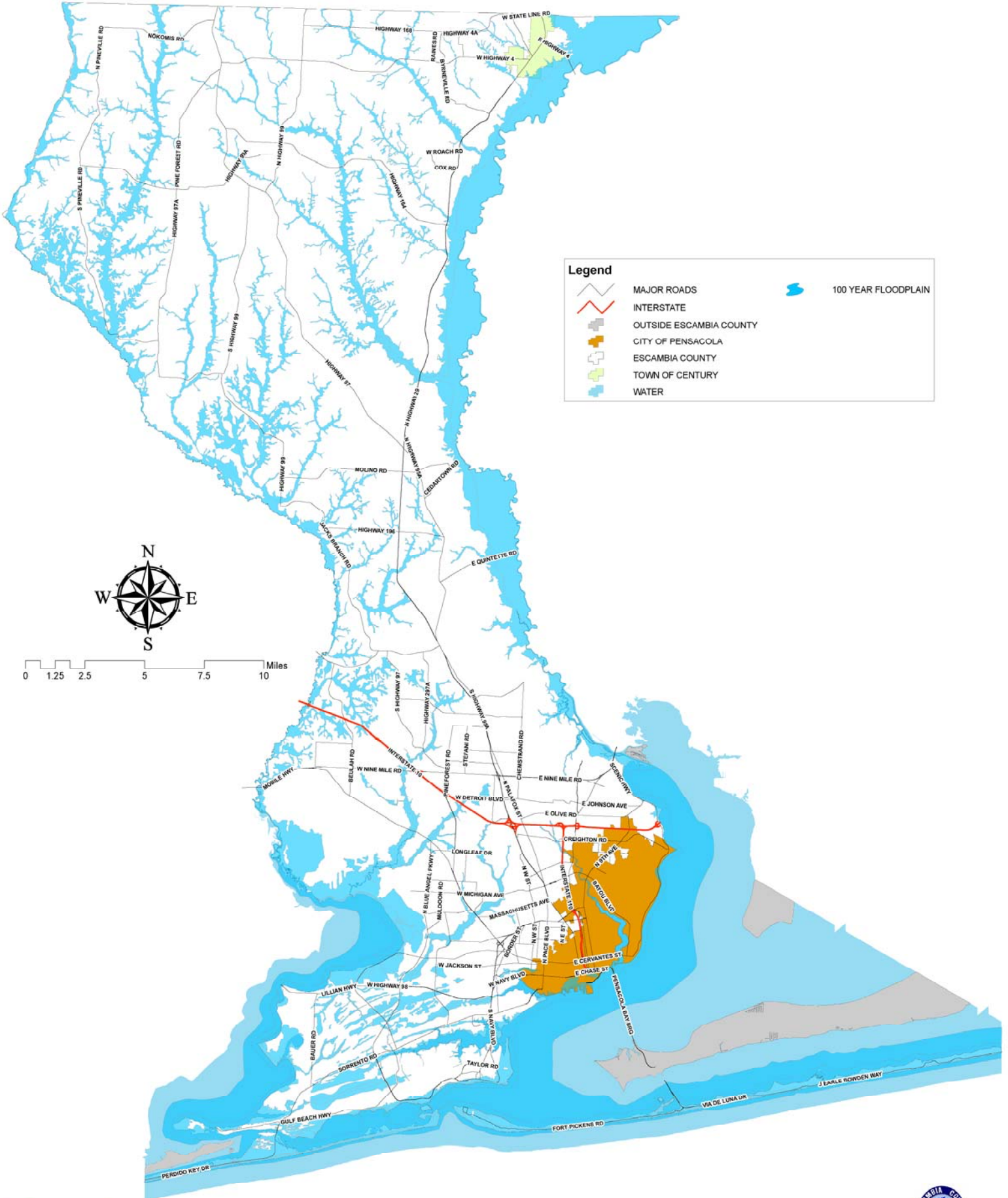
(Notary Seal) \_\_\_\_\_ Printed Name of Notary Public

# **APPENDIX R**

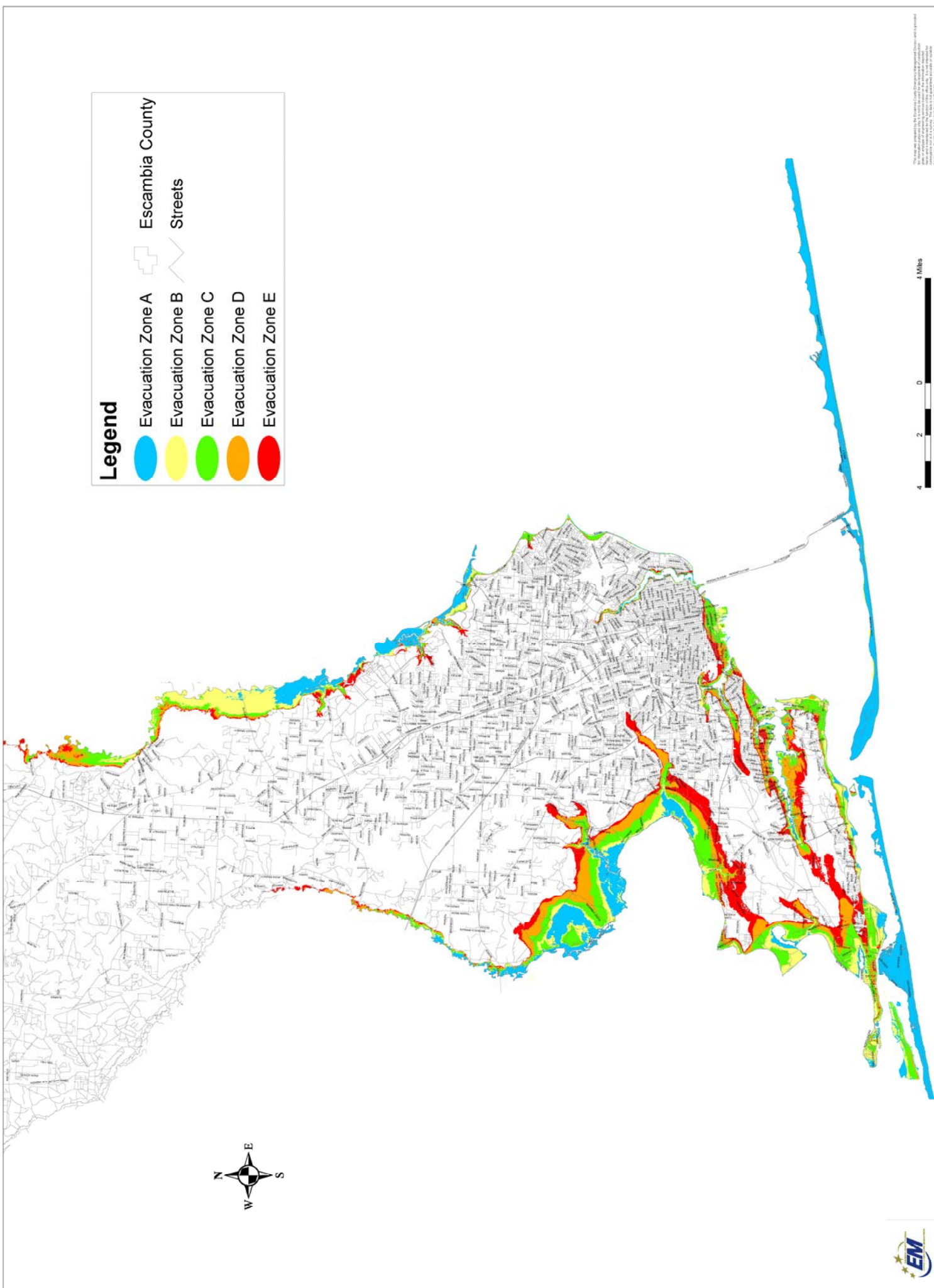


# **APPENDIX S**

# Hazard Identification and Vulnerability Analysis (100 Year Floodplain)







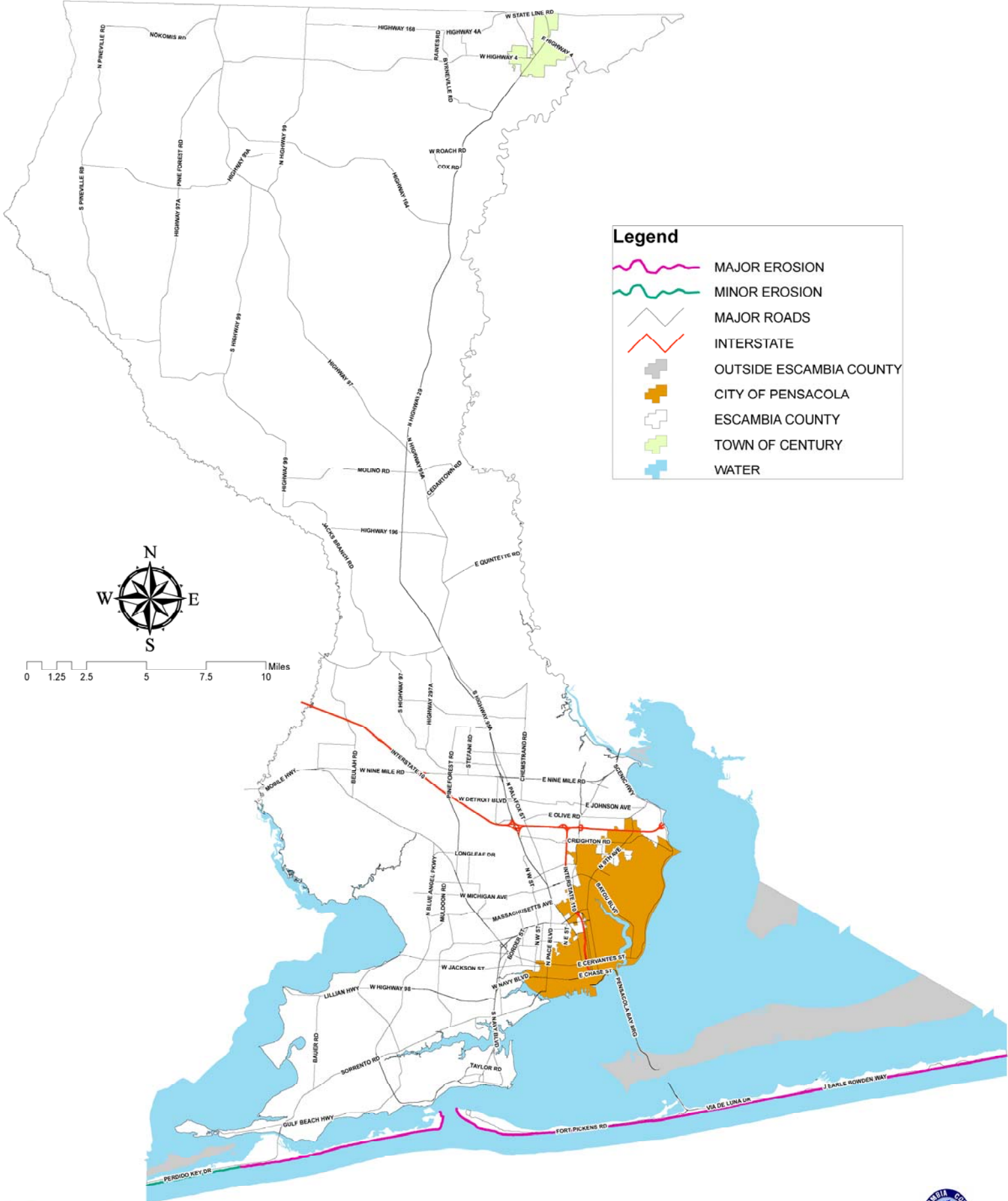
**Legend**

- Evacuation Zone A
- Evacuation Zone B
- Evacuation Zone C
- Evacuation Zone D
- Evacuation Zone E
- Escambia County
- Streets



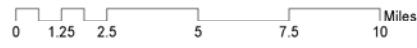
**Escambia County Hurricane Evacuation Zones**

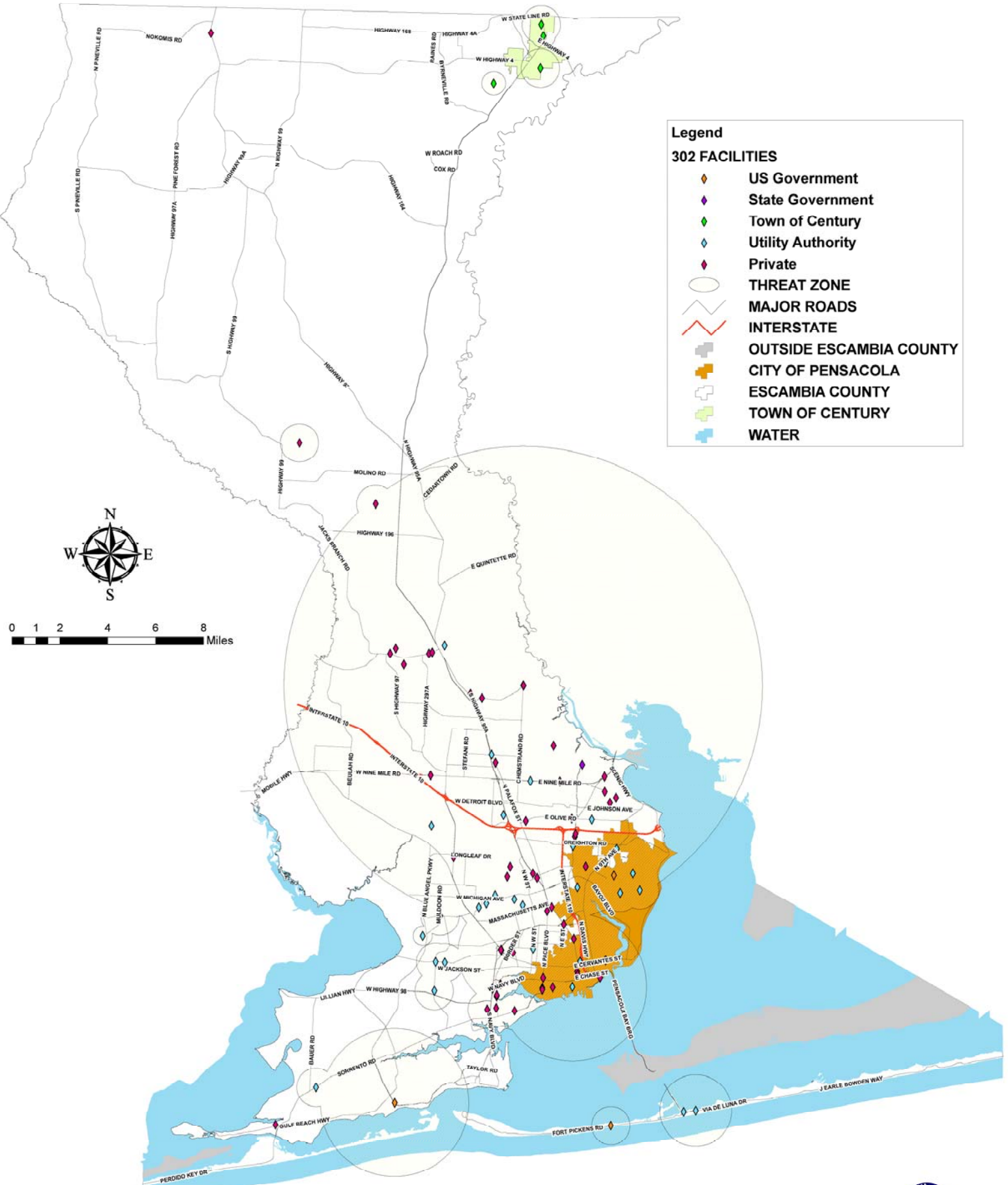
This map was prepared by the Escambia County Emergency Management Office. The information presented on this map is for informational purposes only and does not constitute a warranty. The information is provided as a service to the public and is not intended to be used for any other purpose. The information is provided as a service to the public and is not intended to be used for any other purpose.



**Legend**

- MAJOR EROSION
- MINOR EROSION
- MAJOR ROADS
- INTERSTATE
- OUTSIDE ESCAMBIA COUNTY
- CITY OF PENSACOLA
- ESCAMBIA COUNTY
- TOWN OF CENTURY
- WATER

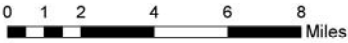




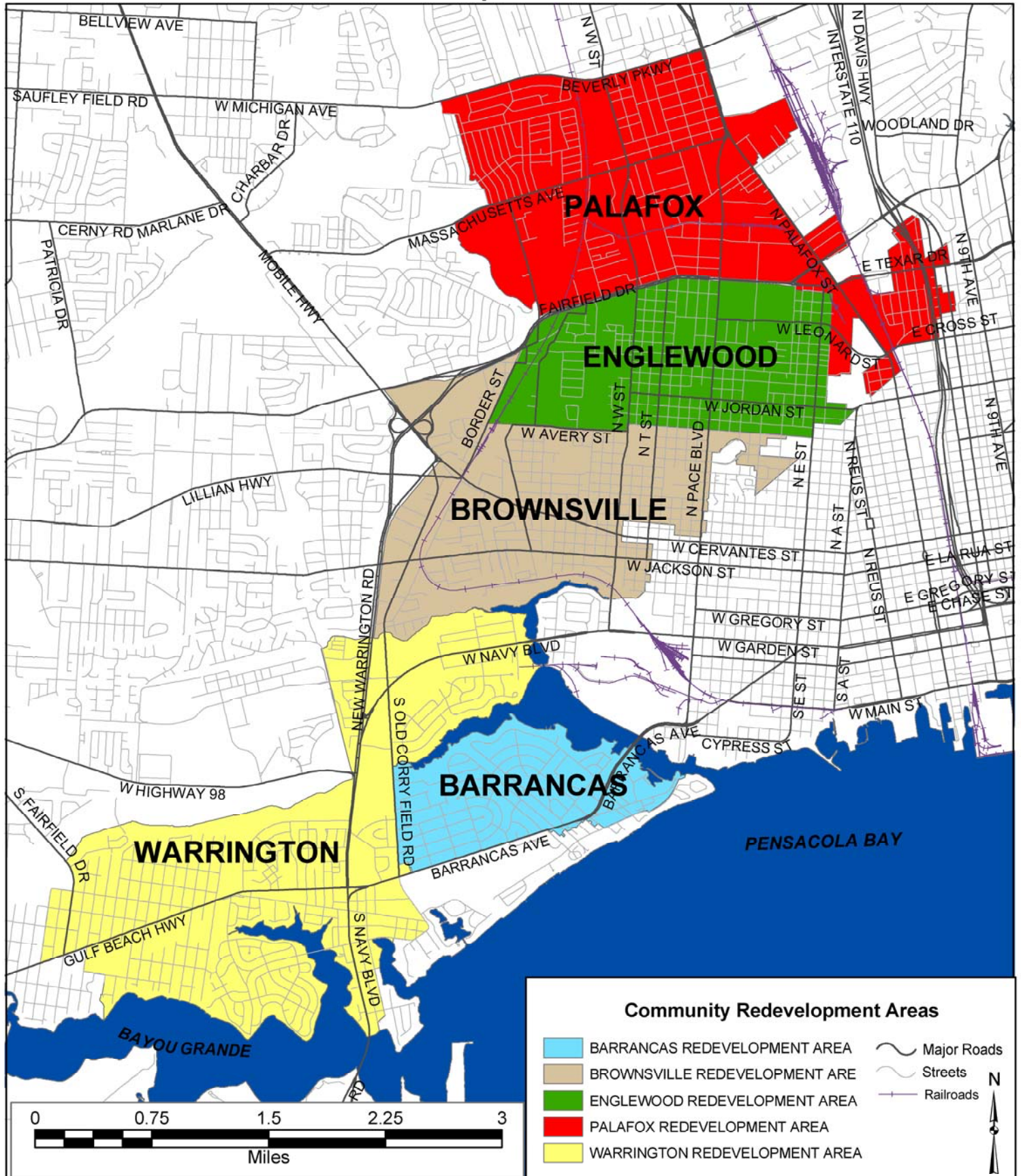
**Legend**

**302 FACILITIES**

- ◆ US Government
- ◆ State Government
- ◆ Town of Century
- ◆ Utility Authority
- ◆ Private
- THREAT ZONE
- MAJOR ROADS
- INTERSTATE
- OUTSIDE ESCAMBIA COUNTY
- CITY OF PENSACOLA
- ESCAMBIA COUNTY
- TOWN OF CENTURY
- WATER

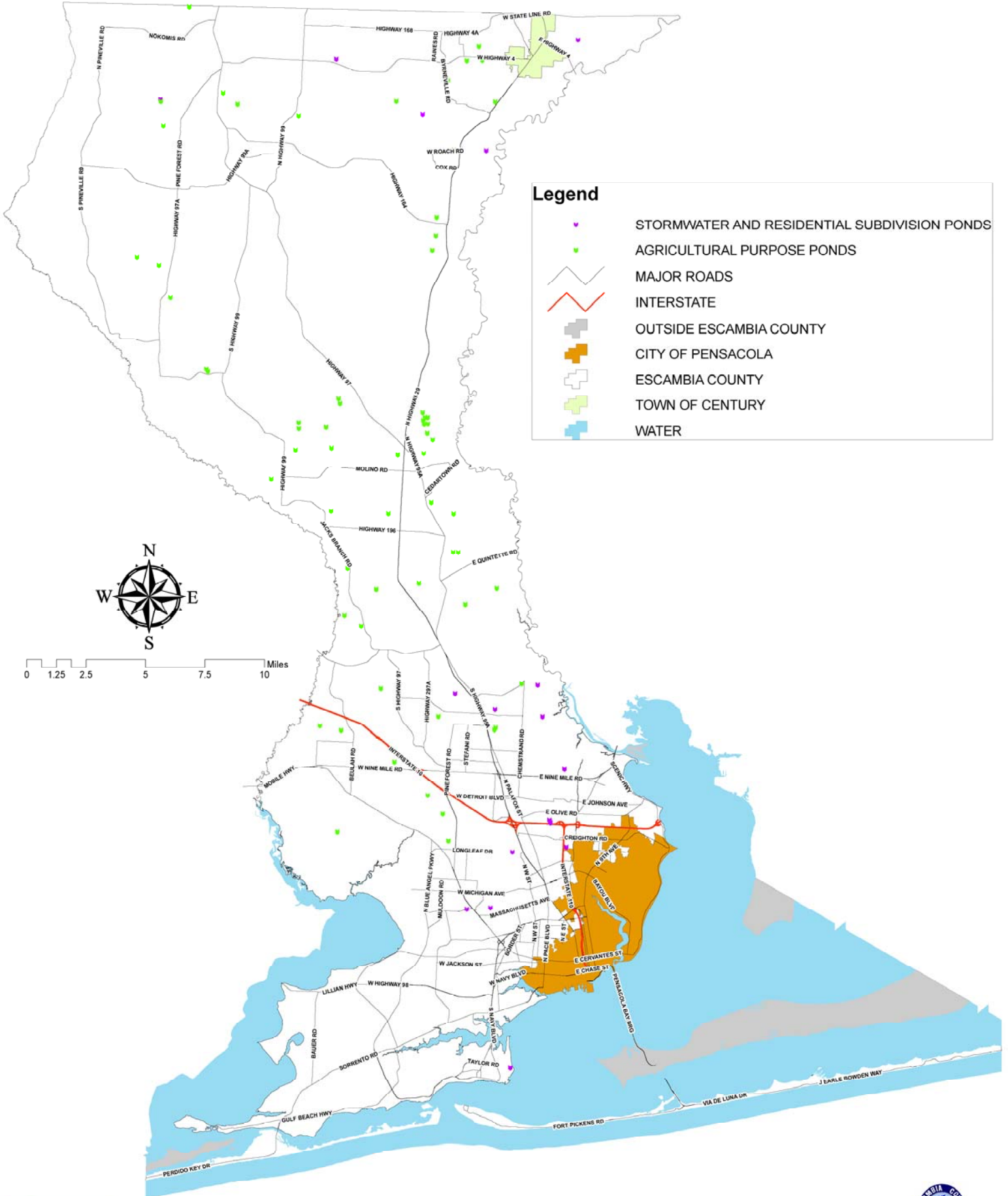


# Escambia County Redevelopment Areas












Source: Escambia County Redevelopment Agency "This map is provided for information 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 December 17, 2003. Appendix S Page 6



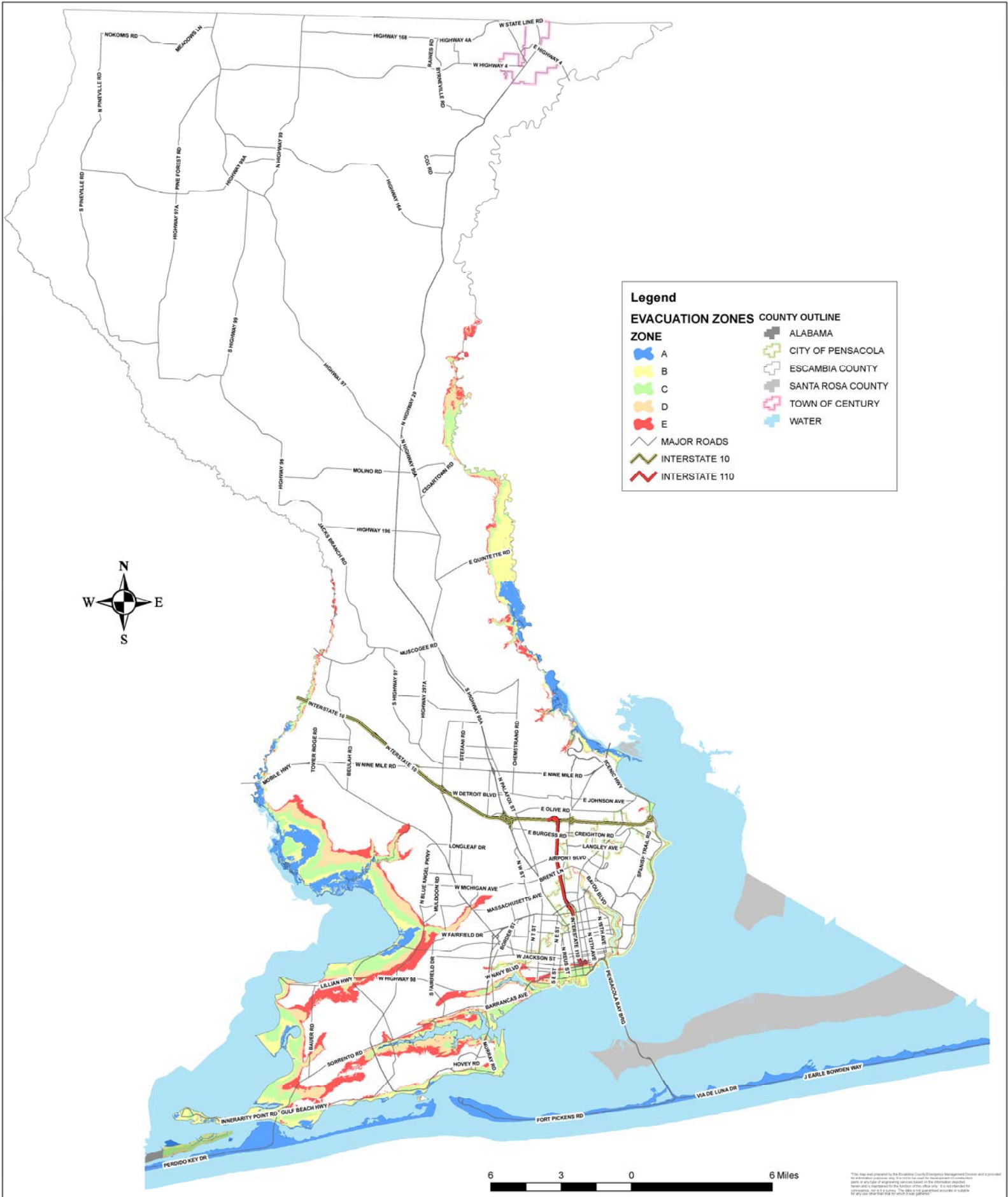


**Legend**

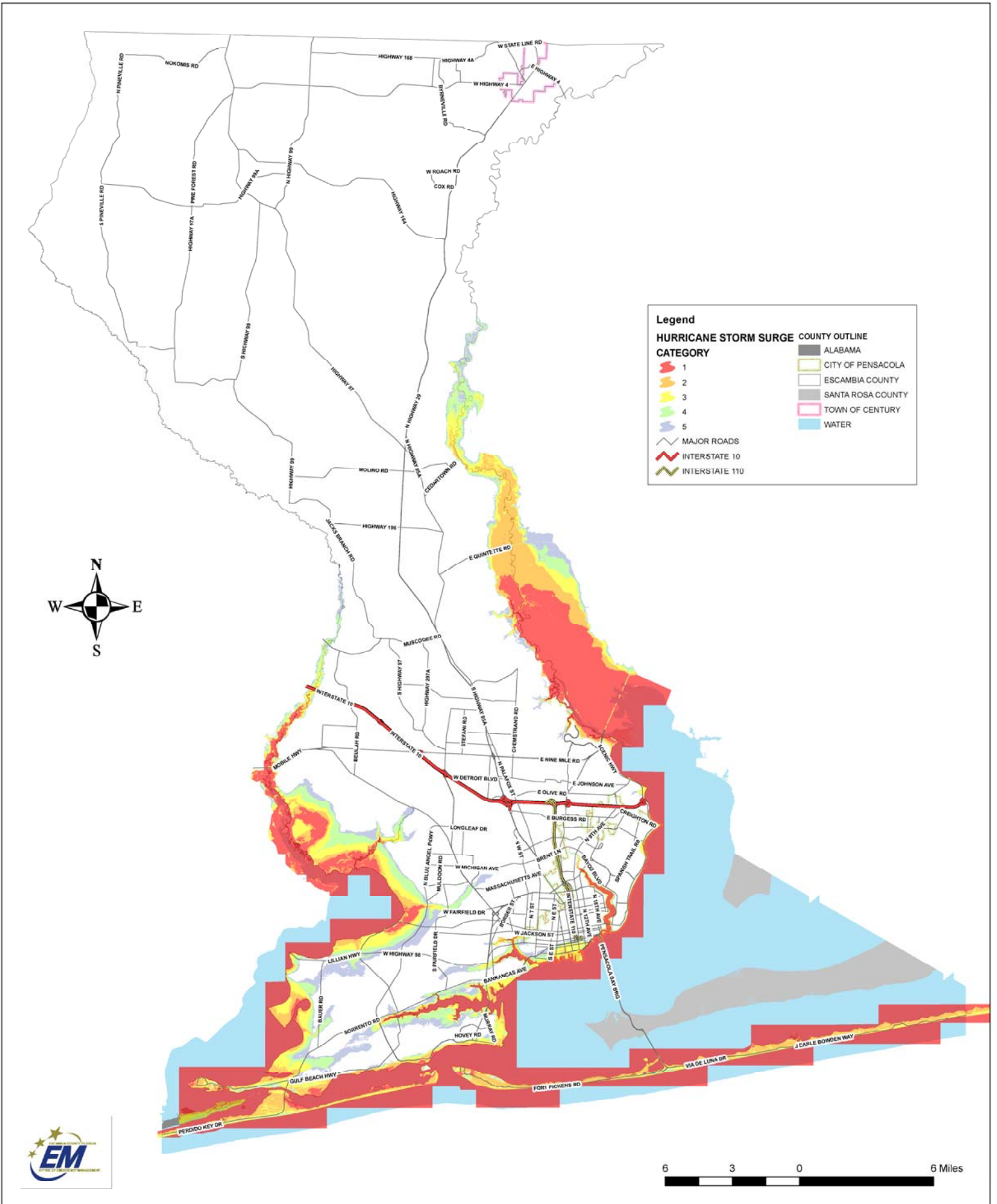
-  STORMWATER AND RESIDENTIAL SUBDIVISION PONDS
-  AGRICULTURAL PURPOSE PONDS
-  MAJOR ROADS
-  INTERSTATE
-  OUTSIDE ESCAMBIA COUNTY
-  CITY OF PENSACOLA
-  ESCAMBIA COUNTY
-  TOWN OF CENTURY
-  WATER



0 1.25 2.5 5 7.5 10 Miles

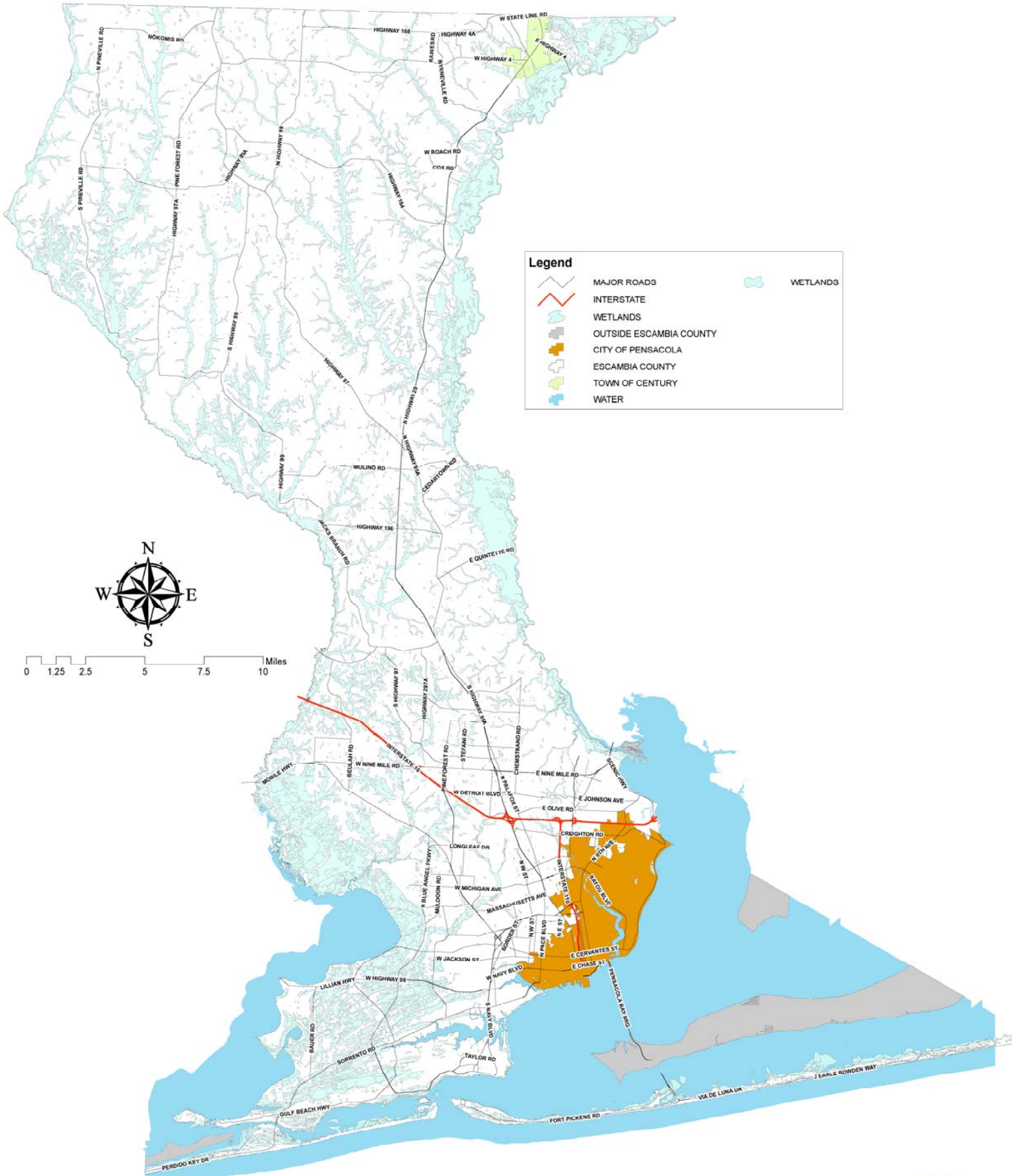


# Escambia County Hurricane Evacuation Zones



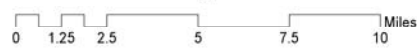
# Escambia County-Storm Surge

# Hazard Identification and Vulnerability Analysis (Wetlands)



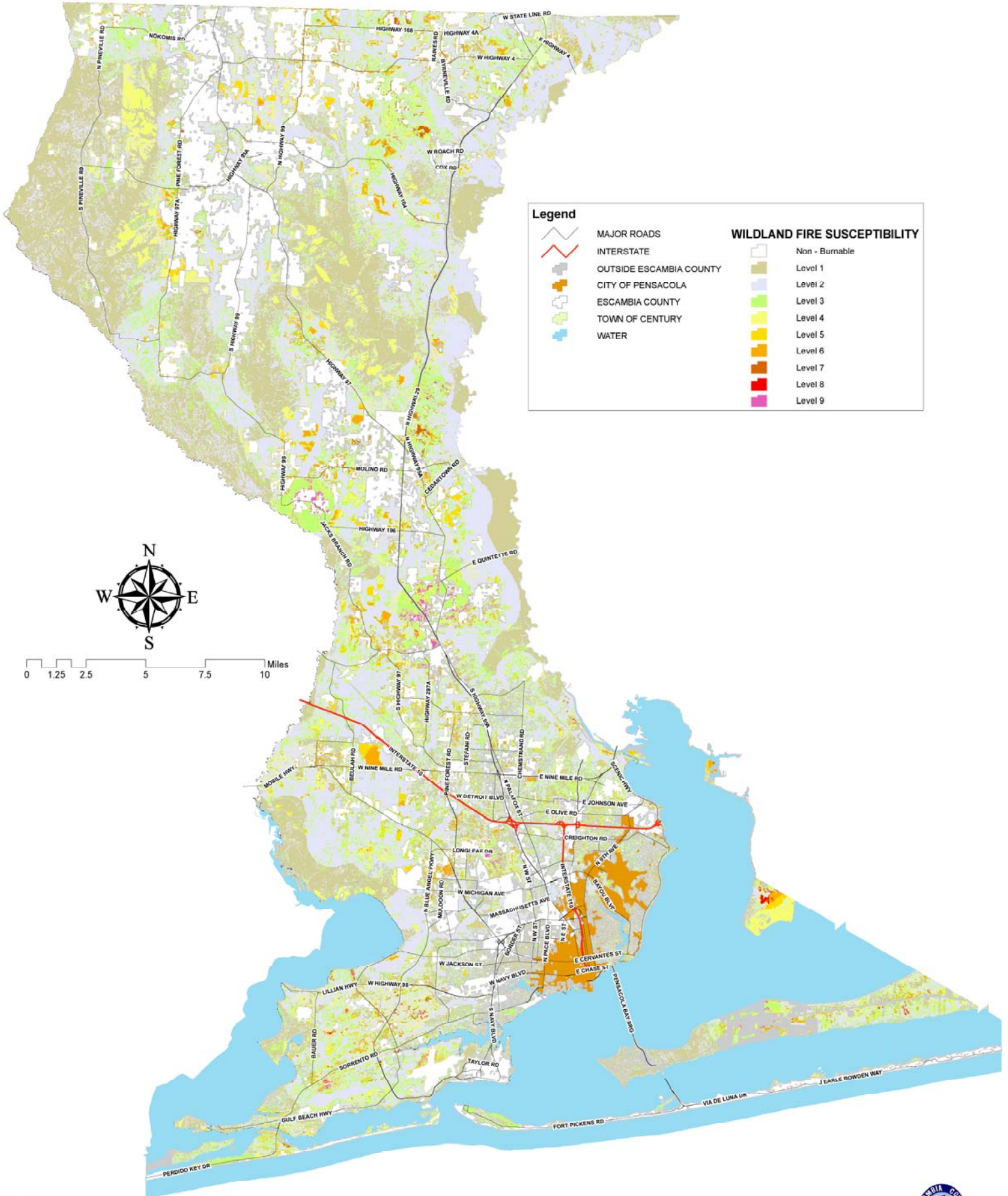
**Legend**

- MAJOR ROADS
- INTERSTATE
- WETLANDS
- OUTSIDE ESCAMBIA COUNTY
- CITY OF PENSACOLA
- ESCAMBIA COUNTY
- TOWN OF CENTURY
- WATER
- WETLANDS

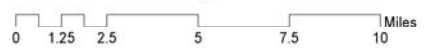




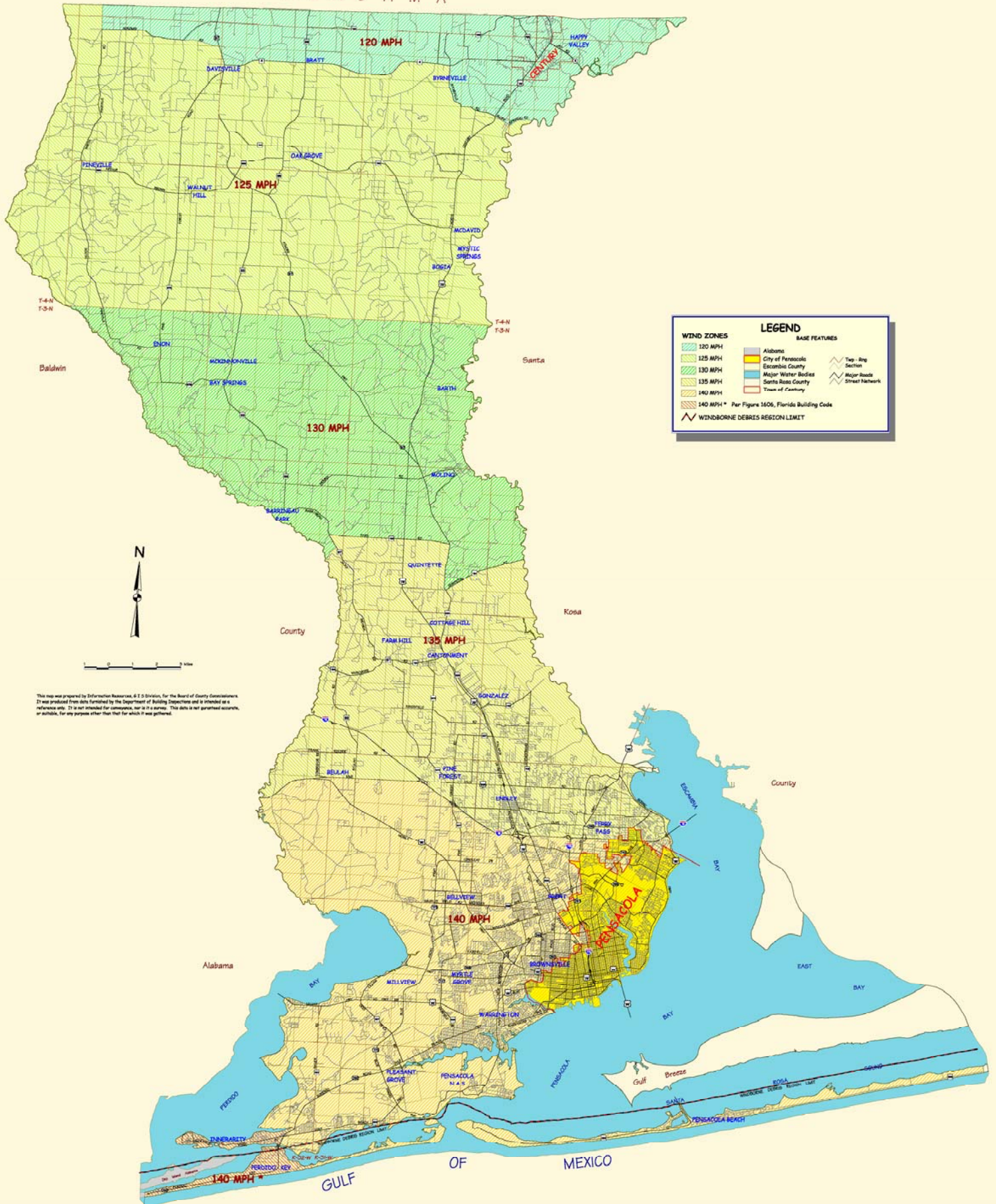
# Hazard Identification and Vulnerability Analysis (Wildland Fire Susceptibility)



Legend		WILDLAND FIRE SUSCEPTIBILITY	
	MAJOR ROADS		Non - Burnable
	INTERSTATE		Level 1
	OUTSIDE ESCAMBIA COUNTY		Level 2
	CITY OF PENSACOLA		Level 3
	ESCAMBIA COUNTY		Level 4
	TOWN OF CENTURY		Level 5
	WATER		Level 6
			Level 7
			Level 8
			Level 9



# ALABAMA



WIND ZONES		LEGEND	
[Lightest Green]	120 MPH	[Red]	Alabama
[Light Green]	125 MPH	[Yellow]	City of Pensacola
[Medium Green]	130 MPH	[Light Blue]	Escambia County
[Yellow-Green]	135 MPH	[Blue]	Major Water Bodies
[Yellow]	140 MPH	[Orange]	Santa Rosa County
		[Red Dashed]	Town of Century
		[Red Dotted]	140 MPH * Per Figure 1606, Florida Building Code
		[Red Triangle]	WINDBORNE DERRIS REGION LIMIT
		[Grey Triangle]	Top-100 Streets
		[Grey Triangle]	Major Roads
		[Grey Triangle]	Street Network

This map was prepared by Information Resources, A.E.S. Division, for the Board of County Commissioners. It was produced from data furnished by the Department of Building Inspectors and is intended as a reference only. It is not intended for computer use or in a survey. This data is not guaranteed accurate or suitable, for any purpose other than that for which it was gathered.

## WIND LOAD CLASSIFICATION ZONES



# APPENDIX T

## **1.0 INTRODUCTION**

On December 17, 2003, the President issued HSPD-8. HSPD-8 established national policies to strengthen the preparedness of the United States to prevent, protect against, respond to, and recover from threatened or actual terrorist attacks, major disasters, and other emergencies within the United States. HSPD-8 directed the Secretary of Homeland Security to develop a national domestic all-hazards preparedness goal in coordination with the heads of other appropriate Federal departments and agencies and in consultation with State, local, tribal, and territorial governments. The *National Preparedness Guidelines (Guidelines)* finalize development of the national preparedness goal and its related preparedness tools.

The purposes of the *Guidelines* are to:

- Organize and synchronize national (including Federal, State, local, tribal, and territorial) efforts to strengthen national preparedness;
- Guide national investments in national preparedness;
- Incorporate lessons learned from past disasters into national preparedness priorities;
- Facilitate a capability-based and risk-based investment planning process; and
- Establish readiness metrics to measure progress and a system for assessing the Nation's overall preparedness capability to respond to major events, especially those involving acts of terrorism.

The *Guidelines* include a vision, capabilities, and priorities for national preparedness. In order to support a consistent nationwide approach to implementation, the *Guidelines* establish three capabilities-based preparedness tools and a National Preparedness System – all of which are discussed in the sections that follow.

## **2.0 VISION**

The vision for the *National Preparedness Guidelines* is:

**A NATION PREPARED with coordinated capabilities to prevent, protect against, respond to, and recover from all hazards in a way that balances risk with resources and need.**

This vision is far-reaching. It recognizes that preparedness requires a coordinated national effort involving every level of government, as well as the private sector, nongovernmental organizations, and individual citizens. It addresses capabilities-based preparedness for the full range of homeland security missions, from prevention through recovery. States, communities, and the Federal Government have worked together for decades to manage natural disasters and technological emergencies, particularly with regard to response and recovery. However, they have far less experience with terrorist attacks, particularly with regard to prevention and protection. The *Guidelines* address all hazards and place heavy emphasis on events at the catastrophic end of the risk continuum, especially terrorist attacks, which would require rapid

and coordinated national action. The vision acknowledges that the Nation cannot achieve total preparedness for every possible contingency and that no two jurisdictions possess identical capability needs. We must weigh the relative risk of catastrophic events when determining the resources available to address each contingency and the unique needs of each community, determine how to best address needs in light of the risks, and thereby achieve optimal and reasonable levels of preparedness.

## 2.1 The *Guidelines* Are the Umbrella for a Range of Readiness Initiatives

HSPD-8 is one of several presidential directives that address how the Nation should prepare to prevent, protect against, respond to, and recover from major incidents. Other presidential directives address the evolving threats posed by terrorist attacks and natural disasters.

The *Guidelines* are umbrella documents that collate many plans, strategies, and systems into an overarching framework, the National Preparedness System. Plans and systems will be implemented and requirements will be matched with resources, consistent with applicable law and subject to the availability of appropriations.

**Figure 1: The *Guidelines* in Context**



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## 2.2 The *Guidelines* Are All-Hazards

As directed by the President in HSPD-8, the *Guidelines* adopt an all-hazards approach to preparedness. An all-hazards approach addresses capabilities-based preparedness to prevent, protect against, respond to, and recover from terrorist attacks, major disasters, and other emergencies.

## 2.3 The *Guidelines* Are Risk-Based

The *Guidelines* establish a risk-based approach to preparedness. Risk is a function of three variables: threat, vulnerability, and consequence. Both threat and vulnerability are influenced by the probabilities of events that are highly uncertain. In order to compensate for that uncertainty, the *Guidelines* provide a set of National Planning Scenarios that represent a range of threats that warrant national attention. The National Planning Scenarios establish common assumptions to guide planning nationwide regarding potential vulnerabilities and consequences (or impacts) of major incidents. Analysis of the range of potential impacts is essential for defining capabilities in terms of both capacity (i.e., how many are needed) and proficiency (i.e., how well must they be able to perform). These capabilities must be reflected in emergency operations plans (for the near-term) and in preparedness strategies (for the long-term). Federal, State, local, tribal, and territorial officials supplement this approach with risk assessments that provide additional data on their specific threats, vulnerabilities, and consequences. As a result, officials can tailor their approach according to differences in risk across the Nation.

## 2.4 The *Guidelines* Are a Call to Action

Preparedness is the foundation of successful National Incident Management System (NIMS) implementation. The NIMS places responsibility on individual Federal, State, local, tribal, and territorial governments and agencies for establishing a preparedness cycle in advance of an incident and for including the private sector, non-governmental organizations, and individual citizens, as appropriate. The cycle of preparedness for prevention, protection, response, and recovery missions may be summarized as follows:

- Plan
- Organize and Staff
- Equip
- Train
- Exercise, Evaluate, and Improve

Preparedness is the responsibility of every level of government, every department, and every agency consistent with its authorities. This includes coordinating preparedness activities among partners operating within their jurisdictional borders, as well as across jurisdictional and geographic borders when dictated by identified threats and risk assessments. Preparedness

should be coordinated across the same multi-agency coordination entities as described in the NIMS. This is the basis for implementing the *Guidelines*, particularly the national priority to Expand Regional Collaboration (see Section 4.1).

Federal, State, local, tribal, and territorial governments, in cooperation with the private and non-profit sectors, each have a unique role in supporting the preparedness framework established by the *Guidelines*. All levels of government should integrate into their preparedness and response plans the capacity of community, faith-based, and other nongovernmental organizations. This integration includes engaging such organizations in the planning process, providing necessary training and credentialing of their personnel, providing necessary resource support for involvement in a joint response, and incorporating the organizations in training and exercises. Of highest importance is the development of mechanisms for coordination of the volunteers, goods, and services available through these organizations.

The *Guidelines* provide a national framework for a capabilities-based preparedness system and are designed to be measurable so that progress can be determined and specific improvements can be made. Specific metrics and standards are under development for jurisdictions to use when conducting preparedness assessments. Additionally, a process is being established to measure the Nation’s overall preparedness. (Guidance on institutionalizing the *Guidelines* is provided within the Secretary’s Letter of Instruction in Appendix A.)

### 3.0 CAPABILITIES

The *Guidelines* establish a capabilities-based approach to preparedness. Simply put, a capability provides the means to accomplish a mission. The *Guidelines* address preparedness for all homeland security mission areas: prevention, protection, response, and recovery. Capabilities are presented alphabetically below by mission area for ease of reference (see Figure 2). Some capabilities cut across all mission areas and are therefore placed in a Common Mission Area.

**Figure 2: Capabilities**

Common Mission Area	Respond Mission Area
Communications	Animal Health Emergency Support
Community Preparedness and Participation	Citizen Evacuation and Shelter-in-Place
Planning	Critical Resource Logistics and Distribution
Risk Management	Emergency Operations Center Management
Intelligence/Information Sharing and Dissemination	Emergency Public Information and Warning
Prevent Mission Area	Environmental Health
CBRNE Detection	Explosive Device Response Operations
Information Gathering and Recognition of Indicators and Warnings	Fatality Management
Intelligence Analysis and Production	Fire Incident Response Support
Counter-Terror Investigations and Law Enforcement	Isolation and Quarantine

<b>Protect Mission Area</b>	<b>Respond Mission Area (continued)</b>
Critical Infrastructure Protection	Mass Care (Sheltering, Feeding, and Related Services)
Epidemiological Surveillance and Investigation	Mass Prophylaxis
Food and Agriculture Safety and Defense	Medical Supplies Management and Distribution
Laboratory Testing	Medical Surge
	Onsite Incident Management
	Emergency Public Safety and Security Response
	Responder Safety and Health
	Emergency Triage and Pre-Hospital Treatment
	Search and Rescue (Land-Based)
	Volunteer Management and Donations
	WMD/Hazardous Materials Response and Decontamination
	<b>Recover Mission Area</b>
	Economic and Community Recovery
	Restoration of Lifelines
	Structural Damage Assessment

Source: Target Capabilities List, as of September 2007

A capability consists of the combination of elements required to deliver the desired outcome. Capability elements are consistent with the NIMS (see Figure 3).

**Figure 3: Elements of Capability**

<b>Planning</b>	Collection and analysis of intelligence and information, and development of policies, plans, procedures, mutual aid agreements, strategies, and other publications that comply with relevant laws, regulations, and guidance necessary to perform assigned missions and tasks.
<b>Organization and Leadership</b>	Individual teams, an overall organizational structure, and leadership at each level in the structure that comply with relevant laws, regulations, and guidance necessary to perform assigned missions and tasks.
<b>Personnel</b>	Paid and volunteer staff who meet relevant qualification and certification standards necessary to perform assigned missions and tasks.
<b>Equipment and Systems</b>	Major items of equipment, supplies, facilities, and systems that comply with relevant standards necessary to perform assigned missions and tasks.
<b>Training</b>	Content and methods of delivery that comply with relevant training standards necessary to perform assigned missions and tasks.
<b>Exercises, Evaluations, and Corrective Actions</b>	Exercises, self-assessments, peer-assessments, outside reviews, compliance monitoring, and actual major events that provide opportunities to demonstrate, evaluate, and improve the combined capability and interoperability of the other elements to perform assigned missions and tasks to standards necessary to achieve successful outcomes.



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Any combination of elements that delivers the desired outcome is acceptable (see Figure 4).

**Figure 4: Capabilities and Outcomes**  
(Listed in Alphabetical Order)

<b>Common</b>
<ul style="list-style-type: none"><li data-bbox="181 472 1442 682">▪ <b>Communications</b> Outcome: A continuous flow of critical information is maintained as needed among multi-jurisdictional and multi-disciplinary emergency responders, command posts, agencies, and governmental officials for the duration of the emergency response operation in compliance with the NIMS. In order to accomplish that, the jurisdiction has a continuity of operations plan for public safety communications including the consideration of critical components, networks, support systems, personnel, and an appropriate level of redundant communications systems in the event of an emergency.</li><li data-bbox="181 714 1442 892">▪ <b>Community Preparedness and Participation</b> Outcome: There is a structure and a process for ongoing collaboration between government and nongovernmental organizations at all levels; volunteers and nongovernmental resources are incorporated in plans and exercises; the public is educated, trained, and aware; citizens participate in volunteer programs and provide surge capacity support; nongovernmental resources are managed effectively in disasters; and there is a process to evaluate progress.</li><li data-bbox="181 924 1442 1134">▪ <b>Planning</b> Outcome: Plans incorporate an accurate threat analysis and risk assessment and ensure that capabilities required to prevent, protect against, respond to, and recover from all-hazards events are available when and where they are needed. Plans are vertically and horizontally integrated with appropriate departments, agencies, and jurisdictions. Where appropriate, emergency plans incorporate a mechanism for requesting State and Federal assistance and include a clearly delineated process for seeking and requesting assistance from appropriate agency(ies).</li><li data-bbox="181 1165 1442 1344">▪ <b>Risk Management</b> Outcome: Federal, State, local, tribal, territorial, and private-sector entities identify and assess risks, prioritize and select appropriate protection, prevention, and mitigation solutions based on reduction of risk, monitor the outcomes of allocation decisions, and undertake corrective actions. Additionally, Risk Management is integrated as a planning construct for effective prioritization and oversight of all homeland security investments.</li><li data-bbox="181 1375 1442 1533">▪ <b>Intelligence/Information Sharing and Dissemination</b> Outcome: Effective and timely sharing of information and intelligence occurs across Federal, State, local, tribal, territorial, regional, and private sector entities to achieve coordinated awareness of, prevention of, protection against, and response to a threatened or actual domestic terrorist attack, major disaster, or other emergency.</li></ul>
<b>Prevent Mission Area</b>
<ul style="list-style-type: none"><li data-bbox="181 1648 1442 1732">▪ <b>CBRNE Detection</b> Outcome: Chemical, biological, radiological, nuclear, and/or explosive (CBRNE) materials are rapidly detected and characterized at borders and ports of entry, critical locations, events, and incidents.</li><li data-bbox="181 1764 1442 1873">▪ <b>Information Gathering and Recognition of Indicators and Warnings</b> Outcome: Locally generated threat and other criminal and/or terrorism-related information is identified, gathered, entered into an appropriate data/retrieval system, and provided to appropriate analysis centers.</li></ul>

- **Intelligence Analysis and Production**  
Outcome: Timely, accurate, and actionable intelligence/information products are produced in support of prevention, awareness, deterrence, response, and continuity planning operations.
- **Counter-Terror Investigations and Law Enforcement**  
Outcome: Suspects involved in criminal activities related to homeland security are successfully deterred, detected, disrupted, investigated, and apprehended. All counterterrorism-related cases are aggressively prosecuted.

**Protect Mission Area**

- **Critical Infrastructure Protection**  
Outcome: The risk to, vulnerability of, and consequence of an attack on critical infrastructure are reduced through the identification of critical infrastructure; conduct, documentation, and standardization of risk assessments; prioritization of assets; decisions regarding protective and preventative programs; and implementation of protective and preventative plans.
- **Epidemiological Surveillance and Investigation**  
Outcome: Potential exposure to disease is identified rapidly by determining exposure and mode of transmission and agent; interrupting transmission to contain the spread of the event; and reducing number of cases. Confirmed cases are reported immediately to all relevant public health, food regulatory, environmental regulatory, and law enforcement agencies. Suspected cases are investigated promptly, reported to relevant public health authorities, and accurately confirmed to ensure appropriate preventive or curative countermeasures are implemented. An outbreak is defined and characterized; new suspect cases are identified and characterized based on case definitions on an ongoing basis; relevant clinical specimens are obtained and transported for confirmatory laboratory testing; the source of exposure is tracked; methods of transmission identified; and effective mitigation measures are communicated to the public, providers, and relevant agencies, as appropriate.
- **Food and Agriculture Safety and Defense**  
Outcome: Threats to food and agricultural safety are prevented, mitigated, and eradicated; affected products are disposed of; affected facilities are decontaminated; public and plant health are protected; notification of the event and instructions of appropriate actions are effectively communicated with all stakeholders; trade in agricultural products is restored safely; and confidence in the U.S. food supply is maintained.
- **Public Health Laboratory Testing**  
Outcome: Chemical, radiological, and biological agents causing, or having the potential to cause, widespread illness or death are rapidly detected and accurately identified by the public health laboratory within the jurisdiction or through network collaboration with other appropriate Federal, State, and local laboratories. The public health laboratory, working in close partnership with public health epidemiology, environmental health, law enforcement, agriculture and veterinary officials, hospitals, and other appropriate agencies, produces timely and accurate data to support ongoing public health investigations and the implementation of appropriate preventative or curative countermeasures.

**Respond Mission Area**

- **Animal Disease Emergency Support**  
Outcome: Foreign animal disease is prevented from entering the United States by protecting the related critical infrastructure and key assets. In the event of an incident, animal disease is detected

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as early as possible, exposure of livestock to foreign diseases is reduced, immediate and humane actions to eradicate the outbreak are implemented, public and animal health and the environment are protected, continuity of agriculture and related business is safely maintained and/or restored, and economic damage is minimized. Trade in agricultural products and domestic and international confidence in the U.S. food supply are safely maintained or restored.

- **Citizen Evacuation and Shelter-In-Place**

Outcome: Affected and at-risk populations (and companion animals to the extent necessary to save human lives) are safely sheltered-in-place or evacuated to safe refuge areas.

- **Critical Resource Logistics and Distribution**

Outcome: Critical resources are available to incident managers and emergency responders upon request for proper distribution and to aid disaster victims in a cost-effective and timely manner.

- **Emergency Operations Center Management**

Outcome: The event is effectively managed through multi-agency coordination for a pre-planned or no-notice event.

- **Emergency Public Information and Warning**

Outcome: Government agencies and public and private sector entities receive and transmit coordinated, prompt, useful, and reliable information regarding threats to their health, safety, and property, through clear, consistent information-delivery systems. This information is updated regularly and outlines protective measures that can be taken by individuals and their communities.

- **Environmental Health**

Outcome: After the primary event, disease and injury are prevented through the quick identification of associated environmental hazards, including exposure to infectious diseases that are secondary to the primary event as well as secondary transmission modes. The at-risk population (i.e., exposed or potentially exposed) receives the appropriate countermeasures, including treatment or protection, in a timely manner. The rebuilding of the public health infrastructure, removal of environmental hazards, and appropriate decontamination of the environment enable the safe re-entry and re-occupancy of the impacted area. Continued monitoring occurs throughout the recovery process in order to identify hazards and reduce exposure.

- **Explosive Device Response Operations**

Outcome: Threat assessments are conducted, the explosive and/or hazardous devices are rendered safe, and the area is cleared of hazards. Measures are implemented in the following priority order: ensure public safety; safeguard the officers on the scene (including the bomb technician); collect and preserve evidence; protect and preserve public and private property; and restore public services.

- **Fatality Management**

Outcome: Complete documentation and recovery of human remains and items of evidence (except in cases where the health risks posed to personnel outweigh the benefits of recovery of remains). Remains receive surface decontamination (if indicated) and, unless catastrophic circumstances dictate otherwise, are examined, identified, and released to the next-of-kin's funeral home with a complete certified death certificate. Reports of missing persons and ante mortem data are efficiently collected. Victims' family members receive updated information prior to the media release. All hazardous material regulations are reviewed and any restrictions on the transportation and disposition of remains are made clear by those with the authority and responsibility to establish the standards. Law enforcement agencies are given all information needed to investigate and prosecute the case successfully. Families are provided incident-specific support services.

- **Fire Incident Response Support**

Outcome: Dispatch and safe arrival of the initial fire suppression resources occur within jurisdictional

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response time objectives. The first unit to arrive initiates the Incident Command System (ICS), assesses the incident scene, communicates the situation, and requests appropriate resources including any necessary mutual aid or cross-discipline support. Firefighting activities are conducted safely and fire hazards are contained, controlled, extinguished, and investigated, and the incident is managed in accordance with emergency response plans and procedures.

- **Isolation and Quarantine**

Outcome: Individuals who are ill, exposed, or likely to be exposed are separated, movement is restricted, basic necessities of life are available, and their health is monitored in order to limit the spread of a newly introduced contagious disease (e.g., pandemic influenza). Legal authority for those measures is clearly defined and communicated to all responding agencies and the public. Logistical support is provided to maintain measures until danger of contagion has elapsed.

- **Mass Care (Sheltering, Feeding, and Related Services)**

Outcome: Mass care services, including sheltering, feeding, and bulk distribution, are rapidly provided for the population and companion animals within the affected area.

- **Mass Prophylaxis**

Outcome: Appropriate drug prophylaxis and vaccination strategies are implemented in a timely manner upon the onset of an event to prevent the development of disease in exposed individuals. Public information strategies include recommendations on specific actions individuals can take to protect their family, friends, and themselves.

- **Medical Supplies Management and Distribution**

Outcome: Critical medical supplies and equipment are appropriately secured, managed, distributed, and restocked in a timeframe appropriate to the incident.

- **Medical Surge**

Outcome: Injured or ill from the event are rapidly and appropriately cared for. Continuity of care is maintained for non-incident related illness or injury.

- **Onsite Incident Management**

Outcome: The event is managed safely, effectively, and efficiently through the common framework of the ICS.

- **Emergency Public Safety and Security Response**

Outcome: The incident scene is assessed and secured; access is controlled; security support is provided to other response operations (and related critical locations, facilities, and resources); emergency public information is provided while protecting first responders and mitigating any further public risks; and any crime/incident scene preservation issues are addressed.

- **Responder Safety and Health**

Outcome: No illnesses or injury to any first responder, first receiver, medical facility staff member, or other skilled support personnel as a result of preventable exposure to secondary trauma, chemical/radiological release, infectious disease, or physical and emotional stress after the initial incident or during decontamination and incident follow-up.

- **Emergency Triage and Pre-Hospital Treatment**

Outcome: Emergency Medical Services (EMS) resources are effectively and appropriately dispatched and provide pre-hospital triage, treatment, transport, tracking of patients, and documentation of care appropriate for the incident, while maintaining the capabilities of the EMS system for continued operations.

- **Search and Rescue (Land-Based)**  
Outcome: The greatest numbers of victims (human and, to the extent that no humans remain endangered, animal) are rescued and transferred to medical or mass care capabilities, in the shortest amount of time, while maintaining rescuer safety.
- **Volunteer Management and Donations**  
Outcome: The positive effect of using unaffiliated volunteers and unsolicited donations is maximized and does not hinder response and recovery activities.
- **WMD/Hazardous Materials Response and Decontamination**  
Outcome: Any hazardous materials release is rapidly identified and mitigated; victims exposed to the hazard are rescued, decontaminated, and treated; the impact of the release is limited; and responders and at-risk populations are effectively protected.

#### Recover Mission Area

- **Economic and Community Recovery**  
Outcome: Economic impact is estimated; priorities are set for recovery activities; business disruption is minimized; and individuals and families are provided with appropriate levels and types of relief with minimal delay.
- **Restoration of Lifelines**  
Outcome: Lifelines to undertake sustainable emergency response and recovery activities are established.
- **Structural Damage Assessment**  
Outcome: Accurate situation needs and damage assessments occur. The full range of engineering, building inspection, and enforcement services are implemented, managed, and coordinated in a way that maximizes the use of resources, aids emergency response, and implements recovery operations. Mitigation projects to lessen the impact of similar future events are identified and prioritized.

Source: *Target Capabilities List, as of September 2007*

The challenge for government officials, working with the private sector, nongovernmental organizations, and individual citizens, is to determine the best way to build capabilities for bolstering preparedness and achieving the *Guidelines*. The “best way” will vary across the Nation. In order to assist officials in that effort, the *Guidelines* establish a Capabilities-Based Preparedness process and three planning tools: the *National Planning Scenarios*; the *Target Capabilities List* (TCL); and the *Universal Task List* (UTL), which are discussed in detail in Appendix B. The *National Planning Scenarios* are designed to identify the broad spectrum of tasks and capabilities needed for all-hazards preparedness. The TCL is a comprehensive catalog of capabilities to perform homeland security missions, including performance measures and metrics for common tasks. The UTL is a library and hierarchy of tasks by homeland security mission area. Capabilities-Based Preparedness encourages flexibility and requires collaboration. More importantly, it helps to ensure that operations planners and program managers across the Nation can use common tools and processes when making planning, training, equipment, and other investments, and can produce measurable results. For more information on how the *Guidelines* contribute to the development of specific homeland security capabilities, please refer to Appendix B.

## 4.0 PRIORITIES

HSPD-8 directs that the *Guidelines* establish measurable readiness priorities and targets. The *Guidelines* include a series of national priorities to guide preparedness efforts that meet the Nation’s most urgent needs (see Figure 5). The priorities reflect major themes and recurring issues identified in national strategies, presidential directives, State and Urban Area Homeland Security Strategies, the Hurricane Katrina Reports, and other lessons-learned reports. The priorities will be updated or refined over time as we implement the *Guidelines* or encounter changes in the homeland security strategic environment.

**Figure 5: National Priorities and Associated Capabilities**

National Priority	Associated Capabilities
Expand Regional Collaboration	Multiple capabilities
Implement the National Incident Management System and National Response Plan	Multiple capabilities
Implement the National Infrastructure Protection Plan	Multiple capabilities
Strengthen Information Sharing and Collaboration Capabilities	Intelligence/Information Sharing and Dissemination Counter-Terror Investigations and Law Enforcement
Strengthen Interoperable and Operable Communications Capabilities	Communications Emergency Public Information and Warning
Strengthen CBRNE Detection, Response, and Decontamination Capabilities	CBRNE Detection Explosive Device Response Operations WMD/Hazardous Materials Response and Decontamination
Strengthen Medical Surge and Mass Prophylaxis Capabilities	Medical Surge Mass Prophylaxis
Strengthen Planning and Citizen Preparedness Capabilities	Planning Citizen Evacuation and Shelter-in-Place Mass Care (Sheltering, Feeding, and Related Services) Community Preparedness and Participation

# APPENDIX U

## Chain of Succession

### County Ordinance

#### Part I, Chapter 2, Article III, Division 1

#### **Sec. 2-65. Designation of emergency interim successors in the event of an attack.**

(1) *Applicability.* The provisions of this section shall apply and authorization to designate emergency interim successors in the event of an attack upon the United States which causes or may cause substantial damage or injury to property and persons in the United States in any manner, by use of bombs, missiles, shellfire, or atomic, radiological, chemical, bacteriological or biological means or other weapons or processes which attack results in the unavailability of the lawful incumbent or incumbents is granted only to the following offices:

- (a) Each member of the board of county commissioners.
- (b) The county administrator, county attorney, all county department heads, deputy department heads and division chiefs.

(2) *Designation.*

(a) Within 30 days after first entering upon the duties of the office, the incumbent of each office shall designate in writing not less than three nor more than seven emergency interim successors to the office and specify their rank in order of succession after any duly authorized deputy so that there will not be less than five duly authorized deputies or emergency interim successors or combination thereof for the office. The name, address and rank in order of succession of each duly authorized deputy and each emergency interim successor shall be filed with the clerk of the board of county commissioners, and all changes in the duly authorized deputies or in the designation or order of succession of emergency interim successor shall be filed with the clerk of the board of county commissioners. Designations of emergency interim successors and changes therein and in the order of succession thereof shall become effective when filed with the clerk.

(b) At least annually, the incumbent in each office shall review and, if necessary, promptly revise the designations of emergency interim successors to ensure that at all times there are at least five qualified emergency interim successors or duly authorized deputies or combinations thereof for the office. This review may also be made at other times whenever the incumbent in an office deems it necessary because of changes in duly authorized deputies, because a designated emergency interim successor has become disqualified to be an emergency interim successor for the office, because the incumbent desires to change the order of succession among the designated emergency interim successors or because for any other reason a change is necessary or desirable. The annual review shall be completed on or before August 1.

(3) *Qualifications.* No person shall be designated or serve as an emergency interim successor unless he is qualified under the Constitution and laws of the State of Florida, and ordinances of the county to hold the office to which he or she is designated an emergency interim successor, but no provision of any ordinance prohibiting an officer or employee of the county from holding another office shall be applicable to an emergency interim successor. At the time of his or her designation, an emergency interim successor shall take such oath and do such other things, if any, as are required to qualify him or her to exercise the powers and discharge the duties of the office as to which he or she has been designated an emergency interim successor; provided, that the designation of an emergency interim successor for an office subject to confirmation by the board of county commissioners shall not require the approval of the board to be effective.



(4) *Removal of designees; change in succession.* Until such time as an emergency interim successor is authorized pursuant to this chapter to exercise the powers and discharge the duties of an office, he or she shall serve as an emergency interim successor at the pleasure of the designating incumbent and may be removed, and his or her order of succession may be changed, by the designating incumbent at any time without cause. In the case of removal of an emergency interim successor, the designating incumbent shall promptly designate another emergency interim successor, if necessary, to maintain the required number of duly authorized deputies and emergency interim successors.

(5) *Assumption of powers and duties of office.* If, in the event of an attack, the incumbent of an office and any duly authorized deputy is unavailable, the emergency interim successor to that office who is highest in rank in order of succession and who is not unavailable.

(Ord. No. 2007-11, §§ 1--5, 3-5-2007; Ord. No. 2008-9, § 1, 1-24-2008)

## **APPENDIX V**

**THE DOCUMENT WAS LATER RECEIVED AND SHOWN ON PAGES 7-11.**

**THE FOLLOWING WAS NOT PROVIDED TO THE CLERK'S OFFICE:**

**RESOLUTION RELATIVE TO AMENDING THE COMPREHENSIVE PLAN  
CONCERNING THE RE-ENTRY PROCEDURES FOLLOWING A DISASTER**

JANET LANDER  
COUNTY ATTORNEY  
BOARD CERTIFIED CITY, COUNTY, AND  
LOCAL GOVERNMENT LAW

ALISON PERDUE  
DEPUTY COUNTY ATTORNEY  
BOARD CERTIFIED CITY, COUNTY, AND  
LOCAL GOVERNMENT LAW

CHARLES V. PEPPLER  
CHIEF LITIGATION ATTORNEY  
BOARD CERTIFIED CIVIL TRIAL ATTORNEY

MICHAEL C. GODWIN  
ASSISTANT COUNTY ATTORNEY  
BOARD CERTIFIED CITY, COUNTY, AND  
LOCAL GOVERNMENT LAW

STEPHEN WEST  
ASSISTANT COUNTY ATTORNEY


RYAN ROSS  
ASSISTANT COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA  
OFFICE OF THE COUNTY ATTORNEY

14 WEST GOVERNMENT STREET, ROOM 411  
PENSACOLA, FLORIDA 32502

TELEPHONE: (850) 595-4970  
TELEFAX: (850) 595-4979



**Department:** Escambia County Attorney's Office  
**From:** Janet Lander, County Attorney   
**Date:** November 7, 2005  
**Issue:** Resolution Amending Comprehensive Plan Concerning  
Re-Entry Procedures Following a Disaster

**RECOMMENDATION:**

That the Board:

- A. Consider adopting a resolution to amend the Comprehensive Emergency Management Plan, Article V, Section D., Re-entry Procedures, to be implemented following a disaster.
- B. Authorize the Chairman to execute the Resolution.

**BACKGROUND:**

At the Committee of the Whole Meeting held on June 8, 2005, the Board was provided a copy of the draft Re-entry Resolution; information received from Don Mayo, Director, Building Inspections concerning occupancy of homes without utilities; list of active contractors and a copy of the City of Sanibel's Welcome Packet for review and comments as to the feasibility of adopting the Resolution and to conforming the City of Sanibel's Welcome Packet for Escambia County. This information along with a list of active contractors could be offered to citizens as they re-enter evacuated areas in Escambia County following a declared disaster. The Board was advised that it may also want to consider advising citizens that they may go online and access a list of current contractors at [www.myescambia.com](http://www.myescambia.com).

RESOLUTION R2005-\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RELATING TO THE ADOPTED COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; AMENDING ARTICLE V, EVACUATION PROCEDURES, SECTION D., RE-ENTRY PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE ESCAMBIA COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN.

WHEREAS, in 2002, the Florida Department of Community Affairs approved the update of the Escambia County Comprehensive Emergency Management Plan (CEMP); and

WHEREAS, the approved plan was thereafter adopted by Resolution R2002-76 by the Escambia County Board of County Commissioners; and

WHEREAS, the Board of County Commissioners wishes to amend the adopted CEMP to address certain matters which relate to access and re-entry of evacuees in Escambia County, Florida

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

**Section 1.** That Article V, Evacuation Procedures, Section D., Re-entry Procedures is hereby amended as follows:

- D. Access and Re-entry Procedures.  
1. Generally:

Regardless of the type of emergency, persons who have been evacuated will not be allowed to ~~re-enter~~ enter the evacuated area until ~~the area~~ it has been deemed safe. The on-scene commander of the incident, or the County Administrator during hurricane threats, will have the final authority for granting access to an evacuated area. This determination made by the County Administrator shall be based upon input received from public safety officials. Even persons with recovery responsibilities must have proper identification and approval before entering the evacuated area. The County will work as quickly as possible to allow persons back to their homes and businesses. Residents can assist by being patient and not blocking roadways needed to transport essential personnel and equipment into the area. ~~Hurricane tides can damage bridges leading to both barrier islands. No one will be allowed onto either island until the bridges have~~

~~been properly inspected. Any agency needing access to either location must gain permission from the EOC before returning to the islands.~~

2. Pensacola Beach and Perdido Key:

a. Every year, beginning January 1<sup>st</sup>, persons residing on or owning property on, owning businesses, property managers, or construction workers contacted to perform work on Pensacola Beach and Perdido Key shall apply for hurricane passes. Applications shall be made to the Santa Rosa Island Authority (for Pensacola Beach commercial and residential leaseholders and construction workers) and the Perdido Key Chamber of Commerce (for persons residing on or owning property on, owning businesses, property managers and construction workers on Perdido Key). A nominal annual fee may be charged by the Santa Rosa Island Authority and the Perdido Key Chamber of Commerce to cover the costs of printing, mailing and administration of such passes. Failure to obtain hurricane passes may result in a denial of access after the area has been evacuated. Following a disaster declaration, all insurance adjusters and contractors performing repair work on either Pensacola Beach or Perdido Key or both must have a contractor's hurricane identification pass, which will be issued by the Escambia County Building Inspections Department. The form of such pass shall be substantially similar to attached Exhibits "A" and "B".

b. Hurricane tides can damage bridges leading to both barrier islands. No one, including government agency personnel, will be allowed onto either island until the bridges have been properly inspected. Any agency needing access to either location must initially gain permission from the Operations Officer in Charge at the Emergency Operations Center (EOC) before using the bridge(s). Reasonable accommodation will be made to persons residing or owning businesses on the barrier islands to allow them to secure their property and perform temporary mitigation to prevent further damages as soon as the bridges have passed inspection and the roads are passable. If the roads are not passable, an appropriate means of transportation may be provided by the County to assist residents and businesses in reaching their homes and places of business. All decisions of the County Administrator regarding access shall be forwarded, in writing, to Florida and Alabama local and State law enforcement agencies. The County Administrator will work in conjunction with Building Officials and Public Health and Safety Officials to facilitate re-occupancy of habitable structures.

c. The County Administrator may, where conditions warrant it, utilize a limited re-entry (re-occupancy) procedure, which access will be determined by zone(s), will be identified by the County Administrator. The County Administrator will work in conjunction with Building

Officials and Public Health and Safety Officials to facilitate re-occupancy of habitable structures.

**Section 2. Inclusion in the Comprehensive Emergency Management Plan**

It is the intention of the Board of County Commissioners that the provisions of this Resolution shall become and be made a part of the Comprehensive Emergency Management Plan; and that the sections of this Resolution may be renumbered or relettered and the word "resolution" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 3. 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 4. Effective Date**

This Resolution shall be effective upon adoption by the Board of County Commissioners.

DONE AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
J. W. Dickson, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

(SEAL)  
BCC Approved:

THE CONDITION OF THE ORIGINAL  
DOCUMENT IS REFLECTED IN THE  
IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS

GOVERNMENT



Green

RESIDENTIAL &  
COMMERCIAL  
LEASEHOLDERS

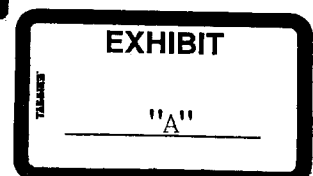


Red

LICENSED CONTRACTORS  
(ISSUED BY ESCAMBIA  
COUNTY CONTRACTOR  
COMPETENCY BOARD)



Purple





Escambia County  
Clerk's Original

11/17/2005 / CAT E-1

RESOLUTION R2005-208

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RELATING TO THE ADOPTED COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; AMENDING ARTICLE V, EVACUATION PROCEDURES, SECTION D., RE-ENTRY PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE ESCAMBIA COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN.

WHEREAS, in 2002, the Florida Department of Community Affairs approved the update of the Escambia County Comprehensive Emergency Management Plan (CEMP); and

WHEREAS, the approved plan was thereafter adopted by Resolution R2002-76 by the Escambia County Board of County Commissioners; and

WHEREAS, the Board of County Commissioners wishes to amend the adopted CEMP to address certain matters which relate to access and re-entry of evacuees in Escambia County, Florida

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

**Section 1.** That Article V, Evacuation Procedures, Section D., Re-entry Procedures is hereby amended as follows:

- D. Access and Re-entry Procedures.
  - 1. Generally:

Regardless of the type of emergency, persons who have been evacuated will not be allowed to ~~re-enter~~ enter the evacuated area until ~~the area~~ it has been deemed safe. The on-scene commander of the incident, or the County Administrator during hurricane threats, will have the final authority for granting access to an evacuated area. This determination made by the County Administrator shall be based upon input received from public safety officials. Even persons with recovery responsibilities must have proper identification and approval before entering the evacuated area. The County will work as quickly as possible to allow persons back to their homes and businesses. Residents can assist by being patient and not blocking roadways needed to transport essential personnel and equipment into the area. ~~Hurricane tides can damage bridges leading to both barrier islands. No one will be allowed onto either island until the bridges have~~

Verified By: *Shirley Carver*  
Date: *11/22/2005*

~~been properly inspected. Any agency needing access to either location must gain permission from the EOC before returning to the islands.~~

2. Pensacola Beach and Perdido Key:

a. Every year, beginning January 1<sup>st</sup>, persons residing on or owning property on, owning businesses, property managers, or construction workers contacted to perform work on Pensacola Beach and Perdido Key shall apply for hurricane passes. Applications shall be made to the Santa Rosa Island Authority (for Pensacola Beach commercial and residential leaseholders and construction workers) and the Perdido Key Chamber of Commerce (for persons residing on or owning property on, owning businesses, property managers and construction workers on Perdido Key). A nominal annual fee may be charged by the Santa Rosa Island Authority and the Perdido Key Chamber of Commerce to cover the costs of printing, mailing and administration of such passes. Failure to obtain hurricane passes may result in a denial of access after the area has been evacuated. Following a disaster declaration, all insurance adjusters and contractors performing repair work on either Pensacola Beach or Perdido Key or both must have a contractor's hurricane identification pass, which will be issued by the Escambia County Building Inspections Department. The form of such pass shall be substantially similar to attached Exhibits "A" and "B".

b. Hurricane tides can damage bridges leading to both barrier islands. No one, including government agency personnel, will be allowed onto either island until the bridges have been properly inspected. Any agency needing access to either location must initially gain permission from the Operations Officer in Charge at the Emergency Operations Center (EOC) before using the bridge(s). Reasonable accommodation will be made to persons residing or owning businesses on the barrier islands to allow them to secure their property and perform temporary mitigation to prevent further damages as soon as the bridges have passed inspection and the roads are passable. If the roads are not passable, an appropriate means of transportation may be provided by the County to assist residents and businesses in reaching their homes and places of business. All decisions of the County Administrator regarding access shall be forwarded, in writing, to Florida and Alabama local and State law enforcement agencies. The County Administrator will work in conjunction with Building Officials and Public Health and Safety Officials to facilitate re-occupancy of habitable structures.

c. The County Administrator may, where conditions warrant it, utilize a limited re-entry (re-occupancy) procedure, which access will be determined by zone(s), will be identified by the County Administrator. The County Administrator will work in conjunction with Building

Officials and Public Health and Safety Officials to facilitate re-occupancy of habitable structures.

**Section 2. Inclusion in the Comprehensive Emergency Management Plan**

It is the intention of the Board of County Commissioners that the provisions of this Resolution shall become and be made a part of the Comprehensive Emergency Management Plan; and that the sections of this Resolution may be renumbered or relettered and the word "resolution" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 3. Severability**

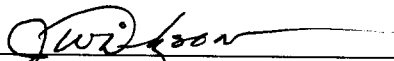
If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

**Section 4. Effective Date**

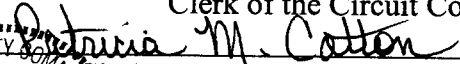
This Resolution shall be effective upon adoption by the Board of County Commissioners.

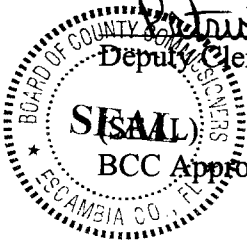
DONE AND ADOPTED this 17<sup>th</sup> day of November 2005.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA


  
\_\_\_\_\_  
J. W. Dickson, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

  
\_\_\_\_\_  
Patricia M. Cotton  
Deputy Clerk



This document approved as to form  
and legal sufficiency

By   
Title County Attorney  
Date 11/17/05

Date BCC Approved  
11/17/2005

THE CONDITION OF THE ORIGINAL  
DOCUMENT IS REFLECTED IN THE  
IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS

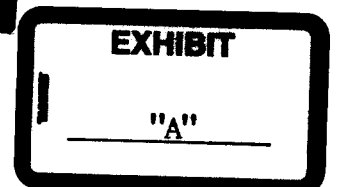
GOVERNMENT



RESIDENTIAL &  
COMMERCIAL  
LEASEHOLDERS



LICENSED CONTRACTORS  
(ISSUED BY ESCAMBIA  
COUNTY CONTRACTOR  
COMPETENCY BOARD)

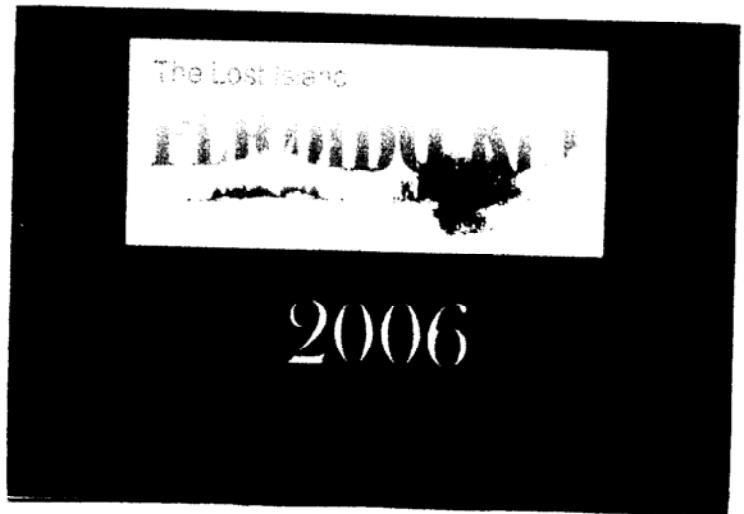


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DOCUMENT IS REFLECTED IN THE  
IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS

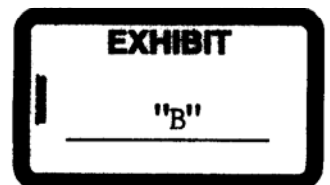
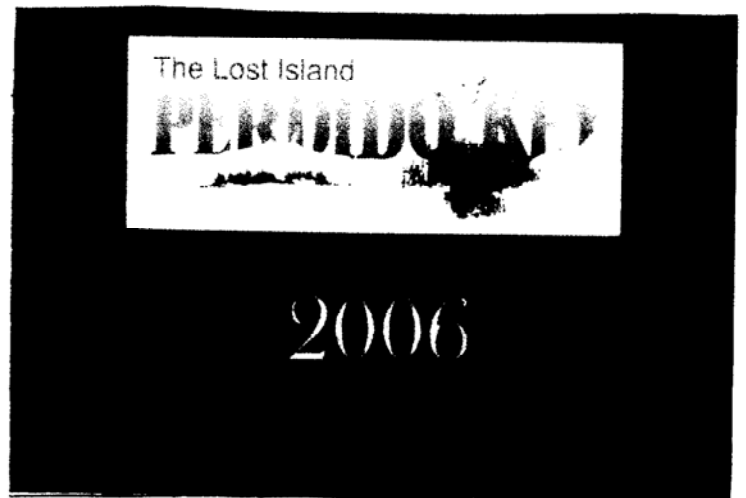
Contractors



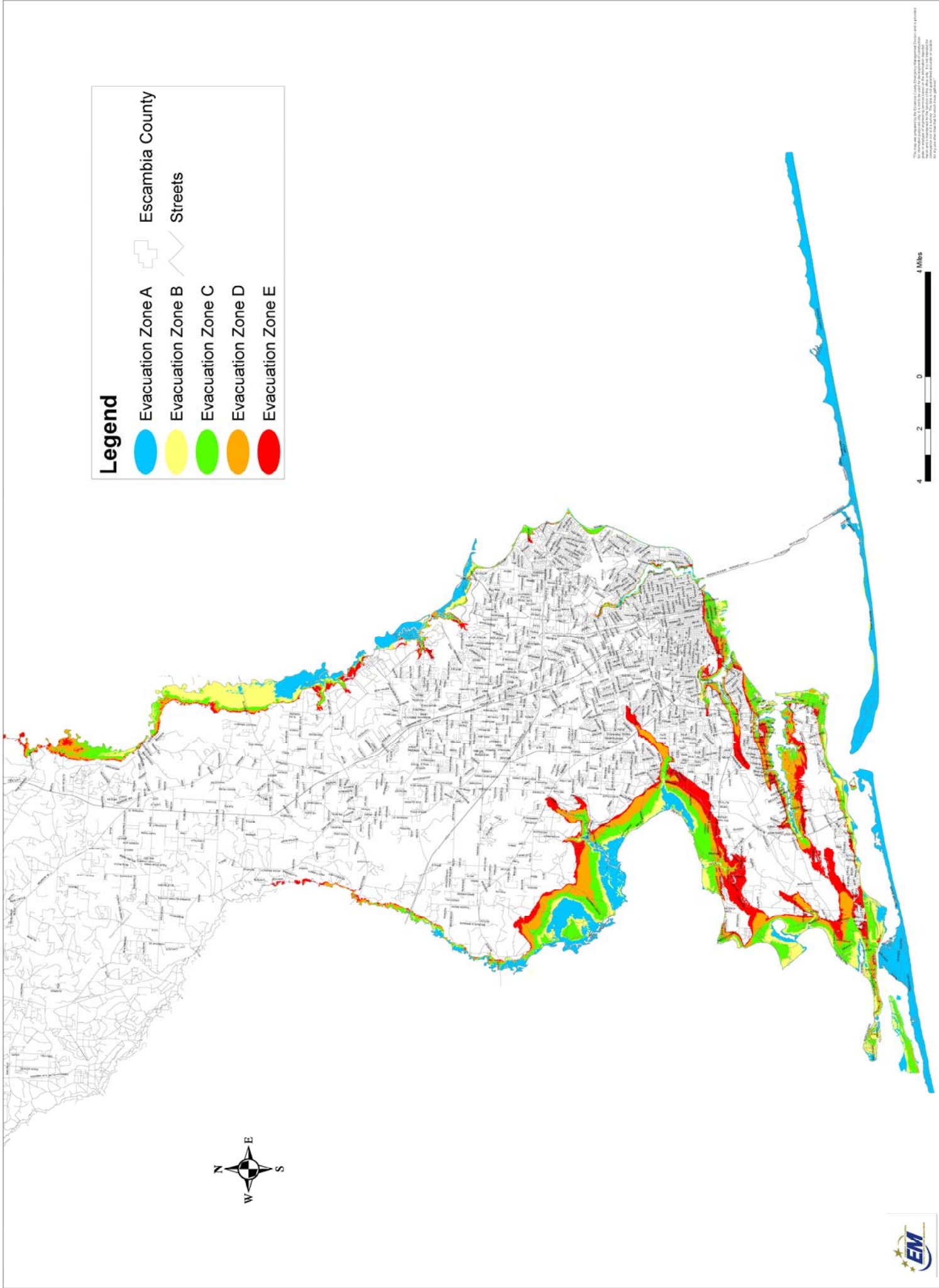
Government



Homeowners, Property Owners, Property  
Managers and Business Owners



# APPENDIX W



**Legend**

- Evacuation Zone A
  - Evacuation Zone B
  - Evacuation Zone C
  - Evacuation Zone D
  - Evacuation Zone E
- Escambia County
  - Streets



**Escambia County Hurricane Evacuation Zones**

This map was prepared by the Escambia County Emergency Management Office. The information presented on this map is for informational purposes only and does not constitute a warranty. The information is provided as a service to the public and is not intended to be used for any other purpose. The information is provided as a service to the public and is not intended to be used for any other purpose.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Technical/Public Service Consent Item #: 6.**

**County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** Acquisition of Property by the Florida Department of Transportation (FDOT) in the County's Name for the Bellview Avenue Bridge Replacement Project  
**From:** Joy D. Blackmon, P. E., Bureau Chief  
**Organization:** Public Works-Infrastructure Branch  
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Acquisition of Property by the Florida Department of Transportation (FDOT), in the County's Name, for the Bellview Avenue Bridge Replacement Project - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning the acquisition of property by the Florida Department of Transportation (FDOT), in the County's name, for right-of-way for FDOT's Bellview Avenue Bridge Replacement Project:

- A. Authorize the FDOT to acquire property, in the County's name, for right-of-way, for the Bellview Avenue Bridge Replacement Project;
- B. Adopt a Resolution to allow FDOT to acquire property, in the County's name, for right-of-way for FDOT's Bellview Avenue Bridge Replacement Project; and
- C. Authorize the County Attorney's Office to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisitions without further action of the Board.

Bellview Avenue is a paved, County-maintained road (R/W varies), which has a bridge crossing on the portion lying east of Mobile Highway. FDOT has a bridge replacement project in design. Due to the limited right-of-way in this area, FDOT's plans indicate a need to acquire property for additional right-of-way on Bellview Avenue to facilitate this project. Since this is a County-maintained road, FDOT policy requires the adoption of a Resolution by the County to allow them to acquire the property, in the County's name. The County will resume maintenance of the bridge area upon completion of FDOT's project.



**BACKGROUND:**

Bellview Avenue is a paved, County-maintained road (R/W varies), which has a bridge crossing on the portion lying east of Mobile Highway. FDOT has a bridge replacement project in design. Due to the limited right-of-way in this area, FDOT's plans indicate a need to acquire property for additional right-of-way on Bellview Avenue to facilitate this project. Since this is a County-maintained road, FDOT policy requires the adoption of a resolution by the County to allow them to acquire the property, in the County's name. The County will resume maintenance of the bridge area upon completion of FDOT's project.

**BUDGETARY IMPACT:**

Indirect staff cost associated with the preparation of documents.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on February 24, 2011.

**PERSONNEL:**

All work associated with this request is being done in-house and no additional staff is required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is consistent with Board policy to cooperate with the State when it is in the public or community interest and for the public welfare. Board action is required to adopt the Resolution.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, Staff will have the Resolution executed by the Chairman and attested by the County Clerk's office, with copies provided to FDOT. County Staff will continue to work with FDOT in meeting their requirements for the Bellview Avenue Bridge Replacement Project.

---

**Attachments**

FDOT Bellview Ave Bridge Resolution

FDOT Bellview Ave Bridge Map

July 9, 2010

This instrument prepared by,  
or under the direction of,  
Heather M. Lane  
Department of Transportation  
P. O. Box 607  
Chipley, FL 32428

Parcel: 100-102 and 700  
Item/Segment No.: 4213111  
Managing District: 3  
C.R.: Bellview Avenue  
County: Escambia

**RESOLUTION**

ON MOTION of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve Bellview Avenue, Section No. 48000028, in Escambia County, Florida: and

WHEREAS, it is necessary that certain privately-owned lands in Escambia County as shown on the attached Exhibit "A", be acquired by the State of Florida Department of Transportation for Escambia County: and

WHEREAS, said property will remain on the County system: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to accept the deeds, in favor of Escambia County, conveying said rights, title and interest to the County for said lands required for transportation purposes and for the County to cooperate with the State of Florida Department of Transportation in any condemnation of any property which may be required, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, that, upon satisfactory completion of the requirements in Section 46-139, Escambia County Code of Ordinances, the County shall accept deeds conveying property to the County for transportation purposes, and the County shall cooperate with the Florida Department of Transportation in the condemnation of any property which may be required.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

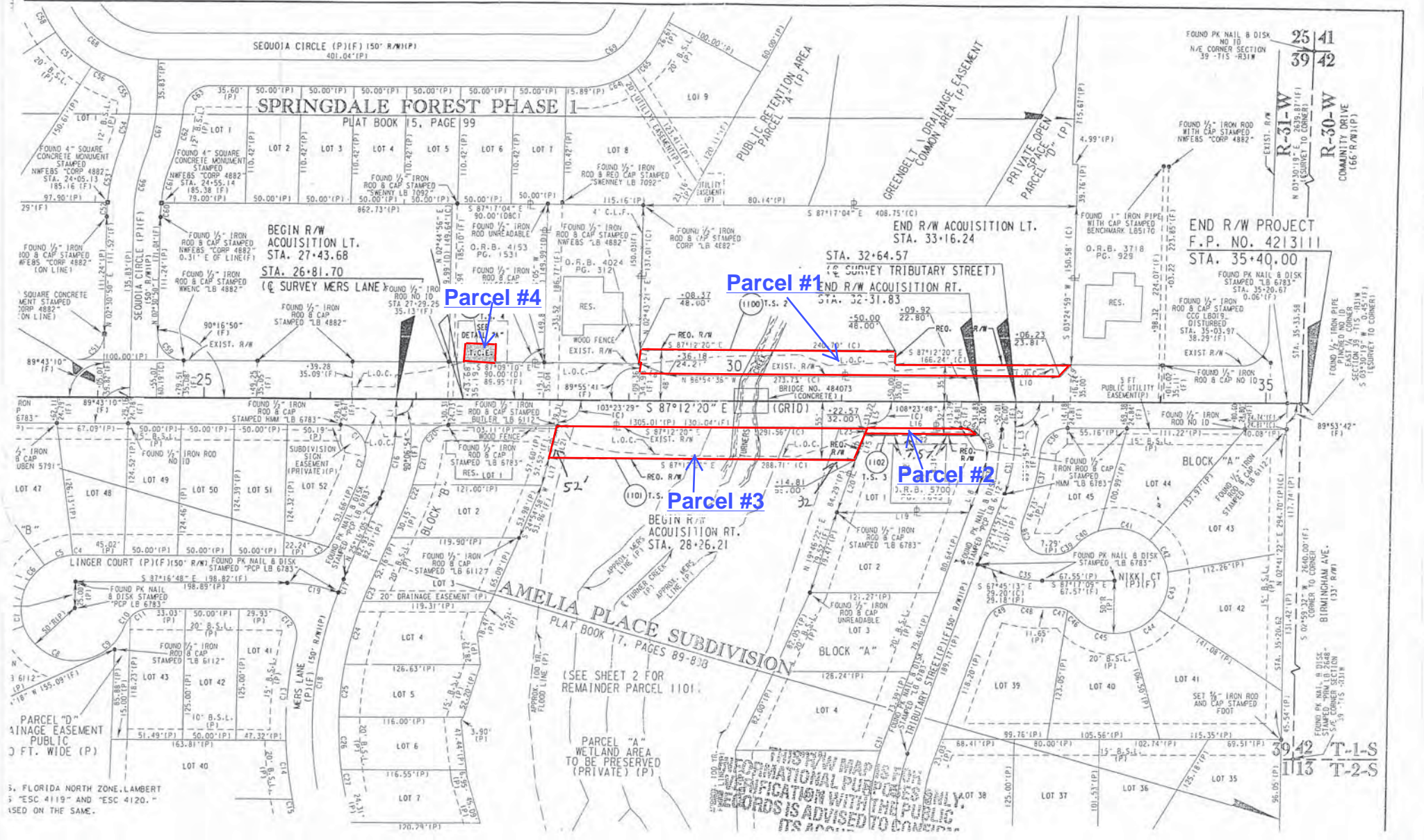
By: \_\_\_\_\_  
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: Asst. County Attorney  
Date: Feb. 24, 2011

Bellview Avenue Bridge No. 484073 / Turner Creek  
FDOT Right-of-Way Map

Exhibit "A"



- Parcel #1: A partial acquisition from Parcel Reference Number 39-1S-31-1000-000-000 / Owned by UIL Family LTD Partnership
- Parcel #2: A partial acquisition from Parcel Reference Number 39-1S-31-4101-010-001 / Owned by David J. Yarema
- Parcel #3: A partial acquisition from Parcel Reference Number 30-1S-31-4101-540-002 / Owned by Amelia Place S/D Homeowners Assoc.
- Parcel #4: A temporary construction easement from Parcel Reference Number 39-1S-31-1100-000-042 / Owned by Vincent Charles

# FDOT'S BELLVIEW AVENUE BRIDGE REPLACEMENT PROJECT



ESCAMBIA COUNTY  
PUBLIC WORKS BUREAU  
LWG 08/10/10 DISTRICT 1



**FOUR PARCELS IMPACTED BY THE BELLVIEW AVENUE BRIDGE PROJECT / PARCELS 1,2 and 3 ARE PARTIAL ACQUISITIONS FOR ADDITIONAL RIGHT-OF-WAY ON BELLVIEW AVENUE / PARCEL 4 REQUIRES A TEMPORARY CONSTRUCTION EASEMENT**



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 7.

### County Administrator's Report

**Date:** 03/17/2011  
**Issue:** Escambia County Housing Finance Authority Reappointments  
**From:** Charles R. (Randy) Oliver, CPA PE  
**Organization:** County Administrator's Office  
**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning Escambia County Finance Authority Reappointments - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board take the following action concerning two reappointments to the Escambia County Housing Finance Authority, as requested by Elbert Jones, Jr., Executive Director:

- A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures; and
- B. Reappoint Lamar B. Cobb and Sandra J. Ward each for another four-year term, effective August 1, 2011, through July 31, 2015.

### **BACKGROUND:**

This Authority was established by the Board of County Commissioners through the adoption of Escambia County Ordinance 80-12, in accordance with the Florida Finance Authority Law, Chapter 78-89, Laws of Florida. The purpose of the Authority is to eliminate the shortage of adequate housing in Escambia County.

Mr. Cobb and Ms. Ward have expressed the desire to serve another term. Their Resumes are provided for your 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**

ECHFA Appointments

Resumes

Elbert Jones Jr  
Executive Director  
[Elbertjones@escambiahfa.com](mailto:Elbertjones@escambiahfa.com)



C.J. Pipkins  
Housing Program Director  
[cjpipkins@escambiahfa.com](mailto:cjpipkins@escambiahfa.com)

Karyn Norton  
Assistant Executive Director  
[karyn.norton@escambiahfa.com](mailto:karyn.norton@escambiahfa.com)

**ESCAMBIA COUNTY**  
**HOUSING FINANCE AUTHORITY**  
[WWW.ESCAMBIAHFA.COM](http://WWW.ESCAMBIAHFA.COM)

Fran Jones  
Accountant  
[fran\\_jones@escambiahfa.com](mailto:fran_jones@escambiahfa.com)

*Serving 1<sup>st</sup> Time Homebuyers since 1982 . . . Providing below market interest rate mortgage loans in over 24 counties in Florida.*

700 South Palafox Street, Suite 310 • Pensacola, Florida 32502-5958  
Phone: (850) 432-7077 • Fax: (850) 438-5205 • Toll Free: (800) 388-1970

February 8, 2011

Charles R. "Randy" Oliver, CPA, P.E.  
County Administrator  
Escambia County  
221 Palafox Place, Suite 420  
Pensacola, FL 32502

Re: Reappointments to the Escambia County Housing Finance Authority -- Lamar B. Cobb & Sandra J. Ward

Dear Mr. Oliver:

Mr. Lamar B. Cobb's and Ms. Sandra J. Ward's appointments to the Escambia County Housing Finance Authority expire on July 31, 2011. Mr. Cobb and Ms. Ward have both expressed a desire to be reappointed to the Authority for an additional four year term commencing August 1, 2011 through July 31, 2015. The members of the Authority would be pleased to retain Mr. Cobb and Ms. Ward as they have considerable experience in the housing needs of Escambia County residents and both have devoted a considerable amount of time and effort to understanding the operation and goals of this Authority.

We thank you for your consideration. If you have any questions, please feel free to contact me at (850) 432-7077.

Sincerely,

A handwritten signature in blue ink, appearing to read "Elbert Jones Jr.", is written over a faint, larger version of the signature.

Elbert Jones Jr  
Executive Director

cc: Lamar B. Cobb  
Sandra J. Ward

RECEIVED  
FEB 09 2011

County Administrator's Office

## RESUME OF LAMAR B. COBB

### PERSONAL INFORMATION

Address: 4630 LaJolla  
Penscola, FL 32504

Marital Status: Married

### EXPERIENCE

January, 1999 - present      Investor - stocks, mutual funds and loans.

October, 1996 -  
June, 1998      Whitney National Bank, Pensacola, Florida  
  
President - Responsible for supervision and management of all banking functions.

January, 1994 -  
October, 1996      American Bank and Trust, Pensacola, Florida  
  
President and CEO - Responsible for supervision and management of all banking functions including bank investments. Bank merged with Whitney National Bank in October, 1996.

August, 1990 -  
December, 1993      Executive Vice President - Responsible for supervision and management of all lending functions.

January, 1990 -  
August, 1990      Sun Bank/West Florida, N. A., Pensacola, Florida  
  
Senior Vice President and Escambia County Loan Officer. Responsible for all areas of lending in the Escambia County branch offices. I was also responsible for my own commercial and commercial real estate portfolio. Member of Bank's loan Committee.



November, 1977 -  
January, 1990

Florida National Bank, Pensacola, Florida

Senior Vice President - Member, Board of Directors.  
Served as the Commercial Loan Manager supervising the  
commercial and commercial real estate loan portfolio.

July, 1974 -  
November, 1977

Florida National Bank at Brent, Pensacola, Florida

President and Chairman of the Board. Responsible for  
Supervision and management of all banking functions.  
Bank merged with Florida National Bank at Pensacola  
On November 1, 1977.

January, 1973 -  
July, 1974

Barnett Bank, Pensacola, Florida

Vice President - Commercial Loan Department. Loan  
portfolio included commercial and commercial real estate  
loans.

EDUCATION

Florida State University, Tallahassee, Florida  
B. S. Degree in Accounting

Graduate - The Graduate School of Banking  
Louisiana State University

COMMUNITY INVOLVEMENT

Escambia County Housing Finance Authority  
Director

AMR at Pensacola, Inc. (Community Development Corp.)  
Director

Pensacola North Rotary Club - Charter Member

SANDRA J. WARD  
 SANDRA J. WARD REALTY, INC.  
 224 E. GARDEN STREET, SUITE 1  
 PENSACOLA, FL 32501  
 850-432-5678  
[sjward@sjwardrealty.com](mailto:sjward@sjwardrealty.com)

Owner- Broker of Sandra J. Ward Realty since 1984  
 Vice President of Montgomery Realtors since 2005

#### Professional Certifications

FL Real Estate Salesman License 1979  
 FL Real Estate Broker License - 1980  
 Commercial Investment Real Estate License (CCIM) -1991  
 FL Community Association Manager License - 1995

#### Real Estate Experience

Owner of General Real Estate Company since 1984  
 Resolution Trust Corporation - 1988-1993 -

- Listing agent - multi-family complexes, commercial, large development tracts
- Asset Manager of multi-family complexes, commercial properties
- Consultant - performed analysis on 35 properties, each valued over \$14,000,000 +  
 Advised condominium & townhouse associations in RTC properties.  
 Analyze and give recommendation for properties to be sold at four Auctions.

Participated in the development and marketing of several properties:

- Port Royal a 60-unit waterfront condominium - downtown Pensacola
- Seville Bayfront - 8 unit water view condominium - downtown Pensacola
- Carlton Palms - converted a hotel into a 141 residential condominium complex with 7 commercial suites. - Downtown Pensacola
- Aragon 138 lot Neo-Traditional community development downtown Pensacola

Served the Pensacola Association as Realtors as Treasurer (2), President-Elect - 1998, President -1999.  
 Board member for a total of 10 years, Realtor of the Year 1993, Property Manager of the Year 2001, Chair of the Commercial Investment, Mediation, Budget & Finance, Strategic Planning, and Professional Standards Committees

Received the NW FL CCIM Commercial Transaction of the Year Award for 1989, 1990 & 1991  
 (For RTC properties valued at least \$5,000,000 each)

Florida Association of Realtors: director for 9 years, 2000 Chair and 1999 Vice Chair of Property Management Council, 2001 District 9 Vice Chairman, 2002 Vice Chair and 2003 Chair of Risk Management. Served on numerous task- forces of the Florida Association of Realtors and the National Association of Realtors.

Association Manager for Carlton Palms Condominium Association and Port Royal Owners Association plus three homeowners associations.

Association manager and hotel management company for the Clarion Suites and Resorts Hotel on Pensacola Beach, FL

#### Community Involvement:

Member of the Downtown Improvement Board (D.I.B) since 1993 and was the chairman 1997 - 1999, Vice Chairman 2004-2007.

Member of the Downtown Improvement Board's Marketing Advisory Council since 1989 and was chairman of MAC and the Leasing Strategy committee from 1991 -1993

Member of Escambia County Housing Authority since 1991 served as Treasurer, Secretary, Vice Chairman and Chairman numerous times. Current 2006-2007 Chairman.



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 8.

### County Administrator's Report

**Date:** 03/17/2011  
**Issue:** Resolution Supporting the Continuation of State Funding for Mental Health and Substance Abuse Services with No Funding Cuts  
**From:** Charles R. (Randy) Oliver, CPA PE  
**Organization:** County Administrator's Office  
**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning a Resolution Supporting the Continuation of State Funding for Mental Health and Substance Abuse Services with No Funding Cuts - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve, on behalf of thousands of individuals residing in Escambia County who receive mental health and substance abuse services from Lakeview Center, Inc., and other care providers, a Resolution authorizing a letter of support from the Board of County Commissioners to the County's State Legislative Delegation and Lobbyist, supporting the continuation of State Funding for Mental Health and Substance Abuse Services with no funding cuts.

### **BACKGROUND:**

The Florida Legislature is raising serious questions regarding whether or not the State can simply rely on the Medicaid program for its mental health and substance abuse care, and eliminate all or most of the mental health and substance abuse services administered through the Department of Children and Families.

Medicaid does not cover many individuals with mental health and substance abuse issues because they do not meet the restrictive Federal disability criteria, or their income levels are slightly above the poverty income threshold that qualifies them for Medicaid.

### **BUDGETARY IMPACT:**

Florida ranks 49th in mental health funding and 35th in substance abuse funding. It is an undisputed fact that investing in mental health and substance abuse services saves taxpayer dollars, by helping individuals avoid costly hospital stays, incarceration, and other related services.

Florida would lose all Federal mental health and substance abuse block Grant funding for failing to maintain a State treatment system. The courts and law enforcement entities would lose their safety net of emergency crisis services they have depended on for decades.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution has been reviewed by and received Legal sign-off from the County Attorney's Office.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Resolution

**RESOLUTION NUMBER R2011-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LETTER FROM THE BOARD OF COUNTY COMMISSIONERS TO THE COUNTY'S STATE LEGISLATIVE DELEGATION ON BEHALF OF THOUSANDS OF INDIVIDUALS RESIDING IN ESCAMBIA COUNTY THAT RECEIVE MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES FROM LAKEVIEW CENTER, INC., AND OTHER AREA PROVIDERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, thousands of individuals residing in Escambia County receive mental health and substance abuse services from Lakeview Center, Inc., and other area providers; and

**WHEREAS**, the Florida Legislature is raising serious questions regarding whether or not the State can simply rely on the Medicaid program for its mental health and substance abuse care, and eliminate all or most of the mental health and substance abuse services administered through the Department of Children and Families; and

**WHEREAS**, Medicaid does not cover many individuals with mental health and substance abuse issues because they do not meet the restrictive Federal disability criteria, or their income levels are slightly above the poverty income threshold that qualifies them for Medicaid; and

**WHEREAS**, Florida would lose all Federal mental health and substance abuse block Grant funding for failing to maintain a State treatment system; and

**WHEREAS**, if the Florida Legislature is successful with its proposals, Escambia County will see a marked increase in emergency room and hospital admissions, forensic commitments, County jail admissions, prison incarcerations, and homelessness would undoubtedly increase; and

**WHEREAS**, the courts and law enforcement entities would lose their safety net of emergency crisis services they have depended on for decades; and

**WHEREAS**, Florida ranks 49th in mental health funding and 35th in substance abuse funding. It is an undisputed fact that investing in mental health and substance abuse services saves taxpayer dollars, by helping individuals avoid costly hospital stays, incarceration, and other related services.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of Escambia County, Florida:

**Section 1:** The forgoing recitals contained in the preamble to this Resolution are incorporated by reference here in.

**Section 2:** This Board supports a letter being sent to the County's Legislative Delegation requesting that the State to continue funding mental health and substance abuse services with no cuts to an already poorly funded system.

**Section 3:** The Clerk shall forward this Resolution to State Senators Greg Evers and Don Gaetz, State Representatives Clay Ford, Clay Ingram and Douglas "Doug" Vaughn Broxson and Escambia County Lobbyist Richard Gentry.

**Section 4:** This Resolution shall take effect upon its adoption.

**ADOPTED** this 17th Day of March 2011.


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

\_\_\_\_\_  
Kevin W. White, Chairman

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

\_\_\_\_\_  
Deputy Clerk

This document approved as to form  
and legal sufficiency

By   
Title County Attorney  
Date 3/10/11



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Technical/Public Service Consent Item #: 9.

### County Administrator's Report

**Date:** 03/17/2011  
**Issue:** Reorganization Chart  
**From:** Charles R. (Randy) Oliver, CPA PE  
**Organization:** County Administrator's Office  
**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning Board of County Commissioners Reorganization Chart - Charles R. "Randy" Oliver, CPA PE, County Administrator

That the Board approve the Reorganization Chart, which eliminates two bureau chief positions and more clearly assigns responsibility. This reorganization reduces operating costs by \$234,106, including benefits.

### **BACKGROUND:**

When the FY2011 budget was adopted there were seven (7) bureau chiefs (Management & Budget, Community & Environment, Public Works, Public Safety, Development Services, Corrections, and Transportation) and an Assistant County Administrator (ACA). The new organization eliminates two (2) bureau chief positions (Transportation and Community & Environment) and has the Assistant Bureau Chiefs (Environmental and Community Services) reporting directly to the ACA. The ACA will have direct accountability for six (6) Departments. The former traffic bureau is being moved under Public Works. There will be Department Directors I, II, and III's, with salary bands based on complexity of operation, number of employees managed and size of budget. **There are no salary changes or modifications involved in this reorganization.** Existing staff will be shifted to the areas of Economic Development and Intergovernmental Affairs/Grants as projects and conditions warrant.

### **BUDGETARY IMPACT:**

The elimination of the two bureau chief positions reduces our budget by \$243,106, including benefits, on an annualized basis based on the existing organizational chart.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

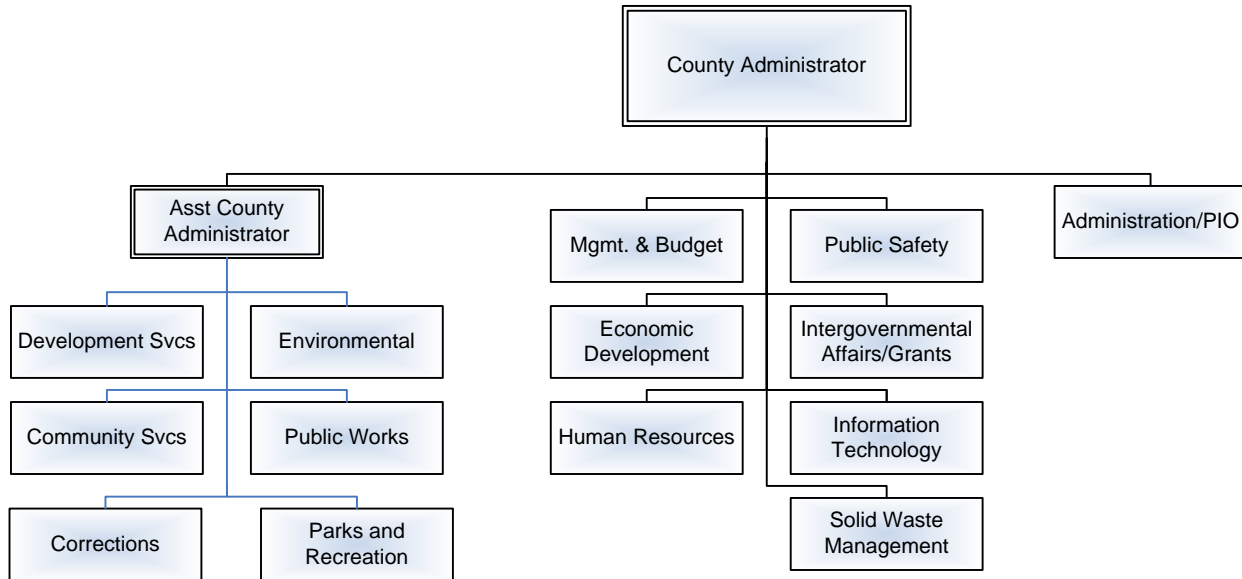
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**Attachments**

reorganization chart



# Escambia County BOCC Organization Chart





**BOARD OF COUNTY COMMISSIONERS**  
**Escambia County, Florida**

**Budget/Finance Consent Item #: 1.**

**County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** Assignment and Amendment of Program Participation Agreement between Pathways for Change, LLC and Escambia County Board of County Commissioners  
**From:** Gordon Pike  
**Organization:** Corrections  
**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Assignment and Amendment of Program Participation Agreement between Pathways for Change, LLC, and Escambia County Board of County Commissioners – Gordon C. Pike, Corrections Bureau Chief

That the Board take the following action concerning the Assignment and Amendment of Participation Agreement between Pathways For Change, LLC, (hereinafter referred to as "Assignor PFC, LLC"), a Florida tax-exempt limited liability company and wholly-owned subsidiary of Baptist Hospital, Inc., a Florida not-for-profit corporation, Pathways For Change, Inc., (hereinafter referred to as "Assignee PFC, Inc."), a Florida not-for-profit corporation and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"):

- A. Approve the Assignment and Amendment of Program Participation Agreement; and
- B. Authorize the Chairman to sign the Agreement.

[Funding Source: General Fund 001, Cost Center 110201, Object Code 58208]

**BACKGROUND:**

On November 18, 2010, the Board approved 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 and Escambia County, Florida, a political subdivision of the State of Florida.

The amended agreement is hereby assigned to Assignee PFC, Inc. and Assignee accepts such assignment, and the County and Assignor PFC, LLC, consent to such

assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Assignor PFC, LLC, under the Agreement shall become the right, duties and obligations of Assignee PFC, Inc., immediately upon this Assignment becoming effective.

**BUDGETARY IMPACT:**

Funding: General Fund 001, Cost Center 110201, Object Code 58208

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney, Kristin D. Hual prepared the Assignment and Amendment of Program Participation Agreement.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

PFC Assignment and Amendment

**ASSIGNMENT AND AMENDMENT OF  
PROGRAM PARTICIPATION AGREEMENT**

**THIS ASSIGNMENT AND AMENDMENT OF AGREEMENT** is made and entered into this \_\_\_ day of March, 2011, by and between Pathways For Change, LLC (hereinafter referred to as " Assignor PFC, LLC" ) , a Florida tax-exempt limited liability company and wholly owned subsidiary of Baptist Hospital, Inc., a Florida not for profit corporation, with administrative offices located at 1211 West Fairfield Drive, Pensacola, Florida 32501, Pathways For Change, Inc. (hereinafter referred to as " Assignee PFC, Inc."), a Florida not for profit corporation, with a principal address of 901 West Moreno Street, 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**, on or about the 1<sup>st</sup> day of October, 2010, Assignor PFC, LLC, and County entered into a Program Participation Agreement (the "Agreement") whereby the County agreed to contribute certain funds for the benefit of the Pathways For Change Program (the "Program"), as described more particularly therein; and

**WHEREAS**, on or about January 31, 2011, all such operations of the Program were assumed by Assignee PFC, Inc.; and

**WHEREAS**, Assignor PFC, LLC, now desires to assign all of its rights, duties, and obligations under the Agreement to Assignee PFC, Inc.; and

**WHEREAS**, Assignee PFC, Inc., now desires to accept an assignment of Assignor PFC LLC's rights, duties and obligations under the Agreement; and

**WHEREAS**, in addition to accepting said assignment, Assignee PFC, Inc., and County further agree to amend certain provisions of the subject Agreement as provided herein.

**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 Assignor, PFC, LLC, Assignee, Inc., and the County as follows:

1. The Agreement is hereby assigned to Assignee PFC, Inc., and Assignee accepts such assignment, and the County and Assignor PFC, LLC, consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Assignor PFC, LLC, under the Agreement shall become the right, duties and obligations of Assignee PFC, Inc., immediately upon this Assignment becoming effective.

2. County, Assignor and Assignee agree to the assumption of the performance of the Agreement by Assignee, and to the release of Assignor from any further performance under the Agreement.

3. County and Assignee agree Paragraph 2 of the Agreement is hereby amended as follows:

2. **Escambia County's Contribution.** The County agrees to contribute up to \$140,000.00 to the Program (the "County Contribution") for fiscal year 2010/2011. The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to the following:

(a) **Admissions Specialist/Court Liaison.** The County agrees to pay full time salary and benefits of the Admissions Specialist/Court Liaison. This position is the liaison to the courts and PFC program. Office space is provided in the Central Booking and Detention facility and cooperates with ESO Staff in the placement of PFC 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. County funds may assist in payment of any portion of these positions if not otherwise funded by the RSAT grant in the new fiscal year.

(c) **Executive Director.** The County agrees to pay full time salary and benefits of the Executive Director of the Center. 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.

(f) **After Care Specialist/Director of PFC Family Center.** The After Care Specialist and Director of the PFC Family Care Center is a full time position including a salary and benefits package, which is funded in part by other contributions. County funds may assist in payment of any portion of this position that is not otherwise funded by other contributions.

(g) **Grant Matching Funds.** Up to \$17,000 of the total contribution may be used by PFC for grant match funds.

(h) **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.

PFC agrees to maintain at least a 50% "Program success rate" equal to the average annual number of Program participants divided by the average annual number of Program graduates as calculated based on the current fiscal year (2010/2011). Should the Program success rate fall below the required minimum, the County Contribution shall be reduced by the amount of \$5,000.00 for each percentage point below the 50% Program success rate.

4. County and Assignee agree Paragraph 3 of the Agreement is hereby amended as follows:

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.

**Annual Report.** In addition, PFC agrees to provide an annual report on the Program described herein to include basic statistical information relevant to the Program (e.g. number of classes, students, and graduates, etc.) and an itemized statement of expenditures for which reimbursement was provided as part of the County's contribution under the Agreement.

5. County and Assignee agree Paragraph 5 of the Agreement is hereby amended as follows:

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 Constance R. Bookman, PO Box 17852, Pensacola, Florida 32522 for PFC.

6. The Agreement and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Agreement or in any instrument, document or consideration executed or delivered pursuant to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Agreement, as amended by this Assignment and Amendment.

7. This Assignment and Amendment of Agreement will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Assignment and Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same agreement.

**IN WITNESS WHEREOF**, the parties have executed this Assignment and Amendment to Agreement individually or by signature of their duly authorized representative as of the day and year first above written.

**COUNTY:**  
**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: FCF  
Date: 3/3/11

**ASSIGNOR:**  
**PATHWAYS FOR CHANGE, LLC**, a  
Florida limited liability company and  
wholly owned subsidiary of **BAPTIST**  
**HOSPITAL, INC.**, a Florida not for profit  
corporation

In the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

By: \_\_\_\_\_  
Mark Faulkner, Vice President

**ASSIGNEE:**  
**PATHWAYS FOR CHANGE, INC.**, a  
Florida not for profit corporation

By: \_\_\_\_\_  
Michael Carro, Director

ATTEST:

\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)





## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 2.

### County Administrator's Report

**Date:** 03/17/2011  
**Issue:** Letter of Agreement with the Agency for Health Care Administration (AHCA)  
**From:** Amy Lovoy  
**Organization:** Management and Budget Services  
**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning a Letter of Agreement with the Agency for Health Care Administration (AHCA) - Amy Lovoy, Management & Budget Bureau Chief

That the Board approve the Letter of Agreement between the State of Florida's Agency for Health Care Administration and Escambia County, allowing the County to participate in the Low Income Pool, which will provide matching dollars for Escambia Community Clinics.

### **BACKGROUND:**

Approval of this letter of agreement will allow the County and the Escambia Community Clinics to participate in AHCA's Low Income Pool. This program provides matching funds to qualifying low-income clinics such as the Escambia Community Clinics. The County will send to AHCA \$50,139, and AHCA will return to Escambia Community Clinics a total of \$142,563.

### **BUDGETARY IMPACT:**

No additional funds are required. A total of \$50,139 of the existing allocation for the Escambia Community Clinics will be redirected to AHCA. AHCA will then send Escambia Community Clinics \$142,563.

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Agreement approved by the County Attorney's Office.

### **PERSONNEL:**

N/A

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

ACHA ECC Agreement

## Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between Escambia County (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2010-2011, passed by the 2010 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of \$50,139.
  - a) The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large.
  - b) The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:
    - i. The Disproportionate Share Hospital (DSH) program.
    - ii. The removal of inpatient and outpatient reimbursement ceilings for teaching, specialty and community hospital education program hospitals.
    - iii. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent.
    - iv. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
    - v. Increase the annual cap on outpatient services for adults from \$500 to \$1,500.
    - vi. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.
    - vii. Medicaid LIP payments to hospitals in the approved appropriations categories.
    - viii. Medicaid LIP payments to Federally Qualified Health Centers.
    - ix. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.
    - x. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.

2. The County will pay the State an amount not to exceed the grand total amount of \$50,139. The County will transfer payments to the State in the following manner:
  - a) The first quarterly payment of \$12,537 for the months of July, August, and September is due upon notification by the Agency.
  - b) Each successive payment of \$12,534 is due as follows, November 1, 2010, March 31, 2011 and June 15, 2011.
  - c) The State will bill the County each quarter payments are due.
3. The enhanced FMAP is in effect for the first six months of SFY 2010-11. Any payments made by the Agency on or after January 1, 2011, will not be eligible for the enhanced FMAP. Therefore, the County will be responsible for funding the State share required as a result of the reduced FMAP. If funding is not adequate due to the FMAP change, the State will reduce the rate to the level of funded by the County.
4. Timelines: This agreement must be signed and submitted to the Agency no later than May 31, 2011, to be effective for SFY 2011.
5. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2010-2011.
6. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured 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.
7. 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.
8. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
9. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.
10. This Letter of Agreement covers the period of July 1, 2010 through June 30, 2011.

**WITNESSETH:**

**IN WITNESS WHEREOF** the parties have duly executed this Letter of Agreement on the day and year above first written.

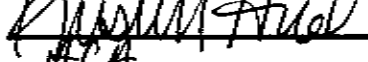
**COUNTY:**  
Board of County Commissioners  
Escambia County, Florida

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Kevin W. White, Chairman

\_\_\_\_\_  
Deputy Clerk

This document approved as to form and legal sufficiency.

By:   
Title: HCA  
Date: 3/3/11

**STATE OF FLORIDA**

\_\_\_\_\_  
Phil E. Williams  
Assistant Deputy Secretary for Medicaid  
Finance, Agency for Health Care  
Administration

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

<b>Local Government Intergovernmental Transfers</b>	
<b>Program / Amount</b>	<b>State Fiscal Year 2010-2011</b>
DSH	
LIP, Exemptions & SWI	50,139
Nursing Home SMP	
<b>Total Funding</b>	<b>\$50,139</b>



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 3.**

**County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** Supplemental Budget Amendment #128 - Central Energy Loan Debt Payment  
**From:** Amy Lovoy  
**Organization:** Management and Budget Services  
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #128 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #128, Debt Service Fund (203) in the amount of \$78,811, to recognize a specific portion of the available fund balance, and to appropriate these funds to be used for the final debt service payment on the Central Energy Performance loan.

**BACKGROUND:**

In FY 09/10 one-time funding allocations were used to pay off specific debts, thus freeing up re-curring dollars for re-curring operations moving forward. This SBA reflects specific funds being allocated to complete the final debt service payment for the Central Energy Performance loan scheduled for April 1, 2011.

**BUDGETARY IMPACT:**

This supplemental budget amendment will increase Fund 203 by \$78,811.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires increases and decreases in funding to be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

SBA#128 - Central Energy Loan Payment



Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2011-\_\_\_\_\_

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, a specific portion of the fund balance in the Debt Service Fund (203) must be brought forward to make the final debt payment on the Central Energy Performance Loan scheduled for April 1, 2011 and these funds must be recognized and appropriated accordingly.

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:

Debt Service Fund Name	203 Fund Number	Account Code	Amount
Fund Balance	203	389901	78,811
<b>Total</b>			<b>\$78,811</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Principle	203/110251	57101	78,118
Interest	203/110251	57201	693
<b>Total</b>			<b>\$78,811</b>

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  
#128



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Budget/Finance Consent Item #: 4.

### County Administrator's Report

**Date:** 03/17/2011  
**Issue:** Supplemental Budget Amendment #131 - Animal Shelter Fees  
**From:** Amy Lovoy  
**Organization:** Management and Budget Services  
**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #131 - Amy Lovoy,  
Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #131, General Fund (001) in the amount of \$36,950, to establish an appropriate budget at the Animal Shelter for micro-chipping, heartworm testing and vaccinations due to a revised fee schedule, and to appropriate these funds for the operation of the Animal Shelter.

### **BACKGROUND:**

On September 16, 2010, the Board of County Commissioners voted to approve a new fee schedule at the Animal Shelter. These additional fees associated with micro-chipping, heart worm testing and vaccinations must be recognized and appropriated.

### **BUDGETARY IMPACT:**

This amendment will increase Fund 001 by \$36,950.

### **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

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**Attachments**

SBA# 131

**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

Resolution Number  
R2011-

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 County Budget; and

WHEREAS, Escambia County Animal Services amended their fee schedule and as a result a new budget is being established for two revenues, and this new budget now 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:

General Fund Fund Name	1 Fund Number		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Testing & Micro-chipping	1	342930 (new)	\$6,300
Vacinations	1	342928	32,595
Less 5% Statutory Reduction	1	389905	(1,945)
<b>Total</b>			<b>\$36,950</b>
<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Operating Supplies	001/220204	55201	\$36,950
<b>Total</b>			<b>\$36,950</b>

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  
#131



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 5.**

**County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** Supplemental Budget Amendment #135 – Insurance Proceeds for Road Department  
**From:** Amy Lovoy  
**Organization:** Management and Budget Services  
**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #135 - Amy Lovoy, Management and Budget Services Bureau Chief

That the Board adopt the Resolution approving Supplemental Budget Amendment #135, Transportation Trust Fund (175) in the amount of \$15,728, to recognize insurance proceeds received for damage to pole barns at the Road Department, and to appropriate these funds for purchasing replacement buildings.

**BACKGROUND:**

Pole barns at the Road Department were damaged by high winds on January 5, 2011. Insurance proceeds for the damage in the amount of \$15,728 will be used to replace the buildings.

**BUDGETARY IMPACT:**

This amendment will increase Fund 175 by \$15,728.

**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

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**Attachments**

sa135

Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2011-

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 received an insurance reimbursement for damage to pole barns at the Road Department, 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:

Transportation Trust Fund	175		
Fund Name	Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Insurance Proceeds	175	369008	\$15,728
<b>Total</b>			<b>\$15,728</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Buildings	175/210402	56201	\$15,728
<b>Total</b>			<b>\$15,728</b>

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



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 6.**

**County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** Purchase of Six Ford F-750 XL Trucks, PD10-11.031  
**From:** Amy Lovoy  
**Organization:** Management and Budget Services  
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Purchase of Six Ford F-750 XL Trucks - Amy Lovoy,  
Management and Budget Services Bureau Chief

That the Board authorize the County to piggyback off the State of Florida Term Contract for Medium and Heavy Trucks, Contract #070-700-11, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-64, Board approval, for two Ford F-750 XL crew cab trucks and four Ford F-750 XL regular cab trucks, with specified options, in the total amount of \$584,710.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

**BACKGROUND:**

The six trucks with property numbers 40887, 40888, 40889, 40890, 45820 and 42475 are being replaced due to age and condition.

**BUDGETARY IMPACT:**

Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**



N/A

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Orders.

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 7.**

**County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** County Road 97 Capital Improvement Project/International Paper Company  
**From:** Joy D. Blackmon, P.E.  
**Organization:** Public Works  
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning County Road 97 Capital Improvement Project/  
International Paper Company - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning the County Road 97 Capital Improvement Project/International Paper Company:

- A. Authorize reimbursement to International Paper Company, in the amount of \$249,362.79, for engineering work performed by Jacobs Engineering for the County Road 97 Capital Improvement Project; and
- B. Approve the Amendment to Agreement between Escambia County, Florida, and International Paper Company Relating to Effluent Water Pipeline Installation and County Road 97, to reflect that International Paper Company will not perform new road or infrastructure construction on County Road 97.

Meeting in regular session on May 20, 2010, the Board approved an Agreement between Escambia County, Florida, and International Paper Company (IPC) relating to Effluent Water Pipeline Installation and County Road 97. In this Agreement, Escambia County agreed to pay Jacobs Engineering for the engineering work, which includes additional milling, resurfacing and widening of County Road 97. The final invoice for engineering design services was received from International Paper Company on January 26, 2011.

Staff is requesting that the Agreement between Escambia County, Florida, and International Paper Company be amended to reflect that International Paper Company will not perform new road or infrastructure construction on County Road 97. The cost estimate, as provided by International Paper Company, to construct the widening of County Road 97 and associated drainage infrastructure, relocation of existing utilities

and other improvements is \$2.1M.

Staff has determined that this cost is high and would like to bid the project out utilizing the Escambia County Competitive Sealed Bid Process. Staff estimates that cost for this project will be around \$1.4M, saving the County approximately \$700K.

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107/56301, Project No. 08EN0115, and Fund 351 "Local Option Sales Tax II," Account 210105/56301, Project No. 05EN1515]

**BACKGROUND:**

Meeting in regular session on May 20, 2010, the Board approved an Agreement between Escambia County, Florida, and International Paper Company (IPC) relating to Effluent Water Pipeline Installation and County Road 97. In this agreement, Escambia County agreed to pay Jacobs Engineering for the engineering work, which includes additional milling, resurfacing and widening of County Road 97. The final invoice for engineering design services was received from International Paper Company on January 26, 2011.

Staff is requesting that the Agreement between Escambia County, Florida, and International Paper Company be amended to reflect that International Paper Company will not perform new road or infrastructure construction on County Road 97. The cost estimate, as provided by International Paper Company, to construct the widening of County Road 97 and associated drainage infrastructure, relocation of existing utilities and other improvements is \$2.1M.

Staff has determined that this cost is high and would like to bid the project out utilizing the Escambia County Competitive Sealed Bid Process. Staff estimates that cost for this project will be around \$1.4M, saving the County approximately \$700K.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 352 "Local Option Sales Tax III," Account 210107/56301, Project No. 08EN0115, and Fund 351 "Local Option Sales Tax II," Account 210105/56301, Project No. 05EN1515.

**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, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a voucher will be submitted to the Clerk's Office for processing.

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**Attachments**

International paper

Board Action

Agreement

Amendment

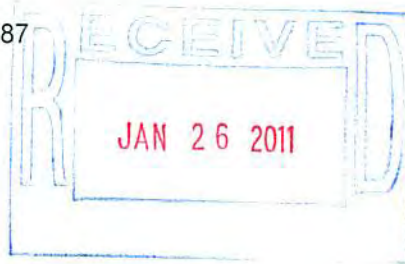
563



# INVOICE

Office Papers  
375 Muscogee Road  
P.O. Box 87  
Cantonment, Florida 32533-0087  
850 968-2121

INVOICE NO: ST-11-01  
DATE: January 25, 2011



To: Escambia County  
Escambia County Engineer  
1190 West Leonard Street  
Pensacola, Florida 32501

Attention: Joy Blackmon

Reference: County Road 97

TERMS: NET 15 DAYS

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	AGREEMENT RELATED TO EFFLUENT WATER PIPELINE INSTALLATION AND COUNTY ROAD 97  PERIOD BILLING: NOV 09 THRU DEC 31, 2010		\$ 249,362.79
	<b>TOTAL DUE:</b>		\$ 249,362.79

*wb*  
*Jhe*  
I.P.

Make all checks payable to: International Paper  
P. O. Box 87  
Cantonment, FL 32533

(Mail - Attn : Brian Till)

If you have any questions concerning this invoice, call: Denise Samuel, 850-968-2121 ext 2264

# ESCAMBIA COUNTY INVOICE FOR WORK ON CR 97

## Jacob's Billing

Nov '09	7,648.48
Dec '09	9,472.33
Jan '10	6,885.84
Feb '10	17,557.24
Mar '10	12,992.32
April '10	21,760.36
May '10	19,667.71
June '10	21,562.71
July '10	16,674.01
Aug '10	22,360.23
Sept '10	244.92
Oct '10	13,892.37
Nov '10	11,076.57
Dec '10	31,635.20

<b>Total</b>	<b>213,430.29</b>
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## Baskerville-Donovan, Inc. Billing

7/15/2010	1,800.00
7/16/2010	1,620.00
7/19/2010	2,145.00
7/20/2010	2,040.00
7/21/2010	2,520.00
7/22/2010	2,280.00
7/23/2010	1,260.00
7/26/2010	2,520.00
7/27/2010	2,340.00
7/28/2010	2,280.00
7/29/2010	2,820.00
7/30/2010	2,160.00
8/30/2010	10,147.50

<b>Total</b>	<b>35,932.50</b>
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<b>Grand Total as of Dec 31, 2010</b>	<b>249,362.79</b>
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# JACOBS

Project	Item Date	Task	Employee/Supplier	Quantity	UOM	Accrued Reve	Bill Rate	Job	Job Billing Title
16MP2900	11-Nov-09	2030	JARDELL, JEREMY P.	7.5	Hours	608.98	33.832	1210	Civil Engineering
16MP2900	13-Nov-09	2030	JARDELL, JEREMY P.	8.25	Hours	669.87	33.832	1210	Civil Engineering
16MP2900	13-Nov-09	2030	WOOLEY, ERIC C.	1	Hours	141.28	58.8674	140	Project Manager
16MP2900	13-Nov-09	2030	SANTORO, MURRAY B	4	Hours	618.55	64.4329	160	Manager Of Design Engineering
16MP2900	13-Nov-09	2030	MONK, ROY	1	Hours	108.59	45.2461	1210	Civil Engineering
16MP2900	13-Nov-09	2030	LARSEN, THOMAS EDWARD (Thom)	4	Hours	338.56	35.2664	1620	CAD Design
16MP2900	20-Nov-09	2030	JARDELL, JEREMY P.	2.5	Hours	202.99	33.832	1210	Civil Engineering
16MP2900	20-Nov-09	2030	WOOLEY, ERIC C.	3	Hours	423.84	58.8674	140	Project Manager
16MP2900	20-Nov-09	2030	SANTORO, MURRAY B	3	Hours	463.92	64.4329	160	Manager Of Design Engineering
16MP2900	20-Nov-09	2030	MONK, ROY	4	Hours	434.36	45.2461	1210	Civil Engineering
16MP2900	20-Nov-09	2030	LARSEN, THOMAS EDWARD (Thom)	6.5	Hours	550.15	35.2664	1620	CAD Design
16MP2900	27-Nov-09	2030	WOOLEY, ERIC C.	1	Hours	141.28	58.8674	140	Project Manager
16MP2900	27-Nov-09	2030	SANTORO, MURRAY B	1	Hours	154.64	64.4329	160	Manager Of Design Engineering
16MP2900	27-Nov-09	2030	MONK, ROY	7	Hours	760.13	45.2461	1210	Civil Engineering
16MP2900	27-Nov-09	2030	LARSEN, THOMAS EDWARD (Thom)	24	Hours	2031.34	35.2664	1620	CAD Design
				77.75		7648.48			
16MP2900	4-Dec-09	2030	LEACOCK, ROBERT J	1	Hours	169.7	70.7092	140	Project Manager
16MP2900	4-Dec-09	2030	JARDELL, JEREMY P.	3	Hours	243.59	33.832	1210	Civil Engineering
16MP2900	4-Dec-09	2030	WOOLEY, ERIC C.	2	Hours	282.56	58.8674	140	Project Manager
16MP2900	4-Dec-09	2030	SANTORO, MURRAY B	2	Hours	309.28	64.4329	160	Manager Of Design Engineering
16MP2900	4-Dec-09	2030	MONK, ROY	3	Hours	325.77	45.2461	1210	Civil Engineering
16MP2900	4-Dec-09	2030	LARSEN, THOMAS EDWARD (Thom)	24.5	Hours	2073.67	35.2664	1620	CAD Design
16MP2900	11-Dec-09	2030	LEACOCK, ROBERT J	1	Hours	169.7	70.7092	140	Project Manager
16MP2900	11-Dec-09	2030	JARDELL, JEREMY P.	7.5	Hours	608.98	33.832	1210	Civil Engineering
16MP2900	11-Dec-09	2030	WOOLEY, ERIC C.	1	Hours	141.28	58.8674	140	Project Manager
16MP2900	11-Dec-09	2030	MONK, ROY	2.5	Hours	271.48	45.2461	1210	Civil Engineering
16MP2900	11-Dec-09	2030	HOFREITER, MARK R	21	Hours	1918.35	38.0625	1220	Civil Design
16MP2900	18-Dec-09	2030	LEACOCK, ROBERT J	2.5	Hours	424.25	70.7092	140	Project Manager
16MP2900	18-Dec-09	2030	JARDELL, JEREMY P.	4	Hours	324.79	33.832	1210	Civil Engineering
16MP2900	18-Dec-09	2030	HOFREITER, MARK R	14.5	Hours	1324.58	38.0625	1220	Civil Design
16MP2900	25-Dec-09	2030	LEACOCK, ROBERT J	4	Hours	678.81	70.7092	140	Project Manager
16MP2900	25-Dec-09	2030	HOFREITER, MARK R	2.25	Hours	205.54	38.0625	1220	Civil Design
				95.75		9472.33			
16MP2900	1-Jan-10	2030	LEACOCK, ROBERT J	3	Hours	509.11	70.7092	140	Project Manager
16MP2900	1-Jan-10	2030	HOFREITER, MARK R	13.5	Hours	1233.22	38.0625	1220	Civil Design
16MP2900	8-Jan-10	2030	LEACOCK, ROBERT J	2	Hours	339.41	70.7092	140	Project Manager
16MP2900	8-Jan-10	2030	GITTENS, JOHN C (Carlos)	0.5	Hours	63.46	52.8866	140	Project Manager
16MP2900	8-Jan-10	2030	BOUTON, NANCY T (Teresa)	1	Hours	82.24	34.2653	590	CAE Systems
16MP2900	8-Jan-10	2030	JARDELL, JEREMY P.	5	Hours	412.91	34.409	1210	Civil Engineering

Project	Item Date	Task	Employee/Supplier	Quantity	UOM	Accrued Rev	Bill Rate	Job	Job Billing Title
16MP2900	8-Jan-10	2030	HOFREITER, MARK R	9	Hours	834.61	38.6394	1220	Civil Design
16MP2900	15-Jan-10	2030	JARDELL, JEREMY P.	2	Hours	165.17	34.409	1210	Civil Engineering
16MP2900	15-Jan-10	2030	HOFREITER, MARK R	6.75	Hours	625.96	38.6394	1220	Civil Design
16MP2900	22-Jan-10	2030	HOFREITER, MARK R	12.25	Hours	1136	38.6394	1220	Civil Design
16MP2900	29-Jan-10	2030	HOFREITER, MARK R	16	Hours	1483.75	38.6394	1220	Civil Design
				71		6885.84			
16MP2900	5-Feb-10	2030	GITTENS, JOHN C (Carlos)	0.5	Hours	63.46	52.8866	140	Project Manager
16MP2900	5-Feb-10	2030	CUNNINGHAM, JOHN J	30	Hours	2790.79	38.7609	1210	Civil Engineering
16MP2900	5-Feb-10	2030	JARDELL, JEREMY P.	3	Hours	247.75	34.409	1210	Civil Engineering
16MP2900	5-Feb-10	2030	HOFREITER, MARK R	19.25	Hours	1785.14	38.6394	1220	Civil Design
16MP2900	12-Feb-10	2030	CUNNINGHAM, JOHN J	30	Hours	2790.79	38.7609	1210	Civil Engineering
16MP2900	12-Feb-10	2030	BECRAFT, TERRI M.	4	Hours	385.34	40.1395	1620	CAD Design
16MP2900	12-Feb-10	2030	FRELICH, MICHEAL J	4	Hours	268.8	28	1220	Civil Design
16MP2900	12-Feb-10	2030	HOFREITER, MARK R	18.75	Hours	1738.77	38.6394	1220	Civil Design
16MP2900	19-Feb-10	2030	CUNNINGHAM, JOHN J	23	Hours	2139.6	38.7609	1210	Civil Engineering
16MP2900	19-Feb-10	2030	FRELICH, MICHEAL J	1	Hours	67.2	28	1220	Civil Design
16MP2900	19-Feb-10	2030	HOFREITER, MARK R	14	Hours	1298.28	38.6394	1220	Civil Design
16MP2900	26-Feb-10	2030	GITTENS, JOHN C (Carlos)	1	Hours	126.93	52.8866	140	Project Manager
16MP2900	26-Feb-10	2030	CUNNINGHAM, JOHN J	28	Hours	2604.74	38.7609	1210	Civil Engineering
16MP2900	26-Feb-10	2030	JARDELL, JEREMY P.	1	Hours	82.58	34.409	1210	Civil Engineering
16MP2900	26-Feb-10	2030	SANTORO, MURRAY B	2	Hours	309.28	64.4329	160	Manager Of Design Engineering
16MP2900	26-Feb-10	2030	HOFREITER, MARK R	9.25	Hours	857.79	38.6394	1220	Civil Design
				188.75		17557.24			
16MP2900	5-Mar-10	2030	CUNNINGHAM, JOHN J	8	Hours	744.21	38.7609	1210	Civil Engineering
16MP2900	5-Mar-10	2030	BECRAFT, TERRI M.	3	Hours	289.01	40.1395	1620	CAD Design
16MP2900	5-Mar-10	2030	HOFREITER, MARK R	4	Hours	370.94	38.6394	1220	Civil Design
16MP2900	12-Mar-10	2030	CUNNINGHAM, JOHN J	17	Hours	1581.45	38.7609	1210	Civil Engineering
16MP2900	12-Mar-10	2030	JARDELL, JEREMY P.	2	Hours	165.17	34.409	1210	Civil Engineering
16MP2900	19-Mar-10	2030	CUNNINGHAM, JOHN J	26	Hours	2418.68	38.7609	1210	Civil Engineering
16MP2900	19-Mar-10	2030	FERREIRA, LUIS ANIBAL (Luis A.)	4	Hours	420.07	43.7576	1210	Civil Engineering
16MP2900	26-Mar-10	2030	CUNNINGHAM, JOHN J	33	Hours	3069.86	38.7609	1210	Civil Engineering
16MP2900	26-Mar-10	2030	SANTORO, MURRAY B	20	Hours	3092.78	64.4329	160	Manager Of Design Engineering
16MP2900	26-Mar-10	2030	FERREIRA, LUIS ANIBAL (Luis A.)	8	Hours	840.15	43.7576	1210	Civil Engineering
				125		12992.32			
16MP2900	2-Apr-10	2030	CUNNINGHAM, JOHN J	29	Hours	2798.14	40.2032	1210	Civil Engineering
16MP2900	2-Apr-10	2030	LYNFATT, LISA M	1	Hours	83.13	34.6365	1210	Civil Engineering
16MP2900	2-Apr-10	2030	DORZBACK, HENRY L	3	Hours	468.17	65.0242	1210	Civil Engineering
16MP2900	2-Apr-10	2030	SANTORO, MURRAY B	6	Hours	937.11	65.0772	160	Manager Of Design Engineering
16MP2900	9-Apr-10	2030	SANTORO, MURRAY B	14	Hours	2186.59	65.0772	160	Manager Of Design Engineering
16MP2900	9-Apr-10	2030	HOFREITER, MARK R	24.75	Hours	2295.19	38.6394	1220	Civil Design
16MP2900	16-Apr-10	2030	CUNNINGHAM, JOHN J	1	Hours	96.48	40.2032	1210	Civil Engineering
16MP2900	16-Apr-10	2030	SANTORO, MURRAY B	4	Hours	624.74	65.0772	160	Manager Of Design Engineering

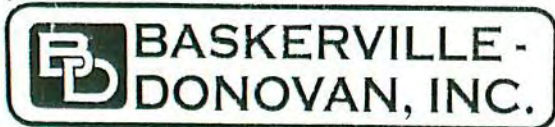


Project	Item	Date	Task	Employee/Supplier	Quantity	UOM	Accrued Rev	Bill Rate	Job	Job Billing Title
16MP2900	16-Apr-10	2030	HOFREITER, MARK R	8.25	Hours	765.07	38.6394	1220	Civil Design	
16MP2900	23-Apr-10	2030	LEACOCK, ROBERT J	30.5	Hours	5246.3	71.6707	140	Project Manager	
16MP2900	23-Apr-10	2030	CUNNINGHAM, JOHN J	4	Hours	385.95	40.2032	1210	Civil Engineering	
16MP2900	23-Apr-10	2030	SANTORO, MURRAY B	15	Hours	2342.78	65.0772	160	Manager Of Design Engineering	
16MP2900	23-Apr-10	2030	HOFREITER, MARK R	8.5	Hours	788.24	38.6394	1220	Civil Design	
16MP2900	30-Apr-10	2030	LEACOCK, ROBERT J	4	Hours	688.04	71.6707	140	Project Manager	
16MP2900	30-Apr-10	2030	CUNNINGHAM, JOHN J	9	Hours	868.39	40.2032	1210	Civil Engineering	
16MP2900	30-Apr-10	2030	SANTORO, MURRAY B	7	Hours	1093.3	65.0772	160	Manager Of Design Engineering	
16MP2900	30-Apr-10	2030	HOFREITER, MARK R	1	Hours	92.74	38.6394	1220	Civil Design	
				170		21760.36				
16MP2900	7-May-10	2030	CUNNINGHAM, JOHN J	4	Hours	385.95	40.2032	1210	Civil Engineering	
16MP2900	7-May-10	2030	MCCOMAS, JOHN R	14.5	Hours	712.68	20.4791	1620	CAD Design	
16MP2900	7-May-10	2030	CAIN, ROBERT R	5.5	Hours	362.27	27.4447	1620	CAD Design	
16MP2900	7-May-10	2030	GARCIA, MICHAEL A	3	Hours	119.28	16.5659	1620	CAD Design	
16MP2900	7-May-10	2030	TIRADO, HERMAN D.	13	Hours	1942.68	62.2655	1210	Civil Engineering	
16MP2900	7-May-10	2030	HOFREITER, MARK R	10.5	Hours	973.71	38.6394	1220	Civil Design	
16MP2900	14-May-10	2030	CUNNINGHAM, JOHN J	2	Hours	192.98	40.2032	1210	Civil Engineering	
16MP2900	14-May-10	2030	LYNFATT, LISA M	1.5	Hours	124.69	34.6365	1210	Civil Engineering	
16MP2900	14-May-10	2030	CAIN, ROBERT R	9.5	Hours	625.73	27.4447	1620	CAD Design	
16MP2900	14-May-10	2030	SANTORO, MURRAY B	11	Hours	1718.04	65.0772	160	Manager Of Design Engineering	
16MP2900	14-May-10	2030	TIRADO, HERMAN D.	12.5	Hours	1867.97	62.2655	1210	Civil Engineering	
16MP2900	14-May-10	2030	HOFREITER, MARK R	9	Hours	834.61	38.6394	1220	Civil Design	
16MP2900	21-May-10	2030	LEACOCK, ROBERT J	3	Hours	516.03	71.6707	140	Project Manager	
16MP2900	21-May-10	2030	CUNNINGHAM, JOHN J	6	Hours	578.93	40.2032	1210	Civil Engineering	
16MP2900	21-May-10	2030	SANTORO, MURRAY B	2	Hours	312.37	65.0772	160	Manager Of Design Engineering	
16MP2900	21-May-10	2030	TIRADO, HERMAN D.	12.5	Hours	1867.97	62.2655	1210	Civil Engineering	
16MP2900	28-May-10	2030	CUNNINGHAM, JOHN J	37.5	Hours	3618.29	40.2032	1210	Civil Engineering	
16MP2900	28-May-10	2030	SANTORO, MURRAY B	11	Hours	1718.04	65.0772	160	Manager Of Design Engineering	
16MP2900	28-May-10	2030	TIRADO, HERMAN D.	8	Hours	1195.49	62.2655	1210	Civil Engineering	
				176		19667.71				
16MP2900	4-Jun-10	2030	CUNNINGHAM, JOHN J	19	Hours	1833.27	40.2032	1210	Civil Engineering	
16MP2900	4-Jun-10	2030	SNEE, CHRISTOPHER	5	Hours	219.58	18.2985	1620	CAD Design	
16MP2900	4-Jun-10	2030	FERREIRA, LUIS ANIBAL (Luis A.)	9	Hours	954.62	44.1952	1210	Civil Engineering	
16MP2900	4-Jun-10	2030	TIRADO, HERMAN D.	20	Hours	2988.74	62.2655	1210	Civil Engineering	
				53		5996.21				
<b>Total 16MP2900 - 2030</b>				<b>957.25</b>		<b>101,980.49</b>				
16NG0601	4-Jun-10	4000	MAZERES, JOHN P	5	Hours	777.26	64.7717	1210	Civil Engineering	
16NG0601	4-Jun-10	4000	LEACOCK, ROBERT J	2	Hours	344.02	71.6707	140	Project Manager	
16NG0601	4-Jun-10	4000	JARDELL, JEREMY P.	7.5	Hours	653.98	36.332	1210	Civil Engineering	
16NG0601	4-Jun-10	4000	SANTORO, MURRAY B	14	Hours	2186.59	65.0772	160	Manager Of Design Engineering	
16NG0601	11-Jun-10	4000	LEACOCK, ROBERT J	4	Hours	688.04	71.6708	140	Project Manager	
16NG0601	11-Jun-10	4000	MAZERES, JOHN P	1	Hours	155.45	64.7717	1210	Civil Engineering	

Project	Item Date	Task	Employee/Supplier	Quantity	UOM	Accrued Reve	Bill Rate	Job	Job Billing Title
16NG0601	11-Jun-10	4000	CUNNINGHAM, JOHN J	25	Hours	2412.19	40.2032	1210	Civil Engineering
16NG0601	11-Jun-10	4000	HARRIS, CYNTHIA J.	4	Hours	294.49	30.676	1210	Civil Engineering
16NG0601	11-Jun-10	4000	JARDELL, JEREMY P.	2	Hours	174.39	36.332	1210	Civil Engineering
16NG0601	11-Jun-10	4000	TIRADO, HERMAN D.	12.5	Hours	1867.97	62.2655	1210	Civil Engineering
16NG0601	11-Jun-10	4000	TOLBERT, BARRY K	1	Hours	105.6	44	1220	Civil Design
16NG0601	18-Jun-10	4000	TOLBERT, BARRY K	5	Hours	528	44	1220	Civil Design
16NG0601	18-Jun-10	4000	CUNNINGHAM, JOHN J	23	Hours	2219.21	40.2032	1210	Civil Engineering
16NG0601	18-Jun-10	4000	LEACOCK, ROBERT J	6	Hours	1032.05	71.6708	140	Project Manager
16NG0601	18-Jun-10	4000	JARDELL, JEREMY P.	3	Hours	261.59	36.332	1210	Civil Engineering
16NG0601	25-Jun-10	4000	LEACOCK, ROBERT J	5	Hours	860.05	71.6708	140	Project Manager
16NG0601	25-Jun-10	4000	CUNNINGHAM, JOHN J	5	Hours	482.44	40.2032	1210	Civil Engineering
16NG0601	25-Jun-10	4000	JARDELL, JEREMY P.	6	Hours	523.18	36.332	1210	Civil Engineering
				131		15566.5			
16NG0601	2-Jul-10	4000	LEACOCK, ROBERT J	13	Hours	2236.13	71.6708	140	Project Manager
16NG0601	2-Jul-10	4000	JARDELL, JEREMY P.	9	Hours	784.77	36.332	1210	Civil Engineering
16NG0601	2-Jul-10	4000	SANTORO, MURRAY B	9	Hours	1419.53	65.7187	160	Manager Of Design Engineering
16NG0601	9-Jul-10	4000	LEACOCK, ROBERT J	4	Hours	688.04	71.6708	140	Project Manager
16NG0601	9-Jul-10	4000	CUNNINGHAM, JOHN J	2	Hours	192.98	40.2032	1210	Civil Engineering
16NG0601	9-Jul-10	4000	JARDELL, JEREMY P.	12	Hours	1046.36	36.332	1210	Civil Engineering
16NG0601	9-Jul-10	4000	SANTORO, MURRAY B	5	Hours	788.62	65.7187	160	Manager Of Design Engineering
16NG0601	16-Jul-10	4000	LEACOCK, ROBERT J	10	Hours	1720.1	71.6708	140	Project Manager
16NG0601	16-Jul-10	4000	CUNNINGHAM, JOHN J	9	Hours	868.39	40.2032	1210	Civil Engineering
16NG0601	16-Jul-10	4000	BECRAFT, TERRI M.	3	Hours	291.89	40.5409	1620	CAD Design
16NG0601	16-Jul-10	4000	JARDELL, JEREMY P.	6.5	Hours	566.78	36.332	1210	Civil Engineering
16NG0601	16-Jul-10	4000	SANTORO, MURRAY B	3	Hours	473.18	65.7187	160	Manager Of Design Engineering
16NG0601	23-Jul-10	4000	LEACOCK, ROBERT J	12	Hours	2064.12	71.6708	140	Project Manager
16NG0601	23-Jul-10	4000	BECRAFT, TERRI M.	1	Hours	97.3	40.5409	1620	CAD Design
16NG0601	23-Jul-10	4000	JARDELL, JEREMY P.	6.5	Hours	566.78	36.332	1210	Civil Engineering
16NG0601	28-Jul-10	4000	JARDELL, JEREMY P.	3	Hours	261.59	36.332	1210	Civil Engineering
16NG0601	30-Jul-10	4000	LEACOCK, ROBERT J	6.5	Hours	1118.06	71.6708	140	Project Manager
16NG0601	30-Jul-10	4000	JARDELL, JEREMY P.	3.5	Hours	305.19	36.332	1210	Civil Engineering
16NG0601	30-Jul-10	4000	CHARPENTIER, JERRY A.	1	Hours	82.9	34.5421	1620	CAD Design
16NG0601	30-Jul-10	4000	SANTORO, MURRAY B	2	Hours	315.45	65.7187	160	Manager Of Design Engineering
16NG0601	30-Jul-10	4000	FERREIRA, LUIS ANIBAL (Luis A.)	6	Hours	636.41	44.1952	1210	Civil Engineering
16NG0601	30-Jul-10	4000	TIRADO, HERMAN D.	1	Hours	149.44	62.2655	1210	Civil Engineering
				128		16674.01			
16NG0601	6-Aug-10	4000	BECRAFT, TERRI M.	3	Hours	291.89	40.5409	1620	CAD Design
16NG0601	6-Aug-10	4000	SANCHEZ, GERALDO J	2	Hours	152.54	31.7789	1210	Civil Engineering
16NG0601	6-Aug-10	4000	JARDELL, JEREMY P.	23.5	Hours	2049.12	36.332	1210	Civil Engineering
16NG0601	6-Aug-10	4000	CHARPENTIER, JERRY A.	5.5	Hours	455.95	34.5421	1620	CAD Design
16NG0601	6-Aug-10	4000	SANTORO, MURRAY B	6	Hours	946.35	65.7187	160	Manager Of Design Engineering
16NG0601	6-Aug-10	4000	FERREIRA, LUIS ANIBAL (Luis A.)	2	Hours	212.14	44.1952	1210	Civil Engineering
16NG0601	6-Aug-10	4000	TIRADO, HERMAN D.	8.5	Hours	1270.22	62.2655	1210	Civil Engineering

Project	Item Date	Task	Employee/Supplier	Quantity	UOM	Accrued Reve	Bill Rate	Job	Job Billing Title
16NG0601	6-Aug-10	4000	HOFREITER, MARK R	14.5	Hours	1344.65	38.6394	1220	Civil Design
16NG0601	13-Aug-10	4000	BOUTON, NANCY T (Teresa)	2	Hours	167.55	34.9068	590	CAE Systems
16NG0601	13-Aug-10	4000	BECRAFT, TERRI M.	15.5	Hours	1508.12	40.5409	1620	CAD Design
16NG0601	13-Aug-10	4000	JARDELL, JEREMY P.	21	Hours	1831.13	36.332	1210	Civil Engineering
16NG0601	13-Aug-10	4000	CHARPENTIER, JERRY A.	7.5	Hours	621.76	34.5421	1620	CAD Design
16NG0601	13-Aug-10	4000	SANTORO, MURRAY B	4	Hours	630.89	65.7187	160	Manager Of Design Engineering
16NG0601	13-Aug-10	4000	FERREIRA, LUIS ANIBAL (Luis A.)	1	Hours	106.07	44.1952	1210	Civil Engineering
16NG0601	13-Aug-10	4000	TIRADO, HERMAN D.	5.5	Hours	821.9	62.2655	1210	Civil Engineering
16NG0601	20-Aug-10	4000	LEACOCK, ROBERT J	13	Hours	2256.15	72.3124	140	Project Manager
16NG0601	20-Aug-10	4000	JARDELL, JEREMY P.	6	Hours	523.18	36.332	1210	Civil Engineering
16NG0601	20-Aug-10	4000	SANTORO, MURRAY B	6	Hours	946.35	65.7187	160	Manager Of Design Engineering
16NG0601	20-Aug-10	4000	FERREIRA, LUIS ANIBAL (Luis A.)	1	Hours	106.07	44.1952	1210	Civil Engineering
16NG0601	20-Aug-10	4000	TIRADO, HERMAN D.	2	Hours	298.87	62.2655	1210	Civil Engineering
16NG0601	27-Aug-10	4000	MAZERES, JOHN P	3	Hours	466.36	64.7717	1210	Civil Engineering
16NG0601	27-Aug-10	4000	LEACOCK, ROBERT J	6.5	Hours	1128.07	72.3124	140	Project Manager
16NG0601	27-Aug-10	4000	MCCOMAS, JOHN R	31	Hours	1523.64	20.4791	1620	CAD Design
16NG0601	27-Aug-10	4000	HOWERTON, WILLIAM J	2	Hours	105.36	21.9499	1220	Civil Design
16NG0601	27-Aug-10	4000	JARDELL, JEREMY P.	17.5	Hours	1525.94	36.332	1210	Civil Engineering
16NG0601	27-Aug-10	4000	SANTORO, MURRAY B	2	Hours	315.45	65.7187	160	Manager Of Design Engineering
16NG0601	27-Aug-10	4000	FERREIRA, LUIS ANIBAL (Luis A.)	5	Hours	530.35	44.1952	1210	Civil Engineering
16NG0601	27-Aug-10	4000	TIRADO, HERMAN D.	1.5	Hours	224.16	62.2655	1210	Civil Engineering
				218		22360.23			
16NG0601	3-Sep-10	4000	JARDELL, JEREMY P.	1	Hours	87.19	36.332	1210	Civil Engineering
16NG0601	3-Sep-10	4000	SANTORO, MURRAY B	1	Hours	157.73	65.7187	160	Manager Of Design Engineering
				2		244.92			
16NG0601	8-Oct-10	4000	LEACOCK, ROBERT J	1	Hours	173.55	72.3124	140	Project Manager
16NG0601	15-Oct-10	4000	LEACOCK, ROBERT J	25	Hours	4490.6	74.8433	140	Project Manager
16NG0601	15-Oct-10	4000	JARDELL, JEREMY P.	19	Hours	1711.54	37.5339	1210	Civil Engineering
16NG0601	22-Oct-10	4000	LEACOCK, ROBERT J	1.5	Hours	269.43	74.8433	140	Project Manager
16NG0601	22-Oct-10	4000	CUNNINGHAM, JOHN J	27	Hours	2735.42	42.2133	1210	Civil Engineering
16NG0601	22-Oct-10	4000	JARDELL, JEREMY P.	5	Hours	450.41	37.5339	1210	Civil Engineering
16NG0601	29-Oct-10	4000	LEACOCK, ROBERT J	6	Hours	1077.74	74.8433	140	Project Manager
16NG0601	29-Oct-10	4000	CUNNINGHAM, JOHN J	9	Hours	911.81	42.2133	1210	Civil Engineering
16NG0601	29-Oct-10	4000	JARDELL, JEREMY P.	23	Hours	2071.87	37.5339	1210	Civil Engineering
				116.5		13892.37			
16NG0601	5-Nov-10	4000	LEACOCK, ROBERT J	2	Hours	359.25	74.8433	140	Project Manager
16NG0601	5-Nov-10	4000	JARDELL, JEREMY P.	13.5	Hours	1216.1	37.5339	1210	Civil Engineering
16NG0601	12-Nov-10	4000	LEACOCK, ROBERT J	1	Hours	179.62	74.8433	140	Project Manager
16NG0601	12-Nov-10	4000	TIRADO, HERMAN D.	10.5	Hours	1616.16	64.1335	1210	Civil Engineering
16NG0601	19-Nov-10	4000	CUNNINGHAM, JOHN J	8.5	Hours	861.15	42.2133	1210	Civil Engineering
16NG0601	19-Nov-10	4000	ROBINSON, LEONARD J	14	Hours	1002.69	29.8419	610	Environmental Engineer
16NG0601	19-Nov-10	4000	SANTORO, MURRAY B	8	Hours	1287.03	67.0331	160	Manager Of Design Engineering

Project	Item Date	Task	Employee/Supplier	Quantity	UOM	Accrued Rev	Bill Rate	Job	Job Billing Title
16NG0601	19-Nov-10	4000	TIRADO, HERMAN D.	27.5	Hours	4232.81	64.1335	1210	Civil Engineering
16NG0601	25-Nov-10	4000	SANTORO, MURRAY B	2	Hours	321.76	67.0331	160	Manager Of Design Engineering
				87		11076.57			
16NG0601	3-Dec-10	4000	LEACOCK, ROBERT J	3	Hours	538.87	74.8433	140	Project Manager
16NG0601	3-Dec-10	4000	CUNNINGHAM, JOHN J	13	Hours	1317.05	42.2133	1210	Civil Engineering
16NG0601	3-Dec-10	4000	SANTORO, MURRAY B	8	Hours	1287.03	67.0331	160	Manager Of Design Engineering
16NG0601	3-Dec-10	4000	TIRADO, HERMAN D.	17	Hours	2616.65	64.1335	1210	Civil Engineering
16NG0601	10-Dec-10	4000	LEACOCK, ROBERT J	15	Hours	2694.36	74.8433	140	Project Manager
16NG0601	10-Dec-10	4000	CUNNINGHAM, JOHN J	35.5	Hours	3596.57	42.2133	1210	Civil Engineering
16NG0601	10-Dec-10	4000	JARDELL, JEREMY P.	17.5	Hours	1576.42	37.5339	1210	Civil Engineering
16NG0601	10-Dec-10	4000	SANTORO, MURRAY B	8	Hours	1287.03	67.0331	160	Manager Of Design Engineering
16NG0601	10-Dec-10	4000	TIRADO, HERMAN D.	8	Hours	1231.37	64.1335	1210	Civil Engineering
16NG0601	17-Dec-10	4000	LEACOCK, ROBERT J	22	Hours	3951.72	74.8433	140	Project Manager
16NG0601	17-Dec-10	4000	CUNNINGHAM, JOHN J	7	Hours	709.18	42.2133	1210	Civil Engineering
16NG0601	17-Dec-10	4000	ROBINSON, LEONARD J	3	Hours	214.87	29.8419	610	Environmental Engineer
16NG0601	17-Dec-10	4000	JARDELL, JEREMY P.	33	Hours	2972.69	37.5339	1210	Civil Engineering
16NG0601	17-Dec-10	4000	TIRADO, HERMAN D.	9	Hours	1385.28	64.1335	1210	Civil Engineering
16NG0601	24-Dec-10	4000	LEACOCK, ROBERT J	10.5	Hours	1886.05	74.8433	140	Project Manager
16NG0601	24-Dec-10	4000	CUNNINGHAM, JOHN J	6	Hours	607.87	42.2133	1210	Civil Engineering
16NG0601	24-Dec-10	4000	JARDELL, JEREMY P.	26	Hours	2342.11	37.5339	1210	Civil Engineering
16NG0601	24-Dec-10	4000	SANTORO, MURRAY B	5	Hours	804.4	67.0331	160	Manager Of Design Engineering
16NG0601	24-Dec-10	4000	TIRADO, HERMAN D.	4	Hours	615.68	64.1335	1210	Civil Engineering
				250.5		31635.2			
<b>Sub-Total 16NG0601 Thru 12/31</b>				<b>933</b>		<b>111,449.80</b>			
Total CR-97 thru 12/31				1890.25		213,430.29			



**BASKERVILLE -  
DONOVAN, INC.**

INNOVATIVE INFRASTRUCTURE SOLUTIONS

449 WEST MAIN STREET  
PENSACOLA, FL 32502  
PHONE: (850) 438-9661  
FAX: (850) 433-6761  
WWW.BASKERVILLEDONOVAN.COM

INVOICE

DATE: July 31, 2010

*OK Gerald B. McKee*

Mr. Gerald B. McKee  
International Paper  
375 Muscogee Road  
Cantonment, FL 32533

PROJECT NO: 02906.02  
INVOICE NO.: 85972  
Purchase Order #: S061835146  
PROJECT: International Paper Pipeline Project

PERIOD ENDING: July 31, 2010

**DESCRIPTION OF SERVICES:**

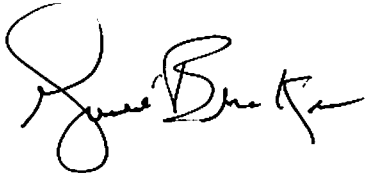
- \* CLEAR CENTERLINE
- \* STAKE EASEMENT/CONSTRUCTION LIMITS
- \* PREPARATION OF MOBILE HWY. AND NINE MILE ROAD FDOT DRIVEWAY SURVEYS
- \* VVH UTILITY EXCAVATIONS - CR 97
- \* UTILITY LOCATIONS - CR 97 TO SANDICREST
- \* PREPARATION OF UTILITY MAPPING

DATE			HOURS	RATE	TOTAL
7/1/2010	4 MAN CREW	CW MB CS JR	9.00	\$135.00	\$1,215.00
	3 MAN CREW	JM JP CH	7.00	\$120.00	\$840.00
7/2/2010	3 MAN CREW	CW MB CS	9.00	\$120.00	\$1,080.00
	2 MAN CREW	JP CH	8.00	\$90.00	\$720.00
7/6/2010	3 MAN CREW	CW MB CS	6.00	\$120.00	\$720.00
	2 MAN CREW	JM JP	6.00	\$90.00	\$540.00
7/7/2010	3 MAN CREW	CW MB CS	8.00	\$120.00	\$960.00
	3 MAN CREW	JM JP CH	6.00	\$120.00	\$720.00
7/8/2010	3 MAN CREW	CW MB CS	8.00	\$120.00	\$960.00
	3 MAN CREW	JM JP CH	9.00	\$120.00	\$1,080.00
7/9/2010	3 MAN CREW	CW MB CS	8.00	\$120.00	\$960.00
	2 MAN CREW	JP CH	9.00	\$90.00	\$810.00
7/12/2010	3 MAN CREW	CW MB CS	9.00	\$120.00	\$1,080.00
	3 MAN CREW	JP CH CC	10.00	\$120.00	\$1,200.00
7/13/2010	3 MAN CREW	JP CH MB	9.00	\$120.00	\$1,080.00
7/14/2010	3 MAN CREW	JP CH MB	8.00	\$120.00	\$960.00
7/15/2010	3 MAN CREW	JP CC MB	10.00	\$120.00	\$1,200.00
	3 MAN CREW - CR 97	CW JA CH	5.00	\$120.00	\$600.00
7/16/2010	2 MAN CREW	JP CS	9.00	\$90.00	\$810.00
	2 MAN CREW	CH CS	9.00	\$90.00	\$810.00
7/19/2010	3 MAN CREW	CW MB CS	10.00	\$120.00	\$1,200.00
	2 MAN CREW	JP CH	10.50	\$90.00	\$945.00
7/20/2010	2 MAN CREW	JP CH	10.00	\$90.00	\$900.00
	UTILIVAC CREW - CR 97	JA JR	9.50	\$120.00	\$1,140.00
7/21/2010	3 MAN CREW	JP CH CS	11.00	\$120.00	\$1,320.00
	UTILIVAC CREW - CR 97	JA JR	10.00	\$120.00	\$1,200.00
7/22/2010	3 MAN CREW	CW JP CS	10.00	\$120.00	\$1,200.00
	UTILIVAC CREW - CR 97	JA JR CH	9.00	\$120.00	\$1,080.00
7/23/2010	3 MAN CREW	CW JP CS	6.00	\$120.00	\$720.00
	UTILIVAC CREW - CR 97	JA JR CH	4.50	\$120.00	\$540.00
7/26/2010	3 MAN CREW	CW JP CS	9.00	\$120.00	\$1,080.00
	UTILIVAC CREW - CR 97	JA JR CH	12.00	\$120.00	\$1,440.00

*14,925*

*28,545.00*

INVOICE

OK 

DATE: August 31, 2010

Mr. Gerald B. McKee  
International Paper  
375 Muscogee Road  
Cantonment, FL 32533

PROJECT NO: 02906.02  
INVOICE NO.: 86081  
Purchase Order # S061835146  
PROJECT: International Paper Wetland/  
Mitigation Project

PERIOD ENDING: August 31, 2010

**DESCRIPTION OF SERVICES:**

- Completion of Utility Locations and mapping on CR 97
- Pipeline Easement Staking - in progress
- Mobile Hwy. Access Road Survey - in progress
- Location of limits of Borrow Pit on Oak Road

<u>DATE</u>		<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
8/2/2010	CREW JP, JR, CH	8.00	\$120.00	\$960.00
8/2/2010	CREW CW, CS, JA	8.00	\$120.00	\$960.00
8/3/2010	CREW JP, JR, CH	8.00	\$120.00	\$960.00
8/3/2010	CREW CW, CS, JA	8.00	\$120.00	\$960.00
8/4/2010	CREW JP, JR, CH	8.00	\$120.00	\$960.00
8/4/2010	CREW CW, CS, JA	8.00	\$120.00	\$960.00
8/5/2010	CREW JP, JR, CH	8.00	\$120.00	\$960.00
8/6/2010	CREW JP, JR, CH	8.00	\$120.00	\$960.00
8/6/2010	CREW CW, CS	8.00	\$90.00	\$720.00
8/9/2010	CREW JP, JR, CH	9.00	\$120.00	\$1,080.00
8/10/2010	CREW JP, JR, CH	9.00	\$120.00	\$1,080.00
8/11/2010	CREW CW, CS	6.00	\$90.00	\$540.00
8/12/2010	CREW JP, JR, CH	8.00	\$120.00	\$960.00
8/12/2010	CREW CW, CS	8.00	\$90.00	\$720.00
8/13/2010	CREW JP, JR, CH	9.00	\$120.00	\$1,080.00
8/13/2010	CREW CW, CS	9.00	\$90.00	\$810.00
8/16/2010	CREW CW, CS, CH	9.00	\$120.00	\$1,080.00
8/17/2010	CREW JP, JR, CH	9.00	\$120.00	\$1,080.00
8/17/2010	CREW CW, CS	6.00	\$90.00	\$540.00
8/18/2010	CREW JP, JR, CH	9.00	\$120.00	\$1,080.00
8/18/2010	CREW CW, CS	9.00	\$90.00	\$810.00

Mr. Gerald B. McKee  
 International Paper  
 INVOICE NO.: 86081  
 Purchase Order # S061835146  
 Page 2

8/19/2010	CREW JP, JR, CH	9.00	\$120.00	\$1,080.00
8/19/2010	CREW CW, CS	9.00	\$90.00	\$810.00
8/20/2010	CREW JP, JR, CH	6.00	\$120.00	\$720.00
8/20/2010	CREW CW, CS	6.00	\$90.00	\$540.00
8/23/2010	CREW JP, JR, CH	9.00	\$120.00	\$1,080.00
8/24/2010	CREW JP, JR, CH	9.00	\$120.00	\$1,080.00
8/25/2010	CREW JP, JR, CH	9.00	\$120.00	\$1,080.00
8/26/2010	CREW JP, JR, CH	8.00	\$120.00	\$960.00
8/27/2010	CREW JP, JR, CH	9.00	\$120.00	\$1,080.00
8/30/2010	CREW JP, JR, CH	9.00	\$120.00	\$1,080.00
8/31/2010	CREW JP, JR, CH	9.00	\$120.00	\$1,080.00
	Project Manager/PLS SM	8.00	\$110.00	<u>\$880.00</u>

**County Road 97 Utility Locations and Mapping**

8/11/2010	CREW JP, JR, CH	9.00	\$120.00	\$1,080.00
	Cadd Technician CC	24.00	\$60.00	\$1,440.00
	Project Manager/PLS SM	6.00	\$110.00	\$660.00
	GPR/Utilivac Sub-Consultant			<u>\$6,967.50</u>
<b>Total</b>		<b>County Road 97 Utility Locations and Mapping</b>		<b>\$10,147.50</b>
<b>TOTAL THIS INVOICE</b>				<b>\$40,877.50</b>

**LEGEND**

CW - CRAIG WARD  
 JR - JEREMY PERDUE  
 MB - MARK BOWMAN  
 CS - CHRIS SHIVERS  
 CH - CLARENCE HALE  
 JR - JESSE RICHARDS  
 LG - LYNN GRAHAM  
 SM - SCOTT MILLS  
 CC- COREY CHESTNUT

Thank you for allowing us to serve you.

Please Remit Invoice to:

Baskerville-Donovan, Inc.  
 449 West Main Street  
 Pensacola, FL 32502

Mr. Gerald B. McKee  
 International Paper  
 INVOICE NO.: 85972  
 Purchase Order # S061835146  
 Page 2

7/27/2010	3 MAN CREW	CW JP CS	10.00	\$120.00	\$1,200.00
	UTILIVAC CREW - CR 97	JA JR CH	9.50	\$120.00	\$1,140.00
7/28/2010	3 MAN CREW	CW JP CS	9.00	\$120.00	\$1,080.00
	UTILIVAC CREW - CR 97	JA JR CH	10.00	\$120.00	\$1,200.00
7/29/2010	2 MAN CREW	JP CS	8.00	\$90.00	\$720.00
	UTILIVAC CREW - CR 97	JR CH	10.00	\$120.00	\$1,200.00
	2 MAN CREW - CR 97	CW CC	10.00	\$90.00	\$900.00
7/30/2010	3 MAN CREW	JP CS CH	9.00	\$120.00	\$1,080.00
	3 MAN CREW - CR 97	CW JR CC	9.00	\$120.00	\$1,080.00
	CAD TECHNICIAN	LG	24.00	\$60.00	\$1,440.00
	PROJECT MANAGER/PLS	SM	12.00	\$110.00	\$1,320.00

*w/dese. CR97  
 10,320.00  
 less*

**TOTAL DUE THIS INVOICE \$43,470.00**

**LEGEND**

JM - JASON MOTT  
 CW - CRAIG WARD  
 JR - JEREMY PERDUE  
 MB - MARK BOWMAN  
 CS - CHRIS SHIVERS  
 CH - CLARENCE HALE  
 JR - JESSE RICHARDS  
 LG - LYNN GRAHAM  
 SM - SCOTT MILLS

CONTRACT AMOUNT \$152,180  
 AMOUNT BILLED TO DATE \$135,815  
 REMAINING CONTRACT AMOUNT \$16,365

Thank you for allowing us to serve you.

**Please Remit Invoice to:**

Baskerville-Donovan, Inc.  
 449 West Main Street  
 Pensacola, FL 32502

*28,545.00  
 - 1,440.00  
 - 1,320.00  
 \$ 25,785.00*



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-30. Approval of Various Consent Agenda Items – Continued

27. Continued...

D. Adopting, and authorizing the Chairman to sign, a Resolution (*R2010-92*) stating the application being made, the purpose for which the property is to be used, and the sale price of \$19,000, plus all closing costs; and

E. Authorizing the County Attorney to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the sale, without further action of the Board.

28. Approving, and authorizing the Chairman to execute, the *License* and the *Agreement between Escambia County, Florida, and International Paper Company Relating to Effluent Water Pipeline Installation and County Road 97* (Funding Source: Fund 352, Local Option Sales Tax [LOST] III, Account 210107/56301, Project No. 08EN0115, and Fund 351, LOST II, Account 210105/56301, Project No. 05EN1515).

29. Taking the following action concerning a Task Order Award for PD 09-10.044, Design Consulting Engineering Services Jernigan and Cody Road Safety Upgrades & Sunnehanna Blvd. Re-Alignment (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project # 08EN00451):

A. Approving the following Selection/Negotiation Committee Ranking:

- (1) Bayside Consulting Group of Northwest Florida, LLC
- (2) Hatch Mott MacDonald, Inc.
- (3) American Consulting Engineers of Florida, LLC

B. Awarding a Task Order Award for PD 09-10.044, Design Consulting Engineering Services Jernigan and Cody Road Safety Upgrades & Sunnehanna Blvd. Re-Alignment, per the terms and conditions of PD 02-03.079, Professional Services as Governed by Florida Statute 287.055, to Bayside Consulting Group of Northwest Florida, LLC, for a Phase I lump sum amount of \$81,220, and allowances of \$17,570, and a Phase II allowance of \$130,000, for a total of \$228,790.

5/20/2010 CARIT 28

**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA, AND  
INTERNATIONAL PAPER COMPANY  
RELATING TO EFFLUENT WATER PIPELINE INSTALLATION AND  
COUNTY ROAD 97**

**THIS AGREEMENT** is made on this 20<sup>th</sup> day of May, 2010, by and between Escambia County, Florida, a political subdivision of the State of Florida (the "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and International Paper Company, a New York corporation authorized to do business in Florida ("IPC") with administrative offices located at 6400 Poplar Avenue, Memphis, Tennessee 38197 (each at times also being referred to as a "Party" or collectively as "Parties").

**WITNESSETH:**

**WHEREAS**, IPC desires to construct a pipeline to convey effluent water ("Pipeline") from IPC's Cantonment mill to the IPC effluent water distribution site near Perdido Bay; and

**WHEREAS**, installation of the Pipeline will necessitate demolition, repair and construction of portions of County Road 97 ("Pipeline Installation"), as described in this Agreement; and

**WHEREAS**, the County owns and maintains the roadway designated as County Road 97 and has consented to the Pipeline Installation; and

**WHEREAS**, in conjunction with Pipeline Installation, the County is willing to contribute funds for the cost of additional road construction not otherwise necessitated by the Pipeline Installation; and

**WHEREAS**, the County has determined it is in the best interests of the citizens of Escambia County to enter into this Agreement to agree to the Pipeline Installation and to engage in additional road construction as further described in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants, and payments set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

**Article 1**  
**Purpose**

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 This Agreement defines the responsibilities of each Party participating in the Pipeline Installation and road construction as set forth in this Agreement.

Verified By: H. Wavel  
Date: 5/21/10

**Article 2**  
**Responsibilities of Parties**

2.1 IPC will install a 48-inch diameter Pipeline in approximately 2,000 linear feet of the road right-of-way of County Road 97 ("Project 1"), as more fully described in the drawings prepared by Jacobs Engineering, which are attached as Exhibit "A" and incorporated by reference.

2.1.1 Upon installation of the Pipeline, IPC will reconstruct and re-pave the impacted portions of County Road 97 to the current width of County Road 97.

2.1.2 IPC will provide Maintenance of Traffic ("MOT") plans and construction inspection services, and see that the work is fully performed in a prompt, diligent, and workmanlike manner.

2.1.3 IPC will fund the costs related to Project 1.

2.1.4 Upon completion of Project 1, after inspection, IPC will convey and the County will accept the road improvements, and IPC will provide to the County any warranties related to the completion of Project 1.

2.2 IPC will perform new road construction in approximately 2,000 linear feet beyond Project 1 on County Road 97 ("Project 2"), as well as widening and constructing infrastructure such as drainage in the 2,000 linear feet that is a part of Project 1, and as more fully described in the drawings prepared by Jacobs Engineering, which are attached as Exhibit "B" and incorporated by reference.

2.2.1 The scope of services for Project 2 includes the design and construction for the widening County Road 97 and associated drainage infrastructure, relocation of existing utilities and other improvements requested by the County.

2.2.2 IPC will contract with Jacobs Engineering who will perform the engineering work for Project 2. The engineering work includes additional milling, resurfacing, and widening of County Road 97 requested by the County.

2.2.3 Project 2 will be competitively bid by IPC.

2.2.4 Project 2 is to be executed in accordance with the County's specifications and engineering drawings developed by Jacobs Engineering, and fully performed in a prompt, diligent, and workmanlike manner.

2.2.5 Upon completion of Project 2, after inspection, IPC will convey and the County will accept the road improvements, and IPC will provide to the County any warranties related to the completion of Project 2.

2.3 The County shall reimburse IPC for Project 2 expenses, including but not limited to design and construction pursuant to the specifications in Exhibit "B" upon completion and acceptance by the County and the submission of invoices by IPC.

**ARTICLE 3**  
**Contract Time**

3.1 It is anticipated by the Parties that the time for completion of the work described in Article 2 will be within one (1) year from commencement of construction of the respective Projects, subject to conditions beyond IPC's and the County's control.

**ARTICLE 4**  
**Compensation and Method of Payment**

4.1 County agrees to reimburse IPC for the costs related to Project 2.

4.2 Upon request, IPC shall provide to the County copies of any payment documentation and such other financial documents as the County may reasonably require to verify Project 2 costs.

4.3 Invoices, notices, and other requests will be sent to:

Joy Blackmon, P.E., Escambia County Engineer  
1190 West Leonard Street  
Pensacola, Florida 32501

4.4 Payments, notices, and other requests will be sent to:

International Paper Company  
Attn: Mill Controller  
375 Muscogee Rd.  
Cantonment, FL 32533-0087

**ARTICLE 5**  
**Ownership of Improvements**

5.1 Title to the road construction improvements related to Project 2 shall pass to the County subsequent to acceptance of the work and payment as provided in this Agreement. The County shall, upon reasonable notice, have the right to inspect all work prior to IPC's acceptance from the contractor.

**ARTICLE 6**  
**Warranty**

6.1 IPC shall obtain and shall assign to the County all express warranties regarding any resurfacing work paid for by the County as part of Project 2.

6.2 If within one (1) year, any work is found to be defective or not in conformance with applicable contract documents, IPC shall reasonably cooperate with the County regarding the enforcement of any warranty referenced in paragraph 6.1, above.

These warranties are in addition to those implied warranties, if any, to which the County may be entitled as a matter of law.

**ARTICLE 7**  
**Easements**

7.1 The County shall cooperate with IPC in obtaining such other easements and rights of way as may be required for successful completion of this work.

**ARTICLE 8**  
**License**

8.1 The County agrees to convey a License to IPC in the roadway of County Road 97 for the location of the Pipeline and its maintenance. A copy of the License is attached as Exhibit "C." The License shall be executed simultaneously with this Agreement, and recorded by IPC in the public records of Escambia County, Florida.

**ARTICLE 9**  
**Force Majeure**

9.1 In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such Party, whether such occurrence be an act of God or any other occurrence whatsoever that is beyond the reasonable control of such Party, including a change in environmental law or regulation rendering performance impractical or impossible, then such Party shall be excused from such performance for the period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

**ARTICLE 10**  
**General Provisions**

10.1 Ownership of Documents: Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the County in connection with this Agreement are and shall remain the property of the County whether the work for which they were made is completed or not. Moreover, drawings, specifications, design, models, photographs, reports, surveys, and other data produced by IPC or its agents in connection with this Agreement are and shall remain the property of IPC or its agents whether the work for which they were made is completed or not. Upon completion of Project 2, the Project 2 IPC documents related to the road widening and

related improvements will be provided to the County and become the property of the County.

**10.2 Termination:** This Agreement may be terminated by either party for cause, upon thirty (30) days written notice by the terminating Party to the other Party of such termination. In the event of a termination for cause, IPC shall be compensated for all work performed by it and its contractors and agents prior to the termination date, including all reimbursable expenses then due or incurred prior to the date of termination. The Parties acknowledge that the Pipeline Installation is a part of a larger project related to the transport of effluent water.

**10.3 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) business days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement. Either Party may obtain a ruling from a court of competent jurisdiction as to the applicability of Chapter 119 to records request, during which time neither party may terminate this Agreement.

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

**10.5 All Prior Agreements Superseded:** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in the Agreement, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or Agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained in this Agreement shall be effective unless contained in a written document executed by both Parties.

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

**10.7 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.

10.8 **Interpretation:** For the purpose 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 referenced. 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 the Agreement, the Party shall immediately notify the other Party and request clarification of this Agreement.
- (b) This Agreement shall not be more strictly construed against any Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement.

10.9 **Severability:** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

10.10 **Further Documents:** The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

10.11 **No Waiver:** The failure of a Party to insist upon the strict performance of the terms and conditions of this Agreement 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.

10.12 **Attorneys' Fees:** If an action is brought or any action taken to enforce any right or obligation set forth in this Agreement, the prevailing party shall be entitled to recover all attorneys' fees and costs in such enforcement, through appeal.

10.13 **Filing:** This Agreement, after being properly executed by the parties named herein, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. Escambia County shall be responsible for such filing.

**IN WITNESS WHEREOF,** the Parties have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairperson, duly authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 2010, and International Paper Company, by and through its Mill Manager, who is duly authorized to execute same.

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


By: [Signature]  
Grover C. Robinson, IV, Chairman  
Date Executed

5/20/2010

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

This document approved as to form and legal sufficiency

By: [Signature]  
Title: ACA  
Date: 4/22/10

By: [Signature]  
Deputy Clerk  


BBC Approved 05-20-2010

INTERNATIONAL PAPER COMPANY

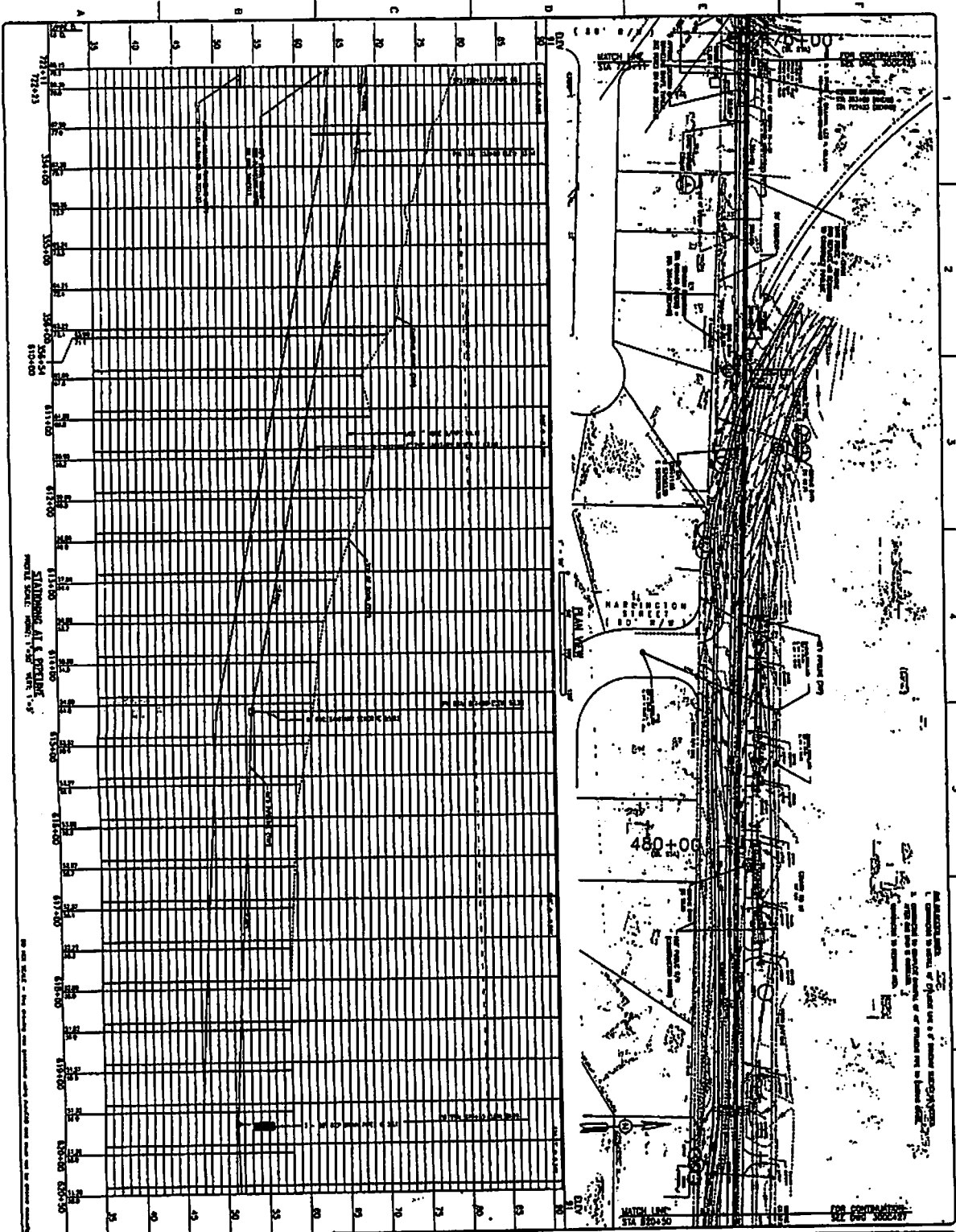
[Signature]  
Print Carroll Jones

[Signature]  
By Christopher R. Read  
Its Mill Manager

[Signature]  
Print Debbie Bailey

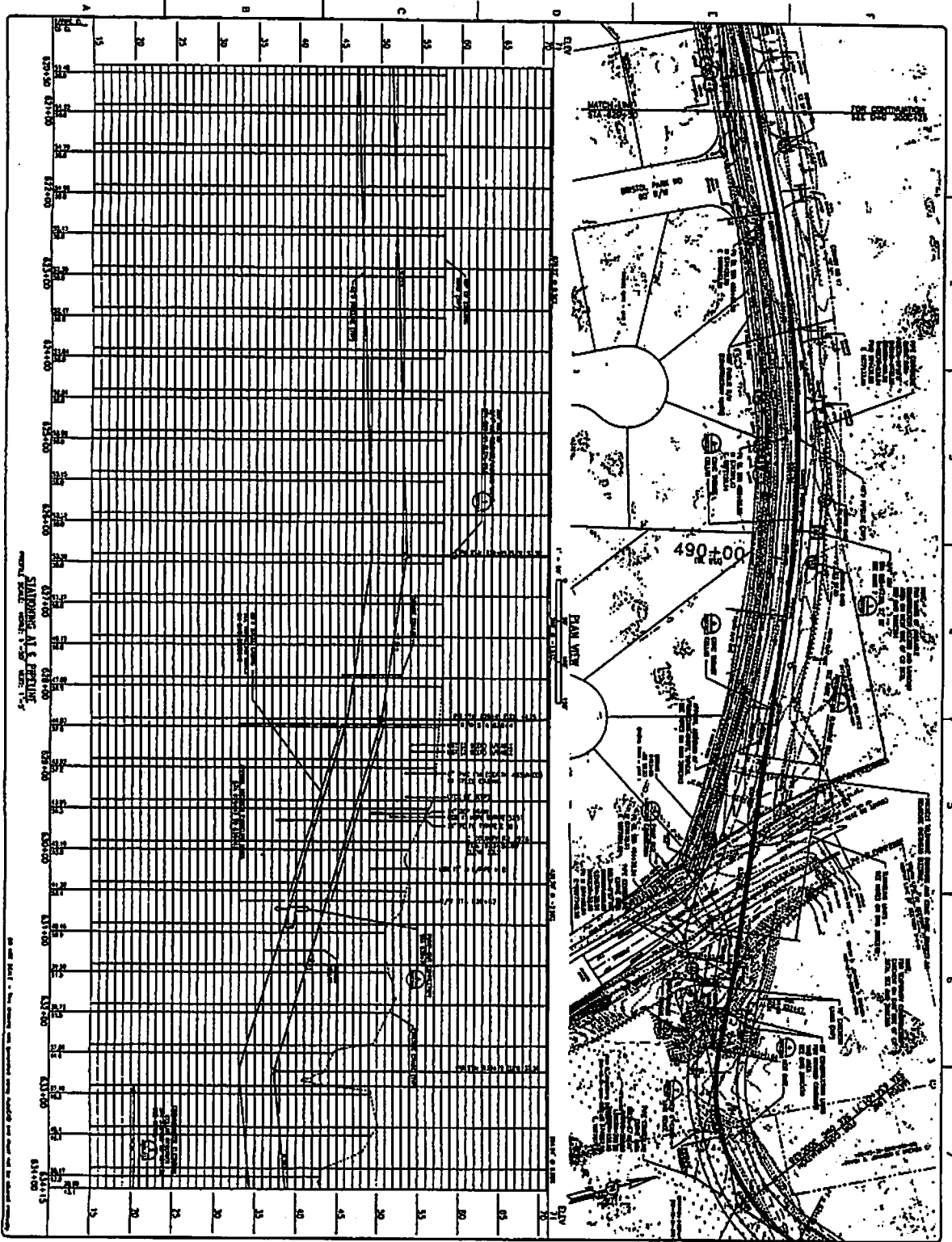


**Exhibit "A"**  
**Project 1 Description**



(62710) 300C426 1	CIVIL EFFLUENT PIPELINE PLAN & PROFILE STA. 722+11 TO 824+33 STA. 552+75 TO 624+64 STA. 610+00 TO 620+50 93-1-0231	BRIM ENGINEERING CONSULTANTS REGISTERED PROFESSIONAL ENGINEERS	JACOBS A CH2M HILL COMPANY	PROJECT NO. 93-1-0231 SHEET NO. 12 OF 12	<table border="1"> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>ISSUED FOR PERMIT</td> <td>05/20/10</td> </tr> <tr> <td>2</td> <td>REVISED PER COMMENTS</td> <td>05/20/10</td> </tr> <tr> <td>3</td> <td>REVISED PER COMMENTS</td> <td>05/20/10</td> </tr> <tr> <td>4</td> <td>REVISED PER COMMENTS</td> <td>05/20/10</td> </tr> <tr> <td>5</td> <td>REVISED PER COMMENTS</td> <td>05/20/10</td> </tr> <tr> <td>6</td> <td>REVISED PER COMMENTS</td> <td>05/20/10</td> </tr> <tr> <td>7</td> <td>REVISED PER COMMENTS</td> <td>05/20/10</td> </tr> <tr> <td>8</td> <td>REVISED PER COMMENTS</td> <td>05/20/10</td> </tr> <tr> <td>9</td> <td>REVISED PER COMMENTS</td> <td>05/20/10</td> </tr> <tr> <td>10</td> <td>REVISED PER COMMENTS</td> <td>05/20/10</td> </tr> </table>	NO.	REVISION	DATE	1	ISSUED FOR PERMIT	05/20/10	2	REVISED PER COMMENTS	05/20/10	3	REVISED PER COMMENTS	05/20/10	4	REVISED PER COMMENTS	05/20/10	5	REVISED PER COMMENTS	05/20/10	6	REVISED PER COMMENTS	05/20/10	7	REVISED PER COMMENTS	05/20/10	8	REVISED PER COMMENTS	05/20/10	9	REVISED PER COMMENTS	05/20/10	10	REVISED PER COMMENTS	05/20/10	NOTES: 1. SEE SHEET 11 FOR THE EXISTING PIPELINE 2. SEE SHEET 11 FOR THE EXISTING PIPELINE 3. SEE SHEET 11 FOR THE EXISTING PIPELINE 4. SEE SHEET 11 FOR THE EXISTING PIPELINE 5. SEE SHEET 11 FOR THE EXISTING PIPELINE 6. SEE SHEET 11 FOR THE EXISTING PIPELINE 7. SEE SHEET 11 FOR THE EXISTING PIPELINE 8. SEE SHEET 11 FOR THE EXISTING PIPELINE 9. SEE SHEET 11 FOR THE EXISTING PIPELINE 10. SEE SHEET 11 FOR THE EXISTING PIPELINE
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<p>300C427</p>	<p>93-1-0232</p>	<p><b>FORUM</b>          ENGINEERING CONSULTANTS          1000 WEST 10TH AVENUE          DENVER, CO 80202</p>	<p><b>JACOBS</b>          ENGINEERING CONSULTANTS          1000 WEST 10TH AVENUE          DENVER, CO 80202</p>	<p><b>CIVIL</b>          EFFLUENT PIPELINE          PLAN &amp; PROFILE          STA. 820+50 TO 834+15</p>	<table border="1"> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>ISSUED FOR CONSTRUCTION</td> <td>10/15/09</td> </tr> <tr> <td>2</td> <td>REVISED FOR PERMITS</td> <td>11/10/09</td> </tr> <tr> <td>3</td> <td>REVISED FOR PERMITS</td> <td>12/10/09</td> </tr> <tr> <td>4</td> <td>REVISED FOR PERMITS</td> <td>01/10/10</td> </tr> <tr> <td>5</td> <td>REVISED FOR PERMITS</td> <td>02/10/10</td> </tr> <tr> <td>6</td> <td>REVISED FOR PERMITS</td> <td>03/10/10</td> </tr> <tr> <td>7</td> <td>REVISED FOR PERMITS</td> <td>04/10/10</td> </tr> <tr> <td>8</td> <td>REVISED FOR PERMITS</td> <td>05/10/10</td> </tr> <tr> <td>9</td> <td>REVISED FOR PERMITS</td> <td>06/10/10</td> </tr> <tr> <td>10</td> <td>REVISED FOR PERMITS</td> <td>07/10/10</td> </tr> <tr> <td>11</td> <td>REVISED FOR PERMITS</td> <td>08/10/10</td> </tr> <tr> <td>12</td> <td>REVISED FOR PERMITS</td> <td>09/10/10</td> </tr> <tr> <td>13</td> <td>REVISED FOR PERMITS</td> <td>10/10/10</td> </tr> <tr> <td>14</td> <td>REVISED FOR PERMITS</td> <td>11/10/10</td> </tr> <tr> <td>15</td> <td>REVISED FOR PERMITS</td> <td>12/10/10</td> </tr> </table>	NO.	REVISION	DATE	1	ISSUED FOR CONSTRUCTION	10/15/09	2	REVISED FOR PERMITS	11/10/09	3	REVISED FOR PERMITS	12/10/09	4	REVISED FOR PERMITS	01/10/10	5	REVISED FOR PERMITS	02/10/10	6	REVISED FOR PERMITS	03/10/10	7	REVISED FOR PERMITS	04/10/10	8	REVISED FOR PERMITS	05/10/10	9	REVISED FOR PERMITS	06/10/10	10	REVISED FOR PERMITS	07/10/10	11	REVISED FOR PERMITS	08/10/10	12	REVISED FOR PERMITS	09/10/10	13	REVISED FOR PERMITS	10/10/10	14	REVISED FOR PERMITS	11/10/10	15	REVISED FOR PERMITS	12/10/10	<p>NOTES:          1. SEE PERMITS FOR ALL CHANGES.          2. ALL CHANGES MUST BE APPROVED BY THE ENGINEER.          3. ALL CHANGES MUST BE APPROVED BY THE OWNER.          4. ALL CHANGES MUST BE APPROVED BY THE CITY.          5. ALL CHANGES MUST BE APPROVED BY THE STATE.          6. ALL CHANGES MUST BE APPROVED BY THE FEDERAL GOVERNMENT.          7. ALL CHANGES MUST BE APPROVED BY THE ENVIRONMENTAL AGENCIES.          8. ALL CHANGES MUST BE APPROVED BY THE LOCAL AGENCIES.          9. ALL CHANGES MUST BE APPROVED BY THE ADJUTANT GENERAL.          10. ALL CHANGES MUST BE APPROVED BY THE SECRETARY OF DEFENSE.          11. ALL CHANGES MUST BE APPROVED BY THE CHIEF OF DEFENSE.          12. ALL CHANGES MUST BE APPROVED BY THE VICE CHIEF OF DEFENSE.          13. ALL CHANGES MUST BE APPROVED BY THE CHIEF OF STAFF.          14. ALL CHANGES MUST BE APPROVED BY THE VICE CHIEF OF STAFF.          15. ALL CHANGES MUST BE APPROVED BY THE CHIEF OF BUDGET AND FINANCIAL OPERATIONS.          16. ALL CHANGES MUST BE APPROVED BY THE VICE CHIEF OF BUDGET AND FINANCIAL OPERATIONS.          17. ALL CHANGES MUST BE APPROVED BY THE CHIEF OF PERSONNEL AND MANAGEMENT OPERATIONS.          18. ALL CHANGES MUST BE APPROVED BY THE VICE CHIEF OF PERSONNEL AND MANAGEMENT OPERATIONS.          19. ALL CHANGES MUST BE APPROVED BY THE CHIEF OF LOGISTICS AND SUPPORT OPERATIONS.          20. ALL CHANGES MUST BE APPROVED BY THE VICE CHIEF OF LOGISTICS AND SUPPORT OPERATIONS.</p>
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300C427\*

**Exhibit "B"**  
**Project 2 Description**



**BOARD OF COUNTY COMMISSIONERS  
 ESCAMBIA COUNTY, FLORIDA  
 PLANNING AND ENGINEERING DEPARTMENT**

**PLANS PROPOSED FOR**

**HIGHWAY 97 PHASE I**

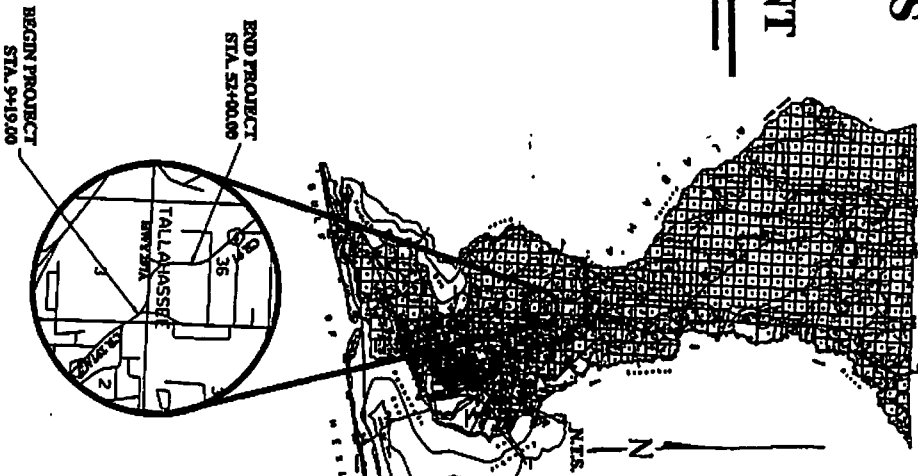
**INDEX OF ROADWAY PLANS**

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	NOTES TO DRAWINGS
3	CENTRAL NOTES
4	GENERAL NOTES
5	ROADWAY OR PLAN ITEMS
6	TYPICAL SECTION
7	INSTALLATIONS DETAILS
8	ROADWAY OR QUANTITIES
9-14	ROADWAY PLAN AND PROFILE
15-21	CROSS SECTIONS

**50% PLANS SUBMITTAL  
 NOT FOR CONSTRUCTION  
 MARCH 2010**

**COMMISSIONERS**

- DISTRICT ONE     WILSON ROBERTSON
- DISTRICT TWO     GENE VALENTINO
- DISTRICT THREE    MARIE YOUNG
- DISTRICT FOUR    GROVER ROBINSON, CHAIRMAN
- DISTRICT FIVE    KEVIN WHITE, VICE CHAIRMAN



**LENGTH OF PROJECT - 0.811 LF  
 0.811 MI**

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE FLORIDA CROWN BOOK OF STATUTES AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (LATEST EDITION), THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR BRIDGES (LATEST EDITION), THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR TOWNSHIP AND COUNTY ROADWAYS (LATEST EDITION), AND THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES AND STRUCTURES (LATEST EDITION).

PROJECT INFORMATION	DATE
PROJECT NO. 2010-000571	
PROJECT LOCATION	
PROJECT DESCRIPTION	
PROJECT CHAIRMAN	
PROJECT ENGINEER	
PROJECT CHECKER	
PROJECT DATE	

**NOTES TO REVIEWERS**

1. THESE NOTES HAVE BEEN REVIEWED BY THE FOLLOWING ENGINEERS, ARCHITECTS AND SURVEYORS.
2. A 30 MIN REVIEW PERIOD WAS USED AT THE DISCRETION OF THE PE AND OR PEA REVIEWER OF A SHOP DRAWING.
3. A 30 MIN REVIEW PERIOD WAS USED THROUGHOUT THE REST OF THE PROJECT.

NO.	REVISION	DATE	BY	CHECKED BY

**JACOBS ENGINEERING GROUP, INC.**  
2700 BALBOA BLVD., SUITE 400, ORLANDO, FLORIDA 32839-4071

PROJECT NO. \_\_\_\_\_  
 DRAWING NO. \_\_\_\_\_  
 SHEET NO. \_\_\_\_\_  
 DATE \_\_\_\_\_



**HIGHWAY 97**  
**NOTES TO REVIEWERS**


MAY 21 2010

GENERAL NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINE DIVISION BY REQUEST 48 HOURS PRIOR TO CONSTRUCTION.
2. ALL CONDITIONS AND SITUATIONS OF THE CONSTRUCTION PROJECT AND THE APPROVALS ISSUED BY THE COUNTY ENGINE DIVISION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION SHALL BE COMPLIED WITH BY EACH PARTY.
3. THE EXISTING ROADWAY AND EXISTING UTILITIES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE EXISTING ROADWAY AND EXISTING UTILITIES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE EXISTING ROADWAY AND EXISTING UTILITIES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
4. ALL WORKS PERFORMED BY THE CONTRACTOR SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE COUNTY ENGINE DIVISION.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND TO ALL EXISTING ROADWAYS THROUGHOUT THE CONSTRUCTION PERIOD.
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19. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND TO ALL EXISTING ROADWAYS THROUGHOUT THE CONSTRUCTION PERIOD.
20. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND TO ALL EXISTING ROADWAYS THROUGHOUT THE CONSTRUCTION PERIOD.
21. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND TO ALL EXISTING ROADWAYS THROUGHOUT THE CONSTRUCTION PERIOD.
22. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND TO ALL EXISTING ROADWAYS THROUGHOUT THE CONSTRUCTION PERIOD.
23. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND TO ALL EXISTING ROADWAYS THROUGHOUT THE CONSTRUCTION PERIOD.
24. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND TO ALL EXISTING ROADWAYS THROUGHOUT THE CONSTRUCTION PERIOD.
25. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND TO ALL EXISTING ROADWAYS THROUGHOUT THE CONSTRUCTION PERIOD.
26. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND TO ALL EXISTING ROADWAYS THROUGHOUT THE CONSTRUCTION PERIOD.
27. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND TO ALL EXISTING ROADWAYS THROUGHOUT THE CONSTRUCTION PERIOD.
28. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND TO ALL EXISTING ROADWAYS THROUGHOUT THE CONSTRUCTION PERIOD.

THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND TO ALL EXISTING ROADWAYS THROUGHOUT THE CONSTRUCTION PERIOD.

- FOR THE COUNTY ENGINE DIVISION:**
- FLORIDA DEPARTMENT OF TRANSPORTATION  
 605 WEST CENTRAL EXPRESSWAY  
 TALLAHASSEE, FLORIDA 32304  
 TEL: 904-438-7000  
 FAX: 904-438-7001
- FOR THE COUNTY ENGINE DIVISION:**
- FLORIDA DEPARTMENT OF TRANSPORTATION  
 605 WEST CENTRAL EXPRESSWAY  
 TALLAHASSEE, FLORIDA 32304  
 TEL: 904-438-7000  
 FAX: 904-438-7001
- FOR THE COUNTY ENGINE DIVISION:**
- FLORIDA DEPARTMENT OF TRANSPORTATION  
 605 WEST CENTRAL EXPRESSWAY  
 TALLAHASSEE, FLORIDA 32304  
 TEL: 904-438-7000  
 FAX: 904-438-7001



**JACOBS ENGINEERING GROUP, INC.**  
 2700 N. WILSON BLVD., SUITE 400, CHICAGO, ILLINOIS 60642

**HIGHWAY 97**  
**GENERAL NOTES SHEET**

NO.	REVISION	DATE	DESCRIPTION

2 of 21




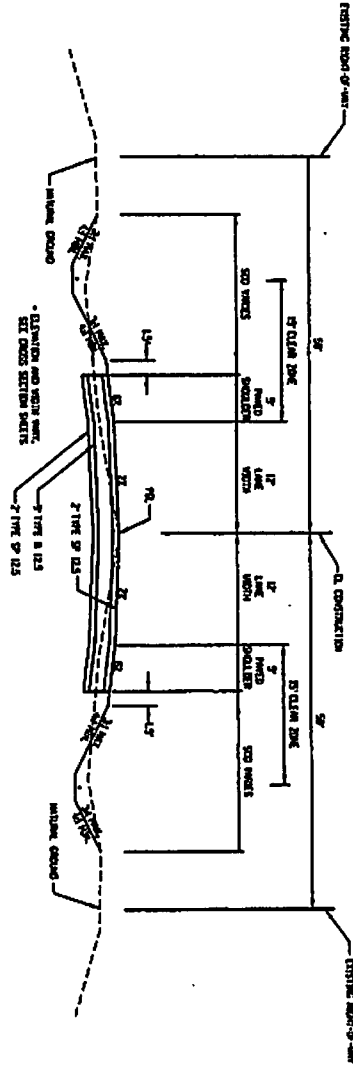




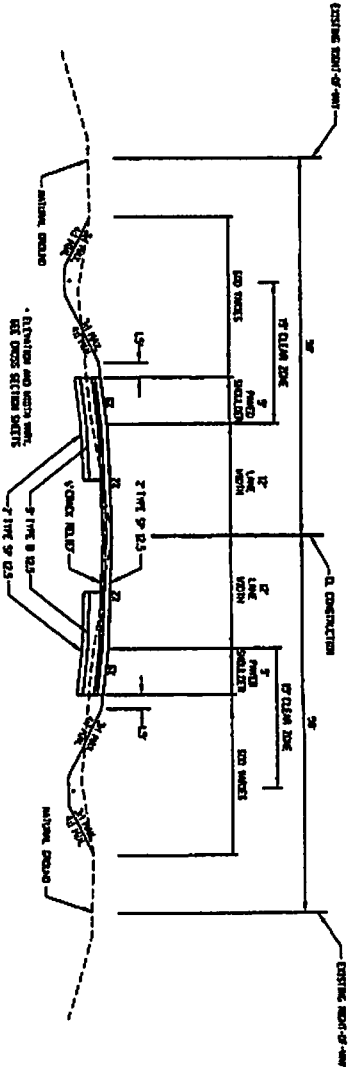


BID ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION
1	MOBILIZATION	LS			
2	MAINTENANCE OF TRAFFIC	LS			
3	STORMWATER POLLUTION PREVENTION	LS			
4	CLEARING AND GRUBBING	LS			
5	SCALDOUT EXISTING ASPHALT	LF			
6	REMOVE EXISTING ASPHALT	SR			
7	REMOVE EXISTING CONCRETE (DRIVES, DITCHES, FLUMES)	SR			
8	REMOVE EXISTING HEADWALL	EA			
9	PIPE REMOVAL	LF			
10	2" TYPE SP 12.5 ASPHALT	SR			
11	5" TYPE B 12.5 ASPHALT	SR			
12	1/2" CRACK RELIEF	SR			
13	4" SAND-CLAY BASE FOR DRIVEWAYS	SR			
14	4" CONCRETE (DRIVEWAYS)	SR			
15	1 1/2" TYPE SP 12.5 ASPHALT (DRIVEWAYS)	SR			
16	GRAVEL (DRIVEWAYS)	SR			
17	24" RCP	LF			
18	36" RCP	LF			
19	36" RCP	LF			
20	36" MES	EA			
21	TYPE D DITCH BOTTOM INLET	EA			
22	CLASS 1 CONCRETE	CY			
23	TYPE E CURB AND CUTTER	LF			
24	EARTHWORK (EXCAVATION)	LS			
25	EARTHWORK (FILL)	LS			
26	REPLACE MAILBOX WITH FOOT APPROVED HEAVY DUTY PLASTIC	EA			
27	SOD	SR			
28	SIGNING AND PAVEMENT MARKINGS	LS			

		<b>HIGHWAY 97</b> SUMMARY OF PAY ITEMS	
JACOBS ENGINEERING GROUP, INC. 2000 WALKER BLVD., STE. 600 ORLANDO, FLORIDA 32801-9911			
PROJECT NO. _____	DRAWING NO. _____	SHEET NO. OF _____	DATE _____
PREPARED BY _____	CHECKED BY _____	DESIGNED BY _____	APPROVED BY _____



TYPICAL PAVEMENT CONSTRUCTION DETAIL  
 HIGHWAY 97  
 STA. 9+19.00 TO STA. 32+00.00



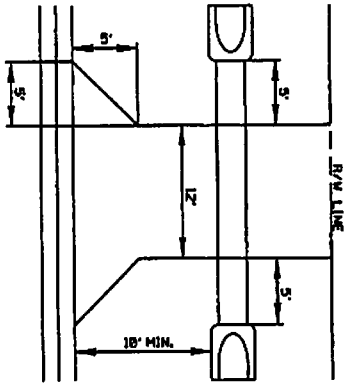
TYPICAL PAVEMENT CONSTRUCTION DETAIL  
 HIGHWAY 97  
 STA. 32+00.00 TO STA. 52+00.00

<p><b>JACOBS ENGINEERING GROUP, INC.</b>                  FOR MAJOR RFP'S, 875 4th AVENUE, FLORIDA 32102-7971</p>			<p><b>HIGHWAY 97</b>                  TYPICAL SECTIONS</p>	
<p>DATE: 5/20/10</p>	<p>BY: [Signature]</p>		<p>SCALE: AS SHOWN</p>	<p>PROJECT NO: 2010-000571</p>

TYPICAL DRIVEWAY CONNECTION STANDARDS

NOTES

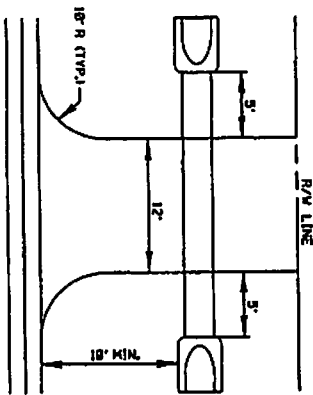
1. DRIVEWAYS ABUTTING PAVED ROADS SHALL BE 1 1/2" ASPHALT (CS-1; S-2 ASPHALT) OR 2" CONCRETE WITH 1" SAND-CLAY OR LimestONE BASE - 75% COMPACTION BETWEEN EDGE OF ROADWAY AND R/W LINE.
2. IF NECESSARY, REFER TO F.D.O.T INDEX NO. 515.
3. RADIUS OR FLARE IS ACCEPTABLE FOR TYPE II OR TYPE III CONNECTIONS.
4. TYPICAL DRIVEWAY SECTIONS ARE TO BE 12" MINIMUM WIDTH AT THE EDGE OF TRAVEL LANE.
5. CONCRETE DRIVEWAYS SHALL BE TIED TO THE NEAREST JOINT.



CONCRETE DRIVEWAY TYPICAL

NOTES

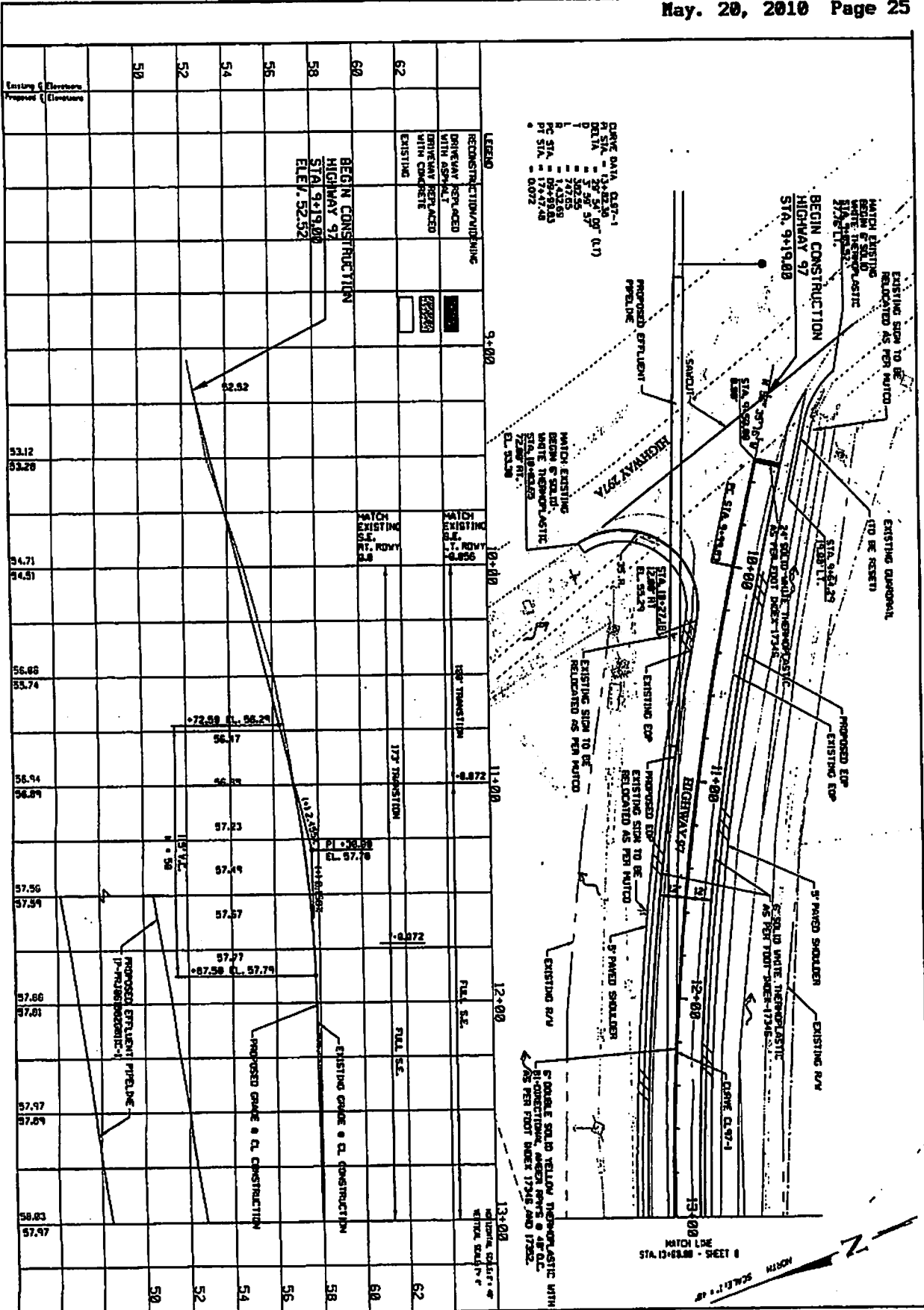
- CRITERIA FOR CONNECTING EXISTING DRIVEWAYS TO ALL COUNTY PAVED ROADS THAT REQUIRE WIDENING OR RECONSTRUCTION.
1. GIRT DRIVEWAYS:
    - a. THE DRIVEWAY SHALL BE REPLACED WITH A 12" WIDE ASPHALT DRIVEWAY FROM THE EDGE OF TRAVEL TO THE RIGHT-OF-WAY.
    - b. THE RADIUS MUST BE 10' FROM THE EDGE OF TRAVEL.
  2. DRIVEWAY DRIVEWAYS:
    - a. IF THE DRIVEWAY IS LESS THAN 12", THE DRIVEWAY SHALL BE REPLACED WITH A 12" WIDE ASPHALT DRIVEWAY FROM THE EDGE OF TRAVEL TO THE RIGHT-OF-WAY.
    - b. IF THE EXISTING DRIVEWAY IS GREATER THAN 12" AT THE RIGHT-OF-WAY, THE NEW ASPHALT DRIVEWAY SHALL BE 12" WIDE WITH DRIVEWAY PLACE ON EACH SIDE TO MATCH THE EXISTING WIDTH AT THE RIGHT-OF-WAY.
  3. ASPHALT DRIVEWAYS:
    - a. IF THE DRIVEWAY IS LESS THAN 12", THE DRIVEWAY SHALL BE REPLACED WITH A 12" DRIVEWAY AT THE EDGE OF TRAVEL AND MATCH THE EXISTING WIDTH AT THE RIGHT-OF-WAY.
    - b. IF THE EXISTING DRIVEWAY IS GREATER THAN 12" AT THE RIGHT-OF-WAY, THE NEW DRIVEWAY SHALL MATCH THE EXISTING WIDTH AT THE RIGHT-OF-WAY AND EDGE OF TRAVEL.



ASPHALT DRIVEWAY TYPICAL

	<p><b>JACOBS ENGINEERING GROUP, INC.</b>                  2725 MARSH ROAD, SUITE 600, ORLANDO, FLORIDA 32819-1079</p>	<p><b>HIGHWAY 97</b>                  MISCELLANEOUS DETAILS</p>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">REVISION</th> <th style="width: 10%;">DATE</th> <th style="width: 10%;">BY</th> <th style="width: 10%;">CHECKED</th> <th style="width: 10%;">APPROVED</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	REVISION	DATE	BY	CHECKED	APPROVED								
NO.	REVISION	DATE	BY	CHECKED	APPROVED									





DRIVE DATA, Q.157-1  
 R STA. = 13+82.50  
 DELTA = 25° 54' 09" (L)  
 P = 1.00  
 L = 1.00  
 PC STA. = 13+82.50  
 PE STA. = 13+82.50  
 PI STA. = 13+82.50  
 ELEV. = 0.072

EXISTING  
 MATCH EXISTING  
 WHITE THERMOPLASTIC  
 SURFACING  
 STA. 9+19.00  
 ELEV. 52.52

EXISTING  
 MATCH EXISTING  
 WHITE THERMOPLASTIC  
 SURFACING  
 STA. 13+00.00  
 ELEV. 57.77

EXISTING  
 MATCH EXISTING  
 WHITE THERMOPLASTIC  
 SURFACING  
 STA. 13+00.00  
 ELEV. 57.77

EXISTING  
 MATCH EXISTING  
 WHITE THERMOPLASTIC  
 SURFACING  
 STA. 13+00.00  
 ELEV. 57.77

Station	Elevation	Grade	Notes
9+19.00	52.52		BEGIN CONSTRUCTION HIGHWAY 97
10+00.00	56.88	-0.872%	EXISTING EOP
11+00.00	57.77	+0.872%	PROPOSED EOP
12+00.00	57.97		EXISTING EOP
13+00.00	57.77		PROPOSED EOP

JACOBS ENGINEERING GROUP, INC.  
 7500 MARINE AVENUE, SUITE 400, DELAND, FLORIDA 32119-0711  
 PROJECT NO. 10-000571  
 SHEET NO. 25 OF 25



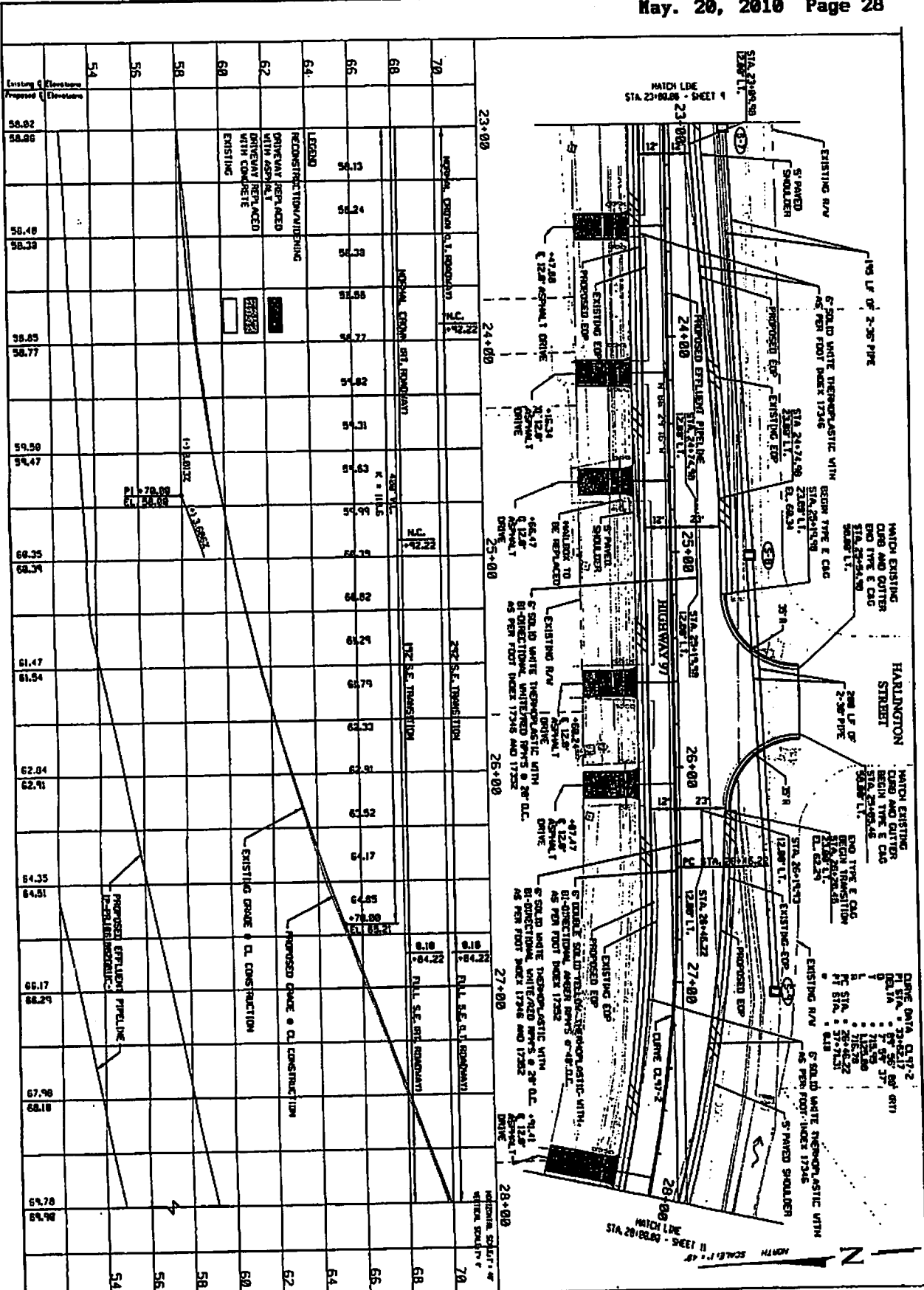
HIGHWAY 97  
 PLAN AND PROFILE SHEET  
 STA. 9+19.00 TO STA. 13+00.00


7 of 21



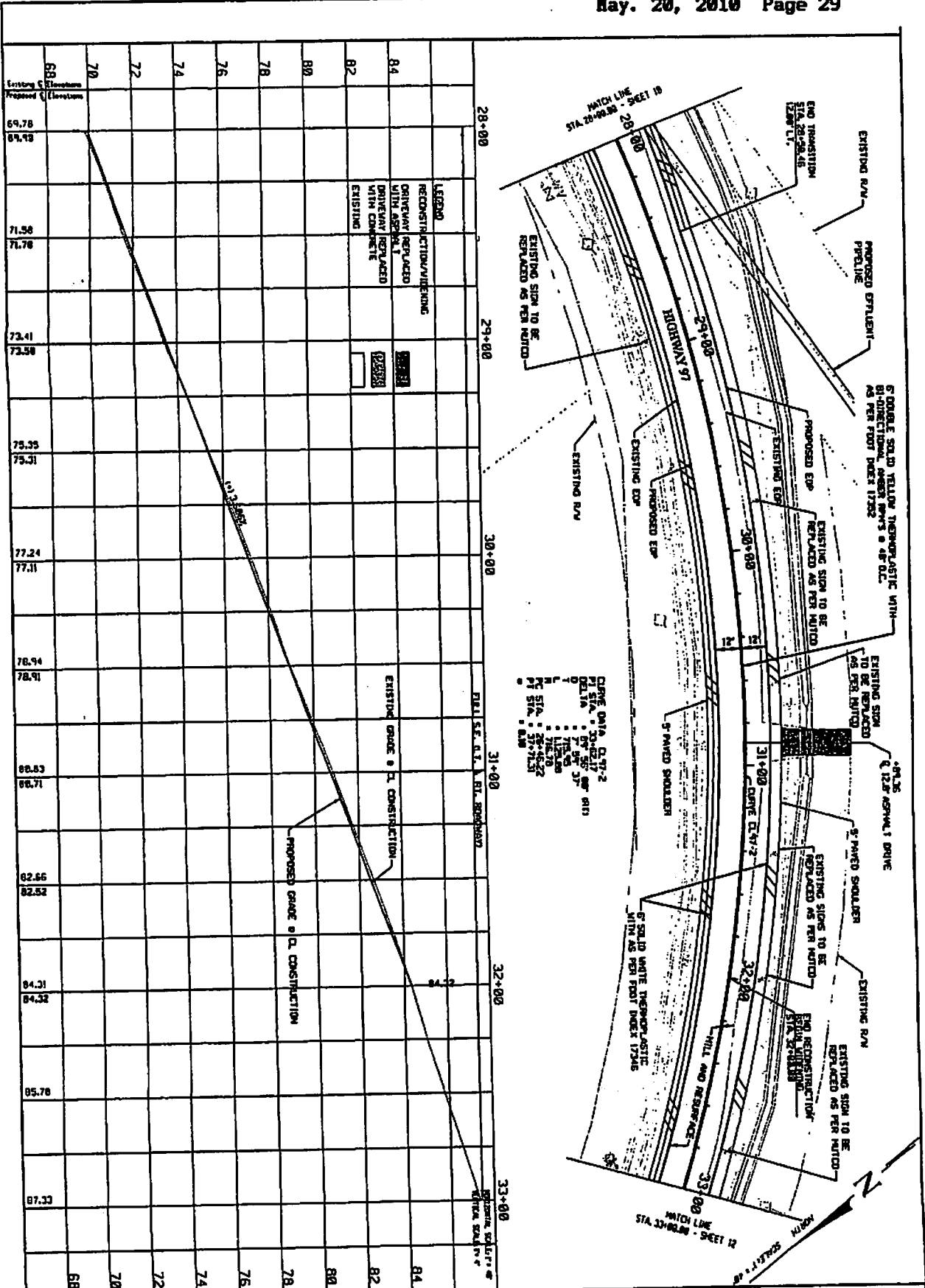






<b>JACOBS ENGINEERING GROUP, INC.</b> <small>2700 MAJOR BOULEVARD, SUITE 400, ORLANDO, FLORIDA 32839-1099</small>		<h2 style="margin: 0;">HIGHWAY 97</h2> <h3 style="margin: 0;">PLAN AND PROFILE SHEET</h3> <p style="margin: 0;">STA. 23+00.00 TO STA. 28+00.00</p>
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DATE: 10/21/10	DRAWN BY:	CHECKED BY:	DESIGNED BY:	PROJECT NO.:	SHEET NO.:	TOTAL SHEETS:
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JACOBS ENGINEERING GROUP, INC.  
 2200 MAJOR BOVD, STE 400, DELAND, FLORIDA 32119-1773

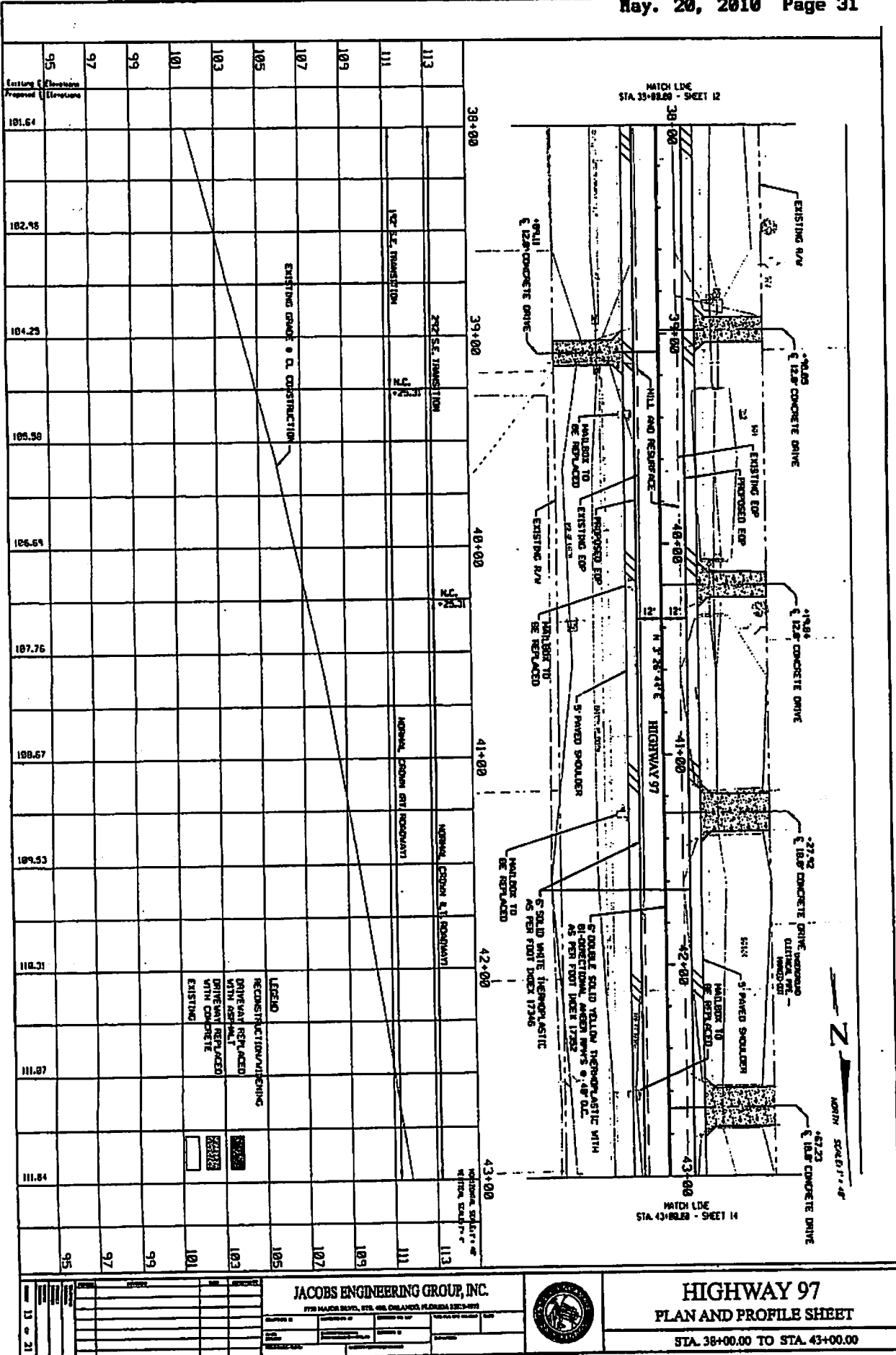


**HIGHWAY 97**  
**PLAN AND PROFILE SHEET**

STA. 28+00.00 TO STA. 33+00.00

DATE	11	21
BY		
CHECKED		
APPROVED		





Station	Existing Elevation	Proposed Elevation
38+00	101.64	
39+00	102.95	
40+00	104.25	
41+00	105.58	
42+00	106.95	
43+00	107.76	
44+00	108.67	
45+00	109.53	
46+00	110.31	
47+00	111.07	
48+00	111.84	
49+00		95
50+00		97
51+00		99
52+00		101
53+00		103
54+00		105
55+00		107
56+00		109
57+00		111
58+00		113

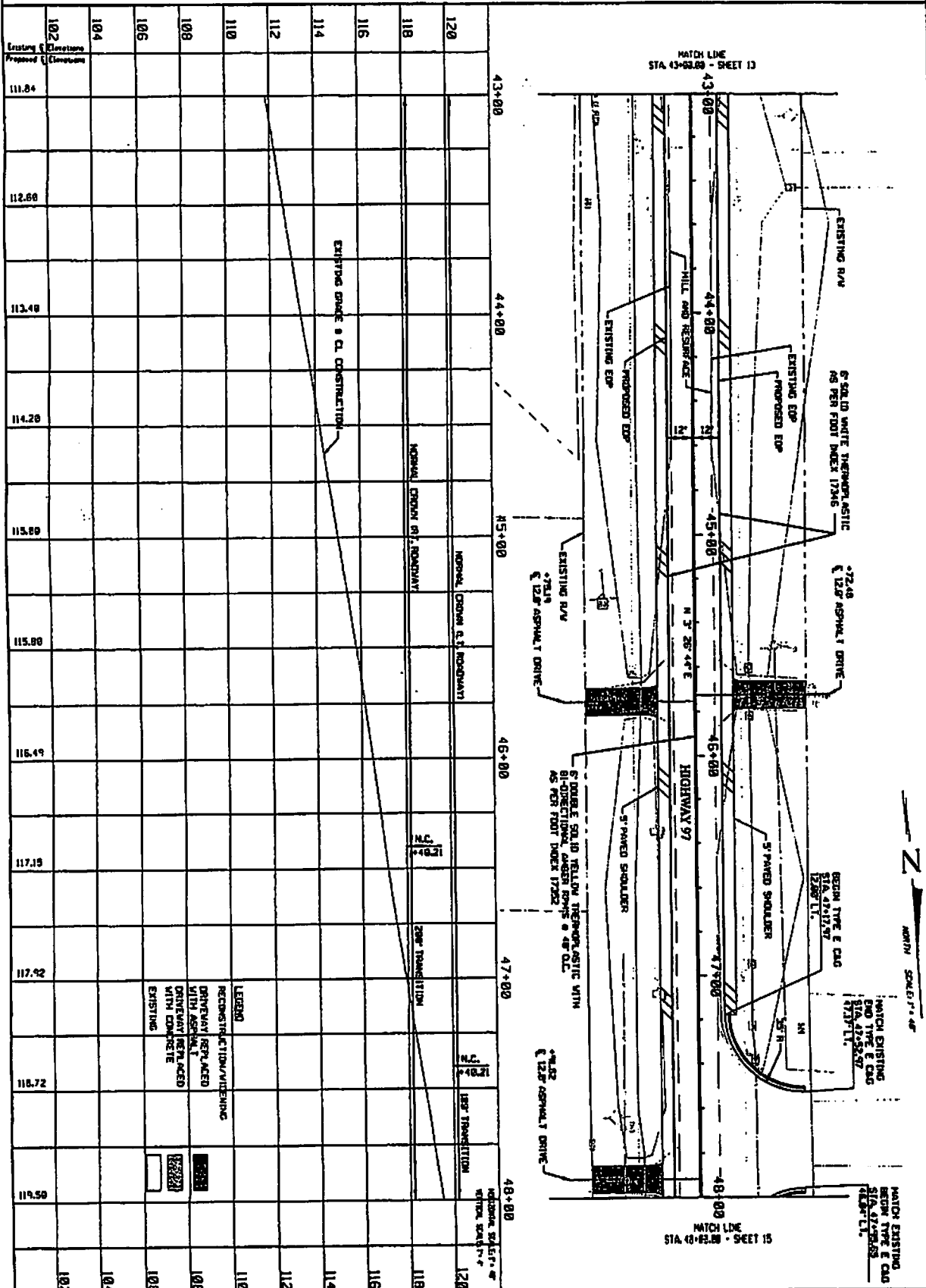
JACOBS ENGINEERING GROUP, INC.  
 7700 WALKER BLVD., SUITE 400, ORLANDO, FLORIDA 32835-1000



**HIGHWAY 97**  
**PLAN AND PROFILE SHEET**

STA. 38+00.00 TO STA. 43+00.00

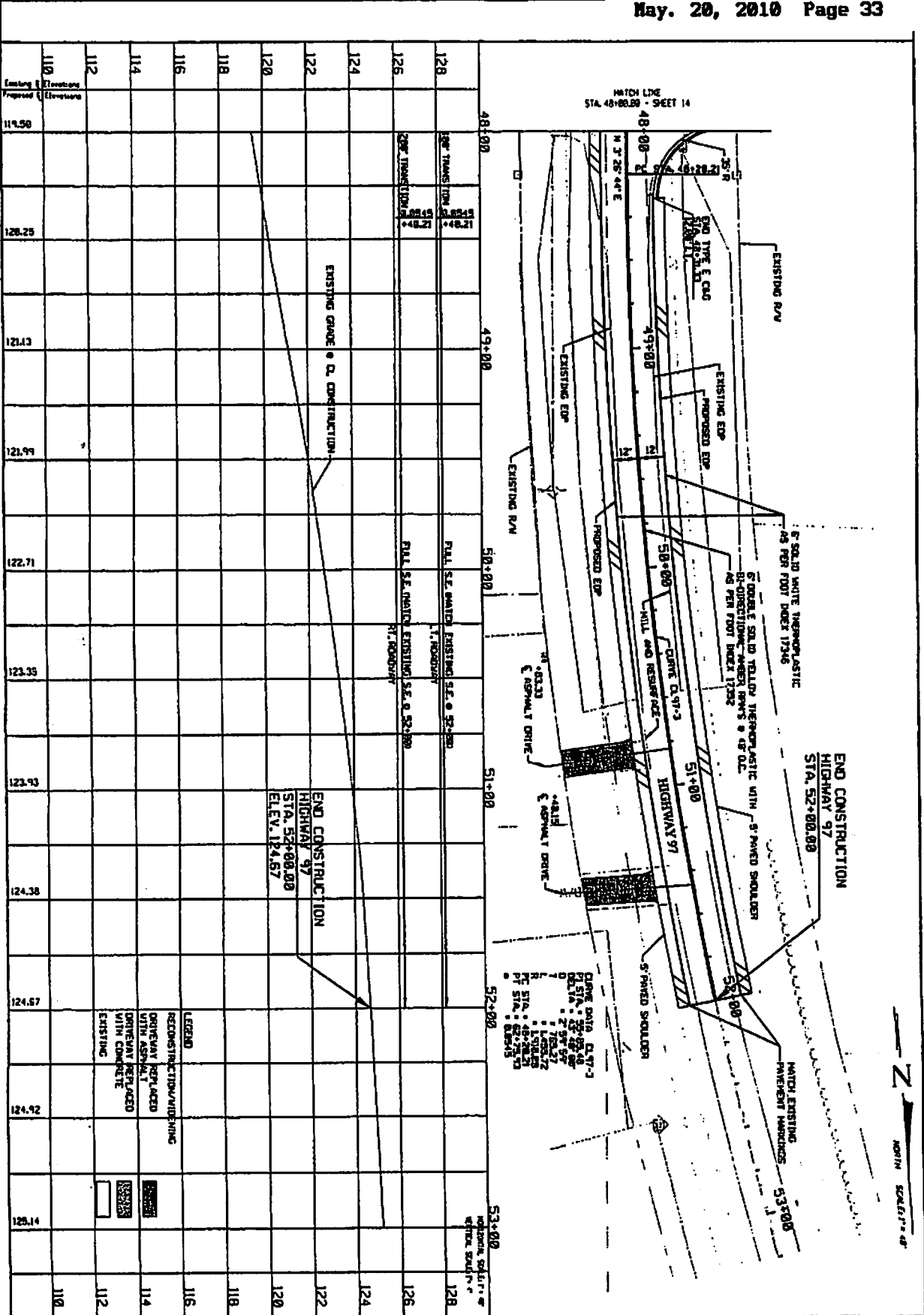
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	5/20/10
2	ISSUED FOR CONSTRUCTION	5/20/10
3	ISSUED FOR AS-BUILT	5/20/10
4	ISSUED FOR RECORD DRAWING	5/20/10
5	ISSUED FOR FINAL AS-BUILT	5/20/10



**JACOBS ENGINEERING GROUP, INC.**  
FOR MATCH SHEET, SEE SHEET 13 AND SHEET 15

**HIGHWAY 97**  
**PLAN AND PROFILE SHEET**  
 STA. 43+00.00 TO STA. 48+00.00

NO.	REVISION	DATE



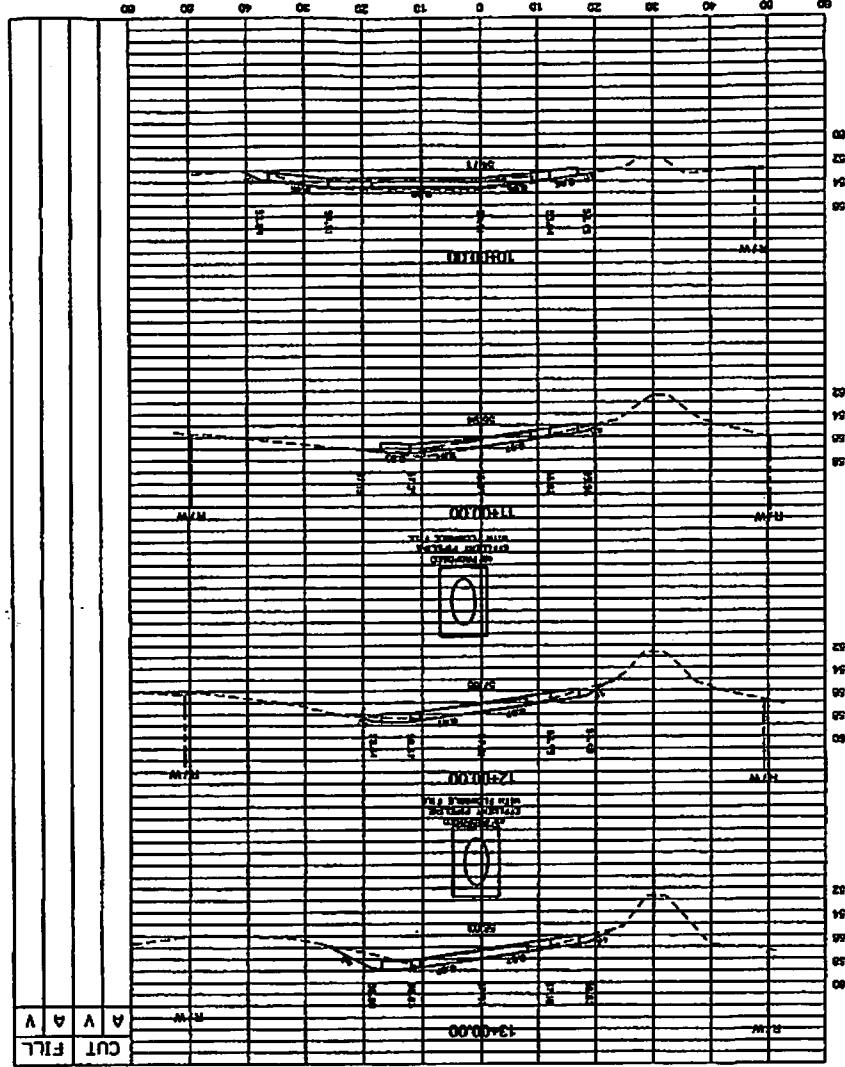
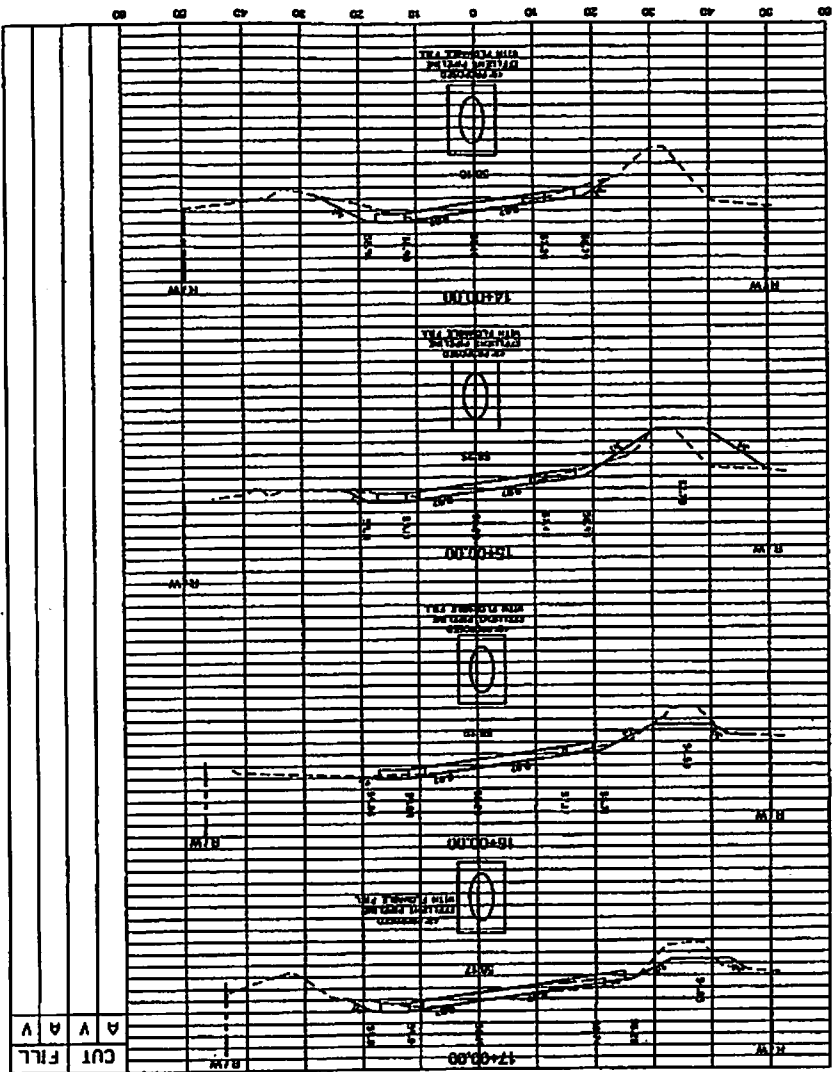
JACOBS ENGINEERING GROUP, INC.  
 2700 MAJOR BLVD, STE. 400, ORLANDO, FLORIDA 32839-4071



**HIGHWAY 97**  
**PLAN AND PROFILE SHEET**  
 STA. 48+00.00 TO STA. 53+00.00

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	5/20/10
2	ISSUED FOR CONSTRUCTION	5/20/10
3	ISSUED FOR AS-BUILT	5/20/10

HORIZONTAL SCALE: 1" = 20'  
 VERTICAL SCALE: 1" = 10'



16 21

JACOBS ENGINEERING GROUP, INC.  
 1000 CALIFORNIA STREET, SUITE 400, OAKLAND, CALIFORNIA 94612  
 TEL: (916) 865-4500 FAX: (916) 865-4501  
 WWW.JACOBS.COM

HIGHWAY 97  
 CROSS SECTIONS

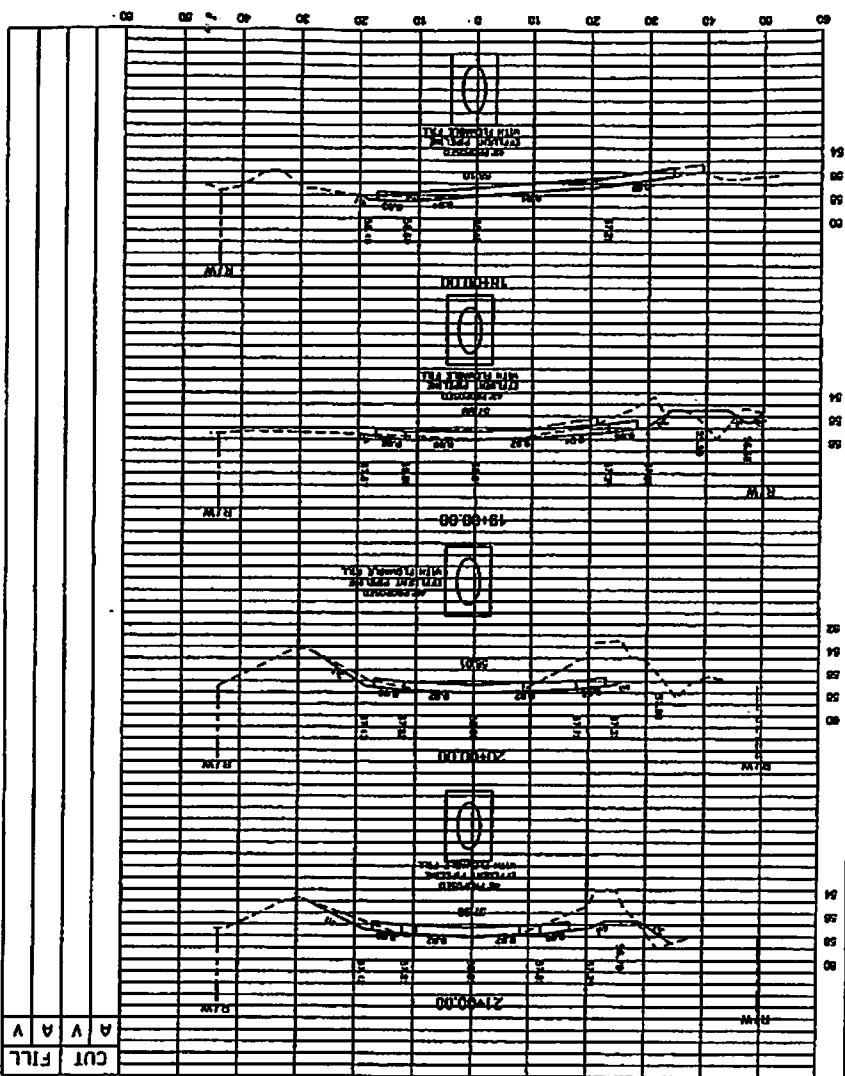
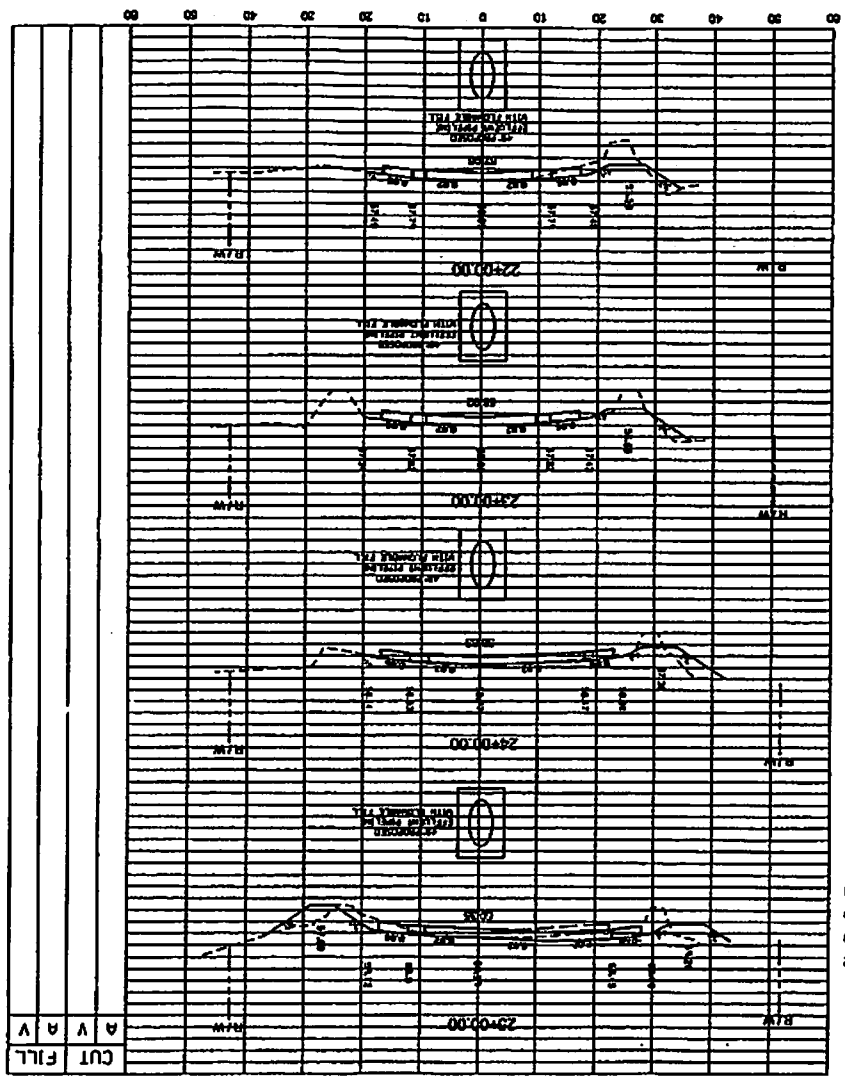
CUT	FILL
A	V
A	V
A	V

CUT	FILL
A	V
A	V
A	V



17 of 21

HORIZONTAL SCALE: 1" = 20'  
 VERTICAL SCALE: 1" = 10'

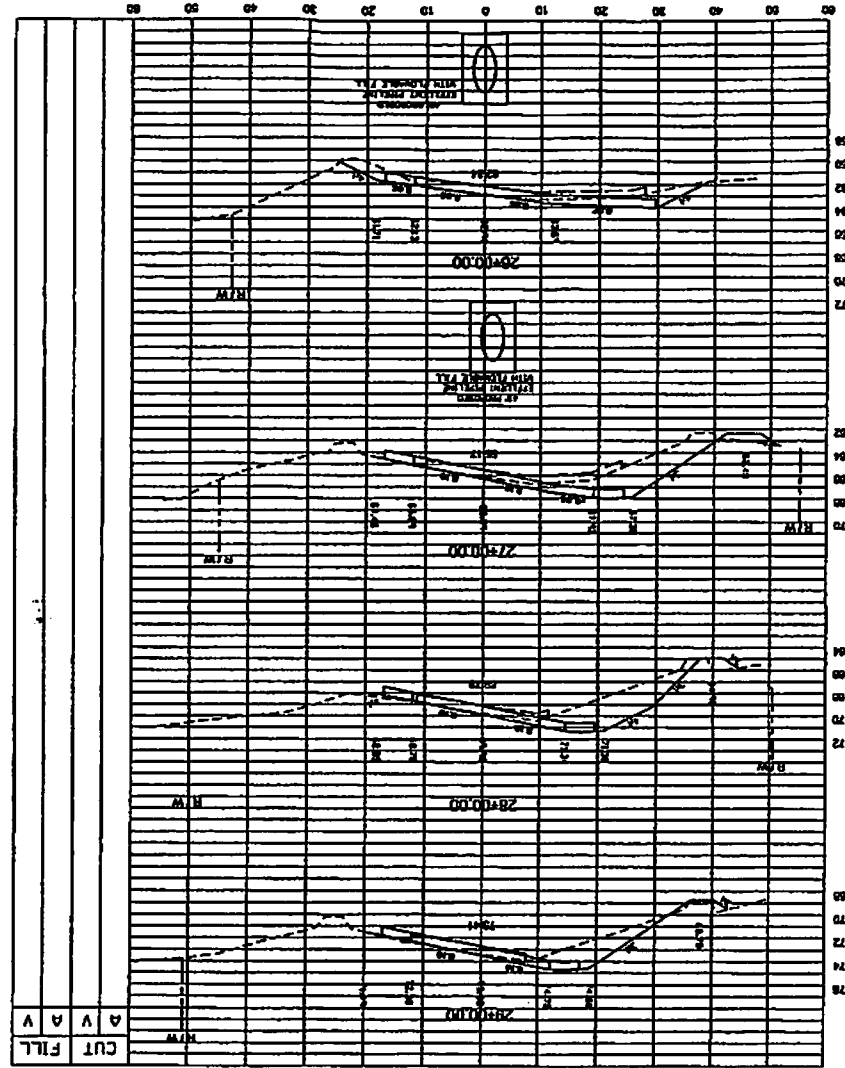
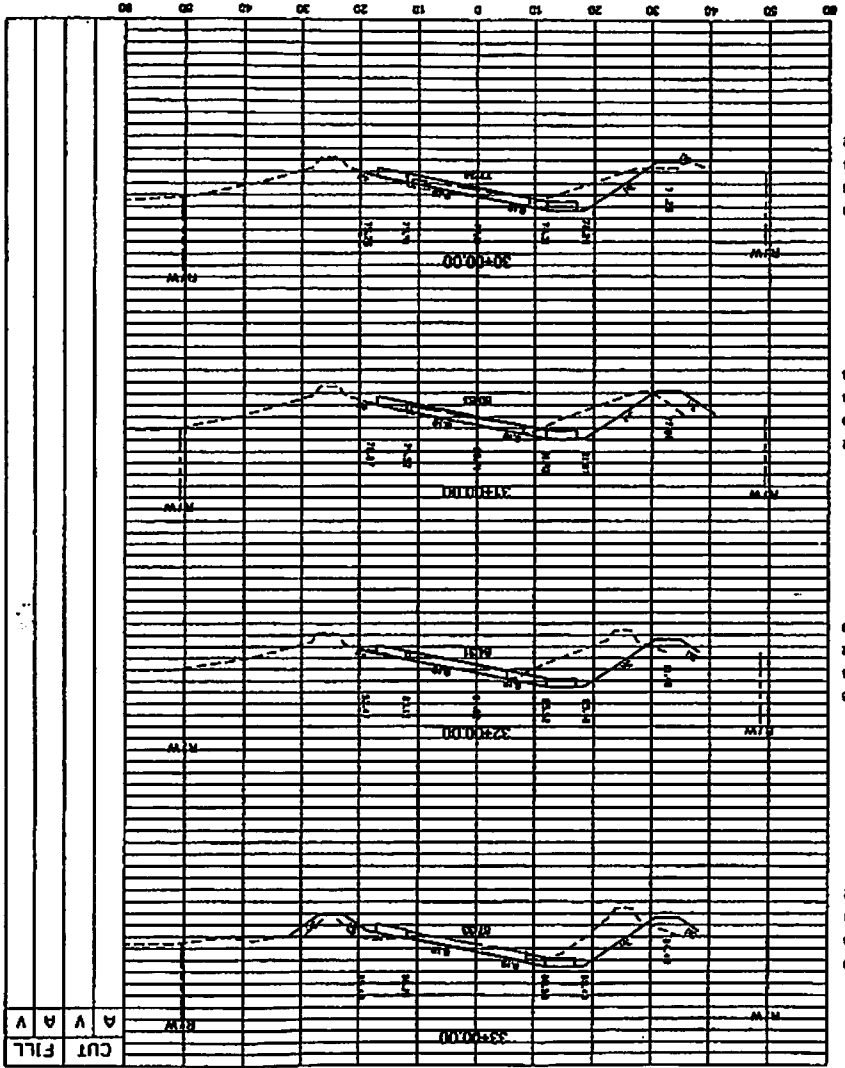


JACOBS ENGINEERING GROUP, INC.  
 7700 MARSH ROAD, SUITE 100, WESTLAND, MICHIGAN 48090  
 TEL: 313.279.2000 FAX: 313.279.2001  
 WWW.JACOBS-ENG.COM



HIGHWAY 97  
 CROSS SECTIONS

HORIZONTAL SCALE: 1" = 20'  
 VERTICAL SCALE: 1" = 10'



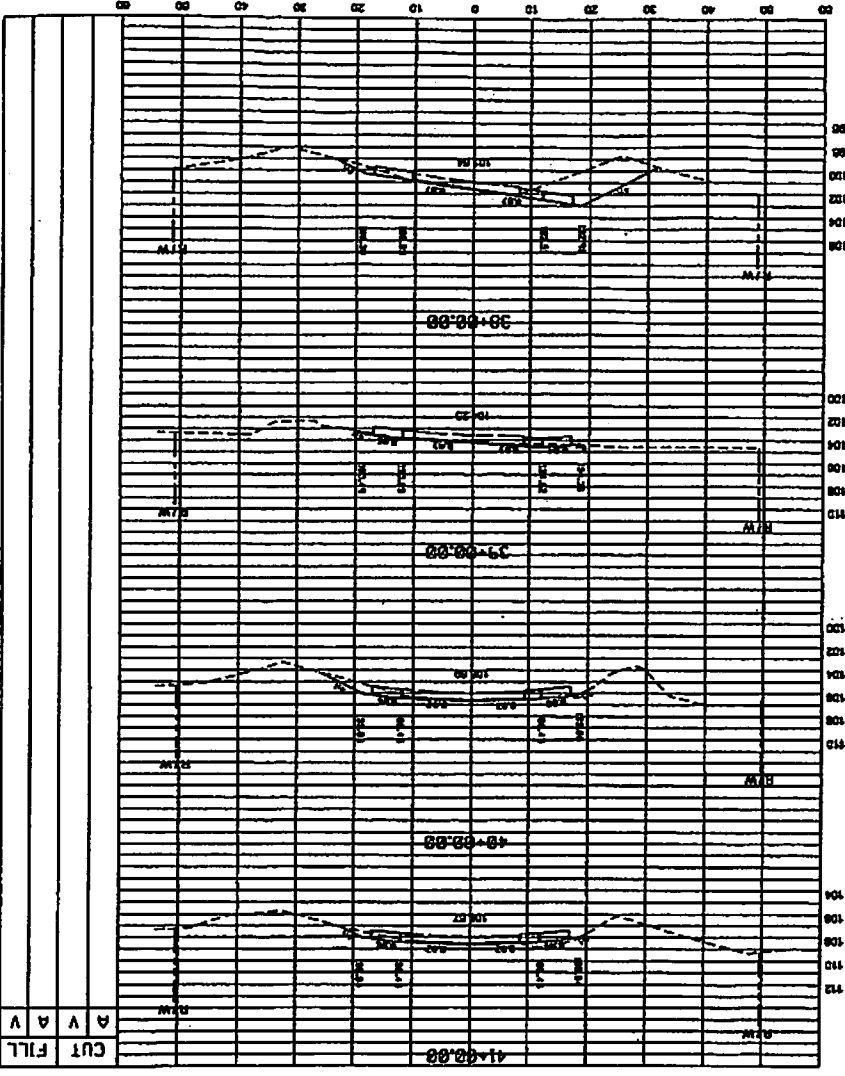
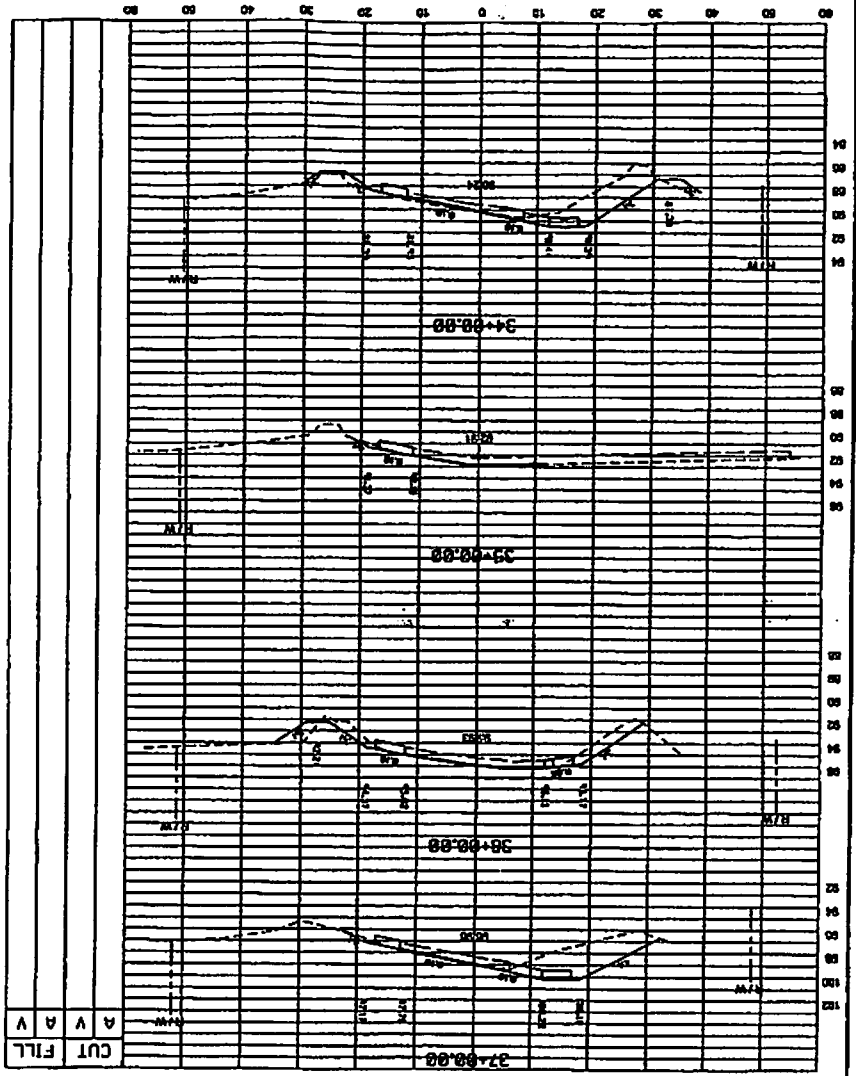
18 of 21

JACOBS ENGINEERING GROUP, INC.  
 7700 HAYDEN DRIVE, SUITE 400, DALLAS, TEXAS 75243-2111  
 PHONE: (972) 382-8600 FAX: (972) 382-8601  
 WWW.JACOBS.COM

HIGHWAY 97  
 CROSS SECTIONS

CUT FILL  
 A V A V

CUT FILL  
 A V A V



HORIZONTAL SCALE: 1" = 20'  
 VERTICAL SCALE: 1" = 10'

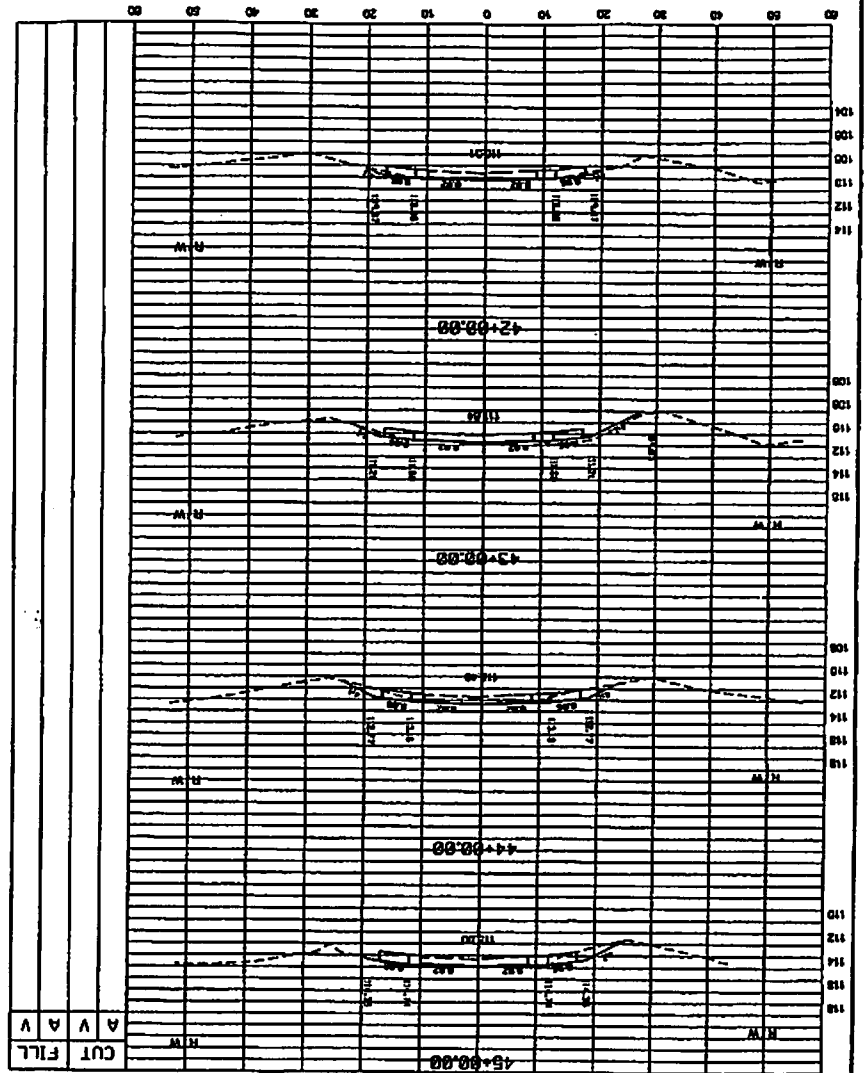
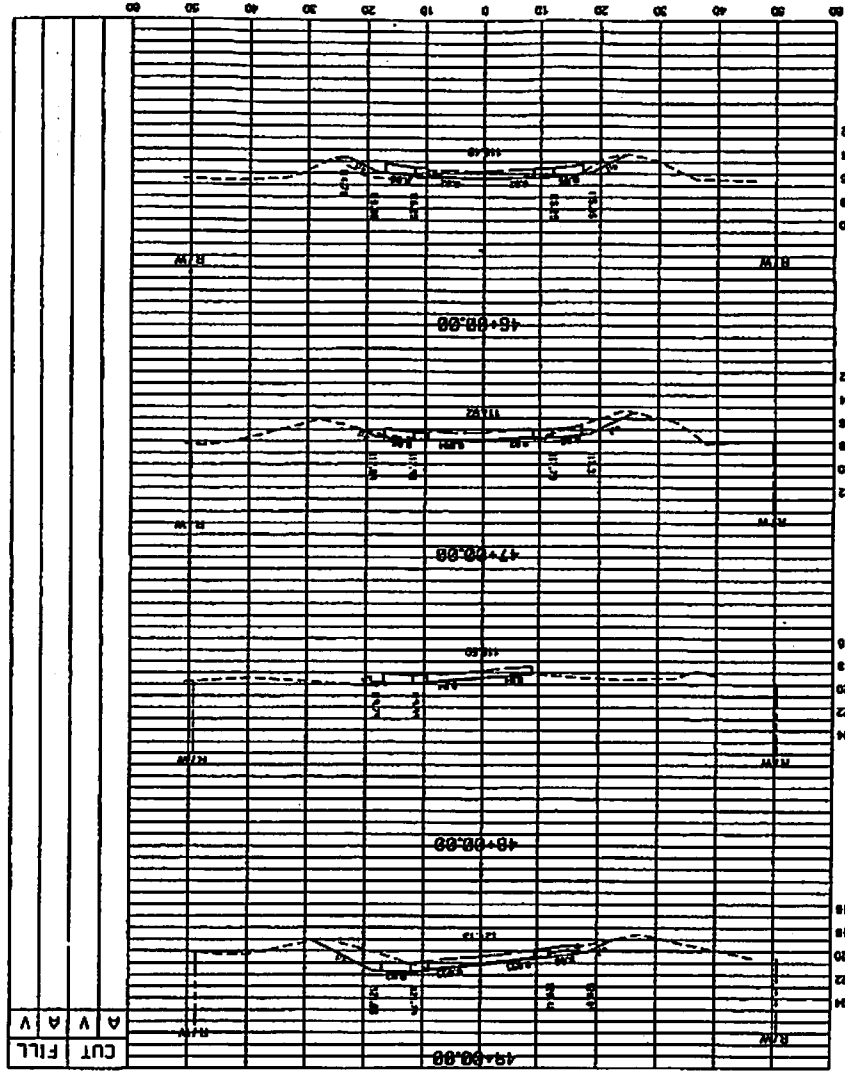
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JACOBS ENGINEERING GROUP, INC.  
 700 ALABAMA STREET, SUITE 400, OAKLAND, CALIFORNIA 94612  
 PROJECT NO. 2009-000571  
 SHEET NO. 37 OF 37



HIGHWAY 97  
 CROSS SECTIONS

HORIZONTAL SCALE: 1" = 20'  
 VERTICAL SCALE: 1" = 10'

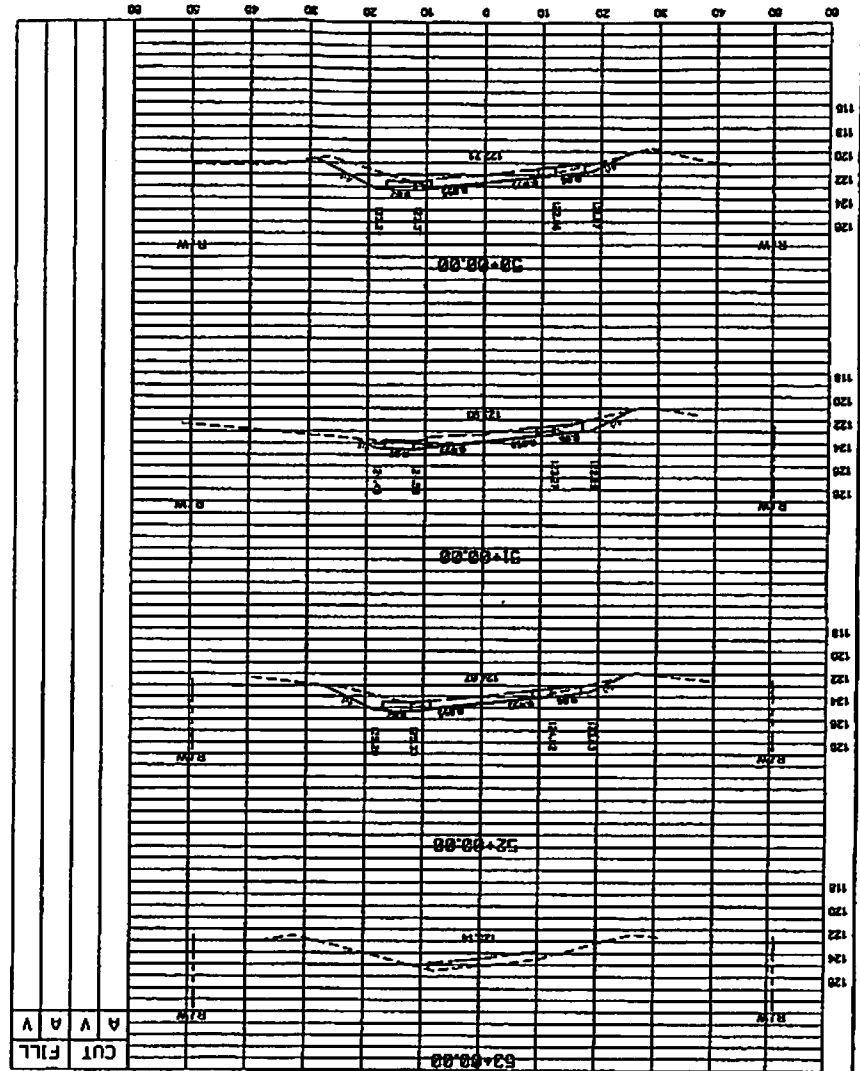
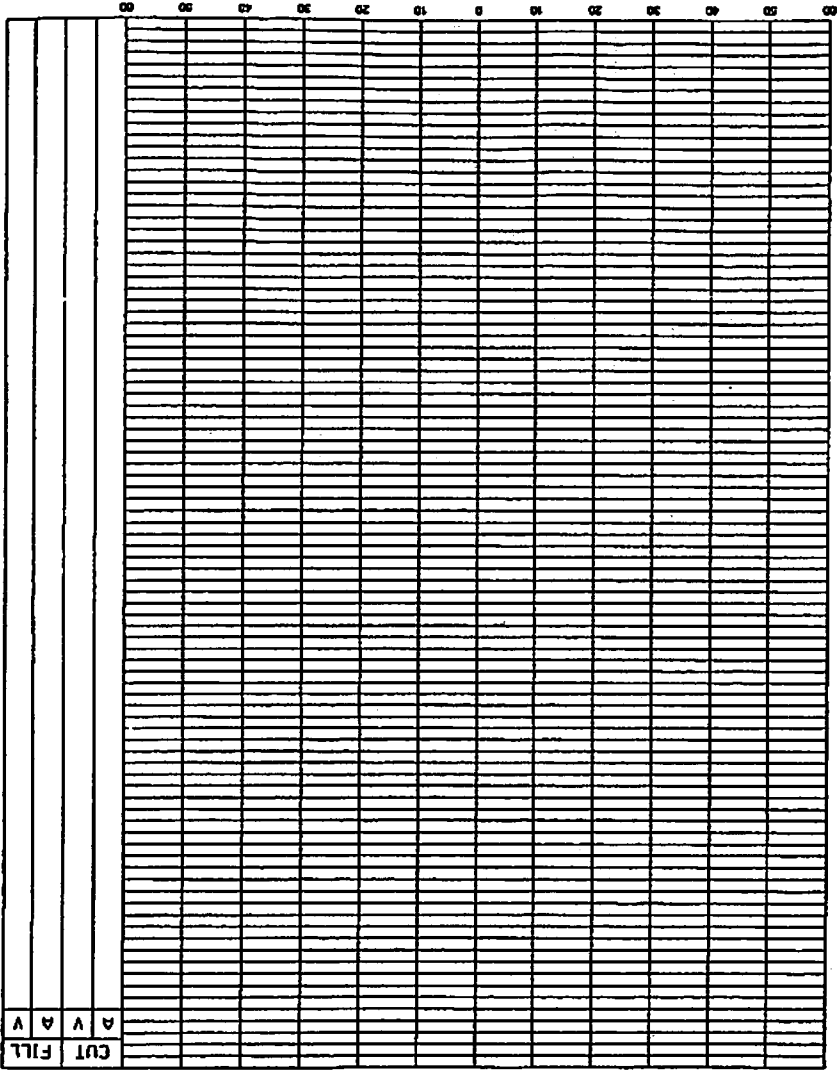


21

JACOBS ENGINEERING GROUP, INC.  
 770 LAKESHORE DRIVE, SUITE 100, WESTLAKE, CALIFORNIA 91361  
 PHONE: (818) 400-4000 FAX: (818) 400-4001  
 WWW.JACOBS.COM

HIGHWAY 97  
 CROSS SECTIONS

HORIZONTAL SCALE: 1" = 20'  
 VERTICAL SCALE: 1" = 10'



21 of 21

JACOBS ENGINEERING GROUP, INC.  
 700 N. ALABAMA STREET, SUITE 2000, DENVER, COLORADO 80202-2501  
 PHONE: (303) 733-4000 FAX: (303) 733-4001  
 WWW.JACOBS.COM



HIGHWAY 97  
 CROSS SECTIONS

**Exhibit "C"**  
**LICENSE**  
**{Begins on following page}**

Prepared by:  
Margaret T. Stopp  
MOORE, HILL & WESTMORELAND, P.A.  
P. O. Box 13290  
Pensacola, FL 32591

COUNTY OF ESCAMBIA  
STATE OF FLORIDA

LICENSE

THIS LICENSE is made on the 20<sup>th</sup> day of May, 2010 by and between Escambia County, Florida, a political subdivision of the State of Florida (the "Grantor") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and International Paper Company, a New York corporation authorized to do business in Florida ("IPC") with administrative offices located at 6400 Poplar Avenue, Memphis, Tennessee 38197 (the "Grantee").

Grantor, for and in consideration of \$10.00 and other valuable consideration, the receipt and sufficiency of which is acknowledged by Grantee, does grant to Grantee a perpetual, non-exclusive License over and across certain property located in Escambia County, Florida, described more particularly as follows:

That portion of Highway 97 at the point where Highway 97 departs from Highway 297A, running 2,000 feet westerly along Highway 97 (the "Roadway").

The License is to be used solely for the purpose of constructing, installing, operating, repairing, and maintaining an effluent water pipeline across and below Grantor's Roadway with limited right of ingress and egress to the property for Grantee's agents and necessary equipment.

Grantor reserves all right, title, interest, and privilege and the full enjoyment of the Roadway and the use of the Roadway as a public roadway and for all purposes not inconsistent with the use described above.

This License is granted by Grantor and accepted by Grantee subject to the following conditions that Grantee covenants and agrees to perform:

1. To use the License with due care and in good faith.
2. To cause no unnecessary or unreasonable obstruction or condition in the use of Roadway.
3. To minimize the use of the License for the installation of the effluent water pipeline and for the subsequent maintenance and repair of the effluent water pipeline.
4. To use the License granted in such manner as to prevent the creation of any obstruction or condition that is or may become hazardous to Grantor or the general public or which may result in a violation of any environmental law or regulation.

Verified By: *H. W. Wood*

Date: *5/21/10*

5. In the event of the erosion or subsidence of adjacent lands caused by the installation, maintenance, use, or repair of the effluent water pipeline, Grantee agrees to immediately restore the surface area to its condition preceding the erosion or subsidence.

6. Grantee shall have the responsibility and bear the expenses for the engineering, design, construction, and installation of the effluent water pipeline within the License area as provided for by separate Agreement between Grantor and Grantee, which Agreement shall be executed simultaneously with this License. Grantee shall obtain all governmental permits required in connection with the installation of the effluent water pipeline.

7. Grantee understands and agrees that this License is a non-exclusive license and agrees to use the License with due consideration for the rights of the Grantor and other license holders. Grantee further understands and agrees that this License may traverse licenses held by various utility companies and agrees to use due care in crossing utility lines.

8. Grantee shall promptly repair any damage or injury to the Roadway that results from the exercise of any of the rights granted in this License. Grantee shall restore the Roadway to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury.

9. Grantee shall hold harmless, indemnify, and defend Grantor, its Board of County Commissioners, agents, and employees, from and against any and all claims, damages (including death of or injury to any person or to property), loss or expense, including attorneys' fees, arising out of or resulting from any negligent or wrongful act or omission of Grantee in exercising any of the rights granted by the License or in the construction, installation, operation, or maintenance of the effluent water pipeline.

10. Grantee reserves the right to terminate this License in its sole discretion in the event that the Roadway where the License is located is closed, abandoned, vacated, discontinued, or reconstructed.

11. Grantor reserves the right in its sole discretion to terminate the License in the event that Grantee breaches any of the terms and conditions contained in the License; provided, however, that Grantor shall first provide Grantee with written notice of the violation and opportunity to cure the same.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this License the day and year first above written.

**{Signature Pages Follow}**



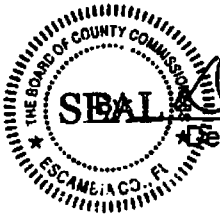
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: [Signature]  
Grover C. Robinson, IV, Chairman

Date Executed

5/20/2010

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court



[Signature]  
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: ACH  
Date: 4/22/10

BBC Approved 05-20-2010

INTERNATIONAL PAPER COMPANY

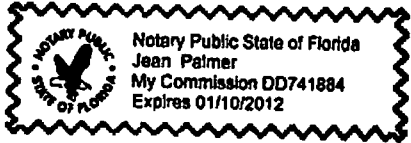
[Signature]  
Print CARROLL C. JONES

[Signature]  
By Christopher R. Read  
Its Mill Manager

[Signature]  
Print Debbie Bailey

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this the 19<sup>th</sup> day of April, 2010, by Christopher R. Read, Mill Manager for International Paper Company, who is personally known to me, or who produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
My commission expires 01/10/2012

**AMENDMENT TO  
AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA, AND  
INTERNATIONAL PAPER COMPANY  
RELATING TO EFFLUENT WATER PIPELINE INSTALLATION  
AND COUNTY ROAD 97**

THIS AMENDMENT TO AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA, AND INTERNATIONAL PAPER COMPANY RELATING TO EFFLUENT WATER PIPELINE INSTALLATION AND COUNTY ROAD 97 (the "Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Escambia County, Florida, a political subdivision of the State of Florida (the "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and International Paper Company, a New York corporation authorized to do business in Florida ("IPC") with administrative offices located at 6400 Poplar Avenue, Memphis, Tennessee 38197 (each at times also being referred to as a "Party" or collectively as "Parties").

**RECITALS**

WHEREAS, the Parties entered into an Agreement dated May 20, 2010 related to the installation of an effluent pipeline in the vicinity of County Road 97; and

WHEREAS, the Agreement set forth the responsibilities of the Parties, more particularly described as Project 2, including new road construction; and

WHEREAS, IPC has contracted for and paid Jacobs Engineering for certain engineering work associated with Project 2; and

WHEREAS, the Parties mutually agree that the actual construction of the portion of the new road and related infrastructure for Project 2 can be done more cost-effectively by the County.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in this Amendment, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree to amend the Agreement to include the following:

1. The Recitals contained above are true and correct and incorporated in this Amendment.
2. Project 2 as described in Article 2 of the Agreement is amended to reflect that IPC will not perform new road or infrastructure construction in approximately 2,000 linear feet beyond Project 1 on County Road 97, as more fully shown on Exhibit "B" to the Agreement.
3. The parties agree that the County will reimburse IPC for the cost of design and engineering plans for Project 2. Article 10, section 10.1 of the Agreement is amended to the effect that upon final payment by the County, IPC will surrender ownership of all documents

related to Project 2 to the County, and IPC will direct Jacobs Engineering Group, Inc. to make available to the County all files for Project 2, as may be requested by the County.

4. All provisions of the Agreement not in conflict with this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties have made and executed this Amendment on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairperson, duly authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2011, and International Paper Company, by and through its Mill Manager, who is duly authorized to execute same.

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

This document approved as to form and legal sufficiency  
By *Kristina Hup*  
Title *ACA*  
Date *3/9/11*

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 \_\_\_\_\_

BCC Approved \_\_\_\_\_

**WITNESSES:**

**INTERNATIONAL PAPER COMPANY**

*Michael Steltenkamp*  
Print MICHAEL STELTENKAMP

*Carl Gunter*  
By Carl Gunter  
Its Mill Manager

*Cheryl Johnson*  
Print Cheryl Johnson



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 8.**

**County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** Acquisition of Property for Drainage Improvements in Coral Creek Subdivision  
**From:** Joy D. Blackmon, P. E., Bureau Chief  
**Organization:** Public Works-Infrastructure Branch  
**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Acquisition of Property for Drainage Improvements in Coral Creek Subdivision - Joy D. Blackmon P.E., Public Works Bureau Chief

That the Board take the following action concerning acquisition of property by donation for drainage improvements in Coral Creek Subdivision:

- A. Authorize staff to negotiate and resolve any matters related to, or associated with the acquisition of property, by donation, for Easements located in Coral Creek Subdivision, gather information and conduct inspections as needed, to allow the Board's acceptance of the real property;
- B. Authorize the payment of documentary stamps because the property is being acquired for governmental use, which is for drainage Easements, and the County benefits from these acquisitions because they facilitate the installation of drainage improvements, which will result in a more efficient stormwater drainage system, which will enhance the quality of life for the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the acquisition of these properties, which includes but is not limited to, a title search, documentary stamp tax and recording of documents; and
- D. Authorize staff to prepare and the Chairman or Vice Chairman to accept the Easements as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time, subject to Legal review and sign-off.

Coral Creek Subdivision, Units One and Two, are located in the Sorrento Road / Blue Angel Parkway area. Coral Creek Subdivision has a history of stormwater drainage

problems. Engineering has a project in design to improve the stormwater drainage in this area. To facilitate the proposed drainage improvements will require the acquisition, by donation, of Easements.

[Funding Source: Fund 352, LOST III, Account 210107/56301, Project #08EN0301, "Coral Creek Drainage Project"]

**BACKGROUND:**

Coral Creek Subdivision, Units One and Two, are located in the Sorrento Road / Blue Angel Parkway area. Coral Creek Subdivision has a history of stormwater drainage problems. Engineering has a project in design to improve the stormwater drainage in this area. To facilitate the proposed drainage improvements will require the acquisition, by donation, of easements. Board approval is required to authorize Staff to proceed with the acquisitions, and for the Board's acceptance of the acquired easements.

**BUDGETARY IMPACT:**

Funds for incidental expenses associated with these projects are available in Fund 352, LOST III, Account 210107/56301, Project #08EN0301 "Coral Creek Drainage Project."

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Easement forms to be used in the acquisition process have been previously approved by the County Attorney's Office.

**PERSONNEL:**

All work associated with this request is being done in-house and no additional staff is required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Upon Board approval to start the acquisition process, County Staff will proceed in compliance with Section 46-139 of the Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, Staff will proceed with the acquisition of required easements associated with this project.

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**Attachments**

Coral Creek Drainage Project Map

# CORAL CREEK SUBDIVISION DRAINAGE PROJECT



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT

JCC 02/23/11      DISTRICT 2



Coral Creek Subdivision



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 9.**

**County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** Issue Task Order on Contract PD 02-03.79, "Professional Services" for CEI Services  
**From:** Joy D. Blackmon, P.E.  
**Organization:** Public Works  
**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Issuing a Task Order on Contract PD 02-03.79, "Professional Services" for Construction, Engineering, Inspection and Project Management Services for County Road 297-A (Sandicrest Drive to Pine Forest Road, including Pine Cone Drive) Widening and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board approve and authorize the County Administrator to execute a Task Order to Metric Engineering, Inc., in the amount of \$250,173.96, on Contract PD 02-03.79, "Professional Services" for Construction, Engineering, Inspection and Project Management Services for County Road 297-A (Sandicrest Drive to Pine Forest Road, including Pine Cone Drive) Widening and Drainage Improvements.

[Funding Source: Fund 351, "LOST II", Account 210105/56301, Project #09EN0565, \$224,820 and Fund 352, "LOST III", Account 210107/56301, Project #08EN0105, \$25,353.96]

**BACKGROUND:**

Due to reduced staff levels in the areas of engineering, inspection and project management, this task order is necessary for the suitable completion of the County Road 297-A (Sandicrest Drive to Pine Forest Road, including Pine Cone Drive) Widening and Drainage Improvements Project. Under this task order, the consultant will provide construction, engineering, inspection, and project management services.

**BUDGETARY IMPACT:**

Funds for this task order are available in Fund 351 "LOST II", Account 210105/56301, Project #09EN0565 \$224,820.00 and Fund 352 "LOST III", Account 210107/56301, Project #08EN0105 \$25,353.96.

**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, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval of this recommendation, a purchase requisition will be transmitted to the Office of Purchasing for processing.

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**Attachments**

Backup - CR 297A



**SCOPE OF WORK  
CONSTRUCTION, ENGINEERING, INSPECTION AND PROJECT  
MANAGEMENT FOR  
CR 297-A (SANDICREST TO PINE FOREST) WIDENING AND DRAINAGE  
IMPROVEMENT PROJECT**

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**SCOPE OF SERVICES SUMMARY**

The Scope of Work for this project is to provide construction, engineering, inspection and project management services for the CR 297-A and Kingsfield Road Widening and Drainage Improvements Project. This document gives the Consultant the same responsibility and authority as Escambia County when administering this County construction project contract. The administration of the CR 297-A and Kingsfield Road Widening and Drainage Project will be conducted by the Consultant in full cooperation with the Escambia County. Escambia County will have the final word in regard to challenges of Consultant authority by the contractor or decisions made by the Consultant regarding the work. The ultimate goal of Escambia County and the Consultant should be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractors, and Escambia County, and to complete the work on budget and on time with minimum inconvenience and maximum safety for the public.

The responsibilities of the Consultant on this project are, but not limited to:

- 1. Erosion Control and Preconstruction Conferences:** Prepare for and conduct the Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meetings with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting.
- 2. Attend Weekly Meetings:** Prepare the agenda, attend, and conduct a meeting every week with Escambia County personnel, Contractor, Sub-Contractors, Utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events, the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting. Distribute written minutes to the appropriate agencies.
- 3. Project Administration:** Provide project administration and coordinate with the assigned Project Coordinator. Prepare for, cooperate with, and assist auditors who may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor contractor's hours worked and materials on the project and verify all pay requests for accuracy. Prior to starting work, submit to Project Coordinator a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Project Coordinator and be available at any time in the case of an emergency on the project. The Consultant should also obtain from the Contractor a list of personnel that will be responsible for any occurrence that may arise on the project, for the life of the project.
- 4. Provide Construction Inspection:** Provide effective and qualified supervision of all inspection services being conducted by Prime Contractor and Sub-Contractors. All field technicians must be certified in the applicable FDOT certification workshops listed below:

Asphalt Roadway Paving Inspector  
Asphalt Plant Inspection  
Class 1 Concrete Technician  
Soils and Aggregate Technician  
Earthwork Technician  
Nuclear Gauge Trained and Proficient  
SWPPP Certified

Certification from another State Highway Department, nationally recognized institution, or other approved agency may be acceptable in lieu of the FDOT certification. **Prior approval is required.**

**5. Conduct Field Surveys:** Verify surveying services to obtain original, final, as well as, progress estimate quantities for payment of all earthwork pay items to the Contractor. Be prepared to justify quantities in case of discrepancies between the Contractors and Project Coordinator. Upon request, check construction layout when deemed necessary by the Project Coordinator.

**6. Supplemental Agreements/Construction Changes:** Notify the Project Coordinator of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the Contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the Project Coordinator.

**7. Shop Drawings:** Preview and approve all shop drawings prior to the Contractor submitting them to the appropriate Vendor.

**8. Quality Assurance, Testing for Acceptance, and Training:** Copies of all certifications should be filed in the project records for review by Escambia County at any time. Any temporary waivers of certification or licensing will be reviewed by Escambia County for the final decision. Provide certification training to Consultant personnel for all necessary field-testing and inspection. Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by Escambia County and distribute as required. Monitor documentation of testing by the Contractor. Field test verification by the Consultant includes, but is not limited to, all asphalt related testing to include asphalt plant inspection and all concrete related testing for acceptance by Escambia County, nuclear density testing of earthwork, base stone, asphalt, structural backfill and pipe backfill as defined in the Standard Specifications and Escambia County's sampling and testing schedule. The Consultant will also verify aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and Escambia County's sampling and testing schedule. (Note: All tests normally performed by Escambia County personnel will be performed by the Consultant.) Also Consultant's responsibility include, the random checking of application rates, dimensions and bearings to assure conformance to the Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on forms supplied by Escambia County and will receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to Escambia County will also be

reviewed for completeness and conformance to the Escambia County's standard form of submission. A Final Materials and Tests Certification will be submitted to Project Coordinator with the Final Records.

**9. Progress Payments:** The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the Prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The Project Coordinator must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the Project Coordinator for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Coordinator. Copies of approved Sub Contractors should be on file prior to the first Progress Payment.

**10. Revisions to the Contract Plans:** Any revisions to the contract plans or cross sections will be submitted to the Project Coordinator for review and processing.

**11. Distribution of Correspondence:** Submit to the Project Coordinator a copy of all correspondence between the Consultant, Contractor, Sub Contractors, or others concerning matters related to the project. Maintain an electronic file of all correspondence for submission with the project Final Records.

**12. Inspection of Work:** Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure and record all quantities for payment. Record field measurements in project records for review by Escambia County or auditors. The records will be recorded on a standard form (field book) supplied or defined by Escambia County and/or on field inspection forms to be submitted to Escambia County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as required) project traffic control on forms supplied by Escambia County and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions from the contractor or Escambia County. Prepare an accurate daily diary, signed by the inspector, consisting of, but not limited to:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each Contractor or Subcontractor
- Orders given to the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged

- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life

**13. Reports:** There are numerous reports, documents, etc., that shall be generated in the process of Contract Administration. Submit a formatted (Escambia County standard format) of selected project records to Project Coordinator after project completion. Any questions regarding the requirements shall be forwarded to the Project Coordinator for clarification.

**14. Final Records:** Submit a final estimate (electronic format) for the project at this time. Coordinate Consultant hours after project completion with the Project Coordinator for approval.

**15. Project Claims:** Prepare documentation and assist in the defense of Escambia County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

**16. Utility Relocations:** Utility relocations will be a part of this contract. Relocations that are reimbursable will be inspected for quantities that will be reviewed and verified, comparing utility company records prior to payment by Escambia County.

**17. Plan Review:** Review submitted construction plans from the design engineers prior to construction for completion, comments, concerns and observations.

**18. Citizen Interface:** Consultant will act as primary point of contact for citizen comments, inquiries and complaints for this construction project. Consultant will maintain (2) Variable Message Board (VMB) from start of construction through completion of punch list. Consultant will also maintain (1) static message boards. One shall be for standard project documentation, permits, etc. Location shall be within the project location, to be determined by the Project Coordinator. The second static message board shall be for public information exclusively; containing updated project status information maintained with weekly updates by the Consultant, overall plan sheet and contact information for public information. Location shall be determined by the Project Coordinator.

**DETAILS OF COSTS AND FEES**

**METRIC ENGINEERING, INC.**

CR 297-A (Sandicrest to Pine Forest) Widening and Drainage Improvements

<u>CLASSIFICATION</u>	<u>MANHOURS</u>	<u>CONTRACT HOURLY RATE</u>	<u>SALARY COST</u>
Senior Project Engineer	160.0	\$57.75	\$9,240.00
Project Administrator	320.0	\$43.86	\$14,035.20
Contract Support Specialist	160.0	\$31.50	\$5,040.00
Resident Compliant Specialist	160.0	\$14.00	\$2,240.00
Senior Roadway Inspector	1600.0	\$24.50	\$39,200.00
Asphalt Plant Inspector	165.0	\$22.50	\$3,712.50
	2565.0		\$73,467.70
Straight Overtime (Metric Only)			
Total Labor			\$4,291.25
Multiplier (286.68%)			\$77,758.95
Total			\$222,919.36
Premium Overtime (Metric Only)			\$222,919.36
Total			\$2,145.63
AE Engineering, Inc (DBE)			\$225,064.99
Total Cost	10.04%		\$25,108.97
			\$250,173.96 <i>EB</i>

*Calculations  
verified  
02/24/11  
R Lambert*

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**DETAILS OF COSTS AND FEES**

**METRIC ENGINEERING, INC.**

**CR 297-A (Sandicrest to Pine Forest) Widening and Drainage Improvements**

**Overtime**

<u>CLASSIFICATION</u>	<u>MANHOURS</u>	<u>CONTRACT HOURLY RATE</u>	<u>SALARY COST</u>
Senior Inspector	1600.0	\$24.50	\$39,200.00
Asphalt Plant Inspector	165.0	\$22.50	\$3,712.50
Total	1765.0		\$42,912.50
Straight Overtime (10%)			\$4,291.25
Premium Overtime			\$2,145.63
Total Overtime Cost			\$6,436.88

**DETAILS OF COSTS AND FEES**

**AE Engineering, Inc. (DBE)**

**CR 297-A (Sandicrest to Pine Forest) Widening and Drainage Improvements**

<u>CLASSIFICATION</u>	<u>MANHOURS</u>	<u>CONTRACT HOURLY RATE</u>	<u>SALARY COST</u>
Inspector	615.0	\$18.00	\$11,070.00
Multiplier (226.82%)			\$25,108.97
Total Cost			\$25,108.97



**BOARD OF COUNTY COMMISSIONERS**  
**Escambia County, Florida**

**Budget/Finance Consent Item #: 10.**

**County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** Reallocation of Capital Improvement Program Funds  
**From:** Joy D. Blackmon, P.E.  
**Organization:** Public Works  
**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Reallocation of Capital Improvement Program Funds -  
Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning the reallocation of Capital Improvement Program Funds:

A. Approve the reallocation of funds, totaling \$250,000, from Fiscal Year 2010/2011 Capital Improvement Program from the Myrtle Grove Jackson Drainage Project (District 2) to the Second Street Drainage Project (District 2). The funds are being transferred to the drainage portion of the Local Agency Program Agreement with the State of Florida Department of Transportation, to work in conjunction with the construction of paved shoulders on Second Street, between Interbay Avenue and Barrancas Avenue.

B. Approve the reallocation of funds, totaling \$250,000, from Fiscal Year 2011/2012 Capital Improvement Program from the Myrtle Grove Jackson Drainage Project (District 2) to the Navy Point Drainage Project (District 2). The funds are being transferred for a joint project with Emerald Coast Utilities Authority (ECUA) in the Navy Point area. ECUA is installing sewer in the Navy Point area encompassed by Baublits Drive. Escambia County would like to partner with ECUA so we can upgrade the storm sewer that is undersized, in poor condition, and in some locations unsafe to pedestrians. The proposed County improvements include: milling and resurfacing approximately 500 linear feet of road outside ECUA's project area; replacing approximately 3,100 linear feet of broken curb; removal and replacement of roughly 2,500 linear feet of undersized and/or broken storm pipes; and upsizing 21 existing curb inlets. ECUA will provide the initial payments, and the County will reimburse ECUA through a partnering Agreement.

[Funding Source: Fund 352, "Local Option Sales Tax III", Account 210107]



**BACKGROUND:**

Various issues have hindered progress and affected the ability to construct some projects as previously scheduled. Staff requests the Board's approval in order to move forward with projects that are currently in progress or are ready for design/construction.

**BUDGETARY IMPACT:**

No budgetary impact occurs. Funding is currently available in Fund 352 "Local Option Sales Tax III", Account 210107.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

Upon Board approval, Engineering staff will implement changes.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Scheduling and prioritization of capital improvement projects is at the discretion of the Board.

**IMPLEMENTATION/COORDINATION:**

N/A

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 11.**

**County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** Acceptance of Property from Florida Department of Transportation (FDOT) for Use as Right-of-Way on Coleman Road  
**From:** Joy D. Blackmon, P. E., Bureau Chief  
**Organization:** Public Works-Infrastructure Branch  
**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the County's Acceptance of Property from Florida Department of Transportation (FDOT) for Use as Right-of-Way on Coleman Road - Joy D. Blackmon, P.E., Public Works Bureau Chief

That the Board take the following action concerning the County's acceptance of property from the Florida Department of Transportation (FDOT) for use as right-of-way on Coleman Road:

- A. Accept the transfer of real property from FDOT for use as right-of-way on Coleman Road;
- B. Adopt the Resolution authorizing the acceptance of the transfer of the real property from FDOT for use as right-of-way on Coleman Road;
- C. Authorize the payment of incidental expenses associated with the recording of the Resolution; and
- D. Authorize the Chairman or Vice Chairman to sign the Resolution and any other documents necessary to complete the transaction, subject to Legal review and sign-off.

Coleman Road is a paved, County-maintained road (R/W varies) located north of Airport Boulevard, which abuts the west right-of-way line of Interstate 110 (I-110). FDOT acquired several parcels of property abutting Coleman Road for their expansion project on the I-110 / Airport Boulevard exchange. FDOT has completed this portion of their project and has determined that there are leftover portions of the properties they acquired for which they have no need. FDOT has offered to transfer this property to the County. Staff has reviewed the property and believes it would be of benefit to the County for use as additional right-of-way on Coleman Road.

**BACKGROUND:**

Coleman Road is a paved, County-maintained road (R/W varies) located north of Airport Boulevard, which abuts the west right-of-way line of Interstate 110 (I-110). FDOT acquired several parcels of property abutting Coleman Road for their expansion project on the I-110 / Airport Boulevard exchange. FDOT has completed this portion of their project and has determined that there are leftover portions of the properties they acquired for which they have no need. FDOT has offered to transfer this property to the County. Staff has reviewed the property and believes it would be of benefit to the County for use as additional right-of-way on Coleman Road.

Pursuant to Section 337.29, Florida Statutes allow for the transfer of real property to another government entity by the recording of a right-of-way map in the public records. Upon Board approval, it is the intention of the FDOT to record a right-of-way map in the public records of Escambia County, Florida.

**BUDGETARY IMPACT:**

Funds for the recording of documents for this project are available in an Escrow Account accessible by the Clerk's office.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Resolution was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on February 24, 2011.

**PERSONNEL:**

All work associated with this request is being done in-house and no additional staff is required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

County Staff will maintain compliance with Section 46-139 of the County Codes.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the Resolution will be recorded in the public records, with copies provided to FDOT, who will have the right-of-way map recorded in the public records.

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**Attachments**

Coleman Avenue Resolution

Coleman Avenue Transfer Map

RESOLUTION R2011-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONFIRMING THE ACCEPTANCE OF REAL PROPERTY FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 337.29, Florida Statutes, the Florida Department of Transportation (FDOT) may transfer real property to another government entity by recording a right-of-way map in the public records; and

WHEREAS, pursuant to Section 335.0415, Florida Statutes, such transfer of real property may only be accomplished by mutual agreement of the affected government entities; and

WHEREAS, FDOT will record in the public records of Escambia County, Florida, a right-of-way map, that reflects a transfer of real property as shown on the attached Exhibit "A", to Escambia County; and

WHEREAS, Escambia County wishes to confirm its acceptance of the real property transferred by FDOT;

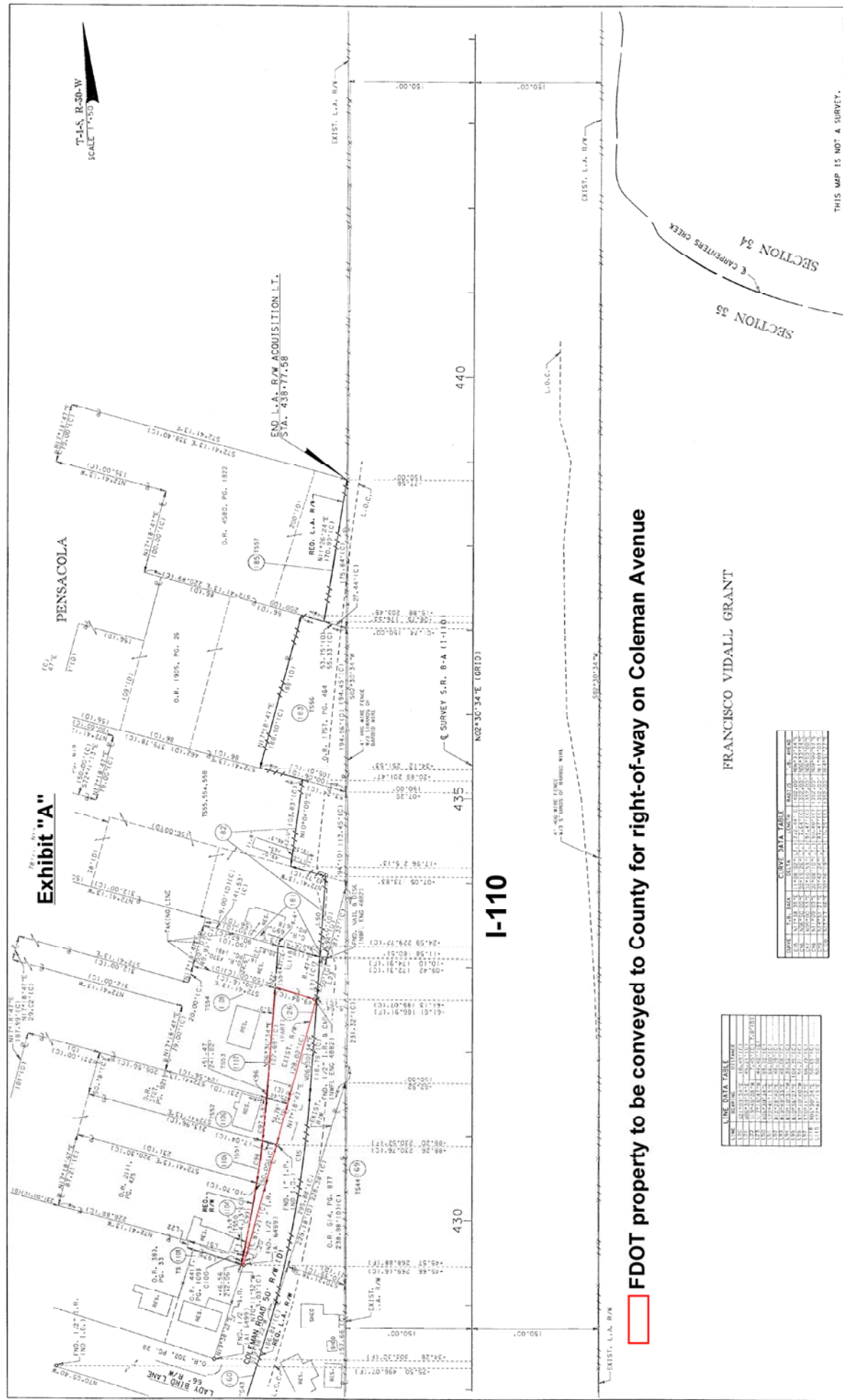
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. The forgoing recitals are true and correct and are incorporated herein by reference.

Section 2. Upon satisfactory completion of the requirements in Section 46-139, Escambia County Code of Ordinances, Escambia County accepts from FDOT the real property described on the road right-of-way map recorded in Map Book \_\_\_\_ at Page \_\_\_\_ of the public records of Escambia County, Florida.



T-1-S, R-30-W  
SCALE 1"=50'



**Exhibit "A"**

**FDOT property to be conveyed to County for right-of-way on Coleman Avenue**

**I-110**

FRANCISCO VIDALL GRANT

LINE DATA TABLE

LINE NO.	START STATION	END STATION	BEARING	DISTANCE
1	0+00	0+00		0.00
2	0+00	0+05	N 89° 59' 59" E	5.00
3	0+05	0+10	S 89° 59' 59" E	5.00
4	0+10	0+15	N 89° 59' 59" E	5.00
5	0+15	0+20	S 89° 59' 59" E	5.00
6	0+20	0+25	N 89° 59' 59" E	5.00
7	0+25	0+30	S 89° 59' 59" E	5.00
8	0+30	0+35	N 89° 59' 59" E	5.00
9	0+35	0+40	S 89° 59' 59" E	5.00
10	0+40	0+45	N 89° 59' 59" E	5.00
11	0+45	0+50	S 89° 59' 59" E	5.00
12	0+50	0+55	N 89° 59' 59" E	5.00
13	0+55	0+60	S 89° 59' 59" E	5.00
14	0+60	0+65	N 89° 59' 59" E	5.00
15	0+65	0+70	S 89° 59' 59" E	5.00
16	0+70	0+75	N 89° 59' 59" E	5.00
17	0+75	0+80	S 89° 59' 59" E	5.00
18	0+80	0+85	N 89° 59' 59" E	5.00
19	0+85	0+90	S 89° 59' 59" E	5.00
20	0+90	0+95	N 89° 59' 59" E	5.00
21	0+95	1+00	S 89° 59' 59" E	5.00

CURVE DATA TABLE

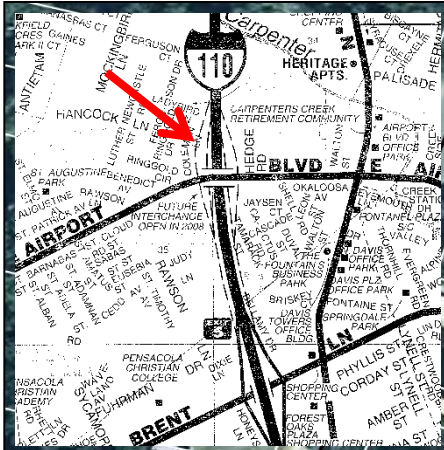
STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
0+00	N 89° 59' 59" E	5.00	89° 59' 59"	5.00
0+05	S 89° 59' 59" E	5.00	89° 59' 59"	5.00
0+10	N 89° 59' 59" E	5.00	89° 59' 59"	5.00
0+15	S 89° 59' 59" E	5.00	89° 59' 59"	5.00
0+20	N 89° 59' 59" E	5.00	89° 59' 59"	5.00
0+25	S 89° 59' 59" E	5.00	89° 59' 59"	5.00
0+30	N 89° 59' 59" E	5.00	89° 59' 59"	5.00
0+35	S 89° 59' 59" E	5.00	89° 59' 59"	5.00
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0+60	N 89° 59' 59" E	5.00	89° 59' 59"	5.00
0+65	S 89° 59' 59" E	5.00	89° 59' 59"	5.00
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0+80	N 89° 59' 59" E	5.00	89° 59' 59"	5.00
0+85	S 89° 59' 59" E	5.00	89° 59' 59"	5.00
0+90	N 89° 59' 59" E	5.00	89° 59' 59"	5.00
0+95	S 89° 59' 59" E	5.00	89° 59' 59"	5.00
1+00	N 89° 59' 59" E	5.00	89° 59' 59"	5.00

THIS MAP IS NOT A SURVEY.  
SEE SHEET 1 FOR LEGEND AND GENERAL NOTES.

PROJECT NO.	48270-2400	DATE	7-20-09
SECTION	SECTION 34	DISTRICT ENGINEER	FRANCISCO VIDALL
F.A.P. No.	N/A	CHECKED	FRANCISCO VIDALL
STATE ROAD No.	8-A(1-0)	DATE	7-20-09
ESCAMBIA COUNTY F.P. No.	2224631	SCALE	1"=50'
SHEET	8 OF 31		

S.F. 8-A(1-110) FROM S.R. 296 (BRENT LANE) TO AIRPORT BOULEVARD

# FDOT PROPERTY TRANSFER COLEMAN ROAD



VICINITY MAP



2009 AERIAL PHOTOS



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT  
JCC 02/24/11      DISTRICT 3



FDOT PROPERTY TO BE TRANSFERRED TO ESCAMBIA COUNTY



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

**Budget/Finance Consent Item #: 12.**

### **County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** Board Concurrence to Decline Acceptance of the 2010 SAFER Grant  
**From:** Mike Weaver  
**Organization:** Public Safety  
**CAO Approval:**

---

### **RECOMMENDATION:**

Recommendation Concerning Board Concurrence to Decline Acceptance of the 2010 Staffing for Adequate Fire And Emergency Response (SAFER) Grant - Michael D. Weaver, Public Safety Bureau Chief

That the Board concur with staff's decision to decline acceptance of the 2010 Staffing for Adequate Fire And Emergency Response (SAFER) Grant, EMW-2010-FH-00260.

The Application was submitted in anticipation of the need to staff a new station at Kingsfield and Highway 29, which was scheduled to begin construction in 2010 using LOST (Local Option Sales Tax) III funds. The construction of that station has not begun and is currently being reviewed to determine if another location might be more appropriate.

The Federal Emergency Management Agency (FEMA) has reviewed the Grant Application favorably for award; however, before proceeding, the Grants Management Specialist has asked if this Grant has been reviewed by the Board of County Commissioners (BCC) and whether or not the BCC is willing to accept the Grant if approved. Staff has reviewed the associated costs and the long-term financial impact if the Grant is accepted. In order to fund the firefighters through the third year, it would require an increase in the MSBU (Municipal Services Benefits Unit) rate of greater than \$5 per year.

### **BACKGROUND:**

In an effort to continue to seek alternative revenue enhancement opportunities, and improve service to the community, Escambia County Fire Rescue submitted an application for the 2010 Staffing for Adequate Fire And Emergency Response (SAFER) grant. This grant would fully fund the hiring of 12 full-time career firefighters for 2 years, \$574,674 in the first year and \$580,421 in the second year. Escambia County would bear full financial responsibility for funding beginning the third year and would be



obligated by the grant to continue doing so through the third year. This application was submitted in anticipation of the need to staff a new station at Kingsfield and Hwy 29, which was scheduled to begin construction in 2010 using LOST III funds. The construction of that station has not begun and is currently being reviewed to determine if another location might be more appropriate. FEMA has reviewed the grant application favorably for award; however, before proceeding, the Grants Management Specialist has asked if this grant has been reviewed by our governing body and if it is willing to accept the grant if approved. Staff has reviewed the associated costs and the long term financial impact if the grant is accepted. In order to fund the firefighters through the third year would require an increase in the MSBU rate of greater than \$5 per year. Given current financial circumstances, staff recommends that the grant award be declined.

**BUDGETARY IMPACT:**

There will be no budgetary impact if the Grant is declined. There will be an increase of at Least \$5 per year in the Residential Fire MSBU fee if the Grant is accepted in Fiscal Year 2013/2014.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

BCC Policy requires that all grants be approved by the Board.

**IMPLEMENTATION/COORDINATION:**

With the Board's concurrence, Fire Rescue Division staff will contact the Grant Management Specialist and decline the Grant.

---



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 13.**

**County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** Change Order to Vanasse Hangen Brustlin, Inc., on Contract PD 06-07.043 "Escambia County Sector Plan"  
**From:** T. Lloyd Kerr, AICP  
**Organization:** Development Services  
**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Change Order to Vanasse Hangen Brustlin, Inc., on Contract PD 06-07.043, "Escambia County Sector Plan" - T. Lloyd Kerr, AICP, Bureau Chief

That the Board approve and authorize the County Administrator to execute the following Change Order, which will transfer funds to develop the Detailed Specific Area Plan (DSAP) for the entire 15,000 (+/-) acres of the Sector Plan. Developing a plan on the entire area will incur additional costs as outlined in the task list. Contract PD 07-08.041 has been cancelled with the remaining funds to be transferred to Contract PD 06-07.043.

Bureau:	Development Services
Division:	Long Range Planning
Type:	Addition
Amount:	\$276,535.85
Vendor:	Vanasse Hangen Brustlin, Inc.
Project Name:	Escambia County Sector Plan
Contract:	PD 06-07.043
PO No.:	110951
CO No.:	1
Original Contract Amount:	\$526,010.00
Cumulative Amount of Change Orders through CO #1:	\$276,535.85
New Contract Total	\$802,545.85

[Funding Source: Fund 001, "General Fund", Account 250301/53101 "Long Range Planning"]

**BACKGROUND:**

On May 24, 2007, the Board approved awarding contract PD 06-07.043 to MSCW, Inc., for the Escambia County Sector Plan and for a model Detailed Specific Area Plan (DSAP). On January 20, 2011, the Sector Plan was adopted as part of the EAR Based Amendments to the Escambia County Comprehensive Plan. Initially, the DSAP was to encompass approximately 4-6,000 acres of land including a minimum of 1,000 acres of land owned by a private development group that had entered into a Memorandum Of Understanding with the County for payment reflecting their pro rata share of the cost. During the process, it was determined that is in the best interests of the County to develop a DSAP based on the entire area of the Sector Plan. The DSAP will now encompass the entire 15,000(+/-) acres. Developing a plan on the entire area will incur additional costs as outlined in the attached task list. Contract PD 07-08.041 has been cancelled with the remaining funds to be transferred to this contract.

**BUDGETARY IMPACT:**

Funds for this change order are available in Fund 001 "General Fund", Account 250301/53101 "Long Range Planning".

**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, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

---

**Attachments**

BCC 071007

BCC 010611

BCC 052407

Detailed Specific Area Plan Tasks List

**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**ITEMS ADDED TO THE AGENDA COMMISSIONER VALENTINO – Continued**

**2. Escambia County Sector Plan**

2027

Motion made by Commissioner Valentino, seconded by Commissioner Whitehead, and carried unanimously, taking the following action concerning PD 06-07.043, Escambia County Sector Plan (Funding: Fund 001, General Fund, Cost Center 240206):

- A. Amending the Board's action of May 24, 2007, concerning the 60/40 split, with Escambia County funding 100% of the Contract, per PD 06-07.043, Escambia County Sector Plan, to MSCW, Inc., in the amount of \$526,010;
- B. Amending the Board's action of May 24, 2007, further, by describing the \$526,010 as the "Base Plan"; and
- C. Authorizing staff to negotiate the "Detail Plan."

**ITEMS ADDED TO THE AGENDA COMMISSIONER D. M. "MIKE" WHITEHEAD**

**1. Board of Adjustment Appointment**

2029

Motion made by Commissioner Whitehead, seconded by Commissioner Robinson, and carried unanimously, confirming the appointment of Gerhard "Gary" Erling Skaar, as representative for District 1, to the Escambia County Board of Adjustment, effective September 1, 2007, replacing Marvin Kaiman, who resigned; this appointment will run concurrently with Commissioner Whitehead's term of office, or at his discretion.




2007-000919 BCC  
Jul. 19, 2007 Page 1

Add-on # II  
Comr. Valentino  
BCC: 07-19-2007

**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

A large, handwritten signature in black ink, possibly reading "John", is written over the BCC information.

**DEPARTMENT:** Office of Purchasing  
**FROM:** Claudia A. Simmons, Purchasing Chief   
**DATE:** July 19, 2007  
**ISSUE:** PD 06-07.043, Escambia County Sector Plan

**RECOMMENDATION:**

That the Board:

- A. Amend the Board's action of May 24, 2007 concerning the 60/40 split, with Escambia County funding 100% of the contract per PD 06-07.043, Escambia County Sector Plan to MSCW, Inc. in the amount of \$526,010.00; and
- B. Amend the Board's action of May 24, 2007 further by describing the \$526,010.00 as the Base Plan; and
- C. Authorize Staff to negotiate the Detail Plan.

Funding: Fund 001 General Fund, Cost Center 240206

**BACKGROUND:**

The legal advertisement for this "Request for Letters of Interest" (RLI) was advertised in the Pensacola News Journal on Sunday, March 25, 2007. On Tuesday, April 10, 2007, RLI's were received and opened from six firms.

County Staff continues to negotiate with the development group on the County's commitment concerning infrastructure, rights of way, zoning and funding.

County Staff will ask the development group to pay for the detailed sector plan. A 1000 acre detailed sector plan is in the consultant's scope of work.

**BUDGETARY IMPACT:**

Funds: Fund 001 General Fund, Cost Center 240206

BCC 07-19-2007  
RE: PD 06-07.043, Escambia County Sector Plan  
Date: July 19, 2007  
Page 2 of 2

**2007-000919 BCC**  
**Jul. 19, 2007 Page 2**

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract (Form G / Consulting Services (for stand-alone projects), prepared by Legal.

**PERSONNEL: NA**

**POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:**

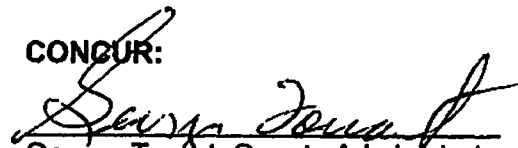
This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts and F.S. 287.055 "Consultants' Competitive Negotiation Act".

**IMPLEMENTATION REQUIREMENTS:**

Upon receipt of post award compliance documentation and contract signature the Office of Purchasing shall notify user departments.

**COORDINATION WITH OTHER AGENCIES/PERSONS: NA**

CONCUR:

  
George Touart, County Administrator

MINUTES OF THE REGULAR BCC MEETING – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued

7. Taking the following action concerning (*Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and MSCW, Inc., approved on May 24, 2007*) Contract PD 06-07.043, Escambia County Sector Plan (Funding: Fund 001, General Fund, Cost Center 240206):

A. Authorizing the assignment of Contract PD 06-07.043, Escambia County Sector Plan, originally awarded to MSCW, Inc., to Vanasse Hangen Brustlin, Inc., in accordance with the terms and conditions of the Contract; and

B. Authorizing the Chairman to sign the Assignment of Agreement.

8. Awarding an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.006, Cantonment Athletic Park Expansion, to Roads, Inc., of NWF, for a total amount of \$492,197.50 (Funding: Fund 352, [*Local Option Sales Tax*] LOST III, Cost Center 210802, Object Code 56301, Project No. 11PR0965).

9. Taking the following action to assist Pensacola Habitat for Humanity, Inc., in the purchase of real property at 13 Linda Street, Account Number 07-2955-000, Reference Number 35-2S-30-6000-009-004:

A. Authorizing release of two Municipal Services Benefit Unit Liens from 1998 and 1999, recorded in Official Records Book 4316, at Page 1650, and Official Records Book 4451, at Page 1275, respectively, in the total amount of \$516.60, and the 2010 Nuisance Abatement Lien, in the amount of \$258.59, recorded in Official Records Book 6557, at Page 1626, of the Public Records of Escambia County, Florida; and

B. Acknowledging that Habitat for Humanity, Inc., will pay for the resolution and recording fees related to these Liens and will receive approval from the County of the design for any structure to be constructed prior to the County's release of the Liens.

1/6/2011 CAB11-7

**ASSIGNMENT OF THE AGREEMENT (PD 06-07.043) BETWEEN  
ESCAMBIA COUNTY, FLORIDA AND MSCW, INC. TO VANASSE  
HANGEN BRUSTLIN, INC.**

**THIS ASSIGNMENT OF AGREEMENT WITH CONSENT ("Assignment") is made and entered into on the 6 day of January 2011, by and among Escambia County, Florida a political subdivision of the State of Florida with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County") and MSCW, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 225 East Robinson Street, Suite 300, Orlando, Florida 32801 (hereinafter referred to as the "Assignor MSCW"), and Vanasse Hangen Brustlin, Inc., a foreign for-profit corporation authorized to transact business in the State of Florida, whose address is 101 Walnut Street, Watertown, MA, 02471 (hereinafter referred to as the "Assignee VHB").**

**WITNESSETH:**

**WHEREAS, the County entered into a Contract (PD 06-07.043) with Assignor MSCW on May, 24, 2007; and**

**WHEREAS, Assignor MSCW merged with and is now a wholly owned subsidiary of Assignee VHB with all such operations being assumed by Assignee VHB; and**

**WHEREAS, Assignor MSCW now desires to assign all of its rights, duties and obligations under the Contract to Assignee VHB for such assignment; and**

**WHEREAS, Assignee VHB now desires to accept an assignment of Assignor MSCW's rights, duties and obligations under the Contract.**

Verified By: *d. macarthur*

Date: *1/10/11*



**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, County, Assignor MSCW, and Assignee VHB hereby agree as follows:

1. The Contract is hereby assigned to Assignee VHB, and Assignee VHB accepts such assignment, and the County and Assignor MSCW consent to such assignment, subject to the terms and conditions set forth in this Assignment. All rights, duties and obligations of Assignor MSCW under the Contract shall become the right, duties and obligations of Assignee VHB immediately upon this Assignment becoming effective.

2. County, Assignor MSCW and Assignee VHB agree to the assumption of the performance of the Contract by Assignee VHB, and to the release of Assignor MSCW from any further performance under the Contract.

3. The Contract and all terms and conditions therein shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects, as hereinabove amended. Any reference in the Contract or in any instrument, document or consideration executed or delivered pursuant to the Contract to "this Agreement", "hereof", "hereto", and "hereunder" and similar references thereto shall be deemed and construed to be a reference to the Contract, as amended by this Assignment.

4. This Assignment will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law. This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute but one and the same 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 its Chairman, duly authorized to execute same by Board action on 6 day of January, 2011, and MSCW, Inc., signing by and through its President, duly authorized to execute same, and Vanasse Hangen Brustlin, Inc., signing by and through its President, duly authorized to execute same.

**Date Executed**

1/10/2011

**COUNTY:**

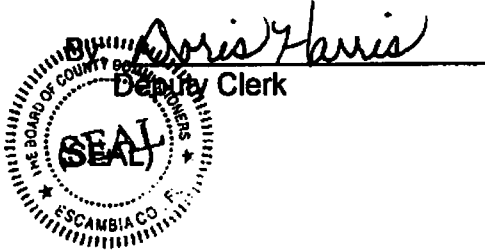
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Kevin W. White

Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

BCC APPROVED: 1/6/2011



This document approved as to form and legal sufficiency.

By: [Signature]

Title: ACA

Date: 11/23/10

**ASSIGNOR:**

MSCW, Inc., a Florida Corporation authorized to do business in the State of Florida.

By: [Signature]

Title: President

Date: 11/16/10

ATTEST: ~~Corporate Secretary~~

By: [Signature] CLERK  
Secretary

**ASSIGNEE:**

Vanasse Hangen Brustlin, Inc., a  
Massachusetts Corporation authorized to do  
business in the State of Florida.

ATTEST: ~~Corporate Secretary~~

By: *[Signature]*, CLERK  
Secretary

By: *[Signature]*

Title: PRESIDENT

Date: 11/16/10



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**ORGANIZATION:** Management and Budget Services Bureau  
**FROM:** Amy Lovoy, Bureau Chief  
**DATE:** January 5, 2011  
**ISSUE:** Contract Assignment for Escambia County Sector Plan

**RECOMMENDATION:**

That the Board take the following action concerning Contract PD 06-07.043, Escambia County Sector Plan:

- A. Authorize the assignment of Contract PD 06-07.043, Escambia County Sector Plan, originally awarded to MSCW, Inc., to Vanasse Vanasse Hangen Brustlin, Inc., in accordance with the terms and conditions of the contract; and
- B. Authorize the Chairman to sign the Assignment of Agreement.

[Funding: Fund 001, General Fund, Cost Center 240206]

**BACKGROUND:**

By Board action on May 9, 2007, the Board awarded a Contract to MSCW Inc. MSCW, Inc. merged with and is now a wholly owned subsidiary of Vanasse Vanasse Hangen Brustlin, Inc.

**BUDGETARY IMPACT:**

Funding: Fund 001 General Fund, Cost Center 240206

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney, Kristin D. Hual prepared the Assignment of the Agreement documents.

**PERSONNEL:** N/A

**POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:** N/A

**IMPLEMENTATION REQUIREMENTS:** N/A

**COORDINATION WITH OTHER AGENCIES/PERSONS:** N/A

BCC: 1-6-2011  
RE: Contract Assignment for Escambia County Sector Plan  
Date: January 5, 2011  
Page 2 of 2

**CONCUR:**

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Charles R. "Randy" Oliver, CPA, PE  
County Administrator

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

27. Approving a Contract per PD 06-07.043, Escambia County Sector Plan, to MSCW, Inc., in the amount of \$526,010 (Funding: Fund 001, General Fund, Cost Center 240206 [this will be a 60/40 split, with the 40% provided by a private sector group]).

1843

Item 27 above - see page 90 of the 7/19/2007, Minutes for amendment to this action.

28. Taking the following action concerning PD 05-06.041, Perdido Landfill – Landfill Engineering Services:

1843

- A. Awarding a Task-Order-based continuing Contract to Sigma Consulting Group, Inc., on a “Maximum Ceiling” basis fee schedule, as follows:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
- Maximum Multiplier – 301.66% (providing no single item above is exceeded)
- Existing hourly rates for each firm (based on an audited or auditable financial package)

- B. Authorizing the department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders according to Florida Statute 287.055, “Consultants’ Competitive Negotiation Act” (A&E Services), on a project-by-project basis.

29. Authorizing the County to piggyback off of the Orange County School’s Contract 02-03-11VH, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemption; and Section 46-64, Board Approval, and awarding a Purchase Order for two John Deere 6415 Tractors, with Diamond Boom Mower Assembly (boom mower is not on Contract) from John Deere Company, for the Road Department, in the total amount of \$140,514.48, with funds available from Fund 175 (Transportation Trust Fund), Cost Center 260102.

1843

Note: See amended action on page 90 of the 7/19/2007, Minutes.

**THE DOCUMENT WAS RECEIVED AND IS SHOWN ON PAGES 5-22. THE  
REQUEST FOR LETTERS OF INTEREST IS SHOWN ON PAGES 23-40.**

**THE FOLLOWING WAS NOT PROVIDED TO THE CLERK'S OFFICE:**

**CONTRACT WITH MSCW, INC.**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**DEPARTMENT:** Office of Purchasing  
**FROM:** Claudia A. Simmons, Purchasing Chief  
**DATE:** May 09, 2007  
**ISSUE:** PD 06-07.043, Escambia County Sector Plan

**RECOMMENDATION:**

That the Board approve a Contract per PD 06-07.043, Escambia County Sector Plan, to MSCW, Inc., in the amount of \$526,010. [Funding: Fund 001 General Fund, Cost Center 240206 (this will be a 60/40 split, with the 40% provided by a private sector group)]

**BACKGROUND:**

The legal advertisement for this "Request for Letters of Interest" (RLI) was advertised in the Pensacola News Journal on Sunday, March 25, 2007. On Tuesday, April 10, 2007, RLI's were received and opened from six firms.

**BUDGETARY IMPACT:**

Funds: Fund 001 General Fund, Cost Center 240206 (this will be a 60/40 split, with the 40% provided by a private sector group)

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract (Form G / Consulting Services (for stand-alone projects), prepared by Legal.

**PERSONNEL: NA**

**POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:**

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 and F.S. 287.055 "Consultants' Competitive Negotiation Act".

**IMPLEMENTATION REQUIREMENTS:**



BCC 05-24-2007  
RE: PD 06-07.043, Escambia County Sector Plan  
Date: May 09, 2007  
Page 2 of 2

Upon receipt of post award compliance documentation and contract signature the Office of Purchasing shall notify user departments.

COORDINATION WITH OTHER AGENCIES/PERSONS: NA

CONCUR.



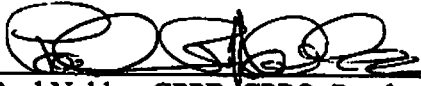
George Todart, County Administrator

WCT  
ACA



**INTER-OFFICE MEMORANDUM**

**TO:** Doris Harris, Deputy, Clerk's Office

**FROM:**   
Paul Nobles, CPPB, CPPO, Purchasing Supervisor

**DATE:** July 13, 2007

**RE:** **Awarded Contract Agreement Between Escambia County, Florida and MSCW, Inc., for the "Escambia County Sector Plan PD 06-07.043, Two (2) Solicitation Packages, that was awarded by BCC Thursday, May 24, 2007.**

Please find attached, the above referenced item(s) for your records. Please call 595-4918 if you need further assistance.

PRN: crs

Attachment

ERIN LEE MAGALLA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL.  
2007 JUL 13 P 3:13  
CLERK OF THE BOARD OF  
COUNTY COMMISSIONERS

**STANDARD PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
ESCAMBIA COUNTY**

**AND**

**MSCW, Inc.**

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ARTICLE 8	Consultants Responsibilities	8
ARTICLE 9	General Conditions	9

**AGREEMENT**

THIS AGREEMENT is made and entered into this 24th day of May 23, 2007, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and MSCW, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 4750 New Broad Street, Orlando, Florida 32814, and whose Federal tax identification number is 591762052 hereinafter referred to as the "Consultant").

**ARTICLE I**  
**DEFINITIONS AND IDENTIFICATIONS**

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

- 1.1 **BOARD OF COUNTY COMMISSIONERS:** The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.
- 1.2 **CONSULTANT: MSCW Inc.** is the Consultant selected to perform professional services pursuant to this Agreement.
- 1.3 **CONTRACT ADMINISTRATOR:** Whenever the term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 **CONTRACT SERVICES:** The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.
- 1.5 **COUNTY:** Escambia County is a body corporate and politic and a political subdivision of the State of Florida.
- 1.6 **LUMP SUM COMPENSATION:** Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.
- 1.7 **NOTICE TO PROCEED:** A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.
- 1.8 **PROJECT:** It is the intent of this Agreement that the Consultant provide to the County certain professional services for Escambia County Sector Plan, Specification# PD06-07.043.

**ARTICLE 2**  
**PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 06-07 & 07-08 in the amount of Five Hundred Twenty-Six Thousand, Ten Dollars and no cents (\$526,010.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

**ARTICLE 3**  
**SCOPE OF WORK**

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 06-07-043, Escambia County Sector Plan, and as represented in the Consultant's Letter of Interest response to, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.


(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or deficiency in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

**ARTICLE 4**  
**TIME FOR PERFORMANCE**

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant. 

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

**ARTICLE 5**  
**COMPENSATION AND METHOD OF BILLING AND PAYMENT**

5.1 **COMPENSATION:** The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Five Hundred Twenty-Six Thousand Ten Dollars and no cents (\$526,010.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 **DIRECT EXPENSES:** Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, excluding those noted in Exhibit "C". they shall include, but not be limited to, the following:

- (a) Transportation expenses in connection with the Project.
- (b) Living expenses in connection with travel and any other travel expenses.
- (c) Long distance communications and other miscellaneous budget expenses.
- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 **METHOD OF BILLING AND PAYMENT:**

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within thirty (30) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

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

5.5 **NOTICES:**

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.



- (c) Payments and Notices to the Consultant shall be made to:

MSCW Inc.  
4750 New Broad Street  
Orlando, FL 32814

- (d) Invoices to the County shall be sent to:

Finance Department  
Clerk of Courts  
221 Palafox Place, Suite 140  
Pensacola, Florida 32502-5843

- Notices to the County shall be sent to:

Eva Peterson, Planner II  
1190 W. Leonard Street, Suite 3  
Pensacola, Florida 32502

**ARTICLE 6**  
**ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK**

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

**ARTICLE 7**  
**COUNTY'S RESPONSIBILITIES**

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

**ARTICLE 8**  
**CONSULTANT'S RESPONSIBILITIES**

**8.1 QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

**8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

**ARTICLE 9**  
**GENERAL PROVISIONS**

**9.1 OWNERSHIP OF DOCUMENTS:**

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant 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, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

9.4 **NO CONTINGENT FEES:** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 **SUBCONTRACTORS:** The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

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

9.7 **HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:**

(a) **HOLD HARMLESS:** The Consultant agrees to hold harmless, indemnify, and defend County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Consultant's negligent performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable.

(b) **INDEMNIFICATION:** The Consultant and the County agree that pursuant to Section 725.06, Florida Statutes, as amended, the first one hundred (\$100) of this Agreement's compensation paid by the County to the Consultant shall be given as separate consideration for this indemnification, and any other indemnification of the County by the Consultant provided for within this contract document, the sufficiency of such separate consideration being acknowledged by the Consultant's acceptance and execution of the Agreement. The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Consultant agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

- (a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.
- (b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

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

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

9.11 **TRUTH-IN-NEGOTIATION CERTIFICATE:** The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

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

9.13 **GRATUITIES:** Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 **CONFLICT OF INTEREST:** The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

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

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

9.17 **INTERPRETATION:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the 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 the Consultant 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 the Agreement, the Consultant shall immediately notify the County and request clarification of the County's 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 of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.21 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.22 NO WAIVER: The failure of the Consultant or the County 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 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 its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and MSCW Inc., signing by and through its President, duly authorized to execute same.

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

WITNESS:

*Rhonda Davis*  
Witness

*Cheryl Lewis*  
Witness

By: *George Touart*  
George Touart, County Administrator

Date: 7/6/07

BCC Approved **May 24,** 2007

CONSULTANT:

\_\_\_\_\_, a \_\_\_\_\_ Corporation authorized to do business in the State of Florida.

By: *James A. Selten*  
James A. Selten, M.S.P., Executive Vice President

Date: 6/18/07

ATTEST: Corporate Secretary

By: *[Signature]*  
Secretary



**Sector Plan**

**EXHIBIT "A"**

**Overview**

Escambia County is located in the most northwestern section of Florida. It has approximately 310,000 residents. Escambia County includes two incorporated areas, the City of Pensacola with approximately 55,000 residents and the Town of Century with approximately 1,755 residents. The projected growth rate is approximately four percent every five years. From 2004 to 2006, Escambia County's number of approved dwelling units increased by 40 percent, with a majority of the units being condominiums and single-family detached. The County's median age has remained, and is expected to remain, below 40 years of age. There are various areas recently seeing growth, which do not necessarily indicate any specific development patterns or trends. Although, it is predicted that growth will continue in the north central region.

As conceived, Escambia County has defined a geographic boundary of nearly 16,000 acres, proposed for an Optional Sector Plan under the Florida Statute 163.3245. It is bordered by the Perdido River on the west, Highway 29 on the east, Highway 196 on the north and Interstate 10 along the south. It is the County's intent to hire a consultant to assist in the agreements, analysis, meetings and adoption stages of the Sector Plan. This will be the first Sector Plan in Escambia County.

Of the 16,000 acres overall, the Sector Plan has approximately 6,000 acres of interest by a group of developers willing to work closely with the County through the process. The area outlined for the Sector Plan is in a transition from rural to suburban land use. Escambia County also has a large percentage of wetlands. This proposed area is twenty-five percent wetlands and borders the Perdido River. The area also encompasses the County's landfill. These issues will require sensitivity when designing the district overlay. The Plan should ensure advance planning for infrastructure including the Beltway and the relocation of the Main Street sewer plant in the Cantonment area. The transportation network improvements will provide an arterial roadway bisecting the whole plan area and is identified in the long-range transportation needs plan. The Emerald Coast Utilities Authority is in the planning process for the relocation and the associated distribution network.

The Central Escambia County Area Study (Phase 2) is underway with deliverables expected Fall 2007. The Study will address conflicting future land use and zoning designations with recommended changes as well as collapsing the numerous zoning districts and future land use categories. The County recently conducted Visioning Workshops and it would be beneficial to consider the results of those workshops when designing the Sector Plan District Overlay. The Visioning work was completed as part of the County's 2007 Evaluation & Appraisal Report.

- In addition to the Visioning, there has been initial data and analysis started by local consultants to assist with planning issues in the Sector Plan. County staff has also begun analysis and mapping of the project area. The County has provided a detailed scope of work and would ask the consultant assist the County in complying with the rules set forth in Florida Statute 163.3245 and maintaining consistency with the Escambia County Comprehensive Plan.

**Scope of Work**

**Project Scope**

- Prepare a Public Involvement Plan – hold initial public meetings

- Prepare and present at the Scoping Meeting
- Prepare and conduct introductory meetings with the Planning Board, Board of County Commissioners and Project Technical Team - Introductory meetings to include scope, schedule, and a Public Involvement Plan
- Prepare and present updates at joint meetings for the Boards, depending on the length of the process
- Prepare and present the final report at a joint meeting for the Boards
- At a minimum monthly meetings with the project manager and/or Project Technical Team (status reports, conference calls)
- Draft the agreement between the County and the State
- Prepare final project scope and timeline
- Prepare all necessary Comprehensive Plan Amendments with Data and analysis to support the Sector Plan

#### Planning Scope

- Prepare the new proposed conceptual Future Land Use Element for the Sector Plan area
  - Help identify key constraints
  - Help identify existing development trends – including problems or opportunities
  - Help identify the Sector Plan consistency with the Comp Plan and State Comp Plan
- 10-year buildout scenario phased for zoning and future land use changes
- Create a Sector Plan District Overlay (conceptual long-term buildout scenario)
- Create design guidelines for the Overlay – principles and guidelines addressing urban form
- Designate acreage for land use based on expected need – at a minimum, urban, agricultural, rural and conservation land uses
- Develop a framework for public services – related to civic uses (i.e. community centers), public safety, schools, solid waste, parks, water and sewer
- Identify regionally significant natural resources
- Identify regionally significant public facilities – including an analysis of the impacts on the school system, level of need for school services and the levels of area services like police and fire
- Create a model Detailed Specific Area Plan (following the criteria outlined in the statutes)
- Create guidelines for intergovernmental coordination to address extrajurisdictional impacts

#### Traffic planning issues:

- Address transportation and circulation issues
- Define proposed major roadway corridors
- Consider and address public transit
- Review the TAZ areas
- Create an overlay transportation plan circulation system
- Review and analyze programmed and proposed roadway capacity improvements
- Address best practices for access management throughout the sector
- Develop a plan for bicycle and pedestrian circulation

#### Additional:

- Create a schedule of proposed infrastructure improvements necessary to support the phased changes to the zoning and future land use

- Create a conceptual plan for hurricane shelters and review the Sector Plan impact on hurricane evacuation times

**Data Scope**

- Data will need to be compatible with the County GIS software (ArcGIS)
- Review and analyze the outside reports from local agencies, consultants and county staff (reports will require special technical expertise in wetlands, natural resources, traffic and stormwater)
- Create a technical report of data and analysis for the above referenced issues and associated comprehensive plan amendments

**Implementation Scope**

- Create an educational component for County staff, developers, and consultants to understand how the Sector Plan process will be implemented
- Create an educational/technical manual for design guidelines
- Establish reporting guidelines for development monitoring and mechanisms for reporting
- Draft a standard development agreement to support the infrastructure and development patterns
- Provide a model annual status report

Provide assistance throughout the Department of Community Affairs process and provide a technical manual for implementation

Essex County  
 Department of  
 Planning & Development  
 70-06-07-003  
 BASIS FOR COMPENSATION  
 MSOW No. 07-0117  
 May 4, 2007

EXHIBIT "C"

TASK DESCRIPTION	Senior Principal	Team Leader	Design Team Resource Leader	Team Resource Leader	Senior Economist	Economist	Senior Transportation Planner	Senior Planner	Community Planner	Community Designer	Graphic Designer	Project Engineer	GIS Technician	Expendable Assistant	Total MSOW Costs
	225.00 per hour	165.00 per hour	125.00 per hour	165.00 per hour	165.00 per hour	65.00 per hour	315.00 per hour	120.00 per hour	95.00 per hour	95.00 per hour	80.00 per hour	65.00 per hour	70.00 per hour	60.00 per hour	
I. Public Improvement Plan & Presentations	60	70	0	6	0	0	0	40	0	0	32	0	0	6	
a. Sector Study	32	80	0	10	60	60	80	70	40	0	0	0	140	15	
aa. Transportation Analysis Channels	32	50	0	15	32	24	24	60	40	100	32	8	40	15	
b. Long Term Student Query Assessment Analysis Channels	50	60	0	10	32	10	60	40	40	120	32	0	40	40	
V. Preparation of Recommended Sector Plan & 20 yr projection	40	60	24	10	40	0	40	40	40	45	100	0	0	24	
VI. Model SAP Costs and Performance Standards	60	90	60	10	40	0	40	60	60	60	120	0	0	40	
Total MSOW Salary Costs	\$25,450	\$21,120	\$11,000	\$18,290	\$31,000	\$10,200	\$45,140	\$39,000	\$20,000	\$35,000	\$24,280	\$2,250	\$15,400	\$4,640	\$408,010

ESTIMATED REIMBURSABLE DIRECT EXPENSES  
 Aerial Photography, data, meeting supplies, travel  
 Printing, Exhibit Mounting, BAW Capital, Color Copier, FIDEX  
 TOTAL ESTIMATED REIMBURSABLE DIRECT EXPENSES \$32,000

SUBCONSULTANTS	Amount
WETLAND SCIENCES, INC.	\$81,000
TRAFER PLANNING AND DESIGN, INC.	\$29,000
TOTAL SUBCONSULTANT COST	\$385,000
MSOW Fees (Including Retainable Direct Expenses)	\$442,010
Subconsultant Fees	\$60,000
TOTAL COST	\$482,010.00

## Detailed Specific Area Plan Tasks List

<b>Task</b>	<b>Cost</b>
DSAP Boundary Determination Analysis	\$20,000
Conceptual DSAP	\$70,000
Preliminary DSAP	\$100,000
Final DSAP and Report	\$35,000
<b>Total</b>	<b>\$225,000</b>



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance Consent Item #: 14.**

**County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** Loan to BRACE, LLC for Heritage Oaks Mobile Home Park  
Redevelopment Project  
**From:** Keith Wilkins, REP  
**Organization:** Comm & Env Neigh Redevelopment  
**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Loan to BRACE, LLC, for Heritage Oaks Mobile Home Park Redevelopment Project - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board take the following action concerning approval of a \$300,000 loan to BRACE, LLC, (BRACE) as required to complete the Heritage Oaks Mobile Home Park Redevelopment Project:

- A. Approve a \$300,000 loan to BRACE, financed from Escambia Affordable Housing Fund 124 and secured by a mortgage on the property and improvements known as Heritage Oaks Mobile Home Park, located at 1523 Gulf Beach Highway (Property Reference #35-2S-31-1000-004-149); and
- B. Approve an Assignment of Construction Documents, Contracts, Rights, and Intangibles and a Construction Loan Agreement governing the disbursement of the loan funds to BRACE;
- C. Authorize the County Attorney's Office to direct the closing on the loan; and
- D. Authorize the Chairman to execute all documents as required to culminate this transaction.

[Funding: Fund 124/Affordable Housing, Cost Center 220406]

**BACKGROUND:**

BRACE was awarded Escambia County NSP funds in 2009 to support the acquisition and redevelopment of the foreclosed Heritage Oaks Mobile Home Park located on Gulf Beach Highway in Warrington for the purpose of preserving the affordable workforce housing which would have been lost to the market without BRACE's intervention (see Exhibit I). At that time, the project pro-forma included a combination of NSP funds and private loan funds to accomplish the much-needed infrastructure improvements, security enhancements, and replacement of at least 30 dilapidated mobile homes in the foreclosed mobile home park. Though BRACE had secured a conditional loan commitment from a local lender for the private loan funds at the outset of this project, events surrounding the mortgage industry have rendered efforts to secure this financing fruitless. BRACE has attempted to secure a \$300,000 first mortgage loan from numerous local lenders without success largely due to: (1) very conservative lending conditions in the market; (2) BRACE's inability to provide 18-24 months of documented rent (cash flow) history for Heritage Oaks (Note: Since late 2009, BRACE has been committed to acquisition and redevelopment of the Park); and (3) the past foreclosure history of the Heritage Oaks property.

Given these roadblocks, BRACE has approached the County seeking a direct first mortgage loan of \$300,000 from Affordable Housing funds to finance the redevelopment in keeping with the original plans. These funds will enable BRACE to complete the ongoing redevelopment of Heritage Oaks Mobile Home Park to the level envisioned by the County and the BRACE Board of Directors, to protect and enhance the County's existing NSP mortgage, and to ensure the viability of the project for the long term. The \$300,000 loan will be a 15 year amortizing loan, with interest only payments for the initial 24 months. Principal and interest payments will begin at month 25 and continue until the loan is fully repaid to the County (Fund 124) by BRACE. The loan will be secured by a first mortgage, note, and use restrictions on the Heritage Oaks property and improvements (see Exhibit II).

When complete, Heritage Oaks will provide a minimum of 50 improved mobile home pads with HUD/DCA code compliant mobile homes on each site. Of this total, a minimum of 31 shall be affordable to families with incomes below 50% of area median income and 7 shall be affordable to families with incomes below 80% of area median income. The remaining 12 mobile homes may be sold to income eligible buyers with incomes below 120% of area median who will lease a pad at the site.

#### **BUDGETARY IMPACT:**

The loan will be financed from Fund 124, Cost Center 220406. No County general funds are required. Repayments will be deposited into the Fund 124 revenue code. Fund 124 can only be utilized for affordable housing and community development programs.

BRACE will be responsible for all closing costs related to the mortgage and Subordination Agreement, including recording, legal, and related fees.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The mortgage, note, deed restriction, and Construction Loan Agreement were prepared with outside legal support as approved by the County Legal Department. BRACE has also reviewed the documents.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Affordable housing loans and Subordination Agreements must be authorized by the Board.

**IMPLEMENTATION/COORDINATION:**

The loan closing will be coordinated with the County Attorney's Office. BRACE will be responsible for all closing costs. Subsequent loan oversight will be provided by Neighborhood Enterprise Foundation, Inc. (NEFI) and the Clerk's Finance Division. BRACE has a copy of this recommendation and is aware of the approval schedules and related procedures.

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**Attachments**

Attachment 1

Attachment II



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued1-25. Approval of Various Consent Agenda Items – Continued

18. Taking the following action concerning the Neighborhood Stabilization Program (NSP) Agreement with Community Organizations Active in Disaster, Inc. (a/k/a BRACE, LLC), hereinafter referred to as "BRACE" (Funding: Fund 129/NSP, Cost Center 220502):
- A. Approving a *Non-Profit Development Agreement* with BRACE, subject to Legal sign-off, committing a maximum of \$900,000 in approved NSP funds to finance: (1) costs associated with negotiation, acquisition, and closing on the purchase of the foreclosed property known as Heritage Oaks Mobile Home Park, located at 1523 Gulf Beach Highway (Property Reference Number 35-2S-31-1000-004-149), to bring the property under the control of the non-profit developer; (2) clearance of blighting conditions (including deteriorated and abandoned mobile homes); (3) general property, utility, and infrastructure improvements; and (4) securing, transporting, and properly installing code-compliant, replacement manufactured housing units to avoid displacement of current residents and to preserve or provide at least 50 workforce housing sites for long-term occupancy by eligible low, moderate, and middle income families; and
  - B. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents required to implement the project.
19. Taking the following action concerning the Hurricane Housing Recovery Program (HHRP) Rental Development Agreement (Funding: Fund 120/HHRP, Cost Center 220426; Fund 147/HOME, Cost Center 220501):
- A. Formally terminating the \$167,297 HHRP Rental Development Loan Agreement with Brittney Developers, Inc., for the Myrtle Grove Elderly Apartments, as approved by the Board on June 15, 2006, based upon the default of the developer and pending foreclosure action against the developer regarding the property located at 1426 61st Avenue, Pensacola, Florida (Property Reference Number 352S303100001003, Property Account Number 07268000);

(Continued on Page 42)

**PROMISSORY NOTE  
(HERITAGE OAKS/Escambia Fund 124)**

\$300,000.00

\_\_\_\_\_, 2011

FOR VALUE RECEIVED the undersigned, **BRACE LLC**, a Florida limited liability company ("**Borrower**"), whose address is 1301 West Government Street, Pensacola, Florida 32501, and its successors and assigns, promises to pay to the order of **ESCAMBIA COUNTY**, a political subdivision of the State of Florida ("**Lender**"), whose address is 223 Palafox Place, Pensacola, Florida 32502, or such other place as the Lender may from time to time designate in writing, together with any other holder hereof, the principal sum of **THREE HUNDRED THOUSAND DOLLARS AND NO/100 DOLLARS (\$300,000.00)**, financed from Escambia County Fund 124 Reserves pursuant to requirements for utilization of such funds for the furtherance of affordable housing and community development activities in Escambia County, or so much thereof as has been disbursed by the Lender under the terms of that certain **Heritage Oaks Mobile Home Park (Fund 124 Loan)** (Construction Loan Agreement) executed in connection with this Note, plus accrued interest, to be paid in lawful money of the United States of America, as follows:

Consecutive monthly interest only payments shall be made on the full principal balance of \$300,000.00 and shall be due on or before the first day of each month and shall commence on the earlier of the following: (a) on **June 1, 2011** or (b) within 90 days from the date of this Note, and said interest only payments shall continue consecutively for twenty three (23) months thereafter. Beginning on **June 1, 2013** and ending one hundred fifty five (155) months thereafter (the Maturity Date), consecutive monthly payments of principal and interest, in the amount of \$2,324.76, with a final payment of \$2,325.36 due on or before May 1, 2024. This note shall bear interest at the rate of 3.0% per annum.

All payments of principal and interest on this Loan shall be paid in lawful money of the United States of America to: **Escambia County (for deposit in Fund 124)** and shall be submitted to: **Escambia County Clerk of the Circuit Court, Finance Division, 221 Palafox Place, Pensacola, Florida 32502.**

The total principal sum as set forth above shall be due and payable upon the default of any terms or obligations pursuant to the mortgage. Following prior written approval by the Lender, the total principal sum as set forth above shall be due and payable upon the sale, conveyance, transfer or assignment of any interest in the property referred to in the mortgage securing this note, or the failure of the Borrower to comply with the rental rates, occupancy restrictions and conditions cited in Section 2.2(b) of the accompanying mortgage.

The outstanding principal balance of the Loan and all other obligations of the Borrower shall become due and payable in full upon the occurrence of an Event of Default as provided in this Note, any mortgage securing repayment of this Note, or the Loan Agreement between the Borrower and

the Lender executed in connection with this Note (the Loan Documents), and the continuance of such Event of Default beyond any applicable grace or cure period.

After acceleration on an Event of Default, this Note shall bear interest at the Default Interest Rate until paid in full. The Default Interest Rate, and in the event no specific maximum rate is applicable, the Maximum Rate shall be eighteen percent (18%) per annum. Any payment hereunder not paid when due (upon acceleration or otherwise), taking into account applicable grace or cure periods shall bear interest at the Default Interest Rate from the due date until paid.

This Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid interest, costs of collection, compliance monitoring fees, servicing fees, and late charges, if any, and then to the principal balance. This Note has been executed and delivered in, and is to be governed by and construed under the laws of the State of Florida, except as modified by the laws and regulations of the United States of America.

Borrower shall have no right to assign its obligations under this Note without the prior written consent of the Lender.

Time is of the essence. In the event that this Note is collected by law or through attorneys at law, or under advice therefrom, the Borrower agrees to pay all costs of collection, including reasonable attorneys' fees, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors' proceedings or otherwise.

Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words to similar effect shall not affect the duty of the Borrower to pay all obligations due hereunder, and shall not affect the right of the Lender to pursue any or all remedies against Borrower.

The remedies of the Lender shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of the Lender, and may be exercised as often as occasion therefore shall arise. No action or omission of the Lender, including any failure to exercise or forbearance in the exercise of any remedy, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by the Lender and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent event.

Any notice to be given or to be served upon any party hereto in connection with this Note, whether required or otherwise, may be given in any manner permitted under the Loan Agreement.

Whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural, and the plural number includes the singular.

The occurrence of the following by any Borrower or endorser of this Note shall constitute an Event of Default: (a) failing to pay when due any of the payments under this Note, (b) failing in the performance of any other obligation under this Note, any mortgage securing this Note, or the Loan

Agreement, that is not cured within the time provided thereof, (c) insolvency or the commission of any act of insolvency; (d) making a general assignment for the benefit of creditors; (e) filing a petition or the commencement of any proceeding by or against any Borrower or endorser for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, that is not dismissed within ninety (90) days; (f) suspending the transaction of the usual business of any Borrower or endorser; or (g) making or having made false representation or warranty in connection with this Note and the Loan Documents or any other loans.

Borrower hereby (a) expressly waives any valuation and appraisal, presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest, all other forms of notice whatsoever, and diligence in collection; (b) consents that Lender may, from time to time and without notice to any of them on demand, (i) extend, rearrange, renew or postpone any or all payments, (ii) release, exchange, add to or substitute all or any part of the collateral for this Note, and/or (iii) release Borrower (or any co-Borrower) or any other person liable for payment hereof, without in any way modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; and (c) agrees that Lender, in order to enforce payment of this Note against any of them, shall not be required first to institute any suit or to exhaust any of its remedies against Borrower (or any co-Borrower) or against any other person liable for payment hereof or to attempt to realize on any collateral for this Note.

BY EXECUTING THIS NOTE, BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHTS OR THE RIGHTS OF ITS HEIRS, ASSIGNS, SUCCESSORS OR PERSONAL REPRESENTATIVES TO A TRIAL BY JURY, IF ANY, IN ANY ACTION, PROCEEDING OR SUIT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSSCLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS NOTE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT TO BE EXECUTED IN CONNECTION HEREWITH OR WITH THE INDEBTEDNESS OR THE RENEWAL, MODIFICATION OR EXTENSION OF ANY OF THE FOREGOING OR ANY FUTURE ADVANCE THEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S EXTENDING CREDIT TO BORROWER AND NO WAIVER OR LIMITATION OF LENDER'S RIGHTS HEREUNDER SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON LENDER'S BEHALF.

Borrower acknowledges that the above paragraph has been expressly bargained for by the Lender as part of the transaction with Borrower and that, but for Borrower's agreement thereto, the Lender would not have extended the indebtedness for the terms and at the interest rates provided.

The further encumbrance of the property by this Note is contemplated by the parties. Accordingly, the further encumbrance of the said property shall in no way be deemed an event of default under this Note or the mortgage which secures this Note.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Borrower has executed this Note on the day and year first above written.

**BORROWER:**

**BRACE LLC**, a Florida limited liability company

By its sole member:

**COMMUNITY ORGANIZATIONS ACTIVE IN DISASTER, INC.**, a Florida not for profit corporation

By: \_\_\_\_\_  
Dave Cobb, Chairman of the Board of Directors

**Escambia County Legal Department Approval:**

This document approved as to form and legal sufficiency.

By Schulz  
Title Asst. County Attorney  
Date March 9, 2011

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING TO BE  
RETURNED TO:

ABOVE SPACE RESERVED FOR  
RECORDING PURPOSES ONLY

**MORTGAGE AND SECURITY AGREEMENT**  
**(HERITAGE OAKS/Escambia Fund 124)**

This **MORTGAGE AND SECURITY AGREEMENT** (the "Mortgage"), is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by **BRACE LLC**, a Florida limited liability company (Mortgagor), in favor of **ESCAMBIA COUNTY**, a political subdivision of the State of Florida (Mortgagee) (which term as used in every instance shall include the Mortgagee's successors and assigns).

WITNESSETH:

For good and valuable consideration, and also in consideration of the aggregate sum of money described in that certain Promissory Note (Note) dated even date herewith, from the Mortgagor to the order of the Mortgagee in the aggregate principal amount **THREE HUNDRED THOUSAND DOLLARS AND NO/100 DOLLARS (\$300,000.00)**, the terms of which are incorporated into and made a part hereof, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee, in fee simple a lien upon and security interest in that certain real property (Property) located in Escambia County, Florida, which is described in Exhibit "A" attached hereto and made a part hereof, which Property is commonly known as **HERITAGE OAKS MOBILE HOME PARK**. Hereinafter said real estate, buildings, improvements (including improvements to be made hereafter), and fixtures herein below described and located on said real estate are sometimes collectively referred to as the Premises.

TOGETHER with a lien on all of Mortgagor's gas and electrical fixtures, heaters, space heaters, engines and machinery, ranges, bathtubs, sinks, water closets, basins, pipes, faucets and other air conditioning, plumbing and heating fixtures, drapes, mirrors, mantles, refrigerating plants, dishwashers and appurtenances, and all building material and equipment now or hereafter delivered to the Premises and intended to be installed therein; such other goods, furnishings, equipment now or hereafter delivered to the Premises and intended to be installed therein; such other furniture, fixtures, goods, equipment, chattels and personal property (including but not limited to machinery, equipment, utilities, fire detection and prevention systems, security and access control systems, appliances, light fixtures, awnings, pictures, screens, blinds, shelves, curtains and rods, mirrors, cabinets, paneling,

rugs, floor and wall coverings, fences, trees and plants, swimming pools and exercise equipment) as are usually furnished by landlords in the letting of all or any portion of the Premises of the character currently owned by Mortgagor (or as hereafter improved) and all renewals or replacements thereof or articles in substitution thereof and all of the estate, right, title and interest of the Mortgagor in and to all property of any nature whatsoever, now or hereafter situated on the Premises or intended to be used in connection with the operation thereof, all of which shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and secured by this Mortgage.

TOGETHER with a lien on Mortgagor's interest in all and singular the rights, interests and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises herein above mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor including but not limited to all of Mortgagor's sewer capacity rights, and Mortgagor's rights under contracts, permits, licenses and all other documents and payments affecting the Premises, and all rents, profits, issues and revenues of the Premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving only the right to the Mortgagor to collect the same so long as the Mortgagor is not in default hereunder and so long as the same are not subjected to garnishment, levy, attachment or lien other than the Permitted Encumbrances defined herein. In addition, the Mortgagor hereby assigns, transfers and conveys to Mortgagee, its successors and assigns, all of the Mortgagor's right, title and interest in, to and under all leases now or hereafter leasing or affecting the Premises or any part hereof.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behalf of the Mortgagee, its successors and assigns in fee simple forever, and the Mortgagor covenants that the Mortgagor is lawfully seized and possessed of the Premises in fee simple and has good right to convey the same, that the same are unencumbered excepting taxes accruing subsequent to **2011**, and those exceptions set forth in Exhibit "B" attached hereto and incorporated herein by this reference (the "Permitted Encumbrances") and specifically approved by Mortgagee, and that the Mortgagor will warrant and defend the title thereto against the claims of all persons whomsoever, except as hereinafter expressly provided.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee all sums required under the terms of the Note and shall comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of Loan Documents (as such term is defined herein), then in such event this Mortgage and the estate hereby created shall cease and be null and void.

The Mortgagor covenants with the Mortgagee as follows:

## ARTICLE I

1.1 Payment of Indebtedness. The Mortgagor will pay the Note according to the tenor thereof and all other sums secured hereby promptly as the same shall become due.

1.2 Taxes, Liens and Other Charges. The Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage. To further secure the payment of the taxes and assessments hereinabove referred to and the premiums for the insurance hereinafter referred to, Mortgagor will deposit the annual taxes, assessments and insurance premiums into an escrow account. If said deposits are insufficient to pay the taxes and assessments and insurance premiums in full as the same become payable, the Mortgagor will deposit such additional sum or sums as may be required in order to pay such taxes and assessments and insurance premiums in full. Mortgagor shall certify annually to Mortgagee the amount of funds on deposit in the escrow account.

1.3 Insurance. The Mortgagor will keep all improvements now existing or hereafter erected on the Property insured against loss or damage by fire, hazards included within the term "extended coverage" and such other perils, including windstorm and flood insurance, if applicable, as may be required by Mortgagee and in such amounts and for such periods as the Mortgagee may require, in Mortgagee's reasonable discretion. Notwithstanding the foregoing, Mortgagor, with Mortgagee's written concern, which consent shall not be unreasonably withheld, shall have the right to "self insure" losses due to hazards when the structures to be insured have limited or negligible value, where the costs of insurance for such structures is not financially feasible and where the Mortgagor has demonstrated to the Mortgagee that the mortgagor has sufficient reserves to withstand and pay for any such losses.

The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to approval by the Mortgagee; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to the Mortgagee and shall include a standard mortgagee clause, making all loss or losses under such policy or policies payable to the Mortgagee as its interest may appear, in a form acceptable to the Mortgagee. The Mortgagee shall have the right to hold the policies and renewals thereof.

In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and to the Mortgagee. The Mortgagee may make proof of loss if not made promptly by the Mortgagor.

If the Property is abandoned by the Mortgagor, or if the Mortgagor fails to respond to the Mortgagee within thirty (30) days from the date notice is mailed by the Mortgagee to the Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, the Mortgagee is authorized to collect and apply the insurance proceeds at the Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.



#### 1.4 Care of Premises.

(a) The Mortgagor will keep the improvements now or hereafter erected on the Premises in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof.

(b) The Mortgagor will not remove or demolish nor alter the design or structural character of any building (now or hereafter erected), fixture or chattel which are part of the security or other part of the Premises without the prior written consent of the Mortgagee, except in the ordinary course of business.

(c) If the Premises or any part thereof is materially damaged by fire or any other cause, the Mortgagor will give immediate (in no event later than 48 hours) written notice of the same to the Mortgagee.

(d) The Mortgagee or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.

(e) The Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

(f) If all or any part of the Premises shall be damaged by fire or other casualty, the Mortgagor will, upon request of the Mortgagee, and to the extent funds are made available to the Mortgagor by the insurance carrier, promptly restore the Premises to the equivalent of its condition immediately prior to such damage, and if a part of the Premises shall be damaged through condemnation, the Mortgagor will, upon request of Mortgagee, promptly restore, repair or alter the remaining part of the Premises in a manner reasonably satisfactory to the Mortgagee.

(g) Notwithstanding the foregoing, the Mortgagor shall have the right to dispose of or demolish mobile homes which cannot be feasibly brought into compliance with HUD Housing Quality Standards or applicable Manufactured Housing Standards. .

1.5 Further Assurances; Modifications. At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will make, execute and deliver or cause to be made, executed and delivered, to the Mortgagee, any and all other further instruments, certificates and other documents as may, in the opinion of the Mortgagee, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the Mortgagor under the Note, (ii) the security interest of this Mortgage, and (iii) the mortgage lien hereunder. Upon any failure by the Mortgagor so to do, the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and the attorney in fact of the Mortgagor so to do.

1.6 Leases Affecting the Premises. The Mortgagor shall perform all covenants to be performed by the landlord under any and all leases now or hereafter on the Premises or any part thereof and shall not, without the prior written consent of the Mortgagee, materially modify any such lease except in the ordinary course of business. Upon request, the Mortgagor will furnish the Mortgagee signed copies of a certified rent roll on the Premises or any part thereof. Upon request of the Mortgagee, the Mortgagor shall, by written instrument in form and substance satisfactory to the Mortgagee, assign to the Mortgagee the interest in each and every lease hereafter entered into by the Mortgagor leasing all or any part of the Premises. The terms "lease" and "leases" as used in this Section shall include all tenancies.

1.7 Expenses. In addition to the expenses described in Section 2.5 subparagraph (b) hereof, the Mortgagor will pay or reimburse the Mortgagee for all reasonable attorney's fees, costs and expenses, including those in connection with appellate proceedings, incurred by the Mortgagee in any proceedings involving the estate of a decedent or an insolvent, or in any action, legal proceeding or dispute of any kind in which the Mortgagee is a plaintiff or defendant, affecting the indebtedness secured hereby, this Mortgage or the interest created herein, or the Premises, including but not limited to the exercise of the power of sale of this Mortgage, any condemnation action involving the Premises or any action to protect the security hereof; and any such amounts paid by the Mortgagee shall be secured by this Mortgage. Notwithstanding the foregoing, Mortgagor shall have no obligation to indemnify Mortgagee for Mortgagee's own negligence or willful misconduct.

1.8 Estoppel Affidavits. The Mortgagor, upon ten (10) days' prior written notice, shall furnish the Mortgagee a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any off-sets or defenses exist against such principal and interest. The Mortgagee shall provide a similar estoppel affidavit, upon ten (10) days' prior written notice from Mortgagor.

1.9 Subrogation. The Mortgagee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.10 Performance by Mortgagee of Defaults by Mortgagor. If the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Premises by allowing any such tax, lien, assessment or charge to become delinquent; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; in the performance of any covenant, term or condition of any leases affecting all or any part of the Premises; or in the performance or observance of any covenant, condition or term of this Mortgage; then the Mortgagee, at its option, may perform or observe the same, and all payments made or costs incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at eighteen percent (18%) per annum (the "Default Rate"). The Mortgagee shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim, premium and obligation, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The

Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any other person in possession holding under the Mortgagor.

1.11 Condemnation. If all or any material part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this mortgage shall include any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of the Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith, provided that if this Mortgage is not in default, Mortgagor shall have the right to prosecute such action using counsel reasonably acceptable to the Mortgagee. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Mortgagee, who, after deducting therefrom all its reasonable expenses, including reasonable attorney's fees, may release any moneys so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Mortgagee shall determine, to the reduction of the sums secured hereby, and to any prepayment charge (if any) herein provided, and any balance of such moneys then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Mortgagee may require.

1.12 Hazardous Waste Storage. The Mortgagor covenants with the Mortgagee that the Premises have not been used and will not be used in whole or in part for the storage of hazardous waste other than in accordance with all applicable governmental requirements.

## ARTICLE II

2.1 Due on Sale or Further Encumbrance Clause. In determining whether or not to make the loan secured hereby, Mortgagee examined the credit-worthiness of Mortgagor, found it acceptable and relied and continues to rely upon same as the means of repayment of the loan. Mortgagee also evaluated the background and experience of Mortgagor in owning and operating property, such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the loan. Mortgagor is a business person or entity well-experienced in borrowing money and owning and operating property such as the Premises, was ably represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Mortgagor recognizes that any further additional financing placed upon the Premises (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrance which would force Mortgagee to take measures and incur expenses to

protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security both of repayment by Mortgagor and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; and (iii) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this Section be deemed a restraint on alienation, that it is a reasonable one and that, except as otherwise provided herein, any sale, conveyance, assignment, Further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntarily or by operation of law) without the Mortgagee's prior written consent, which shall not be unreasonably withheld, shall be an event of default hereunder. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an event of default hereunder:

(a) any sale, conveyance, assignment, or other transfer of or the grant of a security interest in, all or any part of the title to the Premises without the prior written consent of Mortgagee, except in the ordinary course of business;

(b) any use of the Property as collateral for new or further additional financing without the prior written consent of Mortgagee.

(c) Any voluntary or involuntary sale, transfer, conveyance or pledge by Mortgagor (by operation of law or otherwise) of any direct or indirect interest in Mortgagor, that fails to comply with the sale, transfer or refinancing requirements of the Loan Documents.

Any consent by the Mortgagee, or any waiver of an event of default, under this Section shall not constitute a consent to, or waiver of any right, remedy or power of the Mortgagee upon a subsequent event of default under this Section. Notwithstanding the foregoing, transfers of limited liability company interests in Mortgagor and/or interests within the sole member of Mortgagor are permissible upon written notification of Mortgagor to Mortgagee.

## 2.2 Default. A default shall have occurred hereunder if:

(a) The Mortgagor shall fail to pay in full on the date due and payable, but subject to any applicable grace or cure period, any installment of principal, interest, late charges, escrow deposits, compliance fee and loan servicing fee as required by the Note, this Mortgage and otherwise; or

(b) The Mortgagor shall fail to duly observe on time any other covenant, condition or agreement of this Mortgage or of any other instrument evidencing, securing or executed in connection with the indebtedness secured hereby, including but not limited to, leases as specifically

required in accordance with Section 1.6 hereof, that certain **NSP Non-Profit Developer Agreement for Heritage Oaks Mobile Home Park** dated November 5, 2009 and amendments thereto (Agreement) between the Mortgagor and Mortgagee, (the Note, Mortgage and Agreement collectively referred to as the Loan Documents) and such failure remains uncured for a period of thirty (30) days after notice thereof shall have been given by the Mortgagee to the Mortgagor (or for an extended period reasonably approved by Mortgagee if such default stated in such notice can be corrected, but not within such thirty (30) day period, and if the Mortgagor commences such correction within such thirty (30) day period and thereafter diligently pursues the same to completion within such extended period); or

(c) Any warranties or representations made or agreed to be made in any of the Loan Documents shall be breached by the Mortgagor or shall prove to have been false or misleading when made, in any material respect; or

(d) Any lien for labor or material or otherwise shall be filed against the Premises, and such lien is not canceled, removed, transferred, or bonded off within thirty (30) days; or

(e) Any material suit, including without limitation a foreclosure of any other mortgage on the Premises shall be filed against the Mortgagor which, in the reasonable judgment of Mortgagee, could substantially impair the ability of the Mortgagor to perform each and every one of its obligations under and by virtue of the Loan Documents; or

(f) A levy shall be made under any process on, or a receiver be appointed for, the Premises or any other property of the Mortgagor which, in the reasonable judgment of Mortgagee, could cause substantial interference with the timely completion of the improvements or impair the value of the Collateral; or

(g) The Mortgagor shall file a voluntary petition in bankruptcy, or any other petition or answer in a proceeding or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief for the Mortgagor under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtor but only in the event that such proceeding remains pending for more than thirty (30) days; or

(h) The Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Mortgagor or of all or any part of the Premises or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or

(i) The Mortgagor shall make any general assignment for the benefit of creditors; or

(j) In any legal proceeding the Mortgagor shall be adjudged to be insolvent or unable to pay the Mortgagor's debts as they become due; or

(k) The Mortgagor shall do, or shall omit to do, any act, or any event shall occur, as a result of which any obligation of the Mortgagor, not arising hereunder, may be declared immediately due and payable by the holder thereof if, in the reasonable judgment of Mortgagee, such acceleration could cause substantial interference with the timely completion of the improvements or impair the value of the collateral; or

(l) An Event of Default occurs under the terms of any of the Loan Documents subject to any applicable grace or cure period; or

For the purposes of this Section, the term "Mortgagor" shall be construed as Mortgagor or any managing member of the Mortgagor.

2.3 Acceleration of Maturity. If a default shall have occurred hereunder subject to any applicable grace and cure period, then the whole unpaid principal sum of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Mortgagee, become due and payable without notice or demand, time being of the essence of this Mortgage and of the Note secured hereby; and no omission on the part of the Mortgagee to exercise such option when entitled so to do shall be considered as a waiver of such right.

2.4 Right of Mortgagee to Enter and Take Possession. Mortgagee shall have the following remedies:

(a) If any default shall have occurred and be continuing beyond any applicable grace or cure period, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Premises and, to the extent permitted by law, the Mortgagee may enter and take possession of the Premises and may exclude the Mortgagor and the Mortgagor's agents and employees wholly therefrom. In the event Mortgagee exercises its right pursuant to this subsection, Mortgagee shall be deemed to be acting as agent of Mortgagor and not as owner of the Premises.

(b) For the purpose of carrying out the provisions of this subsection, the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney in fact in the Premises.

(c) Whenever all such defaults have been cured and satisfied, the Mortgagee shall surrender possession of the Premises to the Mortgagor, provided that the right of the Mortgagee to take possession, from time to time, pursuant to this Section shall exist if any subsequent default shall occur and be continuing.

## 2.5 Appointment of a Receiver and Foreclosure.

(a) If a default shall have occurred hereunder, subject to any applicable grace and cure period, then the whole debt secured by this Mortgage, with all interest thereon, and all other amounts hereby secured shall, at the option of Mortgagee, become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure of or other proceeding upon this Mortgage or by any other proper, legal or equitable procedure without declaration of such option and without notice.

(b) In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this Section mentioned shall become so much additional debt secured hereby and shall be immediately due and payable with interest thereon at the maximum rate provided by law, when paid or incurred by Mortgagee in connection with (i) any proceeding, including foreclosure, probate and bankruptcy proceedings, to which it shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage, or any indebtedness hereby secured, (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (iii) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

(c) Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit, and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period.

(d) Mortgagor shall deliver to Mortgagee at any time on its request, all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys and other papers relating to the Premises, and in case of foreclosure thereof and failure to redeem, the same

shall be delivered to and become the property of the person obtaining a deed to the Premises by reason of such foreclosure.

2.6 Discontinuance of Proceedings and Restoration of the Parties. In case the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adverse to the Mortgagee, then and in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

2.7 Remedies Cumulative. No right, power or remedy conferred upon or reserved by the Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.8 Default Applies to All Agreements. To the extent that the indebtedness secured hereby is further secured by security interests, chattel mortgages, pledges, contracts of guaranty, assignments of leases or other securities, or if the Premises hereby encumbered consist of more than one parcel, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, or such parcels of the security hereunder, either concurrently or independently, and in such order as it may determine. A default by Mortgagor on the loan evidenced by the Note secured hereby, under any collateral security document securing repayment of said Note shall be a default hereunder, subject to any applicable grace or cure period. Further, a default by Mortgagor in the performance of any covenant under any other loan agreement or obligation between Mortgagor and Mortgagee shall, at the option of Mortgagee, constitute a default under this Mortgage, if, in the reasonable judgment of Mortgagee, such default could cause substantial interference with the timely completion of the Improvements or impair the value of the collateral, subject to any applicable grace or cure period.

2.9 Cross Default & Cross Collateralization. Mortgagor further covenants and agrees that each Loan and all obligations of the Mortgagor hereunder shall be and are hereby expressly cross-defaulted and cross-collateralized with any and all Loans and with any and all other obligations of Mortgagor to Mortgagee, whether now existing or arising in the future (collectively referred to herein as the "Mortgagor/Mortgagee Obligations"), such that the occurrence of any Event of Default under any of the Mortgagor/Mortgagee Obligations shall be a default under all of the Mortgagor/Mortgagee Obligations and under all documents and instruments evidencing and/or securing the Mortgagor/Mortgagee Obligations. If any such Event of Default occurs, Mortgagee shall be entitled to exercise any and all rights and remedies including, without limitation, foreclosure against the collective collateral for the Mortgagor/Mortgagee Obligations in any order and in any combination as Mortgagee shall desire, it being expressly understood and agreed by each Mortgagor that the collateral securing any part of the Mortgagor/Mortgagee Obligations is (and shall become to the extent of the Mortgagor/Mortgagee Obligations created in the future) collateral for all such Mortgagor/Mortgagee Obligations. Nothing herein shall limit the rights and remedies of Mortgagee



against Mortgagor after the occurrence of an Event of Default under the Loan Documents applicable to such Mortgagor's Loan.

### ARTICLE III

3.1 Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of the Mortgagor and by or on behalf of the Mortgagee shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not. Provided, however, that the Mortgagor shall have no right to assign its obligations hereunder without the prior written consent of the Mortgagee.

3.2 Headings. The headings of the sections, subsections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

3.3 Invalid Provisions to Affect No Others. If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. Notwithstanding any provision contained herein, the total liability of Mortgagor for payment of interest, including service charges, penalties or any other fees pursuant to Section 1.10, Section 2.5 subparagraph (b) or otherwise shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by Mortgagor include interest in excess of the maximum allowable amount then said excess shall be applied to the reduction of the unpaid principal amount due pursuant hereto.

3.4 Number and Gender. All personal pronouns used in this mortgage whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

### ARTICLE IV

4.1 Notice. Any notice or other communication required or permitted to be given hereunder shall be sufficient if in writing and delivered in person or sent by United States Certified Mail, postage prepaid, to the parties being given such notice at the following addresses:

If to the Mortgagor:

Greg Strader, Executive Director  
BRACE, LLC  
1301 West Government Street  
Pensacola, Florida 32501  
Phone: (850) 777-8627  
E-Mail: [gregst@unitedwayescambia.org](mailto:gregst@unitedwayescambia.org)

with a copy to:

Stephen R. Moorhead, Esq.  
McDonald Fleming Moorhead  
25 W. Government Street  
Pensacola, Florida 32502  
Telephone No.: (850) 477-0660  
Fax No.: (850) 477-1730

If to the Mortgagee:

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](mailto:Randy_Wilkerson@co.escambia.fl.us)

with a copy to:

Office of the County Attorney  
221 Palafox Place, Suite 430  
Pensacola, Florida 32502  
Telephone No.: (850) 595-4970  
Fax No.: (850) 595-4979

Any party may change its address by giving the other party notice of the change. Notice given as herein above provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner received, shall be deemed received by the party to whom it is addressed on the third calendar day following the date on which the notice is deposited in the mail, or if a courier system is used, on the date of delivery of the notice.

4.2 Books and Records. Mortgagor shall keep and maintain at all times complete, true and accurate books of account and records which utilize generally accepted accounting principles, consistently applied which reflect the operation of the Premises. Mortgagor shall furnish periodic financial statements to Mortgagee required by the Loan Agreement.

## ARTICLE V

5.1 Future Advances. This Mortgage shall also secure such future or additional advances as may be made by the Mortgagee at its option to the Mortgagor, or its successor in title, for any purpose, provided that all those advances are to be made within **fifteen (15)** years from the date of

this Mortgage, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the principal amount of the Note plus interest, and any disbursements made for the payment of taxes, levies or insurance on the Premises with interest on those disbursements. If, pursuant to Section 697.04, Florida Statutes, Mortgagor files a notice specifying the dollar limit beyond which future advances made pursuant to this Mortgage will not be secured by this Mortgage, then Mortgagor shall, within one (1) day of filing such notice, notify Mortgagee and its counsel by certified mail pursuant to Section 4.1 of this Mortgage. In addition, such a filing shall constitute a Default hereunder.

5.2 Lien Priority. The lien priority of this Mortgage shall not be affected by any changes in the Note including, but not limited to, an increase in the interest rate charged pursuant to the Note. Any parties acquiring an interest in the Premises subsequent to the date this Mortgage is recorded shall acquire such interest in the Premises with notice that Mortgagee may increase the interest rate charged pursuant to the Note or otherwise modify the Note and the Note, as modified, and the Mortgage shall remain superior to the interest of any party in the Premises acquired subsequent to the date this Mortgage is recorded.

5.3 Assignment of Rents and Leases. As further security for payment of principal interest and other amounts due Mortgagee now or hereafter secured hereby, Mortgagor hereby transfers, assigns and sets over unto Mortgagee all leases, if any, now or hereafter entered into by Mortgagor with respect to all or any part of the Premises, and all renewals, extensions, subleases or assignments thereof, and all other written or oral occupancy agreements, by concession, license or otherwise, together with all of the rents, income, receipts, revenues, issues and profits arising therefrom. Mortgagee shall have, in addition to all other rights and remedies hereunder, those rights of a mortgagee under Section 697.07, Florida Statutes, as now or hereafter in effect.

5.4 Security Agreement. This instrument also creates a security interest in any and all equipment (other than leased equipment, leased from bona fide third parties) and furnishings as are considered or determined to be personal property or fixtures, together with all replacements, substitutions, additions, products and proceeds thereof, in favor of the Mortgagor or Mortgagee under the Florida Uniform Commercial Code to secure payment of principal, interest and other amounts due Mortgagor or Mortgagee now or hereafter secured hereby, and Mortgagee shall also have all the rights and remedies of a secured party under the Florida Uniform Commercial Code, and without limitation upon or in derogation of the rights and remedies created and accorded to the Mortgagee by this Mortgage pursuant to the common law or any other laws of the State of Florida or any other jurisdiction, it being understood that the rights and remedies of Mortgagee under the Florida Uniform Commercial Code shall be cumulative and in addition to all other rights and remedies of Mortgagee arising under the common law or any other laws of the State or any other jurisdiction, and subject to the rights of any mortgagee under a superior mortgage.

## 5.5 Permitted Encumbrances.

(a) Without limiting the generality of any other provision hereof, Mortgagor hereby covenants and agrees:

(i) to promptly observe and perform all of the covenants and conditions contained in any mortgage encumbering all or any part of the Premises which is superior to the lien hereof or any of the Permitted Encumbrances and which are required to be observed or performed thereunder and to do all things necessary to preserve and keep unimpaired its rights thereunder;

(ii) to promptly notify Mortgagee in writing of any monetary default or of any other material default under the Permitted Encumbrances, and, to the extent Mortgagor has actual knowledge thereof, of any other default in the performance of the observance of any of the terms, covenants or conditions on part of Mortgagor to be performed or observed under such Permitted Encumbrances. Mortgagor shall promptly cause a copy of each notice given by the holder of any of the Permitted Encumbrances to the Mortgagee to be delivered to Mortgagee, regardless of the nature of such notice.

(b) In the event Mortgagor fails to make any payment required under such Permitted Encumbrance or to do any act set forth in the preceding subsection herein provided (subject to any applicable notices and cure periods), then Mortgagee may, but without obligation so to do, and without notice to or demand upon Mortgagor, and without releasing Mortgagor from any obligation hereof, make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect its interest under this Mortgage. Mortgagee's rights hereunder shall specifically include, but without limitation thereof, the right to pay any and all payments of interest and principal, insurance premiums, taxes and assessments and other sums due or to become due under such Permitted Encumbrances.

(c) In the event Mortgagor fails to perform any of the terms, covenants and conditions required to be performed or observed by Mortgagor under such Permitted Encumbrance, then Mortgagee may, but without obligation so to do, and without notice or demand upon Mortgagor and without relieving Mortgagor from any obligation hereof, take any action Mortgagee deems necessary or desirable to prevent or cure any such default by Mortgagor. Upon receipt by Mortgagee from Mortgagor of any written notice of default by Mortgagor under such Permitted Encumbrance, Mortgagee may rely thereon and take any action it deems necessary to cure such default even though the existence of such default or the nature thereof may be questioned or denied by the Mortgagor or by any party on behalf of the Mortgagor. Mortgagor hereby expressly grants to Mortgagee, and agrees that Mortgagee shall have the absolute and immediate right to enter upon the Property or any part thereof to such extent and as often as the Mortgagee in its reasonable discretion deems necessary for any such purpose, may pay expenses, employ counsel and pay his reasonable attorney's and paralegal fees. All reasonable costs, charges and expenses so incurred or paid by Mortgagee,

together with interest thereon, at the default rate (set forth in the Note) from the date incurred until paid by Mortgagor, shall become indebtedness secured by the lien of this Mortgage.

(d) Mortgagor agrees that it will not surrender any of its rights under such Permitted Encumbrances and will not, without the prior written consent of Mortgagee consent to any modification, change or any alteration or amendment of such Permitted Encumbrance or of the obligations secured thereby, either orally or in writing, and no release or forbearance of any of Mortgagor's obligations under such Permitted Encumbrance whether pursuant to such Permitted Encumbrance or otherwise, shall release Mortgagor from any of its obligations under this Mortgage.

(e) The occurrence of any default by Mortgagor or any event of default under any Permitted Encumbrance to which this Mortgage may be subject, which default or event of default is not cured within the time period provided therefore by such Permitted Encumbrance, shall constitute a default under this Mortgage.

(f) The Mortgagor hereby irrevocably designates the Mortgagee its agent and attorney-in-fact to perform or observe on behalf of the Mortgagor any covenant or condition which Mortgagor fails to perform or observe under the Permitted Encumbrances within any applicable grace period specified in such Permitted Encumbrance. Any advances made by the Mortgagee in connection with any action authorized by any provision contained herein shall be repaid by the Mortgagor on demand, with interest, and the amount so advanced with interest thereon at the default rate (as set forth in the Note) shall be a lien upon the Mortgaged Property and Premises and shall be secured by this Mortgage. The performance or observance of such covenant or condition by the Mortgagee shall not prevent the Mortgagor's failure to perform or observe from constituting a default. In performing or observing any such covenant or condition, the Mortgagee shall have the right to enter upon the Property. Upon receipt by the Mortgagee from the holder of any Permitted Encumbrance of any notice of default under such Permitted Encumbrance, the Mortgagee may rely thereon and take any action permitted by any provision contained herein to remedy such default, notwithstanding that the existence of such default or the nature thereof may be questioned or denied by the Mortgagor.

(g) Mortgagor will not do anything, or permit or suffer anything to be done or left undone, which would increase or result in any increase in the indebtedness or other sums secured by a Permitted Encumbrance.

(h) Nothing herein shall constitute consent by Mortgagee to any Permitted Encumbrance except as to any superior mortgage and any other matters set forth in Mortgagee's title insurance policy given in connection herewith and specifically approved by Mortgagee.

5.6 Choice of Law; Venue. This Mortgage is to be construed in all respects and enforced according to the laws of the State of Florida. Venue for any action arising out of this Mortgage, the Note secured thereby, or the Loan Agreement, shall be in the courts of Escambia County, Florida.

5.7 Binding Effect. This Mortgage shall be binding upon and inure to the benefit of the Mortgagor and Mortgagee hereto, and their respective heirs, successors and assigns.

5.8 WAIVER OF JURY TRIAL. MORTGAGOR WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS LOAN. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE'S EXTENDING CREDIT TO MORTGAGOR AND NO WAIVER OF LIMITATION OF MORTGAGEE'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON MORTGAGEE'S BEHALF.

IN WITNESS WHEREOF, the Mortgagor has executed and sealed this Mortgage and Security Agreement as of the day and year first above written.

**BORROWER:**  
**BRACE LLC, a Florida limited liability company**

By its sole member:  
**COMMUNITY ORGANIZATIONS ACTIVE IN  
DISASTER, INC., a Florida not for profit  
corporation**

By: \_\_\_\_\_  
Dave Cobb  
Its: Chairman of the Board of Directors

Signed, sealed and delivered  
in the presence of:

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

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

**STATE OF FLORIDA**  
**COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011,  
by Dave Cobb, who is the Chairman of the Board of Directors of Community Organizations Active in Disaster,

Inc., a Florida not for profit corporation, sole member of BRACE LLC, a Florida limited liability company, and who has produced \_\_\_\_\_ as identification or who is personally known to me.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Escambia County Legal Department Approval:**

This document approved as to form and legal sufficiency.

By SBH  
Title Asst. County Attorney  
Date March 9, 2011

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

Parcel 1: Lots 1 to 6, Block 158, Beach Haven, being a part of the Pablo Graupera Grant, Sections 35 and 54, Township 2 South, Ranges 30 and 31 West, Escambia County, Florida, according to plat recorded in Deed Book 46, Page 51, of the Public Records of said County. Together with the South 1/2 of vacated roadway adjoining the North line of said lots and together with the West 1/2 of the vacated alleyway adjoining the East line of said lots.

Parcel 2: Lots 4 to 24, Block 149, Beach Haven, being a part of the Pablo Graupera Grant, Sections 35 and 54, Township 2 South, Ranges 30 and 31 West, Escambia County, Florida, according to plat recorded in Deed Book 46, Page 51, of the Public Records of said County. Together with the South 1/2 of vacated roadway adjoining the North line of said lots and together with the West 1/2 of the vacated alleyway adjoining the West line of Easterly lots and the East 1/2 of vacated alleyway adjoining the East line of Westerly lots.

Parcel 3: All of Fractional Lots 13 and 14, Block 148, Beach Haven, being a part of the Pablo Graupera Grant, Sections 35 and 54, Township 2 South, Ranges 30 and 31 West, Escambia County, Florida, together with the North 1/2 of vacated roadway adjoining the South line of said lots.

Parcel 4: Lots 9, 10, 11, and 12, Block 158, Beach Haven, according to the plat thereof recorded in Deed Book 46, Page 51, of the Public Records of Escambia County, Florida, together with the East 1/2 of vacated roadway adjoining the West line of said lots.



**EXHIBIT "B"**

**PERMITTED ENCUMBRANCES**

Mortgage executed by BRACE, LLC in favor of Escambia County, given to secure the original principal sum of \$1,400,000.00, dated September 9, 2010 and recorded in Official Records Book 6635, Page 1048, of the Public Records of Escambia County, Florida.

Restrictions, covenants, conditions and easements as contained in that certain instrument recorded in Official Records Book 6635, Page 1067, of the Public Records of Escambia County, Florida.

**ASSIGNMENT OF CONSTRUCTION DOCUMENTS,  
CONTRACTS, RIGHTS AND INTANGIBLES**

THIS ASSIGNMENT OF CONSTRUCTION DOCUMENTS, CONTRACTS, RIGHTS AND INTANGIBLES (this "Assignment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by BRACE LLC, a Florida Limited Liability Company, ("Borrower") in favor of Escambia County, a Political Subdivision of the State of Florida ("Lender").

WITNESSETH:

WHEREAS, Borrower and Lender have entered into a certain Construction Loan Agreement (the "Loan Agreement") of even date herewith in which Lender has agreed to make a Loan to Borrower in the maximum principal amount of \$300,000.00 to finance the development of certain improvements known or to be known as Heritage Oaks Mobile Home Park (the "Improvements") on certain real property in Escambia County, Florida (the "Land") (the Land and the Improvements are sometimes collectively referred to herein as the "Premises") owned by Borrower, all upon the terms and subject to the conditions set forth in the Loan Agreement;

WHEREAS, as a condition of making the Loan, Borrower has agreed, among other agreements, to assign to Lender all of its rights with respect to the development of the Land and the construction of the Improvements thereon and all contracts, plans and specifications, permits and other documents and agreements relating in any way to such development and construction;

NOW, THEREFORE, as an inducement to Lender to make the Loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants, transfers and assigns unto Lender, its successors and assigns, all of its rights, privileges and powers with respect to the development of the Land and the construction of the Improvements in accordance with the Loan Agreement, whether now or hereafter arising or existing, and all of its right, title and interest in, to and under all documents, instruments, permits, orders and agreements, whether now or hereafter arising or existing, relating in any way to the development of the Land or the construction of the Improvements in accordance with the Loan Agreement, including without limitation those items set forth in Exhibit "A" attached hereto and incorporated herein by reference, together with any and all changes, extensions, revisions and modifications thereof and all payment bonds, performance bonds and other guaranties or sureties of performance thereof (all of the foregoing, whether tangible or intangible, being hereinafter referred to as the "Construction Documents"), for the purpose of providing additional security (a) for the payment of all sums now or at any time hereafter due Lender pursuant to the Note or the Loan Agreement or secured by the Amended and Mortgage and Security Agreement of even date herewith (the "Mortgage"), including any and all renewals, extensions and modifications thereof and any future advances made thereunder, and (b) for the performance and discharge of each obligation, covenant and agreement of Borrower contained herein or in the Note, Mortgage, Loan Agreement or any of the Loan Documents; and Borrower further covenants and agrees with Lender as follows:

1. Warranties by Borrower. Borrower warrants, to the best of Borrower's knowledge, that:

(a) There is no assignment of any of its rights under or interest in any of the Construction Documents to any other person.

(b) It is not in default under any of the Construction Documents and knows of no default on the part of any other party to any of the Construction Documents.

(c) It has not done or omitted to do any act so as to be estopped from exercising any of its rights, powers or privileges under any of the Construction Documents or which might prevent Lender from exercising any of the rights, powers and privileges conferred upon Borrower by the Construction Documents.

(d) It is not prohibited under any agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment or the performance of each and every covenant of Borrower hereunder or in the Construction Documents.

(e) No action has been brought or threatened which would in any wise prohibit or impair the execution and delivery of this Assignment or the performance of each and every covenant of Borrower hereunder or in the Construction Documents.

2. Covenants of Borrower. Borrower agrees and covenants unto Lender as follows:

(a) It will (i) fulfill, perform and observe each and every condition and covenant contained in any of the Construction Documents; (ii) give prompt notice to Lender of any claim of default or nonperformance under any of the Construction Documents given to it or given by it, together with a complete copy or statement of any information submitted or referenced in support of such claim; (iii) at its sole cost and expense, enforce the performance and observance of each and every covenant and condition of the Construction Documents to be performed or observed by any other party to any of the Construction Documents; and (iv) appear in and defend any action growing out of or in any manner connected with any of the Construction Documents.

(b) It will not (i) modify the terms of the Construction Documents unless required so to do by the terms of the Construction Documents; or (ii) waive, or release any person from the observance or performance of any obligation to be performed under the terms of the Construction Documents or liability on account of any warranty given by it.

(c) The rights assigned hereunder include all of Borrower's right and title (i) to modify the Construction Documents; (ii) to terminate the Construction Documents; (iii) and to waive or release the performance or observance of any obligation or condition of the Construction Documents; provided, however, these rights shall not be exercised by Lender unless Borrower is in default hereunder.

(d) Upon the occurrence of any of the following events (herein called an "Event of Default").

(i) should any Event of Default occur in the Mortgage, Note, Loan Agreement or in any other Loan Document, or

(ii) should any warranty of Borrower herein contained or contained in any of the Loan Documents or in any other writing delivered to Lender in connection with the Loan prove untrue or misleading; or

(iii) should any condition precedent to the obligation of any party to any of the Construction Documents to perform such party's obligations thereunder not be promptly met; or

(iv) should Borrower fail to fulfill, perform or observe any of its obligations under this Agreement as should Borrower fail to fulfill, perform or observe any of its obligations under this Agreement as and when required by the terms hereof;

Then and in any such event, and at any time thereafter, Lender may: (a) declare the total indebtedness secured by this Assignment immediately due and payable; (b) proceed to enter upon, take possession, complete construction of the Improvements and operate the Premises without becoming a "mortgagee-in-possession"; (c) proceed to perform any and all obligations of Borrower contained in any of the Construction Documents and exercise any and all rights, privileges and powers of Borrower therein contained as fully as Borrower itself could and without regard to the adequacy or security for the indebtedness hereby secured and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court; (d) take possession of all plans, surveys, architectural or engineering drawings or sketches, models, and writings reasonably required by Lender in the exercise of its rights and remedies hereunder; (e) exercise all rights and remedies of a secured party under the Florida Uniform Commercial Code or as otherwise provided by law; and (f) do all other acts which Lender may deem necessary or proper to protect its security. Borrower hereby appoints Lender as his Attorney-In-Fact to take such actions, execute such documents and perform such work, with or without entry into possession of the Premises, as Lender may deem appropriate in the exercise of the rights and remedies of Lender granted herein. The powers herein granted shall include, but shall not be limited to, the powers to sue on the Construction Documents and to seek all governmental approvals required for the completion of the improvements contemplated by the Construction Documents, in the name of Borrower or Lender or both. The power of attorney granted hereby shall be irrevocable and coupled with an interest and shall terminate only upon the payment of all sums due to Lender to Borrower evidenced or secured by the Loan Documents. Borrower shall indemnify and hold harmless Lender and any other person or entity acting hereunder for all losses, costs, damages, fees and expenses, including without limitation reasonable attorney's fees, whatsoever associated with the exercise of this power of attorney or the exercise of Lender's rights under this Assignment and shall and does hereby release Lender and any other person or entity acting hereunder from all liability whatsoever for the exercise of the foregoing power of attorney and all actions taken pursuant thereto or under this Assignment.

(e) Should Borrower fail to perform or observe any covenant or comply with any condition contained in any of the Construction Documents, then Lender, but without obligation to do so, without notice to or demand on Borrower, and without releasing Borrower from its obligation to do so, may perform such covenant or condition and, to the extent that Lender shall incur any costs or pay any monies in connection therewith, including any attorney's fees and costs or expenses of litigation, such costs, expense or payment shall be included in the indebtedness secured hereby and by the Mortgage and shall bear interest from the incurring or payment of such costs, monies or expenses thereof at the after-default rate specified in the Note.

(f) Lender shall not be obligated to perform or discharge any obligation of Borrower under any of the Construction Documents.

(g) The remedies herein provided shall be in addition to and not in substitution for the rights and remedies which would otherwise be vested in Lender in any of the other Loan Documents or in law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall the use of any of the remedies hereby provided prevent

the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided for or otherwise available to Lender until all sums due it by reason of this Agreement or any of the Loan Documents have been paid to it in full and all obligations incurred by it in connection with the construction or operation of the Improvements on the Premises have been fully discharged without loss or damage to Lender.

(h) For the purpose of completing the Improvements in the event of the occurrence of an Event of Default, Lender may reassign all or any part of its rights, title and interest in the Construction Documents under this Assignment to any persons or entities in Lender's sole discretion, and any such reassignment shall be valid and binding upon Borrower as fully as if Borrower had expressly approved the same. In the event of any such reassignment, Lender shall have no liability whatsoever for any act or omission by Lender's assignee.

(i) In the event of a foreclosure under the Mortgage, or a deed in lieu of foreclosure to Lender or other acquisition of title to the Premises by Lender, all right, title and interest of Borrower in, to and under the Construction Documents shall pass to and become the sole and absolute property of the purchaser at foreclosure or the Lender, as the case may be, and Lender is hereby irrevocably appointed by Borrower as its attorney-in-fact to assign any and all such Construction Documents to any such purchaser, without accounting to Borrower in any manner whatsoever.

### 3. Miscellaneous.

(a) This Assignment shall inure to the benefit of and shall be binding upon and against the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns.

(b) This Assignment shall be governed and construed in all respects by the laws of the State of Florida

(c) This Assignment shall be and remain in full force and effect until payment in full of all indebtedness secured hereby.

(d) If any provision of this Assignment shall be invalid or unenforceable, the remaining provisions of this Assignment shall nevertheless survive and be and remain in full force and effect.

(e) As used herein, each term beginning with a capital letter shall have the meaning specified in the Loan Agreement or the other Loan Documents, unless another meaning is specified or clearly appears.

(f) As used herein, the singular shall include the plural, and the male gender shall include the female and neuter genders, and all obligations of Borrowers (if more than one) hereunder shall be joint and several.

IN WITNESS WHEREOF, Borrower and Lender have executed this instrument as of the day and year first above written.

Signed in the presence of:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**BORROWER:**

BRACE LLC, a Florida Limited Liability Company

By its Sole Member:  
COMMUNITY ORGANIZATIONS  
ACTIVE IN DISASTER, INC., a Florida  
Not for Profit Corporation

By: \_\_\_\_\_  
Print: DAVE COBB  
Its: Chairman of the Board of Directors

**LENDER:**

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
KEVIN W. WHITE, CHAIRMAN

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

**Escambia County Legal Department Approval:**

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: Escambia County Attorney  
Date: March 9, 2014

EXHIBIT "A"

1. All construction contracts and agreements, now or hereafter existing, relating in any way to the construction of the Improvements, whether now existing or hereafter arising, including, but not limited to, that certain Construction Contract dated \_\_\_\_\_ between Borrower and Contractor for improvements made to the premises known as Heritage Oaks Mobile Home Park.

2. All surveys of all or any part of the Land now existing or hereafter made.

3. All architects' and/or engineers' contracts, drawings, working drawings, plans, specifications, general contracts, AIA contracts, management agreements, surveys, bonds, sureties, permits, licenses and other governmental approvals, and all amendments, revisions and modifications thereto, now or hereafter existing, relating in any way to the construction of the Improvements.

4. All environmental permits, wetlands permits, development orders, development of regional impact orders, conditional use permits, variances, permits and approvals, licenses, franchises, certificates of occupancy, permits, water and sewer taps, and all other governmental approvals pertaining or applicable to, or relating in any way to the present or future operation of the Land, whether now existing or hereafter arising.

5. All right, title and interest of Borrower in or to any and all business or trade names now or hereafter used or adopted in connection with the Land, including without limitation the right to use the same in whatever manner Lender shall deem necessary or convenient.

6. All unexpired warranties and guaranties covering the buildings, improvements, fixtures, appliances, equipment, personal property and other property and fixtures.

7. All right, title and interest in and to all maintenance and service contracts relating to the Land and Improvements, whether now existing or hereafter arising.

8. All right, title and interest in and to all equipment leases and other leases entered into with respect to the Land and Improvements, whether now existing or hereafter arising.

9. All right, title and interest of Borrower in, to or under any and all documents, agreements and instruments related to the plat created or to be created with respect to the Land and Improvements, whether now existing or hereafter arising.

## CERTIFICATION AND CONSENT OF GENERAL CONTRACTOR

The undersigned ("Contractor") hereby acknowledged and consents to the Assignment of Construction Documents, Contracts, Rights, and Intangibles executed by BRACE LLC, a Florida Limited Liability Company, ("Owner") to ESCAMBIA COUNTY, a Political Subdivision of the State of Florida, ("Lender") assigning (among other rights and documents) any construction contract (the "Contract"), between Contract and Owner relating to construction of the Improvements (to-wit: mobile home park known as Heritage Oaks Mobile Home Park in Escambia County, Florida) contemplated by that certain Construction Loan Agreement ("Loan Agreement") between Owner (as borrower) and Lender dated of even date herewith, said Assignment constituting additional security for the obligations of Owner under the Loan Agreement. Further, Contractor agrees with Lender and Owner as follows:

1. Upon receipt of written notice from Lender that Owner is in default under the Loan Agreement, Contractor shall continue performance on the Lender's behalf under the Contract in accordance with the terms thereof; provided that Contractor shall be reimbursed in accordance with the Contract for the following:

(a) all work, labor and material rendered on the Lender's behalf following Contractor's receipt of such written notice; and

(b) upon completion of the Improvements, the amount of retainage, if any, withheld by Lender from disbursements of Loan proceeds made by Lender prior to Contractor's receipt of such written notice for work performed by Contractor pursuant to the Contract.

2. Upon receipt of written notice from Lender that Owner is in default under the Loan Agreement, Lender shall be entitled to use and receive, and Contractor shall make available and deliver to Lender, without further payment from or charge to Lender of any kind, any and all plans, specifications, drawings, surveys and other documents furnished by Owner to Contractor relating to the construction required by the Loan Agreement.

3. The plans and specifications for the project (the "Plans and Specifications") are complete and adequate for the construction of the Improvements.

4. All governmental approvals and permits necessary for construction of the Improvements as contemplated by the Plans and Specifications have been obtained and are in good standing subject to no unsatisfied conditions.

5. The Improvements shall be constructed in a good and workmanlike manner and in accordance with the Plans and Specifications and will fully comply with applicable governmental statutes, ordinances, codes, rules and regulations, including, but not limited to, all applicable building, health and safety codes; statutes, rules and regulations related to handicapped access; and the Federal Americans with Disabilities Act.

6. If Owner defaults in making any payment due under the Contract, or in performing any other obligation under the Contract, which would permit Contractor to terminate the same, Contractor shall promptly give the Lender written notice thereof by registered or certified mail, return receipt requested; and if Contractor learns of any default in payment due to any subcontractor or other person supplying labor or materials for the project, Contractor shall give Lender written notice thereof in like manner. Lender shall have a reasonable time (but in no



event less than fifteen days after receipt of any such notice) within which time Lender shall have the right, but not the obligation, to cure such default, and the delivery of such notice of default and the failure of Lender to cure the same within such reasonable time, as aforesaid, shall be conditions precedent to the exercise of any right or remedy of Contractor arising by reason of such default.

7. Contractor shall not enter into any amendment to the Contract or the Plans and Specifications which materially reduces the quality or value of the Improvements or perform work under any change order in excess of \$5,000.00 for any individual change order or in excess of an aggregate, cumulative amount of \$25,000.00 for all change orders without first securing Lender's written consent to such change order, which consent shall not constitute any assumption by Lender of any obligations under the Contract.

8. Nothing herein shall be construed to impose upon the Lender any duty to see to the application of the proceeds of the loan contemplated by the Loan Agreement. Contractor acknowledges that Lender is obligated under the Loan Agreement only to the Owner and to no other person or entity. Contractor is executing this Consent to induce Lender to advance funds under the Loan Agreement, and Contractor understands that Lender would not advance funds under the Loan Agreement but for Contractor's execution and delivery of this Consent.

9. Contractor agrees that it will execute a construction lien waiver for itself and deliver similar construction lien waivers for such of its subcontractors as Lender may reasonably require for services and material provided during any specific time period of the Contract contemporaneously with the receipt of payment for said services and materials from Owner. The form of said lien waiver shall be acceptable to Lender.

10. Contractor hereby subordinates to Lender's Loan and Security Instrument (as defined in the Loan Agreement) any and all lien rights Contractor may now have or which may hereafter arise for work, material or services performed by Contractor, and Contractor agrees to execute such releases, waivers and other instruments as Lender may request to evidence or effectuate suppliers and materialmen, if any, providing labor, services or materials for construction of the Improvements to the date of this Consent have been paid in full for all such labor, services, or materials furnished prior to the date of this Consent.

Dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CONTRACTOR:

\_\_\_\_\_

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

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

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

## CONSTRUCTION LOAN AGREEMENT

THIS HERITAGE OAKS MOBILE HOME PARK (FUND 124 LOAN) CONSTRUCTION LOAN AGREEMENT ("Construction Loan Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2011, and is by and between BRACE LLC, a Florida Limited Liability Company, whose address is 1301 West Government Street, Pensacola, FL 32501, ("Owner"), and ESCAMBIA COUNTY, a Political Subdivision of the State of Florida, ("Lender or "County") whose address is 221 Palafox Place, Suite 430, Pensacola, Florida 32502.

### PRELIMINARY STATEMENT

1. Owner has applied to Lender for a loan ("Loan") and Lender has agreed to make the Loan.
2. The Loan is to be evidenced by a promissory note of even date herewith in the amount of the Loan ("Note"), the repayment of which is to be secured by, among other things, a mortgage and security agreement of even date herewith ("Mortgage") encumbering certain real property ("Property") owned by Owner and described on Exhibit "A" attached hereto and made a part hereof, which property is located in Escambia County, Florida, and further evidenced by that certain NSP Non-Profit Developer Agreement for Heritage Oaks Mobile Home Park dated 11/5/09 and amendments thereto ("Developer Agreement").
3. The Loan proceeds shall be used to construct certain improvements ("Improvements") on the Property described in Exhibit "A" attached hereto and made a part hereof, to be completed no later than May 1, 2013 ("Completion Date"). The description of the Improvements is also set forth in Exhibit "A."

In consideration of the statements set forth above and the agreements herein made, the agreements and covenants contained in the Note, Mortgage, and Developer Agreement, the Owner and Lender do hereby make the agreements set forth herein.

### ARTICLE I. REPRESENTATIONS AND WARRANTIES OF OWNER

Owner represents and warrants to Lender as follows:

(a) Existence. Owner is duly authorized, validly existing and in good standing under the laws of the state of its organization and the laws of the state in which the Property is located, and has all necessary power to enter into these agreements. Owner, if a partnership, is validly existing and in good standing under the laws of the state of its formation and, if required, is qualified to do business in the state in which the Property is located, and the partners executing this agreement and the Note and Mortgage have lawful authority to bind the partnership in accordance with the terms of this agreement, the Note and Mortgage and any other documents being executed by the partnership for the benefit of Lender.

(b) No Default. Owner is not in default and has not breached in any material respect any agreement or instrument to which it is a party or by which it may be bound, and the execution and delivery of this agreement, the Note and Mortgage, and the consummation of the other transactions contemplated herein do not conflict with or result in (i) a violation of any regulation, order, writ, judgment, injunction or decree of any court or governmental or municipal instrumentality or (ii) the breach of or default under any agreement or instrument to which Owner is a party or by which it may be bound.

(c) Non-commencement of Work. Any work commenced prior to the date hereof has been paid by Owner and will not result in any mechanic's lien or construction lien or similar lien being filed against the Property which would be superior to the lien of the Mortgage. If a Notice of Commencement has been filed in the public records of the county in which the property is located, such Notice of Commencement shall be terminated at closing of the Loan and a new Notice of Commencement shall be recorded.

(d) Compliance with Laws. Owner has obtained all necessary governmental approvals, any approvals regarding the Local Government Comprehensive Planning and Local Regulation Act, and all "concurrency" approvals, if applicable, and any environmental, ecological and landmark approvals affecting the Property necessary to commence construction of the Improvements.

(e) Utilities and Zoning. Sewer, water and all other necessary utilities are available at the boundary of the Property to serve the Property and the Improvements in sufficient quantity for their intended use, and the current zoning classification of the Property and any covenants and restrictions affecting the Property permit the construction and intended use of the Improvements without the necessity of obtaining further approvals, authorizations, waivers, consents, exceptions or variances.

(f) Roads. All roads necessary for the full utilization of the Improvements for their intended purposes have either been completed or will be completed no later than the Completion Date

(g) Absence of Proceedings and Actions. There are no actions, suits or proceedings pending or, to the knowledge of Owner, threatened against or affecting Owner or the Property.

(h) Financial Statements. All financial statements of Owner of the Loan submitted to Lender are true and correct as of the date of this agreement.

## ARTICLE II. COVENANTS OF OWNER

Owner covenants to Lender that:

(a) Development Work Criteria. Development of the Property and construction of the Improvements shall be in accordance with any plans and specifications submitted by Owner to Lender; any engineering reports and studies, soil reports and other similar matters which have heretofore been submitted by Owner to Lender for the basis of the Loan are in compliance with all restrictions, conditions, ordinances, codes, regulations and laws of governmental departments, including, if applicable, FHA and VA, and agencies having control over or jurisdiction over or an interest in the Property and the Improvements. No deviation shall be made in the plans and specifications without the prior written consent of Lender and, to the extent applicable, no change shall be made in any contracts Owner has entered into with respect to construction of the Improvements without the prior written consent of Lender. Any plans and specifications for the construction of the Improvements submitted to Lender and approved by Lender are true and correct, shall, if otherwise required, be fully executed and sealed by the Architect and/or Engineer, as appropriate, and shall be the same as the filed plans referred to in the building permits issued or to be issued for the construction of the Improvements.

(b) Commencement and Continuity of Work. Development of the Property shall commence within thirty (30) days from the recording of the Notice of Commencement or execution of the subject Note and Mortgage, whichever is later, and shall be carried on diligently and without interruption or delay until completed and the same shall be constructed in a good and workmanlike manner, and in accordance with the plans and specifications referred to above. Following recordation of the Mortgage, Lender shall file a Notice of Commencement as provided under the Florida Construction Lien Law. Owner shall post a certified copy of the Notice of Commencement on the Property in accordance with the Florida Construction Lien Law.

Notwithstanding anything herein or in the Notice of Commencement to the contrary, construction of improvements shall be completed no later than the Completion Date.

(c) Use of Proceeds and Deficiency in Loan Amount. Owner will use the proceeds of the Loan only for work capital and the payment of costs directly associated with the construction of the Improvements and shall not divert such funds for any other purpose. If it appears the construction costs of the Improvements will exceed the net amount available from the Loan, Lender may, at its option, require Owner to deposit, and Owner shall deposit with Lender within ten (10) days after receipt of notice, sufficient sums, which together with a net amount remaining available for disbursement will be sufficient to pay all construction costs and related costs of completing the Improvements in accordance with any plans and specifications. The judgment and determination of Lender as to any such deficiency shall be final and conclusive.

(d) Liens. Owner will have any mechanic's liens or construction liens or other encumbrances which may be filed against the Property released or bonded off or transferred to other security (cash deposit or transfer bond) within ten (10) days of the date any such lien is filed.

(e) Access to Books and Records. Owner will permit Lender or its agents to have at all reasonable times unrestricted access to its records, accounting books, contracts, subcontracts, bills and statements, including any supporting or related vouchers or other instruments, or related in any manner to the development and construction of the Improvements, and Lender or its agents shall have the right to copy the same.

(f) Financial Information. Owner will furnish to Lender within ninety (90) days after the end of each respective fiscal year, and at such other intervals as the Lender may require, financial statements including balance sheets and statements of income and loss prepared in accordance with generally accepted accounting principles, consistently applied throughout the applicable period, duly certified by Owner, as appropriate. Owner will furnish to Lender within thirty (30) days of filing same, copies of the respective federal and state income tax returns filed for Owner.

(g) Delivery of Materials to Property. Owner will cause all materials, supplies and goods to be incorporated as part of the Improvements to be delivered to the Property free and clear of all liens and encumbrances so that no other party shall have an interest therein, whether superior or inferior to the lien of the Mortgage.

(h) Compliance with Florida's Construction Lien Law. Owner and its general contractor will comply in all respects whatsoever with the Florida Construction Lien Law as the same may from time to time exist or be amended, and Lender shall not be obligated to disburse any funds to Owner if, in the opinion of Lender or its counsel, such disbursement would result in a violation of such law. The right of the Owner to make proper payments under any construction contract will be limited by any Notice to Owner or Claims of Lien which may be served by any person supplying labor or materials to the Property. If the Owner desires the Lender to consider any such Notices or Claims of Lien in making disbursements under this agreement, the Owner shall furnish the Lender a copy of said Notices or Claims of Lien immediately upon receipt of same. In the event the Lender has not received any said copies at the time of any disbursement under this Loan, the Lender may disburse as directed by this agreement without notice to Owner and without regard to the provisions of Florida's Construction Lien Law, and without responsibility or liability to the Owner, Contractor, Subcontractors, laborers or materialmen. Owner further agrees to furnish a release of lien for all persons giving such Notice to Owner and from all others that may heretofore or hereafter file a Claim. of Lien against the Property. Owner shall furnish the Contractor's Final Affidavit as required by the Florida Construction Lien Law. Nothing in this section shall in any way restrict the Lender's prerogative for protection of its security interests, to make payments directly to lienors, as authorized by the Florida Construction Lien Law. Lender has the right to contest any lien filed or to transfer to other security if Owner fails to do so in a timely manner.

(i) Access to Property. Owner will permit Lender and its agents at all reasonable times to have the right of entry and free access to the Property and the right to inspect the Property and all work done, labor performed and material furnished thereon or thereabout.

(j) Services to Benefit Lender. All inspections and other services rendered by or on behalf of Lender and whether or not paid for by Owner shall be rendered solely for the protection and benefit of Lender, and Owner shall not be entitled to claim any loss, damage or offset against Lender or its agents or employees for the failure of Lender's agents or employees to properly discharge their duties to Lender.

(k) Lender's Right to Approve. Lender shall have the right to approve all contracts, subcontracts, purchase orders, or other similar agreements to be entered into by Owner with respect to any portion of the construction of the Improvements of any materials, supplied or labor to be rendered in connection therewith.

(l) Promotion. Owner will permit Lender to publicize its involvement in the Property and construction of the Improvements and will at Lender's request name Lender as the construction lender, in all publicity and promotion which Owner or its agent publishes in connection therewith, and will permit Lender to place and keep its signs upon the Property at all times during the term of the loan.

(m) Joinder by Contractor and Engineer. If Owner is employing a general contractor or independent engineer with respect to construction of the Improvements, Owner will require such contractor and independent architect to join in the execution hereof and/or execute an appropriate consent, in form and content acceptable to Lender, and in the event of a conflict between the terms and conditions of any such contract with the general contractor and engineer and this agreement, the terms and conditions of this agreement shall govern and control.

(n) Further Assurances. Owner will, at any time on Lender's request, make, do, execute and deliver to Lender and where appropriate shall cause to be recorded or filed at Owner's expense any and all further acts, mortgages, documents and assurances as may be reasonably necessary to effectuate, complete and confirm the transactions sought to be consummated hereunder.

(o) Compliance with Note, Mortgage and Developer Agreement. Owner will comply with and abide by all the terms, conditions, covenants, agreements, representations and warranties contained in the Note, Mortgage, Developer Agreement and any other instruments securing the Note or executed in connection with this agreement, each of which documents are incorporated herein by this reference thereto. In the event of a conflict between this agreement and the Note, Mortgage, Developer Agreement or any other instruments securing the Note or executed in connection with this agreement, the terms and conditions of this agreement shall govern and control.

(p) Inspection Fees. If the terms of the Commitment require that Owner pay Lender or Lender's agent an inspection fee with respect to the supervision, inspection and disbursements in connection with the Loan, Owner will pay such fee at the times and in the manner specified herein or by the terms of the Commitment.

(q) Brokerage Fees. Owner shall indemnify Lender against all claims of brokers arising by virtue of the execution of this agreement or the consummation of the transactions contemplated hereby.

(r) Selection of Engineer/Contractors and Subcontractors. The Owner has accepted, and hereby accepts, the full responsibility for the selection of the Engineer, Contractor and Subcontractors and all materials, supplies and equipment to be used in the construction on the Property, and the Lender assumes no responsibility for the completion of the Improvements or any portion thereof, according to the plans and specifications and for the contract price.

(s) Owner's Compliance with Florida's Construction Lien Law. Owner has further accepted, and hereby accepts full responsibility for compliance with the Florida's Construction Lien Law and hereby relieves the Lender from any and all liability thereunder of any nature whatsoever.

(t) Liability for Claims, Demands, Losses and Damages. It is understood and agreed that the Lender shall not be liable for any claims, demands, losses or damages made, claimed or suffered by the Owner.

(u) Power of Completion. In the event of the bankruptcy of the Owner or in the event of the general assignment to creditors by the Owner during the period of construction of the Improvements, before completion thereof, or upon any other occasion which might result in cessation of work, the Lender shall have full power to take charge of and complete the construction and make disbursements under the Loan and for the benefit of the Owner or of the Owner's estate.

### ARTICLE III. DISBURSEMENT OF FUNDS

(a) Disbursement Schedule. Upon satisfaction of all conditions required as specified in the disbursement schedule set forth in Exhibit "B," Lender shall disburse funds to Owner in accordance with such Exhibit and subject to the provisions of the Florida Construction Lien Law.

(b) Method of Disbursement. Lender may, at its option, disburse the Loan funds through a title insurance company, mortgage company, or other third party, to or for the account of Owner, or directly to any subcontractor, materialman or laborer directly, but except as may be required by agreements with the title insurance company insuring the validity and priority of the Mortgage, such election shall not prevent Lender from making subsequent disbursements in a different manner and through a different party.

(c) Requests for Disbursements. Requests for Loan disbursements shall be submitted to Lender by Owner on a form approved by Lender, in a format accepted by Lender, and in the manner and at the times specified in Exhibit "B." All Loan Funds shall be deemed disbursed to Owner and shall bear interest at the rate set forth in the Note upon execution of the Note, whether or not such funds are disbursed to Owner on that date.

(d) Disbursement Accounts. Owner agrees to advise Lender in writing prior to the first disbursement (i) where the disbursements are to be made and (ii) the parties authorized to request disbursements. In any event, to the extent disbursements are made directly to Owner, such disbursements shall be paid into a separate account by Owner which amounts shall not be commingled with any other funds of Owner.

(e) Disbursement Obligation of Lender. Nothing contained in this agreement, the Note, Mortgage and/or Developer Agreement shall impose upon Lender any obligation to see to the proper application of any disbursements made pursuant to this Loan, and the sole obligation of Lender shall be to disburse funds as set forth herein, provided there exists no default under this agreement, the Note, the Mortgage or the Developer Agreement.

(f) Establishment of Conditions, No Waiver. Lender shall at all times be free to independently establish to its satisfaction and its absolute discretion the existence or non-existence of any fact or facts the existence or non-existence of which is a condition precedent to any disbursements to be made under this agreement. Any disbursements made by Lender prior to or without the fulfillment by Owner of all conditions precedent thereto, whether or not known to Lender, shall not constitute a waiver by Lender of the requirement that all conditions, including the non-performed conditions, shall be required with respect to any future disbursements.

(g) Disbursement Documentation. All documentation and proceedings deemed by Lender or Lender's counsel to be necessary and required in connection with this agreement and the documents relating hereto shall be subject to the prior approval of, and satisfactory to both of them as to form and substance.

#### ARTICLE IV. EVENTS OF DEFAULT

The happening of any one or more of the following events shall constitute a default under this agreement, the Note and Mortgage:

(a) Nonpayment of Money. Owner's failure to pay as and when due any required payment of principal or interest due under the Note or any other sums due under the Mortgage or this agreement.

(b) Breach of Condition. Owner's violation or breach of any term, condition, covenant, representation or warranty contained in this agreement, the Note, Mortgage or Developer Agreement or any other instruments securing the Note or executed in connection with this agreement, or the existence of a material misrepresentation of a fact contained in the documents submitted in support of the loan.

(c) Transfer of Property. The sale, assignment, pledge, transfer, hypothecation, or other disposition of any proprietary or beneficial interest in Owner or the Property by the Owner without the prior written consent of Lender, with the exception of leases entered into in the ordinary course of business.

(d) Impairment of the Property. The occurrence of any condition or situation which, in the sole determination of Lender, constitutes a danger to or impairment of the Property or repayment of the Loan.

(e) Cross Default & Cross Collateralization. Owner further covenants and agrees that each Loan and all obligations of the Owner hereunder shall be and are hereby expressly cross-defaulted and cross-collateralized with any and all Loans and with any and all other obligations of Owner to Lender, whether now existing or arising in the future (collectively referred to herein as the "Owner/Lender Obligations"), such that the occurrence of any Event of Default under any of the Owner/Lender Obligations shall be a default under all of the Owner/Lender Obligations and under all documents and instruments evidencing and/or securing the Owner/Lender Obligations. If any such Event of Default occurs, Lender shall be entitled to exercise any and all rights and remedies including, without limitation, foreclosure against the collective collateral for the Owner/Lender Obligations in any order and in any combination as Lender shall desire, it being expressly understood and agreed by each Owner that the collateral securing any part of the Owner/Lender Obligations is (and shall become to the extent of the Owner/Lender Obligations created in the future) collateral for all such Owner/Lender Obligations. Nothing herein shall limit the rights and remedies of Lender against Owner after the occurrence of an Event of Default under the Loan Documents applicable to such Owner's Loan.



## ARTICLE V. LENDER'S REMEDIES

Upon the occurrence of any event of default hereunder or under the Note or the Mortgage, Lender shall have the absolute right to refuse to disburse any funds hereunder, and Lender shall have the absolute right at its option and election and in its sole discretion to:

(a) Possession. Take immediate possession of the Property as well as all other security for the Loan as is necessary to fully complete the Improvements as required hereunder and to do anything in its sole judgment to fulfill the obligations of Owner hereunder.

(b) Acceleration. Accelerate the maturity of the Note and Mortgage and demand payment of the principal sums due thereunder with interest, advances, costs and attorney's fees, whether incurred at the trial or appellate level and enforce collection of such payment by foreclosure of the Mortgage or other appropriate action in a court of competent jurisdiction.

(c) Exercise. Exercise any of the rights, privileges or remedies available to Lender under the Note or Mortgage, or as otherwise may be permitted by applicable law. The remedies and rights of Lender hereunder and under the Note and Mortgage shall be cumulative and not mutually exclusive. Lender may resort to any one or more or all of the remedies but not to the exclusion of any other remedy. No party, whether contractor, materialman, subcontractor, laborer or supplier shall have any interest in Loan funds withheld because of default, and shall have no right to garnish, require or compel payment thereof to be applied towards discharge or satisfaction of any claim or lien which such party may have for work performed or materials supplied for the development and construction of the Improvements.

## ARTICLE VI. LENDER'S LIABILITY

Owner agrees that the holding, application and disbursement of the construction funds delivered by the Owner to the Lender shall be for the account of the Owner; however, it is expressly understood by the Parties that the holding, application and disbursement of the construction funds is for the protection of the Lender. Lender's activities concerning the Florida Construction Lien Law are for the protection of the Lender and not the protection of the Owner or potential lienors. This agreement shall not be construed to make the Lender liable to materialmen, contractors, craftsmen, laborers, or others for goods or services delivered by them in or upon the Property, or for debts or claims accruing to any such parties against the Owner. It is expressly agreed that all inspection and other services rendered by the Lender's officers or agents shall be rendered solely for the protection and benefit of the Lender and the Owner shall not be entitled to claim any loss or damage, either against the Lender, its officers or agents. Lender shall not be liable for the failure of any dealer, contractor, craftsmen or laborer to deliver the goods or perform the services to be delivered or performed by them.

ARTICLE VII. MISCELLANEOUS

(a) Notice. Any notice or other communication required or permitted to be given hereunder shall be sufficient if in writing and delivered in person or sent by United States Certified Mail, postage prepaid, to the parties being given such notice at the following addresses:

If to the Mortgagor: Greg Strader, Executive Director  
BRACE, LLC  
1301 West Government Street  
Pensacola, FL 32501  
Phone: (850) 777-8627  
E-Mail: [gregst@unitedwayescambia.org](mailto:gregst@unitedwayescambia.org)

with copy to: Stephen R. Moorhead, Esquire  
McDonald, Fleming, Moorhead  
25 W. Government Street  
Pensacola, FL 32502  
Phone: (850) 477-0660  
Fax: (850) 477-1730

If to the Mortgagee: Randy Wilkerson, Executive Director  
Neighborhood Enterprise Foundation, Inc.  
P. O. Box 18178  
Pensacola, FL 32523  
Phone: (850) 458-0466 Fax: (850) 458-0464  
E-Mail: [Randy.Wilkerson@co.escambia.fl.us](mailto:Randy.Wilkerson@co.escambia.fl.us)

with a copy to: Office of the County Attorney  
221 Palafox Place, Suite 430  
Pensacola, FL 32502  
Phone: (850) 595-4970  
Fax: (850) 595-4979

(b) Governing Law. This Agreement, the Note, Mortgage and the Developer Agreement shall be governed and construed in accordance with the laws of the State of Florida.

(c) Modification and Waiver. No provision of this Agreement, the Note, the Mortgage or the Developer Agreement shall be amended, waived or modified except by an instrument in writing signed by the parties against whom such amendment, waiver or modification is sought to be enforced.

(d) Severability. The inapplicability or unenforceability of any provision of this Agreement, the Note, Mortgage or the Developer Agreement shall not limit or impair the operation or continued validity of any other provision of this Agreement, the Note, Mortgage or the Developer Agreement.

(e) Counterparts. This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument.

(f) Assignability. Owner shall not assign this agreement or any part of any advance to be made hereunder or convey, encumber, mortgage, lease, in whole or in part, any portion of the Property without the prior written consent of the Lender. This agreement is binding upon the heirs, personal representatives, successors and permitted assigns of Owner and Lender.

(g) Waiver of Defaults. Waiver by Lender of any breach or default by Owner under any terms of the Note, Mortgage Developer Agreement or this Agreement shall not be deemed to nor shall the same constitute a waiver of any subsequent breach or default on the part of Owner.

(h) Expenses. Owner shall, if requested by Lender, pay Lender the commitment fee, if any, Lender's architect, inspector and counsel fee incurred in connection with the closing of this Loan, the administration of the loan, and the completion of Improvements, and will pay all costs and expenses required to satisfy the conditions of this agreement or incidental to the Loan including, without limitation, all taxes, insurance premiums, recording expenses, stamp taxes, all brokerage fees, appraisal fee, survey costs and title insurance costs.

(i) Beneficiaries. This agreement is an agreement only by and between Owner and Lender and for their benefit and the benefit of their successors and assigns permitted by this agreement. No other person or party, including any contractor that assents hereto, shall be a beneficiary hereof or have any rights hereunder, and no rights are conferred by this agreement upon any other person or party, whether or not their name may be used or otherwise identified in this agreement or in the Assent of Contractor below.

(j) Waiver of Jury Trial. BY EXECUTING THIS LOAN AGREEMENT, OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHTS OR THE RIGHTS OF ITS HEIRS, ASSIGNS, SUCCESSORS OR PERSONAL REPRESENTATIVES TO A TRIAL BY JURY, IF ANY, IN ANY ACTION, PROCEEDING OR SUIT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSSCLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS LOAN AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT TO BE EXECUTED IN CONNECTION HERewith OR WITH THE INDEBTEDNESS OR THE RENEWAL, MODIFICATION OR EXTENSION OF ANY OF THE FOREGOING OR ANY FUTURE ADVANCE THEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S EXTENDING CREDIT TO OWNER AND NO WAIVER OR LIMITATION OF LENDER'S RIGHTS HEREUNDER SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON LENDER'S BEHALF.



EXHIBIT "A"

DESCRIPTION OF IMPROVEMENTS:

DESCRIPTION OF THE PROPERTY:

See Attached Exhibit A-1

EXHIBIT A-1  
(Legal Description)

Parcel 1: Lots 1 to 6, Block 158, Beach Haven, being a part of the Pablo Graupera Grant, Sections 35 and 54, Township 2 South, Ranges 30 and 31 West, Escambia County, Florida, according to plat recorded in Deed Book 46, Page 51, of the Public Records of said County. Together with the South 1/2 of vacated roadway adjoining the North line of said lots and together with the West 1/2 of the vacated alleyway adjoining the East line of said lots.

Parcel 2: Lots 4 to 24, Block 149, Beach Haven, being a part of the Pablo Graupera Grant, Sections 35 and 54, Township 2 South, Ranges 30 and 31 West, Escambia County, Florida, according to plat recorded in Deed Book 46, Page 51, of the Public Records of said County. Together with the South 1/2 of vacated roadway adjoining the North line of said lots and together with the West 1/2 of the vacated alleyway adjoining the West line of Easterly lots and the East 1/2 of vacated alleyway adjoining the East line of Westerly lots.

Parcel 3: All of Fractional Lots 13 and 14, Block 148, Beach Haven, being a part of the Pablo Graupera Grant, Sections 35 and 54, Township 2 South, Ranges 30 and 31 West, Escambia County, Florida, together with the North 1/2 of vacated roadway adjoining the South line of said lots.

Parcel 4: Lots 9, 10, 11, and 12, Block 158, Beach Haven, according to the plat thereof recorded in Deed Book 46, Page 51, of the Public Records of Escambia County, Florida, together with the East 1/2 of vacated roadway adjoining the West line of said lots.

EXHIBIT "B"  
DISBURSEMENT OF FUNDS

Subject to the provisions set forth herein, loan funds contemplated in this agreement shall be disbursed in accordance with this Exhibit and the agreement to which it is attached.

It is anticipated that the loan funds shall be disbursed in four (4) draw phases as follows:

- a) \$75,000.00 working capital to be disbursed to Owner at the loan closing
- b) \$85,000.00 upon documentation of award of contract for road paving and related access improvements at Heritage Oaks
- c) \$75,000.00 upon documented completion of road paving and access improvements at Heritage Oaks and start of final landscaping, site work and general grounds improvements (including site grading and final work on of individual mobile home sites)
- d) \$65,000.00 upon completion of all improvements (as certified by Owner and verified by NEFI)

Lender shall not be obligated to make disbursements in accordance with the anticipated four (4) draw phase schedule unless and until the following conditions are satisfied, as determined by Lender, in its sole and absolute discretion:

1. If requested by Lender, Owner shall provide Lender for each draw phase a separate budget detailing the construction costs associated with such draw phase. Such budget shall contain line items reflecting items already paid by Owner from Owner's funds.

2. There shall be no default or event, which with notice or lapse of time, or both, would constitute a default under this agreement, the Note, Mortgage, Developer Agreement or any other Loan Document.

3. Lender or its designated agent shall have received a completed request for disbursement in the form and format to be accepted by Lender and such request shall be accompanied by:

(i) Proofs as to paid and unpaid construction bills for materialmen and subcontractors which show full payment (except for holdbacks) of such bills then due and payable except those covered under the current draw requests.

(ii) Lien waivers for all work and materials as required by the title insurance company for the issuance of endorsements, except that covered by the current requests.

(iii) Any inspection reports or architectural certificates with respect to the stage of completion of the Improvements, and such other proof as Lender may reasonably require to establish that development or construction progress has been made in compliance with the plans and specifications. Inspections shall be conducted by an inspector selected by Lender.

(iv) The current status of accounts of contractors, subcontractors, materialmen and laborers furnishing labor, materials or services in the construction of the Improvements.

(v) Advice from Lender or Lender's agent that the construction of the Improvements theretofore performed is in full compliance with any plans and specifications.

(vi) Advice from the title insurance company that a search of the public records discloses no change in the condition to the title to the Property which is unacceptable to Lender.

(vii) In the case of the last disbursement, Lender shall also have received:

(a) Any required approval by local governmental authorities having jurisdiction of the construction and Improvements that the same have been completed in accordance with all applicable laws, rules, ordinances and regulations, and to the extent applicable that final FHA or VA approval has been given.

(b) Advice from Lender or its agents to the effect that the Improvements have been completed in accordance with the plans and specifications and that all necessary utilities and roads have been completed and made available for use;

(c) Final partial lien waivers and conditional lien waivers for final amount due and owner's and contractor's affidavits which may be required under the Florida Construction Lien Law.

(d) A properly executed Final Application and Certificate for Payment from the Owner and NEFI.

5. The balance of the loan funds not advanced during the course of construction of the Improvements shall be disbursed upon satisfaction of the conditions for the receipt of the final advance set forth in paragraph 3 above.

6. Notwithstanding anything provided herein to the contrary, Lender shall not be required to make any advances hereunder from the amounts set forth for construction costs for materials brought to and stored at the site of the Improvements and not incorporated into the Improvements.

7. During the existence of any default under this agreement, Owner does hereby irrevocably authorize Lender to advance any undisbursed Loan proceeds directly to such persons as shall be necessary to pay for completion of the Improvements but Lender is under no obligation to do so. No further direction or authorization from Owner shall be necessary to warrant such direct advances and all such advances shall satisfy the obligations of Lender hereunder and shall be secured by the Mortgage as fully as if made to Owner regardless of the disposition of such advances by the person to whom such advances are made directly by Lender.





## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

**Budget/Finance Consent Item #: 15.**

### **County Administrator's Report**

**Date:** 03/17/2011  
**Issue:** Update Regarding Development of Centralized Homeless (Waterfront Rescue Mission) Facility PD10-11.010  
**From:** Keith Wilkins, REP  
**Organization:** Comm & Env Neigh Redevelopment  
**CAO Approval:**

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### **RECOMMENDATION:**

Recommendation Concerning Information Report Update Regarding Development of Centralized Homeless (Waterfront Rescue Mission) Facility, PD 10-11.010 - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

That the Board accept for filing with the Board's Minutes the Information Report Update Regarding Development of Centralized Homeless (Waterfront Rescue Mission) Facility, PD 10-11.010.

### **INFORMATION REPORT:**

Information Report Concerning Update Regarding Development of Centralized Homeless (Waterfront Rescue Mission) Facility PD10-11.010 - Keith Wilkins, REP, Community & Environment Interim Bureau Chief

Brief Background: On June 17, 2010, the Board accepted the award of 2008 Storms Community Development Block Grant (CDBG) Disaster Recovery Program funds by the Florida Department of Community Affairs (DCA) for specified CDBG eligible disaster recovery or mitigation projects, including construction of a replacement centralized homeless housing and services facility (see Exhibit I for resume). Subsequently, on July 8, 2010, the Board approved a development agreement with Waterfront Rescue Mission, Inc. (Waterfront) to provide \$1,800,000 in CDBG Disaster Grant funds to partially support construction of the Centralized Homeless Housing and Services Facility, on Waterfront property located at 350 West Herman Street, with the balance of required project construction funding (estimated at \$2,000,000) to be provided by Waterfront (see Exhibit II for resume). A complete copy of the current agreement can be viewed via the official minutes of the July 8, 2010 Board meeting (County Administrator's Report, Budget and Finance, Item 24).

Funding: The CDBG Disaster funds are budgeted in Fund 110/Other Grants, Cost

Center 220436 and the balance of the Project funding will be provided by Waterfront Rescue Mission, Inc. CDBG Disaster Grant funds will be combined with private Waterfront Rescue Mission, Inc. funds to fully complete the facility based upon the final bid award. Waterfront and NEFI continue to seek additional grant funding for the project over and above the \$1,800,000 cited above. In addition to the construction financing, Waterfront has secured the project development site at 350 W. Herman Street and has paid all architectural/professional services costs related to the project. The standard payment procedure will be for Waterfront Rescue Mission, Inc. to pay all construction and equipment related invoices and subsequently submit individual requests for reimbursement to the County/NEFI, whereupon the eligible costs will be reimbursed to Waterfront until the CBDG Disaster Grant funds are exhausted.

Current Project Status: Following mutual execution of the Project Development Agreement and securing DCA approvals, Waterfront immediately contracted SMP Architects to prepare project plans, drawings and technical specifications. With the able assistance of the County Office of Purchasing, a bid solicitation package was assembled for PD 10-11.010/ Centralized Waterfront Rescue Facility (DCA Service Area #5) and subsequently advertised for sealed bids on January 24, 2011 (see Exhibit III for bid advertisement). The bid process was managed by the Office of Purchasing in order to assure conformity with strict DCA and Federal Office of Management and Budget procurement requirements during this critical phase of the development process. A non-mandatory pre-bid meeting was held at the project site on February 8, 2011, with excellent contractor attendance. Sealed bids were received and publicly opened by the Office of Purchasing on March 1, 2011 (see Exhibit IV for bid tabulation summary). A total of eight bids were received, ranging from a low base bid of \$4.52 million to a high base bid of \$4.99 million.

With the assistance of the Office of Purchasing, Waterfront, SMP Architects and NEFI, completed a detailed review of the eight bids and confirmed the bid tabulations on March 2, 2011. All agreed that Bid Alternate #7 would be totally disregarded in making the award of bid. The bid tabulation was posted to the Purchasing website on March 3, 2011, indicating that Sharpe, Inc. was the apparent low bidder with a base bid of \$4,520,000. Following the 48 hour bid protest period, Waterfront was advised to proceed with a Notice of Conditional Award of Bid to Sharpe, Inc. (subject to DCA review and approval). Subject to receiving DCA's approval/clearance of Sharpe, Inc., required insurance certificates and the 100% performance and 100% payment bonds from Sharpe, Inc., Waterfront will execute a standard construction contract with Sharpe, Inc. providing for completion of the project prior to April 1, 2011. It is anticipated that construction will begin in early April 2011 and will take approximately 10-12 months to fully complete. Upon receiving the Certificate of Occupancy, the facility at 350 W. Herman Street will be immediately occupied by Waterfront, whereupon the existing Waterfront facility at 16 W. Main Street will be vacated.

Attachment I

Attachment II

Attachment III

Attachment IV

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

- 2. Approving, and authorizing the Interim County Administrator to execute, the following Change Order (Funding Source: Fund 115, Professional Training, Cost Center 290206, Object Code 56401):

Bureau:	Corrections
Division:	Escambia County Road Prison
Type:	Addition
Amount:	\$37,694
Vendor:	Hub City Ford, Inc.
Project Name:	K-9 Training Units
Contract:	Piggyback Florida Sheriff's Association Contract #09-17-0908
Purchase Order Number:	101383
Change Order Number:	1
Original Award Amount:	\$34,604
This Change Order Amount:	<u>\$37,694</u>
New Contract Total:	\$72,298

3. Accepting the Community Development Block Grant (CDBG) Disaster Recovery (2008 Storms) Grant #10DB-D4-01-27-01-K08, which was approved by the State of Florida Department of Community Affairs, awarding a total of \$7,067,397 for approved, CDBG-eligible projects jointly benefiting the citizens of Escambia County, the City of Pensacola, and the Town of Century.

- 4. See Page 31.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued24. Waterfront Rescue Homeless Facility

2042

Motion made by Commissioner White, seconded by Commissioner Robertson, and carried unanimously, taking the following action regarding the State of Florida Department of Community Affairs Community Development Block Grant (CDBG) Disaster Recovery (2008 Storms) Grant, funding the Centralized Homeless Housing and Services Facility Replacement Project (Waterfront Rescue Mission Facility) (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436; and Fund 124/Affordable Housing, Cost Center 220406):

- A. Approving the *Centralized Homeless Housing/Services Replacement Facility Development Agreement* with Waterfront Rescue Mission, Inc. (Waterfront), in the amount of \$1,800,000, to support construction of a replacement Centralized Homeless Housing and Services Facility on Waterfront property, located at 350 West Herman Street, utilizing CDBG Disaster Recovery funds;
- B. Approving to acknowledge Waterfront's unconditional agreement to completely and permanently vacate the existing property and facilities located at 16 West Main Street and, further, prohibit its use by Waterfront, Waterfront affiliates, other agencies/organizations or individuals for emergency, transitional, or permanent housing, or for delivery of services, including food, outreach/counseling, or supportive services to the homeless or less fortunate; and
- C. Authorizing the Chairman or Vice Chairman to execute the Agreement and all related documents as required to implement the project.

For Information: The Board heard Commissioner Robertson disclose that he serves on the Waterfront Rescue Mission Board; however, because it is an unpaid position for a not-for-profit entity, he is not precluded from voting.

**Invitation to Bid**

Until 3:00 p.m., CST, Tuesday, February 22, 2011 the Board of County Commissioners of Escambia County, Florida is soliciting sealed submittals to be received in the Office of Purchasing, 2<sup>nd</sup> Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, Florida 32502, for the following:

**CENTRALIZED WATERFRONT RESCUE FACILITY  
(CDBG Service Area #5)**

A Non-Mandatory Pre-Solicitation Conference and Walkthrough will be held at 350 W. Herman Street, Pensacola, FL 32505 on Tuesday, February 8, 2011 at 10:00 am, CST. All bidders are encouraged to attend.

The bids will be publicly opened and read after receipt, in Conference Room 11.407, 2<sup>nd</sup> Floor, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, Florida 32502.

Escambia County, Florida proposes to award a contract to the provider whose proposal is deemed most advantageous to the County subject to the negotiation of fair and reasonable compensation consistent with industry standards.

Escambia County reserves the right to reject any and all proposals. In the event an award is made, it will be to the firm with the most responsible and responsive proposal that will be in the best interest of Escambia County. The County reserves the right to waive irregularities in the proposal. The County encourages qualified and designated MBE/WBE/DBE and/or Section 3 firms to respond to this solicitation. The County further certifies that it will not discriminate during the selection process on the basis of age, sex, familial status, race, national origin, or handicap status. Designated MBE/WBE/DBE and/or Section 3 firms are encouraged to respond to this solicitation.

This Project is funded through Community Development Block Grant Disaster Recovery (2008 Storms) Grant #10DB-D4-01-27-01-K08. Qualified and designated MBE/WBE/DBE and/or Section 3 firms are encouraged to respond to this solicitation. Attention of bidders is particularly called to the various federal, state and local requirements related to this Project, including but not limited to: Equal Employment and Affirmative Action Requirements, Executive Order 11246, Handicapped Accessibility Provisions, labor standards provisions and requirements for payment of specified wage rates, Section 3 Requirements, and bonding and insurance requirements. Such provisions are detailed in the Invitation for Bids. In undertaking this Project, Waterfront Rescue Mission and Escambia County further certify that they will not discriminate during the selection process on the basis of age, sex, familial status, race, national origin, or handicap status. Such provisions are detailed in the Invitation to Bid.

No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of sixty (60) days. The owner reserves the right to accept or reject any and all bids, and to waive informalities and to re-advertise when deemed in its best interest.

Specifications may be obtained in the Office of Purchasing, 2<sup>nd</sup> Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, Florida. Copies are available on Compact Disc (CD) only with files viewable and printable in Portable Document Format (PDF). Ask for Specification #PD 10-11.010. Point of contact for this solicitation is Joe Pillitary, CPPO, CPPB, Purchasing Coordinator at (850) 595-4878. Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY). View this solicitation and related information on the Office of Purchasing web site at <http://www.myescambia.com/>

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PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Centralized Waterfront Rescue Facility (CDBG Service Area #5) ITB# 10-11.010											
Bid Opening Time: 3:00 p.m., CST Bid Opening Date: 03/01/2011 Opening Location: Rm. 11.407 NAME OF BIDDER	Cover Sheet/Acknowl.	Exhibit C Standard Contract Clauses - Mandatory Federal Forms	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes	Bid Bond	Acknow. of Addenda	Base Bid	Alt 1	Alt 2	Alt 3	Alt 4	Alt 5
Cathay Construction & Development	Y	Y	Y	Y	Y	Y	Y	\$4,647,086	\$127,166	\$28,273	\$36,744	\$88,469	\$11,715
A.E. New Jr.	Y	Y	Y	Y	Y	Y	Y	\$4,838,000	\$139,000	\$25,000	\$26,000	\$73,000	\$10,500
Roy Anderson Corp.	Y	Y	Y	Y	Y	Y	Y	\$4,675,000	\$130,000	\$22,000	\$33,000	\$73,000	\$10,000
Sharpe, Inc.	Y	Y	Y	Y	Y	Y	Y	\$4,520,000	\$144,000	\$20,000	\$25,000	\$77,000	\$11,000
Ben Radcliff Contractor, Inc.	Y	Y	Y	Y	Y	Y	Y	\$4,997,000	\$148,000	\$22,000	\$38,000	\$78,000	\$12,000
The Green-Simmons Company, Inc.	Y	Y	Y	Y	Y	Y	Y	\$4,820,000	\$148,000	\$8,500	\$44,000	\$77,000	\$28,000
Morette Co.	Y	Non-Responsive						\$4,539,000	\$133,000	\$26,000	\$28,000	\$94,000	\$13,000
Larry Hall Construction Co., Inc.	Y	Non-Responsive						\$4,700,000	\$128,000	\$20,000	\$12,000	\$85,000	\$11,000
ESA South, Inc.	NO BID												
Trammell Construction Co., Inc.	NO BID												
Biggs-Green Construction Services	NO BID												
BIDS OPENED BY:	Joe Pillitary, Purchasing Coordinator DATE: March 1, 2011												
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: March 1, 2011												
BIDS TABULATED BY:	Lori Kistler, SOSA DATE: March 1, 2011												

EXHIBIT IV



CAR DATE NA  
BOCC DATE NA

The Purchasing Manager/Designee recommends To award a lump sum contract to Sharpe, Inc. in the amount of \$4,243,000.  
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: 11:15 a.m. CST, 03/04/2011

## COUNTY ATTORNEY'S REPORT

March 17, 2011

### I. FOR ACTION

1. Cancellation of a Code Enforcement Order in Case #07-10-0973

Recommendation: That the Board authorize canceling an order in code enforcement case number #07-10-0973. The order is dated January 31, 2008, and was recorded on February 5, 2008, in Official Records Book 6283, at Pages 774-776, of the public records of Escambia County. Pursuant to a joint stipulation, the property owners, Robert G. and Margaret C. Marchelos, abated the violations and paid the amount of \$2,600 to settle court costs and fines. In exchange, the County agreed to cancel any remaining liens resulting from this code enforcement order.

2. Robert Reier's Workers' Compensation Settlement

Recommendation: That the Board approve a washout workers' compensation settlement to former employee Robert Reier for the total sum of \$223,677. The County will fund \$82,875.29 of this settlement. An excess insurance carrier will fund the remainder of the settlement. In exchange for the settlement amount, Mr. Reier will execute a general release of claims and waiver of future employment.

### II. FOR DISCUSSION

1. The Estate of Jake E. Lott, Deceased/ Case No. 2007 CP 2103

Recommendation: That the Board determine whether to authorize the County Attorney's Office to appeal the Order of the Honorable Nickolas P. Geeker, issued in the Estate of Jake E. Lott, Deceased, on March 4, 2011.

### III. FOR INFORMATION

1. Department of Community Affairs v. Escambia County (DOAH Case No. 10-6857GM)

Recommendation: That the Board accept the attached information concerning *Department of Community Affairs v. Escambia County* (DOAH Case No. 10-6857GM): The Department of Community Affairs (DCA) has notified the Division of Administrative Hearings of its intent to relinquish jurisdiction. As acknowledged in its letter dated February 7, 2011, the DCA published a cumulative notice of intent to find that the County's adoption of remedial amendments (by Ord. No. 2011-03) were in compliance with Chapter 163. Now, the DCA has notified the Division of Administrative Hearings that no party has filed a challenge to the County's remedial amendments within the required 21-day challenge period. In essence, the DCA is notifying the Division of Administrative Hearings that further legal proceedings or hearings are not necessary because the County's Comprehensive Plan amendments and its optional Sector Plan were found to be in compliance with Chapter 163, Florida Statutes. Because there are no legal or factual issues remaining, the DCA has requested the Division of Administrative Hearings to close its file.





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Action Item #: 1.**

**County Attorney's Report**

**Date:** 03/17/2011  
**Issue:** Cancellation of a Code Enforcement Order in Case #07-10-0973  
**From:** Ryan E. Ross, Assistant County Attorney  
**Organization:** County Attorney's Office  
**CAO Approval:**

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**RECOMMENDATION:**

**Recommendation:** That the Board authorize canceling an order in code enforcement case number #07-10-0973. The order is dated January 31, 2008, and was recorded on February 5, 2008, in Official Records Book 6283, at Pages 774-776, of the public records of Escambia County. Pursuant to a joint stipulation, the property owners, Robert G. and Margaret C. Marchelos, abated the violations and paid the amount of \$2,600 to settle court costs and fines. In exchange, the County agreed to cancel any remaining liens resulting from this code enforcement order.

**BACKGROUND:**

In 2007, Escambia County Code Enforcement cited Robert and Margaret Marchelos for code violations at 620 South Navy Boulevard. After a hearing, the special magistrate entered an order finding violations. Code Enforcement recorded the order on February 5, 2008 in the official records of Escambia County. Marchelos appealed the order and the circuit court affirmed the order on August 13, 2010. Daily fines continued to accrue while the appeal was pending. The circuit court remanded the matter back to the special magistrate to determine how the violations could be abated. In lieu of a hearing, the parties agreed with abatement measures taken by Marchelos and stipulated to a settlement amount of \$2,600 to resolve outstanding court costs and fines. In exchange, the County agreed to cancel any liens remaining from the February 5, 2008 code enforcement order.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The agreement was reviewed by Assistant County Attorney Ryan E. Ross.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Action Item #: 2.**

**County Attorney's Report**

**Date:** 03/17/2011  
**Issue:** Robert Reierson's Workers' Compensation Settlement  
**From:** Ryan E. Ross, Assistant County Attorney  
**Organization:** County Attorney's Office  
**CAO Approval:**

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**RECOMMENDATION:**

**Recommendation:** That the Board approve a washout workers' compensation settlement to former employee Robert Reierson for the total sum of \$223,677. The County will fund \$82,875.29 of this settlement. An excess insurance carrier will fund the remainder of the settlement. In exchange for the settlement amount, Mr. Reierson will execute a general release of claims and waiver of future employment.

**BACKGROUND:**

Mr. Reierson was working as a weigh station operator on April 17, 1995 when he injured his lower back. Since his injury, he has been treating with a pain management specialist.<sup>[1]</sup> Mr. Reierson is receiving social security disability benefits but has not yet filed a claim for permanent total disability benefits, even though he has not worked since 2006. There has been some discussion of filing for PTD, but the pending settlement has placed any further action on hold. There could be significant future exposure for PTD benefits if Mr. Reierson files a claim in the near future. Furthermore, the County is projected to expend \$234,715 in future medical benefits. (The County has already expended \$217,124.71 in medical benefits). The attorney for the County's third-party adjuster has negotiated this settlement to reduce the County's future exposure and recommends acceptance of the settlement.

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<sup>[1]</sup> Due to privacy concerns, a more detailed medical history is available from Assistant County Attorney Ryan Ross.

**BUDGETARY IMPACT:**

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This agreement was reviewed by Assistant County Attorney Ryan E. Ross.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

Discussion Item #: 1.

#### County Attorney's Report

**Date:** 03/17/2011

**Issue:** The Estate of Jake E. Lott, Deceased/ Case No. 2007 CP 2103

**From:** Stephen G. West, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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#### **RECOMMENDATION:**

**Recommendation:** That the Board determine whether to authorize the County Attorney's Office to appeal the Order of the Honorable Nickolas P. Geeker, issued in the Estate of Jake E. Lott, Deceased, on March 4, 2011.

#### **BACKGROUND:**

Jake E. Lott, Sr., died on March 20, 2001 owning property in Escambia County located at 19 Carver Street. That property was subsequently sold at a tax deed sale on March 7, 2005, which generated surplus proceeds of \$14,444.32. The attorney representing the purported heir of Jake E. Lott contacted the Clerk of Court shortly after the tax deed sale but failed to file any notarized claim or produce authorization from a local probate court confirming that his client was the true heir and entitled to the surplus proceeds. As a result, the Clerk disbursed the surplus proceeds to the County in January 2006 as required by Chapter 197, Florida Statutes, and two years after the disbursement all claims to the surplus proceeds were forever barred and the money became the property of the County.

The heir finally obtained an order of the local probate court on December 1, 2010, that recognized his status, and he subsequently petitioned the Court to direct the Clerk and the County to recognize his claim to the surplus proceeds. On March 4, 2011 the Court issued an order directing the Clerk of the County to disburse the surplus proceeds to the heir, despite that he had failed to properly establish his entitlement to the surplus proceeds and that any such claim that he might have had is now barred.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Email and Order

## Brenda J. Spencer

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**From:** Stephen G. West [sgwest@co.escambia.fl.us]  
**Sent:** Thursday, March 10, 2011 4:48 PM  
**To:** Brenda J. Spencer  
**Subject:** FW: File: L10-0200 IN RE: Estate of Jake Lott - Order issued 3/4/2011  
**Attachments:** SECS\_197472\_AND\_197582.pdf

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**From:** Lisa Bernau[SMTP:LBERNAU@CLERK.CO.ESCAMBIA.FL.US]  
**Sent:** Thursday, March 10, 2011 4:47:20 PM  
**To:** Stephen G. West  
**Cc:** Cindy M. Rhodes; Brenda Robinson  
**Subject:** Re: File: L10-0200 IN RE: Estate of Jake Lott - Order issued 3/4/2011  
**Auto forwarded by a Rule**

Steve,

After discussion with Cindy Rhodes and Brenda Robinson on this matter, Mr. Magaha asked me to confirm with you that our main concerns include: 1. Absent a court order, our Office could not pay the claimant these funds. The ruling of the Court, however, creates the position for the Clerk that any letter received from any individual claiming to have an interest in the overbid proceeds from a tax deed sale will cause our Office to hold these funds perhaps ad infinitum. Such a requirement creates administrative challenges, reduces possible revenues collected by the County, and conflicts directly with Section 197.473 and Section 197.582(2) of the Florida Statutes (attached). 2. Section 197.473 and Section 197.582(2), Florida Statutes, outline a method by which the Clerk's responsibility to account for such funds ceases, the parties' entitlement to the funds would be definite, and the funds would be completely disbursed.

We appreciate your time and efforts on behalf of our Office and the Citizens of Escambia County.

Lisa Bernau  
Chief Deputy  
Ernie Lee Magaha  
Clerk of the Circuit Court & Comptroller  
Escambia County, Florida  
850-595-4312  
[lbernau@escambiaclerk.com](mailto:lbernau@escambiaclerk.com)

----- Original Message -----  
**From:** Stephen G. West  
**To:** Lisa Bernau  
**Cc:** Brenda Robinson ; Brenda J. Spencer  
**Sent:** Monday, March 07, 2011 4:20 PM  
**Subject:** FW: File: L10-0200 IN RE: Estate of Jake Lott - Order issued 3/4/2011

Lisa:

Judge Geeker issued an unfavorable order in the Estate of Jake Lott (attached). We will be submitting a recommendation to the BCC to authorize an appeal, but wanted the Clerk's office to have the opportunity to comment because it affects how proceeds from tax deed sales are disbursed. I assume that you are familiar with the case, but please feel free to call me if you need the background.

Steve







**IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA  
PROBATE DIVISION**

**IN RE: The Estate of  
JAKE E. LOTT,  
Deceased.**

**CASE NO. 07-2103-CP  
DIVISION: "A"**

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**ORDER**

**THIS CAUSE** is before the Court pursuant to notice upon motion of the personal representative seeking to re-open proceedings to enforce provisions of the order of summary administration entered on December 1, 2010. An order to show cause was entered on January 21, 2011, directed to interested parties and a hearing thereon was held on February 14, 2011, to consider objection to enforcement of the provisions of the aforementioned order of summary administration.

This Court concludes that the response of the objecting party, an entity of Escambia County, Florida, exalts form over substance and is without merit. While the actions of petitioner are not a model of exact compliance his actions were legally sufficient to meet and satisfy the requirements of law and to put respondent on notice of his claim. In light of the foregoing his claim is not time-barred.

Accordingly, it is

**ORDERED** that petition to re-open and to enforce is hereby granted and representatives of Escambia County, Florida, are directed to recognize said claim and to satisfy it.

**DONE AND ORDERED** at Pensacola, Escambia County, Florida, this

4<sup>th</sup> day of March, 2011.



**NICKOLAS P. GEEKER**  
**CIRCUIT JUDGE**

**Copies to:**

**Larry C. Moorer, Esq., 107 North Jackson Street, Mobile, AL 36602**

**Stephen G. West, Assistant County Attorney, 221 Palafox Place, Suite 430, Pensacola, FL 32502**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Information Item #: 1.**

**County Attorney's Report**

**Date:** 03/17/2011

**Issue:** Department of Community Affairs v. Escambia County (DOAH Case No. 10-6857GM)

**From:** Charles V. Pepler, Deputy County Attorney

**Organization:** County Attorney's Office

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**FOR INFORMATION:**

Recommendation: That the Board accept the attached information concerning *Department of Community Affairs v. Escambia County* (DOAH Case No. 10-6857GM): The Department of Community Affairs (DCA) has notified the Division of Administrative Hearings of its intent to relinquish jurisdiction. As acknowledged in its letter dated February 7, 2011, the DCA published a cumulative notice of intent to find that the County's adoption of remedial amendments (by Ord. No. 2011-03) were in compliance with Chapter 163. Now, the DCA has notified the Division of Administrative Hearings that no party has filed a challenge to the County's remedial amendments within the required 21-day challenge period. In essence, the DCA is notifying the Division of Administrative Hearings that further legal proceedings or hearings are not necessary because the County's Comprehensive Plan amendments and its optional Sector Plan were found to be in compliance with Chapter 163, Florida Statutes. Because there are no legal or factual issues remaining, the DCA has requested the Division of Administrative Hearings to close its file.

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